CITY OF
PERRYSBURG

CITY OF PERRYSBURG
CITY COUNCIL
AGENDA
November 15, 2022

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of November 1, 2022
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
    a. Mayor

        1.) A motion to appoint Julie BredenbeckCorp to serve on the Board of Income Tax Review. This is for a vacancy that expires on 12/31/2022. Julie met with the Finance & Economic Development Committee on November 8, 2022 and they unanimously voted to send her appointment forward to City Council for confirmation.

        2.) A motion to appoint Marty Pennington to serve on the Citizen's Park & Recreation Advisory Committee. This is for a vacancy that expires on 12/31/2022. Marty met with the Recreation Committee on November 8, 2022 and they unanimously voted to send his appointment forward to City Council for confirmation.

        3.) A motion to appoint Mark Schrock to serve on the Citizen's Park & Recreation Advisory Committee. This is for a vacancy that expires on 12/31/2023. Marty met with the Recreation Committee on November 8, 2022 and they unanimously voted to send his appointment forward to City Council for confirmation.

        4.) A motion to appoint Robert BredenbeckCorp to serve on the Historic Landmarks Commission. This is for a vacancy that expires on 12/31/2022. Robert met with the Planning & Zoning Committee on November 2, 2022 and they unanimously voted to send his appointment forward to City Council for confirmation.

    b. City Administrator
    c. Finance Director
    d. Law Director

Request executive session to discuss pending litigation.

8. President of Council Report
9. Committee Reports

a. Finance & Economic Development

Res 91-2022 (Dental)

RESOLUTION 91-2022

AUTHORIZING AN AGREEMENT WITH DELTA DENTAL FOR THE PROVISION OF DENTAL INSURANCE COVERAGE FOR THE CITY OF PERRYSBURG FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

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

Res 92-2022 (Health Insurance)

RESOLUTION 92-2022

A RESOLUTION AUTHORIZING CITY HEALTH INSURANCE COVERAGE ADMINSTRATION AGREEMENTS THROUGH UNITED HEALTHCARE BENEFIT ADMINISTRATORS AND RELATED ENTITITES AND DECLARING AN EMERGENCY

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

Res 93-2022 (Audit)

RESOLUTION 93-2022

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS ($31,600) FOR THE 2022 AUDIT

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

Res 94-2022 (Then&Now)

RESOLUTION 94-2022

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF SIXTY-ONE THOUSAND SEVENTEEN DOLLARS AND SIXTY SEVEN CENTS ($61,017.67) AS ATTACHED IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Res 95-2022 (Donation)
RESOLUTION 95-2022

A RESOLUTION DECLARING INTERIOR DOORS LOCATED AT 213 WEST INDIANA AVE., PERRYSBURG, OHIO NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

Res 96-2022 (Online Auction)
RESOLUTION 96-2022

A RESOLUTION DECLARING THE INTENT AND AUTHORIZING THE SALE OF MUNICIPALLY OWNED PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, DURING THE CALENDAR YEAR 2023 BY INTERNET AUCTION

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

Ord 59-2022 (2022 Budget Adjustments)
ORDINANCE 59-2022

AN ORDINANCE AMENDING ORDINANCE 54-2021 PREVIOUSLY AMENDED BY ORDINANCES 4-2022, 8-2022, 43-2022 & 53-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2022 AND DECLARING AN EMERGENCY

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

Ord 60-2022 (Code Publication)
ORDINANCE 60-2022

TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED

CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; FROM 2021, AND DECLARING AN EMERGENCY.

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

Ord 56-2022 (2023 Budget)

ORDINANCE 56-2022

MAKING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

2nd Reading, no vote required

b. **Safety**

c. **Recreation**

d. **Planning & Zoning**

Ord 61-2022 (Annexation)

ORDINANCE 61-2022

ACCEPTING THE PETITION OF FIVE POINTS INVESTMENT LLC, AGENT STEPHEN R. MITCHELL, FOR ANNEXATION INTO THE CITY

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

Ord 62-2022 (Rezoning)

ORDINANCE 62-2022

AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO PERMINENT ZOING REGARDING THE FUZINSKI ANNEXATION

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

e. **Personnel**

f. **Public Utilities**

g. **Service**

Res 97-2022 (Street Trees)

RESOLUTION 97-2022

A RESOLUTION AWARDING A BID AND AGREEMENT TO NORTH

BRANCH NURSERY, INC., IN AN AMOUNT OF ONE HUNDRED TWO THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS ($102,522.00) FOR STREET TREES FOR 2022 AND DECLARING AN EMERGENCY

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

Res 82-2022 (Mun. Building)

RESOLUTION 82-2022

ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($155,000.00) FOR THE FIRST PHASE OF THE NEW MUNICIPAL BUILDING PROJECT; AND DECLARING AN EMERGENCY

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

10. Other Business
11. Adjournment

TO:	Mayor Mackin President Smith Members of City Council
FROM:	Kathryn Sandretto, Law Director
RE:	Resolution 91-2022
DATE:	November 15, 2022

Subject Matter/Background

A Resolution authorizing the acceptance of a new quote from Delta Dental of Ohio for employee dental insurance coverage. The current dental insurance coverage runs until March 31, 2023, however, Delta Dental has extended an offer that begins on January 1, 2023, which locks in the current rate for a two year period as opposed to the current yearly plan. This change will also mean the renewal period for dental is on a calendar year like the health insurance.

Financial Review

The costs of health and dental insurance have been included within the budget. Those budgeted figures can accommodate the renewal quote.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules and suspend the three readings, and authorize this resolutions as a non-emergency is requested.

Dental Insurance Comparison - City of Perrysburg

1-Jan-23

		Delta Dental			Aetna		Anthem		Superior Dental		United Health Care	
		Network	Premier	Non-Network	Network	Non-Network	Network	Non-	Network	Non-	Network	Non-Network
Dental Benefits												
Preventive I		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Basic II		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Major III		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Deductible		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Annual Maximum		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Ortho IV		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Ortho Max		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Ortho Age Limit		No age limit			No age limit		No age limit		No age limit		No age limit	
Ded Applies		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
U&C		OON Paid at Proprietary Fee Schedule				80th		90th		90th		90th
Rates		CURRENT	2 Years		3 Years		2 Years		2 Years			
Employee	56	$26.60	$26.60		$25.67		$28.06		$26.07			
Family	131	$82.13	$82.13		$79.27		$86.64		$80.49			
	187											
Monthly Premium		$12,248.63	$12,248.63		$11,821.89		$12,921.20		$12,004.11		$0.00	
Annual Premium		$146,983.56	$146,983.56		$141,862.68		$155,054.40		$144,049.32		$0.00	
Rate Change			0.00%		-3.48%		5.49%		-2.00%			

1/1/23 Renewal date change, rate hold, and 2 year contract

Bundle is 1.5% off fully insured medical or -1.20 PEPM off ASO medical

Bundle is $1 pepm billing credit (off medical invoice)

DELTA DENTAL®

Delta Dental PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0558-1001, 1099
City of Perrysburg

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%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Basic Services			
Radiographs – X-rays	50%	50%	50%
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* 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 or Delta Dental approves 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 not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on 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 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 – $1,500 per Member total per Benefit Year on all services except orthodontic services. $2,000 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible – None.

Waiting Period – Enrollees who are eligible for Benefits are covered on the first day of the month following 30 days of continuous employment.

Eligible People – All full-time employees of the Contractor who choose the dental plan (1001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1099).

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried full time student to the end of the calendar year in which they turn 24 and eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

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

RESOLUTION 91-2022

AUTHORIZING AN AGREEMENT WITH DELTA DENTAL FOR THE PROVISION OF DENTAL INSURANCE COVERAGE FOR THE CITY OF PERRYSBURG FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Perrysburg offers dental insurance coverage to the employees of the City pursuant to Perrysburg Codified Ordinance §266.09-1(E); and,

WHEREAS, the current dental insurance plan under Delta Dental expires on March 31, 2023, however Delta Dental has extended an offer of a two (2) year plan that would not increase current premium rates over the plan's duration; and,

WHEREAS, this alternative plan begins on January 1, 2023 and runs until December 31, 2024.

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

SECTION 1. The Mayor and Director of Finance are authorized to execute the necessary documents to enter into an Agreement with Delta Dental of Ohio for the provision of dental insurance coverage for the City of Perrysburg for the period of January 1, 2023 through December 31, 2024 as represented in Exhibit A.

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

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

____
President of Council

____
Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: __________________________

Kathryn Sandretto
LAW DIRECTOR

DELTA DENTAL
P.O. Box 30416
Lansing, MI 48909-7916
https://www.DeltaDentalOH.com

October 21, 2022

Mr. Ken Widdel
1070 Commerce Dr Bldg 3
Perrysburg, OH 43551-5259

Dear Mr. Widdel,

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,

Sarah Y Rossen

Sarah Y Rossen
Senior Account Manager

Enclosures:
0558-1001, 1099 City of Perrysburg

DELTA DENTAL OF OHIO
Fifth Third Center, Suite 2600
600 Superior Ave. East
Cleveland, OH 44114

DELTA DENTAL
P.O. Box 30416
Lansing, MI 48909-7916
https://www.DeltaDentalOH.com

Mr. Matthew Holzemer
Savage & Associates Inc.
655 Beaver Creek Circle
Maumee, OH 43537

DELTA DENTAL OF OHIO
Fifth Third Center, Suite 2600
600 Superior Ave. East
Cleveland, OH 44114

DELTA DENTAL
P.O. Box 30416
Lansing, MI 48909-7916
https://www.DeltaDentalOH.com

October 21, 2022

Amber Rathburn
Director of Finance
City of Perrysburg
201 W Indiana Ave
Perrysburg, OH 43551-1525

Re: Dental Plan Rate Review, Group #0558-1001, 1099

Dear Amber Rathburn,

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.

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 enclosed 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.

If your coverage or budget goals have changed, please contact Mr. Ken Widdel or me for more plan design options. We can administer many different plan designs to suit your needs and provide you with a comprehensive analysis of how any changes would affect your rates. Benefit changes can be effective at your renewal, but you must request them no later than 15 days prior to your plan's renewal date.

Please call me at (216) 706-1214 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,

Sarah Y Rossen

Sarah Y Rossen
Senior Account Manager

cc: Mr. Ken Widdel
cc: Mr. Matthew Holzemer

DELTA DENTAL OF OHIO
Fifth Third Center, Suite 2600
600 Superior Ave. East
Cleveland, OH 44114

Delta Dental of Ohio

Renewal Rates for City of Perrysburg #0558

Effective January 1, 2023

Rates - Non-Retention		
Rates per enrollee per month	**Current Rate(s)** April 1, 2022 through December 31, 2022	**Renewal Rate(s)** January 1, 2023 through December 31, 2024
Enrollee only	$26.60	$26.60
Enrollee with one or more dependents	$82.13	$82.13
Overall Percent Change	0.00%	

Rating Requirements
Minimum client contributions: 90 percent for employee and 90 percent for dependent(s).
Tied to medical: No
Covered Persons choosing this dental plan are required to remain enrolled for a period of 12 months. Should a Covered Person choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

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 two 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 ID cards.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalOH.com.
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: ➢ 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 not a Covered Service. ➢ Composite resin (white) restorations are payable on posterior teeth. ➢ Porcelain and resin facings on crowns are optional treatment on 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 major life activity.

Delta Dental of Ohio
Dental Benefit Highlights for
City of Perrysburg #0558

Delta Dental PPO™ (Point-of-Service) *Coverage effective **January 1, 2023***	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Basic Services			
Radiographs - X-rays	50%	50%	50%
Minor Restorative Services - fillings and crown repair	50%	50%	50%
Endodontic Services - root canals	50%	50%	50%
Periodontic Services - to treat gum disease	50%	50%	50%
Oral Surgery Services - extractions and dental surgery	50%	50%	50%
Major Restorative Services - crowns	50%	50%	50%
Other Basic Services - misc. services	50%	50%	50%
Relines and Repairs - to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

** 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 or Delta Dental approves and you are responsible for that difference.*

Maximum Payment – $1,500 per Member total per Benefit Year on all services except orthodontic services. $2,000 per Member total per lifetime on orthodontic services.

Deductible – None.

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®

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.

Delta Dental Contract
For
City of Perrysburg

This Contract ("Contract") is entered into by and between City of Perrysburg (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2023, the ("Effective Date").

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. 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 of the subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2023

B. **First Renewal Date:** January 1, 2025

C. **Client Number:** 0558-1001, 1099

D. **Rate(s):**

Enrollee only - $26.60 per month per Enrollee

Enrollee with one or more dependents - $82.13 per month per Enrollee

These rates are contingent upon the enrollment of a minimum of 75 percent of the eligible members of the defined group and their eligible dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL PLAN OF OHIO, INC.

BY: ______________________

President and CEO

DATE: October 21, 2022

CONTRACTOR

BY: ______________________

(Authorized Signature)

____

(Title)

BY: ______________________

(Witnessed By)

____

(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.

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

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.

SECTION III. Eligibility

A. 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.

B. 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.

C. 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.

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.

D. 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.D. 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.D.

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, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.

7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. 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 and the dental care certificate as long as coverage is provided under this Section III.D.

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.

E. 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 or Plan Sponsor 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. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium 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 ten percent (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 (6) 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, and all privacy notices 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 sixty (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. Indemnification.

1. Contractor agrees to defend, indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees 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) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.

2. Delta Dental agrees to defend, indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees 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) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.

3. A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

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

R. 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.

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

T. 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.

U. 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.

V. 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 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.

W. 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.

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 indemnify and 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 indemnify and 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 thirty (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 ten percent (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 thirty (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 PPO™ (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0558-1001, 1099
City of Perrysburg

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%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Basic Services			
Radiographs – X-rays	50%	50%	50%
Minor Restorative Services – fillings and crown repair	50%	50%	50%
Endodontic Services – root canals	50%	50%	50%
Periodontic Services – to treat gum disease	50%	50%	50%
Oral Surgery Services – extractions and dental surgery	50%	50%	50%
Major Restorative Services – crowns	50%	50%	50%
Other Basic Services – misc. services	50%	50%	50%
Relines and Repairs – to prosthetic appliances	50%	50%	50%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* 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 or Delta Dental approves 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 not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on 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 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 – $1,500 per Member total per Benefit Year on all services except orthodontic services. $2,000 per Member total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following 30 days of continuous employment.

Eligible People – All full-time employees of the Contractor who choose the dental plan (1001) and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1099).

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependent unmarried full time student to the end of the calendar year in which they turn 24 and eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits –If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

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

Delta Dental PPO™

Our national PPO program

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.

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.

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.

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 Policies

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.

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) 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 (1) 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.
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 and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
12. 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.
13. 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.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. 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.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Caries preventive medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
21. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
22. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
23. Veneers.
24. Prefabricated crowns used as final restorations on permanent teeth.
25. 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.
26. Implant/abutment supported interim fixed denture for edentulous arch.
27. Soft occlusal guard appliances.

28. Paste-type root canal fillings on permanent teeth.
29. Replacement, repair, relines, or adjustments of occlusal guards.
30. Chemical curettage.
31. Services associated with overdentures.
32. Metal bases on removable prostheses.
33. The replacement of teeth beyond the normal complement of teeth.
34. Personalization or characterization of any service or appliance.
35. Temporary crowns used for temporization during crown or bridge fabrication.
36. Posterior bridges in conjunction with partial dentures in the same arch.
37. Precision abutments, attachments and stress breakers.
38. 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 and periodontal or implant bone grafting.
39. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
40. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
41. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
42. Myofunctional therapy.
43. Mounted case analyses.
44. Molecular, antigen or antibody testing for a public health related pathogen.
45. Vaccinations.
46. Bone replacement grafts when performed in conjunction with a hemisection.
47. Fabrication, adjustment or repair of sleep apnea appliances.
48. Any and all taxes applicable to the services.
49. 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 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.
14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. 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.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. 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.

24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation 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.
26. Scaling and debridement in the presence of inflammation or 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 or debridement of a peri-implant defect.
27. Full mouth debridement, when done on the same day as a comprehensive evaluation.
28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, preventive resin restoration or interim caries arresting medicament performed on the same tooth.
29. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
30. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.
31. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
32. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
33. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
34. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
35. Capture only images which are not associated with any interpretation or reporting.
36. 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.
37. Implant removal when performed within three (3) months of an implant/mini-implant on the same tooth by the same dentist or dental office.
38. Scaling and root planing when performed on the same day as surgical root repair or exposures.
39. Surgical repair or exposure of root when performed on the same day as endodontic or periodontal surgical procedures.
40. Intraorifice barriers.
41. Excision of benign lesions when performed in the same area and on the same day as another surgical procedure by the same dentist or dental office.
42. 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 include 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, 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 8 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. Hard full or partial arch occlusal guards are payable once in a lifetime.
15. 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.
16. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36-month period.
17. 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 lifetime per tooth or area.
    h. Implant maintenance is payable once per any 12-month period.
    i. Removal of a broken implant retaining screw is payable once in a five-year period.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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. Resin, porcelain fused to metal, and porcelain crowns (including implant crowns), bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.
    b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
    c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
    d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
    e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
    f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.

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

h. 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.

23. Maximum Payment:

    a. All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.

24. 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.

25. Caries risk assessments are payable once in any 12-month period for Members age 3-18.

26. Assessments of salivary flow by measurement are payable once in any 36-month period.

27. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period.

28. A sealant, sealant repair, preventive resin restoration or interim caries arresting medicament is not payable when done on the same day as restoration involving the occlusal surface.

29. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five (5) applications per day.

30. Sealants are covered once per tooth per lifetime on first permanent molars for Members age 9 and under.

31. Sealants are covered once per tooth per lifetime on second permanent molars for Members age 14 and under.

32. One cone beam CT is allowed within a 12-month period except when performed for TMD treatment.

33. Restorations performed within two (2) months of caries arresting medicament.

34. 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. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. 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.
12. A sealant, sealant repair, preventive resin restoration 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.
13. A sealant, sealant repair or preventive resin restoration is not payable when performed within 24 months of a sealant, sealant repair or preventive resin restoration performed on the same tooth.
14. One caries risk assessment is allowed on the same date of service.
15. One caries risk assessment is allowed within a 12-month period when done by the same dentist/dental office.
16. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office
17. 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 governs 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 percent 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 percent 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. 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.
2. 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.
3. 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.
4. Notwithstanding numbers 1, 2, and 3 above, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
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, 800-870-9988, 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

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 Provider 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 Provider 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 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

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Resolution 92-2022

DATE: November 15, 2022

Subject Matter/Background

This Resolution authorizes the city health insurance coverage for 2023 administered through United Healthcare.

Adoption of this legislation will permit the Administration to execute the necessary documentation to enroll employees in the health insurance program for 2023. The benefit levels in the current proposal remain the same as 2022.

Financial Review

This resolution has been reviewed and is the 2023 budget.

Legal Review

This item has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend rules, suspend the three reading and authorize this Ordinance as an emergency measure is appropriate. An Emergency is requested to ensure timely signing of the contract.

Health Insurance Comparison - City of Perrysburg

January 1, 2023 - December 31, 2023

	UHC Current PPO		UHC Renewal PPO		UHC Alternative Plan HSA		UHC Alternative Plan HSA	
Specific Contract	Paid / 12		Paid / 12		Paid / 12		Paid / 12	
Specific Deductible	$100,000		$100,000		$100,000		$100,000	
Network	UHC		UHC		UHC		UHC	
Medical Benefits	In Network	Out Network	In Network	Out Network	In Network	Out Network	In Network	Out Network
Deductible	250/500	250/500	250/500	250/500	2000/4000	4000/8000	3000/6000	6000/12000
Co-Insurance	80%	60%	80%	60%	100%	80%	100%	80%
Out-of-pocket Limit	1250/2500	2500/5000	1250/2500	2500/5000	4000/8000	8000/16000	6000/12000	12000/24000
Office Visit Copay	20% after ded	40% after ded	20% after ded	40% after ded	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Urgent Care	20%after ded	40% after ded	20%after ded	40% after ded	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Emergency Room	20% after ded	20% after ded	20% after ded	20% after ded	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Prescription								
Retail	20% coinsurance		20% coinsurance		Ded & Coins		Ded & Coins	
Mail Order	20% coinsurance		20% coinsurance		Ded & Coins		Ded & Coins	

Contract Count		CURRENT	Renewal	Revised Renewal		
Employee	54					
Emp + Family	134					
	188					
Monthly Fixed Cost		$53,941.12	$58,985.20	$56,029.34		
Monthly Max Claim Liability		$281,183.42	$280,164.24	$280,164.24		
Total Mo Aggregate Liability		$335,124.54	$339,149.44	$336,193.58		
Annual Fixed Cost		$647,293.44	$707,822.40	$672,352.08	Decrement in Relation to Current Plan Design $0.90	Decrement in Relation to Current Plan Design $0.85
Split Funded Spec Liability						
(Aggregating Specific)						
Ann Max Claim Liability		$3,374,201.04	$3,361,970.88	$3,361,970.88		
Additional Liability Due to Lasers		$150,000.00	$150,000.00	$150,000.00		
Total Ann Aggregate Liability		$4,171,494.48	$4,219,793.28	$4,184,322.96		
Lasers						
TD		$250,000.00	$250,000.00	$250,000.00		
Fixed			9.4%	3.9%		
Max Claim Liability			-0.4%	-0.4%		
Total Agg Liability			1.2%	0.3%		

RESOLUTION 92-2022

A RESOLUTION AUTHORIZING CITY HEALTH INSURANCE COVERAGE ADMINSTRATION AGREEMENTS THROUGH UNITED HEALTHCARE BENEFIT ADMINISTRATORS AND RELATED ENTITITES AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, has compared the costs and benefits associated with various third-party administrators for its health insurance needs for 2023, as reflected on Exhibit A hereto; and,

WHEREAS, based on this review and the review of its health insurance consultant, the City has determined that it is in the City's best interest to again contract with United Healthcare as its health insurance administrator, based on the administration, carrier, and stop-loss carrier relationships reflected on Exhibit A; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to take all actions and enter all contracts necessary to establish a health coverage and administration relationships through United Healthcare for the City's health insurance plans for 2023, consistent with the terms reflected on Exhibit A and other upon such terms as are deemed reasonable and appropriate by the City's Administrator and Director of Finance.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to allow the City to finalize this relationship and move forward with insurance planning for the year 2023, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

____
President of Council

____
Mayor

PASSED: ________________________________

ATTEST: ________________________________

APPROVED: ____________________________

Kathryn Sandretto
LAW DIRECTOR

TO:	Mayor Mackin President Smith Members of City Council
FROM:	Kathryn Sandretto Law Director
RE:	Resolution 93-2022
DATE:	November 15, 2022

Subject Matter/Background

This Resolution awards the bid for the City of Perrysburg's yearly audit to Clark Schaefer Hackett Business Advisors. This agreement was bid by the state auditor's office and this company was chosen for the City of Perrysburg.

Financial Review

The audit for the 2022 year will take place in 2023 and cost the City $31,600.00

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 93-2022

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS ($31,600) FOR THE 2022 AUDIT

WHEREAS, the City of Perrysburg is required to submit to an Audit each year and enter into a contract with our approved auditor; and,

WHEREAS, for the audit of calendar years 2021 through 2025, the Auditor for the State of Ohio solicited bids from a variety of firms and assigned Clark Schaefer Hackett Business Advisors to Audit the City of Perrysburg.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Clark Schaefer Hackett for the preparation of the Audit for the year 2022 in an amount not to exceed Thirty-One Thousand Six Hundred Dollars ($31,600), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED: ____________________________

ATTEST: ___________________________

APPROVED: _________________________

Kathryn Sandretto
LAW DIRECTOR

CLARK SCHAEFER HACKETT
BUSINESS ADVISORS

1656 Henthorne Drive, Suite 400
Maumee, Ohio 43537
P. 419.841.2848 | F. 419.841.8178

November 3, 2022

To the Honorable Mayor, City Council, and Amber Rathburn, Director of Finance
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

We are pleased to confirm our understanding of the services we are to provide for the City of Perrysburg for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Perrysburg (the “City”) as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.
2) Required Budgetary Comparison for General Fund and Major Special Revenue Funds
3) Schedules of net pension and other postemployment benefit liabilities/assets
4) Schedules of pension and other postemployment benefit contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on February 1, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards. You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor’s reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Clark Schaefer Hackett and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Clark Schaefer Hackett personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the U.S. Department of Transportation or Ohio Department of Transportation. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brian Mosier, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 6, 2023.

Our fee for these services will be $31,600. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You agree that our engagement is subject to the additional terms and conditions as described in Appendix A to this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Perrysburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Clark, Schaefer, Hackett & Co.

RESPONSE:
This letter correctly sets forth the understanding of the City of Perrysburg.

Management signature: ______________________

Title: ______________________________________

Date: ______________________________________

Governance signature: ______________________

Title: ______________________________________

Date: ______________________________________

DHG
DIXON HUGHES GOODMAN LLP

500 Ridgefield Court
Asheville, NC 28806
D 828.254.2254
F 828.254.6859
www.dhgllp.com

Report on the Firm's System of Quality Control

January 29, 2021

To the Partners of Clark, Schaefer, Hackett & Co.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and an examination of a service organization [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Clark, Schaefer, Hackett & Co. has received a peer review rating of *pass*.

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

CSH Addendum A – Terms and Conditions

This addendum to the engagement letter describes the terms and conditions related to our provision of audit services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (hereinafter, the “Agreement”).

Privacy and Protection of Your Information

We may from time to time, and depending on the circumstances, use third-party service providers (such as a software vendor) in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will take reasonable precautions to determine that these service providers have appropriate procedures in place to secure your confidential information. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Clark, Schaefer, Hackett & Co. and its affiliated companies employ individuals who work outside of the United States who may be involved in the services provided to you. You authorize that any and all information furnished to us for or in connection with our services may be disclosed to our employees or employees of our affiliated companies, including but not limited to Clark Schaefer Hackett Shared Services Private Limited, located outside the United States, engaged directly or indirectly in providing assurance or related services. Disclosures under this paragraph may consist of all information used to complete the services that Clark, Schaefer, Hackett & Co. provides to you. If you wish to request a limited disclosure of information, you must inform us. You acknowledge that your information may be disclosed to our affiliates, related entities or subcontractors located outside the United States.

Retention of Records

We do not keep any of your original records, however, we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By entering into this Agreement, you acknowledge and agree that we are free to destroy our records related to this engagement pursuant to our records retention policies. We are not permitted to maintain financial records on your behalf in compliance with AICPA Code of Professional Conduct.

Subpoenas/Request for Records

As a result of our prior or future services to you, we might be requested or required by a subpoena or other legal process to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding. For all requests we will observe the confidentiality requirements of our profession and, provided that we are not prohibited from doing so by applicable laws or regulations and/or an order of a court or administrative agency of competent jurisdiction, we agree to inform you of such request as soon as practicable. You may initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action prior to our submitting our response, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. If we are not a party to the proceeding, you agree to reimburse us for our professional time and reasonable expenses (including legal fees) in complying with the request or otherwise addressing it in accordance with the client’s direction or as required by confidentiality requirements.

Termination of Services

We have the right to withdraw from this engagement, at our discretion. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Billing and Payment Terms

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. In the event that, as a result of your delinquent payment, work is discontinued either temporarily or permanently, or in the event that a report is not delivered, you agree to hold us harmless for any damages you may incur as a result of the work stoppage. If this Agreement is terminated for any reason, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Dispute Resolution

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute in an effort to resolve it. If these discussions do not resolve the dispute, you expressly agree to mediate the dispute with us in good faith prior to initiating litigation. Mediation is a process in which a mediator facilitates communication and negotiation between parties to assist them in reaching a voluntary agreement regarding their dispute. If we can do so, you and our firm will agree on a mediator. The fees and expenses of an agreed-upon mediator will be shared equally, but other expenses attendant to the mediation, including any attorney fees or expert fees you or our firm incur, will not be shared and will instead be the sole responsibility of the party incurring them.

If we cannot reach an agreement on a mediator, you and our firm agree to mediate utilizing the American Arbitration Association's (AAA) Professional Accounting and Related Services Dispute Resolution Rules and the procedures set forth therein, including the procedure for selecting a mediator. As with an agreed-upon mediator, any fees and expenses incurred in connection with AAA mediation will be shared equally, but all other expenses, including attorney or expert fees, shall be the sole responsibility of the party incurring them.

You acknowledge and agree that participation in mediation will be an express condition to the initiation of litigation by you, that your failure to engage in mediation prior to initiating litigation may be raised to seek the dismissal of any court action you might file, and that our firm is entitled to reimbursement by you of reasonable attorney fees incurred in seeking the dismissal of any action you would file without first engaging in mediation.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Resolution 94-2022

DATE: November 15, 2022

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

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

Some of these various purchases are:

1. Subscription Fee for a learning platform used by the fire department
2. Cleaning Fees
3. Materials used by the Wastewater Treatment Plant
4. Concrete
5. A discharge fee to the Ohio EPA
6. Legal fees Vorys

The total for all items totals $61,017.67

Financial Review
This Resolution will have no direct financial effect on the City of Perrysburg.

Legal Review
This legislation has been reviewed and is appropriately before you.

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

RESOLUTION 94-2022

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF SIXTY-ONE THOUSAND SEVENTEEN DOLLARS AND SIXTY SEVEN CENTS ($61,017.67) AS ATTACHED IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

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

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

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

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

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

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

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

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President of Council

____
Mayor

PASSED: ____________________________

ATTEST: ___________________________

APPROVED: ________________________

Kathryn Sandretto
LAW DIRECTOR

Then and Now Requests For Finance Committee:				
11/8/2022				
Invoice Date	**Vendor**	**Item**	**Total Cost**	**Department**
7/1/2022	Lixipol	Learning Platform	3,015.00	Fire
8/1/2022	Clean Team	Cleaning Services	3,445.00	Police
9/23/2022	Polydyne Inc.	Clarifloc	12,497.97	WPC
10/13/2022	Ohio EPA	Discharge Fee	10,350.00	WPC
10/22/2022	Gerken	Concrete	3,697.20	Service
10/31/2022	Vorys	Legal Fees	28,012.50	WPC
	TOTAL		61,017.67	

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Resolution 95-2022

DATE: November 15, 2022

Subject Matter/Background
A Resolution authorizing the donation of interior doors located at 213 West Indiana Avenue that are no longer needed for use in the City of Perrysburg. Ohio Revised Code 721.15 requires disposal including donation of any public property to be legislatively approved.

Financial Review
Passage of this Resolution has no immediate financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to waive the rules, suspend the three readings, and authorize this resolution as an emergency is appropriate. An emergency is requested to ensure donation of the doors prior to the removal of the entire house.

RESOLUTION 95-2022

A RESOLUTION DECLARING INTERIOR DOORS LOCATED AT 213 WEST INDIANA AVE., PERRYSBURG, OHIO NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

WHEREAS, the City of Perrysburg is no longer in need of Interior Doors located at 213 West Indiana Ave., and has determined the best means of disposal is to donate them to the previous home owners to promote civic engagement.

WHEREAS, in accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property when the City wishes to donate said property and only after determining the property is no longer needed or unfit for public use; and,

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the donation of interior doors located at 213 West Indiana Ave., Perrysburg, Ohio as such are no longer deemed necessary for public use.

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

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

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President of Council

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Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: __________________________

Kathryn Sandretto
LAW DIRECTOR

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Resolution 96-2022

DATE: November 15, 2022

Subject Matter/Background

A resolution authorizing the sale of items deemed no longer fit for public service to be sold via an online bidding platform.

The City occasionally sells items it deems no longer fit for public service and utilizes an online platform to facilitate this. The City has used this method in the past, however, a yearly renewal of our permission to do so is required by the ORC.

Financial Review

This Resolution will have no direct financial effect on the City of Perrysburg.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 96-2022

A RESOLUTION DECLARING THE INTENT AND AUTHORIZING THE SALE OF MUNICIPALLY OWNED PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, DURING THE CALENDAR YEAR 2023 BY INTERNET AUCTION

WHEREAS, Section 721.15 of the Ohio Revised Code authorizes Council to dispose of unneeded, obsolete, or unfit personal property through the use of internet auction; and

WHEREAS, Section 721.15(D) of the Ohio Revised Code authorizes this Council to adopt, during each calendar year, a resolution expressing its intent to sell personal property by internet auction; of which the municipal corporation may conduct the auction or contract with a representative to conduct such auction; and

WHEREAS, following research, the City of Perrysburg determined that the most efficient disposition of municipally-owned personal property is through the internet auction service of Liquidity Services Operations LLC (dba GovDeals, Inc.) at http://GovDeals.com and recommends GovDeals, Inc. as the City's contracted representatives to conduct auctions on its behalf.

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

SECTION 1: During the calendar year 2023, municipally-owned personal property which is not needed for public use, or which is obsolete or unfit for the use for which it was required, as 721.15(D) may be sold by internet auction determined pursuant to the procedure set forth in the Ohio Revised Code Section. The City Administrator is authorized to enter into an appropriate Memorandum of Understanding (MOU) with Liquidity Services Inc. (dba GovDeals at GovDeals.com). The terms of such MOU shall designate that the property shall be offered for sale "As Is" with the purchaser to pay all necessary costs including any taxes and associated fees with the sale of such property. The internet auction shall be conducted by GovDeals.com. Pursuant to Ohio Revised Code 721.15(D), the number of days for bidding on the property shall be no less than ten (10) days, including Saturdays, Sundays, and legal holidays

SECTION 2: That any said auction shall be conducted under the authority and direction of the City Administrator, or his or her designee, whose address and telephone number is: 201 W. Indiana Ave., Perrysburg, Ohio 43551; 419-872-8010.

SECTION 3: The Clerk of Council is instructed to publish a summary notice of this resolution twice in a newspaper of general circulation and to post this notice continually throughout the calendar year 2023 in a conspicuous place in the City offices and in the City internet website in accordance with the publication requirements set forth in Ohio Revised Code Section 721.15(D).

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

SECTION 5: This Resolution shall be in full force and effect at the earliest time permitted by law.

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President of Council

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Mayor

PASSED: ___________________________

ATTEST: ___________________________

APPROVED: ________________________

Kathryn Sandretto
LAW DIRECTOR

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ord 59-2022

DATE: Nov. 15, 2022

Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the end of October 2022 it was found that six modifications need to be made. These modifications can be found in Exhibit A to this Ordinance.

Financial Review

This Ordinances will have no direct financial effect on the City of Perrysburg beyond the requested approved changes.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 59-2022

AN ORDINANCE AMENDING ORDINANCE 54-2021 PREVIOUSLY AMENDED BY ORDINANCES 4-2022, 8-2022, 43-2022 & 53-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2022 AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2022, the City of Perrysburg, Ohio, approved the 2022 city budget pursuant to Ordinance 54-2021; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2022 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 54-2021 which was previously amended by Ordinances 4-2022, 8-2022, Ord 43-2022 & 53-2022.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2022, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 54-2021 as amended by Ordinance 4-2022, 8-2022, 43-2022 and 53-2022 that ordinance is again amended.

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

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

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

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

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President of Council

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Mayor

PASSED______________________________

ATTEST _____________________________

APPROVED __________________________

Kathryn Sandretto
LAW DIRECTOR

Budget Adjustment Requests

Budget Account	Description	Department	Adjustment Amount	Notes
1110-11761-56600	Jobs Grant Payment	Special Dist.	95,000.00	Additional Request
2222-11011-56400	Refunds	Tax	900,000.00	Additional Request
2231-31338-53850	Vehicle & Equipment Repairs	Refuse	15,000.00	Additional Request
2231-31338-54302	Vehicle & Machinery Supplies	Refuse	15,000.00	Additional Request
5331-61814-54111	Operational Materials	Water	56,250.00	Additional Request
5332-61815-54111	Operational Materials	WPC	67,650.00	Additional Request
			1,148,900.00	

TO:	Mayor Mackin President Smith Members of City Council
FROM:	Kathryn Sandretto, Law Director
RE:	Ordinance 60- 2022
DATE:	November 15, 2022

Subject Matter/Background

An Ordinance accepting the code changes previously approved by the City as well as the state law code changes that must now be incorporated into the City of Perrysburg official Code book.

Financial Review

This Legislation will have no immediate financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If Council is in agreement a motion to waive the rules, waive the three readings rule, and declare this an emergency would be appropriate. An Emergency is requested to allow the publisher to update the code as quickly as possible.

ORDINANCE 60-2022

TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO REPEAL ORDINANCES IN CONFLICT THEREWITH; FROM 2021, AND DECLARING AN EMERGENCY.

WHEREAS, the Walter H. Drane Company has completed the updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances of a general and permanent nature that have been passed by Council since the date of the last updating of the Codified Ordinances have been included in the Codified Ordinances of the City; and

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

Section 1: The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

Ord. No.	Date	C.O. Section
39-2021	9-7-21	266.15-2; Repeals 266.15-1
40-2021	8-17-21	222.01
41-2021	9-21-21	220.07
42-2021	9-21-21	230.01
57-2021	11-16-21	813.03
58-2021	12-7-21	266.07-1
59-2021	12-7-21	266.05-2
60-2021	12-7-21	266.06-1
61-2021	12-7-21	266.06-2
62-2021	12-7-21	266.06-3
63-2021	12-7-21	266.06-4
64-2021	12-7-21	266.09-2
65-2021	12-7-21	266.10-9
66-2021	12-7-21	266.11-4
67-2021	12-7-21	Repeals 266.12-2
68-2021	12-7-21	Repeals 266.12-3
69-2021	12-7-21	266.13-1
70-2021	12-7-21	1060.02; Repeals 1060.03
71-2021	12-7-21	1050.01; Repeals 1050.02
72-2021	12-7-21	1050.015

Ord.	No. Date	C.O. Section
1-2022	1-4-22	Repeals 220.05
6-2022	1-18-22	1250.42
10-2022	2-15-22	1250.61
11-2022	4-5-22	1060.04
12-2022	4-5-22	1060.08
13-2022	4-5-22	1050.09
16-2022	3-15-22	1215.02(88.1), (88.2)
17-2022	3-15-22	1225.08
18-2022	3-15-22	1235.04(r.1)
20-2022	4-5-22	266.01-2
21-2022	4-5-22	266.01-3
22-2022	4-5-22	266.05-2
23-2022	4-5-22	266.08-2
24-2022	4-5-22	266.09-1(C)
25-2022	4-5-22	255.09-1(B)
26-2022	4-5-22	266.09-5
35-2022	5-18-22	1245.49(13)
Res.		
39-2022	4-19-22	252.0

Section 2: The following sections of the Traffic and General Offenses Codes as amended, are hereby approved and adopted as amended, enacted or repealed so as to conform to enactments of the Ohio General Assembly:

Administrative Code

202.03 Rules of Construction. (Amended)

General Offenses Code

606.20 Interfering with Civil Rights. (Amended)
612.01 Liquor Control Definitions. (Amended)
612.07 Open Container Prohibited. (Amended)
624.01 Drug Abuse Control Definitions. (Amended)
624.15 Sale of Dextromethorphan. (Added)
630.01 Gambling Definitions. (Amended)
630.02 Gambling. (Amended)
630.06 Methods of Conducting a Bingo Game; Prohibitions. (Amended)
630.08 Raffles. (Amended)
630.09 Charitable Instant Bingo Organizations. (Amended)
630.11 Bingo or Game of Chance Records. (Amended)
630.13 Bingo Exceptions. (Amended)
630.14 Instant Bingo Conduct by a Veteran's or Fraternal Organization. (Amended)
630.17 Skill-Based Amusement Machines. (Amended)
630.18 Electronic Instant Bingo; Prohibited Conduct. (Added)
642.14 Passing Bad Checks. (Amended)
672.02 Carrying Concealed Weapons. (Amended)
672.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)

672.10 Possessing Replica Firearm in School. (Amended)
672.12 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)

Fire Prevention Code

1619.01 Fireworks Definitions. (Amended)

1619.04 Possession, Sale or Discharge Prohibited; Exceptions. (Amended)

1619.05 Application. (Amended)

1619.06 Safety Requirements for Fireworks Showroom Structures. (Added)

1619.07 Manufacturing or Wholesale Sale Without a License; Prohibitions. (Added)

1619.08 Purchase to Comply with Law; Unauthorized Purchases. (Added)

Section 3: All ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and enacted by Section 2 hereof are hereby repealed, except as follows:

(a) The enactment of such new matter shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to July 1, 2022.

Section 4: The Clerk of Council, pursuant to Perrysburg City Charter, Article III, Section 11.0E, shall cause to be published in the manner required by law notice of the enactment of new matter contained in the July 2022 Replacement Pages. The Clerk shall, as required by the City Charter, Article III, Section 12.0A, post a copy of this Adopting Ordinance thereto in the Perrysburg Municipal Building for a period of not less than fifteen (15) days.

All sections and subsections of the July 2022 Replacement Pages, without an ordinance or resolution history or with the words "Adopting Ordinance" at the end thereof, are or contain new matter ordained by this Adopting Ordinance, which new matter is listed as enacted in Section 2 of this ordinance.

Section 5: It is hereby 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 any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all requirements of the City of Perrysburg and the State of Ohio.

Section 6: This Ordinance is hereby declared to be an emergency measure and should take effect and be in force immediately from and after its passage and approval by the Mayor. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public health and safety of the citizens of the City of Perrysburg, Wood County, Ohio.

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President of Council

____
Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: __________________________

Kathryn Sandretto
LAW DIRECTOR

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ordinance 56-2022

DATE: November 15, 2021

Subject Matter/Background

This Ordinance adopts legislation for the 2023 municipal budget.

This legislation is being presented on November 1, 2022 for its first reading only and November 15, 2022 for its second reading only. At this time, the various council committees are reviewing the budgets of their respective departments and programs.

The budget documents attached were prepared for City Council to review, but they will not be voted on until the third reading of this legislation currently scheduled for December 6, 2022.

Recommendation

This Ordinance is presented to City Council for its second reading only no vote is requested.

ORDINANCE 56-2022

MAKING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the Charter and Ordinances of the City of Perrysburg, Ohio, the City's Mayor and Director of Finance are required to prepare and submit to the Wood County Auditor an annual estimate of the City's receipts, expenditures, and appropriations.

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

SECTION 1. To provide for the current expenses and other expenditures of the City of Perrysburg, Wood County, Ohio, for the fiscal year ending December 31, 2023, sums are hereby set aside and appropriated pursuant to the report attached hereto as Exhibit A and made a part hereof.

SECTION 2. Any amounts which shall be expended from such appropriations and which are properly charged against any other departments or against any person, firm, or corporation, shall, if repaid within the period covered by such appropriation, be credited to the fund from which payments were made and be considered as re-appropriated from such original purpose, provided that the net total of the expenditures under any item of said appropriation shall not exceed the amount of such item.

SECTION 3. Pursuant to such appropriations, the Director of Finance is hereby authorized to draw his warrant upon the City Treasury in the amount appropriated and for the purposes stated in this Ordinance, upon receiving the proper documentation such as invoices or vouchers approved by City personnel authorized by an ordinance or resolution of Council to make the expenditure.

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

SECTION 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that such appropriations, powers, and duties shall be in effect on or prior to the beginning of the fiscal year ending December 31, 2023, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

____
President of Council

____
Mayor

PASSED: ______________________________

ATTEST: ______________________________

APPROVED: ___________________________

Kathryn Sandretto
LAW DIRECTOR

CITY OF PERRYSBURG

2023 BUDGET

FUND NO.	FUND NAME	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
1110	GENERAL FUND	$ 9,600,000.00	$ 26,666,275.00	$ 33,904,203.00	$ 2,362,072.00
1111	RESERVE BALANCE FUND	$ 4,649,781.52	$ 250,000.00	$ -	$ 4,899,781.52
1112	PAYROLL AND PAYOUT RESERVE	$ 270,000.00	$ 270,000.00	$ 258,000.00	$ 282,000.00
2200	FEDERAL GRANTS	$ -	$ 5,000.00	$ 5,000.00	$ -
2201	STATE GRANTS	$ -	$ 12,719.00	$ 12,719.00	$ -
2202	ONE OHIO OPIOD SETTLEMENT	$ -	$ -	$ -	$ -
2222	INCOME TAX FUND	$ -	$ 23,000,000.00	$ 23,000,000.00	$ -
2223	STREET CONSTRUCTION & RE	$ 1,871,000.00	$ 1,410,000.00	$ 2,985,000.00	$ 296,000.00
2224	STATE HIGHWAY FUND	$ 487,567.24	$ 139,200.00	$ 300,000.00	$ 326,767.24
2225	LIGHTING FUND	$ 283,130.28	$ 228,000.00	$ 67,300.00	$ 443,830.28
2228	POLICE & FIRE PENSION	$ 1,523,772.00	$ 1,334,000.00	$ 1,532,500.00	$ 1,325,272.00
2230	SECONDARY SEWER PLANT FU	$ 107,190.91	$ 835,000.00	$ 901,084.16	$ 41,106.75
2231	GARBAGE & REFUSE	$ 4,396.11	$ 1,443,784.00	$ 1,441,450.00	$ 6,730.11
2233	MOTOR VEHICLE LICENSE	$ 652,537.77	$ 312,900.00	$ 130,000.00	$ 835,437.77
2235	ASR RADIO FUND	$ 26,023.30	$ 50,000.00	$ 40,000.00	$ 36,023.30
2236	STREET TREES	$ 266,894.91	$ 177,400.00	$ 363,400.00	$ 80,894.91
2237	PUBLIC TRANSPORTATION	$ 401,763.88	$ 561,000.00	$ 556,900.00	$ 405,863.88
2238	MUNI COURT COMPUTER/L.R. FUND	$ 176,082.51	$ 98,000.00	$ 20,000.00	$ 254,082.51
2239	MUNI CT PROBATION SERV	$ 64,357.77	$ -	$ 50,000.00	$ 14,357.77
2241	MUNI CT SPEC PROJECTS	$ 129,399.60	$ 60,000.00	$ 40,000.00	$ 149,399.60
2501	RIGHT OF WAY REPAIRS	$ 87,455.81	$ 20,800.00	$ 25,000.00	$ 83,255.81
2514	CORONAVIRUS RELIEF FUND	$ -	$ -	$ -	$ -
2515	CARES ACT FUND 2	$ 14.18	$ -	$ -	$ 14.18
2516	LOCAL FISCAL RECOVERY FUND	$ 323,000.00	$ -	$ 323,000.00	$ -
2518	FIRE LOSS CLAIMS FUND	$ -	$ -	$ -	$ -
2820	DRUG LAW ENFORCEMENT FUN	$ 20,000.00	$ 2,000.00	$ 20,000.00	$ 2,000.00
2821	POLICE DIV. DUI ARREST F	$ 32,000.00	$ 1,200.00	$ 30,000.00	$ 3,200.00
2822	FURTHERANCE OF JUSTICE	$ 12,000.00	$ 3,000.00	$ 12,000.00	$ 3,000.00
2823	FEDERAL LAW ENFORC TRUST	$ 260,000.00	$ 3,100.00	$ 260,000.00	$ 3,100.00
3601	BOND RETIREMENT FUND	$ 762.54	$ -	$ -	$ 762.54
4403	CAPITAL IMPROVEMENTS	$ 500,000.00	$ 8,337,500.00	$ 4,837,500.00	$ 4,000,000.00
4404	PARK, LAND ACQUISITION &	$ 425,826.79	$ 18,000.00	$ -	$ 443,826.79
5331	WATER DIVISION	$ 1,292,956.41	$ 8,071,000.00	$ 8,426,404.83	$ 937,551.58
5332	WATER POLLUTION CONTROL	$ 6,765,811.24	$ 8,138,500.00	$ 5,845,300.00	$ 9,059,011.24
5335	I & I CLEAN WATER FUND	$ 839,001.49	$ 50,000.00	$ -	$ 889,001.49
5401	WATER R & E	$ 3,229,171.93	$ 830,000.00	$ 2,962,500.00	$ 1,096,671.93
5402	SEWER R & E	$ 14,627,046.64	$ 640,000.00	$ 9,447,800.00	$ 5,819,246.64
6505	EMPLOYEES HEALTH & WELFA	$ 344,122.62	$ 4,325,050.00	$ 3,725,000.00	$ 944,172.62
6802	POSTAGE METER FUND	$ -	$ 85,000.00	$ 85,000.00	$ -
7114	PAYROLL CLEARING FUND	$ -	$ -	$ -	$ -
7220	HOTEL/MOTEL TAX FUND	$ -	$ 550,000.00	$ 550,000.00	$ -
7503	DUI INDIGENT FUND	$ 245,694.87	$ 20,000.00	$ 62,500.00	$ 203,194.87
7504	STATE HIGHWAY PATROL TRA	$ -	$ 80,000.00	$ 80,000.00	$ -
7506	UTILITY COLL. FUND	$ 463,731.04	$ 1,520,000.00	$ 1,520,000.00	$ 463,731.04
7507	MUN.PUB.IMPROV.TAX.INCR.EQUIV.	$ 4,990.91	$ 2,010,000.00	$ 2,010,000.00	$ 4,990.91
7508	JT. CEMETERY R.E. TAX FUND	$ 13,257.40	$ 258,000.00	$ 258,000.00	$ 13,257.40
7509	LEVIS COMMONS SPECIAL ASSESSMENT FUND	$ -	$ -	$ -	$ -
7510	IND DR INTERLOCK & ALC MONITOR	$ 183,338.84	$ 30,500.00	$ 80,000.00	$ 133,838.84
7511	MAT SURPLUS FUND	$ 32,949.39	$ 50,000.00	$ 50,000.00	$ 32,949.39
7512	ESID FUND	$ -	$ 79,000.00	$ 79,000.00	$ -
7810	UNCASHED CHECKS	$ 122,469.92	$ 10,000.00	$ 15,000.00	$ 117,469.92
	GRAND TOTALS	**$ 50,339,499.82**	**$ 91,985,928.00**	**$ 106,311,560.99**	**$ 36,013,866.83**

CITY OF
PERRYSBURG

2023 BUDGET DETAIL

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
GENERAL FUND	**BEGINNING FUND BALANCE**	**$ 8,113,821**	**$ 9,031,176**	**$ 9,120,204**		**$ 9,600,000**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 1,185,045	$ 1,326,837	$ 1,340,240	$ 29,760	$ 1,370,000
	Charges for Services	$ 749,795	$ 969,230	$ 977,800	$ 53,400	$ 1,031,200
	Licenses, Permits and Fees	$ 133,323	$ 189,547	$ 145,100	$ 7,700	$ 152,800
	Fines and Forefeitures	$ 566,309	$ 644,104	$ 730,300	$ (122,500)	$ 607,800
	Intergovernmental	$ 757,535	$ 898,540	$ 815,100	$ 85,500	$ 900,600
	Earning on Investment	$ 375,439	$ 57,777	$ 100,000	$ 700,000	$ 800,000
	Miscellaneous	$ 1,125,363	$ 434,709	$ 529,002	$ (235,452)	$ 293,550
	Other Financing Sources	$ 18,944,471	$ 20,998,370	$ 19,477,905	$ 2,032,420	$ 21,510,325
	TOTAL RECEIPTS	**$ 23,837,280**	**$ 25,519,115**	**$ 24,115,447**	**$ 2,550,828**	**$ 26,666,275**

	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
11001 Council	Salaries	$ 51,500	$ 51,048	$ 51,500	$ 4,100	$ 55,600
11001 Council	Fringe Benefits	$ 8,534	$ 8,545	$ 8,160	$ 1,155	$ 9,315
11001 Council	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ -	$ -
11001 Council	Services	$ 422	$ 313	$ 20,450	$ (250)	$ 20,200
11001 Council	Supplies and Materials	$ 1,953	$ 2,135	$ 2,000	$ -	$ 2,000
11001 Council	Other Financing Sources	$ 20,000	$ 20,000	$ 34,000	$ -	$ 34,000
	DEPARTMENT TOTAL	***$ 82,408***	***$ 82,041***	***$ 116,110***	***$ 5,005***	***$ 121,115***
11002 Clerk of Council	Salaries	$ 59,786	$ 96,667	$ 18,000	$ 1,380	$ 19,380
11002 Clerk of Council	Fringe Benefits	$ 19,685	$ 17,687	$ 4,321	$ 169	$ 4,490
11002 Clerk of Council	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ -	$ -
11002 Clerk of Council	Services	$ 59	$ 61	$ 95	$ 125	$ 220
11002 Clerk of Council	Supplies and Materials	$ 441	$ 500	$ 3,000	$ -	$ 3,000
	DEPARTMENT TOTAL	***$ 79,972***	***$ 114,914***	***$ 25,416***	***$ 1,674***	***$ 27,090***
11003 Mayor	Salaries	$ 28,000	$ 28,000	$ 28,000	$ -	$ 28,000
11003 Mayor	Fringe Benefits	$ 4,985	$ 14,419	$ 26,988	$ (7,058)	$ 19,930
11003 Mayor	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ -	$ -
11003 Mayor	Services	$ 2,167	$ 1,983	$ 1,830	$ 95	$ 1,925
11003 Mayor	Supplies and Materials	$ 9,212	$ 6,731	$ 11,500	$ (200)	$ 11,300
	DEPARTMENT TOTAL	***$ 44,365***	***$ 51,133***	***$ 68,318***	***$ (7,163)***	***$ 61,155***
11004 Finance	Salaries	$ 221,518	$ 219,555	$ 260,000	$ 57,000	$ 317,000
11004 Finance	Fringe Benefits	$ 80,810	$ 78,391	$ 130,150	$ 6,750	$ 136,900
11004 Finance	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ 7,350	$ 7,350
11004 Finance	Services	$ 19,129	$ 4,771	$ 42,500	$ (27,100)	$ 15,400
11004 Finance	Supplies and Materials	$ 12,316	$ 9,307	$ 16,000	$ 13,000	$ 29,000
11004 Finance	Capital Outlay	$ 19,499	$ 31,582	$ 63,000	$ (63,000)	$ -
11004 Finance	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	**$ 353,271**	**$ 343,607**	**$ 511,650**	***$ (6,000)***	**$ 505,650**
11005 Human Resources	Salaries	$ 132,330	$ 133,540	$ 216,434	$ 27,566	$ 244,000
11005 Human Resources	Fringe Benefits	$ 38,485	$ 70,467	$ 111,566	$ 20,959	$ 132,525
11005 Human Resources	Travel, Registration, Dues, and Memberships	$ 1,288	$ 939	$ 4,000	$ -	$ 4,000
11005 Human Resources	Services	$ 31,476	$ 54,535	$ 50,399	$ (24,574)	$ 25,825
11005 Human Resources	Supplies and Materials	$ 903	$ 2,009	$ 5,000	$ 3,900	$ 8,900
11005 Human Resources	Capital Outlay	$ 554	$ 447	$ 32,300	$ (32,300)	$ -
	DEPARTMENT TOTAL	***$ 205,035***	***$ 261,937***	***$ 419,699***	***$ (4,449)***	***$ 415,250***
					$ -	
11006 Law	Salaries	$ 117,419	$ 98,942	$ 102,222	$ 11,878	$ 114,100
11006 Law	Fringe Benefits	$ 40,529	$ 43,378	$ 47,160	$ 5,990	$ 53,150
11006 Law	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ 1,505	$ 1,505
11006 Law	Services	$ 8,276	$ 139,955	$ 98,000	$ (7,300)	$ 90,700
11006 Law	Supplies and Materials	$ 13,338	$ 18,891	$ 4,000	$ 2,000	$ 6,000
11006 Law	Capital Outlay	$ 445	$ 667	$ 2,000	$ (2,000)	$ -
	DEPARTMENT TOTAL	***$ 180,007***	***$ 301,833***	***$ 253,382***	***$ 12,073***	***$ 265,455***
11008 Legal Advertising	Services	$ 297	$ -	$ 5,000	$ -	$ 5,000
	DEPARTMENT TOTAL	***$ 297***	***$ -***	***$ 5,000***	***$ -***	***$ 5,000***
11009 Board of Elections	Services	$ 7,484	$ -	$ 15,000	$ -	$ 15,000
	DEPARTMENT TOTAL	***$ 7,484***	***$ -***	***$ 15,000***	***$ -***	***$ 15,000***
11020 Court	Salaries	$ 996,966	$ 976,772	$ 1,051,523	$ 122,727	$ 1,174,250
11020 Court	Fringe Benefits	$ 394,444	$ 437,947	$ 486,212	$ 80,238	$ 566,450
11020 Court	Travel, Registration, Dues, and Memberships	$ 5,168	$ 6,315	$ 11,500	$ -	$ 11,500
11020 Court	Services	$ 86,501	$ 87,248	$ 126,275	$ (7,775)	$ 118,500

11020 Court	Supplies and Materials	$ 33,503	$ 31,297	$ 42,000	$ 22,000	$ 64,000
11020 Court	Capital Outlay	$ 10,318	$ 7,206	$ 15,000	$ (15,000)	$ -
	DEPARTMENT TOTAL	***$ 1,526,901***	***$ 1,546,785***	***$ 1,732,510***	***$ 202,190***	***$ 1,934,700***
11047 Gen. Public Buildings & Lands	Services	$ 360,928	$ 333,259	$ 630,000	$ (14,100)	$ 615,900
11047 Gen. Public Buildings & Lands	Supplies and Materials	$ 5,037	$ 5,002	$ 11,500	$ 3,500	$ 15,000
11047 Gen. Public Buildings & Lands	Capital Outlay	$ 363	$ 882	$ 2,500	$ (2,500)	$ -
11047 Gen. Public Buildings & Lands	Miscellaneous	$ 17,442	$ 17,910	$ 35,600	$ 3,100	$ 38,700
	DEPARTMENT TOTAL	***$ 383,769***	***$ 357,052***	***$ 679,600***	***$ (10,000)***	***$ 669,600***
11145 Information Technology	Salaries	$ 202,384	$ 203,693	$ 216,539	$ 12,461	$ 229,000
11145 Information Technology	Fringe Benefits	$ 71,513	$ 81,204	$ 88,366	$ 15,434	$ 103,800
11145 Information Technology	Travel, Registration, Dues, and Memberships	$ -	$ 1,057	$ 15,000	$ -	$ 15,000
11145 Information Technology	Services	$ 5,030	$ 6,657	$ 5,500	$ 2,140	$ 7,640
11145 Information Technology	Supplies and Materials	$ 1,184	$ 995	$ 2,200	$ 10,500	$ 12,700
11145 Information Technology	Capital Outlay	$ 4,113	$ 421	$ 10,000	$ (10,000)	$ -
	DEPARTMENT TOTAL	***$ 284,224***	***$ 294,026***	***$ 337,605***	***$ 30,535***	***$ 368,140***
11156 Engineer	Salaries	$ 167,647	$ 147,810	$ 316,000	$ 400	$ 316,400
11156 Engineer	Fringe Benefits	$ 54,731	$ 61,913	$ 134,210	$ 90	$ 134,300
11156 Engineer	Travel, Registration, Dues, and Memberships	$ 836	$ -	$ 2,200	$ -	$ 2,200
11156 Engineer	Services	$ 30,208	$ 27,441	$ 86,050	$ (7,300)	$ 78,750
11156 Engineer	Supplies and Materials	$ 4,186	$ 4,058	$ 8,000	$ 28,300	$ 36,300
11156 Engineer	Capital Outlay	$ 42	$ 39,222	$ 81,000	$ (81,000)	$ -
	DEPARTMENT TOTAL	***$ 257,651***	***$ 280,443***	***$ 627,460***	***$ (59,510)***	***$ 567,950***
11230 Administration	Salaries	$ 313,774	$ 202,624	$ 331,775	$ 28,225	$ 360,000
11230 Administration	Fringe Benefits	$ 101,576	$ 85,118	$ 166,833	$ 22,017	$ 188,850
11230 Administration	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ -	$ -
11230 Administration	Services	$ 24,798	$ 34,798	$ 56,610	$ 9,050	$ 65,660
11230 Administration	Supplies and Materials	$ 4,135	$ 2,257	$ 6,820	$ (1,750)	$ 5,070
11230 Administration	Capital Outlay	$ 760	$ 955	$ 1,000	$ (1,000)	$ -
11230 Administration	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 445,045***	***$ 325,752***	***$ 563,038***	***$ 56,542***	***$ 619,580***
11755 City Wide	Travel, Registration, Dues, and Memberships	$ 29,915	$ 35,985	$ 35,000	$ 3,000	$ 38,000
11755 City Wide	Services	$ 205,480	$ 197,028	$ 480,295	$ 82,205	$ 562,500
11755 City Wide	Supplies and Materials	$ -	$ -	$ 35,000	$ 5,000	$ 40,000
	DEPARTMENT TOTAL	***$ 235,395***	***$ 233,012***	***$ 550,295***	***$ 90,205***	***$ 640,500***
11761 Special Disbursements	Services	$ 63,507	$ 96,875	$ 539,265	$ (459,765)	$ 79,500
11761 Special Disbursements	Supplies and Materials	$ -	$ -	$ 4,000	$ -	$ 4,000
11761 Special Disbursements	Miscellaneous	$ 135,600	$ 109,241	$ 130,000	$ 2,000	$ 132,000
11761 Special Disbursements	Other Financing Sources	$ 6,232,500	$ 6,183,500	$ 2,805,370	$ 6,612,130	$ 9,417,500
	DEPARTMENT TOTAL	***$ 6,431,607***	***$ 6,389,616***	***$ 3,478,635***	***$ 6,154,365***	***$ 9,633,000***
21010 Prosecutor	Salaries	$ 269,933	$ 265,301	$ 260,958	$ 29,042	$ 290,000
21010 Prosecutor	Fringe Benefits	$ 122,519	$ 136,347	$ 151,364	$ 18,386	$ 169,750
21010 Prosecutor	Travel, Registration, Dues, and Memberships	$ 1,343	$ 2,929	$ 4,500	$ -	$ 4,500
21010 Prosecutor	Services	$ 2,691	$ 5,654	$ 27,250	$ 4,690	$ 31,940
21010 Prosecutor	Supplies and Materials	$ 14,728	$ 19,980	$ 6,500	$ 3,100	$ 9,600
21010 Prosecutor	Capital Outlay	$ 2,099	$ 108	$ 2,500	$ (2,500)	$ -
	DEPARTMENT TOTAL	***$ 413,312***	***$ 430,320***	***$ 453,072***	***$ 52,718***	***$ 505,790***
21232 Police	Salaries	$ 3,273,954	$ 4,019,478	$ 4,569,805	$ 312,195	$ 4,882,000
21232 Police	Fringe Benefits	$ 920,113	$ 1,127,612	$ 1,491,000	$ 52,700	$ 1,543,700
21232 Police	Travel, Registration, Dues, and Memberships	$ 76,410	$ 91,755	$ 61,000	$ 6,000	$ 67,000
21232 Police	Services	$ 216,961	$ 299,445	$ 387,950	$ 27,750	$ 415,700
21232 Police	Supplies and Materials	$ 155,604	$ 190,505	$ 232,500	$ 131,500	$ 364,000
21232 Police	Capital Outlay	$ 370,754	$ 322,104	$ 524,500	$ (524,500)	$ -
	DEPARTMENT TOTAL	***$ 5,013,797***	***$ 6,050,899***	***$ 7,266,755***	***$ 5,645***	***$ 7,272,400***
21233 Fire	Salaries	$ 2,239,785	$ 2,840,547	$ 2,935,993	$ 153,107	$ 3,089,100
21233 Fire	Fringe Benefits	$ 519,339	$ 636,014	$ 756,693	$ 65,107	$ 821,800
21233 Fire	Travel, Registration, Dues, and Memberships	$ 23,563	$ 72,976	$ 70,750	$ (17,195)	$ 53,555
21233 Fire	Services	$ 222,593	$ 246,555	$ 282,350	$ 102,553	$ 384,903
21233 Fire	Supplies and Materials	$ 267,768	$ 259,101	$ 361,430	$ 22,240	$ 383,670
21233 Fire	Capital Outlay	$ 48,796	$ 211,460	$ 149,000	$ (149,000)	$ -
21233 Fire	Miscellaneous	$ 3,358	$ 4,226	$ 4,800	$ (800)	$ 4,000
	DEPARTMENT TOTAL	***$ 3,325,201***	***$ 4,270,879***	***$ 4,561,016***	***$ 176,012***	***$ 4,737,028***
31335 Health	Services	$ 26,455	$ 24,931	$ 26,000	$ -	$ 26,000
	DEPARTMENT TOTAL	***$ 26,455***	***$ 24,931***	***$ 26,000***	***$ -***	***$ 26,000***
31349 Cemetery	Services	$ -	$ 1,000	$ 1,000	$ -	$ 1,000
	DEPARTMENT TOTAL	***$ -***	***$ 1,000***	***$ 1,000***	***$ -***	***$ 1,000***
41646 Public Parks and Playgrounds	Salaries	$ 519,067	$ 579,311	$ 775,545	$ 84,455	$ 860,000
41646 Public Parks and Playgrounds	Fringe Benefits	$ 213,843	$ 247,856	$ 334,475	$ 69,725	$ 404,200
41646 Public Parks and Playgrounds	Travel, Registration, Dues, and Memberships	$ 68	$ 50	$ 2,500	$ -	$ 2,500
41646 Public Parks and Playgrounds	Services	$ 188,630	$ 127,082	$ 208,500	$ 19,850	$ 228,350

41646 Public Parks and Playgrounds	Supplies and Materials	$ 169,006	$ 188,130	$ 256,500	$ 123,500	$ 380,000
41646 Public Parks and Playgrounds	Capital Outlay	$ 47,908	$ 26,310	$ 80,000	$ (80,000)	$ -
41646 Public Parks and Playgrounds	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 1,138,521***	***$ 1,168,739***	***$ 1,657,520***	***$ 217,530***	***$ 1,875,050***
41648 Swimming Pools and Beaches	Services	$ 10,772	$ 256,251	$ 293,250	$ 49,150	$ 342,400
41648 Swimming Pools and Beaches	Supplies and Materials	$ 4,083	$ 15,187	$ 13,000	$ 9,000	$ 22,000
41648 Swimming Pools and Beaches	Capital Outlay	$ -	$ -	$ -	$ -	$ -
41648 Swimming Pools and Beaches	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 14,855***	***$ 271,438***	***$ 306,250***	***$ 58,150***	***$ 364,400***
41649 Three Meadows Pond	Services	$ 4,712	$ 5,508	$ 6,700	$ (6,700)	$ -
	DEPARTMENT TOTAL	***$ 4,712***	***$ 5,508***	***$ 6,700***	***$ (6,700)***	***$ -***
41650 Public Recreation	Salaries	$ 22,593	$ 61,243	$ 89,500	$ (64,500)	$ 25,000
41650 Public Recreation	Fringe Benefits	$ 4,705	$ 10,252	$ 15,044	$ (10,169)	$ 4,875
41650 Public Recreation	Services	$ 46,677	$ 44,063	$ 63,200	$ 112,800	$ 176,000
41650 Public Recreation	Supplies and Materials	$ 8,967	$ 20,068	$ 61,500	$ 2,000	$ 63,500
41650 Public Recreation	Capital Outlay	$ -	$ -	$ -	$ -	$ -
41650 Public Recreation	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 82,942***	***$ 135,626***	***$ 229,244***	***$ 40,131***	***$ 269,375***
41652 Firework Display	Services	$ 7,500	$ 15,000	$ 24,375	$ (24,375)	$ -
	DEPARTMENT TOTAL	***$ 7,500***	***$ 15,000***	***$ 24,375***	***$ (24,375)***	***$ -***
51234 Planning and Zoning	Salaries	$ 267,754	$ 271,619	$ 280,168	$ 25,832	$ 306,000
51234 Planning and Zoning	Fringe Benefits	$ 92,778	$ 102,471	$ 111,762	$ 15,038	$ 126,800
51234 Planning and Zoning	Travel, Registration, Dues, and Memberships	$ 299	$ -	$ 750	$ 50	$ 800
51234 Planning and Zoning	Services	$ 88,262	$ 51,504	$ 60,200	$ 76,800	$ 137,000
51234 Planning and Zoning	Supplies and Materials	$ 6,144	$ 7,558	$ 12,700	$ 6,300	$ 19,000
51234 Planning and Zoning	Capital Outlay	$ -	$ -	$ 99,200	$ (99,200)	$ -
51234 Planning and Zoning	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 455,237***	***$ 433,152***	***$ 564,780***	***$ 24,820***	***$ 589,600***
71541 Street Division	Salaries	$ 1,127,201	$ 1,188,939	$ 1,266,047	$ (31,147)	$ 1,234,900
71541 Street Division	Fringe Benefits	$ 435,352	$ 496,548	$ 598,547	$ 44,428	$ 642,975
71541 Street Division	Travel, Registration, Dues, and Memberships	$ 471	$ 4,051	$ 2,500	$ -	$ 2,500
71541 Street Division	Services	$ 199,847	$ 168,567	$ 251,000	$ (46,250)	$ 204,750
71541 Street Division	Supplies and Materials	$ 145,222	$ 164,482	$ 216,000	$ 113,250	$ 329,250
71541 Street Division	Capital Outlay	$ 11,869	$ 17,858	$ 5,000	$ (5,000)	$ -
71541 Street Division	Miscellaneous	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 1,919,962***	***$ 2,040,445***	***$ 2,339,094***	***$ 75,281***	***$ 2,414,375***
	TOTAL EXPENSES	**$ 22,919,925**	**$ 25,430,087**	**$ 26,819,524**	**$ 7,084,679**	**$ 33,904,203**
GENERAL FUND	**ENDING FUND BALANCE**	**$ 9,031,176**	**$ 9,120,204**	**$ 6,416,127**		**$ 2,362,072**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
RESERVE BALANCE FUND	**BEGINNING FUND BALANCE**	**$ 3,899,782**	**$ 4,149,782**	**$ 4,399,782**		**$ 4,649,782**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Other Financing Sources	$ 250,000	$ 250,000	$ 250,000	$ -	$ 250,000
	TOTAL RECEIPTS	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ -**	**$ 250,000**
11761 Special Disbursements	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	$ -	$ -	$ -	**$ -**	$ -
RESERVE BALANCE FUND	**ENDING FUND BALANCE**	**$ 4,149,782**	**$ 4,399,782**	**$ 4,649,782**		**$ 4,899,782**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
PAYROLL PAYOUT AND 27TH PAY FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ 270,000**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Other Financing Sources	$ -	$ -	$ 270,000	$ -	$ 270,000
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ 270,000**	**$ -**	**$ 270,000**
11755 City Wide ("Committed Projects")	Salaries	$ -	$ -	$ -	$ 258,000	$ 258,000
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ 258,000***	***$ 258,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ 258,000**	**$ 258,000**
PAYROLL PAYOUT AND 27TH PAY FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ 270,000**		**$ 282,000**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
FEDERAL GRANTS FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ -	$ -	$ -	$ 5,000	$ 5,000
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ -**	**$ 5,000**	**$ 5,000**
21232 Police	Salaries	$ -	$ -	$ -	$ -	$ -
21232 Police	Services	$ -	$ -	$ -	$ -	$ -
21232 Police	Supplies and Materials	$ -	$ -	$ -	$ 5,000	$ 5,000
21232 Police	Capital Outlay	$ -	$ -	$ -	$ -	$ -
21232 Police	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ 5,000***	***$ 5,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ 5,000**	**$ 5,000**
FEDERAL GRANTS FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
STATE GRANTS FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ -	$ -	$ -	$ 12,719	$ 12,719
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ -**	**$ 12,719**	**$ 12,719**
21232 Police	Salaries	$ -	$ -	$ -	$ 12,719	$ 12,719
21232 Police	Services	$ -	$ -	$ -	$ -	$ -
21232 Police	Supplies and Materials	$ -	$ -	$ -	$ -	$ -
21232 Police	Capital Outlay	$ -	$ -	$ -	$ -	$ -
21232 Police	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	**$ 12,719**	***$ 12,719***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ 12,719**	**$ 12,719**
STATE GRANTS FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
ONE OHIO OPIOID SETTLEMENT FUND		**$ -**	**$ -**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ -	$ -	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
11755 City Wide	Salaries	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Fringe Benefits	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Services	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Supplies and Materials	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Capital Outlay	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
ONE OHIO OPIOID SETTLEMENT FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
INCOME TAX FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ 434**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 20,008,663	$ 21,885,002	$ 21,000,000	$ 2,000,000	$ 23,000,000
	Miscellaneous	$ -	$ 122	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ 20,008,663**	**$ 21,885,124**	**$ 21,000,000**	**$ 2,000,000**	**$ 23,000,000**
11011 Income Tax Division	Salaries	$ 373,303	$ 395,980	$ 418,820	$ (7,820)	$ 411,000
11011 Income Tax Division	Fringe Benefits	$ 144,624	$ 165,865	$ 206,551	$ 15,799	$ 222,350
11011 Income Tax Division	Travel, Registration, Dues, and Memberships	$ 125	$ 3,060	$ 1,700	$ 700	$ 2,400
11011 Income Tax Division	Services	$ 14,630	$ 14,217	$ 36,524	$ 33,901	$ 70,425
11011 Income Tax Division	Supplies and Materials	$ 23,767	$ 18,412	$ 50,000	$ (41,500)	$ 8,500
11011 Income Tax Division	Capital Outlay	$ 17,082	$ 11,754	$ 6,000	$ (6,000)	$ -
11011 Income Tax Division	Miscellaneous	$ 567,789	$ 452,638	$ 925,000	$ -	$ 925,000
11011 Income Tax Division	Other Financing Sources	$ 18,867,342	$ 20,822,764	$ 19,355,405	$ 2,004,920	$ 21,360,325
	DEPARTMENT TOTAL	***$ 20,008,663***	***$ 21,884,690***	***$ 21,000,000***	***$ 2,000,000***	***$ 23,000,000***
	TOTAL EXPENSES	**$ 20,008,663**	**$ 21,884,690**	**$ 21,000,000**	**$ 2,000,000**	**$ 23,000,000**
INCOME TAX FUND	**ENDING FUND BALANCE**	**$ -**	**$ 434**	**$ 434**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
STREET CONTRUCTION & REPAIR FUND	**BEGINNING FUND BALANCE**	**$ 1,460,645**	**$ 1,436,342**	**$ 2,084,150**		**$ 1,871,000**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ 1,325,057	$ 1,424,232	$ 1,340,000	$ 50,000	$ 1,390,000
	Earning on Investment	$ 12,638	$ 2,384	$ 2,000	$ 13,000	$ 15,000
	Miscellaneous	$ 46,963	$ 8,250	$ 5,000	$ -	$ 5,000
	TOTAL RECEIPTS	**$ 1,384,657**	**$ 1,434,866**	**$ 1,347,000**	**$ 63,000**	**$ 1,410,000**
71545 Personnel Services	Services	$ 1,338,105	$ 645,275	$ 1,800,300	$ (1,635,300)	$ 165,000
71545 Personnel Services	Capital Outlay	$ -	$ -	$ -	$ 2,770,000	$ 2,770,000
	DEPARTMENT TOTAL	***$ 1,338,105***	***$ 645,275***	***$ 1,800,300***	***$ 1,134,700***	***$ 2,935,000***
71546 Traffic Signals	Services	$ 67,289	$ 127,190	$ 365,000	$ (340,000)	$ 25,000
	DEPARTMENT TOTAL	***$ 67,289***	***$ 127,190***	***$ 365,000***	***$ (340,000)***	***$ 25,000***
71547 Street Signs	Supplies and Materials	$ 3,566	$ 14,592	$ 25,000	$ -	$ 25,000
	DEPARTMENT TOTAL	***$ 3,566***	***$ 14,592***	***$ 25,000***	***$ -***	***$ 25,000***
					$ -	
	TOTAL EXPENSES	**$ 1,408,960**	**$ 787,058**	**$ 2,190,300**	**$ 794,700**	**$ 2,985,000**
STREET CONTRUCTION & REPAIR FUND	**ENDING FUND BALANCE**	**$ 1,436,342**	**$ 2,084,150**	**$ 1,240,850**		**$ 296,000**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
STATE HIGHWAY FUND	**BEGINNING FUND BALANCE**	**$ 576,184**	**$ 731,740**	**$ 855,487**		**$ 487,567**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Charges for Services	$ -	$ 14,730	$ -	$ 13,200	$ 13,200
	Intergovernmental	$ 107,437	$ 115,164	$ 108,000	$ 8,000	$ 116,000
	Earning on Investment	$ 4,299	$ 693	$ 1,000	$ 9,000	$ 10,000
	Miscellaneous	$ -	$ 5	$ -	$ -	$ -
	Other Financing Sources	$ 140,000	$ 140,000	$ 140,000	$ (140,000)	$ -
	TOTAL RECEIPTS	**$ 251,736**	**$ 270,592**	**$ 249,000**	**$ (109,800)**	**$ 139,200**
71548 State Highway	Services	$ -	$ -	$ 100,000	$ (100,000)	$ -
71548 State Highway	Supplies and Materials	$ 96,180	$ 146,845	$ 300,000	$ -	$ 300,000
71548 State Highway	Capital Outlay	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 96,180***	***$ 146,845***	***$ 400,000***	***$ (100,000)***	***$ 300,000***
	TOTAL EXPENSES	**$ 96,180**	**$ 146,845**	**$ 400,000**	**$ (100,000)**	**$ 300,000**
STATE HIGHWAY FUND	**ENDING FUND BALANCE**	**$ 731,740**	**$ 855,487**	**$ 704,487**		**$ 326,767**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
LIGHTING FUND	**BEGINNING FUND BALANCE**	**$ 310,611**	**$ 338,689**	**$ 343,330**		**$ 283,130**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Special Assessment	$ 211,646	$ 211,555	$ 212,000	$ 2,000	$ 214,000
	Miscellaneous	$ 48,029	$ 22,475	$ 20,000	$ (6,000)	$ 14,000
	TOTAL RECEIPTS	**$ 259,676**	**$ 234,030**	**$ 232,000**	**$ (4,000)**	**$ 228,000**
93238 Bond and Note Retirement	Services	$ 195,480	$ 207,779	$ 252,200	$ (249,900)	$ 2,300
93238 Bond and Note Retirement	Supplies and Materials	$ -	$ -	$ -	$ 25,000	$ 25,000
93238 Bond and Note Retirement	Miscellaneous	$ 36,118	$ 21,609	$ 40,000	$ -	$ 40,000
	DEPARTMENT TOTAL	***$ 231,598***	***$ 229,388***	***$ 292,200***	***$ (224,900)***	***$ 67,300***
	TOTAL EXPENSES	**$ 231,598**	**$ 229,388**	**$ 292,200**	**$ (224,900)**	**$ 67,300**
LIGHTING FUND	**ENDING FUND BALANCE**	**$ 338,689**	**$ 343,330**	**$ 283,130**		**$ 443,830**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
POLICE & FIRE PENSION FUND	**BEGINNING FUND BALANCE**	**$ 1,482,565**	**$ 1,432,242**	**$ 1,506,350**		**$ 1,523,772**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 1,062,566	$ 1,190,538	$ 1,206,922	$ 17,078	$ 1,224,000
	Intergovernmental	$ 97,052	$ 110,028	$ 101,000	$ 9,000	$ 110,000
	TOTAL RECEIPTS	**$ 1,159,618**	**$ 1,300,566**	**$ 1,307,922**	**$ 26,078**	**$ 1,334,000**
21236 Police and Fire Pension	Fringe Benefits	$ 1,201,153	$ 1,214,763	$ 1,275,000	$ 240,000	$ 1,515,000
21236 Police and Fire Pension	Services	$ 8,787	$ 11,695	$ 15,500	$ 2,000	$ 17,500
	DEPARTMENT TOTAL	***$ 1,209,940***	***$ 1,226,458***	***$ 1,290,500***	***$ 242,000***	***$ 1,532,500***
	TOTAL EXPENSES	**$ 1,209,940**	**$ 1,226,458**	**$ 1,290,500**	**$ 242,000**	**$ 1,532,500**
POLICE & FIRE PENSION FUND	**ENDING FUND BALANCE**	**$ 1,432,242**	**$ 1,506,350**	**$ 1,523,772**		**$ 1,325,272**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
SECONDARY SEWER PLANT FUND	**BEGINNING FUND BALANCE**	**$ 34,051**	**$ 95,096**	**$ 102,196**		**$ 107,191**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Other Financing Sources	$ 905,000	$ 905,000	$ 905,000	$ (70,000)	$ 835,000
	TOTAL RECEIPTS	**$ 905,000**	**$ 905,000**	**$ 905,000**	**$ (70,000)**	**$ 835,000**
93930 Secondary Sewer Plant	Debt Service	$ 843,955	$ 897,900	$ 900,005	$ 1,079	$ 901,084
	DEPARTMENT TOTALS	***$ 843,955***	***$ 897,900***	***$ 900,005***	***$ 1,079***	***$ 901,084***
	TOTAL EXPENSES	**$ 843,955**	**$ 897,900**	**$ 900,005**	**$ 1,079**	**$ 901,084**
SECONDARY SEWER PLANT FUND	**ENDING FUND BALANCE**	**$ 95,096**	**$ 102,196**	**$ 107,191**		**$ 41,106.75**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
GARBAGE & REFUSE FUND	**BEGINNING FUND BALANCE**	**$ 220,845**	**$ 346,792**	**$ 190,987**		**$ 4,396**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 692,027	$ 703,838	$ 705,268	$ 54,732	$ 760,000
	Charges for Services	$ 1,080	$ 720	$ 2,500	$ (1,780)	$ 720
	Licenses, Permits and Fees	$ 1,830	$ 1,710	$ 2,000	$ (170)	$ 1,830
	Intergovernmental	$ 8,152	$ 6,980	$ 10,000	$ (2,500)	$ 7,500
	Miscellaneous	$ 67,630	$ 37,484	$ 50,934	$ -	$ 50,934
	Other Financing Sources	$ 738,253	$ 398,514	$ 722,000	$ (99,200)	$ 622,800
	TOTAL RECEIPTS	**$ 1,508,972**	**$ 1,149,245**	**$ 1,492,702**	**$ (48,918)**	**$ 1,443,784**
31338 Garbage and Refuse	Salaries	$ 408,852	$ 400,338	$ 378,457	$ 47,543	$ 426,000
31338 Garbage and Refuse	Fringe Benefits	$ 149,221	$ 193,047	$ 188,070	$ 30,880	$ 218,950
31338 Garbage and Refuse	Travel, Registration, Dues, and Memberships	$ -	$ -	$ 1,000	$ -	$ 1,000
31338 Garbage and Refuse	Services	$ 389,752	$ 450,048	$ 453,100	$ (56,700)	$ 396,400
31338 Garbage and Refuse	Supplies and Materials	$ 106,934	$ 141,848	$ 166,700	$ 80,000	$ 246,700
31338 Garbage and Refuse	Capital Outlay	$ 119,869	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 1,174,628***	***$ 1,185,281***	***$ 1,187,327***	***$ 101,723***	***$ 1,289,050***
31952 Curbside Recycling	Services	$ 208,398	$ 119,769	$ 301,400	$ (149,000)	$ 152,400
	DEPARTMENT TOTAL	***$ 208,398***	***$ 119,769***	***$ 301,400***	***$ (149,000)***	***$ 152,400***
	TOTAL EXPENSES	**$ 1,383,026**	**$ 1,305,050**	**$ 1,488,727**	**$ (47,277)**	**$ 1,441,450**
GARBAGE & REFUSE FUND	**ENDING FUND BALANCE**	**$ 346,792**	**$ 190,987**	**$ 194,962**		**$ 6,730**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MOTOR VEHICLE LICENSE FUND	**BEGINNING FUND BALANCE**	**$ 389,928**	**$ 605,192**	**$ 787,240**		**$ 652,538**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 290,810	$ 305,286	$ 310,000	$ (7,100)	$ 302,900
	Earning on Investment	$ 3,538	$ 809	$ 2,000	$ 8,000	$ 10,000
	TOTAL RECEIPTS	**$ 294,347**	**$ 306,095**	**$ 312,000**	**$ 900**	**$ 312,900**
71542 Motor Vehicle License	Services	$ 79,083	$ 124,047	$ 230,000	$ (100,000)	$ 130,000
	DEPARTMENT TOTAL	***$ 79,083***	***$ 124,047***	***$ 230,000***	***$ (100,000)***	***$ 130,000***
	TOTAL EXPENSES	**$ 79,083**	**$ 124,047**	**$ 230,000**	**$ (100,000)**	**$ 130,000**
MOTOR VEHICLE LICENSE FUND	**ENDING FUND BALANCE**	**$ 605,192**	**$ 787,240**	**$ 869,240**		**$ 835,438**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
ASR RADIO FUND	**BEGINNING FUND BALANCE**	**$ 23,353**	**$ 21,963**	**$ 45,641**		**$ 26,023**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Licenses, Permits and Fees	$ 20,800	$ 20,000	$ 40,000	$ -	$ 40,000
	Other Financing Sources	$ 7,500	$ 7,500	$ 10,000	$ -	$ 10,000
	TOTAL RECEIPTS	**$ 28,300**	**$ 27,500**	**$ 50,000**	**$ -**	**$ 50,000**
21233 Fire	Services	$ 29,690	$ 3,822	$ 41,700	$ (1,700)	$ 40,000
	DEPARTMENT TOTAL	***$ 29,690***	***$ 3,822***	***$ 41,700***	***$ (1,700)***	***$ 40,000***
	TOTAL EXPENSES	**$ 29,690**	**$ 3,822**	**$ 41,700**	**$ (1,700)**	**$ 40,000**
ASR RADIO FUND	**ENDING FUND BALANCE**	**$ 21,963**	**$ 45,641**	**$ 53,941**		**$ 36,023**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
STREET TREES FUND	**BEGINNING FUND BALANCE**	**$ 398,392**	**$ 466,006**	**$ 546,974**		**$ 266,895**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Special Assessment	$ 70,424	$ 70,710	$ 70,000	$ 1,900	$ 71,900
	Miscellaneous	$ 55,575	$ 110,675	$ 60,500	$ 10,000	$ 70,500
	Other Financing Sources	$ 35,000	$ 35,000	$ 35,000	$ -	$ 35,000
	TOTAL RECEIPTS	**$ 160,999**	**$ 216,385**	**$ 165,500**	**$ 11,900**	**$ 177,400**

		2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
71645 Street Trees	Services	$ 93,385	$ 133,870	$ 360,825	$ (1,925)	$ 358,900
71645 Street Trees	Supplies and Materials	$ -	$ 1,547	$ 2,000	$ 2,500	$ 4,500
	DEPARTMENT TOTAL	***$ 93,385***	***$ 135,417***	***$ 362,825***	***$ 575***	***$ 363,400***
	TOTAL EXPENSES	**$ 93,385**	**$ 135,417**	**$ 362,825**	**$ 575**	**$ 363,400**
STREET TREES FUND	**ENDING FUND BALANCE**	**$ 466,006**	**$ 546,974**	**$ 349,649**		**$ 80,895**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
PUBLIC TRANSPORTATION FUND	**BEGINNING FUND BALANCE**	**$ 152,698**	**$ 308,837**	**$ 390,420**		**$ 401,764**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Property and Other Local Taxes	$ 454,921	$ 462,408	$ 466,944	$ 43,056	$ 510,000
	Intergovernmental	$ 50,974	$ 51,102	$ 50,000	$ 1,000	$ 51,000
	TOTAL RECEIPTS	**$ 505,894**	**$ 513,510**	**$ 516,944**	**$ 44,056**	**$ 561,000**
71375 Public Transportation	Services	$ 349,755	$ 431,927	$ 505,600	$ 51,300	$ 556,900
	DEPARTMENT TOTAL	***$ 349,755***	***$ 431,927***	***$ 505,600***	***$ 51,300***	***$ 556,900***
	TOTAL EXPENSES	**$ 349,755**	**$ 431,927**	**$ 505,600**	**$ 51,300**	**$ 556,900**
PUBLIC TRANSPORTATION FUND	**ENDING FUND BALANCE**	**$ 308,837**	**$ 390,420**	**$ 401,764**		**$ 405,864**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MUNI COURT COMPUTER/L.R. FUND	**BEGINNING FUND BALANCE**	**$ 270,482**	**$ 249,485**	**$ 247,883**		**$ 176,083**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 75,157	$ 91,312	$ 98,000	$ -	$ 98,000
	Miscellaneous	$ -	$ -	$ 200	$ (200)	$ -
	TOTAL RECEIPTS	**$ 75,157**	**$ 91,312**	**$ 98,200**	**$ (200)**	**$ 98,000**
11820 Municipal Court - Computer/L.R.	Supplies and Materials	$ 14,354	$ 18,625	$ 20,000	$ -	$ 20,000
11820 Municipal Court - Computer/L.R.	Capital Outlay	$ 81,799	$ 74,290	$ 150,000	$ (150,000)	$ -
	DEPARTMENT TOTAL	***$ 96,154***	***$ 92,915***	***$ 170,000***	***$ (150,000)***	***$ 20,000***
	TOTAL EXPENSES	**$ 96,154**	**$ 92,915**	**$ 170,000**	**$ (150,000)**	**$ 20,000**
MUNI COURT COMPUTER/L.R. FUND	**ENDING FUND BALANCE**	**$ 249,485**	**$ 247,883**	**$ 176,083**		**$ 254,083**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MUNI COURT PROBATION SERV. FUND	**BEGINNING FUND BALANCE**	**$ 77,380**	**$ 94,169**	**$ 101,358**		**$ 64,358**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 21,382	$ 24,062	$ 23,000	$ (23,000)	$ -
	TOTAL RECEIPTS	**$ 21,382**	**$ 24,062**	**$ 23,000**	**$ (23,000)**	**$ -**
11920 Municipal Court - Probation	Services	$ -	$ 5,800	$ 50,000	$ (10,000)	$ 40,000
11920 Municipal Court - Probation	Supplies and Materials	$ 4,593	$ 11,074	$ 10,000	$ -	$ 10,000
11920 Municipal Court - Probation	Capital Outlay	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 4,593***	***$ 16,874***	***$ 60,000***	***$ (10,000)***	***$ 50,000***
	TOTAL EXPENSES	**$ 4,593**	**$ 16,874**	**$ 60,000**	**$ (10,000)**	**$ 50,000**
MUNI COURT PROBATION SERV. FUND	**ENDING FUND BALANCE**	**$ 94,169**	**$ 101,358**	**$ 64,358**		**$ 14,358**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MUNI COURT SPEC. PROJECTS FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ 48,250**	**$ 129,400**		**$ 129,400**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 48,250	$ 81,150	$ 60,000	$ -	$ 60,000
	TOTAL RECEIPTS	**$ 48,250**	**$ 81,150**	**$ 60,000**	**$ -**	**$ 60,000**
11720 Municipal Court - Special Projects	Services	$ -	$ -	$ 20,000	$ -	$ 20,000
11720 Municipal Court - Special Projects	Supplies and Materials	$ -	$ -	$ 20,000	$ -	$ 20,000
11720 Municipal Court - Special Projects	Capital Outlay	$ -	$ -	$ 20,000	$ (20,000)	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ 60,000***	***$ (20,000)***	***$ 40,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ 60,000**	**$ (20,000)**	**$ 40,000**
MUNI COURT SPEC. PROJECTS FUND	**ENDING FUND BALANCE**	**$ 48,250**	**$ 129,400**	**$ 129,400**		**$ 149,400**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
RIGHT OF WAY REPAIRS FUND	**BEGINNING FUND BALANCE**	**$ 54,451**	**$ 67,616**	**$ 84,456**		**$ 87,456**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Miscellaneous	$ 13,265	$ 16,840	$ 13,000	$ 7,800	$ 20,800
	TOTAL RECEIPTS	**$ 13,265**	**$ 16,840**	**$ 13,000**	**$ 7,800**	**$ 20,800**
71100 Right of Way Repairs	Miscellaneous	$ 100	$ -	$ 10,000	$ 15,000	$ 25,000
	DEPARTMENT TOTAL	***$ 100***	***$ -***	***$ 10,000***	***$ 15,000***	***$ 25,000***
	TOTAL EXPENSES	**$ 100**	**$ -**	**$ 10,000**	**$ 15,000**	**$ 25,000**
RIGHT OF WAY REPAIRS FUND	**ENDING FUND BALANCE**	**$ 67,616**	**$ 84,456**	**$ 87,456**		**$ 83,256**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
CORONAVIRUS RELIEF FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ 15,153**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ 1,832,161	$ -	$ -	$ -	$ -
	Earning on Investment	$ 1,247	$ -	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ 1,833,408**	**$ -**	**$ -**	**$ -**	**$ -**
11745 CARES Act	Salaries	$ 1,366,720	$ (8,054)	$ -	$ -	$ -
11745 CARES Act	Services	$ 26,796	$ (344)	$ -	$ -	$ -
11745 CARES Act	Supplies and Materials	$ 15,009	$ 2,898	$ -	$ -	$ -
11745 CARES Act	Capital Outlay	$ 409,731	$ 20,653	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 1,818,256***	***$ 15,153***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	**$ 1,818,256**	**$ 15,153**	**$ -**	**$ -**	**$ -**
CORONAVIRUS RELIEF FUND	**ENDING FUND BALANCE**	**$ 15,153**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
CARES ACT 2 FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ 14**	**$ 14**		**$ 14**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ 16,806	$ -	$ -	$ -	$ -
	Earning on Investment	$ 14	$ -	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ 16,820**	**$ -**	**$ -**	**$ -**	**$ -**
11746 CARES Act (2)	Capital Outlay	$ 16,806	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 16,806***	***$ -***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	**$ 16,806**	**$ -**	**$ -**	**$ -**	**$ -**
CARES ACT 2 FUND	**ENDING FUND BALANCE**	**$ 14**	**$ 14**	**$ 14**		**$ 14**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
LOCAL FISCAL RECOVERY FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ 1,132,673**		**$ 323,000**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Intergovernmental	$ -	$ 1,132,673	$ 1,132,673	$ (1,132,673)	$ -
	TOTAL RECEIPTS	**$ -**	**$ 1,132,673**	**$ 1,132,673**	**$ (1,132,673)**	**$ -**
11747 American Rescue Plan Act	Salaries	$ -	$ -	$ -	$ -	$ -
11747 American Rescue Plan Act	Services	$ -	$ -	$ 2,265,346	$ (2,265,346)	$ -
11747 American Rescue Plan Act	Supplies and Materials	$ -	$ -	$ -	$ -	$ -
11747 American Rescue Plan Act	Capital Outlay	$ -	$ -	$ -	$ 323,000	$ 323,000
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ 2,265,346***	***$ (1,942,346)***	***$ 323,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ 2,265,346**	**$ (1,942,346)**	**$ 323,000**
LOCAL FISCAL RECOVERY FUND	**ENDING FUND BALANCE**	**$ -**	**$ 1,132,673**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
FIRE LOSS CLAIMS FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**
	Intergovernmental	$ -	$ -	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
11755 City Wide	Services	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Miscellaneous	$ -	$ -	$ -	$ -	$ -
11755 City Wide	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
FIRE LOSS CLAIMS FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
DRUG LAW ENFORCEMENT FUND	**BEGINNING FUND BALANCE**	**$ 24,932**	**$ 26,624**	**$ 21,941**		**$ 20,000**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 1,692	$ 1,040	$ 5,000	$ (3,000)	$ 2,000
	TOTAL RECEIPTS	**$ 1,692**	**$ 1,040**	**$ 5,000**	**$ (3,000)**	**$ 2,000**
21232 Police	Travel, Registration, Dues, and Memberships	$ -	$ -	$ 2,500	$ -	$ 2,500
21232 Police	Services	$ -	$ -	$ -	$ 2,500	$ 2,500
21232 Police	Supplies and Materials	$ -	$ -	$ 12,500	$ -	$ 12,500
21232 Police	Capital Outlay	$ -	$ 5,722	$ 5,000	$ (5,000)	$ -
21232 Police	Miscellaneous	$ -	$ -	$ -	$ 2,500	$ 2,500
	DEPARTMENT TOTAL	***$ -***	***$ 5,722***	***$ 20,000***	***$ -***	***$ 20,000***
	TOTAL EXPENSES	**$ -**	**$ 5,722**	**$ 20,000**	**$ -**	**$ 20,000**
DRUG LAW ENFORCEMENT FUND	**ENDING FUND BALANCE**	**$ 26,624**	**$ 21,941**	**$ 6,941**		**$ 2,000**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
POLICE DIV. DUI ARREST FUND	**BEGINNING FUND BALANCE**	**$ 29,935**	**$ 30,891**	**$ 31,851**		**$ 32,000**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 955	$ 960	$ 4,000	$ (2,800)	$ 1,200
	TOTAL RECEIPTS	**$ 955**	**$ 960**	**$ 4,000**	**$ (2,800)**	**$ 1,200**
21232 Police	Salaries	$ -	$ -	$ -	$ 15,000	$ 15,000
21232 Police	Supplies and Materials	$ -	$ -	$ 10,000	$ 5,000	$ 15,000
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ 10,000***	***$ 20,000***	***$ 30,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ 10,000**	**$ 20,000**	**$ 30,000**
POLICE DIV. DUI ARREST FUND	**ENDING FUND BALANCE**	**$ 30,891**	**$ 31,851**	**$ 25,851**		**$ 3,200**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
FURTHERANCE OF JUSTICE FUND	**BEGINNING FUND BALANCE**	**$ 12,141**	**$ 12,141**	**$ 12,141**		**$ 12,000**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ -	$ -	$ 2,000	$ (1,000)	$ 1,000
	Miscellaneous	$ -	$ -	$ 2,000	$ -	$ 2,000
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ 4,000**	**$ (1,000)**	**$ 3,000**
21232 Police	Services	$ -	$ -	$ 11,000	$ (5,000)	$ 6,000
21232 Police	Supplies and Materials	$ -	$ -	$ 1,000	$ 5,000	$ 6,000
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ 12,000***	***$ -***	***$ 12,000***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ 12,000**	**$ -**	**$ 12,000**
FURTHERANCE OF JUSTICE FUND	**ENDING FUND BALANCE**	**$ 12,141**	**$ 12,141**	**$ 4,141**		**$ 3,000**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
FEDERAL LAW ENFORCEMENT TRUST FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ 1,800**	**$ 363,735**		**$ 260,000**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Fines and Forefeitures	$ 1,800	$ 363,604	$ 100	$ -	$ 100
	Earnings on Investment	$ -	$ -	$ -	$ 3,000	$ 3,000
	TOTAL RECEIPTS	**$ 1,800**	**$ 363,604**	**$ 100**	**$ 3,000**	**$ 3,100**
21232 Police	Travel, Registration, Dues, and Memberships	$ -	$ -	$ 50,000	$ (30,000)	$ 20,000
21232 Police	Supplies and Materials	$ -	$ -	$ -	$ 40,000	$ 40,000
21232 Police	Capital Outlay	$ -	$ 1,669	$ 313,704	$ (113,704)	$ 200,000
	DEPARTMENT TOTAL	***$ -***	***$ 1,669***	***$ 363,704***	***$ (103,704)***	***$ 260,000***
	TOTAL EXPENSES	**$ -**	**$ 1,669**	**$ 363,704**	**$ (103,704)**	**$ 260,000**
FEDERAL LAW ENFORCEMENT TRUST FUND	**ENDING FUND BALANCE**	**$ 1,800**	**$ 363,735**	**$ 131**		**$ 3,100**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
BOND RETIREMENT FUND	**BEGINNING FUND BALANCE**	**$ 20,780**	**$ 490,763**	**$ 763**		**$ 763**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Other Financing Sources	$ 4,551,245	$ 2,570,000	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ 4,551,245**	**$ 2,570,000**	**$ -**	**$ -**	**$ -**
93021 Bond Retirement	Debt Service	$ 4,081,262	$ 3,060,000	$ -	$ -	$ -
93021 Bond Retirement	Other Financing Sources	$ -	$ -	$ -	$ -	$ -

	DEPARTMENT TOTAL	***4,081,262***	***3,060,000***	***-***	***-***	***-***
	TOTAL EXPENSES	**4,081,262**	**3,060,000**	**-**	**-**	**-**
BOND RETIREMENT FUND	**ENDING FUND BALANCE**	**490,763**	**763**	**763**		**763**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
CAPITAL IMPROVEMENTS FUND	**BEGINNING FUND BALANCE**	**3,204,643**	**4,377,483**	**4,258,381**		**500,000**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Intergovernmental	101,120	1,033,778	940,000	(940,000)	-
	Miscellaneous	56,279	116,259	435,000	(405,000)	30,000
	Other Financing Sources	3,640,000	2,540,000	5,237,370	3,070,130	8,307,500
	TOTAL RECEIPTS	**3,797,399**	**3,690,038**	**6,612,370**	**1,725,130**	**8,337,500**
Capital Improvements	Services	-	-	100	(100)	-
Capital Improvements	Capital Outlay	2,618,559	3,809,140	9,472,600	(4,635,100)	4,837,500
Capital Improvements	Debt Service	6,000	-	-	-	-
Capital Improvements	Other Financing Sources	-	-	-	-	-
	DEPARTMENT TOTAL	***2,624,559***	***3,809,140***	***9,472,700***	***(4,635,200)***	***4,837,500***
	TOTAL EXPENSES	**2,624,559**	**3,809,140**	**9,472,700**	**(4,635,200)**	**4,837,500**
CAPITAL IMPROVEMENTS FUND	**ENDING FUND BALANCE**	**4,377,483**	**4,258,381**	**1,398,051**		**4,000,000**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
PARK, LAND, ACQUISITION FUND	**BEGINNING FUND BALANCE**	**444,959**	**372,961**	**576,910**		**425,827**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	-	2,978	-	3,000	3,000
	Licenses, Permits and Fees	17,015	49,305	-	-	-
	Other Financing Sources	15,000	365,000	198,000	(183,000)	15,000
	TOTAL RECEIPTS	**32,015**	**417,283**	**198,000**	**(180,000)**	**18,000**
Capital Improvements	Other Financing Sources	-	-	-	-	-
Capital Improvements	Capital Outlay	104,013	213,334	258,000	(258,000)	-
	DEPARTMENT TOTAL	***104,013***	***213,334***	***258,000***	***(258,000)***	***-***
	TOTAL EXPENSES	**104,013**	**213,334**	**258,000**	**(258,000)**	**-**
PARK, LAND, ACQUISITION FUND	**ENDING FUND BALANCE**	**372,961**	**576,910**	**516,910**		**443,827**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
WATER DIVISION FUND	**BEGINNING FUND BALANCE**	**550,692**	**659,432**	**1,649,345**		**1,292,956**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	7,122,370	7,014,288	8,054,000	2,000	8,056,000
	Miscellaneous	51,745	12,108	13,000	2,000	15,000
	TOTAL RECEIPTS	**7,174,115**	**7,026,396**	**8,067,000**	**4,000**	**8,071,000**
61814 Water	Salaries	596,561	569,053	802,596	30,904	833,500
61814 Water	Fringe Benefits	191,754	203,808	342,934	41,416	384,350
61814 Water	Travel, Registration, Dues, and Memberships	1,384	2,436	7,000	8,750	15,750
61814 Water	Services	4,444,274	4,972,345	4,549,200	1,143,505	5,692,705
61814 Water	Supplies and Materials	257,656	249,378	190,300	774,200	964,500
61814 Water	Capital Outlay	42,602	18,952	255,500	(255,500)	-
61814 Water	Miscellaneous	31,146	20,509	3,100	32,500	35,600
61814 Water	Other Financing Sources	1,500,000	-	2,173,000	(1,673,000)	500,000
	DEPARTMENT TOTAL	***7,065,375***	***6,036,482***	***8,323,630***	***102,775***	***8,426,405***
	TOTAL EXPENSES	**7,065,375**	**6,036,482**	**8,323,630**	**102,775**	**8,426,405**
WATER DIVISION FUND	**ENDING FUND BALANCE**	**659,432**	**1,649,345**	**1,392,715**		**937,552**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
WATER POLLUTION CONTROL FUND	**BEGINNING FUND BALANCE**	**905,782**	**2,276,845**	**5,938,011**		**6,765,811**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	8,449,838	7,153,727	8,110,000	8,500	8,118,500
	Miscellaneous	99,511	21,957	20,000	-	20,000
	TOTAL RECEIPTS	**8,549,348**	**7,175,684**	**8,130,000**	**8,500**	**8,138,500**
61815 Water Pollution Control	Salaries	1,144,979	1,094,356	1,552,871	(674,871)	878,000
61815 Water Pollution Control	Fringe Benefits	447,507	500,167	601,574	(203,174)	398,400
61815 Water Pollution Control	Travel, Registration, Dues, and Memberships	12,513	11,540	15,000	(10,200)	4,800
61815 Water Pollution Control	Services	613,396	617,930	1,007,699	(159,349)	848,350
61815 Water Pollution Control	Supplies and Materials	239,268	261,074	211,800	45,450	257,250

61815 Water Pollution Control	Capital Outlay	$ 82,029	$ 76,101	$ 213,000	$ (213,000)	$ -
61815 Water Pollution Control	Miscellaneous	$ 2,765	$ 20,247	$ 33,000	$ (14,000)	$ 19,000
61815 Water Pollution Control	Other Financing Sources	$ 4,560,000	$ 860,000	$ 3,403,944	$ (2,643,944)	$ 760,000
	DEPARTMENT TOTAL	***$ 7,102,456***	***$ 3,441,415***	***$ 7,038,888***	***$ (3,873,088)***	***$ 3,165,800***
61826 Sewer Collections	Salaries	$ -	$ -	$ -	$ 833,500	$ 833,500
61826 Sewer Collections	Fringe Benefits	$ -	$ -	$ -	$ 384,350	$ 384,350
61826 Sewer Collections	Travel, Registration, Dues, and Memberships	$ -	$ -	$ -	$ 15,750	$ 15,750
61826 Sewer Collections	Services	$ -	$ -	$ -	$ 606,050	$ 606,050
61826 Sewer Collections	Supplies and Materials	$ -	$ -	$ -	$ 313,600	$ 313,600
61826 Sewer Collections	Capital Outlay	$ -	$ -	$ -	$ -	$ -
61826 Sewer Collections	Miscellaneous	$ -	$ -	$ -	$ 15,000	$ 15,000
61826 Sewer Collections	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ 2,168,250***	***$ 2,168,250***
62955 Storm Water Management	Salaries	$ 63,269	$ 62,379	$ -	$ -	$ -
62955 Storm Water Management	Fringe Benefits	$ 9,760	$ 10,322	$ -	$ -	$ -
62955 Storm Water Management	Travel, Registration, Dues, and Memberships	$ 173	$ 237	$ 3,500	$ 900	$ 4,400
62955 Storm Water Management	Services	$ 1,150	$ -	$ 4,000	$ 480,600	$ 484,600
62955 Storm Water Management	Supplies and Materials	$ 1,478	$ 165	$ 9,000	$ 13,250	$ 22,250
62955 Storm Water Management	Capital Outlay	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 75,830***	***$ 73,103***	***$ 16,500***	***$ 494,750***	***$ 511,250***
	TOTAL EXPENSES	**$ 7,178,286**	**$ 3,514,518**	**$ 7,055,388**	**$ (1,210,088)**	**$ 5,845,300**
WATER POLLUTION CONTROL FUND	**ENDING FUND BALANCE**	**$ 2,276,845**	**$ 5,938,011**	**$ 7,012,623**		**$ 9,059,011**

		2020 Actual	**2021 Actual**	**2022 Budget**		**2023 Budget**
I & I CLEAN WATER FUND	**BEGINNING FUND BALANCE**	**$ 653,641**	**$ 757,972**	**$ 1,019,001**		**$ 839,001**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	$ 104,331	$ 261,030	$ 50,000	$ -	$ 50,000
	Other Financing Sources	$ -	$ -	$ 50,000	$ (50,000)	$ -
	TOTAL RECEIPTS	**$ 104,331**	**$ 261,030**	**$ 100,000**	**$ (50,000)**	**$ 50,000**
61816 Utility Collections	Supplies and Materials	$ -	$ -	$ 280,000	$ (280,000)	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ 280,000***	***$ (280,000)***	***$ -***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ 280,000**	**$ (280,000)**	**$ -**
I & I CLEAN WATER FUND	**ENDING FUND BALANCE**	**$ 757,972**	**$ 1,019,001**	**$ 839,001**		**$ 889,001**

		2020 Actual	**2021 Actual**	**2022 Budget**		**2023 Budget**
WATER R & E FUND	**BEGINNING FUND BALANCE**	**$ 7,514,037**	**$ 6,824,209**	**$ 7,296,013**		**$ 3,229,172**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	$ 446,201	$ 1,060,809	$ 300,000	$ -	$ 300,000
	Licenses, Permits and Fees	$ -	$ 5,750	$ -	$ -	$ -
	Miscellaneous	$ 4,001	$ -	$ 30,000	$ -	$ 30,000
	Other Financing Sources	$ 1,500,000	$ -	$ 2,173,000	$ (1,673,000)	$ 500,000
	TOTAL RECEIPTS	**$ 1,950,202**	**$ 1,066,559**	**$ 2,503,000**	**$ (1,673,000)**	**$ 830,000**
61814 Water	Capital Outlay	$ 946,694	$ 594,755	$ 5,971,000	$ (3,008,500)	$ 2,962,500
61814 Water	Debt Service	$ 1,693,336	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 2,640,030***	***$ 594,755***	***$ 5,971,000***	***$ (3,008,500)***	***$ 2,962,500***
	TOTAL EXPENSES	**$ 2,640,030**	**$ 594,755**	**$ 5,971,000**	**$ (3,008,500)**	**$ 2,962,500**
WATER R & E FUND	**ENDING FUND BALANCE**	**$ 6,824,209**	**$ 7,296,013**	**$ 3,828,013**		**$ 1,096,672**

		2020 Actual	**2021 Actual**	**2022 Budget**		**2023 Budget**
SEWER R & E FUND	**BEGINNING FUND BALANCE**	**$ 16,768,227**	**$ 18,879,173**	**$ 17,169,823**		**$ 14,627,047**

DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	$ 352,000	$ 761,403	$ 313,000	$ 54,000	$ 367,000
	Special Assessment	$ 326,775	$ 253,450	$ 267,000	$ 3,000	$ 270,000
	Miscellaneous	$ -	$ -	$ 3,000	$ -	$ 3,000
	Other Financing Sources	$ 3,700,000	$ -	$ 2,500,000	$ (2,500,000)	$ -
	TOTAL RECEIPTS	**$ 4,378,775**	**$ 1,014,852**	**$ 3,083,000**	**$ (2,443,000)**	**$ 640,000**
61826 Sewer Collections	Capital Outlay	$ 1,278,830	$ 1,735,355	$ 4,200,000	$ 4,275,500	$ 8,475,500
61826 Sewer Collections	Debt Service	$ 989,000	$ 988,847	$ 995,900	$ (23,600)	$ 972,300
61826 Sewer Collections	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 2,267,830***	***$ 2,724,202***	***$ 5,195,900***	***$ 4,251,900***	***$ 9,447,800***
	TOTAL EXPENSES	**$ 2,267,830**	**$ 2,724,202**	**$ 5,195,900**	**$ 4,251,900**	**$ 9,447,800**
SEWER R & E FUND	**ENDING FUND BALANCE**	**$ 18,879,173**	**$ 17,169,823**	**$ 15,056,923**		**$ 5,819,247**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
EMPLOYEES HEALTH & WELFARE FUND	**BEGINNING FUND BALANCE**	**$ 757,739**	**$ 33,683**	**$ 275,806**		**$ 344,123**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Earning on Investment	$ 4,106	$ 103	$ 2,000	$ 8,000	$ 10,000
	Miscellaneous	$ 349,418	$ 489,675	$ 436,320	$ 3,878,730	$ 4,315,050
	Other Financing Sources	$ 2,208,061	$ 2,893,521	$ 3,177,181	$ (3,177,181)	$ -
	TOTAL RECEIPTS	**$ 2,561,586**	**$ 3,383,299**	**$ 3,615,501**	**$ 709,549**	**$ 4,325,050**
11075 Employees Health and Welfare	Miscellaneous	$ 3,285,642	$ 3,141,176	$ 3,547,184	$ 177,816	$ 3,725,000
	DEPARTMENT TOTAL	***$ 3,285,642***	***$ 3,141,176***	***$ 3,547,184***	***$ 177,816***	***$ 3,725,000***
	TOTAL EXPENSES	**$ 3,285,642**	**$ 3,141,176**	**$ 3,547,184**	**$ 177,816**	**$ 3,725,000**
EMPLOYEES HEALTH & WELFARE FUND	**ENDING FUND BALANCE**	**$ 33,683**	**$ 275,806**	**$ 344,123**		**$ 944,173**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
POSTAGE METER FUND	**BEGINNING FUND BALANCE**	**$ 726**	**$ 1,134**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Other Financing Sources	$ 22,951	$ 24,370	$ 40,000	$ 45,000	$ 85,000
	TOTAL RECEIPTS	**$ 22,951**	**$ 24,370**	**$ 40,000**	**$ 45,000**	**$ 85,000**
11102 Postage Meter	Services	$ 22,542	$ 25,504	$ 40,000	$ 45,000	$ 85,000
11102 Postage Meter	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ 22,542***	***$ 25,504***	***$ 40,000***	***$ 45,000***	***$ 85,000***
	TOTAL EXPENSES	**$ 22,542**	**$ 25,504**	**$ 40,000**	**$ 45,000**	**$ 85,000**
POSTAGE METER FUND	**ENDING FUND BALANCE**	**$ 1,134**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
PAYROLL CLEARING FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Other Financing Sources	$ -	$ -	$ -	$ -	$ -
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
11755 City Wide	Fringes	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
	DEPARTMENT TOTAL	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***
	TOTAL EXPENSES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
PAYROLL CLEARING FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
HOTEL/MOTEL TAX FUND	**BEGINNING FUND BALANCE**	**$ 26,159**	**$ 15,702**	**$ 22,318**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Property and Other Local Taxes	$ 411,054	$ 582,600	$ 500,000	$ 50,000	$ 550,000
	TOTAL RECEIPTS	**$ 411,054**	**$ 582,600**	**$ 500,000**	**$ 50,000**	**$ 550,000**
11015 Hotel/Motel Tax	Miscellaneous	$ 215,984	$ 284,684	$ 250,000	$ 25,000	$ 275,000
11015 Hotel/Motel Tax	Other Financing Sources	$ 205,527	$ 291,300	$ 250,000	$ 25,000	$ 275,000
	DEPARTMENT TOTAL	***$ 421,511***	***$ 575,984***	***$ 500,000***	***$ 50,000***	***$ 550,000***
	TOTAL EXPENSES	**$ 421,511**	**$ 575,984**	**$ 500,000**	**$ 50,000**	**$ 550,000**
HOTEL/MOTEL TAX FUND	**ENDING FUND BALANCE**	**$ 15,702**	**$ 22,318**	**$ 22,318**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
DUI INDIGENT FUND	**BEGINNING FUND BALANCE**	**$ 216,150**	**$ 227,231**	**$ 240,695**		**$ 245,695**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Fines and Forefeitures	$ 11,216	$ 13,531	$ 20,000	$ -	$ 20,000
	TOTAL RECEIPTS	**$ 11,216**	**$ 13,531**	**$ 20,000**	**$ -**	**$ 20,000**
11020 Court	Services	$ 134	$ 67	$ 15,000	$ (2,500)	$ 12,500
11020 Court	Other Financing Sources	$ -	$ -	$ -	$ 50,000	$ 50,000
	DEPARTMENT TOTAL	***$ 134***	***$ 67***	***$ 15,000***	***$ 47,500***	***$ 62,500***
	TOTAL EXPENSES	**$ 134**	**$ 67**	**$ 15,000**	**$ 47,500**	**$ 62,500**
DUI INDIGENT FUND	**ENDING FUND BALANCE**	**$ 227,231**	**$ 240,695**	**$ 245,695**		**$ 203,195**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
STATE HIGHWAY PATROL FUND	**BEGINNING FUND BALANCE**	**$ 4,232**	**$ -**	**$ -**		**$ -**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Intergovernmental	$ 64,739	$ 98,612	$ 62,000	$ 18,000	$ 80,000
	TOTAL RECEIPTS	**$ 64,739**	**$ 98,612**	**$ 62,000**	**$ 18,000**	**$ 80,000**
11032 State Highway Patrol	Miscellaneous	$ 32,370	$ 49,306	$ 31,000	$ 9,000	$ 40,000
11032 State Highway Patrol	Other Financing Sources	$ 36,602	$ 49,306	$ 31,000	$ 9,000	$ 40,000
	DEPARTMENT TOTAL	***$ 68,971***	***$ 98,612***	***$ 62,000***	***$ 18,000***	***$ 80,000***
	TOTAL EXPENSES	**$ 68,971**	**$ 98,612**	**$ 62,000**	**$ 18,000**	**$ 80,000**
STATE HIGHWAY PATROL FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
UTILITY COLLECTION FUND	**BEGINNING FUND BALANCE**	**$ 1,728,720**	**$ 320,966**	**$ 463,731**		**$ 463,731**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Charges for Services	$ 189,055	$ 1,485,763	$ 1,500,000	$ 20,000	$ 1,520,000
	TOTAL RECEIPTS	**$ 189,055**	**$ 1,485,763**	**$ 1,500,000**	**$ 20,000**	**$ 1,520,000**
61816 Utility Collections	Miscellaneous	$ 1,596,808	$ 1,342,998	$ 1,500,000	$ 20,000	$ 1,520,000
	DEPARTMENT TOTAL	***$ 1,596,808***	***$ 1,342,998***	***$ 1,500,000***	***$ 20,000***	***$ 1,520,000***
	TOTAL EXPENSES	**$ 1,596,808**	**$ 1,342,998**	**$ 1,500,000**	**$ 20,000**	**$ 1,520,000**
UTILITY COLLECTION FUND	**ENDING FUND BALANCE**	**$ 320,966**	**$ 463,731**	**$ 463,731**		**$ 463,731**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MUN.PUB.IMPROV.TAX.INCR.EQUIV FUND	**BEGINNING FUND BALANCE**	**$ 4,585**	**$ 4,470**	**$ 4,990**		**$ 4,991**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Property and Other Local Taxes	$ 1,903,846	$ 1,946,355	$ 2,000,000	$ -	$ 2,000,000
	Intergovernmental	$ 8,941	$ 9,838	$ 18,000	$ (8,000)	$ 10,000
	TOTAL RECEIPTS	**$ 1,912,787**	**$ 1,956,193**	**$ 2,018,000**	**$ (8,000)**	**$ 2,010,000**
51120 TIF	Services	$ 13,485	$ 17,629	$ 15,500	$ 2,000	$ 17,500
51120 TIF	Miscellaneous	$ 1,899,416	$ 1,938,044	$ 2,002,499	$ (9,999)	$ 1,992,500
	DEPARTMENT TOTAL	***$ 1,912,901***	***$ 1,955,673***	***$ 2,017,999***	***$ (7,999)***	***$ 2,010,000***
	TOTAL EXPENSES	**$ 1,912,901**	**$ 1,955,673**	**$ 2,017,999**	**$ (7,999)**	**$ 2,010,000**
MUN.PUB.IMPROV.TAX.INCR.EQUIV FUND	**ENDING FUND BALANCE**	**$ 4,470**	**$ 4,990**	**$ 4,991**		**$ 4,991**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
JT. CEMETARY R.E. TAX FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ 13,257**		**$ 13,257**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Property and Other Local Taxes	$ 201,696	$ 225,839	$ 210,000	$ 22,000	$ 232,000
	Intergovernmental	$ 23,183	$ 26,398	$ 22,000	$ 4,000	$ 26,000
	TOTAL RECEIPTS	**$ 224,878**	**$ 252,237**	**$ 232,000**	**$ 26,000**	**$ 258,000**
11085 Fort Meigs Union Cemetery	Services	$ 1,704	$ 2,268	$ 2,300	$ -	$ 2,300
11085 Fort Meigs Union Cemetery	Miscellaneous	$ 223,174	$ 236,712	$ 229,700	$ 26,000	$ 255,700
	DEPARTMENT TOTAL	***$ 224,878***	***$ 238,980***	***$ 232,000***	***$ 26,000***	***$ 258,000***
	TOTAL EXPENSES	**$ 224,878**	**$ 238,980**	**$ 232,000**	**$ 26,000**	**$ 258,000**
JT. CEMETARY R.E. TAX FUND	**ENDING FUND BALANCE**	**$ -**	**$ 13,257**	**$ 13,257**		**$ 13,257**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
LEVIS COMMONS SPECIAL ASSESSMENT FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**
DEPARTMENT NAME	**CATEGORY**	**2020 Actual**	**2021 Actual**	**2022 Budget**	**Budget Changes**	**2023 Budget**
	Special Assessment	$ 425,100	$ 425,100	$ 425,100	$ (425,100)	$ -
	TOTAL RECEIPTS	**$ 425,100**	**$ 425,100**	**$ 425,100**	**$ (425,100)**	**$ -**
51090 Levis Commons Special Assessments	Services	$ 4,209	$ 4,209	$ 4,300	$ (4,300)	$ -
51090 Levis Commons Special Assessments	Miscellaneous	$ 420,891	$ 420,891	$ 420,800	$ (420,800)	$ -
	DEPARTMENT TOTAL	***$ 425,100***	***$ 425,100***	***$ 425,100***	***$ (425,100)***	***$ -***
	TOTAL EXPENSES	**$ 425,100**	**$ 425,100**	**$ 425,100**	**$ (425,100)**	**$ -**

LEVIS COMMONS SPECIAL ASSESSMENT FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
IMD DR INTERLOCK & ALC MONITOR FUND	**BEGINNING FUND BALANCE**	**$ 234,868**	**$ 228,520**	**$ 232,839**		**$ 183,339**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Licenses, Permits and Fees	$ -	$ -	$ 500	$ -	$ 500
	Fines and Forefeitures	$ 26,582	$ 31,243	$ 30,000	$ -	$ 30,000
	TOTAL RECEIPTS	**$ 26,582**	**$ 31,243**	**$ 30,500**	**$ -**	**$ 30,500**
11025 Indigent Driver Alcohol Monitor	Services	$ 32,930	$ 26,924	$ 30,000	$ -	$ 30,000
11025 Indigent Driver Alcohol Monitor	Miscellaneous	$ -	$ -	$ 50,000	$ -	$ 50,000
	DEPARTMENT TOTAL	***$ 32,930***	***$ 26,924***	***$ 80,000***	***$ -***	***$ 80,000***
	TOTAL EXPENSES	**$ 32,930**	**$ 26,924**	**$ 80,000**	**$ -**	**$ 80,000**
IMD DR INTERLOCK & ALC MONITOR FUND	**ENDING FUND BALANCE**	**$ 228,520**	**$ 232,839**	**$ 183,339**		**$ 133,839**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
MAT SURPLUS FUND	**BEGINNING FUND BALANCE**	**$ 33,083**	**$ 32,949**	**$ 32,949**		**$ 32,949**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Other Financing Sources	$ -	$ -	$ 50,000	$ -	$ 50,000
	TOTAL RECEIPTS	**$ -**	**$ -**	**$ 50,000**	**$ -**	**$ 50,000**
11026 MAT Surplus	Services	$ 134	$ -	$ 50,000	$ -	$ 50,000
	DEPARTMENT TOTAL	***$ 134***	***$ -***	***$ 50,000***	***$ -***	***$ 50,000***
	TOTAL EXPENSES	**$ 134**	**$ -**	**$ 50,000**	**$ -**	**$ 50,000**
MAT SURPLUS FUND	**ENDING FUND BALANCE**	**$ 32,949**	**$ 32,949**	**$ 32,949**		**$ 32,949**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
ESID FUND	**BEGINNING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Special Assessment	$ 78,543	$ 78,156	$ 83,000	$ (4,000)	$ 79,000
	TOTAL RECEIPTS	**$ 78,543**	**$ 78,156**	**$ 83,000**	**$ (4,000)**	**$ 79,000**
51095 ESID Special Assessments	Services	$ 774	$ 774	$ 1,000	$ -	$ 1,000
51095 ESID Special Assessments	Miscellaneous	$ 77,769	$ 77,382	$ 82,000	$ (4,000)	$ 78,000
	DEPARTMENT TOTAL	***$ 78,543***	***$ 78,156***	***$ 83,000***	***$ (4,000)***	***$ 79,000***
	TOTAL EXPENSES	**$ 78,543**	**$ 78,156**	**$ 83,000**	**$ (4,000)**	**$ 79,000**
ESID FUND	**ENDING FUND BALANCE**	**$ -**	**$ -**	**$ -**		**$ -**

		2020 Actual	2021 Actual	2022 Budget		2023 Budget
UNCASHED CHECKS FUND	**BEGINNING FUND BALANCE**	**$ 97,001**	**$ 118,996**	**$ 120,470**		**$ 122,470**

DEPARTMENT NAME	CATEGORY	2020 Actual	2021 Actual	2022 Budget	Budget Changes	2023 Budget
	Miscellaneous	$ 24,470	$ 1,549	$ 5,000	$ 5,000	$ 10,000
	TOTAL RECEIPTS	**$ 24,470**	**$ 1,549**	**$ 5,000**	**$ 5,000**	**$ 10,000**
11761 Special Disbursements	Miscellaneous	$ 2,475	$ 75	$ 3,000	$ -	$ 3,000
11761 Special Disbursements	Other Financing Sources	$ -	$ -	$ -	$ 12,000	$ 12,000
	DEPARTMENT TOTAL	***$ 2,475***	***$ 75***	***$ 3,000***	***$ 12,000***	***$ 15,000***
	TOTAL EXPENSES	**$ 2,475**	**$ 75**	**$ 3,000**	**$ 12,000**	**$ 15,000**
UNCASHED CHECKS FUND	**ENDING FUND BALANCE**	**$ 118,996**	**$ 120,470**	**$ 122,470**		**$ 117,470**

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ordinance 61-2022

DATE: November 15, 2022

Subject Matter/Background and **Financial Review**

Petitioner, Five Point Investment, LLC, Stephen R. Mitchell agent, on behalf of the owner, Eric M. Coger of land in Parcel Number J37-100-240000020000, currently located in Middleton Township, has requested annexation of their property through agent, Stephen R. Mitchell. Said request went to the Wood County Commissioners as Expedited Type 1 Annexations and were approved in Resolution No. 22-01027 August 23, 2022. Per ORC 709.022 at the Municipality's next regularly scheduled meeting, 60 days after the receipt of the record of annexation, the Municipal Clerk must be presented with the annexation materials to City Council.

Once City Council is presented with the annexation materials, then City Council has 120 day to vote to accept or reject the annexations. Failure to vote in favor of annexation within 120 days is deemed a rejection of the annexation.

Once City Council votes to accept the annexation, it is effective 30 days after acceptance.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If Council is in agreement a motion to waive the rules, waive the three readings rule, and pass this Ordinance as a non-emergency is appropriate.

ORDINANCE 61-2022

ACCEPTING THE PETITION OF FIVE POINTS INVESTMENT LLC, AGENT STEPHEN R. MITCHELL, FOR ANNEXATION INTO THE CITY

WHEREAS, on August 5, 2022, a petition filed by Five Points Investment LLC, Stephen R. Mitchell agent, requesting the annexation of certain parcels at and around Parcel Numbers J37-100-240000020000, (See Exhibit A attached) to the City of Perrysburg was duly considered and granted by the Board of Wood County Commissioners; and

WHEREAS, the Board of Wood County Commissioners certified the transcript of the annexation proceedings to the Clerk of the City of Perrysburg, which received the transcript on or about August 23, 2022; and

WHEREAS, sixty (60) days from the date of the receipt have now elapsed in accordance with the provision of Revised Code 709.04.

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

SECTION 1. The annexation proposed in the petition of Schroeder Company, Bradley Waugh agent, to the Board of Wood County Commissioners; which requested annexation to the City of Perrysburg, Ohio, of certain territory adjacent thereto as hereinafter described; and which was approved by the Board of County Commissioners on August 23, 2022, is hereby accepted. The territory is described as follows:

(See Resolution approving the annexation with description and map attached)

SECTION 2. The Clerk is authorized and directed to make three (3) copies of this Ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The Clerk shall then forthwith deliver one (1) copy to the County Auditor, one (1) copy to the County Recorder and one (1) copy to the Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and the Clerk shall do all other things as required by law.

SECTION 3. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 4. This ordinance shall be in full force and effect at the earliest time permitted by law.

____
President of Council

____
Mayor

PASSED: ____________________________

ATTEST: ____________________________

APPROVED: __________________________

Kathryn Sandretto
DIRECTOR OF LAW

RESOLUTION NO. 22-01027

In the matter of acknowledging receipt of the Expedited Type 1 annexation petition for territory located in Middleton Township to the City of Perrysburg and Granting the Annexation. **(Petition #22-4)**	)))))	County Commissioners' Office, Wood County, Ohio August 23, 2022

WHEREAS, the Clerk of the Board of County Commissioners is in receipt of an Expedited Type 1 annexation petition, filed by Stephen R. Mitchell, Agent, on behalf of Five Points Investment LLC, petitioner, Eric M. Coger, owner, attached hereto and made a part hereof as if fully rewritten herein, and it appears that all provisions of Section 709.02 of the Ohio Revised Code (ORC) have been met; and

WHEREAS, pursuant to ORC §709.022(A), the Board of County Commissioners shall grant the petition if all statutory requirements have been met; and

WHEREAS, having considered all evidence presented with reference thereto and being fully advised, the said Board finds that:

1. Petition requests that Board of County Commissioners conduct annexation proceedings pursuant to ORC §709.021(A) and §709.022(A).
2. Petition includes signatures of a majority of the owners of real estate in the territory proposed for annexation (ORC §709.02(B)(1)).
3. Each signature includes a date it was obtained, and no signature was obtained more than 180 days before petition was filed (ORC §709.02(C)(1)).
4. Petition includes an accurate legal description of perimeter and an accurate map or plat of the territory proposed for annexation (ORC §709.02(C)(2)).
5. Petition includes name of person to act as agent for the petitioners (ORC §709.02(C)(3)).
6. A list of all tracts, lots, or parcels in the territory proposed for annexation and adjacent territory that includes name of owner, mailing address and permanent parcel number was submitted with petition (ORC §709.02(D)).
7. Real Estate is contiguous to municipality to which annexation is proposed (ORC §709.021 (A)).
8. Petition includes statutory disclosure statement in bold face, capital letters regarding waiver of appeal rights (ORC §709.022(B)).
9. Petition was accompanied by a certified copy of either an annexation agreement or a cooperative economic development agreement (ORC §709.022(A)).

now; therefore, be it

RESOLVED, by the Board of County Commissioners of Wood County, Ohio, that it be and is hereby ordered that the prayer of said petition be granted and that the territory described in the said petition may be annexed to the said *City of Perrysburg, Ohio,* in accordance with the law and that the Clerk of the said Board be and is hereby directed to deliver a certified copy of the entire record of proceedings to the clerk or auditor of the municipality.

Commissioner LaHote moved and Commissioner Bowlus seconded the resolution and the roll being called on its adoption, the vote resulted as follows:

DR. THEODORE H. BOWLUS	yes	Theodore H. Bowlus
CRAIG LAHOTE	yes	Craig LaHote
DORIS I. HERRINGSHAW, Ed.D	yes	Doris I. Herringshaw

Board of County Commissioners,
Wood County, Ohio

Attest: Sandy A. Long
Clerk of said Board

sal
Attachment: Petition, Map, Legal Description
xc: Stephen R. Mitchell, Agent
Wood County Engineer
Wood County Sheriff
Wood County Auditor, Attn: Beth Fritz
Wood County Economic Development Commission
Northwestern Water & Sewer District
Fiscal Officer, Middleton Township Trustees
Clerk of Council, City of Perrysburg
File

EXPEDITED TYPE I PETITION FOR ANNEXATION (SECTION 709.022)
TO THE CITY OF PERRYSBURG
OF 69.221 ACRES MORE OR LESS
IN THE TOWNSHIP OF MIDDLETON

TO THE BOARD OF COUNTY COMMISSIONERS
OF WOOD COUNTY, OHIO:

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described, consisting of 69.221 acres, more or less, in the Township of Middleton which area is contiguous and adjacent to the City of Perrysburg, do hereby pray that said territory be annexed to the City of Perrysburg according to the statutes of the State of Ohio.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof.

In support of said Petition, your petitioners state that there is/are within the territory so prayed to be annexed one OWNER OF REAL ESTATE.

Steve Mitchell, whose address is 3150 Republic Blvd., N., Suite 2, Toledo, Ohio 43615, is hereby appointed Agent for the undersigned Petitioner(s), as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Wood County Engineer in his examination of the Petition and Plat. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners on, before, or after the date set for hearing on this Petition.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BYTHE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

NAME	DATE	ADDRESS
By: Five Point Investments LLC	8/5/22	8945 FIVE POINT RD
		PERRYSBURG OHIO 43551

republic-5pointrd.pet
S:Docs/s&hannex/2022

July 8,2022
Revised August 11, 2022

ANNEXATION

1. A parcel of land being part of the Northwest quarter (1/4) of Section Twenty-Four (24), Town One (1), United States Reserve of the Twelve Mile Square at the foot of the Rapids of the Miami of Lake Erie, in Middleton Township, Wood County, Ohio, said parcel of land being bounded and described as follows:

2. Beginning at the intersection of the South line of said Northwest quarter (1/4) of Section Twenty-Four (24) with the East line of said Northwest quarter (1/4) of Section Twenty-Four (24), said East line of the Northwest quarter (1/4) of Section Twenty-Four (24), also being the centerline of Fort Meigs Road, said point of intersection being marked with a found 6-inch concrete monument;

3. thence in a westerly direction along said South line of the Northwest quarter (1/4) of Section Twenty-Four (24), having a bearing of North eighty-eight (88) degrees, forty (40) minutes, twenty-five (25) seconds West, a distance of two thousand seven hundred four and forty-four hundredths (2,704.44') feet to the intersection of the West line of the Northwest quarter (1/4) of Section twenty-four (24), said point of intersection being marked with a set capped iron rebar;

4. thence North zero (00) degrees, forty-two (42) minutes, twenty-six (26) seconds East along the West line of the Northwest quarter (1/4) of Section twenty-four (24), a distance of one hundred forty-three and sixty-five hundredths (143.65') feet to the intersection of the Easterly Right of Way line of the Baltimore and Ohio Railroad, as described in Volume 130, Page 57, Wood County Deed Records and also being a line drawn one hundred and zero hundredths (100.00') feet easterly of an parallel with the East line of the Annexation Resolution to the City of Perrysburg, as described in Official Record 3303, Page 8 Wood County Deed Records, said point of intersection being marked with a 1/2-inch found iron rod;

5. thence North thirty (30) degrees, forty-five (45) minutes, thirty-six (36) seconds East, along the Easterly Right of Way line of the Baltimore and Ohio Railroad as described in Volume 130, Page 57, Wood County Deed Records and also being a line drawn one hundred and zero hundredths (100.00') feet easterly of an parallel with the East line of the Annexation Resolution to the City of Perrysburg, as described in Official Record 3303, Page 8, Wood County Deed Records, a distance of one hundred seventy-two and seventy-seven hundredths (172.77') feet to a point, said point being marked with a set capped iron rebar;

6. thence North thirty (30) degrees, fifty (50) minutes, twenty-two (22) seconds East, continuing along the Easterly Right of Way line of the Baltimore and Ohio Railroad as described in Volume 130, Page 57, Wood County Deed Records and also being a line

drawn one hundred and zero hundredths (100.00') feet easterly of an parallel with the East line of the Annexation Resolution to the City of Perrysburg, as described in Official Record 3303, Page 8, Wood County Deed Records, a distance of one thousand one hundred fifty-eight and forty-three hundredths (1,158.43') feet to a point, said point being marked with a set capped iron rebar;

7. thence North thirty (30) degrees, forty-seven (47) minutes, thirty-one (31) seconds East, continuing along the Easterly Right of Way line of the Baltimore and Ohio Railroad as described in Volume 130, Page 57, Wood County Deed Records and also being a line drawn one hundred and zero hundredths (100.00') feet easterly of an parallel with the East line of the Annexation Resolution to the City of Perrysburg, as described in Official Record 3303, Page 8, Wood County Deed Records, a distance of fifty-six and forty-two hundredths (56.42') feet to the intersection of the North line of the South half (1/2) of the Northwest quarter (1/4) of Section 24, and the South line of a parcel of land as described in Official Record 3787, Page 854, Wood County Deed Records, in the name of Ahmed O. Jarouche and Randi J Smidi, said point of intersection being marked with a found 1/2-inch iron rod

8. thence South eighty-eight (88) degrees, thirty-eight (38) minutes, thirty (30) seconds East, along the North line of the South half (1/2) of the Northwest quarter (1/4) of Section 24, and along the South line of a parcel of land as described in Official Record 3787, Page 854, Wood County Deed Records, in the name of Ahmed O. Jarouche and Randi J Smidi, and also along the South line of a parcel of land as described in Official Record 3051, page 502, Wood County Deed Records, in the name of Midland Agency of Northwest Ohio Inc., Trustee, a distance of one thousand seven hundred three and eighty-eight hundredths (1,703.88') feet to the intersection of the West line of a parcel of land as described in Volume 667, Page 334, Wood County Deed Records, in the name of Stephan M. Chovanec and Jennifer E Feehan, said point of intersection being marked with a found 1/2-inch iron rod;

9. thence South zero (00) degrees, fifty-seven (57) minutes, fourteen (14) seconds West along the West line of a parcel of land as described in Volume 667, Page 334, Wood County Deed Records, in the name of Stephan M. Chovanec and Jennifer E. Feehan and the West line of a parcel of land as described in Official Record 3858, Page 680, Wood County Deed Records, in the name of Dorothy F. Simon, Trustee and the West line of a parcel of land as described in Official Record 3551, Page 773, Wood County Deed Records, in the name of Tadeusz Szczerba and Elzbieta Szczerba, a distance of seven hundred sixteen and sixty-one hundredths (716.61') feet to the intersection of the South line of a parcel of land as described in Official Record 3551, Page 773, Wood County Deed Records, in the name of Tadeusz Szczerba and Elzbieta Szczerba, said point of intersection being marked with a found 1/2-inch iron rod;

10. thence South eighty-nine (89) degrees, two (02) minutes, forty-six (46) seconds East along the South line of a parcel of land as described in Official Record 3551, Page 773, Wood County Deed Records, in the name of Tadeusz Szczerba and Elzbieta Szczerba, passing through a set capped iron rebar at the intersection of the West Right of Way of Fort Meigs Road, a distance of two hundred eighty and zero hundredths (280.00') feet, a total distance of three hundred ten and zero hundredths (310.00') feet to the intersection of the East line of the Northwest quarter (1/4) of Section Twenty-Four (24), said East line of the Northwest quarter (1/4) of Section Twenty-Four (24), also being the centerline of Fort Meigs Road;

11. thence South zero (00) degrees, fifty-seven (57) minutes, fourteen (14) seconds West along the East line of said Northwest quarter (1/4) of Section Twenty-Four (24), said East line of the Northwest quarter (1/4) of Section Twenty-Four (24), also being the centerline of Fort Meigs Road, a distance of six hundred thirty-five and eighty-five hundredths (635.85') feet to the Point of Beginning.

Said parcel of land containing an area of 3,015,267 square feet, 69.221 acres of land, more or less. Subject to legal highways.

The above-described parcel of land consists of:
3,015,267 square feet, 69.221 acres of land within Tax Parcel No. J37-100-240000020000

Said parcel of land having a present right-of-way occupied area of 19,062 square feet or 0.438 acres of land, more or less.

The above-described parcel of land is subject to any and all leases, easements, and restrictions of record.

The bearings used herein are based on an assumed meridian and are for the express purpose of calculating angular measurements.

Said set capped iron rebar being 5/8" diameter and 30" long and rebar with a plastic cap stamped "Feller, Finch".

The above description is based on a survey performed under my supervision during July, 2022.

Prior Deed Reference is Official Record 3910, Page 587, Wood County Deed Records, in the name of Five Point Investments LLC.

Prepared by:
FELLER, FINCH & ASSOCIATES, INC.

D. Edward Thornton, P. S.
Professional Surveyor No. 7827

STATE OF OHIO
DONALD
EDWARD
THORNTON
7827
REGISTERED
PROFESSIONAL SURVEYOR

P:\Projects\10S09701\Wordprocessing\Legal\10S09701lg12.001.docx

ANNEXATION PLAT

A PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWN 1, UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, MIDDLETON TOWNSHIP, WOOD COUNTY, OHIO

NOTE:
I HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF A TRUE AND ACCURATE BOUNDARY SURVEY PERFORMED UNDER MY SUPERVISION DURING JULY 2022 AND ALSO THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM STANDARDS FOR BOUNDARY SURVEYS" IN THE STATE OF OHIO ADMINISTRATIVE CODE CHAPTER 4733-37, AND LOCAL REQUIREMENTS.
THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, AND ARE FOR THE EXPRESSED PURPOSE OF CALCULATING ANGULAR MEASUREMENTS.

SURVEY REFERENCES
SURVEY BY FELLER, FINCH DATED 9-28-2010- MIDDLETON #487
SURVEY BY PORTER MCDONNELL DATED 9-10-1940 - MIDDLETON #84
SURVEY BY JC ANDRUS DATED 12-29-1998 -- MIDDLETON #346
SURVEY BY RD CUMMINS DATED FEBRUARY 1980 - MIDDLETON #117

LEGEND
△ PK / MAG NAIL FOUND
○ FOUND IRON ROD
▲ MAG NAIL SET
◉ 5/8" IRON PIN W/ PLASTIC CAP STAMPED FELLER, FINCH
FOUND CONCRETE MONUMENT
W.C.D.R. WOOD COUNTY DEED RECORDS
W.C.P.R. WOOD COUNTY PLAT RECORDS

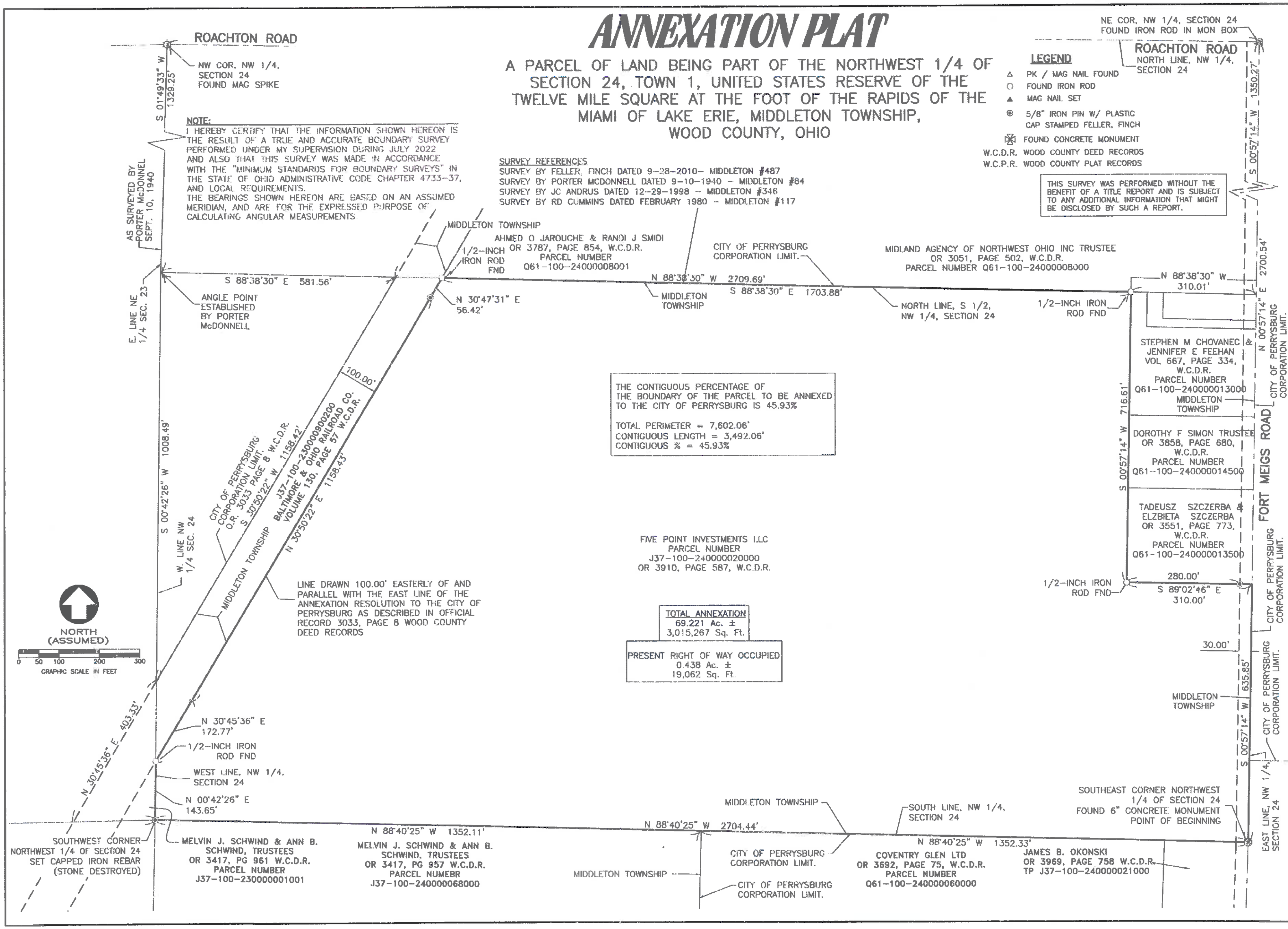
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY ADDITIONAL INFORMATION THAT MIGHT BE DISCLOSED BY SUCH A REPORT.

THE CONTIGUOUS PERCENTAGE OF THE BOUNDARY OF THE PARCEL TO BE ANNEXED TO THE CITY OF PERRYSBURG IS 45.93%

TOTAL PERIMETER = 7,602.06'
CONTIGUOUS LENGTH = 3,492.06'
CONTIGUOUS % = 45.93%

TOTAL ANNEXATION
69.221 Ac. ±
3,015,267 Sq. Ft.

PRESENT RIGHT OF WAY OCCUPIED
0.438 Ac. ±
19,062 Sq. Ft.



Feller Finch & ASSOCIATES, INC. Engineers · Surveyors
1683 Woodlands Drive, Maumee, Ohio 43537
Phone: (419) 893-3680
Fax: (419) 893-2982
www.fellerfinch.com

OHIO UTILITIES PROTECTION SERVICE
CALL 1-800-362-2764 TWO WORKING DAYS BEFORE YOU DIG
NON-MEMBERS MUST BE CALLED DIRECTLY

NORTH

REVISION	DATE

ANNEXATION PLAT

A PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWN 1, UNITED STATES RESERVE OF THE TWELVE MILE SQUARE AT THE FOOT OF THE RAPIDS OF THE MIAMI OF LAKE ERIE, MIDDLETON TOWNSHIP, WOOD COUNTY, OHIO

STATE OF OHIO DONALD EDWARD THORNTON 7827 REGISTERED PROFESSIONAL SURVEYOR

SIGNED
DATE Aug 18, 2022
SCALE: 1" = 100'
DATE: 7-11-2022
DRAWN BY: DET
DESIGN: - CHECK: -
PROJECT: 10S09701
DRAWING: 10-09701FB00A1
SHEET 1 OF 1

P:\Projects\10S09701_Dwg\10-09701FB00A1.dwg, ANNEX, 8/19/2022 9:28:33 AM, EThornton

AGREEMENT

THIS AGREEMENT made this 18th day of April, 2001 by and between the **City of Perrysburg**, a municipal corporation, 201 West Indiana Avenue, Perrysburg, Ohio, (hereafter "City") and **Middleton Township**, 114 Sugar, Haskins, Ohio (hereafter "Township").

WITNESSETH:

WHEREAS, the City and the Township believe that a binding agreement dealing with the issues of protection of revenue sources, provision of water and sanitary sewer services and annexation need to be entered by the parties, and

WHEREAS, the City and the Township believe that an enforceable agreement dealing with these issues is in the interest of both parties, and

WHEREAS, such agreement will protect both entities revenue sources, protect portions of the Township from annexation pursuant to the extension of water and sanitary sewer services, help to control development sprawl, and be in the best interests of the health, safety and welfare of both their residents;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Annexation. The City agrees that it will not enforce any annexation covenant nor enforce any future pre-annexation agreements/covenants or restrictive deed covenants executed as a

condition of the extension of water or sanitary sewer services beyond the city limits of Perrysburg except within the territory graphically shown on "Exhibit A" in tan attached hereto and made a part hereof during the term of this contract. It is understood that the City will continue to annex the property within the territory shown graphically in tan on Exhibit "A" without interference by the Township.

2. Perrysburg's Provision of Water and Sanitary Sewer Services.

The Township recognizes and agrees that the City shall be the sole supplier of sanitary sewer treatment services within the area graphically shown in tan on Exhibit "A". To that end, the Township will not (a) fund or promote, either directly or indirectly, any system or facilities that would remove any present city water and/or any present or potential sanitary sewer customers from that area or (b) support or fund any change of the Facility Planning Areas as approved by the Toledo Metropolitan Council of Governments (TMACOG) on April 18, 2001.

3. Water and Sanitary Sewer Surcharges.

(a) **Sanitary Sewer Rates.** The sanitary sewer rate charged to customers outside the City shall be no more than one hundred twenty-five percent (125%) of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

(b) **Water Rates.** The water rate charged to customers outside the City shall be no more than one hundred fifteen percent (115%)

of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

4. <u>Revenue Sharing.</u> On any land that is annexed to the City from the effective date of this Agreement, the City shall share all non-residential real estate tax revenues in the same manner and on the same basis as the contract between the City and Perrysburg Township dated March 7, 2000 dealing with the land in Levis Industrial Park.

5. <u>Additional Contingencies.</u> This Agreement shall be immediately null and void in the event of the occurrence of any one of the following:

(a) The removal of any current or potential City sanitary sewer customers in the area shown graphically in tan in Exhibit "A" through action by either the Township or the Northwestern Regional Water and Sewer District without the consent of the City. It is understood that there are presently customers of the Northwestern Regional Water & Sewer District within the area shown graphically in tan in Exhibit "A" and they may remain as customers of said District.

6. <u>Consent to Injunction.</u> Should either party attempt, during the term of this Agreement, to breach any of the material terms of this Agreement, they hereby give their consent to an injunction being entered against them by a court of proper jurisdiction and, if found to have breached the Agreement, consent to liquidated damages of One Thousand Dollars ($1,000.00) per day until the breach is cured.

7. Term. The term of this Agreement shall be fifty (50) years beginning April 18, 2001. Each of the terms in this Agreement are contingent on each other and the failure of any one term shall make the entire Agreement null and void.

CITY OF PERRYSBURG

By: ______________________
Mayor

By: ______________________
Director of Finance

MIDDLETON TOWNSHIP

By: ______________________
Trustee

By: ______________________
Trustee

By: Mike Roller
Trustee

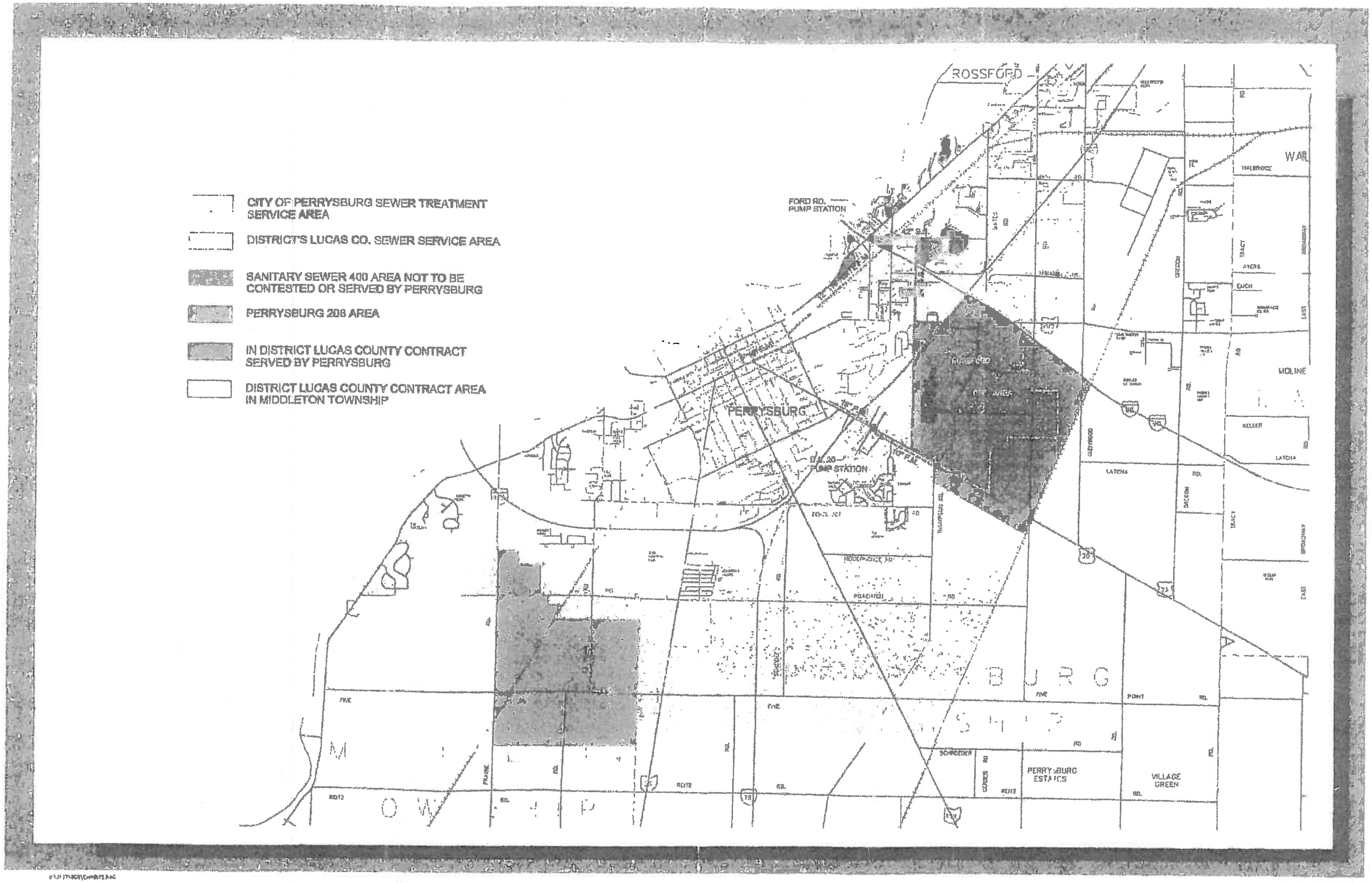
APPROVED AS TO FORM:

____
Peter D. Gwyn
Director of Law

____
Philip L. Dombey
Township Solicitor

CERTIFIED TRUE COPY
OF AN ORIGINAL DOCUMENT
SIGNED Amber Rathburn
DATE 8-4-22

Agm-midd
4/18/01


CITY OF PERRYSBURG SEWER TREATMENT SERVICE AREA
DISTRICT'S LUCAS CO. SEWER SERVICE AREA
SANITARY SEWER 400 AREA NOT TO BE CONTESTED OR SERVED BY PERRYSBURG
PERRYSBURG 208 AREA
IN DISTRICT LUCAS COUNTY CONTRACT SERVED BY PERRYSBURG
DISTRICT LUCAS COUNTY CONTRACT AREA IN MIDDLETON TOWNSHIP
ROSSFORD
FORD RD. PUMP STATION
PERRYSBURG
PUMP STATION
MOLINE
PERRYSBURG ESTATES
VILLAGE GREEN
BURG

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Ordinance 62-2022

DATE: November 15, 2022

Subject Matter/Background

The Fuzinski Annexation was passed earlier this year by Council. This parcel is located on Gloria Road behind the Taco Bell. For the land to be used appropriately, it has been determined for the land to be zoned as C4 (Commercial Highway). This is the opinion both of the Planning Commission, as well as The Planning and Zoning Department.

Financial Review

This legislation will have no financial impact on the City.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If Council is in agreement a motion to waive the rules, waive the three readings rule, and pass this Ordinance as a non-emergency is appropriate.

ORDINANCE 62-2022

AMENDING THE ZONING MAP OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, TO PERMINENT ZOING REGARDING THE FUZINSKI ANNEXATION

WHEREAS in Ordinance 47-2022, the City of Perrysburg, Ohio, accepted the annexation of certain real property (the "Fuzinski Annexation"), a map of which is attached hereto; and,

WHEREAS, on September 29, 2022, the Planning Commission of the City of Perrysburg, Ohio, held a public hearing concerning the permanent zoning of the property, at which time it recommended approval of C4 (Commercial Highway) zoning; and,

WHEREAS, on November 1, 2022, the Perrysburg City Council held a public hearing concerning permanent zoning for the Fuzinski Annexation.

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

SECTION 1. The Zoning District Map attached to and made a part of Ordinance No. 156-2007, passed on October 2, 2007, now known as Title 12 of the Codified Ordinances of the City of Perrysburg, Ohio, and as subsequently amended, is hereby revised and amended by establishing the zoning of the Fuzinski Annexation as C4 (Commercial Highway).

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

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

President of Council

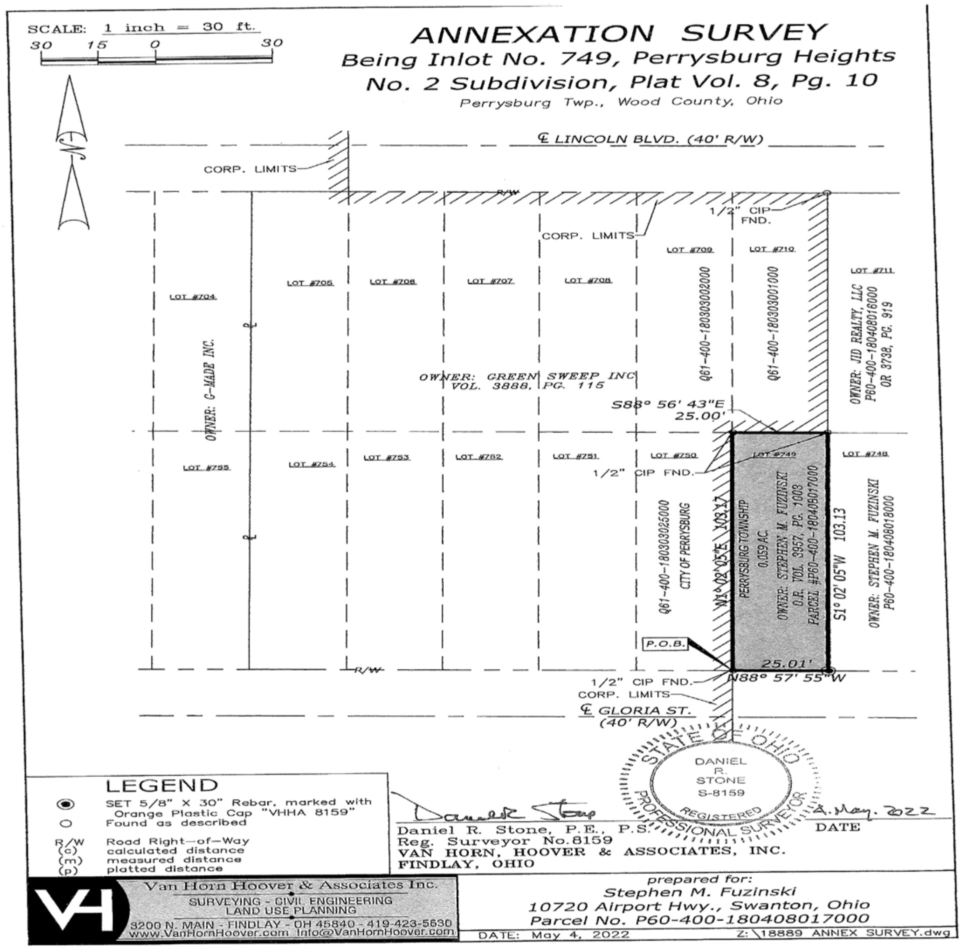
Mayor

PASSED: ______________________________

ATTEST: ______________________________

APPROVED: ___________________________

Kathryn Sandretto
LAW DIRECTOR


SCALE: 1 inch = 30 ft.
30 15 0 30
ANNEXATION SURVEY
Being Inlot No. 749, Perrysburg Heights
No. 2 Subdivision, Plat Vol. 8, Pg. 10
Perrysburg Twp., Wood County, Ohio
N
℄ LINCOLN BLVD. (40' R/W)
CORP. LIMITS
R/W
CORP. LIMITS
1/2" CIP FND.
LOT #704
LOT #705
LOT #706
LOT #707
LOT #708
LOT #709
LOT #710
LOT #711
OWNER: G-MADE INC.
OWNER: GREEN SWEEP INC VOL. 3888, PG. 115
Q61-400-180303002000
Q61-400-180303001000
OWNER: JID REALTY, LLC P60-400-180408016000 OR 3738, PG. 919
S88° 56' 43"E 25.00'
LOT #755
LOT #754
LOT #753
LOT #752
LOT #751
LOT #750
LOT #749
LOT #748
1/2" CIP FND.
Q61-400-180303025000 CITY OF PERRYSBURG
N1° 02' 05"E 103.17
PERRYSBURG TOWNSHIP 0.059 AC.
OWNER: STEPHEN M. FUZINSKI O.R. VOL. 3957, PG. 1009 PARCEL #P60-400-180408017000
S1° 02' 05"W 103.13
OWNER: STEPHEN M. FUZINSKI P60-400-180408018000
P.O.B.
25.01'
N88° 57' 55"W
R/W
1/2" CIP FND.
CORP. LIMITS
℄ GLORIA ST. (40' R/W)
STATE OF OHIO
DANIEL R. STONE S-8159
REGISTERED PROFESSIONAL SURVEYOR
LEGEND
SET 5/8" X 30" Rebar, marked with Orange Plastic Cap "VHHA 8159"
Found as described
R/W Road Right-of-Way
(c) calculated distance
(m) measured distance
(p) platted distance
Daniel R. Stone, P.E., P.S.
Reg. Surveyor No.8159
VAN HORN, HOOVER & ASSOCIATES, INC.
FINDLAY, OHIO
4. May. 2022
DATE
Van Horn Hoover & Associates Inc.
SURVEYING - CIVIL ENGINEERING
LAND USE PLANNING
3200 N. MAIN - FINDLAY - OH 45840 - 419-423-5630
www.VanHornHoover.com Info@VanHornHoover.com
prepared for:
Stephen M. Fuzinski
10720 Airport Hwy., Swanton, Ohio
Parcel No. P60-400-180408017000
DATE: May 4, 2022
Z:\18889 ANNEX SURVEY.dwg

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Resolution 97-2022

DATE: November 15, 2022

Subject Matter/Background

This Resolution awards the bid for Street Trees for 2022 to North Branch Nursery Inc. in an amount of $102,522.

The City undertook a competitive bid process for Street Trees of 2022 and only one company bid therefore, having reviewed the bid the City of Perrysburg found that North Branch Nursery Inc., was the lowest and best company to provide Street Trees for 2022.

Financial Review

This is in the 2022 budget.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the three reading, waive the rules, and authorize this Resolution as an emergency is appropriate. An emergency is requested to allow the planting of the street trees in a timely manner.

Solicitation Information

Agency:
Number:
Description:
Deadline:

City of Perrysburg
2022 Street Tree Planting
2022 Street Tree PlantingThis project consists of planting various street trees in the tree lawn. An addr
2022-11-11 19:20:00 UTC

ess list will be provided to the successful contractor and the tree locations will be marked with a stake.

. All work is located within the City of Perrysburg corporation limits and is thereby eligible for City Inc ome Tax collection. The project will be awarded to the lowest and most responsive bidder based on th ıe Grand Total Price of the Base Bid. Final Completion: on or before May 31, 2023 En gineering Estimate: $ 95,000

Bidders

Business Name	Address	Phone
North Branch Nursery, Inc.	PO Box 353, Pemberville, OH 43450-0353	(419) 287-4679

		North Branch Nursery,	
Item	**Quantity**	**Price**	**Extension**
Base Bid			
661 - Furnish and Plant Swamp White Oak - Each	14	$509.00	$7,126.00
661 - Furnish and Plant Red Oak - Each	6	$509.00	$3,054.00
661 - Furnish and Plant Shingle Oak - Each	4	$509.00	$2,036.00
661 - Furnish and Plant Sawtooth Oak - Each	1	$509.00	$509.00
661 - Furnish and Plant Amur Maple - Each	3	$499.00	$1,497.00
661 - Furnish and Plant Yellowood - Each	11	$534.00	$5,874.00
661 - Furnish and Plant Cucumber Tree - Each	4	$447.00	$1,788.00
661 - Furnish and Plant Golden Raintree - Each	4	$491.00	$1,964.00
661 - Furnish and Plant Kentucky Coffee - Each	11	$510.00	$5,610.00
661 - Furnish and Plant Sweet Gum - Each	4	$486.00	$1,944.00
661 - Furnish and Plant London Plane - Each	19	$485.00	$9,215.00
661 - Furnish and Plant Sycamore Maple - Each	6	$485.00	$2,910.00
661 - Furnish and Plant Hawthorn (Thornless) - Each	6	$483.00	$2,898.00
661 - Furnish and Plant Oct. Reg Glory Maple - Each	3	$483.00	$1,449.00
661 - Furnish and Plant Ginko - Each	8	$522.00	$4,176.00
661 - Furnish and Plant Tulip Poplar - Each	3	$502.00	$1,506.00
661 - Furnish and Plant Green Mt. Sugar Maple - Each	15	$499.00	$7,485.00
661 - Furnish and Plant River Birch - Each	3	$470.00	$1,410.00
661 - Furnish and Plant Green Spire Linden - Each	8	$486.00	$3,888.00
661 - Furnish and Plant Crimean Linden - Each	4	$486.00	$1,944.00
661 - Furnish and Plant American Elm - Each	6	$488.00	$2,928.00
661 - Furnish and Plant Lacebark Elm - Each	3	$488.00	$1,464.00
661 - Furnish and Plant Pioneer Elm - Each	11	$488.00	$5,368.00
661 - Furnish and Plant Frontier Elm - Each	5	$488.00	$2,440.00
661 - Furnish and Plant Valley Forge Elm - Each	1	$488.00	$488.00
661 - Furnish and Plant Green Vase Zelkova - Each	1	$506.00	$506.00
661 - Furnish and Plant Village Green Zelkova - Each	19	$506.00	$9,614.00
661 - Furnish and Plant Kwanzan Cherry - Each	4	$473.00	$1,892.00
661 - Furnish and Plant Common Hackberry - Each	1	$488.00	$488.00
661 - Furnish and Plant Princeton Sentry Ginko - Each	5	$522.00	$2,610.00
661 - Furnish and Plant American Linden - Each	1	$486.00	$486.00
661 - Furnish and Plant Scarlet Oak - Each	1	$509.00	$509.00
661 - Furnish and Plant Shumard Oak - Each	4	$509.00	$2,036.00
661 - Furnish and Plant Red Bud - Each	1	$486.00	$486.00
661 - Furnish and Plant Autumn Blaze Maple - Each	4	$483.00	$1,932.00
661 - Furnish and Plant Autumn Brill Serviceberry - Each	2	$496.00	$992.00
36 Items	**Totals**		$102,522.00

RESOLUTION 97-2022

A RESOLUTION AWARDING A BID AND AGREEMENT TO NORTH BRANCH NURSERY, INC., IN AN AMOUNT OF ONE HUNDRED TWO THOUSAND FIVE HUNDRED TWENTY-TWO DOLLARS ($102,522.00) FOR STREET TREES FOR 2022 AND DECLARING AN EMERGENCY

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

WHEREAS, North Branch Nursery, Inc. provided only bid and therefore, the lowest and best bid for the proposed work, at One Hundred Two Thousand, Five Hundred Twenty-Two Dollars ($102,522.00) and it has the equipment, expertise, personnel, and knowledge to provide the trees.

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

SECTION 1. The City Council authorizes the award of the Bid for the 2022 Street Trees to North Branch Nursery, Inc..; and, the Mayor and Director of Finance are authorized to execute an agreement with North Branch Nursery, Inc. in an amount of One Hundred Two Thousand Five Hundred Twenty-Two Dollars ($102,522.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

____
President of Council

____
Mayor

PASSED: ______________________________

ATTEST: ______________________________

APPROVED: ____________________________

Kathryn Sandretto
LAW DIRECTOR

General Info

Total:

$102,522.00

Number

2022 Street Tree Planting

Deadline

11/11/2022 02:20 PM EST

Vendor

North Branch Nursery, Inc.

Submitted

11/10/2022 08:05 AM EST

Signed by

David Sheidler
Account Holder David Sheidler

Opened

11/11/2022 02:20 PM EST
By
bthomas@ci.perrysburg.oh.us

Description

2022 Street Tree Planting

This project consists of planting various street trees in the tree lawn. An address list will be provided to the successful contractor and the tree locations will be marked with a stake.

All work is located within the City of Perrysburg corporation limits and is thereby eligible for City Income Tax collection.

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

Final Completion: on or before May 31, 2023

Engineering Estimate: $ 95,000

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Attachment List

2_LegalNotice_FY21.pdf (113 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (240 KB)
Project Description

4_InstructionstoBid-FY21.pdf (140 KB)
Instruction to Bidders

5_General Conditions.pdf (230 KB)
General Conditions

6_Specs_FY21.pdf (380 KB)
Specifications

7_Insurance Requirements.pdf (115 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (657 KB)
Contract Forms (For Reference)

Proposal

BID

Proposal of: *

North Branch Nursery, Inc.

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

Ohio

doing business as *

"a corporation"

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

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

2022 Street Tree Planting

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

one hundred two thousand, five hundred twenty two dollars

$ (in currency): *

$102,522.00

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of $150 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

N/A

Addenda Date: *

N/A

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

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

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

Signature: *

David Sheidler

Address: *

3359 Kesson Rd

Title: *

Landscape Manager

City, State, Zip: *

Pemberville OH, 43450

Legal Name of Bidder: *

North Branch Nursery, Inc.

Phone Number: *

(419) 287-4679

Fax Number: *

419 2874161

E-mail Address *

daves@northbranchnursery.com

Base Bid

$102,522.00

Item Code	Description	Quantity	Units	Unit Price	Extension
	Alternates are not included in bid total.				
661	Furnish and Plant Swamp White Oak	14	Each	$509.00	$7,126.00
661	Furnish and Plant Red Oak	6	Each	$509.00	$3,054.00
661	Furnish and Plant Shingle Oak	4	Each	$509.00	$2,036.00
661	Furnish and Plant Sawtooth Oak	1	Each	$509.00	$509.00
661	Furnish and Plant Amur Maple	3	Each	$499.00	$1,497.00
661	Furnish and Plant Yellowood	11	Each	$534.00	$5,874.00
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661	Furnish and Plant Green Spire Linden	8	Each	$486.00	$3,888.00
661	Furnish and Plant Crimean Linden	4	Each	$486.00	$1,944.00
				Total:	**$102,522.00**

Item Code	Description	Quantity	Units	Unit Price	Extension
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661	Furnish and Plant Lacebark Elm	3	Each	$488.00	$1,464.00
661	Furnish and Plant Pioneer Elm	11	Each	$488.00	$5,368.00
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661	Furnish and Plant Common Hackberry	1	Each	$488.00	$488.00
661	Furnish and Plant Princeton Sentry Ginko	5	Each	$522.00	$2,610.00
661	Furnish and Plant American Linden	1	Each	$486.00	$486.00
661	Furnish and Plant Scarlet Oak	1	Each	$509.00	$509.00
661	Furnish and Plant Shumard Oak	4	Each	$509.00	$2,036.00
661	Furnish and Plant Red Bud	1	Each	$486.00	$486.00
661	Furnish and Plant Autumn Blaze Maple	4	Each	$483.00	$1,932.00
661	Furnish and Plant Autumn Brill Serviceberry	2	Each	$496.00	$992.00
				Total:	**$102,522.00**

BID GUARANTEE AND PERFORMANCE BOND

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

North Branch Nursery, Inc.

as Principal and *

Contractor

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

November 8th 2022

to undertake the project known as: *

2022 Street Tree Planting

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

one hundred two thousand, five hundred twenty two dollars

$ (in currency):

$102,522.00

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

Bond Percentage

10.00%

Guarantee Method *

Certified Check or Paper Bid Bond

Certified Check or Paper Bid Bond

Confirmation *

I have provided a Cashier's Check for 10.00% of the bid total amount and have uploaded the Consent of Surety to the Required Documents List at the bottom of the solicitation forms.

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

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

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

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

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

Principal: *

North Branch Nursery, Inc.

By: *

David Sheidler

Title: *

Landscape Manager

Surety: *

certified check

By (Attorney-in-Fact): *

N/A

Address: *

N/A

Agent: *

N/A

Address: *

N/A

EXPERIENCE STATEMENT

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

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

Response to the above: *

North Branch Nursery, Inc. has installed Street Trees for the following Municipalities in the past 20 years

Bowling Green
Village of Luckey
Village of Lindsey
North Baltimore
Perrysburg
Maumee
Waterville
Tiffin
Napoleon

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

Name: *

Tom Oberhouse

Title: *

President

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

N/A

Address: *

N/A

Type of Work: *

N/A

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

2022 Street Tree Planting

Bidder's Name *

David Sheidler

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

other

Enter response if "other" was selected

Landscape Manager/ share holder

of (company name): *

North Branch Nursery, Inc.

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

Signed: *

David Sheidler

Title: *

Landscape Manager

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

Required Document List

Name	Omission Terms	Submitted File
Consent of Surety If providing a certified check or paper bid bond in lieu of Electronic Bid Bond	Electronically verifying Bid Bond	SKM_30822111008100.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

133767 / M 7085848-C

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: BOKF, NA
EUFAULA, OK

The UNION BANK Co.
COLUMBUS GROVE, OHIO

619522

49-55
1031

REMITTER NORTH BRANCH NURSERY, INC.

DATE 11/09/2022

PAY TO THE ORDER OF CITY OF PERRYSBURG

$ 10,252.22

**** Ten Thousand Two Hundred Fifty Two and 22/100****

DOLLARS

OFFICIAL CHECK

DRAWER: THE UNION BANK CO.

R. Kiser

MP

⑈619522⑈ ⑆103100551⑆0160011876197⑈

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Kathryn Sandretto, Law Director

RE: Res 82-2022

DATE: November 15, 2022

Subject Matter/Background
A Resolution authorizing an agreement with The Collaborative, Inc. for architectural services for the development of the new Municipal and Police Building. The overall cost of this first phase of planning will be $155,000. This includes $145,000 for the plan itself, and an additional $10,000 in reimbursibles.

Financial Review

This phase of the planning is in the 2022 budget line item 403.1919.51058.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules and pass this legislation as an emergency is appropriate in order to ensure pricing.

RESOLUTION 82-2022

ACCEPTING THE PROPOSAL AND AUTHORIZING AN AGREEMENT WITH THE COLLABORATIVE INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($155,000.00) FOR THE FIRST PHASE OF THE NEW MUNICIPAL BUILDING PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg is planning on building a new Municipal Building and Expanding the current Police facility; and,

WHEREAS, the City released a Request for Proposal to solicit qualified firms for Architectural and Engineering work; and,

WHEREAS, following an internal review of all proposals, the proposal from The Collaborative Inc. was found to be the most qualified and best firm to complete the Plans for the new municipal building; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to accept the proposal and enter into an agreement with The Collaborative Inc. in an amount not to exceed One Hundred Fifty-Five Thousand Dollars ($155,000.00) for phase 1 of the new Municipal Complex as set forth in the Proposal attached hereto and incorporated herein as Exhibit A. This cost includes $145,000 for the first phase of the project, as well as $10,000 in reimbursables.

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

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

____
President of Council

____
Mayor

PASSED: ___________________________

ATTEST: ___________________________

APPROVED: ________________________

Kathryn Sandretto
LAW DIRECTOR

THE COLLABORATIVE

One SeaGate, Park Level 118
Toledo, OH 43604
419.242.7405

206 South Main Street, Suite 231
Ann Arbor, MI 48104
734.922.8002

September 6, 2022

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

RE / City of Perrysburg: New Administrative Building Design Services

Dear Brian,

We are truly thrilled to be selected to provide Architectural Services for the planning and execution of your Municipal Building Project! We appreciate the relationship we have with the City of Perrysburg over the years and look forward to rolling-up-our-sleeves and collaborating again on this important project. This proposal will describe our understanding of the project, our recommended process and our approach to fees for services.

UNDERSTANDING OF THE PROJECT

The City of Perrysburg's current Municipal Building is home to the Mayor and the City's Administrative Staff, including Zoning, Tax, Law, etc. It also provides a venue for City Council meetings and the City would also like to bring its Engineer's Office and IT staff within the new building. The existing building is small, is laden with accessibility & security problems and it's layout is less-than-ideal. The City would like to replace it with a new, larger modern building on the same site.

Additionally, the City's Police Building is not accommodating the needs of the department (the department has outgrown the facility). There is space on the ground floor which was designed as a holding facility which has never been used and there is a 2nd floor space roughed-in which may be suitable for build-out. This study will consider options for improvements to this building.

The City owns several adjacent parcels. Parking is sometimes overcrowded and the City needs better solutions for it's fleet of vehicles. This study will consider land-use for the overall site.

At this point a budget for the project has not been established (that will be explored in the Conceptual Design Phase). The City does not have a hard deadline for occupancy but would like the planning & design to proceed in an orderly way beginning immediately. At this point we assume the Construction Delivery Approach will be CM at Risk. We assume the CM will be brought on-board before the end of the Conceptual Design Phase.

SCOPE OF SERVICES:

Basic Services (as defined by the American Institute of Architects) include:
Architecture (by The Collaborative)
Structural Engineering (by Kleinfelder (Poggemeyer Design Group))
Mechanical, Electrical & Plumbing Engineering (by MDA Engineering)

Additional Services may include:
Programming (by The Collaborative)
Civil Engineering (by Kleinfelder (Poggemeyer Design Group))
Landscape Architecture (by The Collaborative)
AV, Security, Data, Wayfinding

PROCESS: PART 1, PROGRAMMING AND CONCEPTUAL DESIGN

Programming & Conceptual Design Phase

We envision the Programming & Conceptual Design process to involve approximately 10 meetings and to take approximately 3 to 4 months.

Meeting 1 – With Steering Committee (some of these items were addressed in the scope-review meeting on Sept 1 2022.)

The following agenda items will be addressed at the kick-off meeting:

- Introduce team / establish roles & responsibilities and lines of communication
- Establish project goals and programmatic objectives
- Discuss process/ review timeline expectations
- Develop overall Programmatic framework
- Review parameters within which the project needs to remain (size, budget, etc)
- We will present existing site & building observations and discuss opportunities
- We will present urban context/ land use observations and discuss opportunities

Shortly after 1st meeting, tour facilities, create measured drawings, prepare BIM model of existing conditions on site and at Police Building..

Meeting 2 – (Programming meetings with users- will likely involve around 6 meetings of 30 to 45 minutes with individual department leaders from Administration & Police Departments.

The following agenda items will be addressed at each user meeting:

- Create a list of programmatic requirements, including an enumeration of space sizes and needs
- Discuss critical adjacencies and flow
- Discuss security requirements for various areas within the building
- Discuss technological requirements
- Discuss desired space attributes- (level of finish, natural light, etc)

The Design Team will produce a List of Programmatic Requirements in spreadsheet form and will deliver this document to the users for review with oversight by the Steering Committee. The Program of Requirements will be used to make an early cost projection for review.

Meeting 3 to 6 (with Steering Committee): Plan Development & refinements

- The design team will present progressively-refined plans and design imagery with input from the Steering Committee.
- Our supporting consultants will participate in evaluation and development of narratives, including:
    - Structural- Foundation & Framing
    - Civil Engineering- Impacts to utilities & stormwater management
    - MEP Systems
    - Security & Technology

  Our consultants will interface with the steering committee for 1 or 2 meetings across the design process.

Meeting 7 (Public input meeting): Our team will facilitate a public meeting in which the preliminary design materials would be presented for comment. Our team would take feedback and summarize for the Steering Committee. Online presentation of materials and public surveys could also be part of the process.

Meeting 8-9 (with Steering Committee): A draft of final deliverables (listed below) will be refined and presented for final input- Conceptual Design Set will include:

- Program of Requirements
- A site plan showing:
    - Existing parcels and major issues that need to be addressed (i.e. alley vacations, setbacks, etc)
    - Building footprint(s)
    - Drives, parking lots and sidewalks
    - Basic locations & character of landscaping
- Floor Plans with general overall dimensions of Admin Building
- Floor Plans with general overall dimensions of Police Building
- Floor Plans with general overall dimensions of Fleet Vehicles Building
- Plans showing and modifications at sallyport at Courthouse

- Basic building elevations (N,S,E&W)- showing heights, exterior materials & distribution (to assist in estimating)
- 3d perspective views- 3 exterior, 2 interior for communication of design intent
- Narrative describing site utilities and stormwater detention requirements
- Narrative describing Mechanical, Electrical, Plumbing & Fire Protection requirements
- Narrative describing structural systems- foundation & frame
- Support the Owner's Construction Manager in the preparation of a Conceptual Design estimate.
- Schedule & Phasing Plan (collaborate with Owner's Construction Manager)

Meeting 10 (Presentation to City Council):

- Present Conceptual Design Package and answer questions

Assuming City Council approves the project to move forward, our team will proceed to the next phase of design.

PROCESS: PART 2, FULL-SCOPE A/E SERVICES

Completion of Schematic Design Phase (Concept Phase described-above represents appx 50% SD)

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

Design Development Phase

- TC will develop Design Development Documents based on approved Schematic Design Documents and Owner-approved estimate. During this

phase of the project we will illustrate and describe the refinement of the design, including the following:
    - Establish the project scope and functional relationships.
    - Finalize layout & construction system types.
    - Finalize square footage requirements by means of plans, sections, elevations, and typical construction details.
    - The documents shall also include specifications that identify major materials and building systems and establish, in general, the quality levels for each.
    - Provide Structural, Electrical and Mechanical Construction Documents and Technical Specifications for the project, including all lighting, power, HVAC, plumbing and fire protection (as necessary).
- Meet with the Owner's Core Team during Design Development - (up to five (5) meetings).
- Work with Owner's preferred furniture vendor in recommendation of types & quantities of furnishings as well as finish selections.
- Support the Owner's Construction Manager in the preparation of a Design Development estimate.

Construction Documents Phase

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

Bidding Phase

- Prepare technical information for Bid Documents for the project.
- Answer inquires during the Bidding Phase regarding the information contained on the Bid Documents.
- Provide technical information for Addenda to the Construction Documents during the Bidding Phase.
- Participate in a Pre-Bid Meeting
- Participate in a Public Bid Opening

Construction Administration Phase

- This proposal assumes that the Construction will span a period of up to 18 months.
- Up to (2) visits per month to the project site to observe the quality of the work and determine if construction is progressing in accordance with the Contract Documents. (It is assumed that in early phase of construction only 1 visit per month will be needed.)
- Additional visits to the project sites beyond two (2) will be provided, as requested by The City of Perrysburg, at standard hourly rates.
- Review and process all submittals and shop drawings (two reviews) for the project.
- Respond to Contractor Requests for Information.
- Prepare Bulletins and Change Orders as required.
- Review monthly Payment Applications from Contractor.
- Assist Contractor in preparing a Final Punch List for the Project.
- Prepare Certificate of Substantial Completion and process project Close-Out documents.
- Facilitate the transfer of Manuals and Warrantee Information and any training required under the Specifications.
- Participate in a building walk-thru near the end of the building warrantee period.

SCHEDULE

We have begun this process based upon verbal authorization. Service Durations will be roughly as follows:

- Completion of Programming/ Conceptual Design: 3 to 4 months

- Completion of Schematic Design: 2 months
- Design Development: 3 months
- Construction Documents: 4 months
- Bidding: 1 month
- Construction Administration: up to 18 months

COMPENSATION

We propose that our fees be broken into 2 phases as follows:

Programming/ Conceptual Design Phase: A Lump-Sum of $145,000

Completion of full A/E Services:

For Basic Services (Architecture, Site Design, MEP Engineering & Structural), we propose a lump-sum calculated as between 6.5% and 7.5% of Construction Cost as determined by the Conceptual Design Estimate Approved by the City of Perrysburg. Factors that will influence the final proposed fee will include:

- Final approved budget for project
- Complexity of approach
- Degree to which renovations of existing buildings will be part of scope

Additional Services will be negotiated when scope for those services is better defined. Potential Additional services include:

- Civil Engineering
- Furnishings
- AV, Data, Security Systems

CLARIFICATIONS

- Hazardous Materials Surveys / Assessments are not included
- Specification and Procurement of Furniture, Fixtures and Equipment is not included. (We will provide input to the Owner on types of furnishings and finishes thereof. We will also assist in reviewing proposals from Furnishings Vendors and advise on finishes.)
- Site Surveying to be provided by Owner- (Kleinfelder will provide a quote)

REIMBURSABLES

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

FORM OF CONTRACT:

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

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

All the very best,

Ray D. Micham, AIA

RDM/ rdm

TERMS & CONDITIONS will be standard as established between Rudolph Libbe and the Collaborative. Given that we are already underway, the following terms will govern our services until our Contract is set in-place:

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of $50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design

Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect. Applicable Law The law applicable to this Agreement is the state of the Project location.

Applicable Law

The law applicable to this Agreement is the state of the Project location.