

Public Hearing 6:15 PM: Rezoning Request



CITY OF PERRYSBURG
CITY COUNCIL
AGENDA

April 4, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of March 21, 2023
5. Special Reports
6. Letters, Communications, and Citizens Communications
7. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
8. President of Council Report
9. Committee Reports

a. Finance & Economic Development

Resolution# 29-2023

STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE
OHIO GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT
FUND TO PRE-RECESSION LEVELS

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

b. Safety

Resolution# 41-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH PERRYSBURG AUTOMALL IN AN AMOUNT NOT TO EXCEED
THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND
FIFTY CENTS (\$36,861.50) FOR THE PURCHASE OF A 2023 GMC ACADIA
VEHICLE FOR THE DIVISION OF POLICE; AND DECLARING AN
EMERGENCY

Recommendation to Suspend the Rules,

***Waive the Three Readings, and
Pass as an Emergency Measure***

Resolution# 42-2023

A RESOLUTION DECLARING CERTAIN PERSONAL PROTECTIVE EQUIPMENT NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE AND DECLARING AN EMERGENCY

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

Resolution# 43-2023

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO "OPT IN" TO NATIONAL OPIOID SETTLEMENTS TO RESOLVE OPIOID LITIGATION AGAINST TEVA, ALLERGAN, CVS, WALGREENS AND WALMART AND TO COMPLETE PARTICIPATION FORMS FOR EACH SETTLEMENT; AND DECLARING AN EMERGENCY

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

Resolution# 44-2023

A RESOLUTION URGING THE LEGISLATIVE BRANCHES OF THE FEDERAL GOVERNMENT AS WELL AS THE STATE OF OHIO TO ENACT LEGISLATION TO FURTHER PROTECT THE CITIZENS OF THE CITY OF PERRYSBURG, OHIO FROM THE INHERENT DANGERS OF A TRAIN DERAILMENT ON THE TRACKS LOCATED IN OUR CITY; AND DECLARING AN EMERGENCY

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

c. Recreation

d. Planning & Zoning

e. Personnel

Resolution# 45-2023

A RESOLUTION AUTHORIZING EQUITY ADJUSTMENT SALARY INCREASE FOR CERTAIN CITY OF PERRYSBURG'S NON-BARGAINING UNIT EMPLOYEE AND DECLARING AN EMERGENCY

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

Ordinance# 4-2023

AMENDING CODIFIED ORDINANCE 267.01-2 OF THE CITY OF PERRYSBURG PERSONNEL CODE PREVIOUSLY AMENDED BY ORDINANCE 38-2019 ON SEPTEMBER 3, 2019, AND DECLARING AN

EMERGENCY

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

Ordinance# 12-2023

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE
266.15-2

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

f. Public Utilities

Resolution# 34-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MURPHY TRACTOR & EQUIPMENT COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS (\$172,157.00) FOR THE PURCHASE OF ONE (1) JOHN DEERE 344L COMPACT WHEEL LOADER FOR THE PERRYSBURG WATER POLLUTION CONTROL DIVISION AND DECLARING AN EMERGENCY

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

Resolution# 36-2023

A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER ONE TO THE DESIGN AGREEMENT FOR THE 2021 WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$23,400.00) FOR ADDITIONAL DESIGN AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 37-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CLARKE IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS AND FIFTY CENTS (\$39,814.50) FOR THE PURCHASE OF MOSQUITO SPRAY FOR THE PERRYSBURG PUBLIC SERVICE DEPARTMENT AND DECLARING AN EMERGENCY

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

Resolution# 38-2023

AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PERRYSBURG AND PERRYSBURG TOWNSHIP FOR THE RESURFACING OF LAKE VUE DRIVE IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$49,644.00) AND DECLARING AN EMERGENCY

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

Resolution# 39-2023

AUTHORIZING AN AGREEMENT WITH THE EDGE GROUP FOR PROFESSIONAL SERVICES TO CREATE A SCHEMATIC DESIGN OF PROPOSED IMPROVEMENTS FOR THE DOWNTOWN STREETSCAPE PROJECT IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND DOLLARS (\$87,000.00) AND DECLARING AN EMERGENCY

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

Resolution# 30-2023

A RESOLUTION DECLARING ONE 2008 STERLING ACTERRA DUMP TRUCK CURRENTLY USED IN THE DEPARTMENT OF PUBLIC SERVICE NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

Resolution# 40-2023

A RESOLUTION DECLARING ONE 2003 FORD CROWN VICTORIA AND ONE 2006 FORD EXPEDITION CURRENTLY USED IN THE ENGINEERING DIVISION NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

Ordinance# 8-2023

AMENDING THE CITY OF PERRYSBURG ADMINISTRATIVE CODE, CHAPTER 252, DEPARTMENT OF FINANCE

3rd Reading, vote requested

10. Other Business

11. Adjournment

RESOLUTION 29-2023

STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE OHIO GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT FUND TO PRE-RECESSION LEVELS

WHEREAS, the Local Government Fund was reduced in 2011 by 50% during Gov. Kasich's Administration from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and

WHEREAS, past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and

WHEREAS, the Local Government Fund reduction has resulted in a loss of revenue in excess of \$4,000,000 since 2011 for the City of Perrysburg; and

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services; and

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well.

WHEREAS, a reinvestment in the Local Government Fund would aid the state in its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden.

NOW, THEREFORE, BE IT RESOLVED by the (Council, Commission) of the (insert municipality name here), Ohio that:

Section 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels, ensuring that local communities are able to provide crucial services and improvements in infrastructure and public safety.

Section 2. This Council does hereby declare its opposition to any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

CALL TO ACTION: Local Government Fund

The Ohio Municipal League <info+omloho.org@ccsend.com>

Tue 2/21/2023 10:21 AM

To: Amber Rathburn <arathburn@ci.perrysburg.oh.us>

This e-mail message and any attachments are intended solely for members of The Ohio Municipal League. This email should only be forwarded to, distributed to, or copied for OML-member municipalities.

CALL TO ACTION

February 21, 2022

Legislators Need to Hear from You on the Local Government Fund

The Ohio House of Representatives is currently considering House Bill 33, the FY 2024-2025 State Operating Budget, and it will soon go to the Senate. In Governor DeWine's proposed budget, the Local Government Fund (LGF) – one of the central pillars of the state and local partnership that provides funding for municipalities to use on current operating expenses – is proposed to be slightly increased. But more can be done, and your community's state representative and state senator need to hear from you.

Call to Action

We have two actions we are asking your community to take:

- **Contact your community's representative and senator to share about the importance of the Local Government Fund** -- including how you use the funding, actions your community took as a result of past LGF or other cuts to local government, the inflationary increases you are facing, and how your community would likely use increased LGF funding. OML has been visiting with legislators, and they are eager to hear specifics from within their districts. Several believe that the communities in their district do not need an increase -- especially as a result of recent COVID-recovery funding. Yet many conversations are happening within the Legislature -- including the possibility of a further LGF increase -- and emphasizing the importance of full LGF restoration can go a long way in providing your community with ongoing, flexible funding.
- **Have your council pass a resolution in support of full restoration of the Local Government Fund.** Not only does this highlight your

community's position on the issue, but it also influences legislators and often brings media attention to highlight the significance of the fund toward local programs and services. A sample resolution is available [here](#).

Background

The current LGF provides for 1.66% of the state's General Revenue Fund to go to municipalities, townships, counties, and a few special districts. This current percentage was established during the state's projected fiscal crisis a decade ago to fill a perceived \$8 billion biennial budget gap, and it replaced the previous level of 3.68%. Since then, it has been a top priority of OML to have the LGF fully restored.

In light of the robust financial position of the state (based on state revenues and a historically high rainy day fund), now is the time for the state to reinvest in local governments.

Keep OML in the Loop

Feel free to share any information you pass along to your legislators with the OML team. We would especially love to hear from you on the conversations and interactions you have with your legislators so that we can keep track of where they stand on the issue.

Reach out to OML if we can be of any assistance to you.

The Ohio Municipal League | omloho.org



The Ohio Municipal League | 175 S. Third Street, Suite 510, Columbus, OH 43215

[Unsubscribe arathburn@ci.perrysburg.oh.us](mailto:arathburn@ci.perrysburg.oh.us)

[Update Profile](#) | [Constant Contact Data Notice](#)

Sent by info@omloho.org powered by



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RESOLUTION 41-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH PERRYSBURG AUTOMALL IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS AND FIFTY CENTS (\$36,861.50) FOR THE PURCHASE OF A 2023 GMC ACADIA VEHICLE FOR THE DIVISION OF POLICE; AND DECLARING AN EMERGENCY

WHEREAS, the Division of Police is in need of a new vehicle to replace a vehicle for the Detective Bureau; and,

WHEREAS, the price for the 2023 GMC Acadia is Thirty-six Thousand Eight Hundred Sixty-One Dollars and Fifty Cents (\$36,861.50); and

WHEREAS, this purchase is in the 2023 budget; and,

WHEREAS, this legislation went before the Safety Committee on March 28, 2023 and was approved 3-0 for advancement to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Perrysburg Automall, Perrysburg for the purchase of a 2023 GMC Acadia for Thirty-Six Thousand Eight Hundred Sixty-One Dollars and Fifty Cents (\$36,861.50) as outlined in the quotes attached hereto and incorporated herein as Exhibit A.

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

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

Res 41-2023

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

RETAIL BUYERS ORDER

PERRYSBURG AUTOMALL

Buick • GMC • Volkswagen • Volvo

26875 Dixie Highway
PERRYSBURG, OH 43551
(419) 874-4331

STOCK NO.	P23-8003
DEAL NO.	

PURCHASER'S NAME City Of Perrysburg DATE 03/21/2023
STREET ADDRESS 201 W Indiana Ave PHONE (419) 872-8050
CITY Perrysburg COUNTY Wood STATE OH ZIP 435511525 SALESPERSON Justin Miller

ENTER MY ORDER FOR ONE ☒ NEW ☐ USED ☒ CAR ☐ TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL VEHICLE		AS FOLLOWS:	
YEAR 2023	MAKE GMC	MODEL Acadia	BODY TYPE Sport Utility
COLOR Summit White		TRIM SLE	
VIN # <u>1GKKKNL45PZ171633</u>		TO BE DELIVERED ON OR ABOUT <u>IN-STOCK</u>	
STOCK NO. <u>P23-8003</u>			
REMARKS:		CASH PRICE OF VEHICLE	\$41,365.00
		EMPLOYEE/SUPPLIER PRICE	
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 ☐ IS NOT refundable, subject to the conditions on the reverse side and the following: _____		NEGATIVE EQUITY: I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that the cash price of the vehicle be increased by \$ _____ to cover negative equity from my trade-in/the amount owed on my lease turn-in. X _____	
		ADDITIONAL EQUIPMENT	
		TOTAL SALES PRICE	
		CUSTOMER INITIALS	
		DOCUMENTARY FEES	\$250.00
TRADE-IN AND OTHER CREDITS		SELLING PRICE	\$41,615
TRADE-IN ALLOWANCE		X % = SALES TAX	EXEMPT
BALANCE OWED ON TRADE		TAXABLE TOTAL	
BALANCE OWED TO		COUNTY	WOOD
NET EQUITY		ODOMETER MILEAGE STATEMENT THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS _____ MILES/KLM AND IS ACCURATE UNLESS CHECKED BELOW ☐ ODOMETER MILEAGE IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.	TITLE & FILING FEES \$46.50
DEPOSIT		OTHER	
CASH ON DELIVERY		REBATES	\$4,800.00
OTHER		TOTAL	\$41,661.50
TOTAL CREDIT		TOTAL CREDIT	\$4,800
TRADE-IN STOCK NO.	YEAR MAKE MODEL	BALANCE DUE	\$36,861.50
BODY TYPE	VIN MILEAGE		

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES, IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY A DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATES HEREIN BY REFERENCE) AND ANY SALE HERE UNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

CONTRACTUAL DISCLOSURE STATEMENT (USED CAR ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized, I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X _____ DATE 03/21/2023
X _____ DATE 03/21/2023

RETAIL BUYER'S ORDER



1999 H Main
Bowling Green, Ohio 43402
(419) 353-5151
www.crownbuickgmc.com

STOCK NO	PJ3-8003
DEAL NO	

PURCHASER'S NAME CITY OF Perrysburg DATE 3-21-2023
STREET ADDRESS 201 W INDIANA AVE PHONE 419-872-8050
CITY Perrysburg COUNTY WOOD STATE OH ZIP 43551 SALESPERSON HOUSE

ENTER MY ORDER FOR ONE ☒ NEW ☐ USED ☐ CAR ☐ TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL VEHICLE AS FOLLOWS:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
2023	GMC	ACADIA	SUV	WHITE	SLT FWD
VIN	2GKKVKL4SP2171633		TO BE DELIVERED ON OR ABOUT		STOCK NO. PJ3-8003
PRICE OF VEHICLE			\$40331		
OTHER GOODS & SERVICES					
DOCUMENTARY FEE			250		
TAXABLE PRICE			40581		
LESS TRADE-IN ALLOWANCE(S)					
TAX BASE \$					
SALES TAX %			2.85%		
TITLE FEE					
REGISTRATION FEE			46.50		
CREDIT LIFE AND DISABILITY					
PLUS: PAYOFF ON TRADE VEHICLE(S)					
TOTAL DUE			\$40627.50		
LESS INITIAL PAYMENT/CASH DOWN					
LESS REBATE/FACTORY INCENTIVE			750		
OTHER					
BALANCE DUE			\$39,877.50		
REMARKS					

ODOMETER MILEAGE STATEMENT
THE ODOMETER OF THE PURCHASED 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.

TRADE-IN RECORD 1
YEAR MAKE MODEL TYPE
VIN # MILEAGE

PAYOFF \$ Trade In Allowance

TRADE-IN RECORD 2
YEAR MAKE MODEL TYPE
VIN # MILEAGE

PAYOFF \$ Trade In Allowance

NEGATIVE EQUITY DISCLOSURE & CONSENT:
I am aware that the balance owed on my trade-in vehicle(s) or the amount
owed on my lease turn in vehicle(s) exceeds the trade in allowance(s)
from the dealer. As a result, I have requested that the "Total Due" be
increased by the difference, \$ (known as negative equity).

INITIALS: _____

☐ SEE VEHICLE DELIVERY REPORT ATTACHED

☐ SEE USED VEHICLE LIMITED WARRANTY ATTACHED

☐ LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot
Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is
conditioned on final approval of financing by, or assignment of the Retail
Installment Sale Contract to a lender. If final financing approval is not obtained
and/or the Contract cannot be assigned, you or the Dealership may cancel the
Contract in accordance with this Agreement, the Spot Delivery Agreement-
Limited Right to Cancel, and the Retail Installment Sale Contract. SEE
ATTACHED DOCUMENT FOR IMPORTANT DETAILS

☐ DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of
\$ as a deposit or 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:

☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions on the reverse side
and the following:

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH
MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES
PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY
DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A
PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER
NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE
VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A
SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF
THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY
FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS
TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE
OF OHIO.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION
ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN
EL FORMULARIO O DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO
TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire
agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.
I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature.
I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND
ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X _____ DATE _____

CO-BUYER SIGNS X _____ DATE _____
Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)

X _____ DATE _____

RESOLUTION 42-2023

A RESOLUTION DECLARING CERTAIN PERSONAL PROTECTIVE EQUIPMENT NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE AND DECLARING AN EMERGENCY

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

WHEREAS, the city is no longer in need of certain personal protective equipment used previously by the Fire Division; and,

WHEREAS, these items will be donated to Africa Fire Mission; and,

WHEREAS, this legislation went before the Safety Committee on March 28, 2023 and was approved 3-0 for advancement to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the donation of the personal protective equipment no longer deemed necessary for public use.

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

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

Res 42-2023

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____



AFRICA FIRE MISSION

March 2023

Perrysburg Fire Division
26100 Fort Meigs
Perrysburg, OH 43551

Dear Partners in Fire and Life Safety:

On behalf of Africa Fire Mission and fire services across Africa, thank you for willingness to donate used personal protective equipment to our organization. Your gift will help ensure that every firefighter in Africa has quality personal protective equipment to wear as they carry out their duties. Currently most firefighters in Africa lack any personal protective equipment and are fighting fires in just street clothes. This donation will allow these dedicated firefighters to better serve their communities and help those in need of emergency assistance.

Africa Fire Mission is a 501 (c)(3) nonprofit organization based in Cincinnati, OH (EIN 46-2750842) that provides training and personal protective equipment to under resourced fire departments across Africa and other developing countries. Donations made to Africa Fire Mission will be transported to our storage facility, inventoried, prepared for shipment and then shipped and delivered to under resourced fire brigades in developing countries. Most shipments are sent via sea freight shipping containers and transport 600-800 sets of personal protective equipment at a time. None of the donated equipment will be donated to or used by fire departments in the United States or other developed nations and no liability; expressed or implied, is attached to this donation. Equipment collected by Africa Fire Mission is not resold by Africa Fire Mission and the recipients also sign an agreement with Africa Fire Mission agreeing to not resell the donated equipment.

Thank you so very much for your generosity and your willingness to ensure that firefighters in Africa have the tools they need to protect themselves and better serve their communities. Should you have any further questions, please do not hesitate to contact me at your convenience.

Sincerely,

Nancy L. Moore
Executive Director
nancy@afريقafiremission.org
513.620.4236

Here are some other ways to get involved with our mission. 1) Cash donations are always needed to get equipment to Africa. It costs Africa Fire Mission approximately \$20,000-\$30,000 to ship each container. We'd be happy to share more with you about making cash donations or our sponsorship program. 2) Join a Mission: Africa Fire Mission sends trainers to Africa to train, support, encourage, and empower firefighters and their leadership. You can join us in Africa to make a difference.

www.AfricaFireMission.org



AFRICA FIRE MISSION

Equipment Donation Information

We ship fire equipment to areas where we are working in the world. We accept personal protective equipment in **clean and serviceable condition**. We seek to serve our fellow firefighters with quality equipment. Please consider the firefighters you will be impacting when making your donation of **clean and serviceable** equipment.

Receiving Equipment:

Please make arrangements with us to **ship* or bring approved items to our storage facility** in Cincinnati, Ohio. We do not have regular hours at these locations. We will arrange for one of our staff or volunteers to meet at the storage facility to receive the equipment. (*If shipping a large amount of equipment, please notify the shipping company that we do not have a loading dock or fork lift on site. Large loads will need to be delivered on a truck with a lift gate).

Please contact equipment@afircafiremission.org for donations to schedule a time. If you can we would appreciate if you'd help us pack up the equipment when you deliver it – it won't take too long and will really help us out. (no need to box/pack ahead of delivery – we have specific packing procedures we follow). Please fill out the following online form to help us know the inventory of what equipment you have to donate:

<https://www.afircafiremission.org/equipment-donation>

AFM asks that personal protective equipment be **cleaned prior to donation** and be in serviceable, gently used or new condition. We request that boots and gloves be cleaned and **matched** prior to donation.

Accepted Items:

- Bunker Coats <15 years old from date of manufacture, sizes smaller than 54in chest
- Bunker Pants <15 years old from date of manufacture, sizes smaller than 46in waist.
- Firefighting Gloves - matched pairs, serviceable condition
- Rescue/Extrication Gloves - matched pairs, serviceable condition
- Boots - matched pairs, serviceable condition
- Helmets, serviceable condition
- Hoods, serviceable condition
- Eye Protection, serviceable condition
- Class A Uniforms (chest smaller than 54in, waist smaller than 46in)
- Class C Uniforms (chest smaller than 54in, waist smaller than 46in, 2x or smaller)
- Station Shoes - matched pairs, serviceable condition
- Safety Vests - 2x or smaller
- Flashlights - new or gently used, serviceable condition
- Hand Tools
- Training materials: Books (current edition or most recent previous edition).
- Consult with AFM's executive director or director of programs for other donated items

Items we do not accept:

- **Dirty or well-worn** bunker coats, pants, gloves, boots, helmets, hoods
- SCBA's (contact Brothers Helping Brothers - <https://www.brothershelpingbrothers.org>)
- Haz Mat PPE
- Radios
- Hose
- Ladders
- Magazines; Outdated books; DVD, VHS and cassette materials
- Medical Equipment & Supplies (contact our partner at FAME to donate: <https://www.fameworld.org>)

www.AfricaFireMission.org



AFRICA FIRE MISSION

Introduction to Africa Fire Mission

Africa Fire Mission is a US based 501(c)(3) non-profit, holistic organization that serves communities, fire departments and mission organizations across Africa. Africa Fire Mission was founded in 2012 by Chief David Moore following a trip to Nairobi, Kenya. Upon learning that the city of nearly 5 million people had only 2 fire engines and 150 firefighters Chief Moore decided to help improve the public safety services available in Africa. He founded Africa Fire Mission to ensure that the fire services that exist in Africa are able to provide better protection for their citizens, their firefighters and to ensure they are able to provide effective disaster relief. We partner with schools, governments, NGO's, missionaries and corporations to provide education and training to firefighters and local communities. Additionally, we work to create new fire services where none previously existed to increase the ability of the community to respond to disasters and provide relief when disasters occur. We provide training and fire safety assessments to schools ensuring the students are able to learn in an environment safe from fires. Using Community Health Education, we are able to teach community members to protect themselves from the dangers of fire. We provide personal protective equipment and communication tools to fire services throughout Africa to allow fire departments to operate in a safer and more coordinated manner. Africa Fire Mission strives to build the capacity of fire services so that local communities are able to provide sustainable public safety and disaster management services.



Created with mapchart.net

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Tom Granata Fire Division

Date:

Please mark one:

☒ I have determined the following described City property, which was purchased through the General Fund is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☒ \$0-\$999

☐ \$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Fire Turnout Gear including Bunker Coats, Bunker pants and helmets

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year:

Make:

Model:

Vehicle #:

Color:

VIN:

Mileage:

I recommend the following method of disposition (please check one of four options):

☐ Sell → Employee Name - Point of Contact for Auction Listing: _____

☐ Destroy

☐ Scrap

☒ Other Donate To African Fire Missions organization _____

Approved: _____

Mayor

Date

Director of Finance

Date

RESOLUTION 43-2023

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO "OPT IN" TO NATIONAL OPIOID SETTLEMENTS TO RESOLVE OPIOID LITIGATION AGAINST TEVA, ALLERGAN, CVS, WALGREENS AND WALMART AND TO COMPLETE PARTICIPATION FORMS FOR EACH SETTLEMENT; AND DECLARING AN EMERGENCY

WHEREAS, on April 19, 2022, Council adopted Resolutions 26-2022 and 27-2022 to adopt the ONEOHIO Memorandum of Understanding to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and,

WHEREAS, National Opioid Settlements have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan and three pharmacies, CVS, Walgreens, and Walmart; and,

WHEREAS, pursuant to Section E. of the MOU, any settlement accepted by the Negotiating Committee shall be subject to approval by Local Governments; and,

WHEREAS, the City of Perrysburg wishes to authorize the Mayor and the Director of Finance to "opt in" to the settlements and complete Participation Forms for each settlement, and,

WHEREAS, this legislation went before the Safety Committee on March 28, 2023 and was approved 3-0 for advancement to City Council.

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

SECTION 1. The Mayor and the Director of Finance are hereby authorized to "opt in" to the National Opioid Settlements with Teva, Allergan, CVS, Walgreens, and Walmart and to complete a required Participation Form for each settlement by April 18, 2023, in accordance with the National Opioid Settlements Executive Summary and Key Dates 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 Resolution were adopted in an open

meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure the continuity of operations for the City of Perrysburg, 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: _____

EXHIBIT A

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years;
and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at **nationalopioidsettlement.com/news** (<https://nationalopioidsettlement.com/news>).

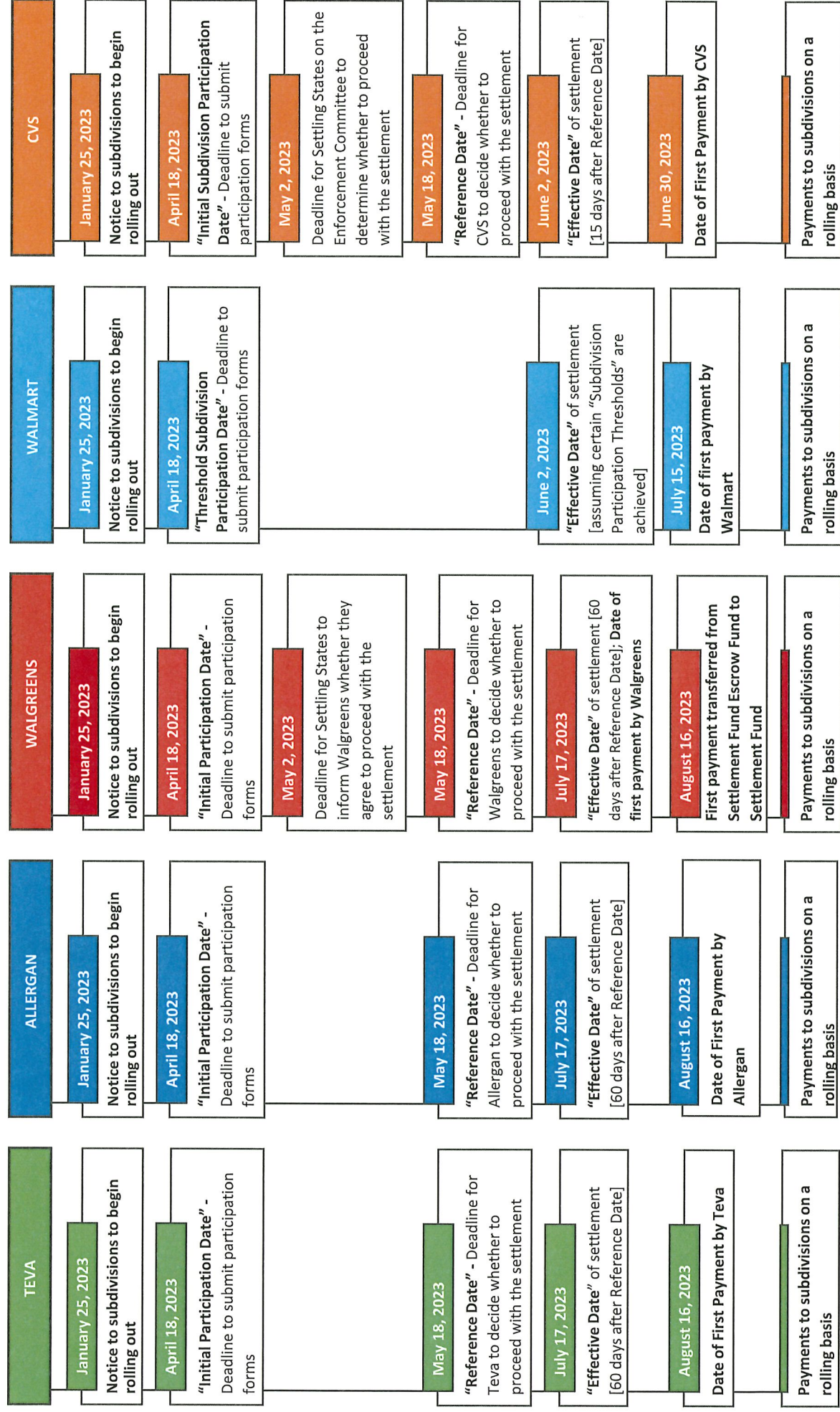
[HOME \(/\)](#) [NEWS \(https://nationalopioidsettlement.com/news/\)](https://nationalopioidsettlement.com/news/)

[RISKS & ASSUMPTIONS \(https://nationalopioidsettlement.com/risks-assumptions/\)](https://nationalopioidsettlement.com/risks-assumptions/)

[MDL ORDERS \(/mdl-orders/\)](/mdl-orders/) [TRIBAL SETTLEMENTS \(https://www.tribalopioidsettlements.com\)](https://www.tribalopioidsettlements.com)

Key Dates

Note: Notice of the 2022 National Opioid Settlements has already been provided to all eligible states, and there has been sufficient state-level participation to proceed to the second phase of these settlements. Key dates for the second phase of these settlements are set forth below.



For informational purposes only. Executed settlement agreements control.

RESOLUTION 44-2023

A RESOLUTION URGING THE LEGISLATIVE BRANCHES OF THE FEDERAL GOVERNMENT AS WELL AS THE STATE OF OHIO TO ENACT LEGISLATION TO FURTHER PROTECT THE CITIZENS OF THE CITY OF PERRYSBURG, OHIO FROM THE INHERENT DANGERS OF A TRAIN DERAILMENT ON THE TRACKS LOCATED IN OUR CITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio has commercial train tracks located throughout the city, and,

WHEREAS, certain train operators operate on our train tracks, twenty-four (24) hours of the day, seven (7) days a week, known commonly as Amtrak, BNSF Railway, Canadian National Railway, CSX Transportation, Kansas City Southern Railway, Norfolk Southern Railway, Union Pacific Railroad as well as other lines, and,

WHEREAS, railway derailments have recently occurred in the State of Ohio and said incidents have caused and will continue to cause significant medical issues to the residents of the communities where the incidents occurred and the incidents caused and will continue to cause serious damage to the infrastructure located at/near the site of the derailments and said incidents have caused and will continue to cause serious damage to the ecosystems at/near the site, and,

WHEREAS, further regulation of train operators operating in the City of Perrysburg, relating to the tracks, rail cars, and employees is needed to provide the citizens throughout the State of Ohio with enhanced protection from injury and damage due to any future train derailments, and,

WHEREAS, this legislation went before the Safety Committee on March 28, 2023 and was approved 3-0 for advancement to City Council.

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

SECTION 1. The Council hereby finds that it is in the best interests of the citizens of Perrysburg to pass a resolution urging the Legislative Branches of the Federal government as well as the State of Ohio to enact legislation to further protect our citizens from the inherent dangers of a train derailment on the tracks located in Perrysburg, Ohio.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open

meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to ensure the continuity of operations for the City of Perrysburg, 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: _____

RESOLUTION 45-2023

A RESOLUTION AUTHORIZING EQUITY ADJUSTMENT SALARY INCREASE FOR CERTAIN CITY OF PERRYSBURG'S NON-BARGAINING UNIT EMPLOYEE AND DECLARING AN EMERGENCY

WHEREAS, an equitable pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to our community and our staff; and,

WHEREAS, The Mayor and City Council have determined that certain City of Perrysburg's non-bargaining unit employees require equity adjustments to their salary; and,

WHEREAS, this legislation went before the Personnel Committee on March 28, 2023 and was approved 2-0 for advancement to City Council.

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

SECTION 1. The Council hereby approves the equity adjustment to salary for the employee listed in Exhibit A, effective April 17, 2023.

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

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

President of Council

Mayor

Res 45-2023

PASSED _____

ATTEST: _____

APPROVED: _____

Exhibit A Resolution# 45-2023

Employee Name	Position	Current Compensation	Proposed Compensation
Thomas Granata	Deputy Fire Chief	\$97,018.06	\$110,000.00

ORDINANCE 4-2023

AMENDING CODIFIED ORDINANCE 267.01-2 OF THE CITY OF PERRYSBURG PERSONNEL CODE PREVIOUSLY AMENDED BY ORDINANCE 38-2019 ON SEPTEMBER 3, 2019, AND DECLARING AN EMERGENCY

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance 267.01-2 creates classifications and wage rates for regular part-time employees outside of collective bargaining agreements; and,

WHEREAS, Codified Ordinance 267.01-2 does not reflect current market rates and after review and discussion, the wage rates and classifications for regular part-time employees making \$28.00 per hour or less shall be determined by the Mayor; and,

WHEREAS, it is appropriate to amend Codified Ordinance 267.01-2 to remove the outdated wage classifications and wage rates and provide that the Mayor shall set the classifications and wage rates for regular part-time employees making \$28.00 per hour or less; and,

WHEREAS, the Personnel Committee considered this legislation at its March 28, 2023 meeting and recommended by a vote of 2-0, advancement to City Council.

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

SECTION 1. Codified Ordinance 267.01-2, which currently reads as follows:

267.01-2 REGULAR PART-TIME EMPLOYEE CLASSIFICATIONS AND WAGE RATES.

Regular Part-Time employees are those employees who typically work less than 80 hours per pay period and who hold a position that requires working a regular schedule of 26 bi-weekly pay periods, or any other comparable consecutive pay periods, which is not limited to a specific season or duration.

The rates of pay for Regular Part-Time employees shall be as set forth below:

<u>JOB CLASSIFICATION</u>	<u>COMPENSATION PER HOUR</u>
General Office Help	\$9.00 to \$11.50
Administrative Assistant for Engineering Division	\$13.50 to \$16.90
Administrative Assistant for Human Resources Office	\$13.50 to \$16.90

Administrative Assistant for Public Service Department	\$13.50 to \$16.90
Recording Secretary	\$10.65 to \$11.90
Prevailing Wage Coordinator	\$12.50 to \$16.90
Clerk for Law Department	\$12.50 to \$16.90
Clerk for Tax Division	\$12.50 to \$16.90
Clerk for Utilities Department	\$12.50 to \$16.90
Fire Division Billing Specialist	\$16.00 to \$20.00
Legal Secretary	\$11.50
Clerk of Council	\$13.00
IT Support Technician	\$14.00
Software Specialist	\$25.00
Victims/Witness Advocate	\$13.50
Part-Time Firefighter	\$14.00 to \$18.00
Construction Inspector	\$20.00 to \$30.00
Safety Coordinator	\$22.00 to \$31.50
Public Information Officer	\$24.00 to \$36.00

Compensation for any range provided for a specific position shall be set by the Mayor. Any other part-time type employees not specifically identified above (including but not limited to Seasonal, Intermittent, Temporary or Interns, as defined by the Ohio Revised Code and Administrative Code) shall have their compensation set by the Mayor.

(Ord. 68-2014. Passed 7-15-14; Ord. 102-2016. Passed 12-6-16; Ord. 77-2018. Passed 6-5-18; Ord. 8-2019. Passed 1-22-19; Ord. 38-2019. Passed 9-3-19.)

Is hereby amended and revised to read:

267.01-2 REGULAR PART-TIME EMPLOYEE CLASSIFICATIONS AND WAGE RATES

Regular Part-Time employees are those employees who typically work less than 80 hours per pay period and who hold a position that requires working a regular schedule of 26 bi-weekly pay periods, or any other comparable consecutive pay periods, which is not limited to a specific season or duration. The classifications and wage rates for Regular Part-Time employees shall be set by the Mayor unless the wage rate is more than \$28.00 per hour. Wage rates more than \$28.00 per hour shall be set by City Council.

Any other part-time type employee, including but not limited to Seasonal, Intermittent, Temporary or Interns as defined by the Ohio Revised Code and Administrative Code, shall have their compensation set by the Mayor unless the

Ord# 4-2023

wage rate is more than \$28.00 per hour. Wage rates more than \$28.00 per hour shall be set by City Council.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

ORDINANCE 12-2023

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE 266.15-2

WHEREAS, the City of Perrysburg has determined it necessary to hire a GIS /Software Technician; and,

WHEREAS, the position of GIS/Software Technician must now be added to the City of Perrysburg Pay Bands as codified in section 266.15-2; and,

WHEREAS, the position of Public Utilities Commissioner has been renamed to Deputy Director of Public Utilities; and,

WHEREAS, the position of Deputy Director of Public Utilities must now be renamed in the City of Perrysburg Pay Bands as codified in section 266.15-2; and,

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

SECTION 1. Codified Ordinance 266.15-2 which currently read as:

Ordinances 266.15-2 which currently reads:

266.15-2 WAGE RANGES FOR EXECUTIVE STAFF, SENIOR ADMINISTRATIVE STAFF AND ADMINISTRATIVE STAFF (including hourly employees)

Broad Band	Title
Band A	City Administrator
Minimum Salary \$100,000	
Maximum Salary \$160,000	
Band B	Assistant City Administrator
Minimum Salary \$80,000	City Engineer
Maximum Salary \$140,000	City Prosecutor
	Director of Public Service
	Director of Public Utilities
	Finance Director
	Fire Chief
	Law Director
	Planning and Zoning Administrator
	Police Chief
	Safety Director

Band C	Deputy Administrator of Planning and Zoning
Minimum Salary \$70,000	Deputy Director of Finance
Maximum Salary \$120,000	Deputy Director of Public Service
	Deputy Fire Chief
	Deputy Police Chief
	Human Resources Manager
	IT Manager
	Police Lieutenant
	Police Support Services Manager (Dispatch, Records)
	Public Utilities Commissioner
	WWTP (Wastewater Treatment Program) Manager
Band D	Assistant Prosecutor
Minimum Salary \$50,000	GIS Software Specialist
Maximum Salary \$100,000	OSH Coordinator
	Police Support Services Supervisor
	Staff Engineer
	Superintendent of Field Operations
	Tax Administrator
	Urban Forester
	WWTP Assistant Manager
Band E	Administrative Assistant
Minimum Salary \$45,000	Construction Inspector
Maximum Salary \$75,000	Engineering Technician
	Executive Assistant
	IT Support/Network Technician
	Legal Assistant
	Planning and Zoning Inspector
	Public Information Officer
	HR Coordinator
	Storm Water Program Technician

These wage ranges shall be reviewed every even year beginning in 2024.

Personnel Committee shall be notified each year of increases or reductions to employees' salaries.

Personnel Committee shall be notified of salaries and fringe benefits for new employees.

Is hereby amended and revised to read:

266.15-2 WAGE RANGES FOR EXECUTIVE STAFF, SENIOR ADMINISTRATIVE STAFF AND ADMINISTRATIVE STAFF (including hourly employees)

Broad Band	Title
Band A	City Administrator
Minimum Salary \$100,000	
Maximum Salary \$160,000	
Band B	Assistant City Administrator
Minimum Salary \$80,000	City Engineer
Maximum Salary \$140,000	City Prosecutor
	Director of Public Service
	Director of Public Utilities
	Finance Director
	Fire Chief
	Law Director
	Planning and Zoning Administrator
	Police Chief
	Safety Director
Band C	Deputy Administrator of Planning and Zoning
Minimum Salary \$70,000	Deputy Director of Finance
Maximum Salary \$120,000	Deputy Director of Public Service
	Deputy Director of Public Utilities
	Deputy Fire Chief
	Deputy Police Chief
	Human Resources Manager
	IT Manager
	Police Lieutenant
	Police Support Services Manager (Dispatch, Records)
	Public Utilities Commissioner

	WWTP (Wastewater Treatment Program) Manager
Band D	Assistant Prosecutor
Minimum Salary \$50,000	GIS Software Specialist
Maximum Salary \$100,000	OSH Coordinator
	Police Support Services Supervisor
	Staff Engineer
	Superintendent of Field Operations
	Tax Administrator
	Urban Forester
	WWTP Assistant Manager
Band E	Administrative Assistant
Minimum Salary \$45,000	Construction Inspector
Maximum Salary \$75,000	Engineering Technician
	Executive Assistant
	GIS/Software Technician
	IT Support/Network Technician
	Legal Assistant
	Planning and Zoning Inspector
	Public Information Officer
	HR Coordinator
	Storm Water Program Technician

These wage ranges shall be reviewed every even year beginning in 2024.

Personnel Committee shall be notified each year of increases or reductions to employees' salaries.

Personnel Committee shall be notified of salaries and fringe benefits for new employees.

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

Ord# 12-2023

public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

RESOLUTION 34-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH MURPHY TRACTOR & EQUIPMENT COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS (\$172,157.00) FOR THE PURCHASE OF ONE (1) JOHN DEERE 344L COMPACT WHEEL LOADER FOR THE PERRYSBURG WATER POLLUTION CONTROL DIVISION AND DECLARING AN EMERGENCY

WHEREAS, the Water Pollution Control Division is in need of one new front end loader; and,

WHEREAS, the price for the vehicle is One Hundred Seventy-Two Thousand One Hundred Fifty-Seven Dollars and No Cents (\$172,157.00); and

WHEREAS, this purchase is in the 2023 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 Murphy Tractor & Equipment Company in an amount not to exceed One Hundred Seventy-Two Thousand One Hundred Fifty-Seven Dollars and No Cents (\$172,157.00) 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# 34-2023

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

General Info

Total:

\$172,157.00

Lowest and Best Bid Documents

Number

John Deere 344L Compact Wheel Loader or Approved Equal

Deadline

03/10/2023 02:00 PM EST

Vendor

Murphy Tractor & Equipment Co.

Submitted

03/08/2023 03:19 PM EST

Signed by

Ted Crane **Account Holder** Ted Crane

Opened

03/10/2023 02:00 PM EST By bthomas@ci.perrysburg.oh.us

Description

(1) New John Deere 344L Compact Wheel Loader or Approved Equal. Compact Wheel Loader delivered to City of Perrysburg Wastewater Treatment Plant.

Engineer's Estimate: \$200,000.00

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

Attachment List

2_LegalNotice_FY21.pdf (119 KB)
Legal Advertisement

City specific JD 344L or equal specs.pdf (130 KB)
City of Perrysburg Specific Specifications For (1) New John
Deere 344L Compact Wheel Loader or Approved Equal

John Deere 344L-compact-wheel-loader.pdf (4.27 MB)
John Deere 344L brochure

John Deere 344L Compact Wheel Loader or Approved Equal

\$172,157.00

Item Code	Description	Quantity	Units	Unit Price	Extension
SP-1	(1) New John Deere 344L Compact Wheel Loader or Approved Equal	1.0000	EA	\$172,157.00	\$172,157.00
					Total: \$172,157.00

Additional Infomation

Delivery Date, Make, and Model of Compact Wheel Loader *

5/8/2023, John Deere 344L

Substitutions/Options

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.

John Deere 344L Compact Wheel Loader or Approved Equal *

John Deere 344L meets all required specifications.

Proposal for Chemical, Material or Services

Bidding Entity Name *

Murphy Tractor & Equipment Co.

Bidder Representative Name *

Ted Crane

Title *

Governmental Sales Specialist

Principal Place of Business Address *

12418 Williams Rd

Principal Place of Business City *

Perrysburg

Principal Place of Business State *

Ohio

Principal Place of Business Zip Code *

43551

Telephone *

(330) 603-6843

Fax *

(614) 876-3059

Email *

tcrane@murphytractor.com

The bidder agrees to furnish and deliver to the City of Perrysburg, Ohio, the following at the prices quoted below, and meeting the minimum specifications as supplied by the City of Perrysburg and further described in the item list.

All prices must include delivery to Perrysburg, Ohio.

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 *

Ted Crane

Entity Name *

Murphy Tractor & Equipment Co.

doing business as a

Type *

Corporation

organized under the laws of the State of

State *

Kansas

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 344L.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: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

John Deere 344L Compact Wheel Loader or Approved Equal

Bidder's Name *

Ted Crane

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

*

other

Enter response if "other" was selected

Murphy Tractor Midwest Region Governmental Sales Specialist

of (company name): *

Murphy Tractor & Equipment Co.

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: *

Ted Crane

Title: *

Midwest Region Governmental Sales Specialist



Sentry Insurance - Surety Bond Department
1800 North Point Drive
P.O. Box 8022
Stevens Point, WI 54481
Phone: 800.473.6879

Sentry Select Insurance Company
SURETY BOND FOR THE PROPOSAL OR BID ON A CONTRACT

Bond Number: 2571006003

Date Bond Executed: March 7, 2023
(must not be later than bid opening date)

Surety

Name: Sentry Select Insurance Company
Address: 1800 North Point Dr.
Stevens Point, WI 54481
Incorporated: State of Wisconsin
Telephone: 1-800-473-6879

Principal

Principal's Name: Murphy Tractor & Equipment Co., Inc.
Primary Address: 12418 Williams Rd.
Perrysburg, OH 43551
State of Incorporation: Kansas
Type of Organization: Corporation

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
0%	Million(s) 00	Thousand(s) 1	Hundred(s) 000	Cents 00	3/10/2023	John Deere 344L
					FOR: Equipment	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the City of Perrysburg (hereinafter called the "Obligee") in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations active as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Obligee of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Obligee for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Obligee. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bond and affixed their seals on the above date.

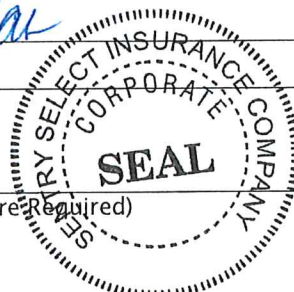
SURETY

X

Dorene R. Bialas
Dorene R. Bialas, Attorney-in-Fact
(Printed Name and Title)

NA

Authorized Countersignature (Where Required)



PRINCIPAL

X

Randy McCabe
Randy McCabe, Branch Mgr.
(Printed Name and Title)

**SENTRY SELECT INSURANCE COMPANY
POWER OF ATTORNEY
Bond Number: 2571006003**

Know all men by these presents, that Sentry Select Insurance Company, a corporation duly organized under the laws of the State of Wisconsin, and having its principal place of business in the City of Stevens Point, State of Wisconsin, does hereby make, constitute and appoint MICHELLE M. BAUER, JOHN BAUMAN, DORENE R. BIALAS, NIKKI HEATH, AMY KOEPEL, JENNIFER M. MURPHY, and COLLEEN A. RAJSKI as its true and lawful Attorneys-in-Fact, for it, and in its name, place and stead, with full power and authority to sign, execute, acknowledge and deliver for and on its behalf as Surety, any and all bonds with an effective date on or after May 5, 2022.

Signed:



Scott A. Miller, President
SENTRY SELECT INSURANCE COMPANY



Attest:



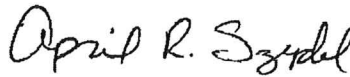
Raina M. Zanow, Assistant Secretary
SENTRY SELECT INSURANCE COMPANY

ACKNOWLEDGMENT

State of Wisconsin)
County of Portage) ss.

I, April R. Szydel, Notary Public, do hereby certify that Scott A. Miller and Raina M. Zanow, the President and the Assistant Secretary, respectively, of Sentry Select Insurance Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 5th day of May, 2022.



April R. Szydel, Notary Public
My Commission expires 6/1/26.

AUTHORIZATION

I, Raina M. Zanow, Assistant Secretary of Sentry Select Insurance Company, hereby certify that Sentry Select Insurance Company is duly licensed to transact fidelity and surety business in all States of the United States of America, that the foregoing Power of Attorney is a correct and true copy of the original Power of Attorney, that said Power of Attorney has not been revoked, and I further certify that the following is a true and exact copy of two resolutions passed by the Board of Directors of Sentry Select Insurance Company at meetings held by said Board, a quorum being present and voting on the date specified below, which resolutions are still in effect:

RESOLVED, that the President or any Vice President in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizance, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons. (Adopted 11 September 1969.)

RESOLVED, that the signature of any Officer authorized by the Bylaws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either for the execution of any bond, undertaking, recognizance or other written obligation in nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. (Adopted 29 April 1971.)

Given under my hand and official seal this 7th day of March, 2023.



Raina M. Zanow, Assistant Secretary
SENTRY SELECT INSURANCE COMPANY



General Info

Total:

\$187,874.00

Bid Documents from Second Bidder

Number	Description
John Deere 344L Compact Wheel Loader or Approved Equal	(1) New John Deere 344L Compact Wheel Loader or Approved Equal. Compact Wheel Loader delivered to City of Perrysburg Wastewater Treatment Plant.
Deadline	Engineer's Estimate: \$200,000.00
03/10/2023 02:00 PM EST	
Vendor	Allows zero unit prices and labor
Ohio Cat	Yes
Submitted	Allows negative unit prices and labor
03/08/2023 02:13 PM EST	Yes
Signed by	
Cody Conner Account Holder	
Cody Conner	
Opened	
03/10/2023 02:00 PM EST By	
bthomas@ci.perrysburg.oh.us	

Attachment List

2_LegalNotice_FY21.pdf (119 KB)
Legal Advertisement

City specific JD 344L or equal specs.pdf (130 KB)
City of Perrysburg Specific Specifications For (1) New John
Deere 344L Compact Wheel Loader or Approved Equal

John Deere 344L-compact-wheel-loader.pdf (4.27 MB)
John Deere 344L brochure

John Deere 344L Compact Wheel Loader or Approved Equal

\$187,874.00

Item Code	Description	Quantity	Units	Unit Price	Extension
SP-1	(1) New John Deere 344L Compact Wheel Loader or Approved Equal	1.0000	EA	\$187,874.00	\$187,874.00
					Total: \$187,874.00

Additional Infomation

Delivery Date, Make, and Model of Compact Wheel Loader *

Q1 2024, Cat, 914

Substitutions/Options

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.

John Deere 344L Compact Wheel Loader or Approved Equal *

Differences in Bid Specs

Height to Pin Fully Raised: 12'1"

Minimum Ground Clearance: 15"

Full Turn Static Tipping Load: 12,312 with pin on bucket as stated in specification section. 11,603 with requested IT coupler installed

Warranty: 60 Month / 2000 Hour Premier Warranty

Proposal for Chemical, Material or Services

Bidding Entity Name *

Ohio Cat

Bidder Representative Name *

Cody Conner

Title *

Inside Sales Representative

Principal Place of Business Address *

13017 Eckel Junction

Principal Place of Business City *

Perrysburg

Principal Place of Business State *

Ohio

Principal Place of Business Zip Code *

43551

Telephone *

(419) 873-2918

Fax *

(419) 874-1945

Email *

cconner@ohiocat.com

The bidder agrees to furnish and deliver to the City of Perrysburg, Ohio, the following at the prices quoted below, and meeting the minimum specifications as supplied by the City of Perrysburg and further described in the item list.

All prices must include delivery to Perrysburg, Ohio.

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 *

Cody Conner

Entity Name *

Ohio Cat

doing business as a

Type *

Corporation

organized under the laws of the State of

State *

OH

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.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: *

Ohio

COUNTY OF: *

Wood

Bid Identification *

John Deere 344L Compact Wheel Loader or Approved Equal

Bidder's Name *

Ohio Machinery DBA Ohio Cat

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

*

other

Enter response if "other" was selected

Inside Sales Representative

of (company name): *

Ohio Cat

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: *

Cody Conner

Title: *

Inside Sales Representative

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Ohio Machinery Co. dba Ohio CAT

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Perrysburg

as Oblige, hereinafter called the Oblige, in the sum of One Thousand Dollars and 00/100 Dollars (\$ \$1,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar 914 Wheel Loader

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 6th day of March, 2023.

Shick Kaprielian
(Witness)

Ohio Machinery Co. dba Ohio CAT

(Principal)

By: K. D. F.

Kevin D. Keefe (Title) Controller

Autumn Schneider
(Witness)

Autumn Schneider

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: Sina Foster

Tina Foster (Title) Attorney-in-Fact



TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

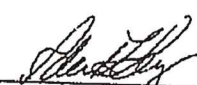
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE, Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of April, 2021.



State of Connecticut

City of Hartford ss.

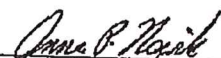
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

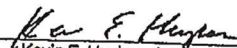
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of March, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION 36-2023

A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER ONE TO THE DESIGN AGREEMENT FOR THE 2021 WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED TWENTY-THREE THOUSAND FOUR HUNDRED DOLLARS (\$23,400.00) FOR ADDITIONAL DESIGN AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Utilities entered into an agreement in the summer of 2021 with Arcadis U.S. Inc. for the design of the 2021 water main replacement project; and,

WHEREAS, during the design, it was discovered that the sanitary sewer in the proposed work area also needed to be replaced; and,

WHEREAS, it is more efficient, reasonable, and appropriate to replace the sanitary sewer and the water main as a single project, rather than as two separate projects; and,

WHEREAS, there are funds for the in the 2023 budget that can be used for the design of the sanitary sewer replacement; and,

WHEREAS, the Department of Public Utilities would like to add an additional Twenty-Three Thousand Four Hundred Dollars (\$23,400.00) to the agreement with Arcadis U.S. Inc. to expand the project to include the design of the sanitary sewer replacement; and,

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

SECTION 1. The City Council authorizes the award of the amendment of the agreement attached for the design of the 2021 Water Main Project to Arcadis U.S., Inc.; and, the Mayor and Director of Finance are authorized to execute an Amended Agreement with Arcadis U.S. Inc. for the 2021 Water Main Replacement Project in an amount not to exceed an additional Twenty-Three Thousand Four Hundred Dollars (\$23,400.00) for a total not to exceed of Forty-Seven Thousand Four Hundred Dollars (\$47,400.00) 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, as the additional design needs to be completed so that the construction can proceed before winter weather arrives, 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: _____



Mr. Matthew Choma, PE
Commissioner of Public Utilities
City of Perrysburg
211 East Boundary Street
Perrysburg, OH 43551

Arcadis U.S., Inc.
One SeaGate
Suite 700
Toledo
Ohio 43604
Phone: 419 473 1121
Fax: 419 473 2108
www.arcadis.com

Date: June 11, 2021
Our Ref: 30022882
Subject: 2021 Water Main Replacement Project
Preliminary Design Phase

Dear Mr. Choma,

In accordance with the City's water masterplan and in response to your request, we are pleased to offer this proposal to provide preliminary design phase engineering services for the 2021 Water Main Replacement Project. It is our understanding that the project consists of approximately 5,200 linear feet 8-inch water main to replace the existing smaller diameter water pipe in the alley between Indiana Avenue and Fifth Street from Cherry Street to Louisiana Avenue and in the alley between Fifth Street and Sixth Street from Cherry Street to Hickory Street, as highlighted on the attached excerpt from the City's Water Line Replacement Map. The City has indicated its desire to complete the overall design of this project and enter into a construction contract by the end of the 2021 calendar year. To assist the City in achieving this schedule, we are proposing to immediately begin field data collection and development of the proposed water main alignment. We propose the following scope of services for this phase of the project:

- Notify the Ohio Utility Protection Services and request physical markings to assist in identifying a route for the proposed water main.
- Perform a field survey within the alleys for the proposed route. To achieve the City's desired schedule, our proposal assumes the field survey work will be performed during the week of June 28, 2021.
- Develop Plan Drawings with a preliminary alignment of the proposed water main along the planned route.
- Issue the preliminary Plan Drawings to the City and other known utility owners for review and comment.
- Meet with designated City representatives to review the preliminary design, input received from existing utility owners, and obtain City feedback. Attendance at this meeting will signify the completion of our preliminary design phase services.

Mr. Matthew Choma, PE
June 11, 2021

We propose to perform the above scope of services for a not to exceed fee of \$24,000. If these arrangements are acceptable, please authorize us to proceed by sending us a Purchase Order to proceed with the work. To maintain the City's desired schedule, we are requesting authorization by June 18, 2021.

We appreciate the opportunity to submit our proposal and look forward to working with the City on this project.

Sincerely,
Arcadis U.S., Inc.



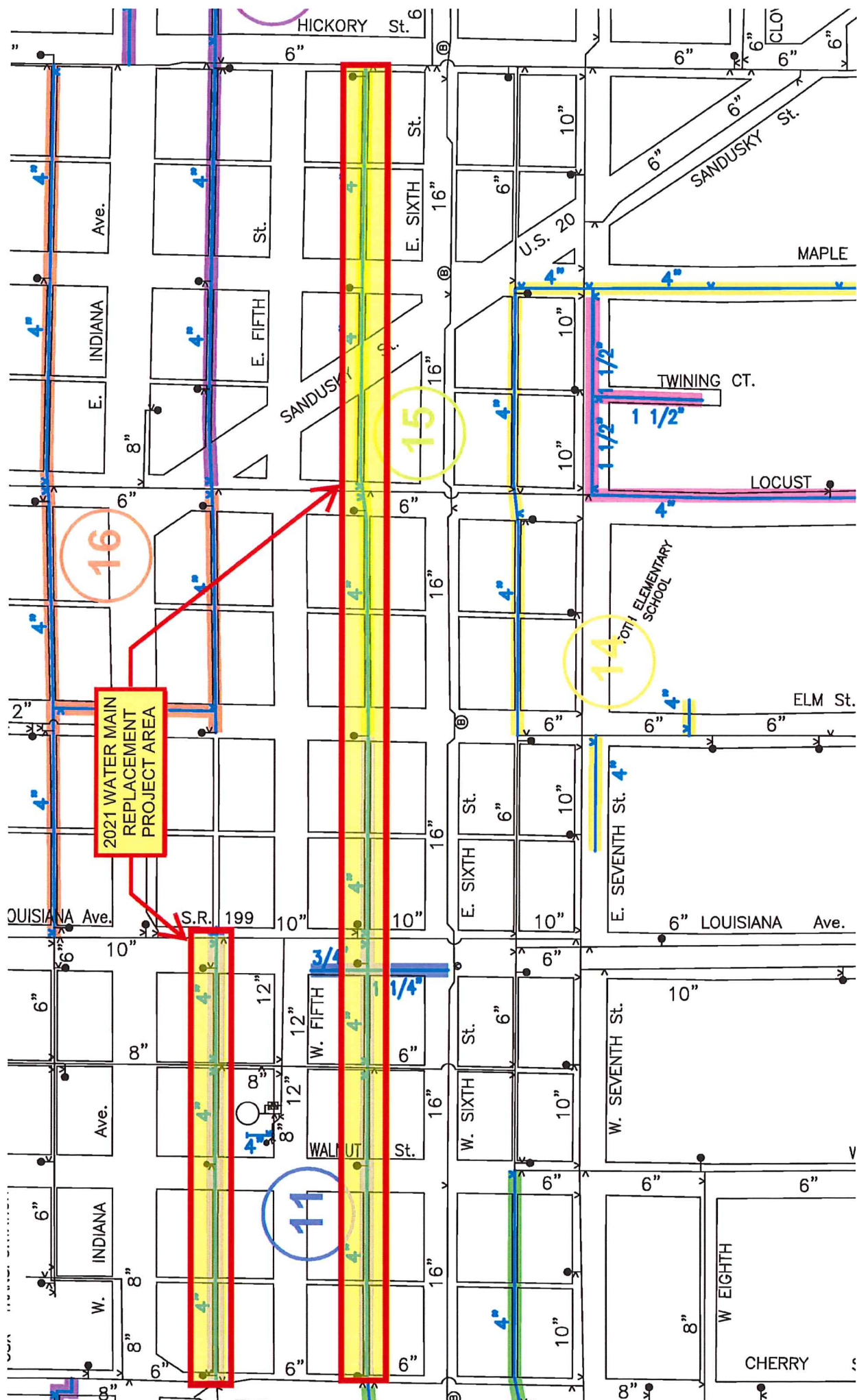
Scott L. Lumbrezer, PE
Project Manager

Email: scott.lumbrezer@arcadis.com
Direct Line: 419.213.1634
Mobile: 419.450.1560

CC. Ms. Alice Godsey, PE, Director of Public Utilities
Mr. Brian A. Thomas, PE, PS, CPESC, CFM, City Engineer

Enclosures:
Map excerpt describing Project Area

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.





Mr. AJ Coleman, PE
Deputy-Director of Public Utilities
City of Perrysburg
211 E. Boundary Street
Perrysburg, Ohio 43551

Arcadis U.S., Inc.
One SeaGate
Suite 700
Toledo
Ohio 43604
Phone: 419 473 1121
www.arcadis.com

Date: January 23, 2023

Our Ref: 30022882

Subject: Water Main Replacement Project
Engineering Services for Sanitary Sewer Replacement

Dear Mr. Coleman,

In conjunction with the current planned water main replacement project, we are submitting our proposal to provide engineering services to prepare plans and specifications for adding sanitary sewer replacements and make application on behalf of the City to the Northwest Ohio Environmental Protection Agency, Division of Surface Waters for approval. This portion of the project consists of the in-kind replacement of approximately 1,450 linear feet 8-inch and 10-inch sanitary sewers in the east-west alleys between Indiana Avenue and Sixth Street as generally shown in the attached vicinity map. Our proposal assumes we will utilize the base drawings previously developed for the water main replacement project and incorporate these improvements into the planned overall project.

Scope of Services

We propose the following scope of services related to this portion of the Project:

- Develop Plans (Plan and Profile Views) indicating the sanitary sewer improvements.
- Utilize the City Standard Sanitary Sewer Details and Specifications and amend details as necessary.
- Amend the cover sheet to include the additional improvements.
- Meet with designated City representatives to review the design and notify known utility owners of the proposed plan.
- Integrate the sanitary sewer improvements into the current construction bidding documents.
- Develop the Ohio EPA Permit-To-Install Forms and submit the plans to Northwest Ohio Environmental Protection Agency, Division of Surface Waters. Our proposal assumes the City will be responsible for Ohio EPA permitting fees associated with the project.

We propose to perform the above scope of services for an estimated fee of \$23,400. If these arrangements are acceptable, please authorize us to proceed by sending us a Purchase Order to proceed with the work. We appreciate the opportunity to submit our proposal and look forward to working with the City on this project. Following receipt of City authorization, we are anticipating we will complete this additional design work and make submittal to the Ohio EPA within approximately two months.

Mr. AJ Coleman, PE
January 23, 2023

Sincerely,
Arcadis U.S., Inc.



Scott L. Lumbrezer, PE
Client Program Manager

Email: scott.lumbrezer@arcadis.com
Direct Line: 419.213.635

CC. Mr. Matthew P. Choma, Director of Public Utilities

Accepted by City of Perrysburg:

Thomas G. Mackin, Mayor Date

Amber L. Rathburn, Director of Finance Date

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

RESOLUTION 37-2023

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CLARKE IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND EIGHT HUNDRED FOURTEEN DOLLARS AND FIFTY CENTS (\$39,814.50) FOR THE PURCHASE OF MOSQUITO SPRAY FOR THE PERRYSBURG PUBLIC SERVICE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, the Public Service Department needs mosquito spray to be used during the 2023 mosquito season; and,

WHEREAS, the City has used the Duet product for mosquito spray since the program was started in the 1980's with great results and no complaints; and,

WHEREAS, Clarke is the sole source manufacturer/supplier for all Duet ULV adult mosquito control product formulations; and,

WHEREAS, due to the sole source manufacturer there is not a comparable product to acquire a second quote as required in the City's purchasing policy; and,

WHEREAS, the price for the spray is Thirty-Nine Thousand Eight Hundred Fourteen Dollars and Fifty Cents (\$39,814.50); and

WHEREAS, this purchase is in the 2023 Budget.

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

SECTION 1. The second quote requirement listed in the City's purchasing policy is hereby waived and the Mayor and Director of Finance are authorized to enter into a purchase agreement with Clarke in an amount not to exceed Thirty-Nine Thousand Eight Hundred Fourteen Dollars and Fifty Cents (\$39,814.50) as represented in Exhibit A.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____



675 Sidwell Ct
St Charles, IL 60174
U.S.A.
www.clarke.com
TOLL-FREE: 800-323-5727

PH: 630-894-2000
FAX: 630-443-3070
EMAIL: customer@clarke.com

QUOTATION

B City of Perrysburg (P00651)
I Greg Kuhr
L 201 W Indiana Ave
L
T Perrysburg, OH 43551-1525
O 419-872-8020
O 419-872-8024

S City of Perrysburg
H Greg Kuhr
I 11980 Roachton Road
P
T Perrysburg, OH 43551-2002
O 419-872-8020
O 419-872-8024

Address ID: 000002

Quotation #	Quote Date	Salesperson	Written by	Valid to
0002030090	03/02/23	Brian Deenihan	Gabriela Simone	03/15/23
Delivery Method		Terms		
United Parcel Post		Net 30 Days		
Item #	Item Description	Qty Ordered	Unit Price	Extended Price
11782	DUET 55GAL	3 drm	13,970.0000/drm	39,814.50

** Extended Price reflects a discount of: 2,095.50

Order Total	39,814.50
Total	39,814.50

* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

* A 15% restocking fee plus freight costs may be assessed to any returned items.
Items must be returned within 120 days of shipment and in an acceptable condition.



675 Sidwell Court
St. Charles, IL 60174
630.894.2000 P
630.443.3070 F
www.clarke.com

February 28, 2023

Greg Kuhr
Superintendent of Lands and Sanitation
City of Perrysburg, OH
201 W Indiana Ave
Perrysburg, OH 43551

Dear Greg,

This letter is to confirm for you that Clarke is the sole source manufacturer/supplier for all Duet ULV adult mosquito control product formulations. Duet contains the active ingredients of *Sumithrin* and *Prallethrin*. These active ingredients are found exclusively in Duet. Duet is available in many quantities, including 30-gallon drums, 55-gallon drums and 275 gallon mini-totes.

If you have any questions, please do not hesitate to call via cell: 630-235-3943.

Sincerely,

A handwritten signature in cursive script, reading "Brian P. Deenihan". The ink is dark and the signature is fluid, with a clear loop at the end of the last name.

Brian P. Deenihan
Control Consultant

RESOLUTION 38-2023

**AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
PERRYSBURG AND PERRYSBURG TOWNSHIP FOR THE
RESURFACING OF LAKE VUE DRIVE IN AN AMOUNT NOT TO
EXCEED FORTY-NINE THOUSAND SIX HUNDRED FORTY-FOUR
DOLLARS (\$49,644.00) AND DECLARING AN EMERGENCY**

WHEREAS, Perrysburg Township will be resurfacing their portion of Lake Vue Drive as part of their 2023 resurfacing project; and

WHEREAS, the portion of Lake Vue Drive located within the City of Perrysburg, Ohio, is also reasonably in need of repair and resurfacing; and

WHEREAS, the Township and City also agree and understand that it is more efficient, reasonable, and appropriate to resurface Lake Vue Drive as a single project, rather than as two (2) separate projects through two (2) separate political entities; and

WHEREAS, the Township and City agree that it is appropriate to perform the resurfacing of Lake Vue Drive and for each to share the cost of that work in proportion to the amount of the roadway that sits within their respective borders; and

WHEREAS, the breakdown of the estimated construction cost and cost sharing are broken down in the attached Exhibit A.

**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 Perrysburg Township in the amount of Forty-Seven Thousand Two Hundred Eighty Dollars and Zero Cents (\$47,280.00) as represented in Exhibit A attached 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 percent for a total City share amount not to exceed Forty-Nine Thousand Six Hundred and Forty-Four Dollars and Zero Cents (\$49,644.00)

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the construction should be done in good weather, 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: _____

**Agreement Between The City Of Perrysburg, Ohio
And Perrysburg Township, Ohio
For The Resurfacing Of Lake Vue Drive**

WHEREAS, there are certain roadways in Perrysburg Township, Ohio, which require resurfacing, and to address this need, the Township has initiated a resurfacing program for the 2023 construction season, and

WHEREAS, among the roadways designated for resurfacing as part of this program is the portion of Lake Vue Drive located within the Township, and

WHEREAS, that portion of Lake Vue Drive located within the City of Perrysburg, Ohio, is also reasonably in need of repair and resurfacing, and the Township and the City agree and understand that making improvements on that portion of the roadway is in the best interests of both the Township and the City, and

WHEREAS, the Township and the City also agree and understand that it is more efficient, reasonable, and appropriate to resurface Lake Vue Drive as a single project, rather than as two separate projects through two separate political entities, and

WHEREAS, the Township and the City agree that it is appropriate to perform the resurfacing of Lake Vue Drive and for each to share the cost of that work in proportion to the amount of the roadway which sits within their respective borders.

THEREFORE, in consideration of the mutual promises and covenants made to each other and otherwise stated herein, the Township and City enter into the following agreement:

1. The Township shall resurface Lake Vue Drive;
2. The City shall reimburse the Township Forty Percent (40%) of the cost of this resurfacing work.
3. The Township and City agree and understand that there are factors that may increase or decrease the overall cost of a resurfacing project (including, but not limited to drainage issues), and that it is impossible to perfectly predict the cost of such a project; however, the overall cost of performing this resurfacing work has been estimated at One Hundred Eighteen Thousand Two Hundred (\$118,200.00), with the City's share being estimated at Forty-Seven Thousand Two Hundred Eighty Dollars (\$47,280.00)
4. The Township agrees to reasonably notify the City Engineer of any project issues that may increase the cost of the project by greater than five percent (5 %). The Township agrees that, to the extent proposed work is believed to require such a cost

increase, it will make reasonable efforts to resolve any resulting disputes over cost issues before moving forward with that proposed work.

5. The reimbursement required under Paragraph 2 shall be provided not later than Forty-Five (45) Days after substantial completion of the project.

PERRYSBURG TOWNSHIP

CITY OF PERRYSBURG

By: _____
Gary Britten, Trustee

By: _____
Tom Mackin, Mayor

By: _____
Robert Mack, Trustee

By: _____
Amber Rathburn, Director of Finance

By: _____
Joseph Schaller, Trustee

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Township Solicitor Truman Greenwood

City Law Director

APPROVED AS TO CONTENT

By: _____
Township Administrator Jon Eckel

City Engineer Brian Thomas

RESOLUTION 39-2023

**AUTHORIZING AN AGREEMENT WITH THE EDGE GROUP FOR
PROFESSIONAL SERVICES TO CREATE A SCHEMATIC DESIGN
OF PROPOSED IMPROVEMENTS FOR THE DOWNTOWN
STREETSCAPE PROJECT IN AN AMOUNT NOT TO EXCEED
EIGHTY-SEVEN THOUSAND DOLLARS (\$87,000.00) AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio, wishes to make every effort to be an inclusive and accessible city; and

WHEREAS, the City of Perrysburg, Ohio, wishes to also examine the downtown area and look at other features that could be modified to increase the attractiveness and usability of the downtown area; and

WHEREAS, the City of Perrysburg solicited proposals from engineering and architectural service providers to do a downtown streetscape design; and

WHEREAS, the City's Engineer reviewed the responses and interviewed perspective service providers; and

WHEREAS, the overall cost of plans and specifications will be proportionate to the scope of the project; and

WHEREAS, this Council believes that the process used by the City of Perrysburg requesting proposals from engineering and architectural firms, reviewing those proposals, and interviewing prospective service providers has provided the City with the most effective and appropriate mechanism for determining the qualifications of the engineering companies and for selecting the best firm to provide the required services; and

WHEREAS, in an effort to plan effectively and realize the greatest cost savings, a quote and an agreement has been offered by The Edge Group; and,

WHEREAS, the specific scope of the project cannot be determined prior to engaging an engineer for planning and design of the Downtown Streetscape project, but the design cost for a schematic design and vision plan should not exceed Eighty-Seven Thousand Dollars and Zero Cents (\$87,000.00), based on the projected size of the overall project; 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 the Edge Group in the amount of Eighty-Seven Thousand Dollars and Zero Cents (\$87,000.00) as represented in Exhibit A attached hereto.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the survey and design should be done in good weather, 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: _____

March 15, 2023

Mr. Brian Thomas, PE, PS, CPESC, CFM
City Engineer
City of Perrysburg
127 W. Fifth Street
Perrysburg, Ohio 43551

RE: Professional Landscape Architecture Services for Downtown Streetscape Improvements

Dear Mr. Thomas:

The EDGE Group, and our Team of consultants including: The Collaborative, TetraTech, James Paresi, and MDA Engineering is pleased to submit this proposal to provide professional services for the Downtown Perrysburg Streetscape Improvements project. It is our understanding that we will be providing design alternatives and solutions to meet ADA guidelines throughout downtown Perrysburg from Front Street through Indiana Avenue on the south, extending 100' back from crosswalks at Louisiana Ave. or the rear alley-ways to the east and west. Proposed improvements will address inconsistent door thresholds to businesses and residential properties, providing a cohesive design approach that utilizes the entire right-of-way to accommodate accessible improvements. As part of this comprehensive design study, proposed improvements may include modified sidewalks and crosswalks, parking, alternative seating options, lighting, traffic signal utilities, fencing, plantings, receptacles, as well as bike racks and bollards.

It is our understanding that our team will review, assess and make recommendations through a Schematic Design stage submittal. At that time, the City will make further recommendation on phases/alternatives to pursue for implementation.

Based upon this understanding of the project and the services requested by you, we propose the following scope of services.

Pre-Design

1. Initial meeting with Owner to discuss program of uses, budget, schedule and any preliminary design thoughts.
2. Secure all base information necessary including complete site survey in electronic AutoCAD form depicting boundaries, topography, on and off-site

- utilities, planimetric features and all jurisdictional information such as easements, right-of ways, zoning code and private/public utility information.
3. Site visit with entire Design Team to familiarize ourselves with existing conditions and photo document certain areas of the site.
 4. Prepare base plan from above information provided by City to act as the basis of design and documentation moving forward.
 5. **Alternative 3D Scan:** Prepare a 3D scan of the work area, to get a better understanding of existing conditions, as well as facilitate the preparation of 3D modeling that will be used as a design and communication tool throughout the design process.

Schematic Design & Vision Plan

1. Review/Site-walk with City and Design Team to evaluate existing conditions and explore conflicts, potential mitigation strategies, as well as other opportunities for place-making.
2. Identify ADA accessibility requirements and parameters for specific building entrances/access points to ensure compliance with requirements.
3. Evaluate existing conditions including: Lighting, Traffic signals, roadway pavement, sidewalk and crosswalk conditions, trees, etc. and provide written documentation of conditions/assessment of each.
4. Internal Team review of existing conditions/assessment and recommendations.
5. Conduct Stakeholder Meeting #1 to review existing conditions, review and discuss challenges and initial findings, as well as gather feedback from Stakeholders. Establish clear goals and objectives of the project.
6. Internal Team review to coordinate and discuss findings and strategies for proposed recommendations and improvements based on Stakeholder feedback.
7. Prepare 2-3 design alternatives to meet accessibility requirements, meet the goals and objectives outlined in the initial Stakeholder meeting, as well as considering potential for place-making and social engagement that will foster a vibrant commercial district.
8. Meeting with City to review proposed design alternatives and strategies, as well as coordinate presentation of alternatives for stakeholders.
9. Prepare renderings and graphics that support design alternatives.
10. Conduct Stakeholder Meeting #2 to review proposed alternatives and gather feedback on preferred alternatives. These may include individual meetings with property owners.
11. Internal Team review to coordinate and discuss findings and strategies for final design alternative based on City and Stakeholder feedback.

12. Prepare Schematic design plan to meet accessibility requirements, meet the goals and objectives identified by City and Stakeholders.
13. Prepare renderings, sketches, sections and graphics that support the final Schematic Design.
14. Final renderings to be prepared from 3D modeling software to provide realistic design solutions and images that are easily interpreted and presented in public format.
15. Present Final Schematic Design to Stakeholders.
16. Prepare preliminary opinion of probable costs for Final Schematic Design.
17. Present Final Schematic Design and opinion of probable costs to City to gain concurrence on design direction.

Assumptions

1. All base survey information including but not limited to topography, boundary and utilities is to be made available at the Owner's expense. Above information to be made available in electronic, AutoCAD format.

For the above described service, The EDGE Group proposes the following fee structure, which includes reimbursable expenses. Please find attached our standard Terms and Conditions, which are a part of this proposal.

Pre-Design through Schematic Design

Fixed Fee Amount.....\$83,000.00

Alternative 3D Scan

Fixed Fee Amount.....\$4,000.00

If this proposal is acceptable, please sign below and return one copy to our office. The EDGE Group acknowledges your signature on this document as formal acceptance of the Scope, Fee and Terms expressed herein and as your authorization to proceed. Thank you for the opportunity to submit this proposal and we look forward to working with you on this project.

Respectfully submitted,
The EDGE Group, Inc.



Timothy J. Bockbrader, PLA, ASLA, LEED AP
Principal

APPROVED:

By:_____ Date:_____

Title: _____

TERMS AND CONDITIONS

This agreement contains the terms and conditions governing the attached proposal by The EDGE Group, Inc. doing business as EDGE, and is governed by the laws of the State of Ohio.

Payments

All payments are due within fifteen (15) days of date of invoice. Amounts unpaid thirty days after the invoice date are subject to 1.5% per month interest (18% per annum) on unpaid balance. An initial payment of 10% of the total fee is payable upon execution of the contract. This initial payment will be applied to the first project invoice. Any failure to pay a monthly invoice when due shall give The EDGE Group the right to terminate this contract. Services will be invoiced on a monthly basis.

Additional Services

For work requested and performed beyond the basic scope of this agreement, The Edge Group shall receive extra compensation at the prevailing rates plus reimbursable expenses at the time the work is authorized in writing. Payments for such additional services are subject to the terms stated above.

Reimbursable Expenses

In addition to compensation provided for professional services, The EDGE Group, Inc. shall receive reimbursement for expenses incurred on behalf of the client towards the completion of the project. Expenses are to be billed at a multiple of 1.1 times cost. Expenses are to include but are not limited to printing, photo processing, plotting, telephone calls, postage, copies, travel, meals and lodging. Additional charges for insurance adjustments requested by the client over basic coverage are reimbursable. Payments for all such reimbursable expenses are subject to the terms stated above.

Delay of Schedule

Should the project be delayed beyond the original scheduled completion dates through no fault of The EDGE Group, Inc., compensation will be adjusted to rates prevailing at the time the project is invoiced plus reimbursable expenses for all additional time spent on the project beyond the period scheduled.

Standard of Care

In providing services under this agreement, The EDGE Group will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The EDGE Group will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of The EDGE Group's part of the project. Regardless of any other term or condition of this Agreement, The EDGE Group makes no express or implied warranty of any

sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Indemnifications

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

Construction Activities

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

Limitation of Liability

Neither The EDGE Group, Inc., nor its officers, directors, members, partners, employees, agents or consultants shall be jointly, severally, individually or otherwise liable to the client or anyone claiming by, through or under the client, in excess of the compensation paid pursuant to this agreement, by reason of any act or omission (including breach of contract or negligence) not amounting to willful or intentional wrong doing. The Edge Group, Inc., shall not be liable for consequential damages.

Termination of Services

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. The EDGE Group, Inc., reserves the right to cease all work production at such time the account remains unpaid fifteen (15) days after the invoice date. The EDGE Group, Inc., shall be compensated for all services performed prior to termination or work stoppage for reasons stated above plus reimbursable expenses and reasonable profit on the project.

Prevailing Rates

Professional 5	\$180/hour - \$215/hour
Professional 4	\$155/hour - \$175/hour
Professional 3	\$135/hour - \$150/hour
Professional 2	\$110/hour - \$130/hour
Professional 1	\$ 85/hour - \$105/hour
Intern	\$ 60/hour - \$ 80/hour

EFFECTIVE: January 1, 2023

RESOLUTION 30-2023

A RESOLUTION DECLARING ONE 2008 STERLING ACTERRA DUMP TRUCK CURRENTLY USED IN THE DEPARTMENT OF PUBLIC SERVICE NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

WHEREAS, the Department of Public Service is no longer in need of the 2008 Sterling Acterra dump truck and value of which has been determined to be over One Thousand Dollars each; and,

WHEREAS, in accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property valued at over One Thousand Dollars only after determining the property is no longer needed or unfit for public use; and,

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the sale by public auction of one 2008 Sterling Acterra dump truck currently used in the Department of Public Service as such are no longer deemed necessary for public use.

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

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

Res# 30-2023

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Ron Isaacson

Date: February 24, 2023

Please mark one:

☒ I have determined the following described City property, which was purchased through the is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999

☒ \$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Click here to enter text.

2008 Sterling Acterra

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year: 2008

Make: Sterling

Model: Acterra

Vehicle #: 265

Color: White

VIN: 2FZHC4B588AA13717

Mileage: 85,098

I recommend the following method of disposition (please check one of four options):

☒ Sell → Employee Name - Point of Contact for Auction Listing: Darlene Pilewski,

☐ Destroy

☐ Scrap

☐ Other _____

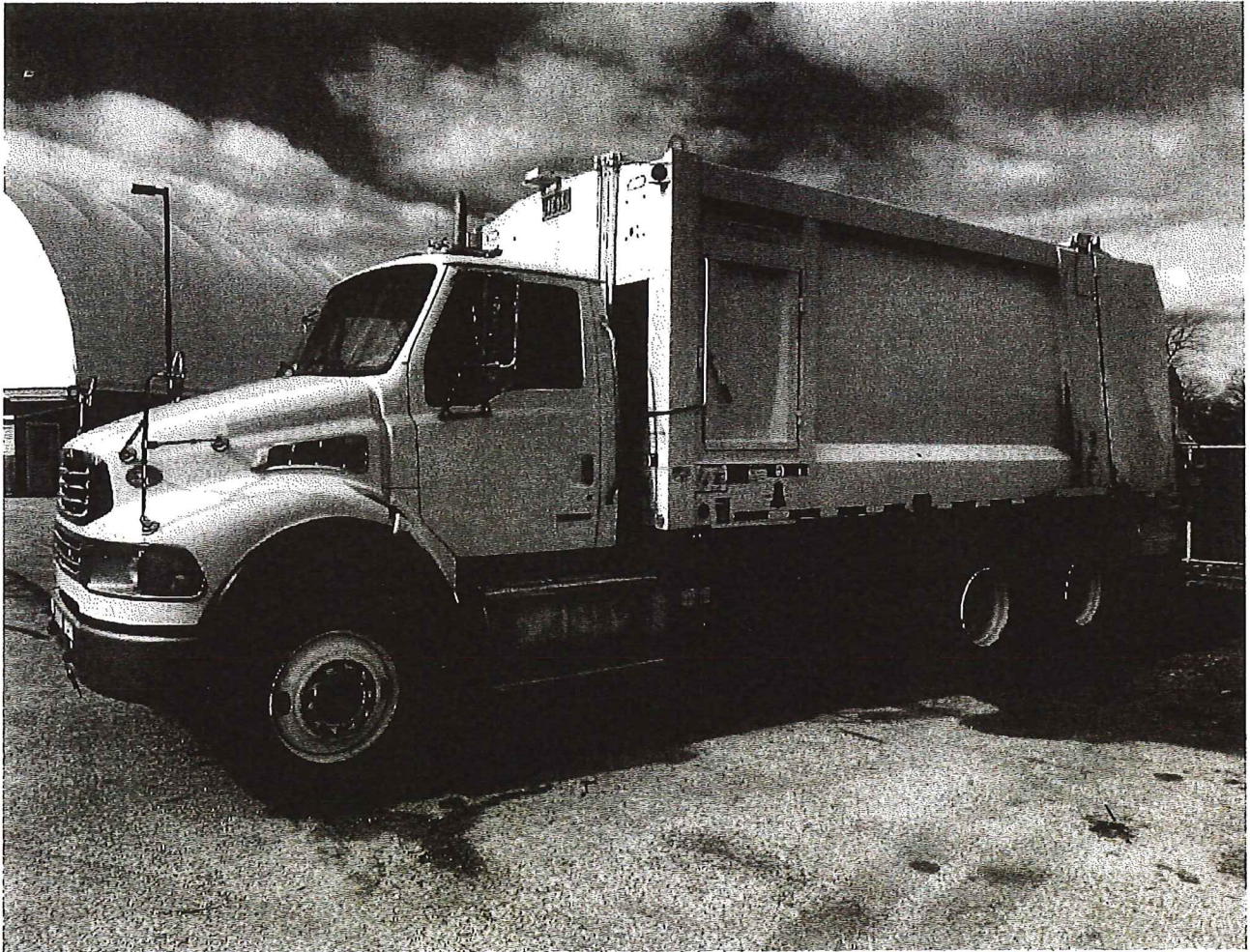
Approved: _____

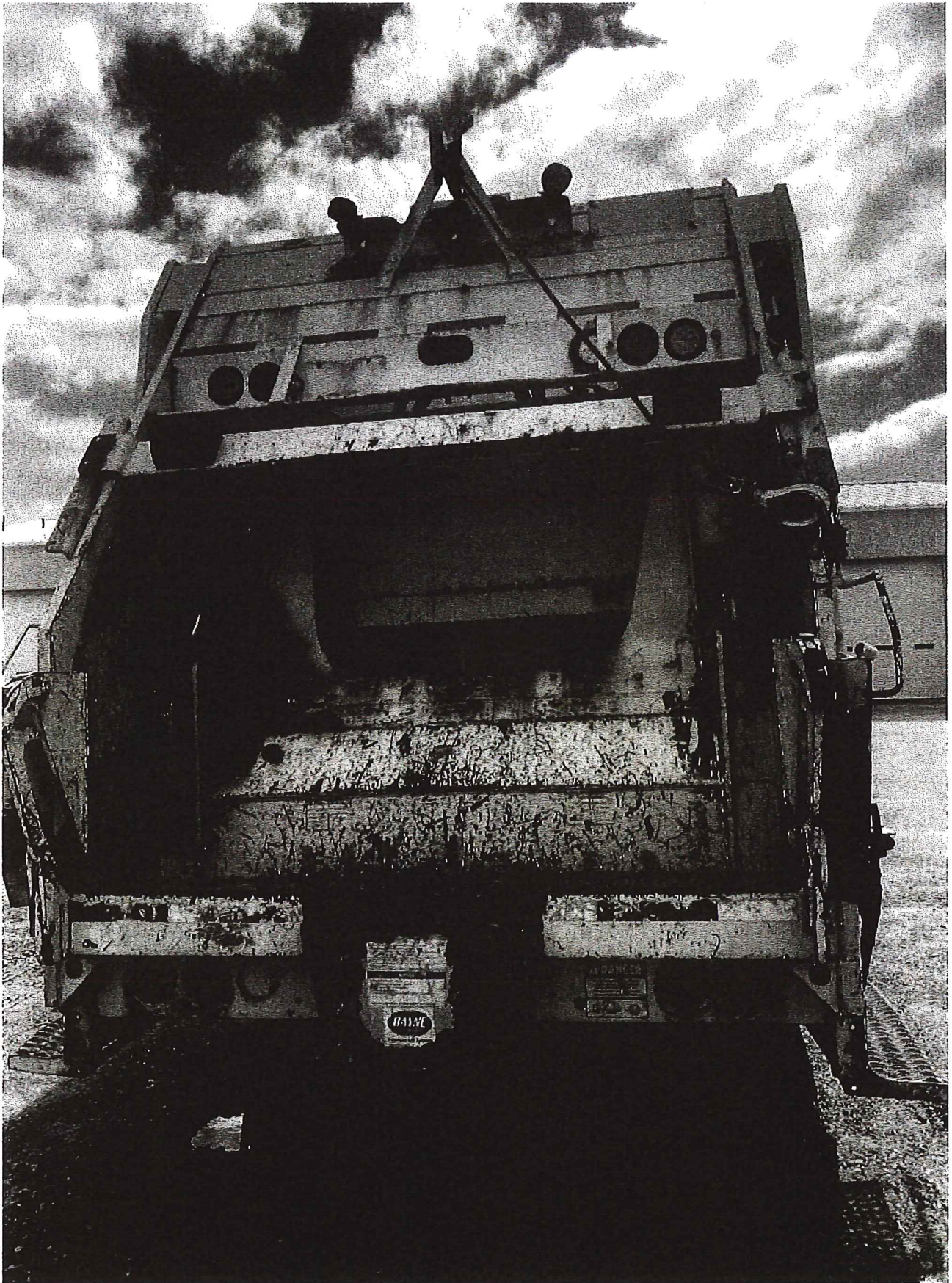
Mayor

Date

Director of Finance

Date





RESOLUTION 40-2023

A RESOLUTION DECLARING ONE 2003 FORD CROWN VICTORIA AND ONE 2006 FORD EXPEDITION CURRENTLY USED IN THE ENGINEERING DIVISION NO LONGER NEEDED FOR PUBLIC USE OR UNFIT FOR PUBLIC SERVICE

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

WHEREAS, the Engineering Division is no longer in need of the 2003 Ford Crown Victoria or the 2006 Ford Expedition the value of which has been determined to be over One Thousand Dollars each; and,

WHEREAS, in accordance with Ohio Revised Code §721.15 it is necessary to legislatively authorize the disposal of property valued at over One Thousand Dollars only after determining the property is no longer needed or unfit for public use; and,

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to arrange for the sale by public auction of one 2003 Ford Crown Victoria and one 2006 Ford Expedition currently used in the Engineering Division as such are no longer deemed necessary for public use.

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

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

Res# 40-2023

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: **Brian Thomas, City Engineer**

Date **March 16, 2023**

Please mark one:

☒ I have determined the following described City property, which was purchased through the
is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg
Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with
Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999

☒ \$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Click here to enter text. **2003 Ford Crown Victoria**

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year: **2003**

Make: **Ford**

Model: **Crown Victoria**

Vehicle #: **301**

Color: **Blue**

VIN: **2FAFP71W83X199053**

Mileage: **84,670**

I recommend the following method of disposition (please check one of four options):

☒ Sell → Employee Name - Point of Contact for Auction Listing: **Darlene Pilewski**

☐ Destroy

☐ Scrap

☐ Other _____

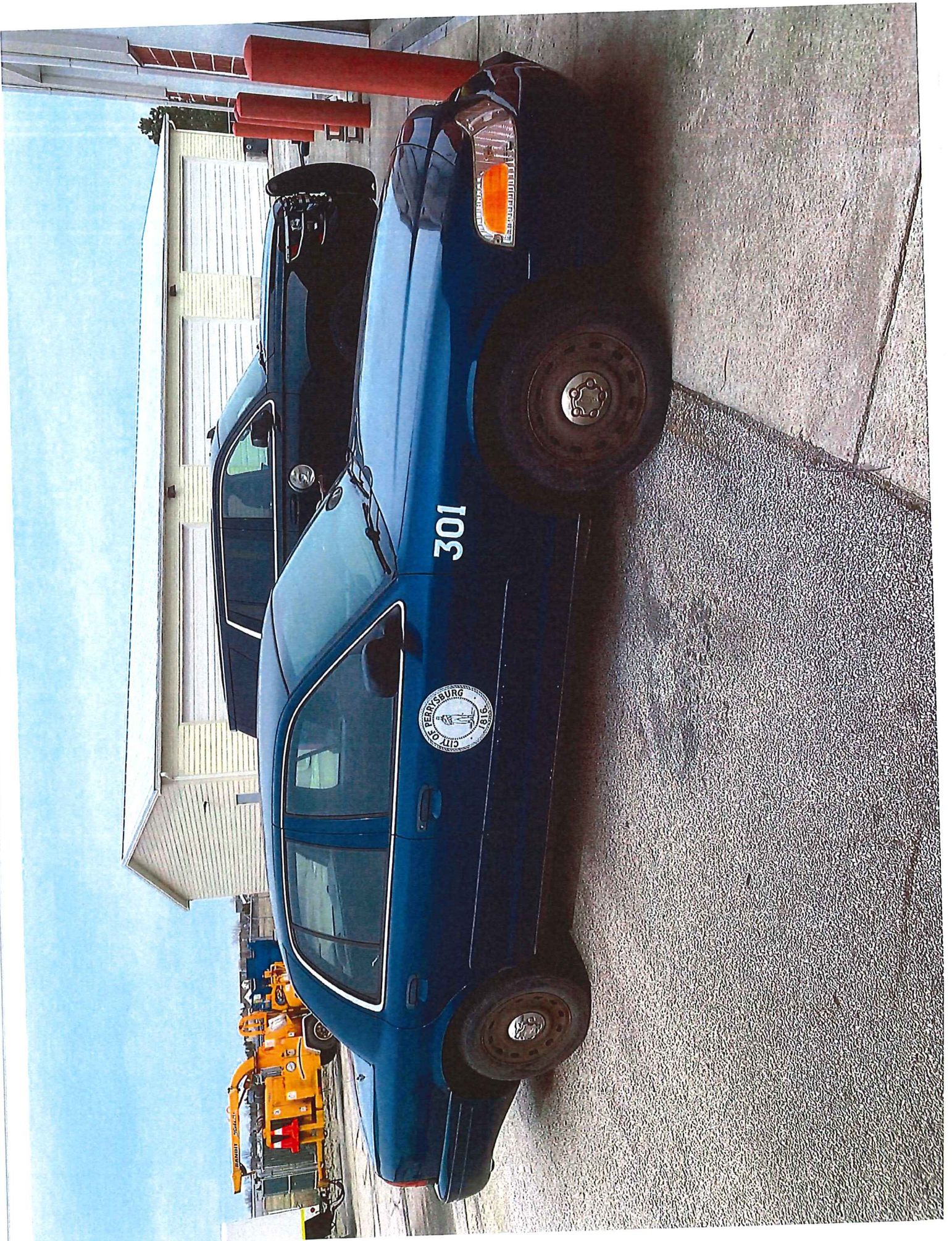
Approved: _____

Mayor

Date

Director of Finance

Date





City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: **Brian Thomas, City Engineer**

Date **March 16, 2023**

Please mark one:



I have determined the following described City property, which was purchased through the
Is of no further use to the City and may be disposed of in accordance with Administrative Policy No. 34.

OR

☐ I have determined the following described City property, which came into the possession of the Perrysburg
Police Division as found or unclaimed property is of no use to the City and may be disposed of in accordance with
Administrative Policy No. 34.

DESCRIPTION OF PROPERTY

Current Estimated Value of Item (please choose one):

☐ \$0-\$999



\$1,000 or more

NOTE: If the item is valued at \$1,000 or more, it must be authorized by an ordinance of City Council.

Description of property (non-vehicle):

Click here to enter text. **2006 Ford Expedition**

Description of property (vehicle)

Kelly Blue Book Value \$

(Attach KBB Printout)

Year: **2006**

Make: **Ford**

Model: **Expedition**

Vehicle #: **300**

Color: **Black**

VIN: **1FMPU16556LA50794**

Mileage: **112,524**

I recommend the following method of disposition (please check one of four options):



Sell → Employee Name - Point of Contact for Auction Listing: **Darlene Pilewski**

☐ Destroy

☐ Scrap

☐ Other _____

Approved: _____

Mayor

Date

Director of Finance

Date





ORDINANCE 8-2023

AMENDING THE CITY OF PERRYSBURG ADMINISTRATIVE CODE, CHAPTER 252, DEPARTMENT OF FINANCE

WHEREAS, City of Perrysburg, Ohio, Chapter 252 of the Administrative Code explains the duties of the Department of Finance; and,

WHEREAS, This ordinance, which applies to all construction projects in excess of \$50,000.00, will clarify the City's policy of awarding bids to the lowest, responsible, and responsive bidder. This will ensure that City projects that are funded by taxpayer dollars are completed by highly skilled workers who receive fair and competitive compensation for the work they perform. This includes the requirement that bidders provide healthcare and retirement benefits as a standard part of their compensation package and that workers are trained through a registered apprenticeship program. The bidders for construction projects will also be required to provide certain disclosures that will evidence that they are a responsible contractor. This ordinance will improve standards for working families and help ensure that publicly-funded projects are completed on time, under budget, and without delay.

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

SECTION 1. Chapter 252 of the Perrysburg Administrative Code, Department of Finance is amended by adding section 252.052 Determination of lowest and best bid for public improvement projects, which reads as follows:

252.052 DETERMINATION OF LOWEST AND BEST BID FOR PUBLIC IMPROVEMENT PROJECTS

Section 1. Determination of Lowest and Best Bid

- A. Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects that exceed \$50,000 and require Council approval to submit to the designated city contracting official or a construction management or design build firm hired by the city, prior to submitting its bid, on a form required by the Department of Finance, proof, in accordance with the wage and fringe benefit requirements set forth in O.R.C § 4115.03 (E), that it meets the following standards:
 1. The bidder provides healthcare benefits or cash equivalent to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

2. The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.
 3. The bidder participates in, sponsors, or exclusively hires graduates of a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.
- B. The failure of a bidder to comply with § 252.052 due to a lack of submission to the designated city contracting official, or construction management or design-build firm hired by the city, or the bidder's failure to affirmatively meet these standards, shall result in the bidder being considered non-responsive.
- C. A bidder that is awarded a contract under this section shall require its direct subcontractors to meet the requirements of § 252.052. Failure to ensure a subcontractor meets these requirements shall result in debarment from city contracts for a period of three (3) years.
- D. A subcontractor of contracts subject to § 252.052 shall require its direct subcontractors to meet the requirements of § 252.052. Failure to ensure a subcontractor meets this requirement shall result in debarment from city contracts for a period of three (3) years.
- E. Council hereby requires that the Mayor, or designee, shall require all bidders of construction projects subject to § 252.052 to provide evidence of the following to the designated city contracting official prior to the submission of its bid:
1. Disclosure of any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state-based agency of similar jurisdiction during the ten (10) years prior to the submission of the bid.
 2. Disclosure of any violation of, or settlement agreement related to, any wage and hour laws at the local, state, or federal level during the ten (10) years prior the submission of the bid.
 3. Disclosure of an active and compliant Ohio Bureau of Workers Compensation insurance policy.
 4. Disclosure of any license issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder.
 5. Disclosure of any legal judgments against the bidder during the ten (10) years prior to the submission of the bid.

6. Disclosure of the relevant experience of the bidder, including the number of years in business under its present and any former business names.
7. A complete listing of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project.
8. Disclosure of any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid.
9. Description of the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project.
10. If the bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the state of Ohio.
11. Disclosure of any debarments of the bidder by any public authority in the United States during the ten (10) years prior to the submission of the bid.
12. Description of the bidder's Occupational Safety and Health Administration compliant safety program.
13. Disclosure of an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio.
14. An estimate of the percentage of the bidder's workforce that resides in Wood, Hancock, Putnam, Henry, Lucas, Sandusky, and Ottawa Ohio counties.
15. Disclosure of the percentage of the bidder's workforce that has five (5) or more years of experience within their trade.

F. Any construction management or design-build firm hired by the city shall only contract with bidders that comply with the requirements of § 252.052.

G. Any construction management or design-build firm hired by the city shall include § 252.052 as part of its prequalification requirements for prospective bidders.

H. Contractors and subcontractors awarded a contract by a construction management or design-build firm on a city project shall comply with §

252.052.

- I. The City or a construction management or design-build firm hired by the City shall require a bidder to provide evidence of its compliance or the compliance of its subcontractors with § 252.052.

Section 2. Conflicting Ordinances. Any ordinance, provision of any ordinance, or resolution of the Perrysburg Municipal Code in conflict with the provisions of this ordinance is hereby repealed.

Section 3. Severability. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor of Perrysburg and publication as required by law.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____