MINUTES

RECORD OF PROCEEDINGS

Perry Village Council — Regular Meeting
Perry Village Hall — October 8, 2026

ROLL CALL OF COUNCIL MEMBERS PRESENT:
The meeting was called to order – 6:00 PM

Brian Farley
Pam Jenkins
John Nicely
Rebecca "Becky" Shimko
Paul Hlabse
Curtis Curd

OTHERS IN ATTENDANCE:
Ron White, Lori White, Jim Jablonski, Jean Schonauer, Laura Wolkensdorfer, Larry Hackley.

Good & Welfare-

Mayor Coss opened the meeting by thanking everyone for coming in today. If you didn't get a chance to sign in, please do so when you exit.

Public Comment: (Public to address comments and questions to Mayor and will be limited to three minutes. Mayor will decide if he would like Council or Employees to respond.

Jean Schonauer, 4166 Thompson, commented during public comment stating she was in attendance a couple weeks ago with the finance committee meeting, John as always does a great job with that. We had our two newest council members were here and wanted to express her concern that the other new council members need to come to these because this is your first time approving and reviewing the budgets for the village and there's a lot of key information in that bill, they are not familiar with it. This is the time to learn because that's one of the biggest things that you're responsible for is making sure that the village is financially sound and John puts a lot of work into that. So, I think that's something that you should take very seriously.

Continuing discussion, One thing Jean wanted to bring up is that when she started on council, they did not have a strategic plan, and she's of the philosophy that if you don't know where you want to be in five years, it doesn't matter where you are today, look at where you want to be, and then you need to develop a plan with very serious expectations and goals and processes on how you're going to accomplish this. Jean stated that we started out the first time we had a five-year strategic plan. It was really great, Phil Casella and herself were the facilitators. We had not only

all of our Council members on that committee, but we have people from our community businesses and residents that were on that strategic planning committee, and at the end of every year, we would give an update to what we accomplished this year towards our five-year plan, what do we still need to accomplish? Are there things that we need to change or add to the plan? So, it's a living document that we worked on, and we would meet anywhere from every three to six months on that strategic plan, even if it was to review it, then the next time that we came up for a strategic plan, it was going to be a three-year plan. We did the three-year plan that ends this December 31st. We did the same thing we would meet, talk about what we have accomplished? What do we still need to work on? Do we need to add things or delete things? There's been no meetings about the strategic plan that she is aware of, had there been, I would have come and I'm concerned that if you don't know where you want to be, how are you doing your job today, right? There's things that you need to be thinking about for the future of this village and the only way to do that is in my opinion is to get together, have a strategic plan involve the community, involve business owners in the village to work on that with you.

READING & DISPOSITION OF MINUTES:

Mayor Coss presented the following minutes for approval, with Fiscal Officer John Roskos conducting a roll call vote.

a. **Regular Council Meeting 9/10/2026 (emailed 10/2/2026) Motion to approve** made by Pam Jenkins, seconded by Curtis Curd. No discussion was needed. **Roll call**: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

LEGISLATION:

Fiscal Officer John Roskos read the legislation headings.

Resolution No. 45-2026 (First Reading)

A Resolution authorizing the Fiscal Officer of the Village of Perry, Ohio to transfer twelve thousand three hundred twelve dollars and fifty cents ($12,312.50) from the general fund to the Debt Service Fund 3101 and declaring an emergency.

This is for an old sewer project. There's a need for additional funds for the repayment of that loan next year.

Resolution No. 46-2026 (First Reading)

A Resolution authorizing the Fiscal Officer of the Village of Perry, Ohio to transfer five thousand dollars ($5,000.00) form the General Fund (1000) to the Center Street Reconstruction Fund (3102) and declaring an emergency.

Resolution No. 47-2026 (First Reading)

A Resolution approving the permanent appropriation fund for the Village of Perry, Ohio for the year 2027 and declaring an emergency.

Resolution No. 49-2026 (First Reading)

A Resolution approving the continued employment of John H. Roskos as Chief Fiscal Officer and Clerk of the Village of Perry, Ohio, determining compensation and declaring an emergency.

Resolution No. 50-2026 (First Reading)

A Resolution approving the continued employment of Christian Gray as Zoning Inspector of the Village of Perry, Ohio, determining compensation and declaring an emergency.

Resolution No. 51-2026 (First Reading)

A Resolution authorizing the Mayor to offer a Cash Benefit in Lieu of Major Medical Coverage for the Perry Village Employees for the Year 2027 and declaring an emergency.

Resolution No. 52-2026 (First Reading)

A Resolution requesting the County Auditor to make Advance Payment of Taxes for the year 2027.

The Village has the ability to request a portion of their property taxes. It arrives about a month or two early. If we request it, it's like five thousand ($5,000.00) out of the total amount.

Resolution No. 53-2026 (First Reading)

A Resolution authorizing the Mayor to enter into an agreement with American Family Life Insurance Company of Columbus (AFLAC Incorporated) to offer voluntary supplemental benefits to Village of Perry employees at no cost to the Village, authorizing the Fiscal Officer to establish corresponding payroll deductions, and declaring an emergency.

Resolution No. 54-2026 (First Reading)

A Resolution authorizing the Mayor to enter into an agreement with the dental and vision care provider offering the best and most reasonable rates through Acrisure for Village Employees for the Year 2027 and declaring an emergency

There's a small change in dental rates, I believe it's like 1.7%. The vision rates are unchanged. The providers are Delta Dental and VSP Vision.

Resolution No. 55-2026 (First Reading)

A Resolution authorizing the Mayor and Fiscal Officer to enter into a contract with Peace Maker Technology LLC for Police Department, mobile computers, and accessories and declaring an emergency.

This is the company that the Chief spoke about at the Finance Committee Meeting.

Ordinance No. 2026-13 (Third Reading)

An Ordinance enacting a one-year moratorium on the acceptance and approval of applications for data centers within the Village of Perry, excluding the property known as "Champion Farm," and declaring an emergency.

This is on its Third Reading and is up for a vote.

Motion to approve Ordinance 2026-13 made by Becky Shimko; **seconded by John Nicely.** No discussion. **Roll call**: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Curtis- Yes, Paul- Yes. **Motion approved 6-0**.

Ordinance No 2026-14 (First Reading)

An Ordinance documenting and recording the compensation of certain officials and employees of the Village of Perry, Ohio during Fiscal Year 2027, and declaring an emergency.

This Ordinance covers our salaries for Mayor, Council, the Police, and Road Departments.

REPORTS

Mayor's Report

Mayor Coss stated that he has spoken to council and one of the goals is to get these meetings to be a lot more efficient and not just wait until the end of the month or these meetings to kind of share what's been going on the month. So, that's one of the reasons why I've been using social media to kind of provide updates as to what's going on within Perry Village and our neighbors and stuff like that. Mayor Coss stated he will continue to utilize that at least unless something shows up where it says it's not going to be as efficient. With that being said, if you guys see anything on social media, you have any questions, don't wait until the meeting. Please give me a call, shoot me a text. We can talk about it. If you don't see me until the next meeting, we can talk about it at that point.

Just a few updates:

We will be starting leaf pickups on November 2nd. We will be doing that every Monday and Tuesday for the month of November. The first one will be on November 2nd and then on

Tuesday November 3rd. Obviously, that will be weather permitting so if it snows and it's covered in snow, we won't be picking them up. We do ask, again I will be using social media and also TextMyGov and communicate this to the community, but we do ask it's just leaves. The feedback I got from the Road Department is that they are getting a lot of tree limbs and other stuff that's in there which just makes the job that much more difficult and has a lot of wear and tear on the machine. It's actually not even ours. We borrow that from the Township. So, I will be stressing as we lead up to it, and I will be stressing it every Sunday evening.

Mayor Coss also stated he has an update on our snow plow truck delivery. The snow plow delivery is delayed by two weeks due to ongoing ODOT Inspection process. The snow plow truck is at the dealership. They're doing some finishing touches. They will give us a call when it's ready to be picked up, at which point we will have it delivered to be outfitted with everything that it needs the decals and extra stuff that we need in order to get it on the road. Mayor Coss also stated last he heard it is probably a couple weeks behind so they are trying their best to get that back on track. We're planning on it being a couple weeks behind.

Mayor Coss also stated he has spoken to the Township and North Perry and all three have agreed that on Halloween this year will be on October 31st and it will be between the hours of 6:00 PM and 8:00 PM like it always is. All three parties will be doing the exact same thing.

Solicitor: None

Engineer: Robert B. Parker, P.E. – Bob Parker provided updates stating that Green Street Waterline, Bentley had an emergency at Lubrizol, so they had to go out and address that. Unfortunately, they have a contract with Lubrizol. So, when the emergency popped it wasn't like they had a choice. They felt bad about leaving us. They should be back on Monday.

Manchester Road Bridge: Bob Parker provided updates stating the County is saying that it's probably going to open the second week in November. Bob stated he was out there yesterday and he would say we probably hit the October 31st deadline. The bridge is complete. They have railings to put up on the parapets. Everything's poured so really what's left is curbs and roadways. Regarding guardrails, Bob also stated the mayor contacted him and they were able to talk to the County. They had the guard rails reduced to just straight rails. Bob also stated that he hopes we can still do the 31st, he thinks it's going pretty well talking to them. They also think it it's going to be the 31st.

Main Street Sidewalk: Bob Parker mentioned to council that he's not sure if they noticed the Main Street sidewalk that was put in by Booth Farms where all the trees are, that's about a 10-foot drop, so we're looking at getting a railing installed on top of that in the fall. Bob also stated he has plans out to the welding shop in Geneva. They've done all our welding. They did the welding on the railing over at the historic society. Bob also stated they gave him a quote, he hasn't got anything in writing yet, it's about $3,500.00 to fabricate; the service department said that they'd be able to install it. The other thing

we're probably going to do is put some delineators because that sidewalk is very close to Main Street. So, we are looking at trying to get the speed limit reduced to 25, but we're also going to put some delineators in there, vertical PVC pipe with reflectors on them to try and let people know there's a side here.

Maple Street Potholes: Bob Parker stated we did talk to Norfolk Southern. They are taking ownership of that culvert. They are going to replace the culvert and put in their Capital Improvement Plan, so it probably won't be until 2028, but that means it's not coming out of the Village's coffers. Bob also stated we're scheduled to pave Maple Street next year, stating when we do that, if we stop just North of your crossing and start just South of your main line and the culvert's in between. So, they are going to take care of that and work around it, stating that was good news, I think for all of us.

OPWC- Main Thompson Harper: Applied for an OPWC grant to overlay Harper Street and waterproof the bridge deck. Bob stated he should be getting that application, and he should be getting that to you here shortly to take a look at there too on the 23rd to sign it once we receive it.

Main Street storm level in front of AM Vets: Bob stated there were some issues there we had that were fixed, we actually had it jetted last week, and everything worked fine. Bob mentioned that we were getting it jetted thinking it's just blocked and it turned out to be completely separated. That was all run through Storm Water (Lake County).

Lastly, Bob mentioned that something was brought up about the Harper Street bridge and the surface. The wearing surface on it is very uneven and patched. Bob stated, if we get the OPWC grant that we're going after, we will be overlaying Harper Street. Bob stated he included the bridge in the estimate, he talked to the county because technically the county takes care of that bridge and they will put a waterproofing membrane over the bridge when we do it at their own cost. So, what we do we mill out all the asphalt they put their waterproofing membrane in and then we have a tape over it. Bob mentioned the membrane just keeps the water from coming through the asphalt and into the concrete. So again, something that someone else has been paid for is that we get a benefit.

Councilwoman Pam Jenkins asked if that's the bridge by Becky's house on Harper Street. It was confirmed that it was. Pam also mentioned Manchester Bridge, which is coming along quickly. Also mentioning her and John Niceley were talking, stating they both have a concern about the sidewalk not being separated from the roadway, other than just the elevation of the sidewalk 10 inches of concrete. Councilwoman Pam asked if there has been any talk about putting something on that sidewalk to keep kids from falling into the road or dogs or anything.

Engineer Bob Parker responded to Councilwoman Pam that on a 25 mile per hour roadway that's a standard detail. Stating you can go up to like 35 or 45 with that same detail. So, that's a standard ODOT detail.

Mayor Coss mentioned that before he turns it over to John, he does want to say thank you very much to Mr. Parker. Stating he has been an absolute asset, whenever he gives him a call; on the Harper Bridge situation, he dropped everything and went right over there to look at it. Not just that, but the railroad situation as well, he took the lead on that for me. So, I just want to thank you very much, and then just with the water main breaks, the one we had on Green earlier this week, he was there with me the entire time from 3 something until 10:30 or 11:00 at night. So, I just want to say thank you very much for always being available, taking my call and dropping everything.

Engineer Bob Parker responded, "my pleasure."

Fiscal Officer: Financial Report: Fiscal Officer, John Roskos, he stated the only additional items he has is he did submit the reimbursement or the final report and reimbursement requests for our Pickleball Court Grant from Nature Works. Once they process it, it'll take probably a month to receive the reimbursement; that was sent in this afternoon.

Fiscal Officer, John Roskos, also mentioned that the audit is almost done, they released a draft on it, and the final one should be ready soon.

Police Chief: Mayor Coss stated that Police Chief Shook is at a Police Chief Convention Conference in Columbus or Dayton so Lieutenant Collins is filling in.

Lieutenant Collins stated the Chief said he sent out his monthly report. The only thing he can add is Pio's surgery was successful. They removed a 9cm cyst and they found a hernia so they fixed that in the process. His prostate was enlarged and he's at home recovering.

Public Works: No Update

Zoning: Christian is out sick and sent a detailed report. Christian also sent the planning commission report. Mayor Coss stated it was a very detailed report and he was very impressed with how well written and easy on the eyes it was.

Economic Development- JEDD/PEDC: Mayor Coss stated there have been no JEDD meetings and he and Brian have a PEDC meeting next week. The meeting got rescheduled to 10/15 at 6:00 PM held at the library. Mayor Coss stated it'll be the first meeting that he and Brian go to, Mayor Coss stated he believes they appointed a new chairperson in July, John Sines, who lives in

North Perry. The Vice Chairperson is Brian Titus, which is North Perry's Mayor. Mayor Coss also stated he and Brian have had some discussions and they're very eager to attend this meeting.

No updates on JEDD. They have not met.

Planning Commission: Councilwoman Becky Shimko stated they just went over some old business. In the end, they decided to just leave the finances (fines) for the houses that are vacant, the way they are that point. Councilwoman Becky stated we're not going to increase them right now.

Mayor Coss added that's been tabled for the moment. We need to iron out some behind the scene things and make sure that we have a plan in place that the Planning Commission's very confident to present to council.

Councilwoman Becky Shimko stated the next meeting is the 21st at 6:00 PM if anybody wants to come.

Council Members:

Curtis Curd: Councilman Curtis Curd stated they had a Revive and Thrive meeting on Monday. There is a pumpkin carving contest scheduled for October 24th here at Village Hall from 10:00 AM to 1:00 PM, Curtis also asked council if we spend up to $150.00 out of the operating supplies and materials, stating that's the events and strategic planning budget line there. Curtis also mentioned that John told him there was $968.00 that was unencumbered, so he wants to spend up to $150.00 for prizes and to decorate Village Hall for that event.

Motion to approve made by Curtis Curd; **seconded by Becky Shimko**. **Roll call**: Brian-Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Councilman Curtis stated we are going to have a final meeting for that for Revive and Thrive this coming Wednesday at 6:00 PM here at Village Hall. If anybody would like to join us for that you are more than welcome.

Brian Farley: Councilman Brian Farley stated we talked about the PDC meeting getting rescheduled, stating he is excited to attend that. Councilman Brian mentioned he would like to also throw out there, he encourages anybody that has any questions, concerns, if anybody ever wants to talk, my contact information is on the website. Stating you can also see him after the meeting and he'd be happy to give you his phone number. You don't have to wait until these monthly meetings to get in contact with me, stating he's extremely responsive and he would be happy to talk to anybody.

Paul Hlabse: Councilman Paul Hlabse mentioned the sidewalk parking is now going to be enforced. Stating the residents have had a few weeks to know about what's been posted on social media, had time to digest. Paul mentioned that the issue is the majority of the people that are those are not from Perry. These are developments where they're from other cities, from other areas, and we want that, we want to diversity, we want to bring people here, but they have an attitude about them that we can kind of do whatever we want in Perry and that's a little bit dangerous. Councilman Paul also stated we need to work at that kind of go to the root cause. How do we do that? A lot of time it's explaining what the law is, what the ordinance is, and they think it's a Perry thing. It's not. It's an Ohio thing for the sidewalks, explaining it doesn't matter if they came from Cleveland or Wickliffe or whatever. It's the same anywhere you go. We are just choosing to make that something that we want to clean up for safety reasons and it does continue to still happen and their attitude is come find me or whatever. Councilman Paul stated we don't want to get to that point. We don't want to have that fear-based kind of leadership, but I don't know what else to do at this point, stating it is in the newer developments. The longer driveways are in the Village. The other developments we knew what we bought when we got the house. They're smaller, they're only 25 ft. from the sidewalk. The driveways are small, you can fit a couple cars.

Councilman Paul mentioned one concern that they brought up was the time, stating he would like to bring up that may adjust it instead of midnight, maybe it's 8:00 PM. Instead of having it all the way until midnight. Maybe that will be a compromise to where they wouldn't fight us so hard. So instead of having to move the car at midnight back into the driveway to park over the sidewalk, 8:00 PM seems reasonable for people to walk to. Stating that's something he has heard.

Mayor Coss replied we could discuss it. Councilman Paul stated he don't know how else to give to some of the attitude. He thinks over time we can adjust that. But it should be you want to keep the strollers and the kids out of the streets, mentioning he knows it's supposed to be slow around Booth Farms and in Hidden Valley, but people fly around there.

Pamela Jenkins: 2027 Appropriations Councilwoman Pam Jenkins opened discussion asking if Council can present questions regarding the 2027 Appropriations. CFO John Roskos replied that council can discuss it if they want to change something.

> **Park Committee**: Councilwoman Pam stated at the last meeting she read her report of what she had recommended for budget and that isn't reflected in these appropriations of what we were asking for, stating it looks pretty much like they had it last year. CFO John Roskos replied he's not familiar with the committee discussion. Pam stated at the last minute in her report she believes it was $300.00 for Earth Day, $500.00 for Fun Day, $100.00 for The Meadow, $300.00 for a new garden fence, and $2,700.00 for miscellaneous for a total of $4,000.00. So, that's not what's on here.
>
> CFO John Roskos asked Councilwoman Pam which meeting that was and if she could send an email to him because they will need to look at it on Finance Committee.

Text My Gov: Councilwoman Pam asked if we were going to continue with that? CFO, John Roskos, replied the current Appropriation for 2027 assumes that, yes. Pam asked if that was part of a contract or something that we need, CFO John Roskos replied that it's contractual for at least a few years that he would have to look at the original contract. Pam asked if we knew how many people were signed up for that? CFO, John Roskos stated he believed there's almost 1,200. Pam replied that when Elias' post things people always say," How did you know that? So, you're doing a good job of putting that out there.

Mayor Coss stated to add to that, he had a discussion with John about a month and a half ago because obviously it's something that we have to pay for, and he know that the Township at one point looked at it and for whatever reason they decided not to do it and North Perry has either the exact same version as we do or they use something else. It's a discussion that he's going to be having with the Township and North Perry to see if maybe we can get a package.

Capital Projects: Highways, sidewalks, curbs, Center Street, Center Road, Green Street, Maple Street. The comments over to the far right, say all the Center Road has been delayed until 2027. CFO, John Roskos commented no, that should be the Green Street resurfacing was delayed until 2027. Councilwoman Pam stated then Maple Street to be likely completed in 2026. CFO, John Roskos commented Center Road is complete in 2026 and Maple Street in 2027.

K-9 Fund: Councilwoman Pam Jenkins asked if the people that contributed to that will do that for 2027 as well. CFO, John Roskos replied he was not sure that's up to the generous donors. Councilwoman Pam asked if they approach us or if we approach them? CFO John replied that they decide on their own.

Councilwoman Pam stated they did not have a park meeting because they couldn't all agree on a time. Everybody is so busy and there wasn't a lot to discuss. The only thing they need to discuss is exact measurements at the garden. Pam also stated Wally Siegel is going to plow it for us if that's ok with everybody and we'll have a road crew move leaves over there if they could when they're clearing leaves, we should take advantage of this nice weather and that will be ready to go.

Hometown Holiday: Councilwoman Pam continued discussion mentioning Hometown Holiday, stating they had a short and very informal meeting. Curtis was unable to make it. So, she went to his Revive and Thrive to ask his committee, Laura, Lori, and Christy to help out. She has all four people from the Park Committee, Laura and Tina stating they have a pretty good group that's going to be working on this. Manchester West has been secured for December 12th ; we are on Santa's schedule stating they will be putting a

lot of time and effort into that in the next couple of months and everybody is pretty enthused about it so I think it will be great.

JEDD: Councilwoman Pam will attend the JEDD Meeting on Wednesday, October 14th at 7:30 AM.

Continuing discussion, Pam stated in the minutes about Solicitor Ron reviewing the dead tree removal. Solicitor Ron stated he sent an email out and we should not be removing dead tress just because they're in the right of way, stating that's not our property stating if there's a danger, that's something we can discuss, but I think you run a dangerous precedent if you start removing dead trees that we really have no business doing. Solicitor Ron also stated we don't have a forestry division. Some cities do.

Councilwoman Pam asked Mayor Elias if they are going to get a list of committees and members. Mayor Elias replied that he has already started it and he has sent it to Sebrina and John last week. Elias stated before he put anything out we still have a couple seats that we need to fill on committees, but we already have kind of a rough draft about putting something together. Mayor Coss also stated he is going to create a little cheat sheet for our officers to keep in the cars because one of the things that Mayor Coss is going to stress a lot this year is it's their responsibility to look at our roads when it's snowing and especially at night, whoever is the night shift officer, they need to keep an eye on the road and if it's snowing, they have to make that call. So, we're going to have something specifically designed for them so that they have in the cars with all the details with the hope of them getting in front of our roads earlier as opposed waiting until there's like three to four inches on the ground, coming from a safety perspective.

Mayor Coss continued discussion stating they hired two, offered to three guys for the Road Department Crew; two of the guy's back rounds have come back, they have been hired and already met with Charlie, have done some formal or informal training. Cheat sheet will be put on and then we will also update the website with a lot of support information so he knows who to call.

Councilwoman Pam asked CFO, John Roskos what the final cost of the Pickleball Court? CFO, John Roskos, replied it was $73,400.00 or so give or take $25.00 or something like that. Councilwoman Pam replied there have been a lot of people out there. Mayor Coss replied the feedback has been very positive. Pam replied they need to get more gravel up there and Mayor Coss stated he talked to Charlie and we are going to get more. Right now, we're kind of short-handed because, Dan is out with a rotator cuff surgery, so he won't be back until Mid-January. Mike dislocated his shoulder a bit. He will be back next week or two.

John Nicely: Councilman John opened discussion about the Finance Committee meeting reviewing the proposed budget for 2027 stating obviously, you show somewhat of a deficit as far as revenue versus our spending projections, however besides the committee meeting, John

and I met, I took a lot of John's time we went through the entire budget line by line *(Editor's note: audio inaudible)* Understanding better what our fourth quarter historically has been, that we do not have a big push on fourth quarter on appropriations. It seems to be very even spending and from my estimate, I believe we will roll into 2027 based on where we're at.

In addition, to that to go back to answer your question on the additional $4,000.00. We're really trying to control our spending. So, no proposed increases with the exception of a couple minor things that we did bring up during (the Committee Meeting), salaries, a street commissioner position... Those are all proposals that we can look at.

Councilman John continued discussion, stating he had the opportunity to spend time with some of officers this week. Malcolm has the whole issue on e-bikes. John stated he compared notes with Curtis. Councilman Curtis stated he had no problem calling Mentor or Willoughby for guidance…and take a hard look at that. Councilman John stated he also committed to the officers last night that he'd available to listen their concerns. Also, Malcolm has put a lot of stuff together.

Mayor Coss commented Malcolm has submitted that to the Chief and himself. Stating the Chief is out this week, but we have plans on meeting next week, the Chief, myself, and Malcolm to go over his presentation.

Councilman Brian also commented and stated that today there was an article in the Plain Dealer about the state also looking into the legislation.

Rebecca "Becky" Shimko: Councilwoman Becky began discussion, piggy backing off Brian stating if anybody wants to talk to her, her phone number, emails are on the Village site. Stating she very seldom gets call, but if somebody needs an answer, I'll get it.

The second thing Councilwoman Becky was the question, "Have we made any progress in having a supervisor for the roads"? Mayor Coss replied he hasn't entertained or put any energy into what that looks like or whatever may be the case. Stating right now he is filling it, and he's not taking salary for it. Mayor Coss stated he meets with the Road Department every Monday for about an hour or so or whatever they need to kind of go over what's coming up for the week ahead, what they accomplished the week prior, it's been over the past month or so and they are very appreciative of that stating he talked to Charlie maybe an hour or two hours ago.

Mayor Coss continued discussion stating they had the interviews for the solicitor position a week or so ago, we've done all the other hirings stating that we have all that in the back burner with the upcoming year, know there'll be discussions that I'll have with you guys. Councilwoman Becky commented personally, she doesn't think you should be involved in that, other than getting a report, you have enough on your plate.

Councilwoman Pam commented she had something to say; Mike Glover mentioned flock cameras, they have a ton of them in Mentor and we have one or two down here at the split stating she doesn't know the temperature of the community, how they feel about them, if they

want them kept out or what people think, asking is that was something we could pass a Resolution and be proactive right now before they bring them in here? Could we act on that and try and keep the out?

Councilman Curtis Curd asked if he could speak to that stating he had a conversation with the Police Chief and he doesn't have any interest in putting cameras within the Village. That's not on the table. Councilman Curtis also stated he reached out to Ironton, Ohio, stating he called the mayor's office down there, they sent that over to him. Curtis stated he is working on looking at that to see if it's something that workable for Perry because it does have some specifics exclusions that the law enforcement is allowed to use that technology, kidnapping cases, specifically. Active murder investigations, those type of things where you would be able to use automatic license plate readers. They do have exclusion for if you're running a surveillance, it does not capture licenses plates. That type of thing is allowed in their city limits, so they have a whole list of exclusions and I am muddling through that to see what's workable for us.

Councilwoman Pam asked how council felt about that? Is that something that you want purpose to put an effort into? Where do you stand? Councilman Curtis stated he had no issue writing something up and potentially getting on the agenda because then we can look at, discuss it, decide yes or no. Curtis also stated if you have concerns, questions about that, shoot me an email or just give me a call and he'd be more than happy to talk about it.

Mayor Coss commented from his position, he has no interest in flock cameras in our community. It comes at the cost of us, stating it is something that we would have to approve to have those put into the buildings as well and it comes at a cost. Mayor Coss stated Flock Camera is something he has followed for at least a couple of years. At one point I was interested in it, but as I follow history over the past few years and kind of how they've been utilized in other communities in other states and things like that.

Purchases & Approvals:

a. Approval of Purchases September 4 through October 1, 2026

Mayor Elias Coss called for a motion to approve purchases from September 4 through October 1 A motion was made by Becky Shimko; seconded by Paul Hlabse. **Roll call**: Brian- Yes, Pam- Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Public Comment (comments may be directed to the Mayor or Council only, may pertain to any topic specifically discussed at this meeting, and will be limited to 3 minutes):

Lori White, 3858 Padre Pio Ln, spoke during public comment in regards to the subject about abandoned homes, stating to Councilwoman Becky to please explain why this is being tabled again. Resident Lori White stated she's been in this Village for almost three years and has brought up these abandoned homes so many times, stating she is getting told the same thing.

We're tabling it, we're looking into it, not now. Stating that if these abandoned homes were in other cities, Mentor, Willoughby this wouldn't be happening.

Councilwoman Becky replied to Resident Lori, stating she knows that they've taken them to court at least once, maybe twice. We can not make them it's not within our power.

Mayor Coss stated he was the one that tabled it, it's not an excuse, stating what he will tell you is that over the last nine and half months we've had in 2026 a high turn over of just changes, Council, Police Chief, we have new hire solicitor, so this is a topic we just can't make a decision and just make it right. There have been way many moving parts up until this point. So, I specifically wanted this tabled because I wanted to make sure that first we first and foremost had a full council and give the time to get up to speed with it and also to be able to have some healthy conversations with our solicitor and our zoning inspector. Mayor Coss also stated it is not something that's being put on the back burner; it's a top five maybe three and he's not passing it over and he knows its something that is very important to, stating but to me it's more important that we have the right people in the room and that they're understanding of what's going on and what is needed before we start passing legislation and enforcing rules. It's on the radar. It's something that we are working on. I'm not just looking to race to the finish line without getting the right people involved in and making sure that they understand what they're looking at and what we're talking about.

Resident, Lori White, continued discussion stating we all obviously want it done, and we want it done correctly, so they're not taking people to court. I could get that, it just seems like it's taking longer, but I understand you that everything that's happened these last eight months. That wasn't my priority, stating getting on to Paul's question, I have to agree with you with the parking, because I live in Hidden Village and we had an incident the other day when this car was parked practically on the street stating, its kind of ridiculous to have a driveway, and I understand if you have multiple families, but if you're going to be parking practically and especially with winter coming, the snow plows are not going to be able to go around these cars. So, I mean I agree with you about that because when I lived in Mentor that was a big no. You were not allowed to do it, also stating she doesn't understand why certain people in this community think just because they came from Mentor or Willoughby that they can just do it without consequences. Lori also stated she doesn't know if the police forces are enforcing that.

Mayor Coss commented it is being enforced, that he has educated the families in Booth Farms, Paul has educated the families in Booth Farms as well. You can park in the driveway, and you can park on the street from 6:00 AM until midnight. The issue that we're seeing in specifically Booth Farms, and in some cases Hidden Village and other parts of the community is that between 6:00 AM and midnight people are blocking the sidewalk when they could easily be parking in their driveway, their garage, so that's the concern. That's the safety issue, because we do have families that are walking their kids, their kids that are going to school in the morning, coming back at home, and they shouldn't have to go in the street to get around, when from 6:00 AM until midnight everybody can park on the street or fully in their driveway. Mayor Coss stated he had a conversation with the Police Chief, and multiple officers. The Chief has sent out an email and it is something that is being enforced. In fact, three people came to pay their parking citations. Our police officers are doing a phenomenal job whenever I bring

something to their attention. The number of citations to warning ratio has significantly changed over the course of the past six months. We've seen an increase in some OVI arrests as well. So, it is something that Booth Farms has brought to my attention. Hidden Village to a point, some other areas. Again, you can park on the street from 6:00 AM until midnight. You can park fully in your driveway, in your garage at any point. You just can't block the sidewalk between those hours.

Larry Hackley, 4015 Center Road, spoke during public comment and wanted to touch just on two things. Larry questioned, the house that is more than half burnt down, is that home different, I hope, from the others that you've been approaching for years. Mayor Coss questioned the one on Main Street? Larry commented saying he hopes it's the only one there is.

Mayor Coss replied Mr. Church, he lives on Main Street, and he thinks he can see it from his house, had sent him an email. Mayor Coss stated he actually had a conversation with the fire Chief. I wouldn't say that is in the same situation, but I wasn't really aware. I guess the house was vacant prior to it burning down a year ago. Mayor Coss stated he was told that the house was vacant prior to burning down and that was the issue prior to the house burning down, and yes, he is also looking into that one separately and also in addition to the whole thing.

Resident Larry Hackley replied to Mayor Coss asking him in dealing with all of these things in our inability to deal with them, is that because we're a village and not a city?

Solicitor Graham replied to Resident Larry's question by stating that there is no difference between a village and a city. Larry replied plagiarism is a wonderful thing. The City of Painesville, done- serve a notice- you got so many days and it's gone.

Resident Larry Hackley continued discussion and wanted to ask Paul if he was saying he would like to see that push back to 8:00 PM?

Councilman Paul replied he would say a little bit earlier stating I think a lot of people are apprehensive of wanting to go out at midnight, but I think 8:00 or 9:00 PM would be sufficient.

Resident Larry Hackley replied during public comment, if he's understanding that right, then they couldn't have company after 8:00 PM? They couldn't have company where are they going to park?

Councilman Paul replied to Resident Larry Hackley stating You're an adult, have company whenever you want. Why would you park in your driveway or in the street. Larry stated to Councilman Paul, so, you could have in reference to Hidden Village, you could only have two people come visit you after 8:00 PM in the evening. Is that not, right? Councilman Paul replied so, we will leave it at midnight then, it is what it is now.

Jean Schonauer, 4166 Thompson, spoke during public comment with a public service announcement with the TextMyGov and talking about the leaf pickup and everything else. We

do have in our contract with our waste removal company that they will pick up all yard waste every week, 52 weeks out of the year. If people are cutting their grass and bagging it or they're picking up their branches and things like that, they can put those in lawn bags, put them right out with their garbage can, and they'll pick them up. So, that might be something you want to throw out there for the people that are trying to do that when we're doing these pick-ups. They can do this all year long.

Resident Jean continued discussion with the budget, stating to Councilman John Nicely, that he was trying to keep things copacetic, and even to what we have this year. Does this include wages? Are you giving any kind of proposal or wage increase to the employees, and if so, what percentage?

Mayor Coss replied to Resident Jean stating we have not.

Councilman John stated we have proposed some rate increases. I'm not going to give you the percentage because…because it's actually on an individual basis.

Resident Jean question so when you say individual based on qualifications as it's currently set up, so like a patrol officer one, two, three, four, five, they make a different rate. Is that what you're talking about? Are you talking about wage increase based on performance, performance-based versus just position?

Councilman John replied he would say that these would be not only performance but scope of duties.

Mayor Coss spoke and commented stating this isn't a Q&A this is a public comment portion. So, it is something that the Finance Committee is looking into that. So, when all of that is taken care of, we will share that with the community.

Resident Jean continued public comment regarding vacant houses stating we have more houses that are looking pretty bad. There's one on Thompson Street that is currently vacant and needs to be addressed because I live in that area of town. I notice it, and I just want to bring that up. I also will say that when the mayor did Munchies with the Mayor, that was discussed as well, and Ashley and I suggested that you as Council, visit the Vacant Home Legislation that the City of Lakewood has. It's very comprehensive, and it's very detailed and clearly it has stood the test of time from a legal standpoint. So, if you haven't don't that yet, I would encourage every one of you to go look at their legislation on it, because, as I said, is very excessive, and I was very impressed with it. I think it it's something that we need to look at because it gives you avenues to not just keep sending the letters and charging them the money. It gives you the avenue to make them either do something or you take possession of the properties, and I think that's the threat the community needs or these vacant homeowners who need to understand that you just don't get to sit there forever. It's harming our community, it's reducing our property values, and it's an eyesore. So, I would encourage you all to look at that and un-table it and do something with it because there's plenty of information out there that we could be using to make it right in our community. Resident Jean, also commented to Resident Lori White stating she's absolutely right. This has been an on-going thing.

Resident Jean continued public comment stating the other thing she wanted to bring up, because we're talking again about the budget and Munchies with the Mayor. We talked about the speed limit on Main Street, and you brought that up as well in your report over by Booth Farms, reducing that to 25 it was discussed that miles per hour. And one of the criteria is to do a traffic study. Traffic studies are not cheap, they're expensive and I know that it was discussed that was probably something we were going to work on in 2027. I did not notice that there was any money budgeted for a traffic study, so I would again encourage the finance committee to look at that as well. Make sure that gets included. It's not a cheap study. It's going to cost you some thousands of dollars.

Councilman Brian Farley, commented and asked Resident Jean if she was on the Finance Committee and if she talked about that as the Finance Committee? Jean replied, well no because technically I was just an observer. I'm not a member of the committee. I was just a community member that was there. Councilmember Brian then asked Resident Jean if she reached out to anybody? Jean replied, Elias is the one that knew about it. We talked about it on Munchies with the Mayor. I actually looked up what was going to be required to do a traffic study and we talked about it in that meeting. The mayor knew that but unfortunately the mayor wasn't at the Finance Committee. Councilman Brian asked Resident Jean if she reached out to any council members? Jean replied, no, you had two council members and you and Pam that were both at some point or another at the meeting that the mayor did have.

Councilman Brian Farley stated to resident Jean, I was just asking you if you brough it to their attention at that time.

Councilwoman Pam Jenkins commented asking Resident Jean when she became a council member?

Resident Jean replied she was on council for eight years.

Councilwoman Pam stated this vacant house problem has been going on since 2002 and you and Ashley were both on council, so what things did you try that were successful in getting rid of some of these vacant houses?

Resident Jean replied, this is public comment and I'm not required to answer any of your questions.

Resident Jim Jablonski, 3624 Main Street, spoke at public comment and stated just to make an observation is if council, given any thought to govern the rules and regulations as far as e-bikes go? You can have a kid, zipping in and out. They go pretty fast anymore. Any my concern is somebody's going to be backing in their driveway. So many will be buzzing … around cars. Somebody's going to get hurt. I'm not quite sure what the police can actually do about that. I thought maybe it was something council could think about or talk about.

Councilman Curtis replied it is something that he and John had talked about a little earlier. We're going to try to get Mentor's and Willoughby's and we will see what is going to fit for the Village to try and get some control of that situation.

Executive Session (if needed):

Councilman Brian Farley, made a motion to enter into executive session to consider the appointment, employment dismissal, discipline, promotion, demotion, or compensation of a public employee or official. No action will be taken afterwards. Mayor Coss stated he would like to invite Council and John. **Motion seconded by Curtis Curd**. **Roll call**: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Executive Session began at 7:11 PM

Councilwoman Becky Shimko made a motion to return to regular session. **Motion seconded by Curtis Curd**. **Roll call**: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Regular Session resumed at 8:26 PM.

CFO, John Roskos, stated we are going to hold a special council meeting on Tuesday, October 13th at 7:00 PM to consider the appointment of a Solicitor and Assistant Village Solicitor.

Councilman Brian Farley made a motion to adjourn the regular meeting. **Motion seconded by Pam Jenkins. Roll call**: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Meeting Adjourned at 8:27 PM.

The next Regular Council Meeting will be Thursday, November 12 at 6:00 PM.

_____ _____

John H. Roskos, Fiscal Officer Elias Coss, Acting Mayor

Posted: _____

Called by Mayor Elias Coss

RECORD OF PROCEEDINGS

Perry Village Council — Special Meeting
Perry Village Hall — October 13, 2026

ROLL CALL OF COUNCIL MEMBERS PRESENT:
The meeting was called to order by Mayor Elias Coss at 7:03 PM, who conducted roll call.

Brian Farley
Pam Jenkins
John Nicely
Curtis Curd
Paul Hlabse
Becky Shimko

OTHERS IN ATTENDANCE:

Mike Glover, Jean Schonauer

LEGISLATION

Resolution No. 48-2026 (First Reading- Recommendation to suspend the Three-Reading Rule)

A Resolution confirming the appointment of Diane A. Calta as legal counsel, affirming her agreement, determining compensation and declaring an emergency.

Motion to suspend the Three-Reading Rule made by Pam Jenkins; seconded by John Nicely. Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Motion to approve Resolution made by Brian Farley; seconded by Becky Shimko. Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Resolution No. 56-2026 (First Reading- Recommendation to suspend the Three-Reading Rule)

A Resolution confirming the appointment of Kathryn E. Weber as assistant legal counsel affirming her agreement, determining compensation and declaring an emergency.

Motion to suspend the Three-Reading Rule made by Brian Farley; seconded by Becky Shimko.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Motion to approve Resolution made by Curtis Curd; seconded by Brian Farley.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

Mike Glover asked if there was a public session; Mayor Elias stated there is no public session.

ADJOURNMENT:

Motion to adjourn meeting made by Pam Jenkins; seconded by Brian Farley at 7:11 PM

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**.

MONTHLY REPORTS

Monthly Financial Report through October 31, 2026

The General Fund ended with a balance of $2,041,110.32. Monthly revenue was $265,218.10 versus expenditures of $241,505.51 for a net surplus of $23,712.59. Significant capital expenditures this month out of the General Fund included payments to Cleveland Freightliner of $111,121.00 for the new truck chassis (not including equipment to be added by MTech), $11,420.06 to Hotsy Equipment Company for the pressure washer, and the final local payment of $10,232.51 to D.B. Bentley for the 2025 Center Road Drainage Project.

By comparison, revenue in October 2025 was $106,456.01 and expenses were $123,091.74. Revenue varied significantly from last year primarily due to the $54,983.79 received from ODNR for the NatureWorks Pickleball Court Grant, and significantly higher income tax receipts. October 2026 net income tax revenue was $151,203.88 vs $75,334.12 for October 2025.

Additional Activity in Other Funds: $4,119.44 was paid for Street Lighting out of Fund 2902. Also, during the month of September, the Village spent $17,775.92 towards SRO personnel (Fund 2904). Expenditures from the Canine Fund (2903) were $10,910.84 primarily for Pio's treatment. For the Green Street Waterline Replacement, $81,678.76 was remitted to D.B. Bentley Inc- these funds originate from Lake County and are recorded in Fund 4901. Finally, $17,152.78 in municipal income and net profits was remitted to the JEDD for the month out of Fund 9201.

Unfortunately, the final audit of 2023-2024 has not yet been released.

Respectfully submitted,
John H. Roskos
Fiscal Officer

Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081

Chief Dan Shook

Office # 440-259- 5004 Dispatch # 440-350-2794

Perry Village Police Department

Monthly Activity Statistics – September 2026

Reporting Period: September 1, 2026 – September 30, 2026

Nature of Call	Total
BUSINESS CHECK	118
TRESPASS	1
COURT CARD (Hearings, Paperwork, Transport)	1
HOUSE CHECK	3
TRAFFIC STOP VERBAL WARNING	22
COMMUNITY POLICING	17
ASSIST	30
HARASSMENT	1
OPEN	1
JUVENILE	10
ANIMAL	3
ALARM	4
TRAFFIC STOP CITATION ISSUED	17
PROPERTY (FOUND)	2
SUSPICIOUS CIRCUMSTANCES	1
TRAFFIC COMPLAINT	6
ACCIDENT PRIVATE PROPERTY	3
ADMINISTRATIVE	12
HAZARD	2
PHONE	22
PARKING VIOLATION	9
INFORMATION	7
911 Hang Up	1

Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081
Chief Dan Shook
Office # 440-259- 5004 Dispatch # 440-350-2794

Nature of Call	Total
PROPERTY	3
PROPERTY (LOST)	1
FIRE ALARM (SCHEDULED)	2
CIVIL	4
THREAT	1
WELFARE CHECK	2
REPO	1
INVESTIGATION	1
DISORDERLY CONDUCT	1
SUSPICIOUS PERSON	1
DISTURBANCE	2
PATROL (Extra)	1
LOCK OUT	2
SPECIAL DETAIL	1

Highlights

- **Total Calls for Service: 316**

Top Five Call Types

1. Business Checks – **118**
2. Assists – **30**
3. Traffic Stops – Verbal Warnings – **22**
4. Traffic Stops – Citations Issued – **17**
5. Community Policing – **22**

Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081
Chief Dan Shook
Office # 440-259- 5004 Dispatch # 440-350-2794

Monthly Overview

The Perry Village Police Department responded to **316 calls for service** during October 2026. Patrol officers remained proactive throughout the month, conducting **118 business checks**, **22 community policing activities**, and 39 **traffic enforcement stops** consisting of 17 **citations**. K9 Pio was utilized to assist North Perry with a narcotics investigation. It is good to see K9 Pio back to working after his surgery.

The department sponsored active shooter training through ALERRT (Advanced Law Enforcement Rapid Response Training). The ALERRT mission and vision are to provide the best research-based active shooter response training in the nation to save lives and protect communities. The Madison School District graciously provided access to the empty Redbird Middle School so officers could participate in this training. This training was at no cost to the Village.

Officer Moore and I will be attending similar free training that integrates responses to a mass casualty incident with EMS and dispatch. This training will be held in December and is also through the ALERRT program.

The first week of October I attended the new police chiefs' training in southwest Ohio sponsored by the Ohio Association of Chiefs of Police (OACP). This was an incredible opportunity to connect with fellow police chiefs from across the state, exchange ideas, discuss the challenges of law enforcement today, and learn about new approaches to leadership, public safety, and community policing.

Lt. Collins, along with Perry High School Principal Niedzwiecki, attended the Ohio Tactical Officers Association (OTOA) Active Shooter Symposium held at Mentor High School. This training brought together school personnel from throughout Lake County and focused on preparing for and responding to critical incidents within our schools.

Continued training and strong partnerships between law enforcement and school officials are essential to keeping our students and staff safe.

Our officers participated in several Trunk or Treat events this past month. We also were at locations throughout the Village on Halloween night. It was great to see all the costumes worn by the kids and parents during these events.

Recognition

I would like to recognize Sgt. Orf, who was recently recognized by Mothers Against Drunk Driving (MADD) during an awards ceremony in Columbus. This recognition reflects his dedication to impaired driving enforcement and keeping our roadways safe. We are proud of Sgt. Orf and his commitment to protecting our community!

Additionally

A speed sign has been purchased this month. This sign will be used at various locations throughout the Village and show the speed of vehicles as they travel. This sign will hopefully encourage residents and visitors to slow down when driving through the Village. The sign also has the ability for the department to track days and times when violations occur.

Respectfully Submitted,

Dan Shook, Chief
Perry Village Police Department

Perry Village Council Meeting – 11/12/2026

- Green Street Waterline project started. Will continue through the end of Middle of December.

- Manchester Road Bridge- Bridge construction is on-going. Should be open any week.

- Main Street Pedestrian railing- Railing was delivered to the village on Friday 11/6/2026. We will work to get correct hardware to install the railing and the road crew will install the railing

- OPWC- Main/Thompson/Harper: Application Submitted

- We contacted the utilities to move the lines from the damaged pole at Green and Logan's Way. They will then remove the damaged pole.

Perry Village Park Committee — Meeting Minutes
September 2, 2026
Time: 6:00 PM Lee Lydic Park

I. Call to Order & Attendance

A. Call to Order: 6:00 PM •
B. Attendees: Pam Jenkins, Barb Howley, Tara Chabot, Vanessa Rockwell

II. Approval of Previous Minutes

A. August 12, 2026 minutes were reviewed and approved.
B. Motion: Barb Howley • Seconded: Tara Chabot, all approved

III. Old Business

A. Meadow
1. Signage will be installed next spring following the controlled burn. Hope to involve the Fire Department in the burn to help us and good practice for them.
2. Special thanks to the road crew for mowing and clearing the path!

C. Community Garden
1. The garden will be relocated but will remain the same size.
2. New Location being considered i just east of the dog park. Can share parking and water. Discussed improved/better fencing.
4. Will try to move the shed to the new location.

D. Pickleball Courts - CANCELED
1. Grand Opening • September 20, 2026, at 12:00 PM
2. Event Details:
a. Ribbon-cutting ceremony.
b. Hot dogs, chips, and drinks.
c. Pickleball gift basket giveaways.
d. Esther Daniels may host a 30-minute clinic.

E. Battery Collection Tube
1. Painted red, has official sign with rules and now is in permanent location.

IV. New Business

A. 2027 Budget Proposals
1. Earth Day: $300
2. Summer Family Fun Day: $500
3.Miscellaneous: $500
4. Meadow: $100

5. Garden Fence: $300
6.Pickleball Court: $300
Pam will present proposed budget at next council meeting
7. Fundraisers: Discussed for additional funding.
8.Action Item: Send any additional budget requests to Pam prior to the next Council Meeting on September 10, 2026, at 6:00 PM.

B. Perry Village Hometown Holiday 2026

1. The Mayor is on board with the event.
2. December 12, 2026 12:00 noon til closing tree lighting at 6 - 6:30pm
3. Next steps include finalizing event layout, planned activities, getting businesses and other locations on board, PSL volunteers, book Travis Mettler as Santa, reserving Manchester West, confirming wagon, tractor and straw. Discussed Village wide holiday lighting contest with winner announced at tree lighting. Pam will attend Thrive and Revive Meeting as they want to help as well.
4. Publicize everywhere!!

C. 2027 Proposed Activities

1. Bike Parade
2. Golf Cart Parade
3. High School & Middle School Student Paint Night / Art Event 4. Movie Night
5. Village Garage Sale: August 7, 2027
6. Full Moon Party
7. Food Truck Fridays
8. Campout
9. Earth Day - April
10. Summer Fun Day! July

V. Recommendations for Remaining Park Funds from 2026

1. Purchase wood holder.
2. Electric motion-detector lights will be discussed at the October meeting.

VI. Five-Year Plan Initiatives

1. Build a new playground in the same location.
2. Create a nature play area in the grove of trees.
3. Clean both wood paths and add wood chips or small limestone gravel.
4. Expand road width around the park to add a dedicated lane for bikers, strollers, walkers, runners, and dog walkers.

5. Clean underbrush of the entire wooded area to remove invasive species and establish native plants.
6. Install a fishing platform (explore ODNR grant opportunities).
7. Replace the picnic shelter roof with green tin to match stage, and paint both structures same color - discussed white
8. Replace benches around the pond.
9. Install a new Park sign.
10. Plant more native trees throughout the park.
11. Install a tetherball pole.
12. Upgrade restroom facilities.
13. Construct a Gaga Ball Court.
15. Create an amphitheater area.
16. Widen the road to two lanes from Laturette Lane to the picnic shelter, remove the circle, straighten the road, and add angle parking spaces (if space allows).

VII. Next Meeting & Adjournment

A. Next Meeting Date: October 6, 2026, at 6:00 PM (Village Hall) - CANCELED
B. Adjournment: 8:10 PM
C. Motion: Vanessa Rockwell • Seconded: Tara Chabot

Proposed 2027 Meeting Schedule

Village of Perry Council

Proposed 2027 Meeting Schedule

All meetings begin at 6:00 PM.
Regular Meetings are generally held on the 2nd Thursday of the month.
Second Regular Meetings (or Special Meetings/Work Sessions) are generally held on the 4th Thursday of the month.

January 2027

- Regular Meeting: Thursday, January 14
- Second Regular / Work Session: Thursday, January 28

February 2027

- Regular Meeting: Thursday, February 11
- Second Regular / Work Session: Thursday, February 25

March 2027

- Regular Meeting: Thursday, March 11
- Second Regular / Work Session: Thursday, March 25

April 2027

- Regular Meeting: Thursday, April 8
- Second Regular / Work Session: Thursday, April 22

May 2027

- Regular Meeting: Thursday, May 13
- Second Regular / Work Session: Thursday, May 27

June 2027

- Regular Meeting: Thursday, June 10
- Second Regular / Work Session: Thursday, June 24

July 2027

- Regular Meeting: Thursday, July 8
- Second Regular / Work Session: Thursday, July 22

August 2027

- Regular Meeting: Thursday, August 12
- Second Regular / Work Session: Thursday, August 26

September 2027

- Regular Meeting: Thursday, September 9
- Second Regular / Work Session: Thursday, September 23

October 2027

- Regular Meeting: Thursday, October 14
- Second Regular / Work Session: Thursday, October 28

November 2027 ***(Exceptions)***

- Regular Meeting: Wednesday, November 10 *(2nd Wednesday)*
- Second Regular / Work Session: Tuesday, November 23 *(4th Tuesday)*

December 2027

- Regular Meeting: Thursday, December 9
- Second Regular / Work Session: Thursday, December 23

Purchases and Approvals

Purchases and Approvals for November 12, 2026 Council Meeting

VILLAGE OF PERRY, LAKE COUNTY

11/5/2026 3:18:55 PM

UAN v2026.3

Payment Listing

10/2/2026 to 11/5/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
630-2026	10/02/2026	10/02/2026	CH	VISUAL ARMOR SECURITY	$97.00	O
631-2026	10/08/2026	10/05/2026	EP	Malcolm Battiato	$2,407.79	O
632-2026	10/08/2026	10/05/2026	EP	Mario D Bertone	$25.96	O
633-2026	10/08/2026	10/05/2026	EP	Michael J. Collins	$2,121.51	O
634-2026	10/08/2026	10/05/2026	EP	Sebrina M Gama	$888.06	O
635-2026	10/08/2026	10/05/2026	EP	Eric W Gross	$28.56	O
636-2026	10/08/2026	10/05/2026	EP	William F Hoegler II	$788.12	O
637-2026	10/08/2026	10/05/2026	EP	John Lee Jacobson	$1,759.97	O
638-2026	10/08/2026	10/05/2026	EP	Matthew J Moore	$2,456.74	O
639-2026	10/08/2026	10/05/2026	EP	Michael V Orf	$2,262.49	O
640-2026	10/08/2026	10/05/2026	EP	John H Roskos	$1,689.95	O
641-2026	10/08/2026	10/05/2026	EP	Daniel T Shook	$2,496.77	O
642-2026	10/08/2026	10/05/2026	EP	Nathanial D.L. Stone	$2,238.05	O
643-2026	10/08/2026	10/05/2026	EP	Daniel L Wyatt	$254.32	O
646-2026	10/08/2026	10/05/2026	EW	ODJFS	$314.46	O
647-2026	10/08/2026	10/05/2026	EW	Federal Tax Payee	$4,035.90	O
648-2026	10/02/2026	10/05/2026	EW	VSP	$2.18	O
649-2026	10/02/2026	10/05/2026	CH	VSP	$16.24	O
650-2026	10/08/2026	10/05/2026	EW	Ohio Public Employees Retirement System	$6,909.35	O
651-2026	10/08/2026	10/05/2026	EW	Ohio Police & Fire Pension Fund	$11,828.71	V
651-2026	10/08/2026	10/27/2026	EW	Ohio Police & Fire Pension Fund	-$11,828.71	V
652-2026	10/02/2026	10/08/2026	CH	THE ILLUMINATING COMPANY	$4,119.44	O
653-2026	10/06/2026	10/08/2026	CH	THE ILLUMINATING COMPANY	$614.66	O
654-2026	10/06/2026	10/08/2026	CH	THE ILLUMINATING COMPANY	$85.96	O
655-2026	10/22/2026	10/19/2026	EP	Malcolm Battiato	$2,797.67	O
656-2026	10/22/2026	10/19/2026	EP	Mario D Bertone	$77.25	O
657-2026	10/22/2026	10/19/2026	EP	Michael J. Collins	$2,591.53	O
658-2026	10/22/2026	10/19/2026	EP	Elias A Coss	$920.29	O
659-2026	10/22/2026	10/19/2026	EP	Curtis N Curd	$298.19	O
660-2026	10/22/2026	10/19/2026	EP	Brian J Farley	$365.37	O
661-2026	10/22/2026	10/19/2026	EP	Sebrina M Gama	$860.50	O
662-2026	10/22/2026	10/19/2026	EP	Ron Graham	$548.08	O
663-2026	10/22/2026	10/19/2026	EP	Christian Gray	$1,404.27	O
664-2026	10/22/2026	10/19/2026	EP	Eric W Gross	$57.12	O
665-2026	10/22/2026	10/19/2026	EP	Paul J Hlabse	$299.05	O
666-2026	10/22/2026	10/19/2026	EP	William F Hoegler II	$669.81	O
667-2026	10/22/2026	10/19/2026	EP	John Lee Jacobson	$2,575.17	O
668-2026	10/22/2026	10/19/2026	EP	Pamela Jenkins	$311.49	O
669-2026	10/22/2026	10/19/2026	EP	Matthew J Moore	$2,651.48	O
670-2026	10/22/2026	10/19/2026	EP	John J Nicely	$298.19	O
671-2026	10/22/2026	10/19/2026	EP	Michael V Orf	$2,505.54	O
672-2026	10/22/2026	10/19/2026	EP	John H Roskos	$1,691.70	O
673-2026	10/22/2026	10/19/2026	EP	Rebecca Shimko	$298.19	O
674-2026	10/22/2026	10/19/2026	EP	Daniel T Shook	$2,498.52	O
675-2026	10/22/2026	10/19/2026	EP	Nathanial D.L. Stone	$2,056.30	O
678-2026	10/22/2026	10/19/2026	EW	Federal Tax Payee	$4,880.06	O

Payment Listing

10/2/2026 to 11/5/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
679-2026	10/22/2026	10/19/2026	EW	RITA Municipal Income Tax	$1,330.96	O
680-2026	10/22/2026	10/19/2026	EW	State Tax Payee	$1,688.38	O
681-2026	10/22/2026	10/19/2026	EW	ODJFS	$314.46	O
682-2026	10/13/2026	10/19/2026	EW	DELTA DENTAL	$8.60	O
683-2026	10/13/2026	10/19/2026	CH	DELTA DENTAL	$69.12	O
684-2026	10/19/2026	10/19/2026	CH	CHRISTIAN GRAY	$50.00	O
685-2026	10/19/2026	10/19/2026	CH	Daniel Shook	$50.00	O
686-2026	10/20/2026	10/20/2026	CH	VISA	$1,786.92	O
687-2026	10/20/2026	10/20/2026	CH	PERRY JEDD	$17,152.78	O
688-2026	10/20/2026	10/20/2026	CH	CO-OPS FOR THE STATE OF OHIO	$70.66	O
689-2026	10/21/2026	10/21/2026	CH	Monarch Sani Services	$234.00	O
690-2026	10/13/2026	10/21/2026	CH	AT&T MOBILITY	$202.86	O
691-2026	10/15/2026	10/21/2026	CH	THE ILLUMINATING COMPANY	$127.73	O
692-2026	10/20/2026	10/21/2026	CH	CHARTER COMMUNICATIONS	$139.99	O
693-2026	10/26/2026	10/26/2026	CH	CO-OPS FOR THE STATE OF OHIO	$75.80	O
695-2026	10/15/2026	10/26/2026	CH	D.B. Bentley Inc	$15,095.49	O
696-2026	10/26/2026	10/27/2026	CH	CHARTER COMMUNICATIONS	$45.08	O
697-2026	10/27/2026	10/27/2026	CH	JP WRIGHT	$375.00	O
698-2026	10/27/2026	10/27/2026	EW	Ohio Police & Fire Pension Fund	$11,828.71	O
699-2026	11/05/2026	11/02/2026	EP	Malcolm Battiato	$2,409.55	O
700-2026	11/05/2026	11/02/2026	EP	Mario D Bertone	$68.76	O
701-2026	11/05/2026	11/02/2026	EP	Michael J. Collins	$2,123.26	O
702-2026	11/05/2026	11/02/2026	EP	Sebrina M Gama	$976.36	O
703-2026	11/05/2026	11/02/2026	EP	William F Hoegler II	$707.29	O
704-2026	11/05/2026	11/02/2026	EP	Dale E Homerick	$91.97	O
705-2026	11/05/2026	11/02/2026	EP	John Lee Jacobson	$2,271.91	O
706-2026	11/05/2026	11/02/2026	EP	Matthew J Moore	$2,310.22	O
707-2026	11/05/2026	11/02/2026	EP	Michael V Orf	$2,086.62	O
708-2026	11/05/2026	11/02/2026	EP	John H Roskos	$1,691.70	O
709-2026	11/05/2026	11/02/2026	EP	Daniel T Shook	$2,498.52	O
710-2026	11/05/2026	11/02/2026	EP	Nathanial D.L. Stone	$2,056.30	O
711-2026	11/05/2026	11/02/2026	EP	Daniel L Wyatt	$450.23	O
712-2026	11/05/2026	11/02/2026	EP	Edward Zigman	$45.82	O
715-2026	11/05/2026	11/02/2026	EW	Federal Tax Payee	$4,068.38	O
716-2026	11/05/2026	11/02/2026	EW	ODJFS	$314.46	O
717-2026	11/02/2026	11/02/2026	EW	Village of Perry	$804.42	O
718-2026	11/02/2026	11/02/2026	CH	SummaCare (Apex Benefits)	$8,505.30	O
719-2026	11/02/2026	11/02/2026	EW	VSP	$5.58	O
720-2026	11/02/2026	11/02/2026	CH	VSP	$49.70	O
721-2026	11/05/2026	11/02/2026	EW	Ohio Public Employees Retirement System	$7,455.71	O
722-2026	11/05/2026	11/02/2026	EW	Ohio Police & Fire Pension Fund	$19,406.75	O
723-2026	11/02/2026	11/02/2026	CH	CHARTER COMMUNICATIONS	$113.52	O
724-2026	11/03/2026	11/03/2026	CH	VISUAL ARMOR SECURITY	$97.00	O
725-2026	11/02/2026	11/03/2026	CH	THE ILLUMINATING COMPANY	$4,119.44	O
726-2026	11/04/2026	11/04/2026	CH	THE ILLUMINATING COMPANY	$384.15	O
727-2026	11/04/2026	11/04/2026	CH	THE ILLUMINATING COMPANY	$137.42	O

Payment Listing

10/2/2026 to 11/5/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
728-2026	11/04/2026	11/04/2026	CH	CHRISTIAN GRAY	$50.00	O
729-2026	11/04/2026	11/04/2026	CH	Daniel Shook	$50.00	O
28668	10/02/2026	10/02/2026	AW	Leppo Rents	$49.49	O
28669	10/02/2026	10/02/2026	AW	MORTON SALT	$9,281.56	O
28670	10/02/2026	10/02/2026	AW	AXON ENTERPRISE, INC.	$4,980.56	O
28671	10/08/2026	10/05/2026	PR	Charles Eisenhart II	$597.50	O
28672	10/08/2026	10/05/2026	PR	Pasquale Giannell	$322.14	O
28673	10/07/2026	10/07/2026	AW	D.B. Bentley Inc	$10,232.51	O
28674	10/07/2026	10/07/2026	AW	Lake County Telecommunications	$1,375.59	O
28675	10/07/2026	10/07/2026	AW	ARCAROS AUTO CLINIC AND DETAILING	$1,679.70	O
28676	10/07/2026	10/07/2026	AW	E. Dake Ltd	$612.00	O
28677	10/07/2026	10/07/2026	AW	Metropolitan Veterinary Hospital	$10,271.68	O
28678	10/07/2026	10/07/2026	AW	O'REILLY AUTO PARTS	$15.48	O
28679	10/07/2026	10/07/2026	AW	Lake County Information Technology	$658.75	O
28680	10/07/2026	10/07/2026	AW	Perry Local Schools	$4,087.90	O
28681	10/08/2026	10/08/2026	AW	STEFANIK IOSUE & ASSOCIATES LLC	$1,705.00	O
28682	10/08/2026	10/08/2026	AW	Hotsy Equipment Company	$11,420.06	O
28683	10/22/2026	10/19/2026	PR	Charles Eisenhart II	$576.51	O
28684	10/22/2026	10/19/2026	PR	Pasquale Giannell	$152.91	O
28685	10/20/2026	10/20/2026	AW	Cleveland Freightliner Inc.	$111,121.00	O
28686	10/20/2026	10/20/2026	AW	Spradlin Services Co.	$50.00	O
28687	10/20/2026	10/20/2026	AW	MICHAEL COLLINS	$125.00	O
28688	10/20/2026	10/20/2026	AW	AXON ENTERPRISE, INC.	$3,068.58	O
28689	10/20/2026	10/20/2026	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	$30.00	O
28690	10/20/2026	10/20/2026	AW	ATWELL'S POLICE & FIRE EQUIPMENT	$45.00	O
28691	10/20/2026	10/20/2026	AW	The Hose Shack LLC	$251.24	O
28692	10/20/2026	10/20/2026	AW	AVALON GLAVIS PEST CONTROL	$63.00	O
28693	10/20/2026	10/20/2026	AW	Madison Ace Hardware	$49.92	O
28694	10/20/2026	10/20/2026	AW	CSJ TECHNOLOGIES	$161.50	O
28695	10/20/2026	10/20/2026	AW	King's Towing	$125.00	O
28696	10/20/2026	10/20/2026	AW	HEMLY TOOL SUPPLY INC.	$391.88	O
28697	10/22/2026	10/22/2026	AW	Lake County Stormwater Management	$3,951.02	O
28698	10/22/2026	10/22/2026	AW	ESC of the Western Reserve	$105.00	O
28699	10/26/2026	10/26/2026	AW	Gene Ptackek & Son Fire Equipment	$216.00	O
28700	10/26/2026	10/26/2026	AW	ARCAROS AUTO CLINIC AND DETAILING	$385.75	O
28701	10/26/2026	10/26/2026	AW	Curtis Curd	$137.44	O
28702	10/26/2026	10/26/2026	AW	TruBlue of the Western Reserve	$2,133.00	O
28703	10/26/2026	10/26/2026	AW	SBJ Consulting, LLC	$2,900.00	O
28704	10/27/2026	10/27/2026	AW	SBJ Consulting, LLC	$1,400.00	O
28705	10/29/2026	10/29/2026	AW	Golden West Industrial Supply	$748.92	O
28706	10/30/2026	10/30/2026	AW	D.B. Bentley Inc	$81,678.76	O
28707	11/05/2026	11/02/2026	PR	Charles Eisenhart II	$524.04	O
28708	11/05/2026	11/02/2026	PR	Pasquale Giannell	$76.45	O
28709	11/03/2026	11/03/2026	AW	STEFANIK IOSUE & ASSOCIATES LLC	$968.75	O
28710	11/03/2026	11/03/2026	AW	Text My Gov, Inc.	$2,500.00	O
28711	11/03/2026	11/03/2026	AW	OHIO MUNICIPAL LEAGUE (OML)	$653.00	O

Payment Listing

10/2/2026 to 11/5/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
28712	11/05/2026	11/05/2026	AW	Traffic Logix Corporation	$4,141.00	V
28712	11/05/2026	11/05/2026	AW	Traffic Logix Corporation	-$4,141.00	V
28713	11/05/2026	11/05/2026	AW	Traffic Logix Corporation	$4,141.00	O
				Total Payments:	$458,286.72	
				Total Conversion Vouchers:	$0.00	
				Total Less Conversion Vouchers:	$458,286.72	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Resolutions and Ordinances with Attachments-
Some Exhibits not Completed

RESOLUTION NO. 45-2026

A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF PERRY, OHIO, TO TRANSFER TWELVE THOUSAND THREE HUNDRED TWELVE DOLLARS AND FIFTY CENTS ($12,312.50) FROM THE GENERAL FUND (1000) TO THE DEBT SERVICE FUND (3101) AND DECLARING AN EMERGENCY

WHEREAS, the Village of Perry, Ohio, wishes to continue to provide for the fair and timely payment of the debts and obligations of the Village; and

WHEREAS, Council has been advised that it has been recommended that said transfer be completed to provide for same; and,

WHEREAS, Council finds it in the best interests of the residents of the Village to provide for said transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, STATE OF OHIO:

Section 1. That the Fiscal Officer of the Village is hereby authorized and directed to transfer, on or before the 31st day of December, 2026, the sum of Twelve Thousand Three Hundred Twelve and 50/100 Dollars ($12,312.50) from the Village's General Fund (1000) to the Village's Debt Service Fund (3101).

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to insure the proper administration of Village financial affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 46-2026

A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF PERRY, OHIO, TO TRANSFER FIVE THOUSAND DOLLARS ($5,000.00) FROM THE GENERAL FUND (1000) TO THE CENTER STREET RECONSTRUCTION FUND (3102) AND DECLARING AN EMERGENCY

WHEREAS, the Village of Perry, Ohio, wishes to continue to provide for the fair and timely payment of the debts and obligations of the Village; and

WHEREAS, Council has been advised that it has been recommended that said transfer be completed to provide for same; and,

WHEREAS, Council finds it in the best interests of the residents of the Village to provide for said transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, STATE OF OHIO:

Section 1. That the Fiscal Officer of the Village is hereby authorized and directed to transfer, on or before the 31st day of December, 2026, the sum of Five Thousand and 00/100 Dollars ($5,000.00) from the Village's General Fund (1000) to the Center Street Reconstruction Fund (3102).

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to insure the proper administration of Village financial affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION 47-2026

A RESOLUTION APPROVING THE PERMANENT APPROPRIATIONS FUNDS FOR THE VILLAGE OF PERRY, OHIO FOR THE YEAR 2027 AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that it is necessary at this time to appropriate money in all funds used by the Village of Perry, Ohio so that proper and necessary expenditures may be made; and

WHEREAS, Council has been further advised that said Permanent Appropriations for the Village's fiscal year 2027 shall not be effective until it has approved same; and

WHEREAS, Council finds it is to be in the best interests of the residents of the Village that such Appropriations be authorized and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, effective the 1st day of January 2027, the Permanent Appropriations for the fiscal year 2027 of the Village of Perry, Ohio [as are more specifically set forth in Exhibit A, a document that is attached hereto and made a part hereof], are hereby approved and authorized.

Section 2. That during the 2027 Fiscal Year, the Fiscal Officer is authorized to make transfers up to $5,000 within departments, excluding those between "Personnel" related line items and "Other Expense" line items.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and prudent administration of Village affairs. Said resolution is necessary for the immediate preservation of the public, peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

2027 APPROPRIATION- DRAFT
VILLAGE OF PERRY, LAKE COUNTY
***Expenses through 9/16/2026**

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Change	Notes
1000 GENERAL FUND							
POLICE DEPARTMENT							
1000-110-100-1010	Personal Services{Police Chief}	$150,500.00	$112,942.89	75.045%	$90,000.00	-$60,500.00	No wage changes currently proposed
1000-110-100-1020	Personal Services{Police - Hourly Full/Time}	$381,474.22	$214,544.86	56.241%	$371,725.00	-$9,749.22	No wage changes currently proposed
1000-110-100-1025	Personal Services{Police-Hourly Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-100-1027	Personal Services{Full/Time Training}	$5,000.00	$214.38	4.288%	$5,000.00	$0.00	
1000-110-100-1030	Personal Services{Police - Hourly Part/Time}	$110,459.00	$86,906.44	78.678%	$109,087.00	-$1,372.00	No wage changes currently proposed
1000-110-100-1035	Personal Services{Part/Time Training}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-100-1050	Personal Services{Police - SRO Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-211-1030	Ohio Public Employees Retirement System{Police - Hourly Par}	$15,500.00	$12,202.59	78.726%	$12,054.00	-$3,446.00	No wage changes currently proposed
1000-110-213-0000	Medicare	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-213-1010	Medicare{Police Chief}	$2,182.00	$1,631.51	74.771%	$1,305.00	-$877.00	No wage changes currently proposed
1000-110-213-1020	Medicare{Police - Hourly Full/Time}	$5,589.00	$3,253.54	58.213%	$5,391.00	-$198.00	No wage changes currently proposed
1000-110-213-1027	Medicare{Full/Time Training}	$72.50	$0.00	0.000%	$73.00	$0.50	
1000-110-213-1030	Medicare{Police - Hourly Part/Time}	$1,605.00	$1,264.47	78.783%	$1,582.00	-$23.00	No wage changes currently proposed
1000-110-215-1010	Ohio Police and Fire Pension Fund{Police Chief}	$17,275.00	$6,572.01	38.043%	$17,550.00	$275.00	No wage changes currently proposed
1000-110-215-1020	Ohio Police and Fire Pension Fund{Police - Hourly Full/Time}	$75,153.00	$41,011.30	54.570%	$72,487.00	-$2,666.00	No wage changes currently proposed
1000-110-215-1027	Ohio Police and Fire Pension Fund{Full/Time Training}	$975.00	$341.25	35.000%	$975.00	$0.00	
1000-110-215-1050	Ohio Police and Fire Pension Fund{Police - SRO Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-221-1010	Medical/Hospitalization{Police Chief}	$55,398.53	$9,048.40	16.333%	$0.00	-$55,398.53	
1000-110-221-1020	Medical/Hospitalization{Police - Hourly Full/Time}	$45,000.00	$15,116.12	33.591%	$50,000.00	$5,000.00	See SRO Fund
1000-110-223-1010	Dental Insurance{Police Chief}	$1,550.00	$236.49	15.257%	$0.00	-$1,550.00	
1000-110-223-1020	Dental Insurance{Police - Hourly Full/Time}	$1,112.00	$411.87	37.039%	$2,747.18	$1,635.18	Adjust by 3.20% in final version
1000-110-224-1010	Vision Insurance{Police Chief}	$378.00	$57.46	15.201%	$0.00	-$378.00	
1000-110-224-1020	Vision Insurance{Police - Hourly Full/Time}	$804.00	$79.93	9.942%	$1,182.00	$378.00	
1000-110-228-0000	Health Care Reimbursement	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-110-228-1020	Health Care Reimbursement{Police - Hourly Full/Time}	$20,000.00	$10,020.04	50.100%	$20,000.00	$0.00	
1000-110-270-0000	Uniforms and Clothing	$16,500.00	$1,982.50	12.015%	$6,500.00	-$10,000.00	*May need to adjust for body armor grants, etc
1000-110-300-0000	Contractual Services	$13,500.00	$3,697.00	27.385%	$13,500.00	$0.00	Includes Axon, Gene Ptacek, Aladtech and Lake County IT, RMS??
1000-110-321-3210	Telephone{Cell Phone}	$600.00	$275.00	45.833%	$600.00	$0.00	
1000-110-321-3220	Telephone{Dispatching/MTD's}	$51,250.00	$34,472.70	67.264%	$64,250.00	$13,000.00	Contractual Increase; includes dispatch, backbone, Firstnet
1000-110-348-0000	Training Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Moved to Fund 2908 in 2026
1000-110-348-1010	Training Services{Police Chief}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Moved to Fund 2908 in 2026
1000-110-348-3485	Training Services{Range Usage}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Moved to Fund 2908 in 2026
1000-110-349-0000	Other - Professional and Technical Services	$9,500.00	$1,615.00	17.000%	$3,600.00	-$5,900.00	
1000-110-391-0000	Dues and Fees	$1,000.00	$465.00	46.500%	$1,000.00	$0.00	
1000-110-420-0000	Operating Supplies and Materials	$1,500.00	$650.20	43.347%	$1,500.00	$0.00	
1000-110-433-0000	Repairs and Maintenance of Motor Vehicles	$12,000.00	$6,998.03	58.317%	$12,000.00	$0.00	
1000-110-433-0100	Repairs and Maintenance of Motor Vehicles{Fuel & Oil}	$14,000.00	$8,377.26	59.838%	$14,000.00	$0.00	
1000-110-440-0000	Small Tools and Minor Equipment	$4,000.00	$1,000.00	25.000%	$4,000.00	$0.00	
1000-110-540-0000	Machinery, Equipment and Furniture	$20,000.00	$11,534.17	57.671%	$12,000.00	-$8,000.00	Replacement of 2 Police Radios
1000-110-550-0000	Motor Vehicles	$73,000.00	$71,676.00	98.186%	$0.00	-$73,000.00	
MISCELLANEOUS							
1000-210-640-0000	Payment to Another Political Subdivision	$25,000.00	$24,890.00	99.560%	$18,000.00	-$7,000.00	LC Dept Health; refund proposed for 2027
1000-230-600-0000	"Other Assistance to Needy-Other"	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Indigent Burial Line-item
PARKS DEPARTMENT							
1000-310-311-0000	Electricity	$1,500.00	$715.68	47.712%	$1,650.00	$150.00	
1000-310-312-0000	Water and Sewage	$3,000.00	$2,037.54	67.918%	$3,300.00	$300.00	
1000-310-390-0000	Other Contractual Services	$5,000.00	$900.00	18.000%	$5,000.00	$0.00	
1000-310-398-0000	Garbage and Trash Removal	$1,500.00	$762.91	50.861%	$1,500.00	$0.00	
1000-310-420-0000	Operating Supplies and Materials	$3,000.00	$216.58	7.219%	$3,000.00	$0.00	
1000-310-420-3000	Operating Supplies and Materials{Parks Committee}	$850.00	$423.10	49.776%	$850.00	$0.00	Committee Events
1000-310-510-0000	Land and Land Improvements	$7,000.00	$2,565.39	36.648%	$7,000.00	$0.00	Gravel replacement at Park and Playground Mulch; still needed
1000-310-510-3000	Land and Land Improvements{Parks Committee}	$1,150.00	$57.77	5.023%	$1,150.00	$0.00	Meadow signs, garden supplies, reseeding, etc

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
1000-310-530-0000	Buildings and Other Structures	$15,000.00	$9.97	0.066%	$7,500.00	-$7,500.00	Pavilion Roof Repairs; awaiting quotes
1000-310-530-7160	Buildings and Other Structures {Pickleball}	$87,000.00	$73,311.73	84.266%	$5,000.00	-$82,000.00	Maintenance of Pickleball Courts
1000-310-640-0000	Payment to Another Political Subdivision	$5,000.00	$5,000.00	100.000%	$5,000.00	$0.00	
ZONING DEPARTMENT							
1000-410-100-0000	Personal Services	$19,800.00	$13,350.00	67.424%	$19,800.00	$0.00	No wage changes currently proposed
1000-410-211-0000	Ohio Public Employees Retirement System	$2,772.00	$2,058.00	74.242%	$2,772.00	$0.00	No wage changes currently proposed
1000-410-213-0000	Medicare	$288.00	$191.44	66.472%	$288.00	$0.00	No wage changes currently proposed
1000-410-252-0000	Travel and Transportation	$600.00	$450.00	75.000%	$600.00	$0.00	
1000-410-322-0000	Postage	$300.00	$7.41	2.470%	$500.00	$200.00	
1000-410-325-0000	Advertising	$500.00	$195.25	39.050%	$500.00	$0.00	for Public Notices
1000-410-346-0000	Engineering Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-410-349-0000	Other - Professional and Technical Services	$1,500.00	$0.00	0.000%	$1,500.00	$0.00	
ROAD DEPARTMENT							
1000-620-100-6210	Personal Services{Road Full/Time}	$12,603.20	$12,659.73	100.449%	$0.00	-$12,603.20	No wage changes currently proposed
1000-620-100-6220	Personal Services{Road Part/Time}	$86,399.80	$66,198.79	76.619%	$105,050.00	$18,650.20	No wage changes currently proposed; Street Commissioner?
1000-620-211-6210	Ohio Public Employees Retirement System{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-211-6220	Ohio Public Employees Retirement System{Road Part/Time}	$12,181.00	$9,209.41	75.605%	$14,707.00	$2,526.00	No wage changes currently proposed
1000-620-213-6210	Medicare{Road Full/Time}	$182.74	$182.74	100.000%	$0.00	-$182.74	No wage changes currently proposed
1000-620-213-6220	Medicare{Road Part/Time}	$1,253.26	$963.15	76.852%	$1,524.00	$270.74	No wage changes currently proposed
1000-620-215-6210	Ohio Police and Fire Pension Fund{Road Full/Time}	$2,340.00	$449.99	19.230%	$0.00	-$2,340.00	No wage changes currently proposed
1000-620-221-6210	Medical/Hospitalization{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-223-6210	Dental Insurance{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-224-6210	Vision Insurance{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-270-0000	Uniforms and Clothing	$1,200.00	$0.00	0.000%	$1,200.00	$0.00	
1000-620-311-0000	Electricity	$2,000.00	$1,211.69	60.585%	$2,200.00	$200.00	Electricity rates up 10-15%
1000-620-312-0000	Water and Sewage	$2,000.00	$1,288.95	64.448%	$2,200.00	$200.00	
1000-620-313-0000	Natural Gas*	$2,500.00	$2,276.88	91.075%	$3,500.00	$1,000.00	
1000-620-321-6210	Telephone{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-348-0000	Training Services	$250.00	$0.00	0.000%	$250.00	$0.00	
1000-620-392-0000	Buildings and Other Structures	$4,000.00	$2,217.68	55.442%	$4,000.00	$0.00	
1000-620-399-0000	Other - Other Contractual Services	$1,000.00	$0.00	0.000%	$1,000.00	$0.00	
1000-620-420-0000	Operating Supplies and Materials	$5,000.00	$3,333.09	66.662%	$5,000.00	$0.00	
1000-620-420-0100	Operating Supplies and Materials{Fuel & Oil}	$7,000.00	$4,784.03	68.343%	$7,000.00	$0.00	YTD Includes prior year encumbrances
1000-620-432-0000	Repairs and Maintenance of Machinery & Equip	$19,000.00	$18,113.72	95.335%	$12,000.00	-$7,000.00	YTD Includes prior year encumbrances
1000-620-433-0000	Repairs and Maintenance of Motor Vehicles	$14,580.00	$16,204.43	111.141%	$12,000.00	-$2,580.00	
1000-620-440-0000	Small Tools and Minor Equipment	$2,500.00	$1,984.68	79.387%	$2,500.00	$0.00	
1000-620-550-0000	Motor Vehicles	$270,000.00	$0.00	0.000%	$0.00	-$270,000.00	
1000-620-555-0000	Streets, Highways, Sidewalks and Curbs	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-620-600-0000	Other	$420.00	$420.00		$500.00		
1000-630-420-0000	Operating Supplies and Materials	$45,000.00	$17,353.97	38.564%	$45,000.00	$0.00	Salt at $61.10/ton, includes school salt
SEWERS							
1000-640-346-0000	Engineering Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-640-431-0000	Repairs and Maintenance of Buildings and Land	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
MAYOR'S OFFICE							
1000-710-131-0000	Salary- Administrator	$0.00	$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-161-0000	Salary - Mayor	$13,000.00	$8,774.98	67.500%	$13,000.00	$0.00	
1000-710-162-0000	Salaries- Mayor's Staff	$35,000.00	$7,305.35	20.872%	$45,000.00	$10,000.00	Same wage; includes funds for part-time document scanner/assist.
1000-710-211-0000	Ohio Public Employees Retirement System	$6,800.00	$1,725.22	25.371%	$8,120.00	$1,320.00	Same wage; includes funds for part-time document scanner/assist.
1000-710-213-0000	Medicare	$698.00	$177.89	25.486%	$841.00	$143.00	Same wage; includes funds for part-time document scanner/assist.
1000-710-221-0000	Medical/Hospitalization	$0.00	$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-223-0000	Vision Insurance	$0.00	$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-224-0000	Dental Insurance	$0.00	$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-252-0000	Travel and Transportation	$700.00	$256.90	36.700%	$700.00	$0.00	
1000-710-252-7101	Travel and Transportation{Luncheon Meetings}	$1,500.00	$0.00	0.000%	$1,500.00	$0.00	
1000-710-270-0000	Uniforms and Clothing	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-710-348-0000	Training Services	$1,500.00	$275.00	18.333%	$1,500.00	$0.00	

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
1000-710-391-0000	Dues and Fees	$100.00	$0.00	0.000%	$100.00	$0.00	
COUNCIL BUDGET							
1000-715-111-0000	Salaries - Council	$26,100.00	$15,691.20	60.120%	$26,100.00	$0.00	
1000-715-211-0000	Ohio Public Employees Retirement System	$3,393.60	$2,661.10	78.415%	$3,393.60	$0.00	
1000-715-212-0000	Social Security	$260.40	$173.60		$261.00		
1000-715-213-0000	Medicare	$379.00	$279.79	73.823%	$379.00	$0.00	
1000-715-252-0000	Travel and Transportation	$3,000.00	$282.96	9.432%	$3,000.00	$0.00	
1000-715-329-0000	Other-Communications, Printing & Advertising	$7,500.00	$6,549.00	87.320%	$5,000.00	-$2,500.00	TextMyGov
1000-715-348-0000	Training Services	$1,000.00	$800.00	80.000%	$1,000.00	$0.00	
1000-715-391-0000	Dues and Fees	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-715-399-0000	Other - Other Contractual Services	$35,000.00	$23,597.74	67.422%	$35,000.00	$0.00	General engineering fees, Ordinance/Code Updates
1000-715-399-7152	Other - Other Contractual Services{Website}	$1,000.00	$0.00	0.000%	$1,000.00	$0.00	
1000-715-410-0000	Office Supplies and Materials	$1,000.00	$721.79	72.179%	$1,500.00	$500.00	
1000-715-420-7150	Operating Supplies and Materials{Events & Strategic Plannin}	$6,500.00	$3,091.49	47.561%	$6,500.00	$0.00	
FISCAL OFFICER							
1000-725-121-0000	Salary - Clerk/Treasurer	$56,810.00	$39,871.24	70.183%	$56,810.00	$0.00	No wage changes currently proposed
1000-725-211-0000	Ohio Public Employees Retirement System	$7,954.00	$5,580.47	70.159%	$7,954.00	$0.00	No wage changes currently proposed
1000-725-213-0000	Medicare	$824.00	$666.33	80.865%	$824.00	$0.00	No wage changes currently proposed
1000-725-221-0000	Medical/Hospitalization	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-725-223-0000	Dental Insurance	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-725-224-0000	Vision Insurance	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-725-228-0000	Health Care Reimbursement	$8,500.00	$5,967.26	70.203%	$8,500.00	$0.00	
1000-725-229-0000	Other - Insurance Benefits	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-725-252-0000	Travel and Transportation	$3,000.00	$300.00	10.000%	$3,000.00	$0.00	
1000-725-322-0000	Postage	$600.00	$384.53	64.088%	$600.00	$0.00	
1000-725-348-0000	Training Services	$3,000.00	$130.00	4.333%	$3,000.00	$0.00	
1000-725-354-0000	Fidelity Bond Premiums	$250.00	$0.00	0.000%	$250.00	$0.00	
1000-725-391-0000	Dues and Fees	$1,500.00	$991.00	66.067%	$1,500.00	$0.00	
1000-725-399-0000	Other - Other Contractual Services	$0.00	$0.00	#DIV/0!	$5,000.00	$5,000.00	Possible Document Management Software
1000-725-410-0000	Office Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
VILLAGE HALL							
1000-730-311-0000	Electricity	$5,000.00	$3,839.31	76.786%	$5,500.00	$500.00	Electricity rates up 10-15%
1000-730-312-0000	Water and Sewage	$1,000.00	$583.71	58.371%	$1,000.00	$0.00	
1000-730-313-0000	Natural Gas*	$3,000.00	$2,180.89	72.696%	$3,150.00	$150.00	
1000-730-319-0000	Other - Utilities	$4,000.00	$1,119.92	27.998%	$4,000.00	$0.00	
1000-730-352-0000	Property Insurance Premiums	$20,000.00	$18,797.00	93.985%	$21,000.00	$1,000.00	*Need updated quote on Champion House
1000-730-353-0000	Liability Insurance Premiums	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-730-399-0000	Other - Other Contractual Services	$20,000.00	$10,402.39	52.012%	$17,500.00	-$2,500.00	
1000-730-410-0000	Office Supplies and Materials	$2,500.00	$911.42	36.457%	$3,000.00	$500.00	
1000-730-420-0000	Operating Supplies and Materials	$3,000.00	$821.61	27.387%	$3,000.00	$0.00	
1000-730-530-0000	Buildings and Other Structures	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
MISCELLANEOUS							
1000-740-344-0000	Tax Collection Fees	$5,800.00	$5,041.35	86.920%	$5,800.00	$0.00	
1000-745-342-0000	Auditing Services	$2,500.00	$168.00	6.720%	$10,000.00	$7,500.00	2025-2026 Audit
1000-745-343-0000	Uniform Accounting Network Fees	$4,000.00	$2,844.00	71.100%	$4,500.00	$500.00	
LEGAL							
1000-750-141-0000	Salary - Legal Counsel	$33,000.00	$19,846.78	60.142%	$45,000.00	$12,000.00	
1000-750-211-0000	Ohio Public Employees Retirement System	$4,620.00	$3,093.55	66.960%	$6,300.00	$1,680.00	
1000-750-213-0000	Medicare	$479.00	$284.15	59.322%	$653.00	$174.00	
1000-750-325-0000	Advertising	$2,500.00	$2,350.12	94.005%	$2,500.00	$0.00	Bid postings, various public notices, etc
1000-750-341-0000	Accounting and Legal Fees	$67,500.00	$40,512.39	60.018%	$30,000.00	-$37,500.00	Specialized Counsel
MISCELLANEOUS							
1000-765-344-7510	Tax Collection Fees{Rita Income Tax Retainer}	$68,278.22	$53,351.40	78.138%	$45,000.00	-$23,278.22	
1000-790-225-0000	Workers' Compensation	$12,000.00	$3,350.00	27.917%	$12,000.00	$0.00	
1000-790-600-0000	Other- Other	$3,500.00	$0.00	0.000%	$4,000.00	$500.00	Past IRS Tax Issues
CAPITAL IMPROVEMENTS- OTHER							
1000-800-510-0000	Land and Land Improvements	$11,100.00	$3,701.47	33.347%	$12,000.00	$900.00	for landscape improvements
1000-800-520-0000	Equipment	$25,000.00	$1,475.55	5.902%	$30,000.00	$5,000.00	Card access system; equipment for digitization project
1000-800-530-0000	Buildings and Other Structures	$31,400.00	$9,265.40	29.508%	$30,000.00	-$1,400.00	Village Hall Windows/Repairs?; NOPEC funds available

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
1000-800-550-0000	Motor Vehicles	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-800-555-0000	Streets, Highways, Sidewalks and Curbs	$35,000.00	$3,694.90	10.557%	$20,000.00	-$15,000.00	Sidewalk replacement; see street lighting fund also
1000-800-555-8621	Streets, Highways, Sidewalks and Curbs {Center Road}	$354,000.00	$338,019.58	95.486%	$0.00	-$354,000.00	
OTHER FINANCING USES/TRANSFERS ETC							
1000-910-910-0000	Transfers - Out	$25,000.00	$0.00	0.000%	$40,000.00	$15,000.00	OPWC Loan Proceeds- Required TX
1000-920-920-0000	Advances - Out	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000-930-930-0000	Contingencies	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
1000 GENERAL FUND	**TOTAL APPROPRIATIONS**	**$2,750,093.47**	**$1,596,503.84**	**58.05%**	**$1,795,884.78**	**-$954,208.69**	
2011 SCMR (STREET FUND)							
2011-620-100-6210	Personal Services{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-211-6210	Ohio Public Employees Retirement System{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-213-6210	Medicare{Road Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-346-0000	Engineering Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-346-8622	Engineering Services {Green Street}	$35,000.00	$1,647.82	4.708%	$35,000.00	$0.00	Construction Admin Portion
2011-620-396-0000	Streets, Highways, Curbs and Sidewalks	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-420-0000	Operating Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-431-0000	Repairs and Maintenance of Buildings and Land	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-555-0000	Streets, Highways, Sidewalks and Curbs	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011-620-555-8622	Streets, Highways, Sidewalks and Curbs {Green Street}	$349,200.00	$0.00	0.000%	$349,200.00	$0.00	Project delayed until 2027 due to asphalt prices
2011-620-555-8623	Streets, Highways, Sidewalks and Curbs {Maple Street}	$0.00	$0.00	#DIV/0!	$113,400.00	$113,400.00	Project slated for 2027
2011-630-420-0000	Operating Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2011 SCMR	**TOTAL APPROPRIATIONS**	**$384,200.00**	**$1,647.82**		**$497,600.00**		
2041 PARKS AND RECREATION							
2041-310-420-0000	Operating Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2041 PARKS AND RECREATION	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**	**$0.00**	
2081 DRUG LAW ENFORCEMENT							
2081-110-399-0000	Other - Other Contractual Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2081-110-400-0000	Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2081 DRUG LAW ENFORCEMENT	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**		
2151 CORONAVIRUS RELIEF FUND	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**		
2152 AMERICAN RESCUE PLAN FUND	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**		
2271 ENFORCEMENT AND EDUCATION							
2271-110-100-0000	Personal Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271-110-215-0000	Ohio Police and Fire Pension Fund	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271-110-348-0000	Training Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271-110-390-0000	Other Contractual Services	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271-110-410-0000	Office Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271-110-420-0000	Operating Supplies and Materials	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2271 ENFORCEMENT AND EDUCATION	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**	**$0.00**	

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
2272 ONEOHIO OPIOID SETTLEMENT							
	2272 "Other Expenses"	$6,138.25			$1,500.00		
2272 ONEOHIO OPIOID SETTLEMENT	**TOTAL APPROPRIATIONS**	$6,138.25	$5,565.12	90.663%	**$1,500.00**		
2902 STREET LIGHTING							
2902-130-311-0000	Electricity	$52,950.00	$35,311.86	66.689%	$53,000.00	$50.00	
2902-130-344-0000	Tax Collection Fees	$2,550.00	$2,547.95	99.920%	$2,750.00	$200.00	
2902-130-390-0000	Other Contractual Services	$23,925.61	$0.00	0.000%	$30,000.00	$6,074.39	
2902-130-690-0000	Other- Other	$0.00	$0.00	#DIV/0!	$0.00		
2902 STREET LIGHTING	**TOTAL APPROPRIATIONS**	**$79,425.61**	**$37,859.81**	**47.67%**	**$85,750.00**	**$6,324.39**	
2903 CANINE							
2903-110-100-0000	Personal Services	$6,100.00	$3,918.81	64.243%	$6,870.00	$770.00	
2903-110-213-0000	Medicare	$90.00	$57.45	63.833%	$100.00	$10.00	
2903-110-215-0000	Ohio Police and Fire Pension Fund	$1,190.00	$721.31	60.614%	$1,340.00	$150.00	
2903-110-300-0000	Contractual Services	$14,119.73	$3,708.83	26.267%	$2,500.00	-$11,619.73	
2903-110-400-0000	Supplies and Materials	$80.27	$0.00	0.000%	$200.00	$119.73	
2903 CANINE	**TOTAL APPROPRIATIONS**	**$21,580.00**	**$8,406.40**	**38.95%**	**$11,010.00**	**-$10,570.00**	
2904 SCHOOL RESOURCE OFFICER (SRO)							
2904-110-100-1050	Personal Services{Police - SRO Full/Time}	$106,000.00	$60,992.83	57.540%	$106,000.00	$0.00	
2904-110-100-1060	Personal Services{Police - SRO Part/Time}*	$15,000.00	$2,941.03	19.607%	$15,000.00	$0.00	*For fill-in staffing when necessary
2904-110-211-1060	Ohio Public Employees Retirement System{Police - SRO Part/T}	$2,100.00	$401.34	19.111%	$2,100.00	$0.00	
2904-110-213-0000	Medicare	$85.00	$69.70	82.000%	$0.00	-$85.00	
2904-110-213-1050	Medicare{Police - SRO Full/Time}	$1,455.00	$888.56	61.069%	$1,540.00	$85.00	
2904-110-213-1060	Medicare{Police - SRO Part/Time}	$218.00	$42.93	19.693%	$218.00	$0.00	
2904-110-215-0000	Ohio Police and Fire Pension Fund	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2904-110-215-1050	Ohio Police and Fire Pension Fund{Police - SRO Full/Time}	$20,670.00	$11,858.34	57.370%	$20,670.00	$0.00	
2904-110-221-1050	Medical/Hospitalization{Police - SRO Full/Time}	$36,000.00	$17,372.27	48.256%	$38,160.00	$2,160.00	6% increase? 9/27
2904-110-223-1050	Dental Insurance{Police - SRO Full/Time}	$300.00	$158.25	52.750%	$300.00	$0.00	
2904-110-224-1050	Vision Insurance{Police - SRO Full/Time}	$100.00	$40.20	40.200%	$100.00	$0.00	
2904-110-228-0000	Health Care Reimbursement	$5,800.00	$4,281.57	73.820%	$6,200.00	$400.00	
2904-110-270-1050	Uniforms and Clothing{Police - SRO Full/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2904-110-270-1060	Uniforms and Clothing{Police - SRO Part/Time}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2904-110-348-0000	Training Services	$2,000.00	$110.00	5.500%	$2,000.00	$0.00	
2904-110-420-0100	Operating Supplies and Materials{Fuel & Oil}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2904-920-920-0000	Advances - Out	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
2904 SCHOOL RESOURCE OFFICER (SRO)	**TOTAL APPROPRIATIONS**	**$189,728.00**	**$99,157.02**	**52.26%**	**$192,288.00**	**$2,560.00**	
2905 SEVERANCE PAY	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**	**$0.00**	
2906 PUBLIC RIGHT OF WAY	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**	**$0.00**	
2907 PROPERTY MAINTENANCE							Maybe for new guns and computers for cruisers? This Fund may be used for the "General Welfare" $10,000 may be allocated in FY 2026; if not, $25,000 in FY 2027?
2907-110-399-0000	Other - Other Contractual Services	$0.00	$0.00	#DIV/0!	$15,000.00	$15,000.00	
2907-110-420-0000	Operating Supplies and Materials	$0.00	$0.00	#DIV/0!	$12,000.00	$12,000.00	
2907-715-400-0000	Supplies and Materials	$7,000.00	$7,000.00	100.000%	$0.00	-$7,000.00	
2907-730-390-0000	Other Contractual Services	$25,000.00	$189.35	0.757%	$0.00	-$25,000.00	
2907 PROPERTY MAINTENANCE	**TOTAL APPROPRIATIONS**	**$32,000.00**	**$7,189.35**	**100.76%**	**$27,000.00**	**-$5,000.00**	
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING							Training moved from General Fund
2908-110-100-1027	Personal Services (Full/Time)	$2,380.00	$529.58	22.251%	$2,380.00	$0.00	
2908-110-100-1035	Personal Services (Part/Time)	$1,000.00	$125.49	12.549%	$1,000.00	$0.00	

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
2908-110-211-1035	Ohio Public Employees Retirement System{Part/Time Training}	$140.00	$0.00	0.000%	$140.00	$0.00	
2908-110-213-2000	Medicare	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Replaced by "1027" and "1035" Medicare
2908-110-213-1027	Medicare{Full/Time Training}	$35.00	$9.59	27.400%	$35.00	$0.00	Created to match salary code
2908-110-213-1035	Medicare{Part/Time Training}	$15.00	$2.13	14.200%	$15.00	$0.00	Created to match salary code
2908-110-215-1027	Ohio Police and Fire Pension Fund{Full/Time Training}	$462.18	$0.00	0.000%	$462.18	$0.00	
2908-110-348-0000	Training Services	$2,000.00	$395.00	19.750%	$2,000.00	$0.00	
2908-110-348-1010	Training Services{Chief}	$2,000.00	$127.88	6.394%	$2,000.00	$0.00	
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING	**TOTAL APPROPRIATIONS**	**$8,032.18**	**$1,189.67**	14.811%	**$8,032.18**	**$0.00**	
3101 DEBT SERVICE*	***Funds to be transferred from General Fund 1000**	**$12,312.50**					
3101-850-710-0000	Principal	$12,312.50	$12,312.50	100.000%	$12,312.50	$0.00	WILL NEED TO ADD CENTER RD DRAINAGE LOAN TO THIS
3101-850-720-0000	Interest	$0.00	$0.00	#DIV/0!	$0.00	$0.00	Funds already available in General Fund for this purpose
3101 DEBT SERVICE	**TOTAL APPROPRIATIONS**	**$12,312.50**	**$12,312.50**	**100.00%**	**$12,312.50**	**$0.00**	
3102 CENTER STREET RECONSTRUCTION							
3102-850-710-0000	Principal	$5,000.00	$5,000.00	100.000%	$5,000.00	$0.00	
3102-850-720-0000	Interest	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
3102 CENTER STREET RECONSTRUCTION	**TOTAL APPROPRIATIONS**	**$5,000.00**	**$5,000.00**	**100.00%**	**$5,000.00**	**$0.00**	
3103 MANCHESTER ROAD							
3103-850-710-0000	Principal	$3,546.40	$3,546.40	100.000%	$3,546.40	$0.00	
3103 MANCHESTER ROAD	**TOTAL APPROPRIATIONS**	**$3,546.40**	**$3,546.40**	**100.00%**	**$3,546.40**	**$0.00**	
3104 PROPERTY PURCHASE							
3104-850-710-0000	Principal	$0.00	$0.00		$0.00	$0.00	
3104-850-720-0000	Interest	$0.00	$0.00		$0.00	$0.00	
3104 PROPERTY PURCHASE	**TOTAL APPROPRIATIONS**	**$0.00**			**$0.00**	**$0.00**	
3105 PERRY JEDD BOND							
3105-850-710-0000	Principal	$40,000.00	$40,000.00	100.000%	$45,400.00	$5,400.00	
3105-850-720-0000	Interest	$45,000.00	$44,906.40	99.792%	$43,400.00	-$1,600.00	
3105-850-780-0000	Issuance Costs	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
3105-850-790-0000	Other - Debt Service	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
3105 PERRY JEDD BOND	**TOTAL APPROPRIATIONS**	**$85,000.00**	**$84,906.40**	**99.89%**	**$88,800.00**	**$3,800.00**	
4901 CAPITAL PROJECTS							
4901-800-510-0000	Land and Land Improvements	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4901-800-530-0000	Buildings and Other Structures	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4901-800-540-0000	Machinery, Equipment and Furniture	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4901-800-555-8621	Streets, Highways, Sidewalks and Curbs {Center Road}	$150,000.00	$61,180.50	40.787%	$0.00	-$150,000.00	
4901-800-555-8622	Streets, Highways, Sidewalks and Curbs {Green Street}	$400,800.00	$0.00	0.000%	$400,800.00	$0.00	Memo Receipts, project delayed until 2027
4901-800-555-8623	Streets, Highways, Sidewalks and Curbs {Maple Street}	$0.00	$0.00	#DIV/0!	$169,400.00	$169,400.00	Memo Receipts, project scheduled 2027
4901-800-560-8622	Utility Distribution Systems {Green Street}	$1,100,000.00	$42,663.95	3.879%	$50,000.00	-$1,050,000.00	Project will likely be completed 2026; residual in case of final items
4901 CAPITAL PROJECTS	**TOTAL APPROPRIATIONS**	**$1,650,800.00**	**$103,844.45**	**6.29%**	**$620,200.00**	**-$1,030,600.00**	
4902 CAPITAL EQUIPMENT							
4902-800-520-8620	Equipment{Street - Capital}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4902-800-540-8110	Machinery, Equipment and Furniture{Police - Capital}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4902-800-550-8110	Motor Vehicles{Police - Capital}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4902-800-550-8620	Motor Vehicles{Street - Capital}	$0.00	$0.00	#DIV/0!	$0.00	$0.00	

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation		Notes
4902-910-910-0000	Transfers Out	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
4902 CAPITAL EQUIPMENT	**TOTAL APPROPRIATIONS**	**$0.00**	**$0.00**	**#DIV/0!**	**$0.00**	**$0.00**	
9201 PERRY JEDD {CUSTODIAL FUND}							
9201-882-600-7500	Other{Rita Income Tax}	$278,708.76	$278,708.76	100.000%	$0.00		Custodial Fund (no appropriation required) for JEDD Income Tax
9201-882-600-7510	Other{Rita Income Tax Retainer}	$9,415.31	$9,415.31	100.000%	$0.00		Custodial Fund (no appropriation required) for JEDD Income Tax
9201 PERRY JEDD {CUSTODIAL FUND}	**TOTAL APPROPRIATIONS**	$288,124.07	$288,124.07	100.00%	$0.00		
	TOTAL ALL FUNDS APPROPRIATIONS*	**$5,227,856.41**	**$1,967,128.78**	**37.63%**	**$3,350,423.86**	**-$1,877,432.55**	

BUDGET NOTES		
GENERAL FUND OPERATING EXPENSES	$1,679,384.78	
GENERAL FUND CAPITAL/EQUIPMENT EXPENSES	$116,500.00	
POLICE PERSONNEL EXPENSE CHANGE	-$128,869.07	
POLICE OTHER EXPENSE CHANGE	-$83,900.00	
ROAD DEPARTMENT PERSONNEL EXPENSE CHANGE	$6,321.00	
ROAD DEPARTMENT OTHER EXPENSE CHANGE	-$278,100.00	
ADMIN PERSONNEL EXPENSE CHANGE**	$25,317.00	See Legal Dept Line
ADMIN OTHER EXPENSE CHANGE**	-$34,300.00	
**Mayor, Council, Zoning, Solicitor, Fiscal Officer Dept		
Includes retainer for additional legal services.		

VILLAGE OF PERRY
RESOLUTION NO. 49-2026

A RESOLUTION APPROVING THE CONTINUED EMPLOYMENT OF JOHN H. ROSKOS AS CHIEF FISCAL OFFICER AND CLERK OF THE VILLAGE OF PERRY, OHIO, DETERMINING COMPENSATION AND DECLARING AN EMERGENCY

WHEREAS, Council, to ensure the proper administration of Village affairs, deems it necessary to retain a Chief Fiscal Officer and Clerk regarding the same; and,

WHEREAS, Council has been advised that it should approve the appointment of John H. Roskos to the position of Chief Fiscal Officer and Clerk of the Village for the period of January 1, 2027, through December 31, 2027; and

WHEREAS, The Mayor has recommended the appointment, and Council has been further advised that Mr. Roskos has the knowledge, skill, experience and professionalism that, together with his sincere personal concern for the well-being of the residents of our Village, is necessary to insure the appropriate administration of the Village's fiscal, clerical, and administrative affairs; and

WHEREAS, Council has been further advised that it is in the best interests of the residents of the Village to confirm and approve the employment of John H. Roskos as the position of Chief Fiscal Officer and Clerk of the Village of Perry, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, the Council of the Village of Perry, Ohio, hereby consents, confirms, authorizes and approves the appointment by the Mayor of John H. Roskos as the Chief Fiscal Officer and Clerk of the Village of Perry, Lake County, Ohio, for the period of January 1, 2027, through December 31, 2027, in accordance with the terms, provisions and conditions set forth in the Agreement that is attached hereto as Exhibit A and made a part hereof.

Section 2. That the requirement contained in Section 733.262 of the Ohio Revised Code that the Fiscal Officer become a resident of the Village within six (6) months after his appointment by the Mayor and confirmation by the legislative authority is hereby waived.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to employ a Chief Fiscal Officer and Clerk to insure the proper administration of Village affairs. Said Resolution is necessary for the immediate

preservation of the public peace, health, safety, financial management and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____

ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____

JOHN H. ROSKOS, FISCAL OFFICER

VILLAGE OF PERRY
RESOLUTION NO. 50-2026

A RESOLUTION APPROVING THE CONTINUED EMPLOYMENT OF CHRISTIAN GRAY AS ZONING INSPECTOR OF THE VILLAGE OF PERRY, OHIO, DETERMINING COMPENSATION AND DECLARING AN MERGENCY

WHEREAS, Council, to ensure the proper administration of Village affairs, deems it necessary to hire a Village Zoning Inspector regarding same; and,

WHEREAS, Council has been advised that it should approve the appointment of Christian Gray to the position of Village Zoning Inspector of the Village for the period of January 1, 2027, through December 31, 2027; and

WHEREAS, The Mayor has recommended the appointment, and Council has been further advised that Mr. Gray has the knowledge, skill, experience and professionalism that, together with his sincere personal concern for the well-being of the residents of our Village, is necessary to insure the appropriate administration of the Village's zoning affairs; and

WHEREAS, Council has been further advised that it is in the best interests of the residents of the Village to confirm and approve the employment of Christian Gray as the position of Village Zoning Inspector of the Village of Perry, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, the Council of the Village of Perry, Ohio, hereby consents, confirms, authorizes and approves the appointment by the Mayor of Christian Gray as the Village Zoning Inspector of the Village of Perry, Lake County, Ohio, for the period of January 1, 2027, through December 31, 2027, in accordance with the terms, provisions and conditions set forth in the Agreement that is attached hereto as Exhibit A and made a part hereof.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to employ a Village Zoning Inspector to insure the proper administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

VILLAGE OF PERRY
RESOLUTION NO. 51-2026

A RESOLUTION AUTHORIZING THE MAYOR TO OFFER A CASH BENEFIT IN LIEU OF MAJOR MEDICAL COVERAGE FOR PERRY VILLAGE EMPLOYEES FOR THE YEAR 2027 AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that there is an immediate need to provide for the continuation of major medical health care insurance coverage and benefits for certain employees of the Village of Perry; and,

WHEREAS, Council has been advised that at least one Perry Village Employee would be interested in a cash benefit in lieu of providing major medical health coverage for 2027.

WHEREAS, Council deems it to be in the best interests of the residents of the Village of Perry to provide for the uninterrupted continuation of said health care benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to offer any employee of Perry Village a cash benefit alternative in lieu of providing major medical coverage when an alternative major medical option is available to the employee. The cash benefit shall be Eight Thousand Five Hundred Dollars ($8,500.00) per year or Seven Hundred Eight Dollars and thirty-three cents ($708.33) per month, for full time employees, so long as said employee is employed with Perry Village in 2027 (i.e. after the first day of the first month they are employed full time). Payment to be spread over the number of pay periods employed full time.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and proper administration of Village affairs and protect the health and safety of Village residents. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry, Ohio.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 52-2026

A RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE PAYMENTS OF TAXES FOR THE YEAR 2027

WHEREAS, the Ohio Revised Code 321.34 allows a taxing authority to request payment from the County Auditor fund derived from taxes or other sources of the County Treasurer, which may be held on account of a local subdivision;

THEREFORE, be it resolved by the Council of the Village of Perry, Ohio;

Section 1. That the Auditor and Treasurer of Lake County in accordance with Ohio Revised Code 321.34, be requested to draw and pay to the Village of Perry upon the written request of John H. Roskos, Fiscal Officer, to the County Auditor, fund due in any settlement of Tax Year 2026 derived from taxes or other sources, payable to the County Treasurer to the account of the Village of Perry and lawfully applicable for purposes of the current fiscal year 2027.

Section 2. That the Fiscal Officer of the Village of Perry shall forward to the County Auditor a certified copy of this Resolution.

_____

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 53-2026

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN FAMILY LIFE INSURANCE COMPANY OF COLUMBUS (AFLAC INCORPORATED) TO OFFER VOLUNTARY SUPPLEMENTAL BENEFITS TO VILLAGE OF PERRY EMPLOYEES AT NO COST TO THE VILLAGE, AUTHORIZING THE FISCAL OFFICER TO ESTABLISH CORRESPONDING PAYROLL DEDUCTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Perry desires to provide its municipal employees with the opportunity to elect voluntary supplemental benefit coverages; and

WHEREAS, offering such benefits through payroll deduction provides a convenience to employees and allows them to access group-rated plans; and

WHEREAS, the premiums for these supplemental benefits will be borne entirely by the participating employees through voluntary payroll deductions, with no financial contribution or matching funds required from the Village of Perry; and

WHEREAS, to facilitate this offering, it is necessary to authorize an agreement with a provider and explicitly direct the Fiscal Officer to establish and process the necessary voluntary payroll withholdings.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, State of Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute an agreement with American Family Life Insurance Company of Columbus (AFLAC Inc.) to offer voluntary supplemental benefit plans to eligible employees of the Village of Perry.

SECTION 2. The Fiscal Officer is hereby authorized and directed to establish the necessary voluntary payroll deduction codes and liability accounts within the Uniform Accounting Network (UAN) system. The Fiscal Officer is further authorized to process voluntary, employee-authorized payroll deductions for the payment of premiums for these supplemental benefits, and to remit said collected withholdings to AFLAC Inc. on a standard municipal payroll schedule.

SECTION 3. It is expressly understood and declared by this Council that the Village of Perry assumes no financial obligation or liability for the premiums or coverages associated with these supplemental benefits, and that all such costs shall be one-hundred percent (100%) funded by the individual participating employees.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in

compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Perry, and for the further reason that immediate implementation is necessary to allow employees to enroll in said benefits for the upcoming coverage period; wherefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____

ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____

JOHN H. ROSKOS, FISCAL OFFICER

Producer Information

SIC Record Number:
4086993

Name:
ANGALICA GLADNEY

Writing No. (Select the writing number to receive new account credit):
ANF4Q

Sit. Code:
B

Is there a Broker involved?:
No

General Account Information

Account Type:
This is a pre-tax payroll account

Is this an Aflac NY Account?
No

General Information

Account Name:
VILLAGE OF PERRY

Tax ID No.:

Is there a Master Account Number?:
No

Authorizing Officer Info

First Name:
JOHN

Last Name:
ROSKOS

Email:
jroskos@perryvillageohio.gov

Phone:

4402592671

Location Address

Street Address (cannot be P.O. Box):
3758 CENTER RD

City:
PERRY

State:
OH

Zip:
44081-9592

Mailing Address

Street Address:
3758 CENTER RD

City:
PERRY

State:
OH

Zip:
44081-9592

Employees

Total Employees:
30

W2 Employees:
30

1099 Workers:
0

Total Benefits-Eligible Employees:
7

Enrollment Information

Enrollment Period:
60 Days

Billing Information

Billing Contact Information

First Name:
JOHN

Last Name:
ROSKOS

Contact's Phone:
4402592671

Email
jroskos@perryvillageohio.gov

Billing Format

Check if account uses Social Security Number for employee number
Yes

In what order would you like your employees listed on your bill?
Alphabetic, then Employee#

Billing Frequencies

On what day of the month would you like your Aflac invoice to be due?
15th

How often would you like to receive your invoice from Aflac?
Monthly

Total Deductions for Master Account
26 - Biweekly Deductions

Date of First Deduction
01/14/27

Date of Second Deduction
01/28/27

Disability

Employer authorizes disability coverage to be included as part of this agreement.
Yes

Employer contributions: Does the employer pay any portion of this benefit?
No

Will any portion of disability premiums be funded by pre-tax employee contributions?
No

This employer is a government employer exempt from FICA or a portion of FICA.
Yes

Employees of this employer are eligible for RRTA (Railroad Retirement Tax).
No

Plan Information

Plan Start Date:
01/01/27

Plan End Date:
12/31/27

Plan Sponsor/Legal Representative

First Name:
JOHN

Last Name:
ROSKOS

Email:
jroskos@perryvillageohio.gov

Phone:
4402592671

Legal Representative

First Name:
JOHN

Last Name:
ROSKOS

Organization Information

Is this a leasing company or Professional Employee Organization (PEO)?
No

Business Type:
Other

Eligibility

Employee will become eligible

First day of employment

All employees will be eligible under the plan except:
Part Time
Temporary
Seasonal

Cafeteria Plan Benefits

Medical

Accident

Specified Health Event

Cancer

Short-Term Disability

Self-Administered Flexible Spending Account Information

Does this plan include a self-administered FSA?
No

RESOLUTION NO. 54-2026

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE DENTAL AND VISION CARE PROVIDER OFFERING THE BEST AND MOST REASONABLE RATES THROUGH ACRISURE FOR VILLAGE EMPLOYEES FOR THE YEAR 2027 AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that there is an immediate need to provide for the continuation of dental and vision care insurance coverage and benefits for certain employees of the Village of Perry; and,

WHEREAS, Council deems it to be in the best interests of the residents of the Village of Perry to provide for the uninterrupted continuation of said dental and vision care benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with The dental and vision care provider he determines to be offering the best and most reasonable rates as provided by Acrisure for the purpose of securing continuous and uninterrupted dental and vision care insurance coverage and benefits for certain employees of the Village, as is more specifically set forth in Exhibit "A" that is attached hereto and made a part hereof.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and proper administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry, Ohio.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

_____
ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

P.O. Box 30416
Lansing, MI 48909-7916

https://www.DeltaDentalOH.com

September 29, 2026

John Schmitz
Acrisure Great Lakes Partners Insurance Service, LLC
315 S Kalamazoo Mall
Kalamazoo, MI 49007-4806

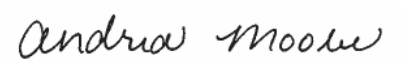
Dear John Schmitz,

Enclosed is renewal information for one of your Delta Dental Plan of Ohio groups that renews in the month of January. A renewal letter indicating the group's renewal rates is included.

Please ensure that the enclosed renewal documents are delivered to the group.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Andrea J Moore
Account Manager

Enclosures:
7187-5001 Village of Perry

DELTA DENTAL OF OHIO
5600 Blazer Parkway, Suite 150
Dublin, OH 43017

DELTA DENTAL

P.O. Box 30416
Lansing, MI 48909-7916

https://www.DeltaDentalOH.com

September 29, 2026

Michelle Crockett
Village of Perry
6500 Taylor Rd Ste A
Blacklick, OH 43004-8569

Re: Dental Plan Rate Review, Group #7187-5001

Dear Michelle Crockett,

Thank you for placing your confidence in Delta Dental. We are committed to improving the oral health of our communities by providing access to the nation's largest dental network at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy.

We have completed a comprehensive review of your dental plan premiums, and your renewal documents were provided to your agent. Enclosed is a contract for the renewal of your existing dental plan. Please have your group's authorized representative sign the contract and return it to me at your earliest convenience. If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will continue to administer your dental benefits accordingly. By permitting us to do so, you accept the terms of this contract in full and agree that this contract is binding, even if you do not return a signed copy of the contract to us. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Also included is a rate sheet outlining the premiums applicable to your new contract period, and a Benefit Highlight Sheet noting some of the benefits available under your current contract. These documents are intended to serve as quick reference guides outlining some of your contract and are not part of the contract noted above.

Please call me at (614) 325-7488 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,

Andrea Moore

Andrea J Moore
Account Manager

cc: John Schmitz

Delta Dental of Ohio

Renewal Rates for Village of Perry #7187

Effective January 1, 2027

Rates - Non-Retention		
Rates per enrollee per month	**Current Rate(s)** January 1, 2026 through December 31, 2026	**Renewal Rate(s)** January 1, 2027 through December 31, 2027
Enrollee only	$38.86	$40.10
Enrollee with one dependent	$70.75	$73.01
Enrollee with two or more dependents	$121.59	$125.48
Overall Percent Change	3.20%	

Rating Requirements
Minimum client contributions: 100 percent for employee and 100 percent for dependent(s).
Tied to medical: No

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalOH.com.

Delta Dental of Ohio
Dental Benefit Highlights for
Village of Perry #7187

Delta Dental PPO™ (Point-of-Service) *Coverage effective* ***January 1, 2027***	**Delta Dental PPO™ Dentist**	**Delta Dental Premier® Dentist**	**Nonparticipating Dentist**
	Plan Pays	**Plan Pays**	**Plan Pays***
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	**100%**	**100%**	**100%**
Palliative Treatment - to temporarily relieve pain	**100%**	**100%**	**100%**
Sealants - to prevent decay of permanent teeth	**100%**	**100%**	**100%**
Brush Biopsy - to detect oral cancer	**100%**	**100%**	**100%**
Radiographs - X-rays	**100%**	**100%**	**100%**
Basic Services			
Minor Restorative Services - fillings and crown repair	**80%**	**80%**	**80%**
Endodontic Services - root canals	**80%**	**80%**	**80%**
Periodontic Services - to treat gum disease	**80%**	**80%**	**80%**
Oral Surgery Services - extractions and dental surgery	**80%**	**80%**	**80%**
Other Basic Services - misc. services	**80%**	**80%**	**80%**
Relines and Repairs - to prosthetic appliances	**80%**	**80%**	**80%**
Major Services			
Major Restorative Services - crowns	**80%**	**50%**	**50%**
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	**80%**	**50%**	**50%**

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.*

Maximum Payment –

Delta Dental PPO™ Dentist - $2,000 per Member total per Benefit Year on all services.

Delta Dental Premier® Dentist - $1,500 per Member total per Benefit Year on all services.

Nonparticipating Dentist - $1,000 per Member total per Benefit Year on all services.

These are not separate maximums by type of dentist.

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, *we pay more than 90% of claims in 10 days or less.* Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at https://www.DeltaDentalOH.com.

Deductible –

Delta Dental PPO™ Dentist - None.

Delta Dental Premier® Dentist - $25 Deductible per Member total per Benefit Year limited to a maximum Deductible of $75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Nonparticipating Dentist - $50 Deductible per Member total per Benefit Year limited to a maximum Deductible of $150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Note - *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

Delta Dental Contract
For
Village of Perry

This Contract ("Contract") is entered into by and between Village of Perry (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Contractor and Delta Dental may each be individually referred to as a "Party" or together as "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2027, the ("Effective Date").

Section I. Declarations

The benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2027

B. **First Renewal Date:** January 1, 2028

C. **Group Number**: 7187-5001

D. **Rate(s):**

Enrollee only - $40.10 per month per Enrollee

Enrollee with one dependent - $73.01 per month per Enrollee

Enrollee with two or more dependents - $125.48 per month per Enrollee

These Rates are contingent upon 100% enrollment of the eligible Enrollees of the defined group and their Dependents. Rates do not include any applicable taxes, fees, or assessments on claims or services.

These Rates are valid only while a member of the Public Employee Benefits Association. If this affiliation is terminated, Delta Dental reserves the right to adjust these rates or terminate this Contract.

DELTA DENTAL PLAN OF OHIO, INC.

BY: _____
President and CEO

DATE: September 29, 2026

CONTRACTOR

BY: _____
(Authorized Signature)

_____
(Title)

DATE: _____

Section II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental® each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

C. License

A limited, non-transferable, non-exclusive, non-sublicensable, temporary license granted to Contractor by Delta Dental to access and use Delta Dental's web portals.

Any capitalized terms not defined herein are defined in the Certificate.

Section III. Eligibility

A. Eligibility and Enrollment

Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

C. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V.B. of this Contract.

D. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract. Notwithstanding the foregoing, if payment is not made within 30 days of being invoiced, Delta Dental shall put all Claims on hold until payment is made. If an invoice remains unpaid past 30 days, Delta Dental shall have the right to terminate the Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

E. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.

2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.

3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable Rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.

4. Continuation coverage will not continue beyond the termination of this Contract.

5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.E.

6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period or during any period of non-payment by the Member, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage or payment, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage or make required payment.

7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.E. will be based on the COBRA continuation coverage rates in effect during that month.

8. A person who continues coverage will be considered to be a Member under this Contract as long as coverage is provided under this Section III.E.

9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

F. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.

2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60-day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

Section IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Notwithstanding the foregoing, Contractor acknowledges that Delta Dental periodically updates its Certificates to account for CDT code changes issued by the American Dental Association and Processing Policy changes made by Delta Dental, and Contractor agrees that any such changes shall apply to this Contract provided that Delta Dental provides Contractor prior notice of any such changes. Such changes shall become effective as of the date indicated in such notice.

Section V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.

2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.

3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.

4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.

5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. In addition, as set forth in the Declarations Section above, the Rates in this Contract are exclusive of any applicable taxes, fees or assessments on claims or services, and therefore Contractor agrees to pay to Delta Dental any such applicable taxes, fees or assessments in addition to the Rates. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amounts to be paid will be due by the 5th of the month of the intended coverage. For example, the premium and any applicable taxes, fees, or assessments for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

   Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

   a. Information provided upon enrollment proves to be in error; or

   b. Terms and provisions of the Contract are materially violated; or

   c. Initial size or composition of the group changes by 10% or more unless otherwise set forth in the Declarations section of this Contract; or

   d. Monthly invoices are not paid as billed.

   Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.

3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.

4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.

5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.

6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, Section 1557 notices, and all privacy notices (including, but not limited to, all notice of privacy practices) as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.

8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

Section VI. General Provisions

A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.

B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.

C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

D. Marketing Materials. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.

E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least 60 days' advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.

F. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to Claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.

G. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.

H. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.

I. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.

J. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

K. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the Parties and their respective successors and assigns.

L. Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.

M. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

N. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.

O. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.

P. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.

Q. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.

R. Entire Agreement. This Contract constitutes the entire agreement between the Parties.

S. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional Benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.

T. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

U. Other Goods and Services. From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third-party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third-party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third-party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

V. Web Portal License.

1. Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan. Access to Member Portal and Benefit Manager Toolkit shall be limited to individuals located within the United States and Canada.

2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of (i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, (ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.

3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on

Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.

4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.

5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.

6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

Section VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

Section VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or

B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or

C. The size of the group changes by 10% or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or

D. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or

E. The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with 30 days' prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

Section IX. Confidentiality and Disclosure

A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

B. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);

2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or

3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group #7187-5001
Village of Perry

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services – crowns	80%	50%	50%
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	80%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per Calendar Year.
- Prophylaxes (cleanings) are payable twice per Calendar Year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable twice per Calendar Year for people age 18 and under.
- Bitewing X-rays are payable once per Calendar Year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on all teeth, including posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of Dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our website or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – **Delta Dental PPO™ Dentist -** $2,000 per Member total per Benefit Year on all services.

Delta Dental Premier® Dentist - $1,500 per Member total per Benefit Year on all services.

Nonparticipating Dentist - $1,000 per Member total per Benefit Year on all services.

These are not separate maximums by type of dentist.

Deductible – Delta Dental PPO™ Dentist - None.

Delta Dental Premier® Dentist - $25 Deductible per Member total per Benefit Year limited to a maximum Deductible of $75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Nonparticipating Dentist - $50 Deductible per Member total per Benefit Year limited to a maximum Deductible of $150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of Village of Perry and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for federal income tax purposes, and/or who are not permanently disabled.

Coordination of Benefits –If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate Benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.

Delta Dental PPO™

Our national PPO program

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation, doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific Benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalOH.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalOH.com and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

IMPORTANT: If you opt to receive dental care services that are not covered Benefits under This Plan, a participating dental care provider may charge you his or her normal fee for such services. Prior to providing you with dental care services that are not covered Benefits, the dental care provider will provide you with an estimated cost for each service.

I. Delta Dental PPO Certificate

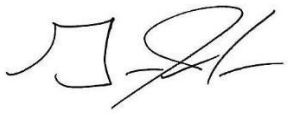
Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental Benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Ohio, Inc.

II. Definitions

Adverse Benefit Determination

Any Denial, reduction or termination of the Benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the Benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any Benefit frequency limitation and/or annual Maximum Payment will apply. This will be the calendar year unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- For dentures and partial dentures, on the delivery dates;
- For crowns and bridgework, on the permanent cementation date;
- For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- **Delta Dental Premier® Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

Deny/Denied/Denial

When a Claim for a particular service is Denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan. An Enrollee may sometimes be referred to as a "subscriber".

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- The Submitted Amount
- The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental Benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental

Benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The Benefits estimate provided on a Pre-Treatment Estimate notice is based on Benefits available on the date the notice is issued. It is not a guarantee of future dental Benefits or payment.

Availability of dental Benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for Benefits, your available annual or lifetime Maximum Payments, any coordination of Benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policy(ies)

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate and supersedes any contrary provision of this Certificate.

Teledentistry

The delivery of dental services through the use of synchronous, real-time communication and the delivery of services of a dental hygienist or expanded function dental auxiliary pursuant to a dentist's authorization.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan.

You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.

b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.

c. Newborn: Your newborn will be eligible to enroll on the date of birth.

d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the earlier of (a) the date that the legal petition for adoption or guardianship becomes legally final, or (b) the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.

e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.

f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.

g. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalOH.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental Benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your Benefits, payment methods, and terms of This Plan.

2. Make an appointment with your Dentist and tell him or her that you have dental Benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by

writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.

3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:

   a. The Enrollee's full name and address

   b. The Enrollee's Member ID number

   c. The name and date of birth of the person receiving dental care

   d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will Deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member.

Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics, it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, with the exception of congenitally missing teeth.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia, intravenous sedation, or parenteral or enteral sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Evaluation for moderate sedation, deep sedation or general anesthesia.
8. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
9. Administration of nitrous oxide.
10. Charges for failure to keep a scheduled visit with the Dentist.
11. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
12. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
13. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
14. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
15. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
16. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
17. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
18. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.

20. Caries preventive medicament.
21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, immunization counseling, home care medicaments, etc.).
22. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
23. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
24. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
25. Veneers.
26. Prefabricated crowns used as final restorations on permanent teeth.
27. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
28. Implant/abutment supported interim fixed denture for edentulous arch.
29. Duplication of complete maxillary or mandibular denture.
30. Absent a showing of medical necessity, implant services are not payable for people age 18 and under.
31. Soft occlusal guard appliances.
32. Paste-type root canal fillings on permanent teeth.
33. Replacement, repair, relines, or adjustments of occlusal guards.
34. Chemical curettage.
35. Nerve dissection.
36. Administration of neuromodulators.
37. Administration of dermal fillers.
38. Application of hydroxyapatite medicament.
39. Services associated with overdentures.
40. Metal bases on removable prostheses.
41. The replacement of teeth beyond the normal complement of teeth.
42. Personalization or characterization of any service or appliance.
43. Temporary crowns used for temporization during crown or bridge fabrication.
44. Posterior bridges in conjunction with partial dentures in the same arch, sharing at least one posterior edentulous space in common.
45. Precision abutments, attachments and stress breakers.
46. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration, implants, ridge augmentation, ridge preservation/extraction sites, apicoectomy sites, hemisections, and periodontal or implant bone grafting.
47. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
48. Indexing for osteotomy using dynamic robotic assisted or dynamic navigation.
49. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
50. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
51. 3-D facial scans and images, and printings of such scans and images.
52. Myofunctional therapy.
53. Mounted case analyses.
54. Molecular, antigen or antibody testing for a public health related pathogen.
55. Vaccinations.
56. Bone replacement grafts when performed in conjunction with a hemisection.
57. Photobiomodulation therapy.
58. Fabrication, adjustment, reline, or repair of sleep apnea appliances.
59. The administration of a home sleep apnea test, or screening for sleep apnea related breathing disorders.
60. Sleep apnea services.
61. Fabrication, delivery, or titration of oral appliance therapy (OAT) morning repositioning device.
62. Fabrication and replacement of a custom removable clear plastic temporary aesthetic appliance.
63. Removal of non-resorbable barrier.
64. Intraoral tomosynthesis images.
65. Direct to consumer orthodontic services and/or supplies, unless Delta Dental has received a Delta Dental-approved and signed treating dentist attestation form from a Dentist licensed in the state where the Member resides.

66. Any and all taxes applicable to the services.
67. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age two or under.
5. Local anesthesia.
6. Parenteral and enteral sedation are not payable when performed in conjunction with general anesthesia or intravenous sedation.
7. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
8. Infection control.
9. Temporary, interim, or provisional crowns.
10. Gingivectomy as an aid to the placement of a restoration.
11. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
12. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
13. Pulp vitality tests and testing for a cracked tooth, when performed in conjunction with any other definitive procedure.
14. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the condition.
15. Post-operative X-rays, when done following any completed service or procedure.
16. Periodontal charting.
17. Pins and preformed posts, when done with core buildups.
18. Any substructure when done for inlays, onlays, and veneers.
19. Removal of an indirect restoration on a natural tooth.
20. Removal of an indirect restoration on an implant retained abutment.
21. Excavation of a tooth resulting in the determination of non-restorability.
22. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
23. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
24. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
25. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
26. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
27. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
28. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
29. Full mouth debridement when done within 30 days of scaling and root planing.
30. Scaling and debridement in the presence of peri-implantitis or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
31. Scaling and debridement in the presence of mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery, peri-implantitis, or debridement of a peri-implant defect.
32. Scaling and debridement in the presence of peri-implantitis inflammation of a single implant, when done on the same day as periodontal scaling and root planing, periodontal surgery, or debridement of a peri-implant defect.
33. Comprehensive periodontal evaluation when done on the same day as full mouth debridement.
34. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, or interim caries arresting medicament performed on the same tooth.

35. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
36. Cleaning and inspection of an occlusal guard is not payable on the same day as a repair or reline of an occlusal guard.
37. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.
38. Reline or any adjustment or repair to a sleep apnea appliance within six months of the delivery.
39. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
40. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
41. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture when performed by the same office.
42. Repairs for implants/abutment supported prosthesis within six months of the delivery of the prosthesis when performed by the same office.
43. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing full mouth X-rays, as determined solely by Delta Dental.
44. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
45. Capture only images which are not associated with any interpretation or reporting.
46. 3-D intraoral and dental scans.
47. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
48. Surgical removal of implant body when performed within three months of an implant/mini-implant on the same tooth by the same dentist or dental office.
49. Non-surgical implant removal when performed within six months of an implant/mini-implant on the same tooth by the same dentist or dental office.
50. Accessing and retorquing loose implant screw is not payable when performed on the same day as implant maintenance, replacement of an implant screw, or repair procedures on an implant supported prosthesis by the same dentist or dental office.
51. Scaling and root planing when performed on the same day as surgical root repair or exposures.
52. Surgical repair or exposure of root when performed on the same day as endodontic or periodontal surgical procedures.
53. Intraorifice barriers.
54. Removal of non-resorbable barrier when performed by the same dentist who placed the barrier.
55. Excision of benign or malignant lesions or salivary glands, or incisional biopsy of oral soft tissue when performed in the same area and on the same day as another surgical procedure by the same dentist or dental office.
56. Nerve dissection is not payable when done on the same day as the removal of an impacted tooth-completely bony, with unusual surgical complications.
57. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which includes bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes (general or periodontal cleanings), full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age eight and under.

10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restorations on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five-year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for age 11 and under.
14. Pulp caps are payable once per lifetime.
15. Band stabilization is payable once per lifetime only on posterior permanent teeth.
16. Hard full or partial arch occlusal guards are payable once in any five-year period.
17. Cleaning and inspection of an occlusal guard is payable once in a 12-month period.
18. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over. Absent a showing of medical necessity, the healing period shall not exceed 30 days from the date of the extraction.
19. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36-month period.
20. Prosthodontic Services limitations:
    a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
    b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
    c. A removable unilateral partial denture is payable once per quadrant in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
    d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
    e. Rebase hybrid prostheses are payable once in any five-year period per appliance.
    f. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
    g. Implant removal is payable once per tooth or area in a five-year period.
    h. Implant maintenance is payable once per arch per any 12-month period.
    i. Removal of a broken implant retaining screw is payable once in a five-year period.
    j. Accessing and retorquing loose implant screw is payable once every 24 months per implant.
    k. Replacement of an implant screw is payable once every 24 months per implant.
21. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
    a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
    b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
    c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
22. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.
23. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
24. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
25. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

a. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

b. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.

c. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

d. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.

e. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

26. Repair of implant/abutment supported prosthesis is payable once in any 12-month period.
27. Maximum Payment: All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.
28. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
29. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
30. Assessments of salivary flow by measurement are payable once in any 36-month period.
31. Scaling and debridement of a single implant in the presence of peri-implantitis or mucositis is payable once per tooth in any 12-month period.
32. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as restoration involving the occlusal surface.
33. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five applications per day.
34. Sealants are covered once per tooth per lifetime on first permanent molars for Members age nine and under.
35. Sealants are covered once per tooth per lifetime on second permanent molars for Members age 14 and under.
36. One cone beam CT is allowed within a 12-month period except when performed for TMD treatment.
37. Restorations performed within two months of caries arresting medicament.
38. Excisional biopsy of minor salivary glands is payable twice per lifetime, absent a showing of medical necessity.
39. Incisional biopsy of oral soft tissue is payable twice per calendar year, absent a showing of medical necessity.
40. Consultations by a provider or specialist other than the requesting or referring provider are payable once per calendar year.
41. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from **the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan.**

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. The allowance for an implant repair will not exceed half the fee for a new prosthesis.

11. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
12. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
13. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
14. A sealant or sealant repair is not payable when performed within 24 months of a sealant or sealant repair performed on the same tooth.
15. One caries risk assessment is allowed on the same date of service.
16. One caries risk assessment is allowed within a 12-month period when done by the same dentist/dental office.
17. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office
18. Implant maintenance procedures are not payable when done within 12 months of prosthesis delivery.
19. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a Claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable Expense.

Definitions

Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts; health insuring corporation ("HIC") contracts; Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan

For purposes of this Article IX, This Plan means, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules

The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

Allowable Expense

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an

Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.

2. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.

3. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.

4. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.

5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan

Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.

2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.

3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

5. Each Plan determines its order of benefits using the first of the following rules that apply:

   Non-Dependent or Dependent. The plan that covers the Person other than as a dependent, for example, as an employee, member, policyholder, subscriber, or retiree, is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

   Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

   a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:

      - The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
      - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

      However, if one Spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

   b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:

      - If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule

applies to plan years commencing after the Plan is given notice of the court decree;

- If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
- If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
- If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:

  (1) The Plan covering the Custodial Parent;

  (2) The Plan covering the Spouse of the Custodial Parent;

  (3) The Plan covering the non-custodial parent; and then

  (4) The Plan covering the Spouse of the non-custodial parent.

c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any Claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the Claim do not exceed the total Allowable Expense for that Claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to apply those rules and determine Benefits payable.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term "payment made" includes providing

Benefits in the form of services, in which case "payment made" means the reasonable cash value of the Benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the Benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any Benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a Claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department's website at http://insurance.ohio.gov.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly Denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of Benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a Denied Claim. Delta Dental provides this opportunity for you to describe problems or submit an explanation or additional information that might indicate your Claim was improperly Denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly Denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is Denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

If your Contractor has elected electronic delivery EOBs on behalf of This Plan, you will receive all notices of Adverse Benefit Determinations electronically. Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the Denial, the pertinent plan provisions(s) on which the Denial is based, the applicable review procedures

for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling 614-644-2673 or 800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300, Columbus, Ohio, 4321543215 or visit the Department's website at http://insurance.ohio.gov.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- When the Contractor advises Delta Dental to terminate your coverage.
- On the first day of the month for which the Contractor has failed to pay Delta Dental.
- For fraud or misrepresentation in the submission of any Claim.
- For your Dependent, when they no longer qualify as a Dependent.
- For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or Benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),

4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future Benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Dentist submits a Claim more than one year from the date of service, Delta Dental will Deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such Denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Dentist submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying Contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Insolvency

Delta Dental is not a member of any guaranty fund, and in the event of Delta Dental's insolvency, Enrollees are protected only to the extent that the hold harmless provision required by section 1751.13 of the Ohio Revised Code applies to the health care services rendered.

In the event of insolvency of Delta Dental, an Enrollee may be financially responsible for health care services rendered by a provider or health care facility that is not under contract with

Delta Dental, whether or not Delta Dental authorized the use of the provider or health care facility.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall have control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

Notice Concerning Coverage Limitations and Exclusions under the Ohio Life and Health Insurance Guaranty Association Act

Residents of Ohio who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of the Association is to ensure resident policyholders will receive some benefits under their policies, subject to state law, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, the Association will assess its other member insurance companies for the money to pay the covered claims and, in some cases, to keep coverage in force. These benefits are limited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

ACTION: Final

DATE: 11/06/2023 12:50 PM

ENACTED

Appendix 3901-1-52

3901-1-52 1

APPENDIX I

Pursuant to Ohio law, the Ohio Life and Health Insurance Guaranty Association (OLHIGA) may provide coverage of claims under certain life insurance policies, health insurance policies, including sickness and accident and health insuring corporation agreements, annuity contracts, and supplemental contracts to any of the preceding, if the member insurer or health insuring corporation becomes impaired or insolvent.

OLHIGA may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by OLHIGA in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy or health insuring corporation coverage.

Information about the financial condition of insurers can be accessed by visiting the Department’s website. For additional information or if you have concerns about a violation of Ohio insurance law or would like to file a complaint, please contact:

Ohio Department of Insurance 50 W. Town Street, Suite 300
Columbus, Ohio 43215
1-800-686-1526
www.insurance.ohio.gov

If you have questions about the obligations of OLHIGA, you may contact:
Ohio Life and Health Insurance Guaranty Association
485 Metro Place South, Suite 270
Dublin, Ohio 43017
614-442-6601

www.olhiga.org

Discrimination is Against the Law.

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (consistent with the scope of sex discrimination described at 45 CFR § 92.101(a)(2). This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats). This plan provides free language assistance services to people whose primary language is not English, which may include qualified interpreters and information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact the Civil Rights Coordinator. If you believe this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator at PO Box 9089, Farmington Hills, MI 48333-9089; by phone at 1-800-524-0149 (TTY users call 711). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201; 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

PUBLIC EMPLOYEE BENEFITS ASSOCIATION - 30030532
Renewal Exhibit
January 1, 2025 - December 31, 2028 (48 months)

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	Option 1: Plan C $150 Frame & ECL $0 Copay CHOICE	Option 2: Plan C $150 Frame & ECL $10/$25 Copay CHOICE	Option 3: Enhanced Plan B $130 Frame & ECL $10 Total Copay CHOICE	Option 4: Enhanced Plan B $130 Frame & ECL $10/$25 Copay CHOICE	Option 5: Plan C $150 Frame & ECL $15/$15 Copay CHOICE	Option 6: Enhanced Plan B $120 Frame & ECL $0 Copay Signature
Exams						
Exam with Dilation as necessary:	Covered in full, no copay	$10 Copay, then covered in full	$10 Total copay for exam and materials	$10 Copay, then covered in full	$15 Copay, then covered in full	Covered in full, no copay
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**
Contact Lens Fitting & Follow-up	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60
Frames						
Frame of your choice:	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $130 retail; 20% off balance over $130	Up to plan allowance of $130 retail; 20% off balance over $130	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $120 retail; 20% off balance over $120
Frequency:	**Every plan year**	**Every plan year**	**Every other plan year**	**Every other plan year**	**Every plan year**	**Every other plan year**
Lenses						
Single:	Covered in full	$25 Copay, then covered in full	Included with exam copay	$25 Copay, then covered in full	$15 Copay, then covered in full	Covered in full
Bifocal:	Covered in full	$25 Copay, then covered in full	Included with exam copay	$25 Copay, then covered in full	$15 Copay, then covered in full	Covered in full
Trifocal:	Covered in full	$25 Copay, then covered in full	Included with exam copay	$25 Copay, then covered in full	$15 Copay, then covered in full	Covered in full
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**
Lens Options						
UV Coating:	$16 Copay	$16 Copay	$16 Copay	$16 Copay	$16 Copay	$16 Copay
Tint (Solid and Gradient):	Covered in Full	Covered in Full	$15-$17 Copay	$15-$17 Copay	$15-$17 Copay	$15-$17 Copay
Standard Scratch-Resistance:	$17 Copay	$17 Copay	$17 Copay	$17 Copay	$17 Copay	$17 Copay
Standard Polycarbonate:	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay
Standard Progressive (Add-on to Bifocal):	$55 Copay	$55 Copay	$55 Copay	$55 Copay	$55 Copay	$55 Copay
Standard Anti-Reflective Coating:	$43 Copay	$43 Copay	$43 Copay	$43 Copay	$43 Copay	$43 Copay
Other Add-Ons and Services:	20% off retail price	20% off retail price	20% off retail price	20% off retail price	20% off retail price	20% off retail price
	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses
Contact Lenses						
Medically Necessary:	Covered in full	$25 Copay, then covered in full	Covered in full	$25 Copay, then covered in full	$15 Copay, then covered in full	Covered in full
Elective:	$0 Copay, $150 allowance	$0 Copay, $150 allowance	$0 Copay, $130 allowance	$0 Copay, $130 allowance	$0 Copay, $150 allowance	$0 Copay, $120 allowance
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**
Laser Vision Correction						
Lasik or PRK	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price
Monthly Fully Insured Rates	**Renewal**	**Renewal**	**Renewal**	**Renewal**	**Renewal**	**Renewal**
Employee:	$9.21	$6.82	$6.02	$5.20	$8.07	--
Employee + 1:	$18.43	$13.64	$12.04	$10.39	$14.12	--
Employee + Children	--	--	--	--	$15.32	--
EE+Family:	$29.66	$21.96	$19.40	$16.73	$23.39	--
Composite	--	--	--	--	--	$21.60
Benefits through VSP Open Access						
Exam:	up to $45	up to $45	up to $45	up to $45	up to $45	up to $50
Single vision lenses:	up to $30	up to $30	up to $30	up to $30	up to $30	up to $50
Bifocal lenses:	up to $50	up to $50	up to $50	up to $50	up to $50	up to $75
Trifocal lenses:	up to $65	up to $65	up to $65	up to $65	up to $65	up to $100
Lenticular lenses:	up to $100	up to $100	up to $100	up to $100	up to $100	up to $125
Frame:	up to $70	up to $70	up to $70	up to $70	up to $70	up to $70
Elective contact lenses:	up to $105	up to $105	up to $105	up to $105	up to $105	up to $105
Necessary contact lenses:	up to $210	up to $210	up to $210	up to $210	up to $210	up to $210

Note: current and renewal age limits for children and students is 26 date of birth

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this form to the address or email below by October 15, 2016 . VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

PUBLIC EMPLOYEE BENEFITS ASSOCIATION - 30030532
Renewal Exhibit
January 1, 2025 - December 31, 2028 (48 months)

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	Option 7: Plan C $150 Frame & ECL $10/$15 Copay CHOICE	Option 8: Plan C $150 Frame & ECL $0/$15 Copay CHOICE	Option 9: Plan C $150 Frame & ECL $10/$25 Copay CHOICE	Option 10: Plan C $130 Frame & ECL $10/$25 Copay CHOICE	Option 11: Enhanced Plan B $10 Exam Copay CHOICE - Exam Plus
Exams					
Exam with Dilation as necessary:	$10 Copay, then covered in full	Covered in Full	$10 Copay, then covered in full	$10 Copay, then covered in full	$10 Copay, then covered in full
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**
Contact Lens Fitting & Follow-up	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	15% discount on usual & customary fees, cannot exceed $60	--
Frames					
Frame of your choice:	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $150 retail; 20% off balance over $150	Up to plan allowance of $130 retail; 20% off balance over $130	20% off of retail price
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**--**
Lenses					
Single:	$15 Copay, then covered in full	$15 Copay, then covered in full	$25 Copay, then covered in full	$25 Copay, then covered in full	20% off of retail price
Bifocal:	$15 Copay, then covered in full	$15 Copay, then covered in full	$25 Copay, then covered in full	$25 Copay, then covered in full	20% off of retail price
Trifocal:	$15 Copay, then covered in full	$15 Copay, then covered in full	$25 Copay, then covered in full	$25 Copay, then covered in full	20% off of retail price
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	**--**
Lens Options					
UV Coating:	$16 Copay	$16 Copay	$16 Copay	$16 Copay	$16 Copay
Tint (Solid and Gradient):	Covered in Full	Covered in Full	$15-$17 Copay	$15-$17 Copay	$15-$17 Copay
Standard Scratch-Resistance:	$17 Copay	$17 Copay	$17 Copay	$17 Copay	$17 Copay
Standard Polycarbonate:	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay	$33-$37 Copay
Standard Progressive (Add-on to Bifocal):	$55 Copay	$55 Copay	$55 Copay	$55 Copay	$55 Copay
Standard Anti-Reflective Coating:	$43 Copay	$43 Copay	$43 Copay	$43 Copay	$43 Copay
Other Add-Ons and Services:	20% off retail price	20% off retail price	20% off retail price	20% off retail price	20% off retail price
Contact Lenses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses
Medically Necessary:	$15 Copay, then covered in full	$15 Copay, then covered in full	$25 Copay, then covered in full	$25 Copay, then covered in full	--
Elective:	$0 Copay, $150 allowance	$0 Copay, $150 allowance	$0 Copay, $150 allowance	$0 Copay, $130 allowance	--
Frequency:	**Every plan year**	**Every plan year**	**Every plan year**	**Every plan year**	--
Laser Vision Correction					
Lasik or PRK	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price
Monthly Fully Insured Rates	**Renewal**	**Renewal**	**Renewal**	**Renewal**	**Renewal**
Employee:	--	--	--	$5.99	$0.59
Employee + 1:	--	--	--	$11.77	$1.17
Employee + Children	--	--	--	--	--
EE+Family:	--	--	--	$18.94	$1.88
Composite	$18.19	$21.44	$27.66	--	--
Benefits through VSP Open Access					
Exam:	up to $45	up to $45	up to $45	up to $45	up to $45
Single vision lenses:	up to $30	up to $30	up to $30	up to $30	up to $30
Bifocal lenses:	up to $50	up to $50	up to $50	up to $50	up to $50
Trifocal lenses:	up to $65	up to $65	up to $65	up to $65	up to $65
Lenticular lenses:	up to $100	up to $100	up to $100	up to $100	up to $100
Frame:	up to $70	up to $70	up to $70	up to $70	up to $70
Elective contact lenses:	up to $105	up to $105	up to $105	up to $105	up to $105
Necessary contact lenses:	up to $210	up to $210	up to $210	up to $210	up to $210

Note: current and renewal age limits for children and students is 26 date of birth

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this form to the address or email below by October 15, 2016 . VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

Michelle L. Crockett

Signature / Title / Date

RESOLUTION NO. 55-2026

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH PEACE MAKER TECHNOLOGIES LLC FOR POLICE DEPARTMENT MOBILE COMPUTERS AND ACCESSORIES, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Perry Police Department requires reliable, and efficient mobile computers and citation devices to optimize departmental operations; and

WHEREAS, Peace Maker Technologies LLC, offers high quality mobile computers and e-ticket writers specifically designed to meet the complex operational needs of law enforcement and public safety agencies; and

WHEREAS, the Council of the Village of Perry has reviewed the proposal provided by Peace Maker Technologies and has determined that entering into an agreement for these services is necessary and in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, County of Lake, State of Ohio, that:

SECTION 1.

The Mayor and the Fiscal Officer are hereby authorized and directed to execute, on behalf of the Village of Perry, a contract with Peace Maker Technologies LLC. The term of this agreement shall be for a period of 4 years as is further detailed in Exhibit A, a three (3) page document attached and included herein by reference.

SECTION 2.

The Fiscal Officer is hereby authorized to appropriate and expend the necessary funds from the 2907 Property Maintenance Fund for "Public Welfare" purposes as permitted by Resolution 30-2024, to satisfy the financial obligations set forth in the agreement with Peace Maker Technologies LLC.

SECTION 3.

It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4.

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Perry, and for the further reason that the immediate execution of this contract is necessary to ensure the prudent management of Village affairs and efficient operation of the Police Department.

WHEREFORE, this Resolution shall take effect and be in full force from and after the earliest period allowed by law.

_____

Elias Coss, Mayor

ADOPTED: _____.

ATTEST:_____

John H. Roskos, Fiscal Officer

QUOTE

 # QT-000878

Peacemaker Technologies LLC
1308 Common St
205
New Braunfels Texas 78130
U.S.A
8662226660
orders@peacemakertech.com
https://peacemakertech.com

Bill To
Perry Village Police Department
3758 Center Road
Perry
44081 Ohio
U.S.A

:	31 Aug 2026
Expiry Date :	21 Dec 2026
E Citation :	false

#	Item & Description	Qty	Rate	Amount
1	PACKAGE A	6.00	2,190.00	13,140.00
2	D316XVG2 - WIN 11 Ultra Core I5, 32GB Ram, WIN 11 Enterprise, Extended Temp Protection	6.00 Each	0.00	0.00
3	D316XVG2 - VEHICLE DOCKING STATION	6.00 Each	0.00	0.00
4	D316XVG2 - Wall Power Adapter	6.00 Each	0.00	0.00
5	E320XVG2 - Lind 90W DC Power Supply E320XVG2 - Lind 90W DC Power Supply	6.00 Each	0.00	0.00
6	TROY SIDE-MOUNT COMPUTER MOUNT WITH ROTATING & EXTENDABLE SLIDE-ARM	6.00 pcs	0.00	0.00
7	Mobile Mounts VPDU	6.00 pcs	0.00	0.00
8	Wiring Kit w/ 50amp All Weather Fuse Holder Wiring Kit w/ 50amp All Weather Fuse Holder	6.00 Each	0.00	0.00
9	Peplink BR1 Mini	6.00 Each	0.00	0.00
10	DRILL ANTENNA	6.00 pcs	0.00	0.00

#	Item & Description	Qty	Rate	Amount
11	BROTHER RJ4250 4" THERMAL PRINTER	6.00 Each	0.00	0.00
12	RJ4250 Headrest Printer Kit w/ (1) Roll Paper	6.00 pcs	0.00	0.00
13	WARRANTY - LAPTOP (4) Year - No Fault / Accidental Damage Warranty - Does not include replacement batteries.	6.00	0.00	0.00
14	WARRANTY - DOCKING STATION (4) Year - No Fault / Accidental Damage Warranty	6.00	0.00	0.00
15	Onsite Vehicle Installation On-Site Vehicle Installation and Supplies Package	6.00 Each	650.00	3,900.00
16	E-CITATION PACKAGE 2	6.00	895.00	5,370.00
17	X Cover VI PRO - Rugged Handheld X Cover VI PRO - Rugged Handheld	6.00 Each	0.00	0.00
18	E-CITATION TRAINING - 8 HOURS / 2 CLASSES MAX	1.00	750.00	750.00
19	E-CITATION CONFIGURATION / SETUP E-CITATION AGENCY / USER CONFIGURATION	1.00	1,000.00	1,000.00
20	E-CITATION SINGLE USER LICENSE - ANNUAL FEE ANNUAL SUBSCRIPTION - E-CITATION- SINGLE USER LICENSE	8.00 Each	500.00	4,000.00
21	1 Year E Citation License Promo	14.00	-500.00	-7,000.00

Sub Total	21,160.00
Total	**$21,160.00**

Notes

Thank you for allowing Peacemaker Technologies the opportunity to earn your Trust, Loyalty and Business.

Peacemaker Technologies qualifies as a Sole Source, or may be purchased through the following Nationwide Buying Cooperatives: Virginia Sheriff's Association and North Carolina Sheriff's Association.

Terms & Conditions

Hardware-as-a-Subscription - Requires agreement and governing body resolution. Equipment Refresh each 48 months with agreement continuation. $22,510.00 Estimated Annual Payment. Final quote provided by Government Capitol.

I, hereby agree to purchase All equipment and services set forth in this estimate. I understand that this estimate represents ALL

equipment and services being procured under this estimate and includes any and all commitments verbal or written. I understand that it is my responsibility to insure that the equipment and services contemplated in this estimate are complete and accurate. I understand additional charges will apply if additional equipment or services are added after acceptance of this estimate.

PLEASE SIGN AND RETURN TO:

ORDERS@PEACEMAKERTECH.COM

RESOLUTION NO. 57-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF JONATHAN BASHAM TO THE BOARD OF ZONING APPEALS FOR A ONE (1) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, the Board of Zoning Appeals for the Village of Perry is currently vacant and requires the appointment of members to staggered terms pursuant to Ordinance 1340-1 and Ohio Revised Code Section 713.11; and

WHEREAS, it is the desire of the Mayor and Council to fill these vacancies to ensure the proper functioning of the Board of Zoning Appeals; and

WHEREAS, the Mayor has recommended the appointment of Jonathan Basham to serve on the Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Jonathan Basham to the Village of Perry Board of Zoning Appeals is hereby confirmed for an initial one (1) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2027.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 58-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF JOSHUA BESHEARS TO THE BOARD OF ZONING APPEALS FOR A TWO (2) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, the Board of Zoning Appeals for the Village of Perry is currently vacant and requires the appointment of members to staggered terms pursuant to Ordinance 1340-1 and Ohio Revised Code Section 713.11; and

WHEREAS, it is the desire of the Mayor and Council to fill these vacancies to ensure the proper functioning of the Board of Zoning Appeals; and

WHEREAS, the Mayor has recommended the appointment of Joshua Beshears to serve on the Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Joshua Beshears to the Village of Perry Board of Zoning Appeals is hereby confirmed for an initial two (2) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2028.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 59-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF LAURA WOLKERSDORFER TO THE BOARD OF ZONING APPEALS FOR A THREE (3) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, the Board of Zoning Appeals for the Village of Perry is currently vacant and requires the appointment of members to staggered terms pursuant to Ordinance 1340-1 and Ohio Revised Code Section 713.11; and

WHEREAS, it is the desire of the Mayor and Council to fill these vacancies to ensure the proper functioning of the Board of Zoning Appeals; and

WHEREAS, the Mayor has recommended the appointment of Laura Wolkersdorfer to serve on the Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Laura Wolkersdorfer to the Village of Perry Board of Zoning Appeals is hereby confirmed for an initial three (3) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2029.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 60-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF DEBRA KELLER TO THE BOARD OF ZONING APPEALS FOR A FOUR (4) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, the Board of Zoning Appeals for the Village of Perry is currently vacant and requires the appointment of members to staggered terms pursuant to Ordinance 1340-1 and Ohio Revised Code Section 713.11; and

WHEREAS, it is the desire of the Mayor and Council to fill these vacancies to ensure the proper functioning of the Board of Zoning Appeals; and

WHEREAS, the Mayor has recommended the appointment of Debra Keller to serve on the Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Debra Keller to the Village of Perry Board of Zoning Appeals is hereby confirmed for an initial four (4) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2030.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 61-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF SHAYNE MILLER TO THE BOARD OF ZONING APPEALS FOR A FIVE (5) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, the Board of Zoning Appeals for the Village of Perry is currently vacant and requires the appointment of members to staggered terms pursuant to Ordinance 1340-1 and Ohio Revised Code Section 713.11; and

WHEREAS, it is the desire of the Mayor and Council to fill these vacancies to ensure the proper functioning of the Board of Zoning Appeals; and

WHEREAS, the Mayor has recommended the appointment of Shayne Miller to serve on the Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Shayne Miller to the Village of Perry Board of Zoning Appeals is hereby confirmed for an initial five (5) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2031.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 62-2026

A RESOLUTION APPOINTING LAURA WOLKERSDORFER TO THE LOCAL BOARD OF TAX REVIEW FOR A TWO (2) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, Ohio Revised Code Section 718.11 establishes a Local Board of Tax Review consisting of three (3) members; and

WHEREAS, pursuant to Ohio Revised Code Section 718.11, two (2) of the members of the Local Board of Tax Review shall be appointed by the legislative authority of the municipal corporation (Village Council) for a term of two (2) years; and

WHEREAS, the Local Board of Tax Review is currently vacant, and the Council of the Village of Perry desires to fill the seats under its appointing authority to ensure the proper functioning of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That Laura Wolkersdorfer is hereby appointed by the Council of the Village of Perry to the Local Board of Tax Review for a two (2) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2028.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 63-2026

A RESOLUTION APPOINTING DEBRA KELLER TO THE LOCAL BOARD OF TAX REVIEW FOR A TWO (2) YEAR TERM, COMMENCING NOVEMBER 12, 2026.

WHEREAS, Ohio Revised Code Section 718.11 establishes a Local Board of Tax Review consisting of three (3) members; and

WHEREAS, pursuant to Ohio Revised Code Section 718.11, two (2) of the members of the Local Board of Tax Review shall be appointed by the legislative authority of the municipal corporation (Village Council) for a term of two (2) years; and

WHEREAS, the Local Board of Tax Review is currently vacant, and the Council of the Village of Perry desires to fill the seats under its appointing authority to ensure the proper functioning of the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That Debra Keller is hereby appointed by the Council of the Village of Perry to the Local Board of Tax Review for a two (2) year term. Said term shall commence on November 12, 2026, and expire on November 11, 2028.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 64-2026

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JOSHUA BESHEARS TO THE LOCAL BOARD OF TAX REVIEW, EFFECTIVE NOVEMBER 12, 2026.

WHEREAS, Ohio Revised Code Section 718.11 establishes a Local Board of Tax Review consisting of three (3) members; and

WHEREAS, pursuant to Ohio Revised Code Section 718.11, one (1) member of the Local Board of Tax Review shall be appointed by the top administrative official of the municipal corporation (the Mayor) and shall serve at the discretion of said official; and

WHEREAS, the Local Board of Tax Review is currently vacant, and Mayor Elias Coss has appointed Joshua Beshears to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of Joshua Beshears to the Local Board of Tax Review by Mayor Elias Coss is hereby acknowledged and confirmed. Said appointment shall become effective on November 12, 2026, and pursuant to Ohio Revised Code Section 718.11, said appointee shall serve at the discretion of the Mayor with no designated term length.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 65-2026

A RESOLUTION CONFIRMING THE APPOINTMENT OF _____ TO THE VILLAGE OF PERRY PLANNING COMMISSION TO FILL THE UNEXPIRED TERM OF AMANDA GIAVONETTE.

WHEREAS, Amanda Giavonette was previously appointed to the Village of Perry Planning Commission for a five (5) year term via Resolution No. 46-2025, passed on August 13, 2025; and

WHEREAS, a vacancy currently exists on the Planning Commission due to the departure of Amanda Giavonette prior to the expiration of her term on August 14, 2031; and

WHEREAS, pursuant to Ohio Revised Code Section 713.01, the legislative authority of a village with a population of less than five thousand may provide that one of the appointed citizen members of the Planning Commission may reside outside the Village, provided they reside within the county in which the Village is located or an adjoining county; and

WHEREAS, it is the desire of the Mayor and Council to fill this vacancy to ensure the proper functioning of the Planning Commission; and

WHEREAS, the Mayor has recommended the appointment of _____ to serve the remainder of the unexpired term as a citizen member on the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, Ohio:

SECTION 1. That the appointment of _____ to the Village of Perry Planning Commission is hereby confirmed. Said appointment shall be to fill the unexpired term of Amanda Giavonette, which term shall expire on August 14, 2031.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

_____
ELIAS COSS, MAYOR

ADOPTED:_____

ATTEST:_____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 66-2026

A RESOLUTION AMENDING RESOLUTION NO. 51-2025 AND APPROVING THE PERMANENT APPROPRIATIONS FUNDS FOR THE VILLAGE OF PERRY, OHIO FOR THE YEAR 2026 AND DECLARING AN EMERGENCY.

WHEREAS, Council has previously approved the 2026 Village of Perry Permanent Appropriation on Resolution No. 51-2025, and amendments through Resolution No. 12-2026, No. 15-2026, No. 25-2026 No. 33-2026, No. 38-2026 and No. 43-2026;

WHEREAS, Council approved certain items within the provisions of said budget; and

WHEREAS, Council now wishes to make additional amendments to the Permanent Appropriation for Fiscal Year 2026, and as further detailed in Exhibit A, a twelve-page document attached and made a part hereof; and

WHEREAS, Council finds it is to be in the best interests of the residents of the Village that such Permanent Appropriations be amended, authorized and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. That the Fiscal Officer of the Village of Perry is hereby authorized, directed and approved to take all necessary steps to amend the permanent appropriations in the budget for the fiscal year 2026.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and prudent administration of Village affairs. Said resolution is necessary for the immediate preservation of the public, peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.

_____
Elias Coss, Mayor

ADOPTED: _____.

ATTEST:_____
John H. Roskos, Fiscal Officer

Exhibit A

Increase 1000-110-433-0000 Repairs and Maintenance of Motor Vehicles from $12,000 to $28,000 (due to failure of police cruiser engine not covered under warrant; final estimate is pending)

Increase 1000-110-100-1030 Personal Services{Police-Hourly Part/Time} from $110,459.00 to $116,459.00

Increase 1000-110-213-1030 Medicare{Police-Hourly Part/Time} from $1,605.00 to $1,692.00

Increase 1000-110-211-1030 Ohio Public Employees Retirement System{Police-Hourly Part/Time} from $15,500.00 to $16,340.00

Increase 1000-110-433-0100 Repairs and Maintenance of Motor Vehicles{Fuel & Oil} from $14,000.00 to $17,000.00 (due to higher expected fuel costs this year)

Decrease 1000-110-100-1020 Personal Services{Police-Hourly Full/Time} from $381,474.22 to $375,474.22

Decrease 1000-110-215-1020 Ohio Police and Fire Pension Fund{Police-Hourly Full/Time} from $75,153.00 to $73,983.00

Decrease 1000-110-213-1020 Medicare{Police-Hourly Full/Time} from $5,589.00 to $5,502.00

2026 APPROPRIATION- DRAFT
VILLAGE OF PERRY, LAKE COUNTY
***Expenses through 11/30/2025**

Account Code	Account Name	2026 Appropriation
1000 GENERAL FUND		
POLICE DEPARTMENT		
1000-110-100-1010	Personal Services{Police Chief}	$150,500.00
1000-110-100-1020	Personal Services{Police - Hourly Full/Time}	$375,474.22
1000-110-100-1025	Personal Services{Police-Hourly Full/Time}	$0.00
1000-110-100-1027	Personal Services{Full/Time Training}	$5,000.00
1000-110-100-1030	Personal Services{Police - Hourly Part/Time}	$116,459.00
1000-110-100-1035	Personal Services{Part/Time Training}	$0.00
1000-110-100-1050	Personal Services{Police - SRO Full/Time}	$0.00
1000-110-211-1030	Ohio Public Employees Retirement System{Police - Hourly Par}	$16,340.00
1000-110-213-0000	Medicare	$0.00
1000-110-213-1010	Medicare{Police Chief}	$2,182.00
1000-110-213-1020	Medicare{Police - Hourly Full/Time}	$5,502.00
1000-110-213-1027	Medicare{Full/Time Training}	$72.50
1000-110-213-1030	Medicare{Police - Hourly Part/Time}	$1,692.00
1000-110-215-1010	Ohio Police and Fire Pension Fund{Police Chief}	$17,275.00
1000-110-215-1020	Ohio Police and Fire Pension Fund{Police - Hourly Full/Time}	$73,983.00
1000-110-215-1027	Ohio Police and Fire Pension Fund{Full/Time Training}	$975.00
1000-110-215-1050	Ohio Police and Fire Pension Fund{Police - SRO Full/Time}	$0.00
1000-110-221-1010	Medical/Hospitalization{Police Chief}	$55,398.53
1000-110-221-1020	Medical/Hospitalization{Police - Hourly Full/Time}	$45,000.00
1000-110-223-1010	Dental Insurance{Police Chief}	$1,550.00
1000-110-223-1020	Dental Insurance{Police - Hourly Full/Time}	$1,112.00
1000-110-224-1010	Vision Insurance{Police Chief}	$378.00
1000-110-224-1020	Vision Insurance{Police - Hourly Full/Time}	$804.00
1000-110-228-0000	Health Care Reimbursement	$0.00
1000-110-228-1020	Health Care Reimbursement{Police - Hourly Full/Time}	$20,000.00
1000-110-270-0000	Uniforms and Clothing	$16,500.00
1000-110-300-0000	Contractual Services	$13,500.00
1000-110-321-3210	Telephone{Cell Phone}	$600.00

	1000-110-321-3220	Telephone{Dispatching/MTD's}	$51,250.00
	1000-110-348-0000	Training Services	$0.00
	1000-110-348-1010	Training Services{Police Chief}	$0.00
	1000-110-348-3485	Training Services{Range Usage}	$0.00
	1000-110-349-0000	Other - Professional and Technical Services	$9,500.00
	1000-110-391-0000	Dues and Fees	$1,000.00
	1000-110-420-0000	Operating Supplies and Materials	$1,500.00
	1000-110-433-0000	Repairs and Maintenance of Motor Vehicles	$28,000.00
	1000-110-433-0100	Repairs and Maintenance of Motor Vehicles{Fuel & Oil}	$17,000.00
	1000-110-440-0000	Small Tools and Minor Equipment	$4,000.00
	1000-110-540-0000	Machinery, Equipment and Furniture	$20,000.00
	1000-110-550-0000	Motor Vehicles	$73,000.00
MISCELLANEOUS			
	1000-210-640-0000	Payment to Another Political Subdivision	$25,000.00
	1000-230-600-0000	"Other Assistance to Needy-Other"	$0.00
PARKS DEPARTMENT			
	1000-310-311-0000	Electricity	$1,500.00
	1000-310-312-0000	Water and Sewage	$3,000.00
	1000-310-390-0000	Other Contractual Services	$5,000.00
	1000-310-398-0000	Garbage and Trash Removal	$1,500.00
	1000-310-420-0000	Operating Supplies and Materials	$3,000.00
	1000-310-420-3000	Operating Supplies and Materials{Parks Committee}	$850.00
	1000-310-510-0000	Land and Land Improvements	$7,000.00
	1000-310-510-3000	Land and Land Improvements{Parks Committee}	$1,150.00
	1000-310-530-0000	Buildings and Other Structures	$15,000.00
	1000-310-530-7160	Buildings and Other Structures {Pickleball}	$87,000.00
	1000-310-640-0000	Payment to Another Political Subdivision	$5,000.00
ZONING DEPARTMENT			
	1000-410-100-0000	Personal Services	$19,800.00
	1000-410-211-0000	Ohio Public Employees Retirement System	$2,772.00
	1000-410-213-0000	Medicare	$288.00
	1000-410-252-0000	Travel and Transportation	$600.00
	1000-410-322-0000	Postage	$300.00
	1000-410-325-0000	Advertising	$500.00
	1000-410-346-0000	Engineering Services	$0.00
	1000-410-349-0000	Other - Professional and Technical Services	$1,500.00

Account Code	Account Name	2026 Appropriation
ROAD DEPARTMENT		
1000-620-100-6210	Personal Services{Road Full/Time}	$12,603.20
1000-620-100-6220	Personal Services{Road Part/Time}	$86,399.80
1000-620-211-6210	Ohio Public Employees Retirement System{Road Full/Time}	$0.00
1000-620-211-6220	Ohio Public Employees Retirement System{Road Part/Time}	$12,181.00
1000-620-213-6210	Medicare{Road Full/Time}	$182.74
1000-620-213-6220	Medicare{Road Part/Time}	$1,253.26
1000-620-215-6210	Ohio Police and Fire Pension Fund{Road Full/Time}	$2,340.00
1000-620-221-6210	Medical/Hospitalization{Road Full/Time}	$0.00
1000-620-223-6210	Dental Insurance{Road Full/Time}	$0.00
1000-620-224-6210	Vision Insurance{Road Full/Time}	$0.00
1000-620-270-0000	Uniforms and Clothing	$1,200.00
1000-620-311-0000	Electricity	$2,000.00
1000-620-312-0000	Water and Sewage	$2,000.00
1000-620-313-0000	Natural Gas*	$2,500.00
1000-620-321-6210	Telephone{Road Full/Time}	$0.00
1000-620-348-0000	Training Services	$250.00
1000-620-392-0000	Buildings and Other Structures	$4,000.00
1000-620-399-0000	Other - Other Contractual Services	$1,000.00
1000-620-420-0000	Operating Supplies and Materials	$5,000.00
1000-620-420-0100	Operating Supplies and Materials{Fuel & Oil}	$7,000.00
1000-620-432-0000	Repairs and Maintenance of Machinery & Equip	$19,000.00
1000-620-433-0000	Repairs and Maintenance of Motor Vehicles	$14,580.00
1000-620-440-0000	Small Tools and Minor Equipment	$2,500.00
1000-620-550-0000	Motor Vehicles	$270,000.00
1000-620-555-0000	Streets, Highways, Sidewalks and Curbs	$0.00
1000-620-600-0000	Other	$420.00
1000-630-420-0000	Operating Supplies and Materials	$45,000.00
SEWERS		
1000-640-346-0000	Engineering Services	$0.00
1000-640-431-0000	Repairs and Maintenance of Buildings and Land	$0.00
MAYOR'S OFFICE		
1000-710-161-0000	Salary - Mayor	$13,000.00
1000-710-162-0000	Salaries- Mayor's Staff	$35,000.00

	1000-710-211-0000	Ohio Public Employees Retirement System	$6,800.00
	1000-710-213-0000	Medicare	$698.00
	1000-710-252-0000	Travel and Transportation	$700.00
	1000-710-252-7101	Travel and Transportation{Luncheon Meetings}	$1,500.00
	1000-710-270-0000	Uniforms and Clothing	$0.00
	1000-710-348-0000	Training Services	$1,500.00
	1000-710-391-0000	Dues and Fees	$100.00
COUNCIL BUDGET			
	1000-715-111-0000	Salaries - Council	$26,100.00
	1000-715-211-0000	Ohio Public Employees Retirement System	$3,393.60
	1000-715-212-0000	Social Security	$260.40
	1000-715-213-0000	Medicare	$379.00
	1000-715-252-0000	Travel and Transportation	$3,000.00
	1000-715-329-0000	Other-Communications, Printing & Advertising	$7,500.00
	1000-715-348-0000	Training Services	$1,000.00
	1000-715-391-0000	Dues and Fees	$0.00
	1000-715-399-0000	Other - Other Contractual Services	$35,000.00
	1000-715-399-7152	Other - Other Contractual Services{Website}	$1,000.00
	1000-715-410-0000	Office Supplies and Materials	$1,000.00
	1000-715-420-7150	Operating Supplies and Materials{Events & Strategic Plannin}	$6,500.00
FISCAL OFFICER			
	1000-725-121-0000	Salary - Clerk/Treasurer	$56,810.00
	1000-725-211-0000	Ohio Public Employees Retirement System	$7,954.00
	1000-725-213-0000	Medicare	$824.00
	1000-725-221-0000	Medical/Hospitalization	$0.00
	1000-725-223-0000	Dental Insurance	$0.00
	1000-725-224-0000	Vision Insurance	$0.00
	1000-725-228-0000	Health Care Reimbursement	$8,500.00
	1000-725-229-0000	Other - Insurance Benefits	$0.00
	1000-725-252-0000	Travel and Transportation	$3,000.00
	1000-725-322-0000	Postage	$600.00
	1000-725-348-0000	Training Services	$3,000.00
	1000-725-354-0000	Fidelity Bond Premiums	$250.00
	1000-725-391-0000	Dues and Fees	$1,500.00
	1000-725-410-0000	Office Supplies and Materials	$0.00
VILLAGE HALL			
	1000-730-311-0000	Electricity	$5,000.00

Account Code	Account Name	2026 Appropriation
1000-730-312-0000	Water and Sewage	$1,000.00
1000-730-313-0000	Natural Gas*	$3,000.00
1000-730-319-0000	Other - Utilities	$4,000.00
1000-730-352-0000	Property Insurance Premiums	$20,000.00
1000-730-353-0000	Liability Insurance Premiums	$0.00
1000-730-399-0000	Other - Other Contractual Services	$20,000.00
1000-730-410-0000	Office Supplies and Materials	$2,500.00
1000-730-420-0000	Operating Supplies and Materials	$3,000.00
1000-730-530-0000	Buildings and Other Structures	$0.00
MISCELLANEOUS		
1000-740-344-0000	Tax Collection Fees	$5,800.00
1000-745-342-0000	Auditing Services	$2,500.00
1000-745-343-0000	Uniform Accounting Network Fees	$4,000.00
LEGAL		
1000-750-141-0000	Salary - Legal Counsel	$33,000.00
1000-750-211-0000	Ohio Public Employees Retirement System	$4,620.00
1000-750-213-0000	Medicare	$479.00
1000-750-325-0000	Advertising	$2,500.00
1000-750-341-0000	Accounting and Legal Fees	$67,500.00
MISCELLANEOUS		
1000-765-344-7510	Tax Collection Fees{Rita Income Tax Retainer}	$68,278.22
1000-790-225-0000	Workers' Compensation	$12,000.00
1000-790-600-0000	Other- Other	$3,500.00
CAPITAL IMPROVEMENTS- OTHER		
1000-800-510-0000	Land and Land Improvements	$11,100.00
1000-800-520-0000	Equipment	$25,000.00
1000-800-530-0000	Buildings and Other Structures	$31,400.00
1000-800-550-0000	Motor Vehicles	$0.00
1000-800-555-0000	Streets, Highways, Sidewalks and Curbs	$35,000.00
1000-800-555-8621	Streets, Highways, Sidewalks and Curbs {Center Road}	$354,000.00
OTHER FINANCING USES/TRANSFERS ETC		
1000-910-910-0000	Transfers - Out	$25,000.00
1000-920-920-0000	Advances - Out	$0.00
1000-930-930-0000	Contingencies	$0.00
1000 GENERAL FUND	**TOTAL APPROPRIATIONS**	**$2,768,763.47**

2011 SCMR (STREET FUND)			
	2011-620-100-6210	Personal Services{Road Full/Time}	$0.00
	2011-620-211-6210	Ohio Public Employees Retirement System{Road Full/Time}	$0.00
	2011-620-213-6210	Medicare{Road Full/Time}	$0.00
	2011-620-346-0000	Engineering Services	$0.00
	2011-620-346-8622	Engineering Services {Green Street}	$35,000.00
	2011-620-396-0000	Streets, Highways, Curbs and Sidewalks	$0.00
	2011-620-420-0000	Operating Supplies and Materials	$0.00
	2011-620-431-0000	Repairs and Maintenance of Buildings and Land	$0.00
	2011-620-555-0000	Streets, Highways, Sidewalks and Curbs	$0.00
	2011-620-555-8622	Streets, Highways, Sidewalks and Curbs {Green Street}	$349,200.00
	2011-630-420-0000	Operating Supplies and Materials	$0.00
2011 SCMR	**TOTAL APPROPRIATIONS**		**$384,200.00**
2041 PARKS AND RECREATION			
	2041-310-420-0000	Operating Supplies and Materials	$0.00
2041 PARKS AND RECREATION	**TOTAL APPROPRIATIONS**		**$0.00**
2081 DRUG LAW ENFORCEMENT			
	2081-110-399-0000	Other - Other Contractual Services	$0.00
	2081-110-400-0000	Supplies and Materials	$0.00
2081 DRUG LAW ENFORCEMENT	**TOTAL APPROPRIATIONS**		**$0.00**
2151 CORONAVIRUS RELIEF FUND	**TOTAL APPROPRIATIONS**		**$0.00**
2152 AMERICAN RESCUE PLAN FUND	**TOTAL APPROPRIATIONS**		**$0.00**

Account Code	Account Name	2026 Appropriation
2271 ENFORCEMENT AND EDUCATION		
2271-110-100-0000	Personal Services	$0.00
2271-110-215-0000	Ohio Police and Fire Pension Fund	$0.00
2271-110-348-0000	Training Services	$0.00
2271-110-390-0000	Other Contractual Services	$0.00
2271-110-410-0000	Office Supplies and Materials	$0.00
2271-110-420-0000	Operating Supplies and Materials	$0.00
2271 ENFORCEMENT AND EDUCATION	**TOTAL APPROPRIATIONS**	**$0.00**
2272 ONEOHIO OPIOID SETTLEMENT		
	2272 "Other Expenses"	$6,138.25
2272 ONEOHIO OPIOID SETTLEMENT	**TOTAL APPROPRIATIONS**	**$6,138.25**
2901 MAYOR'S COURT COMPUTER	**TRANSFER OUT**	**$0.00**
2902 STREET LIGHTING		
2902-130-311-0000	Electricity	$53,000.00
2902-130-344-0000	Tax Collection Fees	$2,500.00
2902-130-390-0000	Other Contractual Services	$23,925.61
2902-130-690-0000	Other- Other	$0.00
2902 STREET LIGHTING	**TOTAL APPROPRIATIONS**	**$79,425.61**
2903 CANINE		
2903-110-100-0000	Personal Services	$6,100.00
2903-110-213-0000	Medicare	$90.00
2903-110-215-0000	Ohio Police and Fire Pension Fund	$1,190.00
2903-110-300-0000	Contractual Services	$14,119.73
2903-110-400-0000	Supplies and Materials	$80.27

2903 CANINE	**TOTAL APPROPRIATIONS**	**$21,580.00**
2904 SCHOOL RESOURCE OFFICER (SRO)		
2904-110-100-1050	Personal Services{Police - SRO Full/Time}	$106,000.00
2904-110-100-1060	Personal Services{Police - SRO Part/Time}*	$15,000.00
2904-110-211-1060	Ohio Public Employees Retirement System{Police - SRO Part/T}	$2,100.00
2904-110-213-0000	Medicare	$0.00
2904-110-213-1050	Medicare{Police - SRO Full/Time}	$1,540.00
2904-110-213-1060	Medicare{Police - SRO Part/Time}	$218.00
2904-110-215-0000	Ohio Police and Fire Pension Fund	$0.00
2904-110-215-1050	Ohio Police and Fire Pension Fund{Police - SRO Full/Time}	$20,670.00
2904-110-221-1050	Medical/Hospitalization{Police - SRO Full/Time}	$36,000.00
2904-110-223-1050	Dental Insurance{Police - SRO Full/Time}	$300.00
2904-110-224-1050	Vision Insurance{Police - SRO Full/Time}	$100.00
2904-110-228-0000	Health Care Reimbursement	$5,800.00
2904-110-270-1050	Uniforms and Clothing{Police - SRO Full/Time}	$0.00
2904-110-270-1060	Uniforms and Clothing{Police - SRO Part/Time}	$0.00
2904-110-348-0000	Training Services	$2,000.00
2904-110-420-0100	Operating Supplies and Materials{Fuel & Oil}	$0.00
2904-920-920-0000	Advances - Out	$0.00
2904 SCHOOL RESOURCE OFFICER (SRO)	**TOTAL APPROPRIATIONS**	**$189,728.00**
2905 SEVERANCE PAY	**TOTAL APPROPRIATIONS**	**$0.00**
2906 PUBLIC RIGHT OF WAY	**TOTAL APPROPRIATIONS**	**$0.00**
2907 PROPERTY MAINTENANCE		
2907-715-400-0000	Supplies and Materials	$7,000.00
2907-730-390-0000	Other Contractual Services	$25,000.00
2907 PROPERTY MAINTENANCE	**TOTAL APPROPRIATIONS**	**$32,000.00**
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING		

Account Code	Account Name	2026 Appropriation
2908-110-100-1027	Personal Services (Full/Time)	$2,380.00
2908-110-100-1035	Personal Services (Part/Time)	$1,000.00
2908-110-211-1035	Ohio Public Employees Retirement System{Part/Time Training}	$140.00
2908-110-213-2000	Medicare	$0.00
2908-110-213-1027	Medicare{Full/Time Training}	$35.00
2908-110-213-1035	Medicare{Part/Time Training}	$15.00
2908-110-215-1027	Ohio Police and Fire Pension Fund{Full/Time Training}	$462.18
2908-110-348-0000	Training Services	$2,000.00
2908-110-348-1010	Training Services{Chief}	$2,000.00
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING	**TOTAL APPROPRIATIONS**	**$8,032.18**
3101 DEBT SERVICE*	***Funds to be transferred from General Fund 1000**	
3101-850-710-0000	Principal	$12,312.50
3101-850-720-0000	Interest	$0.00
3101 DEBT SERVICE	**TOTAL APPROPRIATIONS**	**$12,312.50**
3102 CENTER STREET RECONSTRUCTION		
3102-850-710-0000	Principal	$5,000.00
3102-850-720-0000	Interest	$0.00
3102 CENTER STREET RECONSTRUCTION	**TOTAL APPROPRIATIONS**	**$5,000.00**
3103 MANCHESTER ROAD		
3103-850-710-0000	Principal	$3,546.40
3103 MANCHESTER ROAD	**TOTAL APPROPRIATIONS**	**$3,546.40**
3104 PROPERTY PURCHASE		
3104-850-710-0000	Principal	$0.00
3104-850-720-0000	Interest	$0.00

3104 PROPERTY PURCHASE	**TOTAL APPROPRIATIONS**		**$0.00**
3105 PERRY JEDD BOND			
	3105-850-710-0000	Principal	$40,000.00
	3105-850-720-0000	Interest	$45,000.00
	3105-850-780-0000	Issuance Costs	$0.00
	3105-850-790-0000	Other - Debt Service	$0.00
3105 PERRY JEDD BOND	**TOTAL APPROPRIATIONS**		**$85,000.00**
4901 CAPITAL PROJECTS			
	4901-800-510-0000	Land and Land Improvements	$0.00
	4901-800-530-0000	Buildings and Other Structures	$0.00
	4901-800-540-0000	Machinery, Equipment and Furniture	$0.00
	4901-800-555-8621	Streets, Highways, Sidewalks and Curbs {Center Road}	$150,000.00
	4901-800-555-8622	Streets, Highways, Sidewalks and Curbs {Green Street}	$400,800.00
	4901-800-560-8622	Utility Distribution Systems {Green Street}	$1,100,000.00
4901 CAPITAL PROJECTS	**TOTAL APPROPRIATIONS**		**$1,650,800.00**
4902 CAPITAL EQUIPMENT			
	4902-800-520-8620	Equipment{Street - Capital}	$0.00
	4902-800-540-8110	Machinery, Equipment and Furniture{Police - Capital}	$0.00
	4902-800-550-8110	Motor Vehicles{Police - Capital}	$0.00
	4902-800-550-8620	Motor Vehicles{Street - Capital}	$0.00
	4902-910-910-0000	Transfers Out	$0.00
4902 CAPITAL EQUIPMENT	**TOTAL APPROPRIATIONS**		**$0.00**
9201 PERRY JEDD {CUSTODIAL FUND}			
	9201-882-600-7500	Other{Rita Income Tax}	$0.00
	9201-882-600-7510	Other{Rita Income Tax Retainer}	$0.00

9201 PERRY JEDD {CUSTODIAL FUND}	**TOTAL APPROPRIATIONS**	$0.00
9902 MAYOR'S COURT FUND {CUSTODIAL FUND}	**TRANSFERS OUT**	**$0.00**
	TOTAL ALL FUNDS APPROPRIATIONS*	**$5,246,526.41**

BUDGET NOTES	
GENERAL FUND OPERATING EXPENSES	$1,920,263.47
GENERAL FUND CAPITAL/EQUIPMENT EXPENSES	$848,500.00
POLICE PERSONNEL EXPENSE CHANGE	$99,082.77
POLICE OTHER EXPENSE CHANGE	$41,245.00
ROAD DEPARTMENT PERSONNEL EXPENSE CHANGE	$6,311.00
ROAD DEPARTMENT OTHER EXPENSE CHANGE*	$278,750.00
*Includes new truck	
ADMIN PERSONNEL EXPENSE CHANGE**	$51,122.67
ADMIN OTHER EXPENSE CHANGE**	$80,970.00
**Mayor, Council, Zoning, Solicitor, Fiscal Officer Dept	
Includes Proposed Admin Assistant Position and	

ORDINANCE NO. 2026-14

AN ORDINANCE DOCUMENTING AND RECORDING THE COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE VILLAGE OF PERRY, OHIO DURING FISCAL YEAR 2027, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the provisions of the Codified Ordinances of the Village of Perry, Ohio, as well as the provisions of the Ohio Revised Code, the Village employs certain officials and employees; and

WHEREAS, the Village is required to provide for the annual salaries and wages of certain officials and employees; and

WHEREAS, Council finds it to be in the best interests of the residents of the Village to provide for such at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, AND STATE OF OHIO:

SECTION 1. That, effective January 1, 2027, the annual salaries and wages of certain officials and employees of the Village are hereby approved as are more specifically set forth in Exhibit A (a two page document that is attached hereto and made a part hereof); and further, are hereby administratively recorded for departmental use.

SECTION 2. That prior salaries and wages in conflict with this Ordinance are hereby repealed.

SECTION 3. That all formal actions of this Council concerning the passage of this ordinance were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the need to manage the financial affairs of the Village in prudent and responsible manner. Said ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry and shall go into effect at the earliest period allowable by law.

_____

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

ORDINANCE NO. 2026-14
"EXHIBIT A"

JOB CLASSIFICATIONS – SALARY RANGES

The following is a listing of job classifications in which there is included for each job classifications a salary guide to be considered in determining the amount of compensation to be paid to a person filling any such classified positions.

ADMINISTRATIVE EXEMPT POSITIONS*:	SALARY
Mayor	$13,000.00 or ($1,083.33 per month)
Council Pro-Tempore	$ 5,100.00 or ($425.00 per month)
Council Members	$ 4,200.00 or ($350.00 per month)

NON-EXEMPT POSITIONS:	HOURLY RANGE PAY
POLICE DEPARTMENT	
Patrol Officer Step 1	$ 34.00
Patrol Officer Step 2	$ 34.51
Patrol Officer Step 3	$ 35.03
Patrol Officer Step 4	$ 35.55
Patrol Officer Step 5	$ 36.09
Sergeant	$ 37.09
Lieutenant	$ 40.65
Canine Handler	$ 40.65
Shift Differential (Night Shift) Additional/hour	$ 0.75

Additional Compensation for Exceptional Service: In addition to the hourly range pay established for the Police Department, the Mayor is granted the authority to approve a supplementary bonus payment to any police officer contingent upon available appropriated funds. Such payment shall be strictly for the purpose of recognizing outstanding merit, exceptional work, or the assumption of temporary higher-level responsibilities, and shall not permanently alter the officer's established base rate of pay. Any such bonus awarded under this provision shall not exceed a maximum of $4,000.00 per instance, plus any corresponding employer-mandated benefit contributions (such as OP&F) required by law.

ROAD DEPARTMENT

Part-Time Road Labor	$	20.00
Part-Time Snow Plow	$	26.50

Part-Time Road Labor or Snow Removal On-Call- a minimum 4 hours pay at $ 25.00 per hour (actual hours are worked are paid in addition to these on-call hours)

CDL License	Additional/hour	$	2.00

ADMINISTRATION

Administrative Assistant	$	22.00 to 24.00

NOTE: See employee handbook for complete explanation for Comp-time, Holiday, Vacation and Sick time on how earn and used, as well as calculation of Overtime Hours.

***Other administrative positions not listed here are governed by separate contracts.**

ORDINANCE NO. 2026-15

AN ORDINANCE ADOPTING THE VILLAGE OF PERRY EMPLOYEE HANDBOOK, ESTABLISHING PERSONNEL POLICIES AND PROCEDURES, REPEALING PRIOR CONFLICTING POLICIES, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Perry determines that it is necessary and in the best interest of the Village to establish, maintain, and update comprehensive personnel policies and procedures for its employees; and

WHEREAS, an updated "Village of Perry Employee Handbook" has been prepared to clearly define workplace policies, employee benefits, and general codes of conduct in compliance with current state and federal laws; and

WHEREAS, the Village Council desires to formally adopt this Employee Handbook to govern the employment relationship between the Village and its personnel; and

WHEREAS, it is necessary that this Ordinance take effect immediately so that the Village administration has sufficient time to distribute the handbook, secure employee acknowledgments, and implement the necessary payroll procedures prior to the first pay period of 2027.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Perry, Lake County, Ohio, that:

SECTION 1. The document entitled "Village of Perry Employee Handbook," a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted and approved as the official personnel policy manual for the Village of Perry.

SECTION 2. The Mayor, or his/her designee, is hereby authorized to make minor administrative, procedural, or formatting amendments to the Employee Handbook from time to time as may be necessary to ensure continued compliance with state and federal law, and for the efficient daily administration of Village operations.

SECTION 3. Notwithstanding the authority granted in Section 2, any amendments, additions, or modifications to the Employee Handbook that alter employee compensation, wage scales, paid leave accruals, fringe benefits, or that otherwise have a direct financial impact on the Village budget, are prohibited without the prior approval of the Village Council.

SECTION 4. This Ordinance and the Employee Handbook adopted herein shall supersede, replace, and repeal any and all prior personnel policies, manuals, handbooks, ordinances, or resolutions previously adopted by the Village of Perry to the extent that they conflict with the provisions set forth in the new Employee Handbook.

SECTION 5. The policies, procedures, and benefit structures outlined within the attached "Village of Perry Employee Handbook" shall actively apply to Village personnel beginning with the first pay period of 2027, which is payable on January 14, 2027.

SECTION 6. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Perry; the reason for the emergency being the immediate necessity to authorize and establish updated personnel policies to allow for adequate administrative preparation and distribution prior to the first pay period of 2027.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds (2/3) of all members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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ELIAS COSS, MAYOR

ADOPTED: _____.

ATTEST:_____

JOHN H. ROSKOS, FISCAL OFFICER

ORDINANCE NO. 2026-16

AN ORDINANCE PROHIBITING THE ACQUISITION, USE, CONTRACTS, AND SUBSCRIPTIONS OF AUTOMATIC LICENSE PLATE READER SYSTEMS WITHIN THE VILLAGE OF PERRY, OHIO, PROHIBITING MUNICIPAL CONTRACTS FOR SUCH SYSTEMS AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Perry, Ohio finds that privacy and constitutional rights of residents and visitors are fundamental liberties deserving protection, and;

WHEREAS, Automatic License Plate Reader ("ALPR") systems continuously collect, store, analyze, and share information regarding the movements of all individuals, vehicles, and individuals associated with those vehicles, regardless of whether those individuals are suspected of a crime, and;

WHEREAS, mass collection of data creates detailed records of individuals' activities, associations, participation in events, and other constitutionally protected conduct, and;

WHEREAS, such surveillance has the potential to inhibit free speech, peaceful assembly, and other rights and freedoms guaranteed by the United States Constitution, and;

WHEREAS, the Village of Perry, Ohio has an interest in protecting residents from unnecessary government surveillance while encouraging responsible public safety practices.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Perry, County of Lake, State of Ohio, that:

SECTION 1. DEFINITIONS:

Automatic License Plate Reader (ALPR) System means any camera, software, hardware, artificial intelligence, or other technology capable of photographing, scanning, identifying, recognizing, recording, and/or analyzing a vehicle, and/or vehicle license plate to create a searchable record database. Definition includes but is not limited to:

- Flock Safety systems
- Other private companies similar to Flock Safety systems
- Fixed ALPR cameras
- Mobile ALPR cameras
- Trailer or vehicle mounted ALPR cameras
- Artificial Intelligence powered vehicle recognition systems
- Cloud-based ALPR systems

SECTION 2. The installation or use of Automatic License Plate Reader System (ALPR) in the Village of Perry, Ohio is hereby prohibited.

SECTION 3. No elected official, officer, employee, or department of the Village of Perry, Ohio shall:

- Purchase,
- Lease,
- Rent,
- Contract with,
- Install,
- Access,
- Subscribe to,
- Receive in donation, or
- Participate in any data sharing agreement involving Automatic License Plate Reader Systems in the Village of Perry, Ohio. No Village funds shall be used for any of these purposes.

SECTION 4. EXCEPTIONS:

This ordinance shall not prohibit:

- Dash cameras not capable of automatic license plate recognition
- Security cameras that record video without license plate recognition capabilities
- Traffic cameras that do not capture and store license plate data
- Body cameras for law enforcement
- Traffic law photo-monitoring devices—speed safety cameras (SSC), automated speed enforcement systems (ASE), and traffic enforcement cameras
- An automatic license plate reader system and data may be used by a Village of Perry, Ohio elected official, officer, employee, or department: For the comparison of captured plate data with data held by the Department of Motor Vehicles, the state Criminal Justice Information System, the FBI Kidnappings and Missing Persons list, and with license plate numbers that have been manually entered into a state or local automatic license plate reader system database upon an officer's determination that the license plate numbers are relevant and material to an investigation of a vehicle that is:
- Registered to an individual for whom there is an outstanding felony warrant;
- Associated with a missing person;
- Stolen;
- Related to or involved in a felony.

WHEREFORE, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

ADOPTED:_____ _____

Elias Coss, Mayor

ATTEST:_____

John H. Roskos, Fiscal Officer