CITY OF
PERRYSBURG

**CITY OF PERRYSBURG**
**CITY COUNCIL**
**AGENDA**
February 17, 2026

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of February 3, 2026
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
   a. Mayor
      Mayor Mark's Community Corner
   b. City Administrator
   c. Finance Director
   d. Law Director
8. President of Council Report
9. Committee Reports
   **a. Finance & Economic Development**

**Ordinance# 5-2026**

AN ORDINANCE AMENDING ORDINANCE 115-2025 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2026; AND DECLARING AN EMERGENCY

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

**Ordinance# 6-2026**

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $21,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF AN EXISTING OFFICE BUILDING LOCATED IN THE CITY AT 28442 E. RIVER ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY

***1st Reading, no vote required***

**Ordinance# 7-2026**

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO THE MUNICIPAL FACILITIES COMPLEX, INCLUDING BUT NOT LIMITED TO, THE ACQUISITION, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE CITY MUNICIPAL BUILDING LOCATED AT 201 W. INDIANA AVENUE AND THE CITY POLICE BUILDING LOCATED AT 330 WALNUT STREET, INCLUDING NECESSARY SITE WORK AND DESIGN AND ENGINEERING COSTS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; AND DECLARING AN EMERGENCY

***1st Reading, no vote required***

**Resolution# 7-2026**

A RESOLUTION DECLARING THE PURCHASE OF AN ORIGINAL PAINTING “EVENING AT THE BEE-HIVE" BY MICHAEL IVES, DEPICTING THE HISTORIC SITE OF THE CURRENT MUNICIPAL BUILDING TO BE FOR A PUBLIC PURPOSE AND AUTHORIZING THE PURCHASE

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

**Resolution# 8-2026**

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF SEVENTY-ONE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND FORTY-THREE CENTS ($71,695.43), 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# 9-2026**

A RESOLUTION AUTHORIZING THE CITY TO UTILIZE ITS REVOLVING LOAN FUND FOR COSTS RELATED TO ELIGIBLE COMMUNITY DEVELOPMENT BLOCK GRANT IMPROVEMENTS FOR DOWNTOWN ADA IMPROVEMENTS; AND DECLARING AN EMERGENCY

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

**Resolution# 10-2026**

A RESOLUTION DECLARING IT NECESSARY TO PROVIDE FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

***1st Reading, no vote required***

b. Safety

**c. Recreation**

**Resolution# 11-2026**

A RESOLUTION AUTHORIZING A THREE YEAR AGREEMENT WITH USA MANAGEMENT, LLC FOR THE MANAGEMENT OF THE CITY SWIMMING POOL; AND DECLARING AN EMERGENCY

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

**Resolution# 12-2026**

A RESOLUTION AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CHARLES BRIGODE FOR RECREATION DIRECTOR SERVICES FOR THE 2026 SUMMER RECREATION PROGRAM; AND DECLARING AN EMERGENCY

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

**d. Planning & Zoning**

e. Personnel

f. Public Utilities

**Resolution# 13-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PARKSON CORPORATION IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS ($205,385.00) FOR THE NECESSARY PARTS AND TECHNICIAN TO REBUILD AN INFLUENT SCREEN AT THE WASTEWATER TREATMENT PLANT; AND DECLARING AN EMERGENCY

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

**Resolution# 14-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INDUSTRIAL POWER SYSTEMS, INC. FOR CONTRACTOR SERVICES TO REBUILD AN INFLUENT SCREEN AT THE WASTEWATER TREATMENT PLANT (WWTP) AT A COST NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS ($30,960.00); AND DECLARING AN EMERGENCY

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

g. Service

**Ordinance# 4-2026**

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE CHAPTER 286

***2nd Reading, no vote required***

**Resolution# 15-2026**

A RESOLUTION AWARDING A BID AND AGREEMENT TO US UTILITY CONTRACTORS CO., INC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND TWENTY-FOUR CENTS ($354,697.24) FOR TRAFFIC SIGNAL INSTALLATIONS; AND DECLARING AND EMERGENCY

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

**Resolution# 16-2026**

A RESOLUTION AWARDING A BID AND AGREEMENT TO GEDDIS PAVING & EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SIXTY THREE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND TEN CENTS ($2,863,664.10) TO MAKE IMPROVEMENTS TO THE FORT MEIGS ROAD DITCH AND INSTALLATION OF A MULTI-USE PATH; AND DECLARING AN EMERGENCY

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

10. Other Business

**Executive Session to consider confidential information related to personal financial statements of an applicant for economic development assistance and to discuss details relative to the security arrangements and emergency response protocols for a public body or a public office.**

11. Adjournment

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 5-2026

**DATE:** February 17, 2026

## Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the beginning of February 2026 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 5-2026**

AN ORDINANCE AMENDING ORDINANCE 115-2025 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2026; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2026, the City of Perrysburg, Ohio, approved the 2026 city budget pursuant to Ordinance 115-2025 and subsequently amended by Ordinance 1-2026; 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 2026 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 115-2025.

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, 2026, 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 115-2025, 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 - February 2026

| Department | Account | Description | Amount |
|---|---|---|---|
| Human Resources | 1110-11005-52400 | Travel and Meals | $ 5,000.00 |
| Capital Improvements | 4403-11755-55999 | Other - Capital Outlay (Fort Meigs Ditch & MUP) | $ 829,942.82 |
| Storm Sewer Capital | 5402-62955-55999 | Other - Capital Outlay (Fort Meigs Ditch & MUP) | $ 2,033,721.28 |
| Special Disbursements | 1110-11761-59900 | Transfers - Out (For Added Budget in Capital Fund) | $ 1,000,000.00 |
| WWTP Capital | 5402-61815-55299 | Equipment and Furniture >$10k (Parkson Screen Imp. Add.) | $ 11,285.00 |
| Capital Improvements | 4403-11755-55999 | Other - Capital Outlay (Coe Ct. Traffic Signal) | $ 354,697.24 |
| | | | $ 4,234,646.34 |

| | |
|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Ordinance 6-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

The City of Perrysburg City Council has determined that it is in the best interest of the City to issue bonds in a maximum principal amount of 29 million dollars to fund the acquisition, construction, renovation, installation, and equipping of the Municipal Building, the Police Building, and 38442 E. River Road, together with related appurtenances and real property interests. The bond proceeds will also be used to pay associated financing and issuance costs, all in accordance with Chapter 133 of the Ohio Revised Code, the City Charter, and applicable bond proceedings.

In March 2025, the City issued 4 million dollars in notes in anticipation of bonds to partially finance the project, with those notes maturing on May 1, 2026. This Ordinance authorizes the issuance of bonds in the amount of $21,000,000.00 to retire the outstanding notes on 28442 E. River Road and provide additional funds necessary to complete the improvements to the building. The Director of Finance has certified that the useful life of the improvement is at least five years and that the Bonds may have a maximum maturity of twenty-nine (29) years, ensuring compliance with statutory requirements and the City's long-term financial planning objectives.

**Financial Review**

The Director of Finance has reviewed and approved this legislation.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 2/17/2026
Second Reading – 3/3/2026
Third Reading and Vote – 3/17/2026

If City Council is in agreement, after the 3rd reading, a motion to suspend the rules and pass this legislation as an emergency as this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit.

# ORDINANCE 6-2026

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $21,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF AN EXISTING OFFICE BUILDING LOCATED IN THE CITY AT 28442 E. RIVER ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ordinance No. 12-2025 passed on March 18, 2025, notes in anticipation of bonds in the principal amount of $4,000,000, dated May 1, 2025 (the "Outstanding Notes"), were issued for the purpose of paying the costs of the acquisition of an existing office building located in the City at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith, to mature on May 1, 2026; and

WHEREAS, this City Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Bonds described in Section 2 and other funds available to the City and provide additional monies for the Improvement described in Section 2; and

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of each component of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of each component of the Improvement is at least five (5) years and the weighted average maximum maturity of the Bonds is twenty-nine (29) years;

NOW, THEREFORE, BE IT ORDAINED by the Council of The City of Perrysburg, Wood County, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means the minimum denomination of $5,000 or any integral multiple in excess thereof.

"Bond Proceedings" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement (if any), the

Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bonds" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"Certificate of Award" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"City" means the City of Perrysburg, Ohio.

"Clerk of Council" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 9(c).

"Depository" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

"Director of Finance" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"Financing Costs" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"Interest Payment Dates" means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"Law Director" means the Law Director of the City or any person serving in an interim or acting capacity with respect to that office.

"Mandatory Redemption Date" shall have the meaning set forth in Section 3(b).

"Mandatory Sinking Fund Redemption Requirements" shall have the meaning set forth in Section 3(e)(i).

"Mayor" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"Original Purchaser" means the purchaser or purchasers of the Bonds specified in the Certificate of Award.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"Principal Payment Dates" means, unless otherwise specified in the Certificate of Award, December 1 in each of the years from and including 2027 to and including 2051; provided that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be deferred or advanced by such number of years as determined necessary by the Director of Finance, and provided further that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"Purchase Agreement" means the Bond Purchase Agreement, which to the extent it is determined necessary by the Director of Finance in the Certificate of Award, shall be between the City and the Original Purchaser, as it may be prepared, approved and executed by the Mayor and the Director of Finance, all in accordance with Section 6.

"Registrar Agreement" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 4.

"Regulations" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

"Serial Bonds" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"Term Bonds" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $21,000,000 (the "Bonds") for the purpose of paying the costs of the acquisition, construction, renovation, installation and equipping of an existing office building located in the City at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith (the "Improvement"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the Director of Finance in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Outstanding Notes, providing additional monies for purpose stated in Section 2, estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, bidding agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and/or the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "Mandatory Redemption Date") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "Mandatory Sinking Fund Redemption Requirements").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner’s address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities; provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond

Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law, the provisions of this Ordinance and the Purchase Agreement (if any). The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the Director of Finance determines it would be financially advantageous to the City, the Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in a form as is approved by the Mayor and the Director of Finance, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent net revenues from the City's water system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent net revenues from the City's sanitary sewer system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from the net revenues of the City's water system or the City's sanitary sewer system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding three paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Law Director and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 14. Municipal Advisor. The services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 15. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Wood County, Ohio.

Section 16. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory, constitutional or charter limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 17. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 18. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 19. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit and to coordinate the sale of the Bonds with other bonds of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

______________________________
President of Council

______________________________
Mayor

PASSED: March ___, 2026

ATTEST: ______________________

APPROVED: March ___, 2026

Timothy W. Effler
LAW DIRECTOR

**SUPPLEMENTAL**
**FISCAL OFFICER'S CERTIFICATE**

To the Council of the City of Perrysburg, Ohio:

As fiscal officer of the City of Perrysburg, Ohio, and supplementing the fiscal officer's certificate of February 16, 2024, I certify in connection with your proposed issue of bonds in the maximum principal amount of $21,000,000 (the "Bonds"), to be issued for the purpose of paying the costs of the acquisition, construction, renovation, installation and equipping of an existing office building located in the City at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith (the "Improvement"), that:

1. The estimated life or period of usefulness of each component of the Improvement is at least five (5) years.

2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty-nine (29) years, being my estimate of the life or period of usefulness of the Improvement. That maximum maturity is based on my calculation of the average number of years of life or period of usefulness of the Improvement as measured by the weighted average of the amounts proposed to be expended for the several classes of the Improvement as follows:

- $4,000,000 for the acquisition of the existing office building, thirty (30) years, this being my estimate of the life or period of usefulness of that class of the Improvement;

- $16,150,000 for the construction and renovation of the existing office building, thirty (30) years, this being my estimate of the life or period of usefulness of that class of the Improvement; and

- $850,000 for the installation and equipping of furniture, equipment and furnishing, and landscape planting and other site improvements, ten (10) years;

the weighted average is therefore twenty-nine (29) years.

Dated: February 13, 2026

Amber Rathburn
Director of Finance
City of Perrysburg, Ohio

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance 7-2026

**DATE:** February 17, 2026

**Subject Matter/Background**

The City of Perrysburg City Council has determined that it is in the best interest of the City to issue bonds in a maximum principal amount of 29 million dollars to fund the acquisition, construction, renovation, installation, and equipping of the Municipal Building, the Police Building, and 38442 E. River Road, together with related appurtenances and real property interests. The bond proceeds will also be used to pay associated financing and issuance costs, all in accordance with Chapter 133 of the Ohio Revised Code, the City Charter, and applicable bond proceedings.

This Ordinance authorizes the issuance and sale of bonds in the maximum principal amount of $8,000,000 for the purpose of paying the costs of improvements to the Municipal Facilities Complex, including but not limited to, the acquisition, construction, renovation, installation and equipping of the city municipal building located at 201 W. Indiana Avenue and the City Police Building located at 330 Walnut Street. The Director of Finance has certified that the useful life of the improvement is at least five years and that the Bonds may have a maximum maturity of twenty-nine (29) years, ensuring compliance with statutory requirements and the City's long-term financial planning objectives.

**Financial Review**

The Director of Finance has reviewed and approved this legislation.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 2/17/2026
Second Reading – 3/3/2026
Third Reading and Vote – 3/17/2026

If City Council is in agreement, after the 3rd reading, a motion to suspend the rules and pass this legislation as an emergency as this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit.

**ORDINANCE 7-2026**

PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $8,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVEMENTS TO THE MUNICIPAL FACILITIES COMPLEX, INCLUDING BUT NOT LIMITED TO, THE ACQUISITION, CONSTRUCTION, RENOVATION, INSTALLATION AND EQUIPPING OF THE CITY MUNICIPAL BUILDING LOCATED AT 201 W. INDIANA AVENUE AND THE CITY POLICE BUILDING LOCATED AT 330 WALNUT STREET, INCLUDING NECESSARY SITE WORK AND DESIGN AND ENGINEERING COSTS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; AND DECLARING AN EMERGENCY

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of each component of the Improvement described in Section 2e and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this City Council that the estimated life or period of usefulness of each component of the Improvement is at least five (5) years and the weighted average maximum maturity of the Bonds is twenty-nine (29) years;

NOW, THEREFORE, BE IT ORDAINED by the Council of The City of Perrysburg, Wood County, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means the minimum denomination of $5,000 or any integral multiple in excess thereof.

"Bond Proceedings" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement (if any), the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of

Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bonds" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"Certificate of Award" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"City" means the City of Perrysburg, Ohio.

"Clerk of Council" means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 9(c).

"Depository" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company).

"Director of Finance" means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

"Financing Costs" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"Interest Payment Dates" means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"Law Director" means the Law Director of the City or any person serving in an interim or acting capacity with respect to that office.

"Mandatory Redemption Date" shall have the meaning set forth in Section 3(b).

"Mandatory Sinking Fund Redemption Requirements" shall have the meaning set forth in Section 3(e)(i).

"Mayor" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"Original Purchaser" means the purchaser or purchasers of the Bonds specified in the Certificate of Award.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"Principal Payment Dates" means, unless otherwise specified in the Certificate of Award, December 1 in each of the years from and including 2027 to and including 2051; provided that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be deferred or advanced by such number of years as determined necessary by the Director of Finance, and provided further that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"Purchase Agreement" means the Bond Purchase Agreement, which to the extent it is determined necessary by the Director of Finance in the Certificate of Award, shall be between the City and the Original Purchaser, as it may be prepared, approved and executed by the Mayor and the Director of Finance, all in accordance with Section 6.

"Registrar Agreement" means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 4.

"Regulations" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

"Serial Bonds" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"Term Bonds" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $8,000,000 (the "Bonds") for the purpose of paying the costs of improvements to the municipal facilities complex, including but not limited to, the acquisition, construction, renovation, installation and equipping of the City Municipal Building located at 201 W. Indiana Avenue and the City Police Building located at 330 Walnut Street, including necessary site work and design and engineering costs, together with all necessary appurtenances thereto (the "Improvement"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the Director of Finance in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent, bidding agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and/or the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. <u>Denominations; Dating; Principal and Interest Payment and Redemption Provisions</u>. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) <u>Interest Rates and Payment Dates</u>. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) <u>Principal Payment Schedule</u>. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "Mandatory Redemption Date") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Director of Finance, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "Mandatory Sinking Fund Redemption Requirements").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of $5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than $5,000 are then outstanding, each $5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000. If it is determined that one or more, but not all, of the $5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a $5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the $5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding.

If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities; provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the

Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law, the provisions of this Ordinance and the Purchase Agreement (if any). The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the Director of Finance determines it would be financially advantageous to the City, the Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in a form as is approved by the Mayor and the Director of Finance, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent net revenues from the City's water system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent net revenues from the City's sanitary sewer system are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such net revenues so available and appropriated.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, and to the extent not paid from the net revenues of the City's water system or the City's sanitary sewer system, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding three paragraphs in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure

Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Law Director and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP, as bond counsel, are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 14. Municipal Advisor. The services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 15. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Wood County, Ohio.

Section 16. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory, constitutional or charter limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 17. Compliance with Open Meeting Requirements. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 18. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 19. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to timely enter into contracts for the construction of the Improvement and to coordinate the sale of the Bonds with other bonds of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

__________________________________
President of Council

__________________________________
Mayor

PASSED: March ___, 2026

ATTEST: ______________________

APPROVED: March ___, 2026

Timothy W. Effler
LAW DIRECTOR

## FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Perrysburg, Ohio:

As fiscal officer of the City of Perrysburg, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of $8,000,000 (the "Bonds"), to be issued for the purpose of paying the costs of improvements to the municipal facilities complex, including but not limited to, the acquisition, construction, renovation, installation and equipping of the City Municipal Building located at 201 W. Indiana Avenue and the City Police Building located at 330 Walnut Street, including necessary site work and design and engineering costs, together with all necessary appurtenances thereto (the "Improvement"), that:

1. The estimated life or period of usefulness of each component the Improvement is at least five (5) years.

2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is twenty-nine (29) years, being my estimate of the life or period of usefulness of the Improvement. That maximum maturity is based on my calculation of the average number of years of life or period of usefulness of the Improvement as measured by the weighted average of the amounts proposed to be expended for the several classes of the Improvement as follows:

   - $7,600,000 for the construction and renovation of the existing office building, thirty (30) years, this being my estimate of the life or period of usefulness of that class of the Improvement; and

   - $400,000 for the installation and equipping of furniture, equipment and furnishing, and landscape planting and other site improvements, ten (10) years;

the weighted average is therefore twenty-nine (29) years.

Dated: February 13, 2026

Amber Rathburn
Director of Finance
City of Perrysburg, Ohio

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 7-2026

**DATE:** February 17, 2026

**Subject Matter/Background**

The City of Perrysburg desires to preserve and promote civic pride, community identity, and the historical significance of the municipality, the original painting entitled "Evening at the Bee-Hive," created by artist Michael Ives, depicts the historic site upon which the Municipal Building is located. The artwork is available for purchase for One Thousand Four Hundred Dollars and Zero Cents ($1,400.00), with the framing to be completed at a cost not to exceed Five Hundred Dollars and Zero Cents ($500.00), for a total cost not to exceed One Thousand Nine Hundred Dollars and Zero Cents ($1,900.00).

Council finds that the acquisition of locally significant artwork serves a public purpose by enhancing public spaces and promoting civic pride and community identity and therefore is serving a public purpose and authorizes the expenditure of public funds to support the programming. Therefore, City Council hereby deems these as expenditures within the scope of public purpose.

**Financial Review**

Account number: 1110-11755-54999

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the second and third readings and pass this legislation is appropriate

## RESOLUTION 7-2026

A RESOLUTION DECLARING THE PURCHASE OF AN ORIGINAL PAINTING “EVENING AT THE BEE-HIVE" BY MICHAEL IVES, DEPICTING THE HISTORIC SITE OF THE CURRENT MUNICIPAL BUILDING TO BE FOR A PUBLIC PURPOSE AND AUTHORIZING THE PURCHASE

WHEREAS, the City of Perrysburg desires to preserve and promote civic pride, community identity, and the historical significance of the municipality; and,

WHEREAS, the original painting entitled “Evening at the Bee-Hive,” created by artist Michael Ives, depicts the historic site upon which the Municipal Building is located; and,

WHEREAS, the acquisition of locally significant artwork serves a public purpose by enhancing public spaces and promoting civic pride and community identity; and,

WHEREAS, the artwork is available for purchase for One Thousand Four Hundred Dollars and Zero Cents ($1,400.00), with the framing to be completed at a cost not to exceed Five Hundred Dollars and Zero Cents ($500.00), for a total cost not to exceed One Thousand Nine Hundred Dollars and Zero Cents ($1,900.00); and,

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

SECTION 1. City Council hereby declares the purchase of the original painting “Evening at the Bee-Hive” by Michael Ives to be for a public purpose and further authorizes the Mayor and Director of Finance to purchase the original artwork for One Thousand Four Hundred Dollars and Zero Cents ($1,400.00), as represented in Exhibit A, with the framing to be completed at a cost not to exceed Five Hundred Dollars and Zero Cents ($500.00), for a total cost not to exceed One Thousand Nine Hundred Dollars and Zero Cents ($1,900.00).

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

______________________________
President of Council

______________________________
Mayor

PASSED: ______________________________

ATTEST: ______________________________

APPROVED: ___________________________

Timothy W. Effler
LAW DIRECTOR

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|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Resolution 8-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

The Finance Department is submitting a list of items requiring a Then & Now Certificate. Such certificate certifies that both at the time of the making of the contract or order and at the date of the execution of this certification, the amount requested was appropriated for such contract or order and is in the treasury or in the process of collection and free from any previous encumbrances. Any time a purchase is made before a purchase order is issued, a then and now situation is created.
Certificates for purchases greater than or equal to $3,000, that were not already approved on a purchase order, are required to be approved by Council per ORC 5705.41.
Items included in this Then and Now Request include various supplies and services spanning multiple City departments.

The total for all items totals **$71,695.43**

**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 with the State of Ohio Auditors rules for Then and Now.

**RESOLUTION 8-2026**

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF SEVENTY-ONE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS AND FORTY-THREE CENTS ($71,695.43), 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 Request For
# 2/10/2026

| Invoice Date | Vendor | Item | Total Cost | Department | Expense Account |
|---|---|---|---|---|---|
| 10/15/2025 | LeadsOnline | Software | 3,532.00 | Police | 1110-21232-53215 |
| 10/30/2025 | Toledo Edison | Hawthorne Plat 9 Street Lights | 4,029.51 | P & Z | 2225-93238-53999 |
| 12/29/2025 | ProPhoenix | CAD Software | 37,098.52 | Police | 1110-21232-53215 |
| 1/1/2026 | Vector Solutions | Software | 3,258.64 | Police | 1110-21232-53215 |
| 1/14/2026 | CJCC | Noris Services | 23,776.76 | Police | 1110-21232-53215 |
| | | Total | 71,695.43 | | |

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|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Resolution 9-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

The City of Perrysburg, Ohio, participates in a Revolving Loan Fund (RLF) through the State of Ohio's Department of Development, under which the City administers loans to local businesses and other eligible community development block grant (CDBG) activities from moneys which come through the Ohio Department of Development.

Through Resolution 115-2025, City Council approved the use of general funds for downtown improvements, and on January 28, 2026, the Revolving Loan Fund Committee approved the use of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) from the Revolving Loan Fund for eligible CDBG activities. Which include improving conditions for limited clientele, such as ADA accessibility in the downtown area that includes non-compliant curb ramps, improper sidewalk cross-slopes and crosswalks.

The passage of this resolution authorizes the Mayor, Director of Finance and City Administrator to take all actions necessary to submit the proper documentation for this project to the Ohio Department of Development.

**Financial Review**

There is no financial impact to the City.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to suspend the rules, waive the second and third readings and pass this legislation as an emergency is appropriate, in order to ensure that the City meets the project schedule.

**RESOLUTION 9-2026**

A RESOLUTION AUTHORIZING THE CITY TO UTILIZE ITS REVOLVING LOAN FUND FOR COSTS RELATED TO ELIGIBLE COMMUNITIY DEVELOPMENT BLOCK GRANT IMPROVEMENTS FOR DOWNTOWN ADA IMPROVEMENTS; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, participates in a Revolving Loan Fund (RLF) through the State of Ohio's Department of Development, under which the City administers loans to local businesses and other eligible community development block grant (CDBG) activities from moneys which come through the Ohio Department of Development; and,

WHEREAS, City Council approved executing a Revolving Loan Fund Administration Agreement with the Ohio Department of Development; and,

WHEREAS, on December 18, 2025, through Resolution 115-2025, City Council approved the use of general funds for downtown improvements, and on January 28, 2026, the Revolving Loan Fund Committee approved the use of $400,000 from the Revolving Loan Fund for eligible CDBG activities; and,

WHEREAS, these eligible CDBG activities include improving conditions for limited clientele, such as ADA accessibility in the downtown area that includes non-compliant curb ramps, improper sidewalk cross-slopes and crosswalks; and,

WHEREAS, Ohio Department of Development requires an environmental review to be completed and the proper documentation to be submitted before RLF funds can be used for these CDBG-eligible activities.

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

SECTION 1. The Mayor, Director of Finance and City Administrator are authorized to take all actions necessary to submit the proper documentation for this project to the Ohio Department of Development.

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 that the City meets the project schedule, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

____________________________________
President of Council

____________________________________
Mayor

PASSED______________________________

ATTEST: _____________________________

APPROVED: __________________________

Timothy W. Effler
LAW DIRECTOR

| | |
|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Resolution 10-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

Ordinance 43-86 established one district for the purpose of removing or specially treating shade trees therein; for the purpose of controlling the blight and disease of same and for planting, maintaining, treating and removing shade trees in and along the streets and public rights-of-way of the City during the year 1986 and the years thereafter. City Council has determined that the value of the properties in this district are and will be enhanced and improved by this work.

The City's Director of Public Service and Director of Finance have determined that the appropriate annual assessment for such needs shall be Seventy Thousand Dollars ($70,000.00).

**Financial Review**

There is no funding needed for this Resolution.

**Legal Review**

This Resolution has been reviewed and is appropriately before you.

**Recommendation**

First Reading – 2/17/2026

Second Reading – 3/3/2026

Third Reading and Vote – 3/17/2026

**RESOLUTION 10-2026**

A RESOLUTION DECLARING IT NECESSARY TO PROVIDE FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

WHEREAS, through Ordinance 43-86, City Council for the City of Perrysburg, Ohio, established one district for the purpose of removing or specially treating shade trees therein; for the purpose of controlling the blight and disease of same and for planting, maintaining, treating and removing shade trees in and along the streets and public rights-of-way of the City during the year 1986 and the years thereafter; and,

WHEREAS, City Council has determined that the value of the properties in this district are and will be enhanced and improved by this work, and

WHEREAS, pursuant to Ordinance 43-86, City Council provided that part of the cost and expense connected with said work in said district shall be levied and assessed by a percentage of the tax value of the property assessed, and

WHEREAS, the City's Director of Public Service and Director of Finance, has determined that the appropriate annual assessment for such needs shall be Seventy Thousand Dollars ($70,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, THREE-FOURTHS (3/4) OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION l. It is necessary pursuant to Ohio Rev. Code §727.01 to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within the public rights-of-way of the City.

SECTION 2. This Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed as described in Section 4 hereof are specially benefited by the improvement. This Council further finds and determines that the public places to be improved are so situated in relation to each other that, in order to complete the improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation.

SECTION 3. Upon the filing of the estimated assessment, the Director of Finance is directed to cause notice of the passage of this Resolution and of the filing of the estimated assessment to be served on the owners of all lots and lands to be assessed, as provided by law.

SECTION 4. The properties to be assessed shall be all the lots bounding and abutting upon such improvement between and including the termini of the improvement and lots that specially benefit from this improvement found within the special district created by Ordinance 43-86.

SECTION 5. The special assessments to be levied in 2026 to pay a portion of the costs of the improvement shall be collected and paid in 2027; provided that the owner of any property assessed may pay the total special assessment for that period within 30 days after passage of the assessing ordinance.

SECTION 6. The City does not presently intend to issue securities in anticipation of the levy and the collection of the special assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the improvement, after application of the special assessments, shall be paid from other funds available to the City for that purpose.

SECTION 7. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 8. This Resolution shall be in full force and effect at the earliest time permitted by law.

______________________________
President of Council

______________________________
Mayor

PASSED___________________________

ATTEST: __________________________

APPROVED: _______________________

Timothy W. Effler
LAW DIRECTOR

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 11-2026

**DATE:** February 17, 2026

## Subject Matter/Background

The City of Perrysburg, is in need of pool management services for the City's outdoor swimming pool.

The City issued a bid package which contained all relevant specifications and requirements for the project and the City received four (4) bids, two (2) of which were responsive, and the bid received from USA Management, LLC of Cumming, Georgia, provided the lowest and best responsive bid for the proposed work.

This Resolution authorizes the Mayor and Director of Finance to enter into a three (3) year agreement with USA Management, LLC for the management of the City's outdoor swimming pool in an amount not to exceed Five Hundred Thirty-Six Thousand Nine Hundred Eighteen Dollars and Zero Cents ($536,918.00), as defined in Exhibit A.

## Financial Review

Account: 1110-41648-53222

## Legal Review

This legislation has been reviewed and is appropriately before you.

## Recommendation

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

**RESOLUTION 11-2026**

A RESOLUTION AUTHORIZING A THREE-YEAR AGREEMENT WITH USA MANAGEMENT, LLC FOR THE MANAGEMENT OF THE CITY SWIMMING POOL; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of pool management services for the City's outdoor swimming pool; and,

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

WHEREAS, the City received four (4) bids, two (2) of which were responsive, and the bid received from USA Management, LLC of Cumming, Georgia, provided the lowest and best responsive bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and,

WHEREAS, the City wishes to enter into a three-year agreement with USA Management, LLC for the management of the City's outdoor swimming pool; and,

WHEREAS, the total cost for the three-year agreement is not to exceed Five Hundred Thirty-Six Thousand Nine Hundred Eighteen Dollars and Zero Cents ($536,918.00); and,

WHEREAS, the total cost for 2026 is not to exceed One Hundred Seventy-Four Thousand Six Hundred Eighty Dollars and Zero Cents ($174,680.00); the total cost for 2027 is not to exceed One Hundred Seventy-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($179,920.00); and, the total cost for 2028 is not to exceed One Hundred Eighty-Two Thousand Three Hundred Eighteen Dollars and Zero Cents ($182,318.00).

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

SECTION 1. The Mayor and Director of Finance are hereby authorized to enter into a three-year agreement with USA Management, LLC of Cumming, Georgia in an amount not to exceed Five Hundred Thirty-Six Thousand Nine Hundred Eighteen Dollars and Zero Cents ($536,918.00), to manage the City's outdoor pool, as defined in Exhibit A.

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

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

___________________________________
President of Council

___________________________________
Mayor

PASSED: ___________________________

ATTEST: ___________________________

APPROVED: _________________________

Timothy W. Effler
LAW DIRECTOR

## General Info

## Total:

$536,918.00

---

**Number**

Rebid Municipal Pool Management

**Deadline**

01/08/2026 02:00 PM EST

**Vendor**

USA Management

**Submitted**

01/07/2026 06:30 PM EST

**Signed by**

ALISON ABBOTT
**Account Holder** Alison Abbott

**Opened**

01/08/2026 02:00 PM EST
**By**
bthomas@ci.perrysburg.oh.us

**Description**

The City of Perrysburg is seeking bids from qualified consultants to manage and operate the Perrysburg Municipal Pool, located at 915 Elm Street, Perrysburg, Ohio 43551.

The City's objective is to have the Consultant maintain the swimming pool in a safe, clean, hazard-free manner and in compliance with all applicable governmental standards and regulations.

It is also part of the objective to have the Consultant operate the swimming pool in such a manner that patrons are encouraged to use the facilities and that all facilities and operations reflect well on the City of Perrysburg.

Engineer's Estimate = $250,000.00 (first year)

**Allows zero unit prices and labor**

Yes

**Allows negative unit prices and labor**

Yes

## Attachment List

Rebid Municipal Pool Management Legal.pdf (88.6 KB)
Legal Advertisement

ReBid Pool Specs (1).pdf (251 KB)
Specifications

# Proposal

**BID**

**Proposal of: ***

USA POOLS OF OHIO

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

NEVADA

**doing business as ***

"a corporation"

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

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

REBID MUNICIPAL POOL MANAGEMENT AND OPERATIONS

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

ONE HUNDRED SEVENTY THOUSAND SIX HUNDRED EIGHTY DOLLARS 0/100

**$ (in currency): ***

$179,680.00

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

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

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

**Addenda #: ***

N/A

**Addenda Date: ***

N/A

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

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

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

**Signature: ***

YOHANNA MAKONNEN

**Address: ***

605 N. HIGH ST. SUITE 265

**Title: ***

OFFICE ADMINISTRATOR

**City, State, Zip: ***

COLUMBUS, OH 43215

**Legal Name of Bidder: ***

USA MANAGEMENT LLC

**Phone Number: ***

(877) 248-1872

**Fax Number: ***

8772481872

**E-mail Address ***

alison@usamanagement.com

## Base Bid

$536,918.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 10 | 2026 Contract Fee | 1.00 | Lump Sum | $174,680.00 | $174,680.00 |
| 20 | 2027 Contract Fee | 1.00 | Lump Sum | $179,920.00 | $179,920.00 |
| 30 | 2028 Contract Fee | 1.00 | Lump Sum | $182,318.00 | $182,318.00 |
| | | | | | **Total: $536,918.00** |

# BID GUARANTEE AND PERFORMANCE BOND

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

USA MANAGEMENT LLC

**as Principal and ***

MIKE PRICE INDIVIDUAL SURETY

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

JANUARY 7, 2026

**to undertake the project known as: ***

REBID MUNICIPAL POOL MANAGEMENT AND OPERATIONS

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

**$ (in currency):**

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

**Bid Bond Amount**

$500.00

**Guarantee Method ***

Certified Check or Paper Bid Bond

**Certified Check or Paper Bid Bond**

**Confirmation ***

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

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

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

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

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

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

**Principal: ***

USA MANAGEMENT LLC

**By: ***

YOHANNA MAKONNEN

**Title: ***

OFFICE ADMINISTRATOR

**Surety: ***

MIKE PRICE INDIVIDUAL SURETY

**By (Attorney-in-Fact): ***

MIKE PRICE

**Address: ***

7643 GATE PKWY SUITE 104-692, JACKSONVILLE, FL 32256

**Agent: ***

MIKE PRICE

**Address: ***

7643 GATE PKWY SUITE 104-692, JACKSONVILLE, FL 32256

## EXPERIENCE STATEMENT

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

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

**Response to the above: ***

COMPANY INFORMATION IS LOCATED IN THE PROPOSAL PACKET PROVIDED AS AN ATTACHMENT.

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

**Name: ***

YOHANNA MAKONNEN

**Title: ***

OFFICE ADMINISTRATOR

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

**Name: ***

N/A

**Title: ***

N/A

# LIST OF SUBCONTRACTORS

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. If none, type N/A**

**Name: ***

N/A

**Address: ***

N/A

**Type of Work: ***

N/A

# NONCOLLUSION AFFIDAVIT

**STATE OF: ***

Georgia

**COUNTY OF: ***

Fulton County

**Bid Identification ***

REBID MUNICIPAL POOL MANAGEMENT AND OPERATIONS

**Bidder's Name ***

YOHANNA MAKONNEN

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

other

**Enter response if "other" was selected**

OFFICE ADMINISTRATOR

**of (company name): ***

USA POOLS OF OHIO

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

**Signed: ***

YOHANNA MAKONNEN

**Title: ***

OFFICE ADMINISTRATOR

## SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

MORE DETIALED SCOPE SPECIFIC DOCUMENTS INCLUDED IN PROPOSAL PACKAGE WITH COST BREAK DOWNS.

## Required Document List

| Name | Omission Terms | Submitted File |
|---|---|---|
| Consent of Surety<br>If providing a certified check or paper bid bond in lieu of Electronic Bid Bond | Electronically verifying Bid Bond | Bid Bond.pdf |
| Miscellaneous Attachment as Needed<br>Miscellaneous Attachment | Omit if Not Needed | City of Perrysburg Proposal.pdf |
| **2 Required Documents** | | |

## Required Documents

| Name | Omission Terms | Submitted File |
| --- | --- | --- |
| Summer Swim Lessons<br>Summer Swim Lesson Plan and Fees | | Swim Lesson Plan and Fees.pdf |
| Summer Swim Team<br>Summer Swim Team Plan and Fees | | Summer Swim Team Plan and Fees.pdf |
| Pool Passes<br>Plan for Selling Pool Passes, Fees and Method of Verifying Residency | | Pool Pass and Pool Party Rental Plan and Fees.pdf |
| Pool Parties<br>Plan for Pool Party Rentals and Fees | | Pool Pass and Pool Party Rental Plan and Fees.pdf |
| **4 Required Documents** | | |

**TO**: Mayor Weber
President Rettig
Members of City Council

**FROM**: Timothy W. Effler, Law Director

**RE**: Ordinance 12-2026

**DATE**: February 17, 2026

**Subject Matter/Background**

The City of is in need of Recreation Director Services for the 2026 Summer Recreation Program. The City desires to obtain such services through an independent contractor arrangement rather than through municipal employment. Charles Brigode has the relevant experience and familiarity with the municipality's recreation programs to provide such services.

The passage of this resolution authorizes waiving the second quote requirement listed in the City's purchasing policy and authorize the Mayor and Director of Finance to enter into a, Independent Contractor Agreement with Charles Brigode for the 2026 Summer Recreation Director Services in an amount not to exceed Seventeen Thousand Four Hundred Eighty-Seven Dollars and Sixty Cents ($17,487.60).

**Financial Review**

Account number: 1110-41650-53222

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

**RESOLUTION 12-2026**

A RESOLUTION AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT WITH CHARLES BRIGODE FOR RECREATION DIRECTOR SERVICES FOR THE 2026 SUMMER RECREATION PROGRAM; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is in need of Recreation Director Services for the 2026 Summer Recreation Program; and,

WHEREAS, the City desires to obtain such services through an independent contractor arrangement rather than through municipal employment; and,

WHEREAS, Charles Brigode has the relevant experience and familiarity with the municipality's recreation programs to provide such services;

WHEREAS, the Agreement shall be for an amount not to exceed Seventeen Thousand Four Hundred Eighty-Seven Dollars and Sixty Cents ($17,487.60); and,

WHEREAS, the Recreation Committee reviewed this legislation at their meeting on February 9, 2025 and unanimously recommended the legislation to City Council.

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

SECTION 1. The second quote requirement listed in the City's purchasing policy is hereby waived and the Mayor and Director of Finance are authorized to enter into an Independent Contractor Agreement with Charles Brigode for the 2026 Summer Recreation Director Services in an amount not to exceed Seventeen Thousand Four Hundred Eighty-Seven Dollars and Sixty Cents ($17,487.60), as represented in Exhibit A.

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

__________________________________
President of Council

__________________________________
Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: __________________________

Timothy W. Effler
LAW DIRECTOR

| | |
|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Resolution 13-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

It is necessary for the safety and health of the City of Perrysburg that the WWTP have the necessary equipment for the proper treatment of wastewater. The WWTP has reviewed their equipment needs and found that it is necessary to rebuild one (1) of WWTP's existing influent screens for the treatment of wastewater.

The total price for the parts and technician necessary to complete the rebuild of the influent screen is Two Hundred Five Thousand Three Hundred Eighty-Five Dollars and Zero Cents ($205,385.00).

**Financial Review**

Account: 5402-61815-55299

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

**RESOLUTION 13-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PARKSON CORPORATION IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS ($205,385.00) FOR THE NECESSARY PARTS AND TECHNICIAN TO REBUILD AN INFLUENT SCREEN AT THE WASTEWATER TREATMENT PLANT; AND DECLARING AN EMERGENCY

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

WHEREAS, the WWTP has reviewed their equipment needs and has found it necessary to rebuild one (1) of WWTP's existing influent screens for the treatment of wastewater; and,

WHEREAS, the parts utilized in the equipment rebuild must be compatible with existing equipment in order to properly function; and,

WHEREAS, Parkson Corporation is the sole source provider for parts for the subject product; and,

WHEREAS, the total price for the parts and technician necessary to complete the rebuild of the influent screen is Two Hundred Five Thousand Three Hundred Eighty-Five Dollars and Zero Cents ($205,385.00); and,

WHEREAS, the Public Utilities Committee, at its meeting held January 26, 2026, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Parkson Corporation for the parts and technician needed to rebuild one (1) of the existing influent screens in an amount not to exceed Two Hundred Five Thousand Three Hundred Eighty-Five Dollars and Zero Cents ($205,385.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

________________________________
President of Council

________________________________
Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: _________________________

Timothy W. Effler
LAW DIRECTOR

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

*Phone* 1.888.PARKSON
*Fax* 954.974.6182



# Sole Source Letter

| | | | |
|---|---|---|---|
| **To:** | AJ Coleman, P.E. | **Date:** | November 6, 2025 |
| **Company:** | City of Perrysburg, OH | **From:** | Richard Musante |
| **Tel:** | (419) 872-8050 | **Tel:** | 814-659-1214 |
| **Fax:** | | **Fax:** | |
| **Email:** | acoleman@ci.perrysburg.oh.us | **Email:** | rmusante@parkson.com |
| **# Pages:** | 1 | **Cc:** | David Reinker - HPT |
| **Subject:** | Product – Parkson Aquaguard Element Screen<br>Serial Number 200869 | | |

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

*Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.*

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Richard J Musante

Parkson Corporation

Parkson
Treating Water Right

MRI SCHREIBER FilterONE USA HYCOR

CORPORATE OFFICE
1401 W. Cypress Creek Rd., Ste. 100
Fort Lauderdale, FL 33309
Phone 954.974.6610
Fax 954.974.6182

# Quotation

**NUMBER:** B02010977

**DATE:** 10-10-2025

**TO:** Perrysburg WWTP

**REF.:** Project Name: Perrysburg WWTP
Project Location: Perrysburg, OH
Original Serial #: 200869
Rebuild #: B02010977

Attn: Keith Bledsoe, Ernest Shafer, Rich Jarosz
Tel: 419-872-8041
Fax:
E-Mail: kbledsoe@ci.perrysburg.oh.us; eshafer@ci.perrysburg.oh.us; rjarosz@perrysburg.oh.us

---

Parkson Corporation proposes the reconditioning of your existing Aqua Guard® Continuous Self-Cleaning Bar/Filter Screen and is pleased to provide this ***Rebuild/Retrofit Quotation*** for the following:

## ITEM 1 AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN

| | |
|---|---|
| # Existing Units: | 2 |
| Unit #: | 20086902, 20086903 |
| Model: | AG-**MN-A** |

### 1.A <u>Existing Equipment:</u>

**Description**

| | |
|---|---|
| Screen Width: | 3'-10.5 |
| Solids Discharge Height: | 12' |

*[as measured from the bottom of the channel to the discharge point]*

| | |
|---|---|
| Screen Angle: | 75 º |
| Screen Opening: | 6 mm |
| Application / Industry: | Municipal |

**Materials of Construction**

| | |
|---|---|
| Elements: | high impact polycarbonate alloy |
| Frame: | 304 SS |
| Conveyor Chain: | 304/410 |
| Filter Element Shafts: | 304 SS |
| Side Plate: | high impact phenolic |

## 1.B The following parts are recommended for replacement on one (1) unit:

| | |
|---|---|
| **200869** | **B02010977** |
| **Perrysburg WWTP** | |
| **AG-MN-A75, 3'10.5" x 12', 6mm, 304ss** | |
| | |
| **Item Description** | **Quantity** |
| Rotating Brush | 1 |
| | |
| Drive shaft, | 0 |
| Upper Guide Rails, AS/OH | 2 |
| Upper Guide Rail Mtg. Spacers | 6 |
| Upper Center Guide Rail | 1 |
| Guide Rails, AS/OH | 2 |
| Center Guide Rail | 1 |
| Lower Guide Rails | 2 |
| Lower Guide Rail Mtg. Spacers | 4 |
| Filler Plates | 2 |
| | |
| Discharge Pan Seal, Neoprene | 2 |
| Side Seal, Neoprene/Brush | 2 |
| Center Seal, Neoprene/Brush | 1 |
| Center Seal | 1 |
| | |
| Flange Bearing, Brush | 2 |
| Pillow Block, Take-up | 2 |
| Flange Bearing, Drive shaft | 1 |
| Bushing, | 1 |
| Bushing, | 1 |
| Sprocket, Brush | 1 |
| Sprocket, Drive shaft | 1 |
| #40 Chain with Master Link | 1 |
| Chain Tightener | 1 |
| | |
| Nameplates & Labels Set | 1 |
| | |
| ***Front Seal*** | |
| Brush, 2" x 25" | 2 |
| Brush, 3" x 25" | 2 |
| | |
| ***Screen Assembly, 6mm*** | 1 |
| Elements, 6mm | 5406 |
| Side Plates | 408 |
| Spacer Washers | 204 |
| Chain Link Assembly | 204 |
| Center Chain Link Assembly | 102 |
| Filter Shafts, Hollow | 102 |
| Snap Rings | 204 |

Parkson

## 1.C The following UC parts are recommended for retrofit on one (1) unit:

| UltraClean TM, or Perf retro | |
|---|---|
| Upper Frame Weldment, | 1 |
| Top Bracket | 1 |
| Drive Shaft | 1 |
| Drive Mtg. Bracket, Main | 1 |
| Rail, Upper - Top and Bottom | 4 |
| Rear Cover, Upper, Lower and Fixed | 1 |
| Drive Mtg. Bracket Components Brush & shaft | 1 |
| Center Upper Rail Support, (Double Wides only) | 1 |
| Rotating Brush, 304ss | 1 |
| Bearing, UltraClean Brush | 2 |
| Connecting Chute | 1 |
| Spray Header | 2 |
| Solenoid Valve, | 1 |
| Ball Valves | 2 |
| Pressure Gage | 1 |
| Nozzles, 1/4 Turn, Plastic | 24 |
| Reducer and 1/2 HP, Motor, for Brush | 1 |
| Sub Control Panel | 1 |
| Screen assembly components, for 6 Shafts | 1 |
| Hardware | 1 lot |
| Gasket Set | 1 |

**Notes on Conversion:**

1- **All electrical conduits, wire etc. and installations required to install the auxiliary NEMA 4X Control Panel, Solenoid Valve and Brush Motor are the responsibility of the owner.**

2- **NEMA 4X Control Panel to installed in a non-hazardous location**

3- **Owner is responsible to provide 1-1//4" pipe water line by the Bar Screen, for the connection to the spray system.**

4- **Power requirements are 120/1/60 for solenoid valve and 480/3/60 for the brush motor and local control panel.**

5- **(2) Spray headers will require a total of 12 gpm at 10 psi or 24 gpm at 40 psi, recommended 1-1/4" pipe.**

Parkson

## ITEM 2 OFFERINGS - PURCHASE PRICE

### 2.A Parkson Certified On-site Rebuild with OEM Parts & Technicians With UltraClean Upgrade (Per Unit) ……………………………………………………………… $255,600.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work performed by Parkson authorized field technicians, who will test run equipment at completion of rebuild.
6. Taxes excluded.

**Rebuild / Start-Up Assistance - Included**

Parkson will furnish one certified crew as required to rebuild unit, provide start-up and operator training. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,260 per day plus travel and living expenses.

### 2.B Parkson Certified On-site Rebuild by Owner with OEM Parts and Parkson Supervision With UltraClean Upgrade…………………………………..$205,385.00 USD

1. To ensure work site safety, customer/owner is responsible for removing unit from the channel, placing unit on a level surface, thoroughly cleaning, pressure washing, disinfecting the unit, and reinstalling unit in channel. Customer is also responsible for all field work, with supervision of rebuild efforts by Parkson.
2. All parts listed in [1B] above.
3. Parts will be shipped F.O.B. Factory, freight included to jobsite.
4. Removal and reinstallation of the unit in the channel is excluded.
5. Work supervised by Parkson certified personnel.
6. Taxes excluded.

**Field Service Supervision / Start-Up Assistance - Included**

Parkson will furnish one certified technician as required to supervise rebuild of the unit, provide start-up and operator training. Customer agrees to provide 3 workers to preform rebuild labor during the entire rebuild process. Should they get pulled off the job for other reasons additional charges will be incurred by Buyer. Dates of service to be scheduled upon receipt of Buyer's written request.

Additional start-up service can be purchased for $1,260 per day plus travel and living expenses.

Parkson

Please contact Parkson for a formal new unit quotation and purchase price.

**ITEM 3 OPTIONS FOR EXISTING UNIT(S) ONLY**

1. Change to 3mm Elements ……………………. ADD……. $9,130.90 **USD**

**ITEM 4 SCHEDULE, VALIDITY, PAYMENT TERMS**

**4.A Schedule**

- Submittal Phase not required on this project.
- Informational Package will be made (5-6 weeks) after receipt of acceptable Purchase Order by Parkson and all questions are resolved.
- Parts availability: Sixteen (16)weeks following receipt of acceptable written Purchase Order. The Parkson Project Manager will coordinate shipment of the unit to and from the factory with the customer for factory rebuilds.
- Field/on-site rebuild is expected to occur approximately 4-6 weeks after all replacement parts are delivered to the jobsite, subject to mutually approved scheduling. (Prior commitments may dictate schedule variations). However, in no event shall Parkson be the sole cause of delaying the scheduled start of the rebuild more than 90 days after parts delivery.

**4.B Validity:**

Price is valid for thirty (30) calendar days from Quotation date, for shipment of Equipment within the timetable stated above.

**4.C Payment Terms:**

- 25% with order, 65% upon shipment of parts; 10% upon rebuild completion, NTE 90-days after shipment should rebuild be delayed by other than Parkson.

All payments are NET 30 days.

**COMMERCIAL ITEMS**

**WARRANTY**

As defined in Section XVI on the attached Standard Conditions of Sale, Parkson offers a one (1) year mechanical warranty for all new parts installed on the Rotostrainer by a) factory certified rebuild, b) on-site certified rebuild, or c) on-site supervised, certified rebuild.
Installation labor of parts or parts not ordered as part of a rebuild package have a 90 day warranty.

## DRAWINGS AND INSTALLATION, OPERATION AND MAINTENANCE (IO&M) MANUALS:

1. Approval Drawings: Not required
2. Certified Drawings: Not required
3. IO&M Manuals: Not required
4. Information Package: Two (2) (Only for UltraClean Retrofit)

## TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: http://www.parkson.com/files/documents/Sales-conditions.pdf

## PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

## CLARIFICATIONS AND EXCEPTIONS:

Parkson is not in receipt of any plans and specifications. The equipment quoted above is based upon Parkson's current standards and may or may not comply with any specification that may exist. Parkson reserves the right to revise this quotation upon receipt of any plans and specifications.

## BUYER / OWNER RESPONSIBILITY UNLESS OTHERWISE STATED:

**Getting the Unit ready for the Rebuild/Retrofit**

- Upon disassembly in our shop or on-site, if any unforeseen parts or structural repairs are discovered, Parkson Corporation will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of Aqua Guard unit in channel, includes and is not limited to:
  1. High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
  2. Disassembling from adjoining equipment / electrical / controls.
  3. Disconnecting shower water connections and water supply.
  4. Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
  5. Removing piping connections, platforms, gratings and railings unless stated otherwise.
  6. Removing any other auxiliary equipment or service not detailed above.
- Readiness of the equipment before requesting [rebuild or start-up] service. Non-readiness may result in additional charges.

**Getting the Site ready for the Rebuild/Retrofit (Personnel Safety is of utmost importance)**

- Provide a safe work area around the equipment.
    7. If the rebuild is performed with the unit in the channel; customer/owner to cover the channel with minimum ¾" plywood and ensure it is properly secured.
    8. If unit is tilted out of the channel customer/owner to supply a brace (spanning the channel) sufficient enough to support the weight of the unit while it is being rebuilt.
    9. Whenever possible, unit should be staged away a safe distance away from any currently utilized equipment and/or work areas.
- Provide proper ventilation inside the building
- Care and storage of rebuild components upon receipt at customer site.
- Unloading of replacement parts when they arrive on site.
- Delivered material needs to be stored at the same elevation and within 10 feet of the screen (if applicable)
- Redirect channel flow.
- Provide clean, dry channel.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) in order to place them in a customer supplied dumpster.

**Customer must Provide:**

- At a minimum a forklift and possibly a crane / hoist.
- Manlift, ladders
- Dumpster for all old parts [on-site rebuild only].
- Hydraulic puller to remove gear assembly.
- Any other specialty tool which may be required.

**NOTE REGARDING CA PREVALING WAGES**: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and knowhow. No craft or trade would be appropriate for apprentices related to this work. If the awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time.

Parkson

- Please return one signed copy of this quotation and Purchase Order to Parkson Corporation at the address below. Refer to this quotation, date, and related correspondence.

**Issued By: Carlos Robaina**

**PARKSON CORPORATION**
1401 West Cypress Creek Road, Ste. 100
Fort Lauderdale, FL 33309

Richard S Musante

Name: Richard Musante
Title: Mid-West Regional Sales Manager
Phone: 814-659-1214
E-Mail: rmusante@parkson.com

Date: 10-10-2025

**Accepted By:** (Herein called the Buyer)

Title:
Date:

Local Rep:

Chris Kushner
Henry P. Thompson Co., Inc.
3540 Edgewater Dr. Vermillion, OH 44089
(P) 614-512-1054

cc:

2/13/25 evs

| | |
|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Resolution 14-2026 |
| **DATE:** | February 17, 2026 |

**Subject Matter/Background**

The City of Perrysburg is in need of a contractor to assist in the rebuild of an influent screen at the wastewater treatment plant. The City received two (2) quotes with Industrial Power Systems, Inc. providing the lowest quote for the necessary labor, material, tools, equipment, transportation, and supervision to complete the rebuild.

The total cost is expected to be Thirty Thousand Nine Hundred Sixty Dollars and Zero Cents ($30,960.00).

This Resolution authorizes the Mayor and Director of Finance to accept the proposal and enter into an agreement with Industrial Power Systems, Inc. in an amount not to exceed Thirty Thousand Nine Hundred Sixty Dollars and Zero Cents ($30,960.00) for a contractor to assist in the rebuild of an influent screen at the WWTP.

**Financial Review**

Account Number: 5402-61815-55299

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

**RESOLUTION 14-2026**

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INDUSTRIAL POWER SYSTEMS, INC. FOR CONTRACTOR SERVICES TO REBUILD AN INFLUENT SCREEN AT THE WASTEWATER TREATMENT PLANT (WWTP) AT A COST NOT TO EXCEED THIRTY THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS ($30,960.00); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, is in need of a contractor to assist in the rebuild of an influent screen at the WWTP; and,

WHEREAS, the City received two (2) quotes with Industrial Power Systems, Inc. providing the lowest quote for the necessary labor, material, tools, equipment, transportation, and supervision to complete rebuild, at a total cost of Thirty Thousand Nine Hundred Sixty Dollars and Zero Cents ($30,960.00); and,

WHEREAS, the Public Utilities Committee considered the legislation at its January 26, 2026 meeting, and unanimously recommended its advancement to the City Council.

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

SECTION 1. City Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Industrial Power Systems, Inc. to provide the necessary labor, material, tools, equipment, transportation, and supervision to complete the rebuild of one (1) influent screen, at a cost not to exceed Thirty Thousand Nine Hundred Sixty Dollars and Zero Cents ($30,960.00), as represented in Exhibit A.

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

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

__________________________________
President of Council

__________________________________
Mayor

PASSED ____________________________

ATTEST: ___________________________

APPROVED: _________________________

Timothy W. Effler
LAW DIRECTOR

146 Dixie Hwy.
Rossford, OH 43460
www.IPScontractor.com

November 12, 2025

Brian Kozakiewics
Perrysburg Waste Water Treatment Plant
1 West Boundary
Perrysburg, Ohio 43551
bkozakiewicz@perrysburgoh.gov

Re: **City of Perrysburg WWTP Upgrades/ IPS Estimate #250674**

Dear Mr. Kozakiewicz:

Industrial Power Systems, Inc. (IPS) is pleased to submit a T&M quote in the amount of **$30,960.00 (Thirty Thousand Nine Hundred Sixty and 00/100 Dollars)** to provide the necessary labor, material, tools, equipment, transportation, and supervision to complete the scope of work detailed below. IPS's proposal was developed based on the following:

- Site visit on 11/5/25
- Drawings and information provided by Parkson rep
    - Drawing #3139-616-002 Sheet 1 and 2
    - Drawing #20086901 Sheets 1-3
    - AG-MN-UltraClean Product Information Pamphlet

**Scope of Work:**

1. Provide (2) pipefitters for (1) 10-hour day to cut in water supply line.
2. Provide and install schedule 40 CPVC piping for water supply line.
3. Provide and install ball valve where we tee off existing water line.
4. Provide (1) pipefitter for startup/commissioning.
5. Provide (2) millwright for (3) 10-hour days to support cleaning/replacing mechanical bar screen filters, removing existing mechanical bar screen head, and installing new mechanical bar screen head.
6. Provide (2) electricians for (3) 10-hour days and electrical materials to make electrical modifications to mechanical bar screen.
7. Provide and install new conduit, wiring, and explosion proof fittings per drawings.
8. Install new control panel provided by others.
9. Provide (1) electrician for startup/commissioning.
10. Remove existing chute from mechanical bar screen, fabricate and install new chute for the mechanical bar screen to fit with the new head.
11. All work to be directed by Parkson representative.

**Qualifications:**

1. All work is to be performed Monday through Friday, between the hours of 7:00 AM and 5:30 PM.
2. Commissioning support included.
3. Additional scope and unforeseen conditions shall be completed on a Time & Material (T&M) basis.
4. This proposal is valid for 15 days.
5. Due to the fluctuations in the materials market, material prices cannot be guaranteed for more than 24 hours. Orders placed 24 hours after the submittal of this quote will be subject to market value adjustments.

6. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this quotation. Subcontractors shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, inflation, Covid-19, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
7. This proposal is contingent upon reaching mutually agreed terms and conditions.
8. Taxes are excluded.

**Exclusions:**

A. Engineering.
B. Mechanical bar screen filters
C. Control Panel.
D. Port a Johns.
E. Dumpsters.
F. Due to the fluctuations in the market, material and equipment prices cannot be guaranteed for more than forty-eight (48) hours; orders placed after forty-eight (48) hours from the time of the quote will be subject to market value adjustments.
G. This price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this proposal; IPS shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to reprocure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
H. Any items not specifically mentioned in this proposal letter and delineated herein.

Thank you for the opportunity to submit this proposal for the **City of Perrysburg WWTP Upgrades**. If you have any questions or require additional information, please do not hesitate to contact me.

Respectfully,

**David Roach**
*Senior Project Engineer*
davidr@ipscontractor.com
Mobile: (734) 731-9230

| | |
|---|---|
| **TO:** | Mayor Weber<br>President Rettig<br>Members of City Council |
| **FROM:** | Timothy W. Effler, Law Director |
| **RE:** | Ordinance 4-2026 |
| **DATE:** | February 3, 2026 |

**Subject Matter/Background**

The City of Perrysburg has determined it necessary to update Chapter 286 to provide clarity and further guidance to the rules and regulations for the Litter Prevention and Recycling Board within the City of Perrysburg.

The Service Committee considered the measure at its meeting on January 28, 2026 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 – February 3, 2026
2nd Reading – February 17, 2026
3rd Reading and vote – March 3, 2026

**ORDINANCE 4-2026**

AN ORDINANCE AMENDING PERRYSBURG CODIFIED
ORDINANCE CHAPTER 286

WHEREAS, Perrysburg Codified Ordinance Chapter 286 establishes the rules and regulations for the Litter Prevention and Recycling Board within the City of Perrysburg; and,

WHEREAS, the City of Perrysburg has determined it necessary to update the Chapter to expand, and provide clarity and further guidance to, the Litter Prevention and Recycling Board.

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:

**CHAPTER 286**
**Litter Prevention and Recycling Board**

286.01 **Establishment, membership, compensation, voting, quorum.**

286.02 **Duties.**

CROSS REFERENCES

Statewide litter control and recycling program - see Ohio R.C. 1502.03

Authorized purposes for litter control grants - see Ohio R.C. 1502.05

Littering - see GEN. OFF. 660.03

**286.01 ESTABLISHMENT, MEMBERSHIP, COMPENSATION, VOTING, QUORUM.**

(a) There is hereby established a Litter Prevention and Recycling Board for the City. Such Board shall be comprised of nine members, all residents of the Municipality, one of whom shall be the Deputy Director of Public Service, one of whom shall be the Litter Prevention and Recycling Coordinator, one of whom shall be a member of a law enforcement organization, one of whom shall be an educator, one of whom shall be a business operator, two of whom shall be high school students and two who need only be residents of the Municipality. The Litter Prevention and Recycling Coordinator shall serve as staff to the Board.

(b) (1) The Mayor shall appoint such persons, subject to the approval of Council, and all such persons shall serve without compensation. All members of the Board shall exercise one vote. Five members shall constitute a quorum. Such officers as desired by the Board shall be elected in January for a one year term. The initial appointments made by the Mayor, with the exception of the Deputy Director of Public Service and the Litter Prevention and Recycling Coordinator, shall provide two members for a one-year period and three members for a two-year period. Subsequent to initial appointments, all appointments to the Board by the Mayor shall be for a two year period, except the members who are high school students, whose term shall be one year. All terms expire on December 31, except the members who are high school students whose terms shall expire on June 1.
(Ord. 36-2000. Passed 4-18-00.)

(2) Any member who misses more than three consecutive meetings or more than one-half of the meetings in any calendar year shall be deemed to have vacated his or her position and shall be replaced.

**286.02 DUTIES.**

The duties of the Litter Prevention and Recycling Board are to:

(a) Advise the appropriate City officials, Council and the Litter Prevention and Recycling Coordinator in the development and administration of a Litter Prevention and Recycling Program.
(b) Provide recommendations and direction in developing goals and objectives.
(c) Make recommendations as to the selection of a Litter Prevention and Recycling Program Coordinator.
(d) Make recommendations concerning implementation of the program, and
(e) Seek public involvement in the Litter Prevention and Recycling Program development.
(Ord. 47-94. Passed 5-17-94.)

is hereby amended and adopted to read as:

**CHAPTER 286**
**Litter Prevention and Recycling Board**

286.01 **Establishment, membership, compensation, voting, quorum.**

286.02 **Duties.**

CROSS REFERENCES

~~Statewide litter control and recycling program - see Ohio R.C. 1502.03~~

~~Authorized purposes for litter control grants - see Ohio R.C. 1502.05~~

Recycling, Waste Reduction, Litter Prevention – see Ohio R.C. 3736

Littering - see GEN. OFF. 660.03

**286.01 ESTABLISHMENT, MEMBERSHIP, COMPENSATION, VOTING, QUORUM.**

(a) There is hereby established a Litter Prevention and Recycling Board for the City. Such Board shall be comprised of ~~nine~~ twelve (12) members, all residents or employees of the Municipality.~~, one of whom shall be the Deputy Director of Public Service, one of whom shall be the Litter Prevention and Recycling Coordinator, one of whom shall be a member of a law enforcement organization~~ Of the twelve (12) members: three (3) shall be current City employees, one (1) shall be in the waste management industry, one (1) ~~of whom~~ shall be an educator, one (1) ~~of whom~~ shall be a business operator, two (2) ~~of whom~~ shall be high school students, and ~~two~~ four (4) who need only be residents of the Municipality. ~~The Litter Prevention and Recycling Coordinator shall serve as staff to the Board.~~

(b) (1) The Mayor shall appoint such persons, subject to the approval of Council, and all such persons shall serve without compensation. All members of the Board shall exercise one (1) vote. ~~Five~~ Seven (7) members shall constitute a quorum. Such officers as desired by the Board shall be elected in January for a one (1) year term. ~~The initial appointments made by the Mayor, with the exception of the Deputy Director of Public Service and the Litter Prevention and Recycling Coordinator, shall provide two members for a one-year period and three members for a two-year period. Subsequent to initial appointments, a~~ All appointments to the Board by the Mayor shall be staggered for a two (2) year period, except the members who are high school students, whose term shall be one (1) year. All terms expire on December 31. ~~, except the members who are high school students whose terms shall expire on June 1.~~

(2) Any member who misses more than three consecutive meetings or more than one-half of the meetings in any calendar year shall be deemed to have vacated his or her position and shall be replaced.

(Ord. 119-2000. Passed 8-15-00.)

**286.02 DUTIES.**

The duties of the Litter Prevention and Recycling Board are to:

(a) Advise the appropriate City officials~~,~~ and City Council ~~and the Litter Prevention and Recycling Coordinator~~ in the development and administration of ~~a~~ the Litter Prevention and Recycling Program.

(b) Provide recommendations and direction in developing goals and objectives.

~~(c) Make recommendations as to the selection of a Litter Prevention and Recycling Program Coordinator.~~

~~(d)~~ (c) Make recommendations concerning implementation of the program, and

~~(e)~~ (d) Seek public involvement in the Litter Prevention and Recycling Program development.

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

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

______________________________
President of Council

______________________________
Mayor

PASSED _________________________

ATTEST: _________________________

APPROVED: ______________________

Timothy W. Effler
LAW DIRECTOR

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 15-2026

**DATE:** February 17, 2026

**Subject Matter/Background**

The City of Perrysburg is seeking to install traffic signals at the intersection of Fort Meigs Road and Coe Court.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with US Utility Contractors Co. for the installation of traffic signals at the intersection of Fort Meigs Road and Coe Court at a price of Three Hundred Twenty-Two Thousand Four Hundred Fifty-Two Dollars and Four Cents ($322,452.04), with the City Engineer requesting a ten percent (10%) contingency of Thirty-Two Thousand Two Hundred Forty-Five Dollars and Twenty Cents ($32,245.20), leaving the total cost of the project at an amount not to exceed Three Hundred Fifty-Four Thousand Six Hundred Ninety-Seven Dollars and Twenty-Four Cents ($354,697.24).

The Service Committee, at its meeting held January 28, 2026, unanimously approved advancement of this Agreement to City Council.

**Financial Review**

Account Number: 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 waive the rules, waive the three readings, and pass the legislation as an emergency measure is appropriate, as the bid award is only valid for sixty (60) days.

**RESOLUTION 15-2026**

A RESOLUTION AWARDING A BID AND AGREEMENT TO US UTILITY CONTRACTORS CO., INC. IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS AND TWENTY-FOUR CENTS ($354,697.24) FOR TRAFFIC SIGNAL INSTALLATIONS; AND DECLARING AND EMERGENCY

WHEREAS, the City of Perrysburg, is seeking to install traffic signals at the intersection of Fort Meigs Road and Coe Court; and,

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

WHEREAS, the City received three (3) bids, two (2) of which were responsive, and the bid received from US Utility Contractors Co., Inc. of Perrysburg, Ohio, provided the lowest and best responsive bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is Three Hundred Twenty-Two Thousand Four Hundred Fifty-Two Dollars and Four Cents ($322,452.04), with the City Engineer requesting a ten percent (10%) contingency of Thirty-Two Thousand Two Hundred Forty-Five Dollars and Twenty Cents ($32,245.20), leaving the total cost of the project at an amount not to exceed Three Hundred Fifty-Four Thousand Six Hundred Ninety-Seven Dollars and Twenty-Four Cents ($354,697.24); and,

WHEREAS, the Service Committee, at its meeting held January 28, 2026, unanimously approved advancement of this Agreement to City Council.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with US Utility Contractors Co., Inc., to install traffic signals at the intersection of Fort Meigs Road and Coe Court, at a cost of Three Hundred Twenty-Two Thousand Four Hundred Fifty-Two Dollars and Four Cents ($322,452.04), as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the

Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) of Thirty-Two Thousand Two Hundred Forty-Five Dollars and Twenty Cents ($32,245.20), for a total project amount not to exceed Three Hundred Fifty-Four Thousand Six Hundred Ninety-Seven Dollars and Twenty-Four Cents ($354,697.24).

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

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

______________________________
President of Council

______________________________
Mayor

PASSED: __________________________

ATTEST: __________________________

APPROVED: ________________________

Timothy W. Effler
LAW DIRECTOR

## General Info

## Total:

$322,452.04

---

**Number**

Fort Meigs Road - Coe Court Signal Improvements

**Deadline**

01/15/2026 02:00 PM EST

**Vendor**

U.S. Utility Contractor

**Submitted**

01/15/2026 11:16 AM EST

**Signed by**

Kathryn Chlebowski
**Account Holder** Kathryn Chlebowski

**Opened**

01/15/2026 02:00 PM EST
**By**
bthomas@ci.perrysburg.oh.us

**Description**

The City of Perrysburg hereby invites qualified firms to provide all labor & materials for the installation of a traffic signal installations at Ft Meigs Road/Coe Court Intersection.

This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.

In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.

Substantial Completion: October 1, 2026

Engineering Estimate for the entire project: $ 350,000

**Allows zero unit prices and labor**

Yes

**Allows negative unit prices and labor**

Yes

## Ordinance 08-2023 Confirmation Statement

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

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

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

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

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

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

**Statement #1 Answer ***

Yes

**Statement #2 Answer ***

Yes

**Statement #3 Answer ***

Yes

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

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

**Signature ***

Kathryn A. Chlebowski

**Title ***

President

**Bidder Company Name ***

US Utility Contractor Co. Inc.

**Date ***

1-15-26

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

## Attachment List

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

24115_Ft Meigs & Coe Ct Final Signal Plans.pdf (14.6 MB)
Plan Set

Legal Notice 2025 Ft Meigs-Coe Court.pdf (95.7 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (145 KB)
Project Description

4_InstructionstoBid-FY21.pdf (114 KB)
Instruction to Bidders

5_General Conditions.pdf (234 KB)
General Conditions

6_Specs_FY21.pdf (187 KB)
Supplemental Specifications

7_Insurance Requirements.pdf (109 KB)
Additional Requirements

8_ContractForm_FY21.pdf (693 KB)
Contract Forms (For Reference Only - From a Previous Project)

# Proposal

**BID**

**Proposal of: ***

US Utility Contractor Co. Inc.

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

Ohio

**doing business as ***

"a corporation"

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

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

Fort Meigs - Coe Court Signal Improvements

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

Three Hundred Twenty-Two Thousand Four Hundred Fifty-Two Dollars and 04/
100-----------------------------------------------------------------------------------------------------------

**$ (in currency): ***

$322,452.04

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

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

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

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

**Addenda #: ***

N/A

**Addenda Date: ***

N/A

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

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

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

**Signature: ***

Kathryn A. Chlebowski

**Address: ***

3592 Genoa Rd

**Title: ***

President

**City, State, Zip: ***

Perrysburg, OH 43551

**Legal Name of Bidder: ***

US Utility Contractor Co. Inc.

**Phone Number: ***

(419) 837-9753

**Fax Number: ***

419-837-9959

**E-mail Address ***

officeadmin@usutilitycontractors.com

## Roadway

$16,354.80

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 202E30000 | WALK REMOVED | 693.00 | SF | $2.10 | $1,455.30 |
| 608E10000 | 4" CONCRETE WALK | 349.00 | SF | $25.20 | $8,794.80 |
| 608E52000 | CURB RAMP | 241.00 | SF | $25.20 | $6,073.20 |
| 611E99700 | GAS VALVE BOX ADJUSTED TO GRADE | 1.00 | EACH | $31.50 | $31.50 |
| | | | | | **Total: $16,354.80** |

# Erosion Control

$4,547.10

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 659E00300 | TOPSOIL | 9.40 | CY | $136.50 | $1,283.10 |
| 659E10001 | SEEDING AND MULCHING, AS PER PLAN | 112.80 | SY | $10.50 | $1,184.40 |
| 659E14000 | REPAIR SEEDING AND MULCHING | 5.60 | SY | $10.50 | $58.80 |
| 659E20000 | COMMERCIAL FERTILIZER | 0.03 | TON | $661.50 | $19.85 |
| 659E35000 | WATER | 0.90 | MGAL | $1.05 | $0.95 |
| 832E30000 | EROSION CONTROL | 2,000.00 | EACH | $1.00 | $2,000.00 |
| | | | | | **Total: $4,547.10** |

## Pavement

$11,226.60

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 202E23000 | PAVEMENT REMOVED | 29.00 | SY | $105.00 | $3,045.00 |
| 253E01000 | PAVEMENT REPAIR | 20.00 | SY | $315.00 | $6,300.00 |
| 609E12000 | COMBINATION CURB AND GUTTER, TYPE 2 | 16.00 | FT | $117.60 | $1,881.60 |
| | | | | | **Total: $11,226.60** |

## Traffic Control

$8,540.70

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 630E03100 | GROUND MOUNTED SUPPORT, NO. 3 POST | 43.00 | FT | $15.75 | $677.25 |
| 630E79500 | SIGN SUPPORT ASSEMBLY, POLE MOUNTED | 5.00 | EACH | $157.50 | $787.50 |
| 630E80100 | SIGN, FLAT SHEET | 32.00 | SF | $21.00 | $672.00 |
| 630E80500 | SIGN, DOUBLE FACED, STREET NAME | 4.00 | EACH | $157.50 | $630.00 |
| 630E84900 | REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL | 7.00 | EACH | $21.00 | $147.00 |
| 630E86002 | REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL | 5.00 | EACH | $21.00 | $105.00 |
| 630E89902 | REMOVAL OF MISCELLANEOU S TRAFFIC CONTROL ITEM | 2.00 | EACH | $787.50 | $1,575.00 |
| 642E00300 | CENTER LINE, TYPE 1 | 0.04 | MILE | $10,500.00 | $420.00 |
| 642E00400 | CHANNELIZING LINE, 8", TYPE 1 | 100.00 | FT | $2.10 | $210.00 |
| 642E30000 | REMOVAL OF PAVEMENT MARKING | 388.00 | FT | $3.15 | $1,222.20 |
| 642E30020 | REMOVAL OF PAVEMENT MARKING | 2.00 | EACH | $315.00 | $630.00 |
| 644E00500 | STOP LINE | 73.00 | FT | $15.75 | $1,149.75 |
| | | | | | **Total: $8,540.70** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| 644E01300 | LANE ARROW | 2.00 | EACH | $157.50 | $315.00 |
| | | | | | **Total: $8,540.70** |

## Traffic Signals

$255,404.99

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 611E00400 | 4" CONDUIT, TYPE E | 50.00 | FT | $1.32 | $66.00 |
| 625E18301 | BRACKET ARM, 18', AS PER PLAN | 2.00 | EACH | $1,222.10 | $2,444.20 |
| 625E23306 | NO. 10 AWG 600 VOLT DISTRIBUTION CABLE | 936.00 | FT | $2.51 | $2,349.36 |
| 625E23400 | NO. 10 AWG POLE AND BRACKET CABLE | 378.00 | FT | $2.51 | $948.78 |
| 625E25400 | CONDUIT, 2", 725.04 | 123.00 | FT | $21.09 | $2,594.07 |
| 625E25402 | CONDUIT, 2", 725.05 | 45.00 | FT | $7.69 | $346.05 |
| 625E25502 | CONDUIT, 3", 725.05 | 35.00 | FT | $8.76 | $306.60 |
| 625E25602 | CONDUIT, 4", 725.05 | 88.00 | FT | $9.41 | $828.08 |
| 625E25902 | CONDUIT, JACKED OR DRILLED, 725.04, 2" | 322.00 | FT | $41.49 | $13,359.78 |
| 625E25902 | CONDUIT, JACKED OR DRILLED, 725.04, 4" | 235.00 | FT | $64.73 | $15,211.55 |
| 625E26253 | LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), AS PER PLAN | 2.00 | EACH | $590.55 | $1,181.10 |
| 625E29000 | TRENCH | 210.00 | FT | $10.78 | $2,263.80 |
| | | | | | **Total: $255,404.99** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| 625E30706 | PULL BOX, 725.08, 24" | 4.00 | EACH | $1,498.90 | $5,995.60 |
| 625E32001 | GROUND ROD, AS PER PLAN | 8.00 | EACH | $286.75 | $2,294.00 |
| 625E34001 | POWER SERVICE, AS PER PLAN | 1.00 | EACH | $4,355.00 | $4,355.00 |
| 625E36010 | UNDERGROUND WARNING/ MARKING TAPE | 210.00 | FT | $2.03 | $426.30 |
| 632E05006 | VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONA TE | 6.00 | EACH | $1,201.05 | $7,206.30 |
| 632E05086 | VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, POLYCARBONA TE | 3.00 | EACH | $1,863.85 | $5,591.55 |
| 632E20731 | PEDESTRIAN SIGNAL HEAD (LED), TYPE D2, COUNTDOWN, AS PER PLAN | 6.00 | EACH | $756.75 | $4,540.50 |
| 632E25000 | COVERING OF VEHICULAR SIGNAL HEAD | 9.00 | EACH | $29.25 | $263.25 |
| 632E25010 | COVERING OF PEDESTRIAN SIGNAL HEAD | 6.00 | EACH | $25.90 | $155.40 |
| 632E26001 | PEDESTRIAN PUSHBUTTON, AS PER PLAN | 6.00 | EACH | $1,319.30 | $7,915.80 |
| 632E40200 | SIGNAL CABLE, 2 CONDUCTOR, NO. 14 AWG | 1,018.00 | FT | $2.61 | $2,656.98 |
| 632E40500 | SIGNAL CABLE, | 1,722.00 | FT | $3.59 | $6,181.98 |
| | | | | | **Total: $255,404.99** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
| --- | --- | --- | --- | --- | --- |
| | 5 CONDUCTOR, NO. 14 AWG | | | | |
| 632E40700 | SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG | 806.00 | FT | $4.66 | $3,755.96 |
| 632E64011 | SIGNAL SUPPORT FOUNDATION, AS PER PLAN | 3.00 | EACH | $4,326.25 | $12,978.75 |
| 632E64020 | PEDESTAL FOUNDATION | 4.00 | EACH | $1,208.75 | $4,835.00 |
| 632E64950 | TEST HOLE PERFORMED | 1.00 | EACH | $825.00 | $825.00 |
| 632E67200 | POWER CABLE, 2 CONDUCTOR, NO. 8 AWG | 603.00 | FT | $3.75 | $2,261.25 |
| 632E72110 | SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 4 | 1.00 | EACH | $14,972.15 | $14,972.15 |
| 632E79111 | COMBINATION SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 4, AS PER PLAN | 1.00 | EACH | $16,523.15 | $16,523.15 |
| 632E78365 | COMBINATION SIGNAL SUPPORT, TYPE TC-12.31 DESIGN 10 POLE, WI TH MAST ARMS TC-81.22 DESIGN 13 AND DESIGN 4, AS PER PLAN | 1.00 | EACH | $37,407.95 | $37,407.95 |
| 632E89600 | PEDESTAL, 8' | 4.00 | EACH | $1,238.65 | $4,954.60 |
| 633E67100 | CABINET FOUNDATION | 1.00 | EACH | $1,448.75 | $1,448.75 |
| 633E67201 | CONTROLLER WORK PAD, AS | 1.00 | EACH | $1,448.75 | $1,448.75 |
| | | | | | **Total: $255,404.99** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| | PER PLAN | | | | |
| 633E75001 | UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN | 1.00 | EACH | $9,410.20 | $9,410.20 |
| 633E99000 | CONTROLLER ITEM, MISC.: CONTROLLER UNIT, TYPE TS2/ A2, WITH CABINET, TYPE TS-2, AS PER PLAN | 1.00 | EACH | $26,981.25 | $26,981.25 |
| 816E30001 | VIDEO DETECTION SYSTEM, AS PER PLAN | 1.00 | EACH | $28,120.20 | $28,120.20 |
| | | | | | **Total: $255,404.99** |

## Maintenance of Traffic

$1,840.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 614E11110 | LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE | 20.00 | HOUR | $92.00 | $1,840.00 |
| | | | | | **Total: $1,840.00** |

## Incidentals

$24,537.85

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 614E11000 | MAINTAINING TRAFFIC | 1.00 | LS | $9,975.00 | $9,975.00 |
| 623E10000 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | 1.00 | LS | $4,704.00 | $4,704.00 |
| 624E10000 | MOBILIZATION | 1.00 | LS | $9,858.85 | $9,858.85 |
| | | | | | **Total: $24,537.85** |

## BID GUARANTEE AND PERFORMANCE BOND

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

US Utility Contractor Co. Inc.

**as Principal and ***

Ohio Farmers Insurance Company

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

10%

**to undertake the project known as: ***

Fort Meigs - Coe Court Signal Improvements

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

**$ (in currency):**

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

**Bond Percentage**

10.00%

**Guarantee Method ***

Certified Check or Paper Bid Bond

**Certified Check or Paper Bid Bond**

**Confirmation ***

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

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

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

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

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

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

**Principal: ***

US Utility Contractor Co. Inc.

**By: ***

Kathryn A. Chlebowski

**Title: ***

President

**Surety: ***

Ohio Farmers Insurance Company

**By (Attorney-in-Fact): ***

Catherine M. Krueger

**Address: ***

1 Park Circle Westfield Center, OH 44251

**Agent: ***

USI Insurance

**Address: ***

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

# EXPERIENCE STATEMENT

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

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

**Response to the above: ***

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

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

**Name: ***

Kathryn A. Chlebowski

**Title: ***

President

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

**Name: ***

N/A

**Title: ***

N/A

# LIST OF SUBCONTRACTORS

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

**Name: ***

Geddis Paving & Excavating

**Address: ***

1019 Wamba Ave. Toledo, OH 46307

**Type of Work: ***

Roadway, Erosion Control & Pavement

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

**Name: ***

Griffin Pavement Striping

**Address: ***

2710 Hayes Ave. Fremont, OH 43420

**Type of Work: ***

Pavement Striping

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

**Name: ***

American Roadway & Traffic
Control

**Address: ***

2661 North Barber Rd. Norton, OH 44203

**Type of Work: ***

Traffic Control, Signing and Maintenance of Traffic

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 3**

**Name:** *

Garcia Surveyors

**Address:** *

1720 Indian Wood Cir. E Maumee, OH 43537

**Type of Work:** *

Layout Stakes & Surveying

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

**Signed By:** *

Kathryn A. Chlebowski

**Title** *

President

**Company** *

US Utility Contractor Co. Inc.

**Date** *

1-15-26

# NONCOLLUSION AFFIDAVIT

**STATE OF: ***

OH

**COUNTY OF: ***

Wood

**Bid Identification ***

Fort Meigs - Coe Court Signal Improvements

**Bidder's Name ***

Kathryn A. Chlebowski

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

president

**Enter response if "other" was selected**

**of (company name): ***

U.S. Utility Contractor Co. Inc.

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

**Signed: ***

Kathryn A. Chlebowski

**Title: ***

President

# SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

# PREVAILING WAGE RESPONSIBILITIES

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

A. time records

B. payroll records including canceled checks

C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

A. Employees full name, address, and social security number

B. Work classification

   (1) Be specific when listing laborers and operators

   (2) Show level/year for all apprentices

C. Hours worked on the project

   (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.

D. Hourly rate of pay

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**dbombrys@perrysburgoh.gov**

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

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

## Perrysburg Code 252.02(G) Disclosures

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

Yes, 1/7/2019, Columbus office.

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

No

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

Yes

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

Ohio Electrical Contractors License 24800

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

No

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

36 years of experience as US Utility Contractor Co. Inc.

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

Attached

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

No

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

Brian Supplee, Project Manager - 25 years experience

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

No

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

No

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

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

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

Yes

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

97

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

**Company Name ***

US Utility Contractor Co. Inc.

**Signature ***

Kathryn A. Chlebowski

**Title ***

President

**Date ***

1-15-26

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

| Name | Omission Terms | Submitted File |
| --- | --- | --- |
| Optional: Vendor is not required to complete. | | |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Fort Meigs Rd-Coe Crt Sig Improve-Bond.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Drug Free Safety Cert..pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Ohio Electrical Contractor License 2026.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | COI - US Utility Contractor.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | BWC.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Experience Statement.xlsx |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Fort Meigs Rd.-US Utility Contractor Ongoing Projects.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the |
| **14 Required Documents** | | |

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

# Required Document List

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

**TO:** Mayor Weber
President Rettig
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 16-2026

**DATE:** February 17, 2026

**Subject Matter/Background**

The City of Perrysburg, Ohio is seeking to make improvements to the Fort Meigs Road ditch and install a Multi-Use Path (MUP). Three (3) submittals were received, evaluated, and ranked. Geddis Paving & Excavating, Inc., of Toledo, Ohio was the top-ranked firm, selected as the most qualified based upon the firm's experience and professional expertise.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement Geddis Paving & Excavating, Inc., with the total cost of the improvements expected to be Two Million Six Hundred Three Thousand Three Hundred Thirty-One Dollars and Zero Cents ($2,603,331.00), with the City Engineer requesting a ten percent (10%) contingency of Two Hundred Sixty Thousand Three Hundred Thirty-Three Dollars and Ten Cents ($260,333.10), leaving the total cost of the project at an amount not to exceed Two Million Eight Hundred Sixty Three Thousand Six Hundred Sixty-Four Dollars and Ten Cents ($2,863,664.10).

**Financial Review**

Account: 5402-62955-55999 & 4403-11755-55999

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

**RESOLUTION 16-2026**

A RESOLUTION AWARDING A BID AND AGREEMENT TO GEDDIS PAVING & EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED TWO MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND TEN CENTS ($2,863,664.10) TO MAKE IMPROVEMENTS TO THE FORT MEIGS ROAD DITCH AND INSTALLATION OF A MULTI-USE PATH; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is seeking to make improvements to the Fort Meigs Road ditch and install a Multi-Use Path (MUP); and,

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

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

WHEREAS, the total cost of the improvements are expected to be Two Million Six Hundred Three Thousand Three Hundred Thirty-One Dollars and Zero Cents ($2,603,331.00), with the City Engineer requesting a ten percent (10%) contingency of Two Hundred Sixty Thousand Three Hundred Thirty-Three Dollars and Ten Cents ($260,333.10), leaving the total cost of the project at an amount not to exceed Two Million Eight Hundred Sixty Three Thousand Six Hundred Sixty-Four Dollars and Ten Cents ($2,863,664.10); and,

WHEREAS, at its January 28, 2026 meeting, the Service Committee unanimously recommended approval of the agreement.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Geddis Paving & Excavating, Inc., for the improvements to the Fort Meigs Road ditch and installation of a Multi-Use Path (MUP), at a cost of Two

Million Six Hundred Three Thousand Three Hundred Thirty-One Dollars and Zero Cents ($2,603,331.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) of Two Hundred Sixty Thousand Three Hundred Thirty-Three Dollars and Ten Cents ($260,333.10), for a total project amount not to exceed Two Million Eight Hundred Sixty Three Thousand Six Hundred Sixty-Four Dollars and Ten Cents ($2,863,664.10).

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

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

______________________________
President of Council

______________________________
Mayor

PASSED: ________________________

ATTEST: ________________________

APPROVED: ________________________

Timothy W. Effler
LAW DIRECTOR

# General Info

## Total:

$2,603,331.00

---

**Number**

Ft Meigs Road Ditch Repair and Multi-Use Path

**Deadline**

01/15/2026 02:00 PM EST

**Vendor**

Geddis Paving & Excavating, Inc.

**Submitted**

01/15/2026 11:57 AM EST

**Signed by**

Petra Munson
**Account Holder** Petra Munson

**Opened**

01/15/2026 02:01 PM EST
**By**
bthomas@ci.perrysburg.oh.us

**Description**

This project consists of cleaning, regrading and making improvements to the existing ditch. There will also be sheet piling installation, landscaping, wooden fence installation and installation of a 10 foot multi-use path along the west side of Fort Meigs road from Eckel Junction Road to State Route 65 (West River Road).

This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.

In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.

The project will be awarded to the lowest and most responsive bidder based on the Grand Total Price of the Base Bid and any Alternatives that are accepted.

Final Completion for the project: November 1, 2026

Engineering Estimate for the project: $2,800,000

**Allows zero unit prices and labor**

Yes

**Allows negative unit prices and labor**

Yes

## Ordinance 08-2023 Confirmation Statement

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

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

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

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

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

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

**Statement #1 Answer ***

Yes

**Statement #2 Answer ***

Yes

**Statement #3 Answer ***

Yes

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

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

**Signature ***

Steven M. Oliver

**Title ***

President

**Bidder Company Name ***

Geddis Paving & Excavating, Inc.

**Date ***

01/15/2026

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

## Attachment List

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

Fort Meigs Rd Path - Final Tracings Plan Set_Sealed.pdf (24 MB)
Plan Set

2_LegalNotice Ft Meigs Road Ditch.pdf (95.5 KB)
Legal Advertisement

3_ProjDesc Ft Meigs Road Ditch.pdf (148 KB)
Project Description

4_InstructionstoBid Ft Meigs Road Ditch.pdf (114 KB)
Instruction to Bidders

5_General Conditions Ft Meigs Road Ditch.pdf (234 KB)
General Conditions

6_Specs Ft Meigs Road Ditch.pdf (187 KB)
Supplemental Specifications

7_Insurance Requirements Ft Meigs Road Ditch.pdf (109 KB)
Additional Requirements

8_ContractForm Ft Meigs Road Ditch.pdf (693 KB)
Contract Forms (For Reference Only - From a Previous Job)

11-15-19_Ft Meigs Ditch Soil Exploration_BowserMorner(1).pdf (39.1 MB)
2019 Soil Exploration Report

# Proposal

**BID**

**Proposal of: ***

Geddis Paving & Excavating, Inc.

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

Ohio

**doing business as ***

"a corporation"

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

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

Ft Meigs Road Ditch Repair and Multi-Use Path

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

Two Million Six Hundred Three Thousand Three Hundred Thirty One & Zero Cents

**$ (in currency): ***

$2,603,331.00

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of $1,300 for each consecutive calendar day thereafter as provided in the General Conditions.

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

**Addenda #: ***

N/A

**Addenda Date: ***

N/A

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

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

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

**Signature: ***

Steven M. Oliver

**Address: ***

1019 Wamba Avenue

**Title: ***

President

**City, State, Zip: ***

Toledo, Ohio 43607

**Legal Name of Bidder: ***

Geddis Paving & Excavating, Inc.

**Phone Number: ***

(419) 536-8501

**Fax Number: ***

(419) 536-0551

**E-mail Address ***

estimating@geddispaving.com

## ROADWAY

$509,441.50

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 201 | CLEARING AND GRUBBING | 1.00 | LS | $40,000.00 | $40,000.00 |
| 202 | WALK REMOVED | 18,432.00 | SF | $1.00 | $18,432.00 |
| 202 | CURB AND GUTTER REMOVED | 24.00 | FT | $41.00 | $984.00 |
| 202 | PIPE REMOVED, 24" AND UNDER | 21.00 | FT | $18.00 | $378.00 |
| 202 | PIPE REMOVED, OVER 24" | 6.00 | FT | $25.00 | $150.00 |
| 202 | FENCE REMOVED | 1,730.00 | FT | $2.50 | $4,325.00 |
| 202 | FENCE REMOVED FOR REUSE | 40.00 | FT | $7.50 | $300.00 |
| 202 | GUARDRAIL REMOVED | 717.00 | FT | $5.00 | $3,585.00 |
| 202 | HEADWALL REMOVED | 2.00 | EACH | $115.00 | $230.00 |
| 203 | EXCAVATION | 3,884.00 | CY | $28.00 | $108,752.00 |
| 203 | EMBANKMENT | 3,803.00 | CY | $24.00 | $91,272.00 |
| 204 | SUBGRADE COMPACTION | 6,399.00 | SY | $0.50 | $3,199.50 |
| 607 | FENCE MISC., WOOD FENCE | 3,206.00 | FT | $59.50 | $190,757.00 |
| 607 | FENCE REBUILT (SPLIT RAIL) | 40.00 | FT | $53.00 | $2,120.00 |
| 607 | GATE, AS PER PLAN | 1.00 | EACH | $6,650.00 | $6,650.00 |
| | | | | | **Total: $509,441.50** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| 608 | 4" CONCRETE WALK | 1,696.00 | SF | $10.50 | $17,808.00 |
| 608 | CURB RAMP | 342.00 | SF | $11.50 | $3,933.00 |
| 608 | DETECTABLE WARNING | 257.00 | SF | $38.00 | $9,766.00 |
| SPECIAL | HYDRO-EXCAVATING UTILITY EXPOSURE | 10.00 | EACH | $680.00 | $6,800.00 |
| | | | | | **Total: $509,441.50** |

## EROSION CONTROL

$288,139.50

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 601 | TIED CONCRETE BLOCK MAT WITH TYPE 1 UNDERLAYMEN T | 10.00 | SY | $135.00 | $1,350.00 |
| 601 | ROCK CHANNEL PROTECTION, TYPE B WITH AGGREGATE FILTER | 46.00 | CY | $225.00 | $10,350.00 |
| 601 | ROCK CHANNEL PROTECTION, TYPE C WITH AGGREGATE FILTER | 44.00 | CY | $220.00 | $9,680.00 |
| 659 | SEEDING AND MULCHING, CLASS 1 | 4,483.00 | SY | $1.00 | $4,483.00 |
| 659 | SEEDING AND MULCHING, CLASS 4B | 5,030.00 | SY | $2.30 | $11,569.00 |
| 659 | WATER | 51.00 | M GAL | $1.00 | $51.00 |
| 659 | COMMERCIAL FERTILIZER | 0.61 | TON | $600.00 | $366.00 |
| 659 | TOPSOIL | 1,056.00 | CY | $68.00 | $71,808.00 |
| 670 | DITCH EROSION PROTECTION | 682.00 | SY | $2.50 | $1,705.00 |
| 671 | EROSION CONTROL MAT, TYPE C | 3,400.00 | SY | $2.25 | $7,650.00 |
| 671 | EROSION CONTROL MAT, TYPE E | 2,715.00 | SY | $2.50 | $6,787.50 |
| 832 | INLET PROTECTION, | 5.00 | EACH | $100.00 | $500.00 |
| | | | | | **Total: $288,139.50** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| | AS PER PLAN | | | | |
| SPECIAL | DITCH SUBSTRATE INSTALLATION (SUBSTRATE 1) | 830.00 | CY | $88.00 | $73,040.00 |
| SPECIAL | DITCH SUBSTRATE INSTALLATION (SUBSTRATE 2) | 695.00 | CY | $120.00 | $83,400.00 |
| SPECIAL | DITCH SUBSTRATE INSTALLATION (SUBSTRATE 3) | 30.00 | CY | $180.00 | $5,400.00 |
| | | | | | **Total: $288,139.50** |

## DRAINAGE

$23,372.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 602 | CONCRETE MASONRY | 1.90 | CY | $2,600.00 | $4,940.00 |
| 602 | CONCRETE MASONRY, AS PER PLAN | 0.70 | CY | $5,000.00 | $3,500.00 |
| 611 | 4" CONDUIT, TYPE E | 4.00 | FT | $32.00 | $128.00 |
| 611 | 12" CONDUIT, TYPE C | 66.00 | FT | $64.00 | $4,224.00 |
| 611 | 12" CONDUIT, TYPE D | 55.00 | FT | $64.00 | $3,520.00 |
| 611 | 15" CONDUIT, TYPE C | 4.00 | FT | $150.00 | $600.00 |
| 611 | 30" CONDUIT, TYPE C | 4.00 | FT | $560.00 | $2,240.00 |
| 611 | 42" CONDUIT, TYPE C | 8.00 | FT | $340.00 | $2,720.00 |
| 611 | MANHOLE ADJUSTED TO GRADE | 1.00 | EACH | $1,500.00 | $1,500.00 |
| | | | | | **Total: $23,372.00** |

# PAVEMENT

$337,519.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 251 | PARTIAL DEPTH PAVEMENT REPAIR, AS PER PLAN | 6.00 | SY | $245.00 | $1,470.00 |
| 253 | PAVEMENT REPAIR | 530.00 | SY | $96.00 | $50,880.00 |
| 304 | AGGREGATE BASE | 1,166.00 | CY | $70.00 | $81,620.00 |
| 407 | TACK COAT | 270.00 | GAL | $3.00 | $810.00 |
| 441 | ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22 | 205.00 | CY | $250.00 | $51,250.00 |
| 441 | ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449) | 239.00 | CY | $230.00 | $54,970.00 |
| 452 | 4" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC 1P | 1,027.00 | SY | $93.00 | $95,511.00 |
| 609 | COMBINATION CURB AND GUTTER, TYPE 2 | 24.00 | FT | $42.00 | $1,008.00 |
| | | | | | **Total: $337,519.00** |

## SANITARY SEWER

$2,250.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 611 | MANHOLE RECONSTRUCTED TO GRADE | 1.00 | EACH | $2,250.00 | $2,250.00 |
| | | | | | **Total: $2,250.00** |

## TRAFFIC CONTROL

$12,689.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 630 | GROUND MOUNTED SUPPORT, NO. 2 POST | 79.00 | FT | $18.00 | $1,422.00 |
| 630 | GROUND MOUNTED SUPPORT, NO. 3 POST | 14.00 | FT | $21.00 | $294.00 |
| 630 | GROUND MOUNTED SUPPORT, NO. 4 POST, AS PER PLAN | 79.40 | FT | $25.00 | $1,985.00 |
| 630 | SIGN POST REFLECTOR | 3.00 | EACH | $50.00 | $150.00 |
| 630 | SIGN, FLAT SHEET | 85.50 | SF | $28.00 | $2,394.00 |
| 630 | REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL | 17.00 | EACH | $15.00 | $255.00 |
| 630 | REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL | 13.00 | EACH | $20.00 | $260.00 |
| 644 | STOP LINE | 63.00 | FT | $8.00 | $504.00 |
| 644 | CROSSWALK LINE, 24", AS PER PLAN | 419.00 | FT | $7.00 | $2,933.00 |
| 644 | REMOVAL OF PAVEMENT MARKING | 623.00 | FT | $4.00 | $2,492.00 |
| | | | | | **Total: $12,689.00** |

# LANDSCAPING

$77,990.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 661 | PLANTING TREE, CELTIS OCCIDENTALIS (WINDY CITY HACKBERRY), 10 GAL. | 20.00 | EACH | $250.00 | $5,000.00 |
| 661 | PLANTING TREE, NYSSA SYLVATICA (BLACK GUM), 10 GAL. | 27.00 | EACH | $250.00 | $6,750.00 |
| 661 | PLANTING TREE, CERCIS CANADENSIS (EASTERN REDBUD), 10 GAL. | 21.00 | EACH | $250.00 | $5,250.00 |
| 661 | PLANTING TREE, PLANTANUS OCCIDENTALIS (AMERICAN SYCAMORE), 10 GAL. | 13.00 | EACH | $250.00 | $3,250.00 |
| 661 | PLANTING TREE, QUERCUS ALBA (WHITE OAK), 10 GAL. | 20.00 | EACH | $250.00 | $5,000.00 |
| 661 | PLANTING TREE, QUERCUS PALUSTRIS (PIN OAK), 10 GAL. | 29.00 | EACH | $250.00 | $7,250.00 |
| 661 | PLANTING TREE, OSTRYA VIRGINIANA (AMERICAN HOP HORNBEAM), 10 GAL. | 20.00 | EACH | $250.00 | $5,000.00 |
| 661 | PLANTING SHRUB, | 63.00 | EACH | $88.00 | $5,544.00 |
| | | | | | **Total: $77,990.00** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
| --- | --- | --- | --- | --- | --- |
| | CEPHALANTHUS OCCIDENTALIS (BUTTONBUSH), 5 GAL. | | | | |
| 661 | PLANTING SHRUB, CORNUS AMOMUM (SILKY DOGWOOD), 5 GAL. | 61.00 | EACH | $88.00 | $5,368.00 |
| 661 | PLANTING SHRUB, CORNUS SERICEA (REDOSIER DOGWOOD), 5 GAL. | 54.00 | EACH | $88.00 | $4,752.00 |
| 661 | PLANTING SHRUB, LINDERA BENZOIN (SPICEBUSH), 5 GAL. | 37.00 | EACH | $88.00 | $3,256.00 |
| 661 | PLANTING SHRUB, VIBURNUM DENTATUM (ARROWWOOD VIBURNUM), 5 GAL. | 35.00 | EACH | $88.00 | $3,080.00 |
| 661 | PLANTING PERENNIAL, RUDBECKIA HIRTA (BLACK-EYED SUSAN), QRT. CONT. | 75.00 | EACH | $21.50 | $1,612.50 |
| 661 | PLANTING PERENNIAL, ASCLEPIAS TUBEROSA (BUTTERFLY WEED), QRT. CONT. | 75.00 | EACH | $21.50 | $1,612.50 |
| 661 | PLANTING PERENNIAL, ZIZIA AUREA (GOLDEN | 75.00 | EACH | $21.50 | $1,612.50 |
| | | | | | **Total: $77,990.00** |

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| | ALEXANDERS), QRT. CONT. | | | | |
| 661 | PLANTING PERENNIAL, ASTER NOVAE-ANGLIAE (NEW ENGLAND ASTER), QRT. CONT. | 75.00 | EACH | $21.50 | $1,612.50 |
| SPECIAL | LIVE STAKE, SALIX COTTERII (DWARF BANKERS WILLOW) | 401.00 | EACH | $10.00 | $4,010.00 |
| SPECIAL | LIVE STAKE, CORNUS AMOMUM (SILKY DOGWOOD) | 402.00 | EACH | $10.00 | $4,020.00 |
| SPECIAL | LIVE STAKE, CORNUS SERICEA (REDOSIER DOGWOOD) | 401.00 | EACH | $10.00 | $4,010.00 |
| | | | | | **Total: $77,990.00** |

## RETAINING WALLS

$987,704.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 504 | STEEL SHEET PILING LEFT IN PLACE, AS PER PLAN | 23,685.00 | SF | $31.00 | $734,235.00 |
| 509 | EPOXY COATED STEEL REINFORCEMENT | 6,883.00 | LB | $4.00 | $27,532.00 |
| 511 | CLASS QC1 CONCRETE, MISC: CONCRETE CAP | 149.00 | CY | $1,475.00 | $219,775.00 |
| 513 | WELDED STUD SHEAR CONNECTORS | 948.00 | EACH | $6.50 | $6,162.00 |
| | | | | | **Total: $987,704.00** |

# DROP STRUCTURE

$200,286.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 202 | STRUCTURE REMOVED | 1.00 | LS | $9,850.00 | $9,850.00 |
| 503 | COFFERDAMS AND EXCAVATION BRACING | 1.00 | LS | $38,300.00 | $38,300.00 |
| 503 | UNCLASSIFIED EXCAVATION | 79.00 | CY | $145.00 | $11,455.00 |
| 509 | EPOXY COATED STEEL REINFORCEMEN T | 9,307.00 | LB | $4.00 | $37,228.00 |
| 511 | CLASS QC1 CONCRETE, RETAINING/ WINGWALL NOT INCLUDING FOOTING | 53.00 | CY | $1,440.00 | $76,320.00 |
| 511 | CLASS QC1 CONCRETE, FOOTING | 30.00 | CY | $750.00 | $22,500.00 |
| 512 | SEALING OF CONCRETE SURFACES (EPOXY-URETHANE) | 77.00 | SY | $16.00 | $1,232.00 |
| 518 | POROUS BACKFILL WITH GEOTEXTILE FABRIC | 13.00 | CY | $155.00 | $2,015.00 |
| 518 | 4" PERFORATED CORRUGATED PLASTIC PIPE | 42.00 | FT | $33.00 | $1,386.00 |
| | | | | | **Total: $200,286.00** |

## MAINTENANCE OF TRAFFIC

$22,940.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 614 | DETOUR SIGNING | 1.00 | LS | $11,000.00 | $11,000.00 |
| 614 | LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE | 16.00 | HOUR | $95.00 | $1,520.00 |
| 614 | PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN | 16.00 | SNMT | $650.00 | $10,400.00 |
| 616 | WATER | 20.00 | MGAL | $1.00 | $20.00 |
| | | | | | **Total: $22,940.00** |

## INCIDENTALS

$141,000.00

| Item Code | Description | Quantity | Units | Unit Price | Extension |
|---|---|---|---|---|---|
| Alternates are not included in bid total. | | | | | |
| 614 | MAINTAINING TRAFFIC | 1.00 | LS | $11,000.00 | $11,000.00 |
| 623 | CONSTRUCTION LAYOUT STAKES AND SURVEYING | 1.00 | LS | $30,000.00 | $30,000.00 |
| 624 | MOBILIZATION | 1.00 | LS | $100,000.00 | $100,000.00 |
| | | | | | **Total: $141,000.00** |

## BID GUARANTEE AND PERFORMANCE BOND

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

Geddis Paving & Excavating, Inc.

**as Principal and ***

Hartford Accident and Indemnity Company

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

01/15/2026

**to undertake the project known as: ***

Ft Meigs Road Ditch Repair and Multi-Use Path

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

**$ (in currency):**

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

**Bond Percentage**

10.00%

**Guarantee Method ***

Electronic Bid Bond

**Electronic Bid Bond**

| Bond ID * | Surety Agency * | Verify Bid Bond * |
|---|---|---|
| B815-DCE5-F2A9-C598 | SurePath | Bid bond verification has been completed. |

| Surety State * | Principal * |
|---|---|
| CT | Geddis Paving & Excavating, Inc. |

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

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

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

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

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

**Principal: ***

Geddis Paving & Excavating, Inc.

**By: ***

Steven M. Oliver

**Title: ***

President

**Surety: ***

Hartford Accident and Indemnity Company

**By (Attorney-in-Fact): ***

Amy J. Forde

**Address: ***

One Hartford Plaza, Hartford, CT 06155-0001

**Agent: ***

USI Insurance Services, LLC.

**Address: ***

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

## EXPERIENCE STATEMENT

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

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

**Response to the above: ***

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

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

**Name: ***

Steven M. Oliver

**Title: ***

President

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

**Name: ***

Kurt E. Rasmusson

**Title: ***

Vice-President

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

**Name: ***

Richard A. Crace

**Title: ***

Vice-President

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

**Name: ***

Benjamin R. Geddis

**Title: ***

Treasurer

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

**Name: ***

Robert J. Geddis

**Title: ***

Owner

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

**Name: ***

Kimberly S. Geddis

**Title: ***

Secretary

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

**Name: ***

N/A

**Title: ***

N/A

## LIST OF SUBCONTRACTORS

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

**Name: ***

GARCIA SURVEYORS INC

**Address: ***

1720 INDIAN WOOD CIRCLE, MAUMEE, OH 43537

**Type of Work: ***

CONSTRUCTION LAYOUT & SURVEYING

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

**Name: ***

GRIFFIN PAVEMENT
STRIPING

**Address: ***

2710 HAYES AVE., FREMONT, OH 43420

**Type of Work: ***

STRIPING

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

**Name: ***

LAKE ERIE
CONSTRUCTION
COMPANY

**Address: ***

25 SOUTH NORWALK RD., NORWALK, OH 44857

**Type of Work: ***

GUARD RAIL AND SIGNAGE

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 3**

**Name: ***

LAKE ERIE TREE SERVICE
LLC

**Address: ***

7333 JERUSALEM RD., OREGON, OH 43616

**Type of Work: ***

CLEARING & GRUBBING

**Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 4**

**Name: ***

MALCZEWSKI'S LAWN &
LANDSCAPE LLC

**Address: ***

8901 NEOWASH RD., WATERVILLE, OH 43566

**Type of Work: ***

SEEDING & LANDSCAPE

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

**Signed By: ***

Steven M. Oliver

**Title ***

President

**Company ***

Geddis Paving & Excavating, Inc.

**Date ***

01/15/2026

# NONCOLLUSION AFFIDAVIT

**STATE OF: ***

Ohio

**COUNTY OF: ***

Lucas

**Bid Identification ***

Ft Meigs Road Ditch Repair and Multi-Use Path

**Bidder's Name ***

Steven M. Oliver

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

president

**Enter response if "other" was selected**

**of (company name): ***

Geddis Paving & Excavating, Inc.

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

**Signed: ***

Steven M. Oliver

**Title: ***

President

# SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

# PREVAILING WAGE RESPONSIBILITIES

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

A. time records

B. payroll records including canceled checks

C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

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

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

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

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

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

A. Employees full name, address, and social security number

B. Work classification

    (1) Be specific when listing laborers and operators

    (2) Show level/year for all apprentices

C. Hours worked on the project

    (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.

D. Hourly rate of pay

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

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

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

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

F. Total deductions

G. Net pay for the pay period

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

**Perrysburg Prevailing Wage Coordinator**

**201 West Indiana Avenue**

**Perrysburg, OH 43551**

**(419) 872-7880**

**dbombrys@perrysburgoh.gov**

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

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

## Perrysburg Code 252.02(G) Disclosures

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

No

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

No

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

Yes

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

N/A

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

No

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

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

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

See Attached

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

No

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

Attached Resume for Richard Crace and Kyle Reinhart

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

No

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

No

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

See Attached

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

Yes

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

95%

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

**Company Name ***

Geddis Paving & Excavating, Inc.

**Signature ***

Steven M. Oliver

**Title ***

President

**Date ***

01/15/2026

## Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

| Name | Omission Terms | Submitted File |
|---|---|---|
| Optional: Vendor is not required to complete. | | |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Construction Project Listing.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Resumes.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Master Complete Safety Manual 9.24.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | Corporate Certificates.pdf |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the omission terms have been met. |
| Miscellaneous Attachment as Needed Miscellaneous Attachment | Omit if Not Needed | I am not enclosing this document because the |
| **14 Required Documents** | | |

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

## Required Document List

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