



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

December 20, 2022

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

1.) A motion to appoint Laura Amezquita-Cadavid to serve on the Litter Prevention and Recycling Board. This is for a student vacancy that expires on 06/01/2023. Laura met with the Service Committee on December 7, 2022 and they unanimously voted to send her appointment forward to City Council for confirmation.

2.) A motion to appoint Michael Deal to serve on the Street Tree Commission. This is for a vacancy that expires on 12/31/2023. Michael met with the Service Committee on December 7, 2022 and they unanimously voted to send his appointment forward to City Council for confirmation.

3.) A motion to appoint Daniel Judson to serve on the Historic Landmarks Commission. This is for a vacancy that expires on 12/31/2025. Daniel met with the Planning & Zoning Committee on December 7, 2022 and they unanimously voted to send his appointment forward to City Council for confirmation.

4.) A motion to appoint a Public Safety Director

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

8. President of Council Report

Request an executive session to discuss details relative to the security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office

9. Committee Reports

a. Finance & Economic Development

Res 105-2022 (Then and Now)

RESOLUTION 105-2022

RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF SIXTY-EIGHT THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS AND NINETY-FOUR CENTS (\$68,251.94) 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 108-2022 (Insurance)

RESOLUTION 108-2022

RESOLUTION AUTHORIZING AN AMENDMENT TO THE PURCHASE OF INSURANCE THROUGH OHIO PLAN RISK MANAGEMENT, INC. AT A COST NOT TO EXCEED TWO HUNDRED FORTY-ONE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$241,264.00); AND DECLARING AN EMERGENCY

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

Ord 63-2022 (Amend Appropriations)

ORDINANCE 63-2022

AMENDING CITY BUDGET ORDINANCE BY AUTHORIZING CERTAIN ADDITIONS TO APPROPRIATIONS 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 64-2022 (Amend Revenues)
ORDINANCE 64-2022

AMENDING THE CITY BUDGET ORDINANCE TO REVISE THE ESTIMATED REVENUES FOR THE YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

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

Ord 65-2022 (Transfers)
ORDINANCE 65-2022

AUTHORIZING CERTAIN CASH TRANSFERS WITHIN THE CITY'S BUDGETS AND DECLARING AN EMERGENCY

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

- b. Safety
- c. Recreation
- d. Planning & Zoning

Res 106-2022 (Vehicles)
RESOLUTION 106-2022

RESOLUTION AMENDING RESOLUTION 18-2022 AND AUTHORIZING A CHANGE ORDER TO THE AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE THOUSAND FIVE HUNDRED FORTY-TWO DOLLARS (\$1,542.00) FOR THE PURCHASE OF THREE (3) 2022 FORD ESCAPE VEHICLES FOR THE DIVISION OF PLANNING AND ZONING AND DECLARING AN EMERGENCY

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

- e. Personnel
- Res 109-2022 (Compensation)**
RESOLUTION 109-2022

A RESOLUTION AUTHORIZING AN INCREASE FOR CERTAIN CITY OF PERRYSBURG'S NON-BARGAINING UNIT EMPLOYEES AND DECLARING

AN EMERGENCY

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

f. Public Utilities

**Res 107-2022 (Biosolids)
RESOLUTION 107-2022**

AUTHORIZING AN AGREEMENT WITH SYNAGRO CENTRAL, LLC. FOR
BIOSOLID MANAGEMENT SERVICES

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

g. Service

**Res 102-2022 (Vehicle Engineer)
RESOLUTION 102-2022**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH
BRONDES FORD TOLEDO IN AN AMOUNT NOT TO EXCEED THIRTY-ONE
THOUSAND NINE HUNDRED FORTY DOLLARS (\$31,940.00) FOR THE
PURCHASE OF ONE (1) 2022 FORD BRONCO SPORT VEHICLE FOR THE
PERRYSBURG ENGINEERING DIVISION AND CELARING AN
EMERGENCY

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

**Res 103-2022 (Dixie Hwy M.U.P.)
RESOLUTION 103-2022**

AUTHORIZING AN AGREEMENT WITH TETRA TECH IN AN AMOUNT NOT
TO EXCEED ONE HUNDRED FIFTY-FOUR THOUSAND FOR
ENGINEERING SERVICES FOR A MULTI-USE PATH ALONG DIXIE
HIGHWAY AND WEST BOUNDARY STREET

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

Res 104-2022 (Tractor and Snow Blower)
RESOLUTION 104-2022

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH JOHN DEERE & CO. IN AN AMOUNT NOT TO EXCEED FORTY-FOUR THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS AND SEVENTY-FOUR CENTS (\$44,594.74) FOR THE PURCHASE OF A JOHN DEERE TRACTOR FOR THE DEPARTMENT OF PUBLIC SERVICE AND CELARING AN EMERGENCY

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

10. Other Business

11. Adjournment

RECEIVED

NOV 29 2022

CITY OF PERRYSBURG
Office of the Mayor

CITY OF
PERRYSBURG

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD,
OR AGENCY APPOINTMENT)

203 Washington Avenue Perryburg, OH 43551 | Office: 419.367.1000 | www.cityofperryburg.org

Name of Applicant: James Novakovich
First Middle Initial Last

Address: 18555 Woodview Circle ☒ City Address

City, State, Zip: Perryburg, OH, 43551

Phone: 419 476 0123
Cell Home Work

From: Address: 18555 Woodview Circle

Appointing Authority: Office of the Mayor and City Council

Are you a resident of the City of Perryburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perryburg? ☐ Yes ☒ No

Are you related to any current employee of the City of Perryburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s):

Are you related to any other member of the committee, commission, board or agency for which you are applying?

☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☐ Yes ☒ No If yes, please identify:

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

N/A

EDUCATION

High School: Notre Dame Academy

Year of Graduation: 2024

Post High School Education:

EMPLOYMENT HISTORY

Present or last employer Liberty & Justice for All - National Freedom

Your title/roles Rep. for Liberty for America & for Kids (National Freedom)

Date of employment July 2012 to Present

Previous employment (list employer, position, date of employment)

James Edwards

Senior Manager

Liberty & Justice for All - National Freedom

REFERENCES

List three persons not related to you who have personal knowledge of your qualifications for this appointment

Name	Address	Phone
Beth Westmeier	655 Chippewa Lane, Perrysburg OH	419-290-0122
Debbie Kromer	3535 V. Graham Ave, Toledo OH	419-415-9354
Nicole Galt	316 N. Main St, Toledo OH	419-241-7371

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment

I am a leader that qualifies me for this position. I am a highly motivated individual who is always willing to get things done. I have a strong background in business and I am currently working as a Senior Manager at Liberty & Justice for All. I have also worked as a Senior Manager at James Edwards. I have a strong background in business and I am currently working as a Senior Manager at Liberty & Justice for All. I have also worked as a Senior Manager at James Edwards. I have a strong background in business and I am currently working as a Senior Manager at Liberty & Justice for All. I have also worked as a Senior Manager at James Edwards.

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☐ Yes ☒ No

If yes, please explain.

N/A

Please include any other information here that you feel would be of importance to the appointing authority in the selection process

My sophomore year I was selected to represent Notre Dame Academy in the Youth Leadership Toledo program where I got the opportunity to work with non-profit organizations and meet people from all around the Toledo area. This year I am in Youth in Philanthropy Encouraging Excellence and plan to continue into my senior year.

• • •

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant *Lawrence O. W. W. W. W.*

Date *11/13/11*

Submission Information for Application for a Public Volunteer Appointment:

Email: administrators@perryburgohio.us

Fax: (419) 522-8019

Mail or drop off: City of Perryburg, Office of the Mayor, 201 W. Indiana Avenue, Perryburg, OH 43081

CITY OF PERRYSBURG

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD, OR AGENCY APPOINTMENT)

201 W Indiana Avenue | Perrysburg, OH 43551 | Office 419 872 8010 | www.ci.perrysburg.oh.us

Name of Applicant: Michael W Deal
First Middle Initial Last

Address: 6158 Brookhaven Blvd

City, State, Zip: Perrysburg, OH 43551

Phone: 419-349-3510
Cell Home Work

Email Address: dealohio@gmail.com

Appointment Applying For: Street tree commission

Are you a resident of the City of Perrysburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perrysburg? ☒ Yes ☐ No

Are you related to any current employee of the City of Perrysburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s): _____

Are you related to any other member of the committee, commission, board or agency for which you are applying?
☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☐ Yes ☒ No If yes, please identify:

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

NA

EDUCATION High School: Clay High School Year of Graduation: 1999

Post High School Education

Associates Forest Management, Hocking College, 2004
BS Environmental Science, University of Toledo, 2009
MS Biology, University of Toledo, 2011

EMPLOYMENT HISTORY State of Ohio, Environmental Protection Agency
Present or last employer: _____

Your title/duties: Environmental Manager

Dates of employment: 9/10/2012 to present

Previous employment (list employers, position, dates of employment)

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REFERENCES

(List three persons not related to you who have personal knowledge of your qualifications for this appointment)

Name	Address	Phone
Shannon Nabors		419-373-3142
Amy Klei		614-644 - 2871
Eric Collier		419-265-8564

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment.

The street tree commission for the City of Perrysburg serves a very important role managing essential assets for the city. I would be honored to be considered for a position on the commission and feel my professional experience and personal interests would make me a qualified candidate. I hold an Associates degree in Forest Management and worked in residential tree care in Toledo in the early 2000s. After earning my Master of Science degree from the University of Toledo in 2011 I worked as a research technician at the University of Toledo before beginning my career with Ohio EPA. I currently manage the public drinking water program at Ohio EPA's Northwest district office. Our team in the Division of Drinking and Ground Waters oversees around 1,000 public water systems in Northwest Ohio ensuring compliance with drinking water regulations. Since my time studying forestry in college, I have had ongoing adoration of trees. I have extensive knowledge in tree identification, tree diseases, and proper planting and pruning. As a homeowner in Perrysburg, I understand the value and enjoyment that street trees bring to our lives and property. Proper planting, care, and maintenance of street trees in our neighborhoods provide a significant benefit to current residents as well as the generations that come after us.

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☒ Yes ☐ No

If yes, please explain:

As an employee of the State of Ohio, I would be unable to participate in, or be involved with any application for state funding for the city or the commission.

Please include any other information here that you feel would be of importance to the appointing authority in the selection process.

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I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant: Mel W. De

Date: 10/20/2022

Submission Information for Application for a Public Volunteer Appointment:

Email: administrator@ci.perrysburg.oh.us

Fax: (419) 872-8019

Mail or drop off: City of Perrysburg, Office of the Mayor, 201 W Indiana Avenue, Perrysburg, OH 43551

CITY OF PERRYSBURG

RECEIVED

OCT 26 2022

CITY OF PERRYSBURG
Office of the Mayor

CITY OF PERRYSBURG APPLICATION FOR A PUBLIC VOLUNTEER (COMMITTEE, COMMISSION, BOARD, OR AGENCY APPOINTMENT)

201 W Indiana Avenue | Perrysburg, OH 43551 | Office 419 872 8010 | www.ci.perrysburg.oh.us

Name of Applicant: **Daniel R Judson**
First Middle Initial Last

Address: **147 W. Front St.**

City, State, Zip: **Perrysburg**

Phone: **419-277-7608** **419-874-2519**
Cell Home Work

Email Address: **dan.judson@rlgbuilds.com**

Appointment Applying For: **Historic Landmarks Committee**

Are you a resident of the City of Perrysburg? ☒ Yes ☐ No

Are you registered to vote in the City of Perrysburg? ☒ Yes ☐ No

Are you related to any current employee of the City of Perrysburg, Ohio? ☐ Yes ☒ No

If yes, give name(s) and position(s):

Are you related to any other member of the committee, commission, board or agency for which you are applying?
☐ Yes ☒ No

Do you serve on any other public or not-for-profit boards? ☐ Yes ☒ No If yes, please identify:

Not currently

Have you ever been convicted of a violation of any law that may disqualify you from serving on the committee, commission, board or agency for which you are applying? If so, please provide details:

No

EDUCATION
High School: **Bound Brook, New Jersey** Year of Graduation: **1968**

Post High School Education

Rensselaer Polytechnic Institute, Troy, New York:
BSCE Civil Engineering
Masters MECE Construction Management

EMPLOYMENT HISTORYPresent or last employer: **Rudolph Libbe / Gem Industrial**Your title/duties: **Senior Project Manager**Dates of employment: **1990** to **current - semi retired**

Previous employment (list employers, position, dates of employment)

Chicago Bridge and Iron Co. 1973-1989
Domestic and international project manager**REFERENCES**

(List three persons not related to you who have personal knowledge of your qualifications for this appointment)

Name	Address	Phone
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Bill Rudolph- Rudolph Libbe	6494 Lacha Rd. Walbridge OH 43465	418-725-3134
Jon Eckel - City of Perrysburg		
Sharon Hoffman - Historic Perrysburg Inc.	240 W. Indiana Ave.	567-336-6098

STATEMENT

Please provide a brief statement as to why you feel you are qualified for this appointment.

Structural design and analysis - professional and personal Cost benefit evaluation Project management and scheduling Numerous house restorations, maintaining original quality appearance and character. Longtime member - Historic Perrysburg Residence in historic district - on the river -1880's home and barn

Are you aware of any circumstances that exist or could exist that would create a conflict of interest or the appearance of a conflict of interest if you are appointed to this board? ☐ Yes ☒ No

If yes, please explain:

Please include any other information here that you feel would be of importance to the appointing authority in the selection process.

Ohio Professional Engineer PE56738: Current Historic restoration resource Soil stabilization Foundations repairs Building stabilization Retainer wall design City and community involvement: Park upgrades and design, Perrysburg Boat Club Perrysburg Chorale

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any false statements will void this application and any actions based on it.

Signature of Applicant: _____
Date: 26 Nov 22

Submission Information for Application for a Public Volunteer Appointment:

Email: administrator@ci.perrysburg.oh.us

Fax: (419) 872-8019

Mail or drop off: City of Perrysburg, Office of the Mayor, 201 W Indiana Avenue, Perrysburg, OH 43551

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 105-2022

DATE: December 8, 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 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 purchase orders 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 the various purchases are:

TMACOG	Storm Water Coalition	\$6,547.00
TMACOG	Membership	\$10,658.00
TMACOG	Planning Assessment	\$5,517.00
WW Williams	Repairs Truck #269	\$11,843.09
NWWSO	Repair to Waterline	\$4,422.00
Perrysburg Pipe	Hydrant Purchase	\$3,921.65
Selking	Repairs Truck #218	\$33,686.85
Interaction Insight	2023 Maintenance	\$3,400.00

The total of all items totals \$79,995.79

Financial Review

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

Legal Review

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 the State of Ohio Auditor rules.

RESOLUTION 105-2022

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES
IN THE AMOUNT OF SEVENTY-NINE THOUSAND NINE
HUNDRED NINETY-FIVE DOLLARS AND SEVENTY-NINE CENTS
(\$79,995.79) AS ATTACHED IN EXHIBIT A FOR THE CITY OF
PERRYSBURG; AND DECLARING AN EMERGENCY

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

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

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

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

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

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

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Then and Now Requests For Finance Committee:**12/13/2022**

Invoice Date	Vendor	Item	Total Cost	Department
11/1/2022	TMACOG	Storm Water Coalition	6,547.00	WPC
11/1/2022	TMACOG	Membership Fee	10,658.00	Admin.
11/1/2022	TMACOG	Planning Assessment	5,517.00	Admin.
11/10/2022	WW Williams	Repairs truck# 269	11,843.09	Refuse
11/15/2022	NW Water and Sewer	Repair of waterline	4,422.20	DPU
11/29/2022	Perrysburg Pipe	Hydrant	3,921.65	DPU
11/30/2022	Selking	Repairs truck# 218	33,686.85	Service
12/8/2022	Interaction Insight	2023 maintenance	3,400.00	Police
	TOTAL		79,995.79	

RESOLUTION 108-2022

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PURCHASE OF INSURANCE THROUGH OHIO PLAN RISK
MANAGEMENT, INC. AT A COST NOT TO EXCEED TWO HUNDRED
FORTY-ONE THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS
(\$241,264.00) AND DECLARING AN EMERGENCY

WHEREAS, on June 28, 2022, the City of Perrysburg passed Resolution 53-2022 authorizing the purchase of insurance through Ohio Plan Risk Management, Inc.; and,

WHEREAS, pursuant to the authority of Sections 731.141 and 125.04 of the Ohio Revised Code taking bids for municipal insurance is no longer required when the provisions of those sections are followed; and,

WHEREAS, insurance through Ohio Plan Risk Management, Inc. complies with such sections; and,

WHEREAS, the City internally reviewed our current policy and felt it was in the City's best interest to add additional coverage to our existing insurance plan to better protect the City; and,

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

SECTION 1. City Council authorizes this amendment to the original resolution; and the Mayor and the Director of Finance are authorized to take all actions necessary to purchase insurance with Ohio Plan Risk Management, Inc., at the cost of Two Hundred Forty-One Thousand Two Hundred Sixty-Four Dollars (\$241,264.00) for said coverage for the period between July 1, 2022 and July 1, 2023.

- (a) Comprehensive Municipal Liability;
- (b) Employers Liability;
- (c) Public Officials and Employees Liability;
- (d) Law Enforcement Liability;
- (e) Automobile;
- (f) Property;
- (g) Special Property;
- (h) Electronic Equipment/Media;
- (i) Crime;
- (j) Boiler and machinery coverage;
- (k) Bonds (including public officials and employees requiring individual bonds);
- (l) Terrorism;
- (m) Excess Liability;
- (n) Cybersecurity;
- (o) Malicious Acts.

Res 108-2022

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 residents of the City of Perrysburg, Wood County, Ohio, to ensure that there are no coverage gaps on potential City liabilities, 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: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Ordinances 63-65-2022

DATE: December 9, 2022



Subject Matter/Background

These Ordinances are the final year end reconciliation Ordinances for the 2022 budget. Each piece of legislation is being presented to City Council as an emergency measure to allow for the reconciliation to take place by the end of the fiscal year.

Amendments to the budget are necessary to accurately account for revenues in excess of what was anticipated. Conversely, expenses that were not anticipated need to be legislatively authorized. Therefore, staff has prepared; Ordinance 63-2022 as amendments to appropriations; Ordinance 64-2022 as amendments to the estimated revenues; and Ordinance 65-2022 as transfers amongst funds.

Recommendation

If City Council is in agreement, a motion to suspend the three readings, suspend the rules, and authorize these Ordinances as emergency measures is appropriate.

ORDINANCE 63-2022

AMENDING CITY BUDGET ORDINANCE BY AUTHORIZING CERTAIN ADDITIONS TO APPROPRIATIONS FOR THE YEAR ENDING DECEMBER 31, 2022 AND DECLARING AN EMERGENCY

WHEREAS, it is necessary that additional appropriations be made for current expenses and expenditures for the City of Perrysburg during the fiscal year ending December 31, 2022; and,

WHEREAS, to provide such appropriations, it is necessary to amend Ordinance 54-2021 previously amended by Ordinances 4-2022, 8-2022, 43-2022, 53-2022, 54-2022, and 59-2022, which provided for appropriations and expenditures by the City during the fiscal year; and,

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

SECTION 1. To provide for additional expenses and other expenditures by the City during the fiscal year ending December 31, 2022, sums are set aside and appropriated as set forth on the Exhibit A hereto, which is made a part of this ordinance.

SECTION 2. To the extent that the appropriations listed on Exhibit A change those made through Ordinance 54-2021 previously amended by Ordinances 4-2022, 8-2022, 43-2022, 53-2022, 54-2022, and 59-2022, that Ordinance is hereby amended.

SECTION 3. 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 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 the power to make all adjustments and revisions shall be available before the end of the current fiscal year, ending December 31, 2022, 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: _____

ORDINANCE 64-2022

**AMENDING THE CITY BUDGET ORDINANCE TO REVISE THE
ESTIMATED REVENUES FOR THE YEAR ENDING DECEMBER
31, 2022 AND DECLARING AN EMERGENCY**

WHEREAS, it is necessary and proper to amend City of Perrysburg Ordinance 37-2021 to more accurately reflect the revenue for calendar year 2022.

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

SECTION 1. The estimated revenues and appropriations reflected in Ordinance 37-2021 are hereby amended to reflect the revenue stated in Exhibit A, attached hereto and made a part hereof.

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 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 permit these revisions to take effect during calendar year 2022 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: _____

ORDINANCE 65-2022

**AUTHORIZING CERTAIN CASH TRANSFERS WITHIN THE CITY'S
BUDGETS AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg needs to complete cash transfers between its budgeted accounts in order to balance accounts during the current year 2022.

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

SECTION 1. The Director of Finance is authorized to make transfers between accounts in the City's 2022 budget to balance those accounts and as further described in the transfer summary attached hereto as Exhibit A and made a part hereof.

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 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 funds are balanced at the close of the year 2022, 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: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 106-2022

DATE: December 8, 2022



Subject Matter/Background

A Resolution amending Resolution 18-2022, authorizing the purchase of three new vehicles for the Division of Planning and Zoning.

On February 15, 2022, City Council approved Resolution 18-2022, authorizing the Planning & Zoning Division to purchase three 2022 Ford Escape Hybrid vehicles at a cost \$29,777.00 each, through Montrose Ford in Akron, Ohio at a total cost of \$89,331.00.

In November of 2022, the Planning & Zoning Division was notified that Ford was canceling the vehicle order due to not being able to meet the demand. The Planning & Zoning Division can obtain similar 2023 model vehicles that will not be hybrid at a total increased cost of \$1,542.00, for the three vehicles.

The price increase for the vehicles reflects the current price under state bid contract.

The Planning and Zoning Committee reviewed this legislation at its meeting held December 7, 2022 and unanimously approved advancement to City Council.

Financial Review

These three vehicles are in the 2022 budget line item 110.1234.53400.

Legal Review

Future legislation, if necessary, will be presented to City Council for the disposal of the vehicles anticipated to be retired.

Recommendation

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

RESOLUTION 106-2022

A RESOLUTION AMENDING RESOLUTION 18-2022 AND
AUTHORIZING A CHANGE ORDER TO THE AGREEMENT IN AN
AMOUNT NOT TO EXCEED ONE THOUSAND FIVE HUNDRED
FORTY-TWO DOLLARS (\$1,542.00) FOR THE PURCHASE
OF THREE (3) 2022 FORD ESCAPE VEHICLES FOR THE DIVISION
OF PLANNING AND ZONING AND DECLARING AN EMERGENCY

WHEREAS, on February 15, 2022, the City of Perrysburg passed Resolution 18-2022 authorizing the purchase of three (3) 2022 Ford Escape Hybrid vehicles; and,

WHEREAS, that agreement had a not to exceed limit of Eighty-Nine Thousand Three Hundred Thirty-One Dollars and No Cents (\$89,331.00); and,

WHEREAS, Ford has been unable to meet demand for new vehicles across the state and has cancelled a large number of outstanding orders, and the Planning and Zoning Division is still in need of new vehicles; and,

WHEREAS, the Planning and Zoning Administrator is requesting to amend Resolution 18-2022 to add an additional One Thousand Five Hundred Forty-Two Dollars and No Cents (\$1,542.00) to the Purchase Order; and,

WHEREAS, the new pricing for the 2023 model is based on State of Ohio contract pricing; and,

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

SECTION 1. The Council hereby authorizes this amendment to the original resolution; the Mayor and Director of Finance are authorized to execute an amended Purchase Agreement with Montrose Ford, Akron for the purchase of three 2022 Ford Escape Vehicles at a total cost not to exceed, Ninety Thousand Eight Hundred Seventy-Three Dollars (\$90,873.00) 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, 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: _____

ITEM # 1ATSUV

STATE CONTRACT PRICING

2023 ESCAPE S AWD

Order No:

E722 - E724

PERRYSBURG (ZONING)

FIN#QD868

PLEASE NOTE: COLOR, MOTOR AND OPTIONS CAN ALL BE CHANGED TO SUIT YOUR NEEDS

U9F	BASE AWD	448	.8-SPD AUTOTRANS
	.106.7" WB		225/65R17 TIRES
YZ	OXFORD WHITE	59H	SUPPL HEATER
V	CLOTH BUCKETS		17" STEEL WHEEL
H	EBONY		
100A	EQUIP GRP		
99N	.1.5L ECO ENGINE		

STATE CONTRACT BID. THIS AMOUNT IS FOR THE ABOVE LISTED UNIT ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.

\$ 28,280.00

ADDITIONAL BID ITEM QUOTED TO STATE (WILL + OR - TO ABOVE AMOUNT)

ADDL KEY (COMES WITH 2 ALREADY)	DEALER	\$ 325.00	\$ 325.00
SEAT BELT EXTENDER	DEALER	\$ 20.00	
REMOTE START	63E	\$ 479.00	\$ 479.00
1ST & 2ND ROW FLR LINERS (w/ mats)	50B	\$ 194.00	\$ 194.00
SPLASH GUARDS	63C	\$ 203.00	\$ 203.00
PRIVACY GLASS	924	\$ 270.00	\$ 270.00
DAYTIME RUNNING LIGHTS	942	\$ 45.00	\$ 45.00
CARGO MAT	50Q	\$ 100.00	\$ 100.00
REAR PARKING SENSOR	60S	\$ 245.00	\$ 245.00
MINIMUM DELIVERY CHARGE	DEALER	\$ 150.00	\$ 150.00
ROUND TRIP DELIVERY CHARGE IF GREATER THAN MINIMUM CHARGE (round trip miles X \$0.36)		\$0.36 PER MILE	
TITLE FEE	DEALER	\$ 15.00	INCLUDED
TEMP TAGS	DEALER	\$ 19.50	INCLUDED

PERRYSBURG (ZONING)
Attn: PATRICK JONES

Derek Powers
Fleet/Gvmt. Sales Mgr.
Montrose Ford

QUOTED 12/6/2022

ORDERED 9/8/2022

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$ 30,291.00
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD	\$ -
TOTAL FOR EXT WARRANTY	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 30,291.00
3 unit/s requested	\$ 90,873.00

QUOTE ACCEPTED BY:

Date:

RESOLUTION 109-2022

**A RESOLUTION AUTHORIZING AN INCREASE FOR CERTAIN
CITY OF PERRYSBURG'S NON-BARGAINING UNIT
EMPLOYEES AND DECLARING AN EMERGENCY**

WHEREAS, The Mayor and City Council believe a need exists to have certain city staff engaged in economic development activities for the City of Perrysburg; and,

WHEREAS, The Mayor and City Council have determined that the economic development activities are best suited to be performed by the current Planning and Zoning Administrator; and,

WHEREAS, along with these additional duties for this position will be additional compensation (Exhibit A) that will require City Council approval pursuant to Perrysburg Codified Ordinance §266.11(1)(b); and,

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

SECTION 1. The Council hereby approves the additional compensation for the Planning and Zoning Administrator for performing additional duties per 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, 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: _____

Employee Name	Position	Current Compensation	Proposed Compensation
Brody Walters	Planning & Zoning Administrator	102,991.43	120,000.00

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 107-2022

DATE: December 9, 2022



Subject Matter/Background

A Resolution authorizing an agreement with Synagro for the removal and land application of dewatered wastewater biosolids on agricultural fields for the wastewater treatment plant for a period of three years. The city is required to manage biosolid sludge generated by the wastewater treatment plant. The city released bids this year for a new three-year period. The city received two bids and Synagro Central, LLC. Was the lowest and best bidder. The unit price per cubic yard of biosolids removed and land applied is \$40.95cy. The estimated annual quantity is 3,350 cubic yards.

Utility Committee Chairman Fuller agreed to present this resolution directly to City Council since the December Utility Committee meeting has been canceled.

Financial Review

This agreement is in the 2022 budget line item 5332-61815-53222.

Legal Review

Recommendation

If City Council is in agreement, a motion to waive the rules, dispense with the second and third readings, and pass this Resolution.

RESOLUTION 107-2022

**AUTHORIZING AN AGREEMENT WITH SYNAGRO
CENTRAL, LLC. FOR BIOSOLID MANAGEMENT
SERVICES**

WHEREAS, it is necessary for the City of Perrysburg to properly dispose of biosolid sludge generated at the wastewater treatment plant throughout the course of the year to maintain the ability to effectively operate the treatment plant; and,

WHEREAS, the city advertised for bids for biosolid disposal services at the wastewater treatment plant for a three (3) year period; and,

WHEREAS, Synagro Central, LLC. Provided the lowest and best bid to perform land application of dewatered wastewater biosolids on agricultural fields in compliance with the reporting requirements under the city's biosolids management plan and in accordance with the provisions of the bidding documents; 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 enter into an agreement with Synagro Central, LLC. At the unit price of Forty Dollars and Ninety-Five Cents (\$40.95) per cubic yard for land application of biosolids for three years in accordance with the proposal attached hereto as Exhibit A.

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

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

Res 107-2022

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Biosolids Management Services Bid Opening 12-2-22 at 2 pm					
Item	Quantity	SYNAGRO		Denali Water Solutions LLC	
		Price	Extension	Price	Extension
Base Bid Quantities					
10 - Land Apply BioSolids Cake - CY	3,350.00	\$40.95	\$137,182.50	\$44.00	\$147,400.00
Alternate Bid Quantities					
20 - Transport Dewatered BioSolids to Designated Municipal Solid Waste Landfill, Estimated Quantity - CY	1,000.00	\$19.75	\$19,750.00	\$16.00	\$16,000.00
Total Base Bid			\$137,182.50		\$147,400.00
Total Base Bid + Alternate			\$156,932.50		\$163,400.00

General Info

Total:

\$137,182.50

Number

Biosolids Management
Services

Deadline

12/02/2022 02:00 PM EST

Vendor

SYNAGRO

Submitted

12/02/2022 12:59 PM EST

Signed by

Emil Kneis **Account Holder**
Emil Kneis

Opened

12/02/2022 02:00 PM EST

By

bthomas@ci.perrysburg.oh.us

Description

In general the work consists of: land application of dewatered wastewater biosolids on agricultural fields arranged by the Bidder; applicable reporting requirements under the City's Biosolids Standard Operating Procedures and meeting Ohio EPA requirements; and an alternate item to transport to a landfill.

Specific bidding questions must be posted on the Bid Express website so that all questions and answers are visible to all bidders.

The City reserves the right reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive any minor informalities or irregularities in the bids received. The City reserves the right to accept any Bid which is deemed most favorable to the City.

The contract shall be awarded for the period of three (3) years.

The Engineer's Estimate for the project is \$134,000 (for one year)

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Attachment List

2_LegalNotice_FY21.pdf (111 KB)
Legal Advertisement

Instruction to Bidders.pdf (167 KB)
Instruction to Bidders

Specifications.pdf (227 KB)
Specifications

09 - NANI for July to Sept 2022 - Perrysburg WWTP - 3rd QTR NANI (1).pdf (220 KB)
Biosolids analysis

Sample Chemical Agreement.pdf (279 KB)
Sample Agreement (for reference)

Base Bid Quantities

\$137,182.50

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
10	Land Apply BioSolids Cake	3,350.00	CY	\$40.95	\$137,182.50
					Total: \$137,182.50

Alternate Bid Quantities

\$19,750.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Component is not included in bid total.					
Alternates are not included in bid total.					
20	Transport Dewatered BioSolids to Designated Municipal Solid Waste Landfill, Estimated Quantity	1,000.00	CY	\$19.75	\$19,750.00
					Total: \$19,750.00

Additional Information

Guaranteed Number of Days Required for Delivery of Chemical *

We would need to be notified 14 days in advance that the biosolids would need to be removed

Total number of years that supplier has provided the service to municipalities *

42

Substitutions/Options

Optional: Vendor is not required to complete.

In order to be considered as part of the bid, any additions or reductions in pricing, optional bids, or any substitutions, deletions, additions, or changes to the minimum specifications must be shown here. The City of Perrysburg reserves the right to accept or reject any and all substitutions or optional bids offered.

BioSolids Management Services *

No bid

List of Equipment

The undersigned, as bidder, shall show evidence in the space below that he/she has satisfactory and sufficient equipment to perform and complete all of the work required and covered by the proposed Contract.

Equipment *

Belt Filter Press - 2 meter 39 Loader 83
Gravity Belt Thickeners 5 Lowboy Trailer 11
Compost Turner Self Propelled 5 Pickup Truck 235
Centrifuges 14 Liquid Pull Tank Spreaders 24
Load out Conveyor 24 Pump Hydraulic NO power unit 12
Conveyor 28 Pump Hydraulic with power unit 8
Disk-Tillage (25'-30') 31 Pump-Houle 12
Disk-No Tillage or Min (24'-30') 2 Road Tractors 60
Dozer 90 to 99 hp 2 Roll Off Truck 4
Dredge Large 2 Scales Portable Axle 3
Dredge Small 9 Skid Steer 12
Dump Truck 11 Spreader - Cake Pull Behind 55
End Dump Trailer 442 Spreader - Truck Liquid 5
Excavator 26-30 ton 3 Spud Barge-Small 1
Excavator Long Reach 1 Tanker 195
Farm Tractors 138 Tanker Trains (MI only) 13
Forest Applicator 4 Telehandler (19 foot Lift) 10
Forklift Off-Road 21 Terragator/Ag-gator 4000 Gallons 24
Generator 12 Water truck 2000-2999 Gallons 5
Grinders 26 Jockey Truck 30

Experience Record

The undersigned, as bidder, is required to state, in detail, in the space provided below, what work he/she has done of a character similar to that included in the proposed contract; and to give references and such other detailed information as will enable the City to judge his/her responsibility, experience and skill.

Experience *

State/ Project Annual Quantity of Residuals Managed Services Provided Years of Service

City of Columbus 9,000,000 gallons Removal, transportation, land application, and/ or landfill disposal Ongoing since 2004
7000 Jackson Pike
Columbus, OH 43137
Heather M. Curtis
614-546-0072
hmcurtis@columbus.gov

City of Dayton 40,000 wet tons Removal, transportation and land application Ongoing since 1987
2800 Guthrie Rd.
Dayton, OH 45418
Chris Clark
937-333-1501

City of Hamilton 9,000 wet tons Removal, transportation, land application, and/ or landfill disposal Ongoing since 2004
One Renaissance Center
345 High St.
Hamilton, OH
David Jenkins
513-785-7415

City of Springfield 6,000 wet tons Land application Ongoing since 1998
76 East High St.
Springfield, OH 45502
Shawn Spiller, Super Intendent
937-324-7262

Montgomery County 15,000 wet tons Dewatering, removal, transportation and land applications Ongoing since 1987
451 W. Third St.
Dayton, OH 45422
Beth Moore
937-781-3032
mororee@mcchio.gov

Proposal for Chemical, Material or Services

Bidding Entity Name *

Synagro Central, LLC

Bidder Representative Name *

Emil Kneis

Title *

Sales Support Manager

Principal Place of Business Address *

435 Williams Court, Suite 100

Principal Place of Business City *

Baltimore

Principal Place of Business State *

MD

Principal Place of Business Zip Code *

21220

Telephone *

(410) 688-4438

Fax *

(410) 779-3558

Email *

ekneis@synagro.com

The bidder agrees to furnish and deliver to the City of Perrysburg, Ohio, the following at the prices quoted below, **for the period of three (3) years**, and meeting the minimum specifications as supplied by the City of Perrysburg and further described in the item list.

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

The City reserves the right to reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive minor irregularities in the bids received.

Pursuant to the Ohio Revised Code Section 5719.042, the successful bidder shall be required to attest whether they are delinquent in payment of personal property taxes due to Wood County, Ohio.

Exceptions to the minimum specifications must be listed on the "Substitution/Options" section of this proposal in order to be considered as part of the bid.

If the City of Perrysburg, Ohio, accepts this proposal,

Representative Name *

Emil Kneis

Entity Name *

Synagro Central, LLC

doing business as a

Type *

Limited Liability Company

organized under the laws of the State of

State *

Delaware

shall execute a contract with the City of Perrysburg, Ohio, no later than 10 days after the City provides notice of the contract award, unless the parties otherwise agree.

Bid Bond for Chemical, Material or Services

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

Guarantee Method *

Certified Check/Money Order/
Cashier's Check/Paper Surety
Bond

Certified Check/Money Order/Cashier's Check/Paper Surety Bond

Confirmation *

I have provided a Cashier's Check, Certified Check, Money Order or Paper Surety Bond for \$1,000.

Required Document List for Chemicals, Materials, or Services

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Paper Surety Bond Electronic Copy of Paper Surety Bond	Omit if Electronic Bond or Check/Money Order Submitted	Bid Bond - Executed with Blank Required Performance and Payment Bond Forms if Awarded Bid.pdf
Certified/Cashier's Check or Money Order Electronic Copy of Certified/Cashier's Check or Money Order	Omit if Electronic or Paper Surety Bond Submitted	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

NONCOLLUSION AFFIDAVIT

STATE OF: *

Maryland

COUNTY OF: *

Baltimore Countty

Bid Identification *

City of Perrysburg WWTP - Biosolids Management Services

Bidder's Name *

Emil Kneis

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

*

other

Enter response if "other" was selected

Sales Support Manager

of (company name): *

SYNAGRO CENTRAL, LLC

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: *

Emil Kneis

Title: *

Sales Support Manager



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SYNAGRO CENTRAL, LLC
435 Williams Court
Baltimore, MD 21220

SURETY:

(Name, legal status and principal place of business)

NATIONWIDE MUTUAL INSURANCE COMPANY
One West Nationwide Boulevard 1-04-701
Columbus, OH 43215-2220

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

CITY OF PERRYSBURG

127 West Fifth Street, Perrysburg, OH 43551

BOND AMOUNT: One Thousand and 00/100
(\$ 1,000.00)

PROJECT:

(Name, location or address, and Project number, if any)

Biosolids Management Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of November, 2022

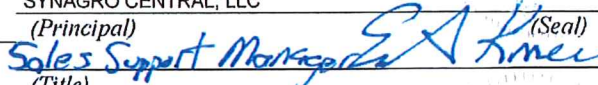

(Witness)


(Witness)

Anne Potter

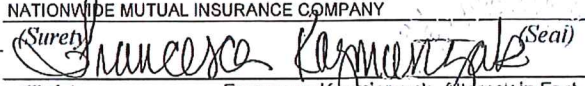
SYNAGRO CENTRAL, LLC

(Principal)


(Title)

NATIONWIDE MUTUAL INSURANCE COMPANY

(Surety)


(Title)

Francesca Kazmierczak, Attorney in Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AKLIMA NOORHASSAN; ANNE POTTER; BEVERLY WOOLFORD; BRYAN HUFT; DEBRA A DEMING; FRANCES RODRIGUEZ; FRANCESCA KAZMIERCZAK; JANE GILSON; JEAN CORREIA; KEMAL BRKANOVIC; NATHANIEL JAKAITIS; PETER HEALY; SANDRA DIAZ; SUSAN A WELSH; THERESA E ROWEDDER; VALORIE SPATES;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

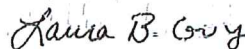


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 23rd day of November, 2022.



Assistant Secretary

Effective Date: April 14, 1926

Expiration Date: June 30, 2023

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

NATIONWIDE MUTUAL INSURANCE COMPANY

NAIC No. 23787

is organized under the laws of this State as of December 26, 1925 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other
Earthquake	Other Accident only
Fidelity	Other Liability
Financial Guaranty	Private Passenger Auto - Liability
Fire	Private Passenger Auto - No Fault
Glass	Private Passenger Auto - Physical Damage
Group Accident & Health	Surety
Guaranteed Renewable A & H	Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio



Mike DeWine, Governor

Judith L. French

Judith French, Director

Please note if Synagro is awarded the bid, it will be a requirement to use these forms for the Performance Bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and, _____, a corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of _____ as Surety, are held and firmly bound unto _____ in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the _____ day of _____, for _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length were attached herein.

NOW THEREFORE, if the Principal shall comply with and faithfully perform the terms of the Contract, including payment of sums due under the Contract, then this bond shall be null and void, otherwise to be in full force and effect.

PROVIDED HOWEVER, that this bond is executed by the Surety and accepted by the Obligee subject to the following expressed conditions:

1. This bond is for the term beginning _____ and ending _____ but may be extended by continuation certificate executed by the Surety, at the option of the Surety.
2. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee which is recoverable under this bond.
3. Surety's liability under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements 'properly issued by the Surety as supplements thereto.
4. No claim, action, suit or proceeding, except as herein set forth, shall be had or maintained against the Surety on this bond unless same be brought or instituted and process served upon the Surety within six months following the expiration of the original term of this bond, or extended term as provided herein.

Please note if Synagro is awarded the bid, it will be a requirement to use these forms for the Performance Bond.

NOTICE OF CLAIM: Within ninety (90) days after the Date of Default, the Obligee shall send a written notice of claim ("Preliminary Claim Notice") along with any documentation in support of its claim. Failure to send the Preliminary Claim Notice shall not, in and of itself, create a bar to recovery under the Bond. Notice of Claim should be sent by certified mail, return receipt requested to the following address:

Nationwide Mutual Insurance Company
Attn: Surety Claims Department
7 World Trade Center
250 Greenwich Street, 37th Floor
New York, NY 10007

Signed, sealed and dated this ____ day of _____, _____.

ATTEST _____ BY _____
Principal

ATTEST _____ BY _____
Attorney-in-Fact
Seal

Please note if Synagro is awarded the bid, it will be a requirement to use these forms for the Annual Labor and Material Payment Bond.

Annual Labor and Material Payment Bond

This bond is issued simultaneously with an annual performance bond in favor of the obligee conditioned on the full and faithful performance of the contract.

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS: _____
That _____
of _____
hereinafter called Principal, and Nationwide Mutual Insurance Company, an Ohio Corporation, hereinafter called Surety, are held and firmly bound unto _____
of _____, hereinafter called
Obligee, in the amount of _____ Dollars (\$ _____)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with Obligee for
_____ in accordance with drawings and specifications prepared by _____
which subcontract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
5. Notwithstanding anything to the contrary in the Contract, the bond is subject to the following express conditions:
 - a) Whereas the Obligee has agreed to accept a renewable bond, this Bond shall be effective for the period of _____ to _____, and may be extended by a new bond or continuation certificate for additional one (1) year periods from the expiration date at the sole option of the Surety.
 - b) Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under the bond or any extension thereof.
 - c) This bond shall have a final and definite expiration date of _____.
 - d) No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

Please note if Synagro is awarded the bid, it will be a requirement to use these forms for the Annual Labor and Material Payment Bond.

- e) Regardless of the number of years this bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative and shall in no event exceed the amount set forth above, or as amended by rider.
- f) Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below and be made prior to the expiration or termination date of this Bond.
- g) Surety Address: _____ attention: Bond Claims
- h) If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

Signed, Sealed and Dated this _____ day of _____, _____.

(Principal's Name) (Seal)

(Principal's Signature)

Nationwide Mutual Insurance Company
(Surety) (Seal)

By: _____
_____, Attorney-in-Fact

General Info

Total:

\$147,400.00

Number	Description
Biosolids Management Services	In general the work consists of: land application of dewatered wastewater biosolids on agricultural fields arranged by the Bidder; applicable reporting requirements under the City's Biosolids Standard Operating Procedures and meeting Ohio EPA requirements; and an alternate item to transport to a landfill.
Deadline	
12/02/2022 02:00 PM EST	Specific bidding questions must be posted on the Bid Express website so that all questions and answers are visible to all bidders.
Vendor	
Denali Water Solutions LLC	The City reserves the right reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive any minor informalities or irregularities in the bids received. The City reserves the right to accept any Bid which is deemed most favorable to the City.
Submitted	
11/30/2022 04:09 PM EST	
Signed by	The contract shall be awarded for the period of three (3) years.
Jeffrey J. LeBlanc	
Account Holder Jeffrey LeBlanc	The Engineer's Estimate for the project is \$134,000 (for one year)
Opened	Allows zero unit prices and labor
12/02/2022 02:00 PM EST	Yes
By	Allows negative unit prices and labor
bthomas@ci.perrysburg.oh.us	Yes

Attachment List

2_LegalNotice_FY21.pdf (111 KB)
Legal Advertisement

Instruction to Bidders.pdf (167 KB)
Instruction to Bidders

Specifications.pdf (227 KB)
Specifications

09 - NANI for July to Sept 2022 - Perrysburg WWTP - 3rd QTR NANI (1).pdf (220 KB)
Biosolids analysis

Sample Chemical Agreement.pdf (279 KB)
Sample Agreement (for reference)

Base Bid Quantities

\$147,400.00

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
10	Land Apply BioSolids Cake	3,350.00	CY	\$44.00	\$147,400.00
					Total: \$147,400.00

Alternate Bid Quantities

\$16,000.00

Item Code	Description	Quantity	Units	Unit Price	Extension
	Component is not included in bid total.				
	Alternates are not included in bid total.				
20	Transport Dewatered BioSolids to Designated Municipal Solid Waste Landfill, Estimated Quantity	1,000.00	CY	\$16.00	\$16,000.00
					Total: \$16,000.00

Additional Information

Guaranteed Number of Days Required for Delivery of Chemical *

14 days

Total number of years that supplier has provided the service to municipalities *

27 years

Substitutions/Options

Optional: Vendor is not required to complete.

In order to be considered as part of the bid, any additions or reductions in pricing, optional bids, or any substitutions, deletions, additions, or changes to the minimum specifications must be shown here. The City of Perrysburg reserves the right to accept or reject any and all substitutions or optional bids offered.

BioSolids Management Services *

No bid

List of Equipment

The undersigned, as bidder, shall show evidence in the space below that he/she has satisfactory and sufficient equipment to perform and complete all of the work required and covered by the proposed Contract.

Equipment *

Equipment

Denali will provide the following equipment and or equal equipment for the services proposed.

Quantity Equipment Make Model

3 each Tractor Mac

4 each Trailer Dumps Mac

2 each Rubber Tire Loader John Deere Model 644

2 each Farm Tractor John Deere Model 8235R

2 each Buggy Spreader Kuhn Knight Model SCL 141

2 each Pick Up Truck Ford F-250

Experience Record

The undersigned, as bidder, is required to state, in detail, in the space provided below, what work he/she has done of a character similar to that included in the proposed contract; and to give references and such other detailed information as will enable the City to judge his/her responsibility, experience and skill.

Experience *

References / Related Experience

Denali has had the pleasure of working with many large municipalities through the U.S. and is glad to present the following Project References.

Municipality: Chattanooga, TN

Project Name: Biosolids Transport and Beneficial Reuse Services

Contact Information: Karen Styers, Biosolids Project Coordinator

455 Moccasin Bend Road

Chattanooga, TN 37405

(423) 643-7497 - Office

(423) 779-8830 - Cell

kstyers@chattanooga.gov

Denali currently transports and beneficially reuses approximately 80,000 tons of Class B biosolids per year from the Moccasin Bend Wastewater Treatment Plant located in Chattanooga, TN. We have approximately 15,000 acres under permit in TN and AL. The annual contract value is approximately \$2.6M

Municipality: City of Los Angeles, CA

Project Name: Biosolids Management Services

Contact Information: Emmanuel Alloh, Project Manager

12000 Vista Del Mar

Playa del Rey, CA 90293

(310) 648-5211

emmanuel.alloh@lacity.org

We provide the City of Los Angeles with biosolids management services, managing 100 to 250 tons of biosolids per day. We provide the City with multiple management options including land application, composting, hauling to the Terminal Island Deep Well Injection Project, and alternative daily cover. Our company has partnered with three composting facilities, each of which uses varying composting technologies to assure the City of L.A. has multiple options. The annual contract value is approximately \$3.0M.

Municipality: City of Houston, TX NEWPP

Project Name: Residuals Land Application

Contact Information: Eric Garza, Project Manager

Northeast Water Purification Plant

P.O. Box 1562

Houston, TX 77251

(281) 960-7174

Eric.garza@houstontx.gov

Denali currently dewateres all of the water treatment plant sludge from three thickening clarifiers. The project requires zero dewatering downtime maintaining the clarifiers. Our crew operates three belt filter presses (24/7-365) along with disposing of all the dewatered cake daily. Denali has held this contract for the last four years and continues to enjoy a strong relationship with the City of Houston. Denali controls 7,000 acres of permitted land through TCEQ in the Houston area alone, disposing of approximately 250,000 wet tons annually. The annual contract value is approximately \$1.9M.

Municipality: Portsmouth, Virginia WTP

Contact Information: Bill Cumbie, P.E.

Chief Technical Officer

Pancopia

1100 Exploration Way, Suite 302Q

Hampton, VA 23666

(757) 344-8607

bill@pancopia.com

Denali Water provides dredging, dewatering and land application services of approximately 3200 dry tons of water treatment residuals each year. Denali is responsible for all land acquisition and permitting, along with annual reporting with 1,400 acres of available land. Denali has been performing these services for the City of Portsmouth since 2010. The annual contract value is approximately \$850,000.00.

Municipality: Mobile, Alabama

Project Name: Land Application Services

Contact Information: David Tillman

Plant Manager

1600 Yeend Street

Mobile, AL 36603

(251) 378-3505 office

(251) 300-7966 cell

dtillman@mawss.com

Denali provides transportation and land application services for both dewatered biosolids and liquid biosolids for Mobile's 2 wastewater plants. Annual volumes are approximately 9,200 tons of cake and 4,000,000 gallons of liquid biosolids. Denali also provides mobile dewatering services and digester cleaning services to the City.

We have 2,181 acres permitted for this project. The annual contract value is approximately \$950,000.00. Municipality: North

Texas Municipal Water District-Wylie, TX

Contact Information: Mr. Cory Anderson, P.E.

505 E. Brown Street

Wylie, TX 75098

(972) 948-1019

canderson@NTMWD.com

Denali has dredged, hauled, and land applied approximately 50,000 dry tons annually for the NTMWD for four years. Denali currently maintains over 12,000 acres from the TCEQ. Our great report with TCEQ is critical for our continued success throughout the State of Texas. Our senior team environmental team works closely with Brain Sierant, the TCEQ permit specialist. The annual contract value is approximately \$5.0M.

Proposal for Chemical, Material or Services

Bidding Entity Name *

Denali Water Solutions LLC

Bidder Representative Name *

Jeffrey J. LeBlanc

Title *

Chief Growth Officer

Principal Place of Business Address *

3308 Bernice Avenue

Principal Place of Business City *

Russellville

Principal Place of Business State *

Arkansas

Principal Place of Business Zip Code *

72802

Telephone *

(315) 374-8645

Fax *

(585) 358-4525

Email *

jeffrey.leblanc@denaliwater.com

The bidder agrees to furnish and deliver to the City of Perrysburg, Ohio, the following at the prices quoted below, **for the period of three (3) years**, and meeting the minimum specifications as supplied by the City of Perrysburg and further described in the item list.

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

The City reserves the right to reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive minor irregularities in the bids received.

Pursuant to the Ohio Revised Code Section 5719.042, the successful bidder shall be required to attest whether they are delinquent in payment of personal property taxes due to Wood County, Ohio.

Exceptions to the minimum specifications must be listed on the "Substitution/Options" section of this proposal in order to be considered as part of the bid.

If the City of Perrysburg, Ohio, accepts this proposal,

Representative Name *

Jeffrey J. LeBlanc

Entity Name *

Denali Water Solutions LLC

doing business as a

Type *

Limited Liability Company

organized under the laws of the State of

State *

Delaware

shall execute a contract with the City of Perrysburg, Ohio, no later than 10 days after the City provides notice of the contract award, unless the parties otherwise agree.

Bid Bond for Chemical, Material or Services

Proposals must be accompanied by an electronic bid bond in the amount of \$1,000 or have an electronic copy of a certified check, money order, cashier's check, or paper surety bond in the amount of \$1,000 attached in the required documents section. Bidder must provide the original document to the City of Perrysburg within three days of the bid opening if found to be the apparent low bidder.

Guarantee Method *

Certified Check/Money Order/
Cashier's Check/Paper Surety
Bond

Certified Check/Money Order/Cashier's Check/Paper Surety Bond

Confirmation *

I have provided a Cashier's Check, Certified Check, Money Order or Paper Surety Bond for \$1,000.

Required Document List for Chemicals, Materials, or Services

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Paper Surety Bond Electronic Copy of Paper Surety Bond	Omit if Electronic Bond or Check/Money Order Submitted	Bid Bond Perrysburg OH_2022-11-30.pdf
Certified/Cashier's Check or Money Order Electronic Copy of Certified/Cashier's Check or Money Order	Omit if Electronic or Paper Surety Bond Submitted	I am not enclosing this document because the omission terms have been met.
2 Required Documents		

NONCOLLUSION AFFIDAVIT

STATE OF: *

New York

COUNTY OF: *

Monroe

Bid Identification *

Biosolids Management Services

Bidder's Name *

Jeffrey J. LeBlanc

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

*

other

Enter response if "other" was selected

Chief Growth Officer

of (company name): *

Denali Water Solutions LLC

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: *

Jeffrey J. LeBlanc

Title: *

Chief Growth Officer

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Denali Water Solutions LLC
3308 Bernice Avenue
Russellville, AR 72802

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Perrysburg
127 West Fifth Street
Perrysburg, OH 43551

BOND AMOUNT: \$ 1,000 One Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)

furnishing of all equipment, personnel, labor, materials, tools and incidentals necessary to load, haul, and land apply the dewatered, anaerobically digested Biosolids

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of December, 2022

(Witness)

(Witness) Karen Socha

Denali Water Solutions LLC

(Principal)

(Seal)

By:

(Title)

United States Fire Insurance Company

(Surety)

(Seal)

By:

(Title) William T. Krumm Attorney-in-Fact

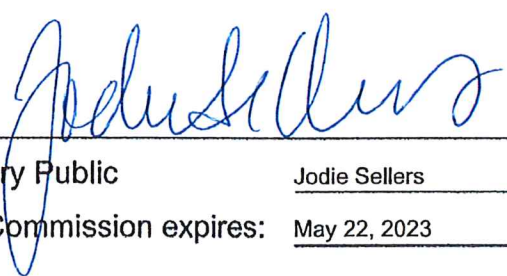


State of Illinois
County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jodie Sellers Notary Public of Cook County, in the State of Illinois,
do hereby certify that William T. Krumm Attorney-in-Fact, of the United States Fire
Insurance Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
United States Fire Insurance Company for the uses and purposes therein set forth.

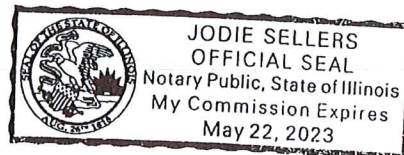
Given under my hand and notarial seal at my office in the City of Rolling Meadows in
said County, this 2nd day of December, 2022.



Notary Public

Jodie Sellers

My Commission expires: May 22, 2023



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

William T. Krumm

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond

Principal: Denali Water Solutions LLC

Obligee: City of Perrysburg

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of New Jersey)
County of Morris)

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686**

MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

Sonia Scala

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of December, 2022.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

General Info

Total:

\$137,182.50

Number	Description
Biosolids Management Services	In general the work consists of: land application of dewatered wastewater biosolids on agricultural fields arranged by the Bidder; applicable reporting requirements under the City's Biosolids Standard Operating Procedures and meeting Ohio EPA requirements; and an alternate item to transport to a landfill.
Deadline	
12/02/2022 02:00 PM EST	Specific bidding questions must be posted on the Bid Express website so that all questions and answers are visible to all bidders.
Vendor	
SYNAGRO	The City reserves the right reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive any minor informalities or irregularities in the bids received. The City reserves the right to accept any Bid which is deemed most favorable to the City.
Submitted	
12/02/2022 12:59 PM EST	
Signed by	
Emil Kneis Account Holder	The contract shall be awarded for the period of three (3) years.
Emil Kneis	The Engineer's Estimate for the project is \$134,000 (for one year)
Opened	Allows zero unit prices and labor
12/02/2022 02:00 PM EST	Yes
By	Allows negative unit prices and labor
bthomas@ci.perrysburg.oh.us	Yes

Attachment List

2_LegalNotice_FY21.pdf (111 KB)
Legal Advertisement

Instruction to Bidders.pdf (167 KB)
Instruction to Bidders

Specifications.pdf (227 KB)
Specifications

09 - NANI for July to Sept 2022 - Perrysburg WWTP - 3rd QTR NANI (1).pdf (220 KB)
Biosolids analysis

Sample Chemical Agreement.pdf (279 KB)
Sample Agreement (for reference)

Base Bid Quantities

\$137,182.50

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
10	Land Apply BioSolids Cake	3,350.00	CY	\$40.95	\$137,182.50
					Total: \$137,182.50

Alternate Bid Quantities

\$19,750.00

Item Code	Description	Quantity	Units	Unit Price	Extension
	Component is not included in bid total.				
	Alternates are not included in bid total.				
20	Transport Dewatered BioSolids to Designated Municipal Solid Waste Landfill, Estimated Quantity	1,000.00	CY	\$19.75	\$19,750.00
					Total: \$19,750.00

Additional Infomation

Guaranteed Number of Days Required for Delivery of Chemical *

We would need to be notified 14 days in advance that the biosolids would need to be removed

Total number of years that supplier has provided the service to municipalities *

42

Substitutions/Options

Optional: Vendor is not required to complete.

In order to be considered as part of the bid, any additions or reductions in pricing, optional bids, or any substitutions, deletions, additions, or changes to the minimum specifications must be shown here. The City of Perrysburg reserves the right to accept or reject any and all substitutions or optional bids offered.

BioSolids Management Services *

No bid

List of Equipment

The undersigned, as bidder, shall show evidence in the space below that he/she has satisfactory and sufficient equipment to perform and complete all of the work required and covered by the proposed Contract.

Equipment *

Belt Filter Press - 2 meter 39 Loader 83
Gravity Belt Thickeners 5 Lowboy Trailer 11
Compost Turner Self Propelled 5 Pickup Truck 235
Centrifuges 14 Liquid Pull Tank Spreaders 24
Load out Conveyor 24 Pump Hydraulic NO power unit 12
Conveyor 28 Pump Hydraulic with power unit 8
Disk-Tillage (25'-30') 31 Pump-Houle 12
Disk-No Tillage or Min (24'-30') 2 Road Tractors 60
Dozer 90 to 99 hp 2 Roll Off Truck 4
Dredge Large 2 Scales Portable Axle 3
Dredge Small 9 Skid Steer 12
Dump Truck 11 Spreader - Cake Pull Behind 55
End Dump Trailer 442 Spreader - Truck Liquid 5
Excavator 26-30 ton 3 Spud Barge-Small 1
Excavator Long Reach 1 Tanker 195
Farm Tractors 138 Tanker Trains (MI only) 13
Forest Applicator 4 Telehandler (19 foot Lift) 10
Forklift Off-Road 21 Terragator/Ag-gator 4000 Gallons 24
Generator 12 Water truck 2000-2999 Gallons 5
Grinders 26 Jockey Truck 30

Experience Record

The undersigned, as bidder, is required to state, in detail, in the space provided below, what work he/she has done of a character similar to that included in the proposed contract; and to give references and such other detailed information as will enable the City to judge his/her responsibility, experience and skill.

Experience *

State/ Project Annual Quantity of Residuals Managed Services Provided Years of Service

City of Columbus 9,000,000 gallons Removal, transportation, land application, and/ or landfill disposal Ongoing since 2004
7000 Jackson Pike
Columbus, OH 43137
Heather M. Curtis
614-546-0072
hmcurtis@columbus.gov

City of Dayton 40,000 wet tons Removal, transportation and land application Ongoing since 1987
2800 Guthrie Rd.
Dayton, OH 45418
Chris Clark
937-333-1501

City of Hamilton 9,000 wet tons Removal, transportation, land application, and/ or landfill disposal Ongoing since 2004
One Renaissance Center
345 High St.
Hamilton, OH
David Jenkins
513-785-7415

City of Springfield 6,000 wet tons Land application Ongoing since 1998
76 East High St.
Springfield, OH 45502
Shawn Spiller, Super Intendent
937-324-7262

Montgomery County 15,000 wet tons Dewatering, removal, transportation and land applications Ongoing since 1987
451 W. Third St.
Dayton, OH 45422
Beth Moore
937-781-3032
mororee@mc Cohio.gov

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 102-2022

DATE: December 7, 2022



Subject Matter/Background

A Resolution authorizing the purchase of one new vehicle for the Engineering Division.

The Engineering Division is requesting the purchase of one 2022 Ford Bronco Sport vehicle at a cost of \$31,940.00, from Bronco's Ford Toledo. This new vehicle will replace a 2003 Ford Crown Victoria vehicle.

Financial Review

These design services are budgeted in the 2022 budget line item 1110.11156.55299.

Legal Review

Recommendation

If City Council is in agreement, a motion to suspend the three readings, waive the rules, and authorize this Resolution as an Emergency Measure.

RESOLUTION 102-2022

**A RESOLUTION AUTHORIZING A PURCHASE
AGREEMENT WITH BRONDES FORD TOLEDO IN AN
AMOUNT NOT TO EXCEED THIRTY-ONE THOUSAND NINE
HUNDRED FORTY DOLLARS (\$31,940.00) FOR THE
PURCHASE ONE (1) 2022 FORD BRONCO SPORT VEHICLE
FOR THE PERRYSBURG ENGINEERING DIVISION AND
DECLARING AN EMERGENCY**

WHEREAS, the Engineering Division is in need of one new vehicle to replace a 2003 Ford Crown Victoria vehicle; and,

WHEREAS, the price for the vehicle is Thirty-One Thousand Nine Hundred Forty-One Dollars and No Cents (\$31,940.00); and

WHEREAS, this purchase is in the 2022 Budget.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into a purchase agreement with Brondes Ford Toledo in an amount not to exceed Thirty-One Thousand Nine Hundred Forty Dollars and No Cents (\$31,940.00) as represented in Exhibit A.

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

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

Res 102-2022

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Brondes Ford Toledo
5545 Secor Road
TOLEDOOH43623

Cust No	5330
Stock No	3640R9B
SS No	

Purchaser's Name: CITY OF PERRYSBURG

Date: 12/07/2022

Street Address: 127 W Fifth St.

Phone: (419) 872-8020

City: PERRYSBURG County: State: OH Zip: 43551-1582 Salesperson: Mark Schafer

Enter My Order for One		New	Used	Car	Truck	Demonstrator
Year: 2022	Make: Ford	Model: Bronco Sport		Body Type:	Color: ICONIC SILVER M	Trim: Big Bend 4dr 4x
Vin	3FMCR9B63NRE18340			Invoice No:	DOB: / /	

Remarks:	MSRP	\$ 32,105	00
	Selling Price of Vehicle	\$ 31,805	00

Deposit Receipt: Dealer hereby acknowledges receipt of the sum of \$ _____ as a deposit/partial payment for the vehicle described above. If this receipt is for a deposit, dealer will refrain from selling the described vehicle for _____ days. This deposit/partial payment IS NOT refundable. Subject to the following conditions:	Negative Equity: I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ _____ of negative equity from my trade-in be included in the cash price of the vehicle.
--	---

Rect No	Amt	Date	By			
Rect No	Amt	Date	By		Selling Price ⇒	\$ 31,805 00
Rect No	Amt	Date	By		Document Fee ⇒	\$ 100 00

Trade-In and Other Credits			\$ 31,905 00	← Taxable
Trade-In Allowance			% - Sales Tax	
Balance Owed on Trade		Total Taxable		
Balance Owed To		Odometer Mileage Statement The Odometer of the above described vehicle now reads _____ miles/kilometers, and is accurate unless checked below: Odometer mileage is not accurate. (Refer to the Federal Mileage Statement for full disclosure)		Titling fees \$ 15 00 45 Day Tag Other \$ 20 00
Net	\$			
Deposit				
Cash				
Rebate #				
Total Credit			Total Credit	
Trade Year		Make	Model	Balance \$ 31,940 00
Stock #		Vin		Miles

Accepted By Purchaser:

Date 12/07/2022

Signed:

Purchaser

Pre-Purchase/Pre-Lease Order

DealerCAP

YARK AUTOMOTIVE GROUP

Car Deal #			
Stock#		F220340	
Salesperson		Aaron Byler	
		☒ PURCHASE ☐ LEASE	
Customer Name		Brian Thomas	
Date		11/29/2022	
Street Address		Home Phone	
Business Phone		Cell#	
(419) 890-2153			
City	State	Zip	County
Perrysburg	OH	43551	Wood
To Be Delivered On or About:		Email	
11/29/2022			
VEHICLE INFORMATION			
Year	Make	Model	Color
2022	Ford	Bronco Sport	Cactus Grey
Trim	Big Bend		
VIN or Serial Number	3FMCR9B69NRE36132		Mileage
5			
REMARKS			
☐ SEE WE OWE - DELIVERY CONFIRMATION ☐ VEHICLE SOLD/LEASED AS-IS ☐ USED VEHICLE LIMITED WARRANTY APPLIES New Vehicle MSRP/Used Vehicle List Price \$ <u>\$32,105.00</u> <i>IF TAX EXEMPT SUBTRACT TAX AMOUNT</i>			
Trade-In (1) Year:		Make:	Model:
VIN/Serial No.:		Odometer Reading:	Color:
Trade-In Allowance (1):		Payoff	& Lienholder
Trade-In (2) Year:		Make:	Model:
VIN/Serial No.:		Odometer Reading:	Color:
Trade-In Allowance (2):		Payoff	& Lienholder
**NEGATIVE EQUITY: You are aware that the Payoff on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by \$ _____. X _____ X _____			
Trade In and Other Credits		☒ TAXABLE TOTAL	
Total Trade-In Allowance	\$0.00		
Total Balance Owed on Trade(s)	\$0.00		
☐ Net Equity / ☐ Negative Equity**		*DEPOSIT RECEIPT: The Cash Deposit/Down Payment is not refundable, unless otherwise specified in writing on this Pre-Purchase/Pre-Lease Order. No refunds will be provided for special order vehicles. In the case of a Deposit, we will refrain from selling/leasing the vehicle for 3 days.	
Deposit*			
Cash Due on Delivery			
Other Rebate/Incentive			
TOTAL CREDIT	\$0.00		
		☐ DOCUMENTARY SERVICE FEE	
		\$250.00	
		SUBTOTAL	
		\$32,794.00	
		SALES/USE TAX	
		\$2,210.90	
		TITLE FILING FEE	
		20.00	
		REGISTRATION FEE/30 DAY TAG	
		20.00	
		TOTAL DUE	
		\$35,004.90	
		TOTAL CREDIT	
		\$0.00	
		BALANCE DUE	
		\$35,004.90	
This Pre-Purchase/Pre-Lease Order is not the final written agreement between you and the Dealership for the sale or lease of the vehicle. The Trade-In Allowance is valid for 10 days provided that there is no material change in the condition of the Trade-In Vehicle(s). The parties intend to complete and sign a Retail Purchase Agreement or Retail Lease Order that, together with the other sales documents signed by both parties, will contain the final agreement between the Dealership and Customer(s) for the purchase/lease of the above-described vehicle. The purpose of this Pre-Purchase/Pre-Lease Order is to confirm the Customer's desire to purchase/lease the vehicle and to request that the Dealership complete the final purchase/lease documents.			
Customer's Signature		Date 11/29/2022	
Customer's Signature		Date 11/29/2022	
		FOR LEASES ONLY, THE FOLLOWING APPLY (Subject to Primary Lessor's Approval): LEASE TERM IS _____ MONTHS DISPOSITION FEE \$ _____ MILEAGE PER YEAR _____ MILES EXCESSIVE MILEAGE CHARGE _____ PER MILE	

\$32,834.00



Go Further
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VEHICLE DESCRIPTION

2022 BIG BEND 4X4
5-PASSENGER
1.5L ECOBOOST ENGINE
8-SPEED AUTO TRANSMISSION

EXTERIOR
CACTUS GRAY
INTERIOR
EBONY BLACK

NR E36132

**EPA
Fuel Economy and Environment**

Fuel Economy

26 combined city/hwy
3.8 gallons per

Small SUVs range from 14 to 129 MPG. The best vehicle rates 142 MPG.

**You spend
\$250**

- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - LED
- FLOOD LIGHTS
- ELECTRONIC BALLASTS

- LIFTGATE W/ LIFTGLASS
- MIRRORS - HTD/POWER GLASS
- PRV GLS-2ND RW/LIFTGATE
- REAR INT WIPER/WASH/DFRST
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- WHEEL LIP MOLDINGS - BLACK

- ILLUMINATED ENTRY SYSTEM
- MANUAL PASS SEAT - 4-WAY
- MOLLE STRAP SYSTEM
- POWERPOINTS - 12V
- RUBBERIZED CARGO FLOOR
- STEERING: TILT/TELESCOPE, CRUISE & AUDIO CONTROLS

INTELL ACCESS W/PUSH START
REAR VIEW CAMERA W/WASHER
REFRESH95
REMOTE KEYLESS ENTRY
SIRIUSXM® - SVC N/A AK3HI
SYNCO3 3" SCR N W/APPLINK®
TERRAIN MANAGEMENT SYS-5

- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- SIDE AIRBAGS
- SOS POST-CRASH ALERT SYS™

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

OPTIONAL EQUIPMENT/OTHER
EQUIPMENT GROUP 200A
.17" CARBON GRAY HIGH GLS WHIL
225/65 R17 102H A/S BSW TIRES
4G LTE WIFI HOTSPOT REMOVAL
50 STATE EMISSIONS
SUPPLEMENTAL PTC HEATER

PRICE INFORMATION
BASE PRICE
TOTAL OPTIONS/OTHERS
TOTAL VEHICLE & OPTIONS
DESTINATION & DELIVERY

MSR	
\$30,530.	
- 20.	
30,510.	
1,595.	
OTHER	

TOTAL MSRP \$32,105.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.



FORD CREDIT

NK271 N RB 2X 250 006374 10.27.22

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local Taxes are not included. Dealer installed options or accessories are not included unless listed above.

11/07/0	
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100



100

100

100

11/29/2022

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 103-2022

DATE: December 6, 2022



Subject Matter/Background

A Resolution approving an agreement with Tetra Tech for the engineering services for a 10' asphalt Multi-Use Path on the west side of Dixie Highway and West Boundary Street from just north of the SR25 (Dixie Highway) diverging diamond interchange north to Indiana Avenue (SR65).

This construction of this project will be funded in part by a TMACOG Transportation Alternatives Grant. The grant funds will be available for construction in 2025 or 2026. With the scope of the project crossing a CSX rail line we want to begin design now because navigating the approvals required from CSX will take time.

The cost of engineering services for this Multi-Use Path is \$154,000.00 plus \$5,000 for contingency for a total of \$159,000.00.

Financial Review

These design services are budgeted in the 2022 budget line item 4403-81919-55999.

Legal Review

Recommendation

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

RESOLUTION 103-2022

**AUTHORIZING AN AGREEMENT WITH TETRA TECH IN AN
AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FOUR
THOUSAND DOLLARS (\$154,000.00) FOR ENGINEERING
SERVICES FOR A MULTI-USE PATH ALONG DIXIE
HIGHWAY AND WEST BOUNDARY STREET**

WHEREAS, as part of its ongoing efforts to improve non-motorized access to areas around the city, the City of Perrysburg, Ohio has been constructing connected multi-use paths (MUP); and,

WHEREAS, the this MUP will connect with the MUP that is at SR65 (Indiana Avenue) and allow pedestrians to access Fort Meigs, the riverfront and Orleans Park; and,

WHEREAS, to support the cost of construction, the city sought funding from the Toledo Metropolitan Area Council of Governments (TMACOG), and

WHEREAS, this funding will be available for construction of this Multi-Use Path in 2025 or 2026; and,

WHEREAS, it is necessary to begin design work on the next phase of the proposed MUP; and,

WHEREAS, the city went through the appropriate selection process for a firm to design this Multi-Use Path along Dixie Highway and West Boundary Street, Tetra Tech was selected. Tetra Tech has performed similar work for the City in the past; has the experience, personnel, knowledge, and equipment to provide the required design services.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Tetra Tech in an amount not to exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00) as represented in Exhibit A hereto and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed Five Thousand Dollars \$5,000.00 for a total engineering services amount of One Hundred Fifty-Nine Thousand Dollars (\$159,000.00) with respect to a multi-use path along Dixie Highway and West Boundary Street.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____



November 1, 2022

Brian A. Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
201 W. Indiana Avenue
Perrysburg, Ohio 43551

Re: Proposal for Engineering Services for West Boundary and Dixie Highway Multiuse Path

Dear Mr. Thomas:

Thank you for selecting us to provide engineering services for the West Boundary Street and Dixie Highway Multiuse Path (MUP)! We are pleased to submit this price proposal to provide detailed design services to you. Below is a breakdown of project understanding and scope, schedule, assumptions, and compensation:

PROJECT UNDERSTANDING AND SCOPE

The City would like to construct a 10' asphalt multiuse path on the west side of Dixie Highway and West Boundary Street from just north of the SR 25 (Dixie Highway) and I-475 diverging diamond interchange north to Indiana Avenue (SR 65). Attached to this proposal is a schematic plan of the path from our letter of interest (LOI) for reference. Below is a summary of scope tasks that are anticipated for this project:

DETAILED DESIGN

- Attend kick off meeting with the City
 - Collect topographic survey to be used for design (attached is DGL's proposal for reference)
 - Geotechnical investigations, engineering and recommendations (attached is TTL's proposal for reference)
 - Environmental support services (attached is Lawhon's proposal for reference)
 - Develop Stage 1 and Stage 3 Plans, and Final Plans, Specifications and Opinion of Probable Costs.
- Anticipated final plan sheets include:

- Title Sheet
 - Schematic Plan
 - Typical Sections (2 sheets)
 - General Notes (2 sheets)
 - General Summary
 - Project Site Plan
 - Plan and Profile Sheets (6500'/500' per sheet = 13 sheets)
 - Cross Section Sheets (6500'/50' per section/5 sections per sheet = approx. 26 sheets)
 - Miscellaneous Details (up to 3 sheets)
- Total Sheets = 50 +/-**

CSX RR COORDINATION AND PERMIT PREPARATION

The proposed MUP will cross the CSX RR at-grade crossing just south of Indiana Avenue (SR 65). Tetra Tech will lead the coordination and permit process for the City. The following tasks are anticipated:



- Coordination with CSX RR
- Prepare drawings (exhibits) for the proposed MUP crossing the CSX RR
- Add notes/provisions/details to the construction plans related to the CSX RR crossing

BIDDING ASSISTANCE

- Assist the City with answering questions during the bidding phase

PROJECT SCHEDULE

We will work with the City to develop a mutually agreeable design schedule. We understand that this project is planned for construction in 2025.

ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

- All permit fees will be paid directly by the City of Perrysburg.
- No Right of Way (R/W) plans or easement/legal descriptions are included in this proposal. Should R/W or easements be required, we will have DGL prepare a separate fee proposal for those services to be considered by the City.
- No traffic signal design modifications are included in this proposal.
- No construction phase services are included in this proposal.

COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on standard hourly rates plus in-house reimbursable expenses. We have estimated a base budget of **\$154,000** for this project. If Tt anticipates that additional effort is required during this project, Tt will submit a written request to the City of Perrysburg for authorization prior to completing any additional work. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Tt Standard Terms and Conditions (Tt ST&C).

Thank you for giving us this opportunity to serve the City of Perrysburg!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrew J. Langenderfer'.

Andrew J. Langenderfer, P.E.

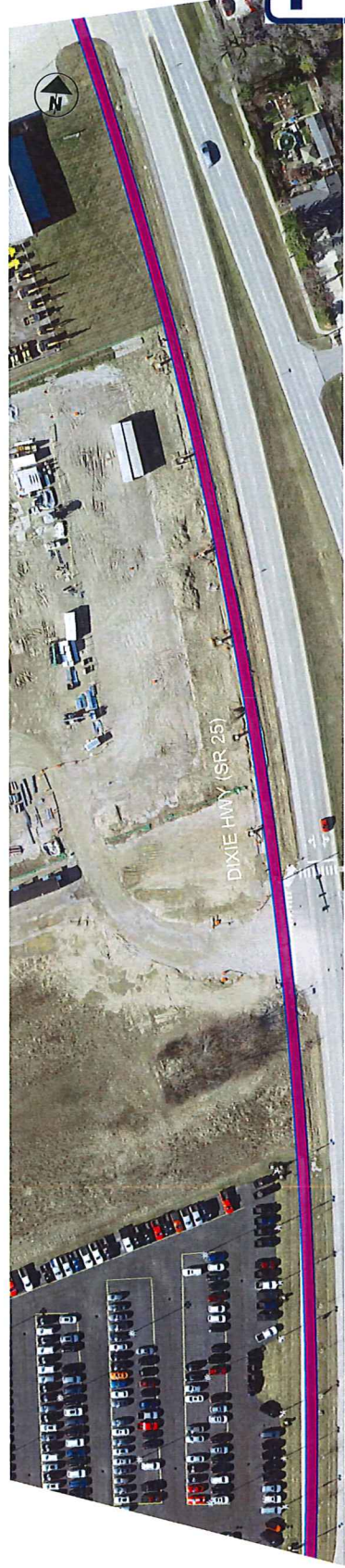
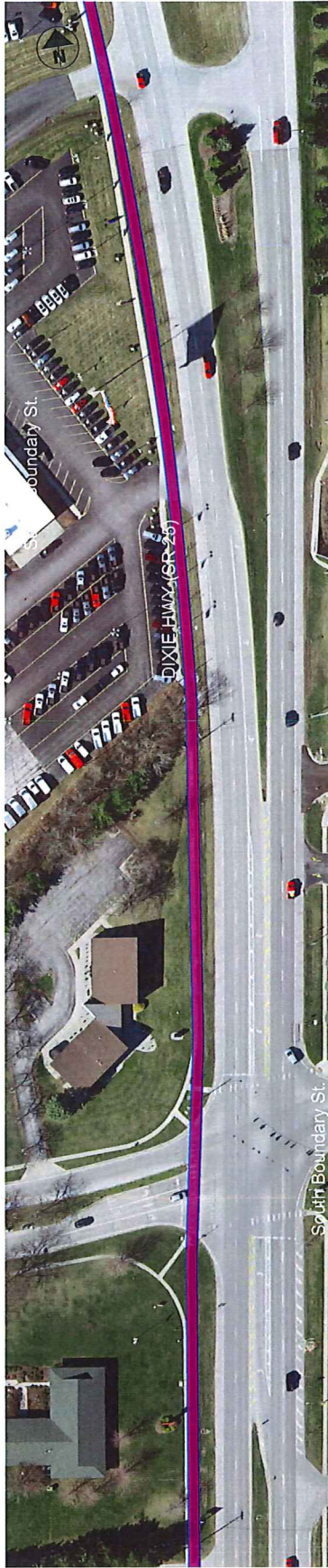
Senior Project Manager 419.779.7686 Andy.langenderfer@tetrattech.com

Attachments: Aerial Mapping of Approximate MUP Limits
Sub Consultants Proposals
Tt Standard Terms and Conditions

PROPOSAL ACCEPTED BY CITY of PERRYSBURG (Brian Thomas, PE, PS, CPESC, CFM)

SIGNATURE _____

TITLE _____ **DATE** _____



1
2

PERRYSBURG MAP
ALONG SR 25

MULTI-USE PATH LAYOUT

DATE: 8-15-2022
DRAWN BY: AL
DESIGNED BY: AL
SCALE: 1" = 50'
100'



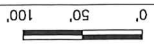
PERRYSBURG MUP
ALONG SR 25

MULTI-USE PATH LAYOUT

DATE:
9-19-2022

DESIGNED BY:
AL

CHECKED BY:
AL/H/S





PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

October 21, 2022

Andy Langenderfer
Senior Project Manager
Tetra Tech
420 Madison Avenue, Suite 1001
Toledo, Ohio 43604

Re: City of Perrysburg MUP Survey Cost Proposal

Dear Mr. Langenderfer:

Per your request, please find enclosed our Perrysburg Multi Use Path (MUP) Topographic and Right of Way\Boundary Survey cost proposal.

Based on the project understanding and scope of services provided here within, DGL proposes a **total fee of \$18,600.00**. This fee was developed with reference to the Tetra Tech State of qualifications and the project area map provided to DGL.

Please contact me if you have questions about the work scope or the estimated fee provided for this work.

Sincerely,
DGL Consulting Engineers, LLC

RJ Lumbrezer, PS
DGL Survey Manager

T: 419.535.1015, x 232 | C: 419.787.2961 | E: rlumbrezer@dgl-ltd.com
3455 Briarfield Blvd, Suite E | Maumee, Ohio 43537

cc: Laurie Adams

209-22341

Maumee, Ohio
419.535.1015

Wauseon, Ohio
419.330.1360

Dublin, Ohio
614.356.7150

Kent, Ohio
330.328.3621

dgl-ltd.com

DBE | SBE | LDBE | EBE

BACKGROUND

DGL Consulting Engineers, LLC (DGL) understands that Tetra Tech has been selected by the City of Perrysburg to perform the design for the new multi-use path being constructed from the Mercy Hospital parcel on the Northwest corner of I-475 and State Route 25 (Dixie Highway) North to Indiana Ave.

DGL understands that we will be performing the topographic survey as well as determining the boundary lines of each parcel and the right of way of State Route 25 and the crossing roadways.

The information within this proposal, was developed based on the background data provided by the Client via email on October 10, 2022 and will be the basis of the scope of work.

SCOPE OF WORK

For the purpose of generating this proposal, DGL has defined the scope of work to include the following:

1. **Project Research**
Perform research to obtain the existing deed of each parcel, record surveys, section corner and roadway control references as well as road right of way and utility references.
2. **Project Control**
DGL will utilize Trimble GPS on the Ohio VRS GPS system, Ohio North Zone to establish horizontal and vertical control. Horizontal control will be based on NAD 83 and vertical control will be based on NAVD 88.
3. **Boundary and Right of Way Determination**
DGL will review the survey, deed, and references research and look for and locate all roadway and section corner monumentation as well as existing property corners. This information will be used to determine the existing boundary and right of way lines.
4. **Utilities**
Ohio Utilities Protection Service (OUPS) will be contacted to mark all existing utilities in the field within the project area. Record plans will also be requested. The underground pipe flowlines will be measured to determine depth and location of storm, water, sanitary etc.
5. **Topographic Survey**
A topographic survey will be performed to take 50 ft cross sections or as needed to determine the grade of the existing ground. All improvements such as roadway, parking lots, sidewalk, buildings, utilities, etc. will be located to aid in determining the location of the proposed multi-use path.
6. **CIV-3D Base Drawing**
Utilizing the above data and research information, a base drawing will be created to show all of the existing information. A file will also be created to delineate the existing surface.

ASSUMPTIONS

1. It is assumed that a full survey will be performed from the existing westerly curb of State Route 25 Westerly to a point 20 LF beyond the right of way. The existing roadway of State Route 25 will be located with enough points to show line work only for delineation on the drawing.
2. Right of Way Plan fees will be provided once the design determines if proposed right of way is required.



1915 North 12th Street
Toledo, OH 43604-5305
T 419-324-2222
F 419-241-1808
www.ttlassoc.com

October 21, 2022

Proposal No. 2318101

Mr. Andrew J. Langenderfer, P.E.
Tetra Tech
420 Madison Avenue, Suite 1001
Toledo, Ohio 43604

**Proposal for
Geotechnical Subsurface Investigation
Proposed W. Boundary MUP
Perrysburg, Ohio**

Dear Mr. Langenderfer:

TTL Associates, Inc. (TTL) is pleased to provide this proposal to Tetra Tech for a geotechnical subsurface investigation for the above referenced project. TTL has developed this proposal for services based on the following information:

- A request for proposal (RFP) sent via email from you to Mr. Chris Iott of TTL on October 17, 2022, which included the Tetra Tech LOI submitted to City of Perrysburg that included a proposed path overlay of aerials.
- A teleconference between you and Mr. Iott on October 18, 2022.
- Review of borings performed by TTL south of the site for the diverging diamond interchange (DDI) (TTL Project No. 1268301, report dated April 15, 2016).

PROJECT DESCRIPTION

It is our understanding that the project consists of construction of a new multiuse path (MUP) along the west side of West Boundary Street (aka Dixie Highway and State Route 25), extending from the path associated with the DDI at State Route 25 and Interstate 475, north to West Indiana Avenue, in Perrysburg, Ohio. The existing MUP associated with the DDI ends at the south edge of the Mercy Health Perrysburg Hospital right-hand exit lane to State Route 25. The new MUP will start at the north edge of this drive, just south of an existing Starbucks facility. The new MUP will extend to the southwest corner of W. Indiana Avenue, where an existing MUP is present at the northwest corner extending west along West Indiana Avenue.

The MUP will be asphalt-paved. It is anticipated that the MUP will be approximately 10 feet wide.

It is anticipated that final grades will approximate existing grades. It is assumed that no retaining walls or culvert extensions/headwalls will be required for this project.

SCOPE OF WORK

TTL proposes to conduct a geotechnical subsurface investigation to evaluate the properties of the underlying soils with respect to design and construction of MUP pavements at the above referenced location. A drill rig and crew will be utilized to advance test borings into the underlying soils for the purpose of collecting samples and performing in-situ tests. Laboratory testing will be conducted on the collected soil samples to provide physical properties and characteristics of the underlying materials. Engineering design recommendations for MUP pavements will be developed based on information obtained from the drilling and laboratory testing.

The proposed scope has been divided into the following three tasks.

Task 1 - Mobilization, Drilling and Sampling

Based on the provided information, nine (9) borings are proposed for this investigation. The borings will generally be performed at approximate 800 feet intervals, in the general areas shown on the attached boring location plan. Borings are generally planned in grass areas. However, depending on existing above-grade and underground utilities, some borings may be extended through the existing sidewalk. The borings will be extended to a depth of 10 feet below existing grade or auger refusal, whichever is first encountered.

TTL will mobilize a drill rig and crew to the site, perform the indicated test borings, and return the collected soil samples to our laboratory for testing. The test borings will be located in the field by TTL using taping or pacing methods in general accordance with the attached boring location plan. TTL will also notify the Ohio Utility Protection Service (OUPS) for utility markings and clearances. **The client is to furnish TTL with plans identifying on-site underground structures and utilities, and to notify TTL of those structures and utilities not shown on said plans.** If obstructions, overhead power lines, or underground utilities are encountered, the test borings may have to be relocated. The relocation distance shall be kept to a minimum. We have assumed that the project surveyor will survey the as-drilled boring locations, if needed for the project.

The test borings will be performed in general accordance with ASTM D 1586, as well as ASTM D 1452 or ASTM D 6151. Soil samples will be collected at 2½-foot intervals using a split-spoon sampler. Standard Penetration Tests will be performed at the same intervals. Upon completion of the drilling operations, each test boring will be backfilled with a mixture of bentonite chips and auger cuttings. Borings extended through sidewalks will be patched using a Quikrete product.

If soft, wet ground conditions are present at the time of our field exploration, rutting may occur. We have not budgeted for repair of lawns or plantings that are affected by drill rig access to the boring locations. We have assumed that the field work can be completed during normal business hours on weekdays. Field operations are anticipated to require one to two days for completion.

We have assumed that State Route 25 is in City of Perrysburg jurisdiction, and as such do not anticipate that ODOT permits for work in the right-of-way will be required. No borings will be performed in railroad right-of-way.

Task 2 - Laboratory Testing

Design and construction recommendations pertaining to pavements will be evaluated using soil index properties, and engineering parameters determined from laboratory tests performed on the recovered samples. These tests will include the following:

- Moisture content determinations (ASTM D 2216)
- Atterberg limits tests (ASTM D 4318)
- Particle size analyses (ASTM D 6913 and D 7928)

All of the recovered samples will be visually or manually classified in general accordance with the Unified Soil Classification System (ASTM D 2487 or D 2488) or Ohio Department of Transportation (ODOT) classification system, as preferred by Tetra Tech. Each recovered soil sample will also be tested for moisture content. Unconfined compressive strength estimates will be obtained for the intact cohesive soil samples using a calibrated hand penetrometer. Additionally, Atterberg limits tests and particle size analyses will be performed on up to three representative soil samples to evaluate soil classification and index properties, as well as to provide a correlation to evaluate a California Bearing Ratio (CBR) design value for the pavement subgrade.

Task 3 - Engineering Analysis, Recommendations and Report Preparation

A geotechnical engineer will take the information from the driller's field logs and prepare engineering logs describing each encountered stratum. Geotechnical-related design and construction recommendations will be prepared under the direction of a licensed professional engineer. The recommendations will address soil conditions and characteristics. In addition, general construction recommendations will be provided by the geotechnical engineer, including excavation and backfill requirements, potential subgrade modification (but not an ODOT GB-1 analysis), as well as groundwater conditions and control. Using information obtained from the index property testing, a subgrade CBR will be evaluated and presented for use in flexible (asphalt) pavement design.

The final report will contain the field investigation and laboratory test data, state our findings and observations, and include a site plan and log identifying each test boring. The final report will also include the recommendations for MUP pavements prepared under the direction of a licensed professional engineer.

ESTIMATED COST

TTL proposes to conduct the investigation described herein for a lump sum fee of **\$7,670.00**. This fee includes \$4,560 for drilling and sampling of subsoils not exceeding 90 lineal feet, \$755 for laboratory testing, and \$2,355 for engineering analysis and report preparation. Additional drilling and sampling of

overburden soils, if deemed necessary by subsurface conditions and authorized by Tetra Tech prior to demobilization, would be performed on an add basis of \$38.00 per lineal foot. Delays incurred by the drilling crew due to circumstances beyond our control will be billed at the rate of \$308.00 per hour. A dozer, if required due to site conditions and authorized by the client, would be provided at cost plus 20 percent.

The engineering fee includes analysis and consultation through submittal of the final report. Any project meetings, as well as additional analysis and consultation services, will be invoiced in accordance with the following unit rates:

- Project Engineer for additional analysis and engineering evaluation, per hour..... \$ 160.00
- Chief Geotechnical Engineer (P.E.) for meetings and consultation, per hour \$ 248.00

TERMS AND CONDITIONS

Work shall be performed in accordance with the attached TTL Agreement for Services. Please execute the agreement form and return it to our office as our authorization to proceed. Alternatively, a purchase order or subcontract referencing this proposal by number and date may be provided as our authorization to proceed.

TTL will apply reasonable care to avoid encountering underground structures and utilities, including notifying OUPS prior to the field work to obtain clearances within OUPS' jurisdiction. **The client is to furnish TTL with plans identifying on-site underground structures and utilities, and to notify TTL of those structures and utilities not shown on said plans.** Any claims resulting from damage to structures/utilities not identified or mismarked by OUPS locaters and/or the client are not the responsibility of TTL, regardless if such damages are direct, indirect, or consequential.

SCHEDULE

TTL is prepared to begin work on this project upon receipt of written authorization to proceed. Based on our current drilling schedule, we anticipate that the field work can commence within two to three weeks of receipt of written authorization and site plans showing existing on-site underground structures and utilities. Field operations are anticipated to require one to two days for completion. Our final report will be available approximately three to four weeks after completion of the drilling operations. Prior to submittal of the final report, draft boring logs and preliminary recommendations could be provided in order to facilitate design.

TTL Associates, Inc. appreciates this opportunity to provide Tetra Tech with our quality geotechnical services, and we look forward to working with you on this project. Should you have any questions regarding this proposal, please contact us at (419) 324-2222.

Respectfully submitted,

TTL Associates, Inc.



Christopher P. Iott, P.E.
Chief Geotechnical Engineer



Curtis E. Roupe, P.E.
Vice President

Attachments - Agreement for Services
- Terms and Conditions
- Electronic (ACH) Payment Instructions
- Boring Location Plan (2 pages)

T:\Projects\2318101...\Proposal-Contract-Admin\Proposal\2318101 TTL Geotech Proposal W Boundary MUP Perrysburg OH.doc

AGREEMENT FOR SERVICES

THIS AGREEMENT is by and between _____

Tetra Tech

420 Madison Avenue, Suite 1001

Toledo, Ohio 43604

hereinafter called **CLIENT** and TTL Associates, Inc. of 1915 North 12th Street, Toledo, Ohio 43604, hereinafter called **TTL** who agrees as follows:

DECLARATIONS. **CLIENT** desires to engage **TTL** to provide services as described in **TTL** Proposal No. 2318101 dated October 21, 2022, a copy of which is attached hereto, and along with the attached **TERMS AND CONDITIONS** are made a part of this **AGREEMENT**.

ACCEPTANCE. Execution of this **AGREEMENT** or the issuance of any other written authorization by **CLIENT** to **TTL** such as a written Purchase Order will constitute acceptance of this **AGREEMENT**.

For **CLIENT**, By _____
Signature

Name

Title

EXECUTED THIS _____ DAY OF _____, 20____

For **TTL Associates, Inc.**, By 
Signature

Curtis E. Roupe, P.E.

Name

Vice President

Title

EXECUTED THIS 21st DAY OF October, 2022

Please sign one copy of this agreement and return it to TTL. The proposal is valid for 120 days.



TERMS AND CONDITIONS - SCHEDULE A

As used herein, the word Client refers to the party purchasing services for work from TTL Associates, Inc. (TTL). The following terms and conditions shall govern the performance of services or work by TTL for or on behalf of Client, as contemplated by the order set forth on the attached document. Modification of these terms and conditions may be made only with the prior written consent of both parties and any attempts to alter such terms and conditions with purchase orders, acknowledgements, similar or other documentation shall be void.

1. Scope; Standards. TTL shall provide the services described on the attached document in accordance with generally accepted industry standards.
2. Pricing. Prices quoted by TTL are subject to change if not accepted by Client within sixty (60) days of the date of quotation or if the work is not commenced (through no fault of TTL) within sixty (60) days of the date of acceptance of such quotation.
3. Invoicing. Please advise TTL if your company accepts vendor invoicing by email only; and if so, the preferred email address to submit our invoices to.
4. Payment. TTL encourages payment utilizing the ACH Electronic Method (see attached). TTL invoices shall be paid within thirty (30) days of invoice date. Amounts unpaid when due shall bear interest at the rate of one percent (1.0%) per month, compounded monthly, until paid.
5. Work Product. Reports and results of TTL services are rendered for the exclusive use of Client, but at all times remain the property of TTL. The Client shall not advertise, publish or otherwise communicate TTL's work product to any third party without the prior written approval of an officer of TTL.
6. Legal Proceedings. If TTL work product is to be used in any legal proceeding, TTL shall charge and Client shall pay all TTL expenses together with then applicable TTL hourly rates for any court appearance, deposition, affidavit or the like by any TTL personnel. Preparation time shall also be billed and paid at such rates.
7. Adversarial Proceedings. In the event that TTL is ordered or subpoenaed to produce documents or testify on behalf of a third party, TTL shall so advise Client, whenever possible. Client may then determine whether it wishes to contest the subpoena or order.
8. **WARRANTY DISCLAIMER. OTHER THAN ITS COMMITMENT TO PERFORM SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS, TTL MAKES NO WARRANTY WHATSOEVER. TTL MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.**
9. **Limitation of Liability. In no event will TTL's liability to Client, or to third parties claiming through Client (including, without limitation, Client's insurers) exceed \$50,000 regardless of the legal theory upon which a claim may be based, including contract, warranty, tort and indemnification. Without limiting the generality of the foregoing, this limitation is applicable to loss, destruction, or damage to Client property while in the possession or control of TTL. In no event will TTL be liable to Client or to third parties claiming through Client (including Client's insurers) for any incidental or consequential damages whatsoever regardless of the legal theory upon which a claim may be based.**
10. Samples. In the event that TTL services involve test samples, such samples will be obtained with reasonable care and preserved for a period of thirty (30) days. TTL reports relative to samples are applicable only to the specific samples tested and only depict conditions at the specific locations of the test.
11. Non-Poaching. During the term of this Agreement and for a period of 24 months thereafter, Client may not, directly or indirectly, solicit, employ, or otherwise engage as an employee, independent contractor, or other provider of services, any person who is or was an employee or contractor of TTL within the preceding 12 months, or in any manner induce or attempt to induce any current employee of TTL to terminate an employment relationship with TTL.
12. Governing Law. This agreement and all transactions relating hereto shall be governed by the laws of the State of Ohio.
13. Entire Agreement. This proposal constitutes the entire agreement between TTL and Client regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be amended or altered only in a writing signed by both parties.



1915 North 12th Street
Toledo, OH 43604-5305
T 419-324-2222
F 419-241-1808
www.ttlassoc.com

Electronic (ACH) Payment Instructions

Account Name: TTL Associates, Inc.

Bank Name: Huntington National Bank

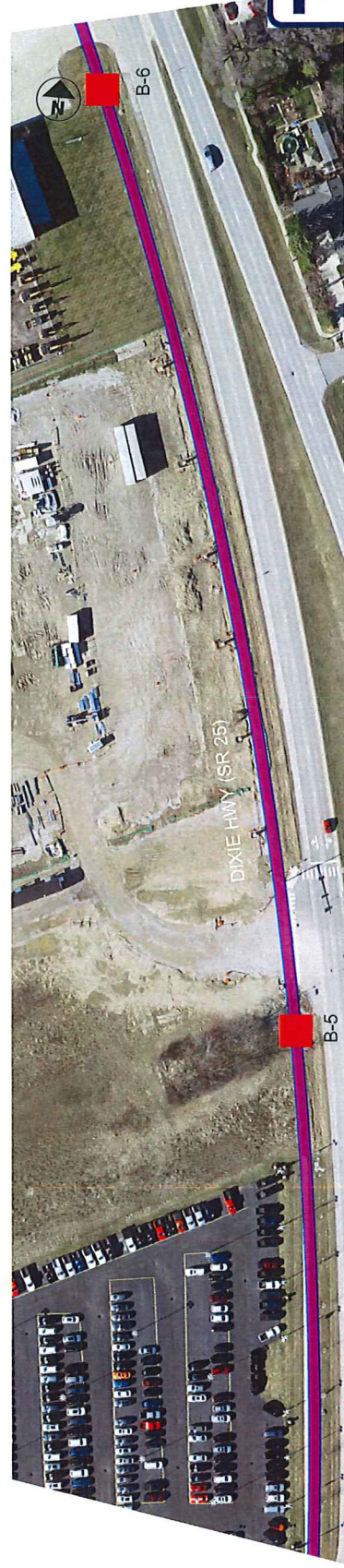
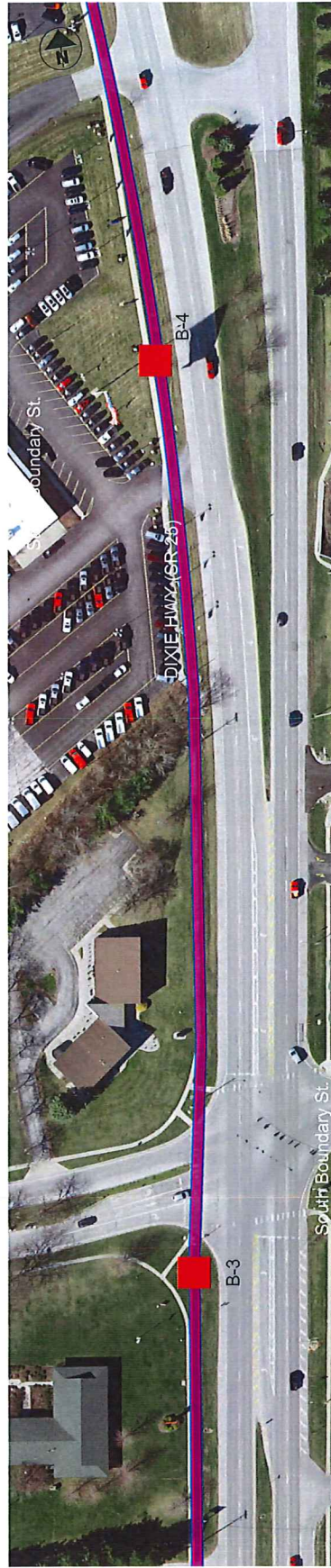
ABA / Routing Number: 041215016

Account Number: 01479765946

Please reference on your Electronic ACH the project number or invoice number as indicated on the invoice

Please direct any questions you may have to:

Laurie Nesmith
Financial and Administrative Manager
TTL Associates, Inc.
734-582-4990
lnesmith@ttlassoc.com



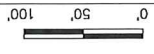


PERRYSBURG MUP
ALONG SR 25

MULTI-USE PATH LAYOUT

DATE:
9-13-2022

DESIGNED BY:
AL
DRAWN BY:
AL/H/S





Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton
Cincinnati

October 20, 2022

Mr. Andrew Langenderfer, P.E.
Tetra Tech
420 Madison Ave, Suite 1001
Toledo, Ohio 43604

Re: Ecological Survey/Wetland Delineation Study the Proposed West Boundary Multi-Use Path Project in Perrysburg, Wood County, Ohio

Mr. Langenderfer,

Lawhon & Associates, Inc. (L&A) is pleased to submit this proposal to provide an ecological survey/wetland delineation for the above captioned project. It is our understanding that the City of Perrysburg proposes a new multi-use path along the west side of Dixie Highway (SR 25) from Eckel Junction Road to West Indiana. Our services will include ecological survey/wetland delineation with a qualitative assessment of all identified resources along this proposed trail alignment. L&A's technical approach, estimated fees, and proposed schedule to complete these tasks are stated within this proposal.

Company Profile

L&A provides full-service environmental and engineering consulting services to solve environmental issues for the public and private sector. The company was established in 1985 in Columbus, Ohio and owes its success to a continuing policy of providing sound environmental technical solutions through the personal direction of the principals and staff. Over the last 35 years, our services have grown to include hazardous building material consulting, environmental site investigations and remediation; ecological and wetland services; cultural and historic resources evaluations; indoor environmental quality studies; and NEPA compliance. L&A is a women-owned business and licensed engineering company (#03-0125) in the State of Ohio, with offices in Columbus, Cleveland, Dayton and Cincinnati, Ohio. We are known for being responsive to our clients and for providing quality services in a cost effective and timely manner.

Technical Proposal

Task 1: Ecological Survey/Wetland Delineation

L&A will conduct an ecological survey/wetland delineation on the proposed West Boundary Multi-Use Path as shown in the LOI provided by Tetra Tech. The survey will include the identification and delineation of all potentially jurisdictional waters (i.e. wetlands and streams) in accordance with the procedures for routine wetland delineations as described in the 1987 USACE Wetland Delineation Manual and the Northcentral and Northeast Regional Supplement; wetland assessment utilizing the Ohio EPA's Ohio Rapid Assessment Method for Wetlands (ORAM); stream assessment utilizing the Ohio EPA's Qualitative Habitat Evaluation Index (QHEI) protocol and/or Headwater Habitat Evaluation Index evaluation (HHEI) for headwater streams (qualitative assessment only), as applicable; and the assessment of any threatened or endangered (T&E) species or potentially suitable habitat for these species within the study area. Prior to the initiation of the field survey, L&A will review existing mapping resources and contact USFWS and ODNR to request information on any recorded occurrences of federal or state-protected species within the immediate vicinity of the proposed project.

Upon completion of the fieldwork, L&A will prepare a letter report that summarizes the findings of the ecological resources survey. The report will contain an overall site description; descriptions of any wetlands, streams, and or other sensitive ecological resources identified within the Study Area; representative photographs; mapping of the GPS data collected during fieldwork as GIS shapefiles; and additional mapping of the Study Area. The report will evaluate the wetlands and streams identified within the project limits to allow a determination of whether these wetlands or streams qualify as Waters of the U.S. or as Waters of the State and will be suitable for submittal to the USACE for confirmation of our delineation. The report will be suitable for coordination with both the USACE and Ohio EPA in support of any waterway permits that may be required by the project.

Assumptions

In completing the scope of services described above, L&A assumes the following:

1. Client will provide plans and/or maps that clearly depict the project boundaries and relevant site features in electronic format. Relevant features include any site improvements associated with the proposed development.
2. This proposal assumes a study corridor of no more than 50 feet wide and centered on the alignment roughly depicted in the LOI for the project.
3. The schedule estimates assumes no significant delays due to weather, design changes, or agency availability.
4. Reports will be provided as electronic copies (PDF) to the Client.

Schedule

L&A can begin the ecological field work associated with Task 1 for this project within 15 business days of receipt of signed authorization to proceed. A map and shapefiles of the results from Task 1 can be provided within 5 business days of the completion of ecological field work. The summary ecological report can be provided within 6 weeks of the completion of the ecological field investigation.

Estimated Fees

L&A proposes to complete the tasks outlined in this proposal for the fixed lump sum fees presented below. These estimates include all labor, equipment, and materials necessary to perform the scope of work. Please note that if federal funding administered through ODOT is utilized for the project, a separate fee proposal would be prepared for environmental tasks associated with ODOT's NEPA process for environmental clearance.

Task		Fee
Task 1	Ecological Survey/Wetland Delineation	\$4,525.00

Closure

One signed copy of this proposal will serve as our authorization to proceed. Exhibit A – General Conditions, attached hereto as and incorporated herein by reference, are a part of this proposal. The

proposal cost estimate is effective for a period of sixty (60) days. If there are any questions, please contact Mr. Jason Earley or Ms. Susan Daniels at (614) 481-8600.

Respectfully,



Jason M. Earley
Practice Leader, Ecological Services



Susan S. Daniels, PE, AICP
Principal, Director of NEPA/Planning Services

Approved by:
For Tetra Tech
Title and Printed Name
Date

Exhibit A

GENERAL CONDITIONS for Tetra Tech

Consulting Services for Ecological Survey/Wetland Delineation West Boundary MUP, City of Perrysburg, Ohio

These General Conditions are a part of each agreement between Lawhon & Associates, Inc. (L&A) and its client for the performance of consulting services. In these General Conditions, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

1.1 Services by L&A

- a. **Scope of Services;** Standard of Care. L&A will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, L&A will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. L & A will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by L&A.
- b. **Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by L&A will represent its best judgment based on its experience and available information. However, Client recognizes that L&A has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, L&A does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by L&A.
- c. **Hazardous Materials.** L&A's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where L&A is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to L&A in writing shall entitle L&A to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- d. **Other Contractors.** L&A shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. L&A's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. L&A shall not be liable for the failure of Client's contractors or others to

fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend L&A against any claims arising out of such failures.

- e. **Health and Safety.** L&A shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. L&A shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or death arising out of such conditions or deficiencies or the actions or failure to act of others, regardless of whether L&A is claimed or deemed to have been negligent in connection therewith. So as not to discourage L&A from voluntarily addressing health or safety issues while at Client's site, in the event L&A does address such issues by making observations, reports, suggestions or otherwise, L&A shall nevertheless have no liability or responsibility arising on account thereof, and Client's indemnity set forth above shall apply to any claims arising therefrom.
- f. **Litigation Support.** L&A will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event L&A is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse L&A for its costs and compensate L&A at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.
- g. **Confidential Information.** Although L&A generally will not disclose without Client's consent information provided by Client or developed by L&A in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in L&A's possession, or is obtained from third parties), L&A shall not be liable for disclosing such information if, in good faith, it believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. L&A shall notify Client (in advance, except in emergency) of any such disclosure.
- h. **No Warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

2.1 Responsibilities of Client

- i. **Client requirements.** Client, without cost to L&A, shall:
 - i. Designate to L&A in writing a person to act as Client's representative with respect to the services.
 - ii. Provide or arrange for access and make all provisions for L&A to enter any site where services are to be performed.
 - iii. Furnish L&A with all available information pertinent to the services.
 - iv. Furnish L&A with all relevant information about site conditions and with topographic, property, boundary and right-of way surveys, as needed.

- v. Furnish L&A with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
- vi. Notify L&A promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide L&A with any available documents describing the nature, location and extent of such materials, contamination or conditions.
- vii. Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices L&A has expressly agreed in writing to give.
- viii. Inform the Owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.
- j. **Hazards.** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to L&A in writing.
- k. **Confidentiality.** Client acknowledges that any technical or pricing information contained in this Agreement or provided by L&A is confidential and proprietary to L&A and agrees not to disclose it or otherwise make it available to others without L&A's express written consent.
- l. **Documents.** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by L&A are instruments of L&A's services and shall remain L&A's property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to L&A, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without L&A's express written consent.

3.0 Changes; Delays; Excused Performance

- m. **Changes.** Unless this Agreement expressly provides otherwise, L&A's proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside L&A's reasonable control (including changes of law) may develop which would require L&A to expend additional costs, effort or time to complete the services, in which case L&A will notify Client and an equitable adjustment will be made to L&A's compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, L&A shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- n. **Force Majeure.** L&A shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority

timely to review or to approve the services or to grant permits or approvals, or any other cause beyond L&A's reasonable control, and L&A's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

4.0 Compensation

- o. **Rates.** Unless otherwise agreed in writing, L&A shall be compensated for its services at its standard rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the services.
- p. **Invoices.** L&A may invoice Client on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month or, if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify L&A in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
- q. **Suspension, etc.** If payment is not received within 45 days of the invoice date, L&A may upon 7 days' notice suspend or terminate the services and receive compensation for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- r. **Collection.** Client shall reimburse L&A for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which L&A obtains a judgment in its favor.
- s. **Taxes, etc.** Unless expressly agreed in writing, L&A's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse L&A for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide L&A with a valid exemption certificate.

5.0 Insurance; Dispute Resolution; Allocation of Risk

- t. **Insurance.** L&A will maintain Workers' Compensation insurance as required by law; employers' liability, comprehensive general liability and automobile liability insurance each with coverage of at least \$1 million per occurrence; and, professional liability insurance with coverage of at least \$1 million per claim; and upon request will furnish insurance certificates to Client. L&A will purchase additional insurance if requested by Client, provided the insurance is reasonably available from carriers acceptable to L&A and Client reimburses L&A for its cost.
- u. **Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiations or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations; and, L&A may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

- v. **Indemnification.** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client agrees to indemnify, hold harmless and defend L&A from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which L&A may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") based on or arising in whole or in part out of L&A's performance under this Agreement or out of Client's violation of law or breach of this Agreement; provided, however, that Client shall not be obligated to indemnify L&A to the extent such damages are caused directly by L&A's negligence or willful misconduct.
- w. **Indemnification regarding Hazardous Materials.** Client acknowledges that L&A does not have any responsibility for preexisting Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that L&A's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for the same consideration and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including Damages such as costs of response or remediation arising out of the application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability or Damages arising out of L&A's negligence; provided, however, that Client shall not be required to indemnify, hold harmless or defend L&A to the extent such Damages are caused directly by L&A's gross negligence or willful misconduct.
- x. **Limitation of Liability.** L&A's aggregate liability for all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to \$100,000 or the total compensation received by L&A from Client under this Agreement, whichever is greater. In no event shall L&A be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if L&A has been advised of the possibility of such damages.
- y. **Employee Injury.** Client agrees not to implead or to bring an action against L&A based on any claim of personal injury or death occurring in the course or scope of the injured or deceased person's employment with L&A and related to the services performed under this Agreement.
- z. **Defense.** Any defense of L&A required to be provided by Client under this Agreement shall be with counsel selected by L&A and reasonably acceptable to Client.

6.0 Miscellaneous Provisions

- aa. **Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged telefax.

bb. **Assignment, etc.** Neither Client nor L&A shall assign or transfer any rights or obligations under this Agreement, except that L&A may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and L&A, without the express written consent of both parties. The relationship between Client and L&A is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.

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

dd. **Headings.** The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

Entire agreement, etc. The written document, of which these General Conditions are a part, is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the other writings shall take precedence.

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability – \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in

dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund

they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries 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 Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Bridgette Kabat, City Administrator

RE: Resolution 104-2022

DATE: December 5, 2022



Subject Matter/Background

A Resolution authorizing the purchase of a John Deere tractor for the Department of Public Service. This tractor will have a heavy-duty two-stage snow blower attachment for clearing snow from over 7 miles of city sidewalks during the winter months. This unit can also be converted into a mower. The current unit is over 26 years old and is no longer reliable.

This will be purchased off of state contract Ohio STS Index #STS515 AG MACH 800750 at a cost of \$44,594.76.

Financial Review

This vehicle is in the 2022 budget line item 4403-81919-55999.

Legal Review

Recommendation

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

RESOLUTION 104-2022

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH JOHN DEERE & CO. IN AN AMOUNT NOT TO EXCEED
FORTY-FOUR THOUSAND FIVE HUNDRED NINETY-FOUR
DOLLARS SEVENTY-SIX CENTS (\$44,594.74) FOR THE
PURCHASE OF A JOHN DEERE TRACTOR FOR THE
DEPARTMENT OF PUBLIC SERVICE; AND DECLARING AN
EMERGENCY

WHEREAS, the Public Service Department is in need of a new tractor and snow blower to clear approximately seven miles of city sidewalks to replace the current twenty-six year old piece of equipment that is no longer dependable; and

WHEREAS, the city would purchase this piece of equipment through state purchasing contract Ohio STS Index #STS515 AG MACH 800750

WHEREAS, this purchase is in the 2022 budget; 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 enter into a Purchase Agreement with John Deere & Co. for the purchase of a John Deere Tractor for an amount not to exceed Forty-Four Thousand Five Hundred Ninety-Four Dollars Seventy-Six Cents (\$44,594.76) 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, 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: _____



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
 - ☐ Signature on all LOIs and POs with a signature line
 - ☐ Contract name or number; or JD Quote ID
 - ☐ Sold to street address (no PO box)
 - ☐ Ship to street address (no PO box)
 - ☐ Bill to contact name and phone number
 - ☐ Bill to address
 - ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
 - ☐ Membership number if required by the contract

For any questions, please contact:

Robert Hessler III

Ag-Pro Companies
1220 Ford Street
Maumee, OH 43537

Tel: 419-893-1199

Fax: 419-893-8313

Email: rhessler@agproco.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
1220 Ford Street
Maumee, OH 43537
419-893-1199
WMaumeeGM@agproco.com

Quote Summary

Prepared For:

CITY OF PERRYSBURG STREETS & PARKS
201 W INDIANA AVE
PERRYSBURG, OH 43551
Business: 419-872-8020

Delivering Dealer:

Ag-Pro Companies
Robert Hessler Iii
1220 Ford Street
Maumee, OH 43537
Phone: 419-893-1199
rhessler@agproco.com

Quote ID: 27733326

Created On: 03 November 2022

Last Modified On: 03 November 2022

Expiration Date: 03 December 2022

Equipment Summary

Selling Price

Qty

Extended

JOHN DEERE 1575 TerrainCut™
with ComfortCab Commercial Front
Mower (Less Mower Deck)

\$ 39,864.15 X

1 =

\$ 39,864.15

Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22)

Price Effective Date: January 8, 2021

JOHN DEERE 47 In. Heavy-Duty
Two-Stage Snow Blower

\$ 4,730.61 X

1 =

\$ 4,730.61

Contract: OH STS515 AG Mach, Mowers, Tractors 800750 (PG 6G CG 22)

Price Effective Date: January 8, 2021

Equipment Total

\$ 44,594.76

* Includes Fees and Non-contract items

Quote Summary

Equipment Total

\$ 44,594.76

Trade In

SubTotal

\$ 44,594.76

Est. Service

\$ 0.00

Agreement Tax

Total

\$ 44,594.76

Down Payment

(0.00)

Rental Applied

(0.00)

Balance Due

\$ 44,594.76

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Ag-Pro Companies
1220 Ford Street
Maumee, OH 43537
419-893-1199
WMaumeeGM@agproco.com

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 27733326

Customer Name: CITY OF PERRYSBURG STREETS & PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Ag-Pro Companies
1220 Ford Street
Maumee, OH 43537
419-893-1199
WMaumeeGM@agproco.com

JOHN DEERE 1575 TerrainCut™ with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
(PG 6G CG 22)

Selling Price *
\$ 39,864.15

Price Effective Date: January 8, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2449TC	1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 50,749.00	22.25	\$ 11,291.65	\$ 39,457.35	\$ 39,457.35
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.25	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BUC10893	Drive Tire Fender Kit	1	\$ 227.91	22.25	\$ 50.71	\$ 177.20	\$ 177.20
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$ 117.70	22.25	\$ 26.19	\$ 91.51	\$ 91.51
BTC10673	Reverse Alarm Kit (Back-up alarm)	1	\$ 177.61	22.25	\$ 39.52	\$ 138.09	\$ 138.09
Dealer Attachments Total			\$ 523.22		\$ 116.42	\$ 406.80	\$ 406.80
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 51,272.22		\$ 11,408.07	\$ 39,864.15	\$ 39,864.15

JOHN DEERE 47 In. Heavy-Duty Two-Stage Snow Blower

**JOHN DEERE**

Selling Equipment

Quote Id: 27733326

Customer Name: CITY OF PERRYSBURG STREETS & PARKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro Companies
 1220 Ford Street
 Maumee, OH 43537
 419-893-1199
 WMaumeeGM@agproco.com

Equipment Notes:

Hours:

Stock Number:

Contract: OH STS515 AG Mach, Mowers, Tractors 800750
 (PG 6G CG 22)

Price Effective Date: January 8, 2021

Selling Price *

\$ 4,730.61

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0370TC	47 In. Heavy-Duty Two-Stage Snow Blower	1	\$ 4,622.00	22.25	\$ 1,028.40	\$ 3,593.60	\$ 3,593.60
Standard Options - Per Unit							
1000	Lift Arms, Drive Shaft and Hardware	1	\$ 478.00	22.25	\$ 106.36	\$ 371.64	\$ 371.64
Standard Options Total			\$ 478.00		\$ 106.36	\$ 371.64	\$ 371.64
Dealer Attachments/Non-Contract/Open Market							
BTC10530	Single-Spool Auxiliary Hydraulic Kit	1	\$ 984.40	22.25	\$ 219.03	\$ 765.37	\$ 765.37
Dealer Attachments Total			\$ 984.40		\$ 219.03	\$ 765.37	\$ 765.37
Total Selling Price			\$ 6,084.40		\$ 1,353.79	\$ 4,730.61	\$ 4,730.61

[Home](#) > [Mowers](#) > [Commercial Mowers](#) > [Front Mowers](#)
> [1575 TerrainCut™ Front Mower](#)



1575

TerrainCut™ Front Mower

★★★★★ (0) [Write a review](#)

- 7-Iron™ PRO Side Discharge or Fastback™ Rear Discharge Deck
- Diesel Engine
- Integrated ComfortCab
- Compatible with select front blade, snow blower and broom attachments

Build Your Own

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ROB ROSS DEPARTMENT OF PUBLIC SERVICE

11980 Roachton Road | Perrysburg, OH 43551 | Office 419 872 8020 | www.ci.perrysburg.oh.us

Department of Public Service

Request Permission to Purchase:

- 1) John Deere 1575 Terrain Cut Tractor unit with cab.

Contractor: Deere & Company
2000 John Deere Run
Cary, NC 27513

Account #~~4403-71541-55299~~

4403-81919-55999

Ohio STS Index #STS515 AG MACH 800750

Budget \$40,000

Quote \$44,594.76

Explanation:

We would like to purchase a new John Deere heavy duty snow blower to replace our 1997 (26 yr. old) snow blower. We use this piece of equipment to service over seven miles of city sidewalk. It is a four wheel drive, heated cab unit that can also be converted into a mower. The current unit is no longer dependable and beyond its life cycle of 15 years.