



SAFETY COMMITTEE
AGENDA

October 1, 2026 8:30 AM

Darren Moore (Chair), Wendy Greeley, Dan Wimmers

- I. Call to Order
- II. Approval of Minutes
 - a) May 19, 2026
- III. Citizen Comments
- IV. Glass City Marathon
- V. Running Projects List
- VI. Citizen Comments
- VII. Adjournment

Public comments are limited to three (3) minutes per speaker, unless extended by the Mayor or Council.
Comment is permitted only during designated citizen comment periods on the agenda.

Individuals wishing to speak must sign in prior to the meeting, providing: Name; Address; Affiliation (if applicable); Topic of comment

Council and staff will generally not respond during public comments, but limited responses may be given at the Presiding Officer's discretion. The Presiding Officer may limit repetitive comments on a single topic after 30 minutes, provided viewpoints are not restricted based on content.

The full and complete public comment policy is set forth in Section IV of the Rules of Council.

**OTTAWA HILLS VILLAGE
SAFETY COMMITTEE MEETING MINUTES
May 19, 2026 8:30 AM**

Call to Order – Councilman Darren Moore

8:30 AM

Village Representatives in Attendance

Mayor Thompson
Councilman Darren Moore (Chair)
Councilman Dan Wimmers

Chief Carl Reuther
Village Administrator April McDonald
Officer Rick Schnoor

Citizen Attendees

Nasrin Afjeh

Minutes

A motion was made by Mr. Wimmers to approve the minutes, from February 10, 2026, meeting, and Mr. Moore seconded the motion. The motion passed unanimously.

Citizen Comments

No comments

Parking Fines – Rate Discussion

Chief Reuther discussed the Village's current parking fine structure, noting that most parking violations carry a \$15 fine, which has proven ineffective as a deterrent for some repeat offenders. He emphasized that the Police Department is not seeking to generate revenue but rather to encourage compliance with parking regulations. Chief Reuther stated that certain individuals continue to park illegally because the cost of the fine is less than the cost or inconvenience of alternative parking arrangements.

Committee members discussed the need to review parking fines and compare them to neighboring jurisdictions. Officer Schnoor noted that parking fines in Sylvania are generally \$25, while handicap parking violations are set by state law at \$250. Committee members expressed support for increasing fines to better deter repeat violations, with suggestions ranging from \$25 to \$75.

The discussion also addressed ongoing parking issues near school events, including double parking and blocked driveways. Committee members emphasized the importance of consistent enforcement and proactive planning during high-traffic events.

The Committee agreed that current fines may not adequately deter violations and recommended that Council consider increasing parking fines to a level comparable to or greater than surrounding communities.

Establishing a Formal Event Permit Process

Chief Reuther discussed the possibility of implementing a special event permit process similar to those used by surrounding communities. He stated that the Village is increasingly encountering events planned on short notice, making it difficult to secure adequate staffing. He noted that officer

OTTAWA HILLS VILLAGE
SAFETY COMMITTEE MEETING MINUTES
May 19, 2026 8:30 AM

work hours are limited for safety reasons and, when Village personnel are unavailable, outside agencies must be utilized at additional cost.

Officer Schnoor explained that a permit process would allow event organizers to submit requests at least 30 days in advance, providing sufficient time to assess staffing, traffic control, and public safety needs. Organizers would be responsible for costs associated with police services, street personnel, and other event-related expenses, as well as providing proof of liability insurance. Discussion followed regarding event costs, staffing challenges, liability concerns, and the use of mutual aid from neighboring agencies. Officer Schnoor noted that permit requirements and insurance provisions are common practice in surrounding communities and help ensure adequate planning and public safety.

Members discussed whether the process would apply to school-related events and how staffing assignments would be handled. Chief Reuther stated that the permit process would provide sufficient time to determine whether Village personnel are available before seeking assistance from outside agencies.

Mr. Moore noted that the process would allocate event-related costs to event organizers rather than the Police Department. Chief Reuther emphasized that reducing overtime demands may improve officer retention and help the Village remain competitive with neighboring agencies.

Discussion concluded with consensus that additional work is needed to develop a formal special event permit policy.

Follow up – Boshart Way No Parking Request

Chief Reuther reported that a complaint had been received regarding a commercial vehicle and trailer parked within the Village. He stated that, while previous enforcement efforts were limited, the Police Department believes existing ordinances provide authority to address the issue and intends to enforce them accordingly.

Discussion followed regarding vehicle weight limits, commercial vehicle classifications, and trailer restrictions under the Village Code. Members noted concerns related to the size of the trailer and its impact on visibility and access.

Chief Reuther stated that the vehicle owner had been contacted and advised of the complaint. If the violation continues, the Police Department will pursue additional enforcement measures, which may include towing or misdemeanor charges.

In response to an inquiry from Mr. Moore, Chief Reuther indicated that he expects the matter to be resolved prior to the next meeting.

Citizen Comments

Mrs. Afjeh raised concerns regarding a vehicle parked near the street and questioned whether it complied with Village regulations.

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Chief Reuther stated that he was not aware of any violation, noting that the vehicle was not obstructing the sidewalk and appeared to be properly licensed. He further stated that no complaints regarding the vehicle had been received.

Mr. Wimmers inquired about setback requirements from the easement. Chief Reuther responded that the Police Department generally does not investigate conditions on private property unless a complaint is received.

Mrs. Afjeh disagreed, citing a previous property matter and expressing frustration regarding what she perceived as inconsistent enforcement of Village regulations.

Adjournment
9:12 AM

Chair Darren Moore

Item	Details
Assess safety impact due to additional traffic on side streets	OHES Circle - ripple effects to change in use, more parents park along Manchester, Hempstead, and Brookside to pick up children.
Walkability audit Sidewalk audit and assessment	Fishbeck has not completed a full village analysis, Bancroft attached
Assess status of response to calls to non-emergency line and responsiveness to calls to 911 after switch to central dispatch.	Receiving feedback that after hours calls not being answered (calling correct number?) Dispatch not familiar with Ottawa Hills when explaining location need Is this still an issue or is this working better now? Have heard some say they are still feeling slower or no response for non-emergency calls.
Purchase additional pole mounted speed signs	Approx cost = \$3,000 each
Community education on eBikes	Provide information to community on the safe use of eBikes, applicable traffic laws, and interactions between pedestrians, eBikes, and vehicles. Information in Resident Newsletter, assembly with Elementary Students. E-Bike presentation scheduled for February 25th at 6pm
Exmoor speed study	Completed speed study under review. Committee would like another meeting to discuss increased safety measures Safety Committee was February 10th, will set up a spring study with Lake Erie West Regional Council
Crosswalk markings on Exmoor and Brookside	Assess proposal for "SLOW" pavement markings at crossings on Exmoor and walk path exit points on Brookside. Joint meeting with Utilities, Buildings, and Grounds committee in early 2026. Safety Committee Meeting was February 10, Mr. Moore is following up with Exmoor HOA regarding painting.

Running Project List Attachments

1. Ashborne Traffic Flow Proposal
2. Sidewalk audit – Fishbeck has only shared an estimate for sidewalks on Bancroft in 2022. No village-wide analysis has been requested.
3. E-Bikes
4. Exmoor speed table estimate
5. Crosswalk marking estimate

Ashborne Traffic Flow Proposal

- Ashborne has been the source of complaints for many years regarding safety, speed, congestion, and poor driving, especially during school drop off / pick up times and during sporting or other large events.
- The suggestion to make this road one way has often been raised as a possible solution.
- Draft proposal outlines changes necessary to test this possibility, to see if this adjustment can address the issues identified, as well as allowing for a pedestrian path along the elementary school (East) side of the road.
- Financial cost to implement test should be low.
- Input gathered from this test can be incorporated when Ashborne is due for reconstruction, if successful.
- School Administration, residents of Ashborne and Osborn, and members of the school community and Village as a whole will need to be included in the conversation during development of a formal plan.

Problems

There is not enough width for three cars to be on the road at the same time.	During school drop off and pick up times and events, traffic flows in both directions and is jammed by cars parked along the side and there is no room to pull to the side to pass. Parents stop in no parking/stopping areas to drop off/pick up children, including in the cross walks, yellow curb areas, and private resident driveways.
During school/sporting events, parking in the area is a challenge to find.	With parking at a premium, parking occurs in the yellow curb areas by vehicles and school buses. The turn becomes especially dangerous because that is also where the crosswalk is located and visibility is reduced.
The available sidewalks require crossing Ashborne multiple times to utilize.	The sidewalk along Osborn is on the school side of the street but at the football stadium/curve, all pedestrians have to cross the street to the residential side to stay on the sidewalk, then cross back again at the baseball fields or at the corner with Indian. This adds a lot of unnecessary crossing back and forth vs having a sidewalk/path continuously available on the school side all the way down to Indian.

Proposed Solution

Convert Ashborne into a one way road with a parking lane along the East side of the road and a buffered area for walking between the parking spaces and the curb. If successful, when Ashborne is rebuilt, the curb can be extended to the edge of the path and the new sidewalk will be significantly wider without disturbing the existing vegetation (there is space between the shrubs and curb now that has been worn down to a path in some areas).

Ashborne is one of the next slate of roads to update, doing this test ahead of time allows us to determine if we want to rebuild it the same as it currently is or if we want to rebuild for the new configuration.

11' driving lane, 9' parallel parking lane, 5' protected pedestrian path (standard widths)

11' Driving Lane

9' Parallel Parking Lane

5' Protected Path

← Worn down dirt area next to curb ~ 3'

Image 3: Impact to Osborn and OHHS Parking Lot plus proposed solution

- Directs traffic away from stadium after events
- Removes awkward jog of traffic entering lot from Bexford



Image 2: ADA Spaces marked



Image 3: Paint no parking areas near crosswalks and curb



Considerations

1. Cars and buses coming out of the high school parking lot will not be able to turn left and exit by way of Ashborne. All traffic will need to exit to the right and continue to Bexford or Evergreen. (Image 3)
2. Traffic heading east on Osborn between Bexford and Ashborne needs a way to exit (Images 2 & 3)
 - a. Request High School change their parking lot entrance and exit to work with new traffic flow, otherwise cars would be unable to turn around if no street parking is available.
 - b. Possible safety improvement to change flow of traffic to move away from stadium after events, instead of towards departing crowd.
 - c. How will this affect busses entering and exiting?
3. Does shifting parked traffic over 5 feet affect ability for residents to get in and out of their driveways along Ashborne? Will parking lane need to be marked across from driveways to ensure sufficient space to back out? (Image 1)

How to test success

1. Gather input of community (residents, parents, school administration, safety patrol, and OHPD) prior to implementation and at points during the test
2. Determine how many calls made to OHPD prior to implementation and after
3. Collect baseline observation data and at points prior to implementation and during to compare traffic flow and compliance
4. Calculate increased traffic on Bexford as a result.

Cost of test

1. Restripe road - lanes, handicapped parking, and no parking striped areas (yellow curb zones)
2. Signage - One Way and No Exit
3. Physical barrier to stop parking cars from extending into walking space
 - a. Rubber parking bumpers as border of path- 50 @ \$27 each (no hardware) = \$1,347.50 (leave staggered gaps between for accessibility)
4. Collection of baseline and ongoing data
5. Engage community regarding proposed change in traffic flow
6. Engage Ashborne residents regarding proposed change in traffic flow
7. Engage School Administration regarding proposed change in traffic flow
8. Any engineering costs to ensure test criteria are safe and appropriate

Submitted by Council Member Heather Phillips



BANCROFT SIDEWALK ADDITIONS

ENGINEER:

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
BANCROFT SIDEWALK ADDITION (EVERGREEN TO BROOKSIDE NORTH)

ITEM NO.	ITEM	TOTAL QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
ROADWAY					
201	CLEARING AND GRUBBING	LUMP		\$40,000.00	\$40,000
202	PAVEMENT REMOVED (DRIVEWAYS)	690	SY	\$15.00	\$10,350
202	WALK REMOVED	152	SF	\$2.75	\$418
203	EXCAVATION	186	CY	\$25.00	\$4,650
EROSION CONTROL					
659	TOPSOIL (4")	248	CY	\$40.00	\$9,920
659	SEEDING	2229	SY	\$2.50	\$5,573
PAVEMENT					
452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	471	SY	\$55.00	\$25,905
608	4" CONCRETE WALK	9,057	SF	\$6.00	\$54,342
608	6" CONCRETE WALK	2,081	SF	\$7.00	\$14,567
NORTH SUBTOTAL					\$165,725
INFLATION (2 YEARS @ 6% PER YEAR)					\$19,887
CONTINGENCY (10%)					\$16,572
BUDGETARY TOTAL					\$202,184
BANCROFT SIDEWALK ADDITION (EVERGREEN TO BROOKSIDE SOUTH)					
ITEM NO.	ITEM	TOTAL QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
ROADWAY					
201	CLEARING AND GRUBBING	LUMP		\$15,000.00	\$15,000
202	PAVEMENT REMOVED (DRIVEWAYS)	435	SY	\$15.00	\$6,525
202	WALK REMOVED	104	SF	\$2.75	\$286
203	EXCAVATION	155	CY	\$25.00	\$3,875
608	CURB RAMP, AS PER PLAN	8	EA	\$1,750.00	\$14,000
EROSION CONTROL					
659	TOPSOIL (4")	206	CY	\$40.00	\$8,240
659	SEEDING	1851	SY	\$2.50	\$4,628
PAVEMENT					
452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC MS	299	SY	\$55.00	\$16,445
608	4" CONCRETE WALK	7,550	SF	\$6.00	\$45,300
608	6" CONCRETE WALK	1,223	SF	\$7.50	\$9,173
SOUTH SUBTOTAL					\$123,471
INFLATION (2 YEARS @ 6% PER YEAR)					\$14,817
CONTINGENCY (10%)					\$12,347
BUDGETARY TOTAL					\$150,635

Bancroft Sidewalks
2022 estimate



E-Bike Information

The Ottawa Hills Police Department is concerned about your child's safety. The following information clarifies Ohio law covering E-Bikes and motorcycles under 4511.522, 4511.53 and 4511.56 of the Ohio Revised Code.

E-Bikes are divided into 3 classes:

- Class 1 Pedal assist max speed of 20 MPH, no age minimum.
- Class 2 Throttle Assist max speed of 20 MPH, no age minimum.
- Class 3: Pedal Assist max speed of 28 MPH, minimum age of 16, helmet required.

E-Bike Required Equipment

All E-Bikes shall have a permanently affixed label in a prominent location specifying the class of E-Bike. If the E-Bike does not have a manufacture class label, it is not a road legal.

In accordance with ORC 4511.65, bicycles or E-Bikes operated after sunset shall be equipped with:

- A lamp mounted on the front emitting a white light visible at least 500 ft forward and 300 ft to the sides, if ridden at night.
- A red reflector on the rear visible between 100 and 600 ft
- A lamp mounted on the rear emitting either a steady or flashing red light visible at least 500 ft.

E-Dirt bikes

E-Dirt bikes are not E-Bikes. Such vehicles are motorcycles under ORC 4511.01C and require a valid driver's license with a motorcycle endorsement for legal operation on a public roadway. A legally registered E-Dirtbike Motorcycle requires the following equipment:

- Head lights, Taillight, brake light, turn signals, mirrors, and a registered license plate through the Ohio Bureau of Motor Vehicles.
- ODOT approved helmet until the operator is 18 years old or older

Please contact the Ottawa Hills Police Department at 419-531-4211 with questions or concerns.

Ridge Co. Contracting & Design

SITE PREP & EARTHWORK SPECIALISTS
2318 Shetland Rd, Toledo, OH 43617 • 419-266-2096

Quote #
RC-26093

CLIENT
Village of Ottawa Hills
Ottawa Hills, OH 43606

PROJECT
Stamped Concrete Speed Table
Xmore Dr, Ottawa Hills, OH
24' wide x 22' • 528 sq ft

QUOTE DATE
August 25, 2026

SCOPE
Saw cut, excavate, pour, stamp & traffic control Ridge Co. scope

MOBILIZATION

DESCRIPTION	QTY	RATE	AMOUNT
Mobilization – equipment & crew Flat fee; covers speed table site	1	\$650.00 flat	\$650.00
			Mobilization subtotal: \$650.00

PHASE 1 – SAW CUT, ASPHALT REMOVAL & EXCAVATION

DESCRIPTION	QTY	RATE	AMOUNT
Saw cut asphalt – full depth, perimeter of speed table (2) transverse cuts across 24' roadway width	50 ln ft	\$8.50/ft	\$425.00
Mini excavator – asphalt removal & excavate to subgrade Remove asphalt & existing base; excavate for 8" concrete over 6" stone	8 hrs	\$150.00/hr	\$1,200.00
Skid steer – load out spoils & fine grade subgrade	8 hrs	\$150.00/hr	\$1,200.00
Labor – demo & excavation crew	18 man-hrs	\$75.00/hr	\$1,350.00
Trucking – haul off asphalt & spoils Tri-axle, 6-hr minimum	6 truck-hrs	\$125.00/hr	\$750.00
Dump fees – asphalt & excavated spoils (4) loads @ \$75.00	4 loads	\$75.00/load	\$300.00
			Phase 1 subtotal: \$5,225.00

PHASE 2 – STONE BASE

DESCRIPTION	QTY	RATE	AMOUNT
#304 Quarry stone – 6" compacted base \$18.75/ton cost + 20% markup; incl. compaction allowance	18 tons	\$22.50/ton	\$405.00
Labor – place, grade & compact base 2 men x 6 hrs	12 man-hrs	\$75.00/hr	\$900.00
			Phase 2 subtotal: \$1,305.00

PHASE 3 – FORM, POUR, STAMP & COLOR

DESCRIPTION	QTY	RATE	AMOUNT
8" reinforced concrete – ramps & field, form, pour & broom finish (2) 6' approach ramps + balance of 10' flat table; incl. labor, lumber, bracing, concrete & saw-cut joints	318 sq ft	\$13.50/sq ft	\$4,293.00
Stamped & integrally colored concrete – inlay + border bands 10'x16' inlay pattern with 30" border band each side; incl. integral color, release agent, stamp mats & detail work	210 sq ft	\$19.50/sq ft	\$4,095.00
Reinforcement – #4 rebar @ 12" o.c. each way, chaired Full speed table footprint; incl. 20% material markup	528 sq ft	\$1.85/sq ft	\$976.80
Cure & seal / anti-spall – full speed table Color-safe sealer over stamped areas	528 sq ft	\$0.85/sq ft	\$448.80
			Phase 3 subtotal: \$9,813.60

PHASE 4 - TRAFFIC CONTROL 3-DAY ROAD CLOSURE

DESCRIPTION	QTY	RATE	AMOUNT
Traffic control setup - Xmore Dr road closure Type III barricades, ROAD CLOSED & detour signage, cones, drums & night reflectors; 3-day rental included	1	\$1,850.00 flat	\$1,850.00
Labor - set, maintain & remove traffic control devices 2 men x 6 hrs	12 man-hrs	\$75.00/hr	\$900.00

Phase 4 subtotal: \$2,750.00

Mobilization	\$650.00
Phase 1 - Saw Cut, Asphalt Removal & Excavation	\$5,225.00
Phase 2 - Stone Base	\$1,305.00
Phase 3 - Form, Pour, Stamp & Color	\$9,813.60
Phase 4 - Traffic Control	\$2,750.00

Total Quote (Ridge Co. Scope)**\$19,743.60**

Ridge Co. Contracting & Design

Authorized: _____ Date: _____



E & K CONTRACTORS

4030 Fitch Road | Toledo, Ohio 43613
4194749454 | service@ekcontractors.com | www.ekcontractors.com

RECIPIENT:

Village of Ottawa Hills

2125 Richards Rd
Ottawa Hills, OH 43606

SERVICE ADDRESS:

Ottawa Hills, Ohio

Quote #4926

Sent on

Sep 15, 2026

Total

\$19,894.23

SPEED TABLE

In accordance with the plan provided by the village, the costs will encompass the variable thickness (10"-13") non-reinforced concrete pavement, Class QC1 (Item 452), integral concrete colorant (brick red), concrete stamping (running bond pattern), colored bond breaking release agent (dark gray), and the 6 aggregate base (Item 304). Payment for all labor, equipment, and materials necessary to execute this work will be included in the lump sum price bid for Speed Table, as outlined in the plan provided, in the middle of Exmoor.

Product/Service	Description	Qty.	Unit Price	Total
Speed Table Exmoor Dr.	440 square feet of concrete, comprising 160 square feet with integral color and a stamped finish, and 280 square feet with a broom finish.	1	\$19,894.23	\$19,894.23
			Total	\$19,894.23

Attachments

View online <https://l.ibbr.io/FUzWHUI>

 Ottawa Hills 2021 Roadway_Plans.pdf

This quote is valid for the next 30 days, after which values may be subject to change.

DISCLAIMER:

E&K Contractors is not responsible for damages to any private utilities not marked by Owner(s) or their General Contractor(s).

J.G. Ewing Sewer Contractors, Inc. dba E&K Contractors
4030 Fitch Rd., Toledo, Ohio 43613

CONSTRUCTION CONTRACT- Commercial Project

This Construction Contract (the "Agreement") is made and entered into on the date of the signature of this agreement by and between:

Contractor: J.G. Ewing Sewer Contractors dba E&K Contractors, 4030 Fitch Rd., Toledo Ohio 43613

Customer: referenced on Quotation (Quote)

1. Scope of Work

The Contractor agrees to perform the following work documented on the Quote.



The scope of work covered by this agreement is described on Quote the terms of which, except as may be modified herein, are incorporated herein and the Quote shall be referenced for future needs:

2. Commercial Work

The Customer affirms that the work described herein is for a commercial project and not for personal, family, or household purposes.

3. Permits and Approvals

The Contractor shall obtain all necessary permits required for the performance of the work. Work will commence within a reasonable amount of days from the later of the payment of the initial payment and the issuance of all necessary permits.

4. Selection of Materials

Unless specified otherwise herein, the selection of all materials for the work will be determined by the Contractor in accordance with industry standards and best practices, provided that such materials will conform to the representations made by Contractor, if any.

5. Adjustment for Unknown Site Conditions or Change of Conditions

If unknown site conditions or a change of conditions are encountered that materially impact the cost or schedule of the work, the Contractor shall notify the Customer immediately. The parties shall negotiate in good faith to adjust the scope, price, or schedule accordingly.

6. Force Majeure

The Contractor shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, weather conditions, labor strikes, material shortages, government actions, or other unforeseen events ("Force Majeure"). Performance timelines shall be extended for a period equal to the duration of the Force Majeure event.

7. Delays in Material Availability

If there is a delay in the availability of required materials due to circumstances beyond the Contractor's control, the Contractor shall be entitled to an extension of time for performance without penalty.

8. Change Orders

Any changes to the scope of work must be documented in a written change order signed by both the Contractor and the Customer prior to commencing the additional work.

9. Disclaimer of Warranties

The Contractor disclaims all warranties of merchantability or fitness for a particular purpose, except as expressly stated herein or required by law.

10. Payment Terms

The total contract price is based off of the initially quoted and agreed to SOW, payable as follows:

- ☒ Progress payments as follows: refer to quote.
- ☒ Final payment upon completion of the work.

Additional Payment Terms:

- ☒ Timing: All payments must be made the same day of the invoice date unless otherwise agreed to in writing.
- ☒ Nonpayment: If any payment is not made when due, the Contractor reserves the right to suspend or terminate work until payment is received.
- ☒ Late Fees; Interest: Payments not made within 15 days of the due date will incur a late fee of 10% of the unpaid amount per month, or at the option of Contractor, will accrue interest at the rate of 18% per annum from the date of the last on-time payment until paid.

In the event of nonpayment, if the claim is referred to an attorney for collection, the Customer agrees to pay all reasonable attorney's fees and costs incurred by the Contractor where allowed by law.

11. Arbitration Clause

The parties agree to arbitrate any dispute concerning the work performed by the Contractor where the stated contract price, including change orders, is \$10,000.00 or less. Arbitration will be conducted by the Better Business Bureau, if its services are available, otherwise by the American Arbitration Association under its rules for construction cases.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. Modification

This Agreement may not be modified except in a written document signed by both the Contractor and the Customer.

14. Entire Agreement

This Agreement, including Exhibit A and any signed change orders, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, representations, or understandings.

15. Escalation Clause

The contract price for this Project has been calculated based on the current prices for the labor and component materials. However, the market for the labor and materials that are hereafter specified is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use its best efforts to obtain the lowest possible prices from available



Contractors, Manufacturers, and/or Suppliers, but should there be an increase in prices of the labor of these specified materials that are purchased after execution of this Contract for use in this project, the Buyer agrees to pay the cost increase to the Contractor. Any claim by the contractor for payment of a cost increase, as provided above, shall require written notice delivered by the Contractor to the Customer stating the increased cost, the material in question and the source of supply, supported by invoices or bills of sale.

16. Right of Termination Due to Escalation Clause

Should there be a rise in the cost of any labor and/or specified building material(s), exclusive of any other price changes, that would cause the total contract price to increase by more than fifteen percent (15%), the Contractor shall, before making any additional purchases of labor and/or specified material(s), provide to the Buyer a written statement expressing the percentage increase for the contract price, the labor, material(s) in question, the dollar amount of the price increase to be incurred. The owner may then, at its option, terminate the Contract by providing within thirty (30) business days, both written notice of termination to the Contractor, and payment of the Contractor for all costs expended in the performance of the contract to the date of termination, plus payment of a pro-rated percentage of the Contractor's profits based on the percent of completion. Should both notice of termination and full payment not be forthcoming within thirty (30) business days, as provided herein, the Contractor shall have the option to termination the Contract, or to proceed with the Contract and purchase the labor and/or specified material(s) at the increased price. If termination is elected, the Contractor shall provide to the Customer a written notice of termination, and the Customer shall be required to pay the Contractor for all costs expended in performance of the Contract to the date of termination, plus payment of a pro-rated percentage of the Contractor's profits based upon the percentage of completion. If the Contractor elects to proceed on the Contract, it may then purchase the labor and/or specified material(s) at the increased price, and the Customer shall be required to pay the increased costs incurred.

17. No Setoff or Retention

Upon substantial completion of the Contractor's work under this Agreement, Customer shall pay all amounts due under this Agreement without any right of retention. Substantial completion is defined as the Job being materially completed, functional as intended, and a final inspection, or permit of occupancy certificate, as the case may be, having been obtained. If, after paying all amounts due, Customer alleges that Contractor's work is defective, Contractor, without waiving any of its rights, shall inspect the work and perform any remedial work to the extent Customer is entitled to such under this Agreement or Contract's warranty, if any, at no cost to Customer.

18. Clean-up

Contractor is responsible for removing debris and surplus material from the property upon which its work was done, and leaving the property in a neat and orderly condition; provided that this duty shall only apply to work performed by Contractor and debris and surplus materials arising solely from the work of Contractor.

19. Limitation on Contractor's Responsibility.

Contractor shall not be responsible for any damage resulting from pre-existing structural or other defects in Customer's property. Contractor is not responsible for remedying structural defects that are not part of the work specifically undertaken by Contractor. Contractor shall not be responsible for (a) any damages arising in whole or in part from causes beyond the control of Contractor; (b) any consequential or incidental damages including, without limitation, lost profits or reduction in value of Customer's property arising from Contractor's delay in performing under this Agreement or due to Contractor's breach of this Agreement.

20. Miscellaneous

No waiver of any breach of this Agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof. The section headings in this Agreement are for convenience only and shall not affect in any way the interpretation of this Agreement. In construing this Agreement the gender and number of words used may be changed to meet the context. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any part of this Agreement contrary to law shall not invalidate the other parts of this Agreement. If a provision of this Agreement is held to be invalid or unenforceable, this Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted. Buyer agrees that Contractor can assign any of Contractor's rights under this Agreement without Customer's consent and that the person to whom Contractor assigns this Agreement, shall be entitled to all of the Contractor's rights under this Agreement. Buyer agrees that Contractor may use the services of independent Sub-Contractor(s) for performance of the work contemplated by this Agreement provided that the cost to Customer shall not be thereby increased, excepting in those circumstances covered by the Escalation Clause above.

IN WITNESS WHEREOF, by signing the quote, you agree to this Agreement as of the date Quote is signed.



E & K CONTRACTORS

4030 Fitch Road | Toledo, Ohio 43613

4194749454 | service@ekcontractors.com | www.ekcontractors.com

Signature: _____ Date: _____

2710 Hayes Avenue
Fremont, OH 43420
Phone: (419) 332-7009
Fax: (419) 332-2165
GriffinPavementStriping.com



Estimating:
Bill Sheets
(419) 332-7009
bsheets@griffinps.com

25 September 2026

RE: Slow, Bike, People- Ottawa Hills

Est No: 504225

PROPOSAL

<u>Ref</u>	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Item Total</u>
	642	Slow, Bike, People	4	EA @	\$600.00 /	\$2,400.00
		Mobilization	1	EA @	\$750.00 /	\$750.00
						\$3,150.00

Conditions

Includes One Mobilization, Each Additional \$750.00

Price includes all labor, material and equipment to layout and paint quoted items.

Contractor is responsible to clean pavement before striping, if necessary.

Price DOES NOT include any removal or temporary striping.

Price DOES NOT include removal of curing compound.

Griffin Will Not Separate this quote.

Price does not include bond, if required \$15.00/thousand.

Price is good for 30 days.

Respectfully

Griffin Pavement Striping

William Sheets
Estimator



image sent to Griffin