



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

July 18, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of June 20, 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

Ordinance# 23-2023

AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

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

b. Safety

Resolution# 71-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT FOR THE OHIO AMBULANCE TRANSPORTATION PROGRAM TO ACCEPT FUNDS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00); 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

Ordinance# 15-2023

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE
266.15-2

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

f. Public Utilities

Resolution# 72-2023

AUTHORIZING A FIFTY THOUSAND FOURTEEN DOLLAR
AND NINETY-TWO CENT (\$50,014.92) SEWER INFRASTRUCTURE
COST RECOVERY REFUND TO SABA HOME BUILDERS LLC AND
DECLARING AN EMERGENCY

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

Resolution# 73-2023

A RESOLUTION AMENDING RESOLUTION 15-2023 AND AUTHORIZING A
CHANGE ORDER TO THE AGREEMENT WITH JONES & HENRY
ENGINEERS, LTD. IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN
THOUSAND DOLLARS AND ZERO CENTS (\$87,000.00) FOR
ENGINEERING AND DESIGN SERVICES FOR THE GRASSY CREEK
INTERCEPTOR REHABILITATION PROJECT; AND DECLARING AN
EMERGENCY

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

g. Service

Resolution# 74-2023

AUTHORIZING AN AGREEMENT WITH CARGILL INCORPORATED – SALT,
ROAD SAFETY, TO PROVIDE BULK ROAD SALT FOR THE 2023-2024
WINTER SEASON; AND DECLARING AN EMERGENCY

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

10. Other Business

11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinance 23-2023

DATE: July 13, 2023



Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the end of June 2023 it was found that 44 modifications need to be made.

These modifications can be found in Exhibit A.

The Finance Committee reviewed this legislation at their meeting held July 11, 2023 and unanimously forwarded it to City Council for review.

Financial Review

The accounts associated with the modifications can be found in Exhibit A.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 23-2023

AMENDING ORDINANCE 56-2022 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2023, the City of Perrysburg, Ohio, approved the 2023 city budget pursuant to Ordinance 56-2022 and subsequently amended by Ordinance 1-2023 and Ordinance 22-2023; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2023 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 56-2022.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2023, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 56-2022, that ordinance is amended.

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

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

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Budget Amendments - July 2023

Department	Account	Amount	Description
Council	1110-11001-50001	\$ 500.00	Council Salaries
Council	1110-11001-51010	\$ 100.00	Council OPERS
Council	1110-11001-51030	\$ 10.00	Council Medicare
Council	1110-11001-54999	\$ (610.00)	Council - Other Supplies
Mayor	1110-11003-54999	\$ (750.00)	Other - Supplies and Materials
Mayor	1110-11003-52400	\$ 750.00	Travel and Meals
HR	1110-11005-50201	\$ 11,000.00	Salaries
HR	1110-11005-51010	\$ 1,540.00	OPERS
HR	1110-11005-51030	\$ 160.00	Medicare
HR	1110-11005-51300	\$ 570.00	Deferred Comp
Prosecutor	1110-21010-50201	\$ 16,000.00	Salaries
Prosecutor	1110-21010-51010	\$ 2,250.00	OPERS
Prosecutor	1110-21010-51030	\$ 250.00	Medicare
Prosecutor	1110-21010-51300	\$ 900.00	Deferred Comp
Police	1110-21232-56400	\$ 35.00	Refund & Reimbursement - Safety Town
Fire	1110-21233-50201	\$ 6,800.00	Salaries
Fire	1110-21233-50250	\$ 1,400.00	Salaries
Fire	1110-21233-50265	\$ 125,000.00	Salaries
Fire	1110-21233-50266	\$ 103.20	Salaries
Fire	1110-21233-50267	\$ (20,000.00)	Salaries
Fire	1110-21233-51010	\$ 952.00	OPERS
Fire	1110-21233-51030	\$ 1,500.00	Medicare
Fire	1110-21233-51300	\$ 300.00	Deferred Comp
Fire	1110-21233-54401	\$ (7,000.00)	Uniforms, Clothing, and Boots
Fire	1110-21233-53999	\$ 7,000.00	Other - Services
Recreation	1110-41646-56400	\$ 1,000.00	Refund and Reimbursements
P & Z	1110-51234-50201	\$ 5,500.00	Salaries
P & Z	1110-51234-51010	\$ 775.00	OPERS
P & Z	1110-51234-51030	\$ 80.00	Medicare
P & Z	1110-51234-51300	\$ 320.00	Deferred Comp
P & Z	1110-51234-56400	\$ 100.00	Refund and Reimbursements
Grant	2200-11156-55999	\$ 25,065.50	ODOT Grant Payment to Contractor
Grant	2201-21232-54999	\$ 4,819.10	State Bulletproof Vest Grant
Lights	2225-93238-53100	\$ 235,000.00	Utilities Street Lights - not in original budget
Street Trees	2236-71645-56400	\$ 100.00	Refund and Reimbursements
Court	2238-11820-53215	\$ 80,000.00	Court Audio/Visual System and Additional Services
Court	2239-11920-52200	\$ 3,000.00	Court - Travel, Registration, Dues, Memberships
Court	2822-21232-56900	\$ 300.00	Court Ordered Remittance
DPU	5332-61815-53411	\$ 120,000.00	Increased Legal Fees
DPU	5402-61826-53412	\$ 4,000.00	Auditor and Treasurer Fees
Postage	6802-11102-53220	\$ (1,000.00)	Postage Meter - Services to Supplies
Postage	6802-11102-54999	\$ 1,000.00	Postage Meter - Services to Supplies
Police	1110-21232-53215	\$ (100,000.00)	Communication/Technical Services
Police	4403-21232-55600	\$ 100,000.00	Motor Vehicles

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 71-2023

DATE: July 13, 2023



Subject Matter/Background

As a part of funds received from the American Rescue Plan Act of 2021, The State of Ohio set aside \$20 million dollars for additional pay for certain ambulance workers and first responders who were on the frontlines during the pandemic. This resolution authorizes the City to enter into an agreement with the State of Ohio to claim these funds for distribution to eligible City employees. Upon approval the City will work with the IAFF to draft a MOU for the dispersal of funds.

Financial Review

There is no funding needed for this resolution.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 71-2023

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT FOR THE OHIO AMBULANCE TRANSPORTATION PROGRAM TO ACCEPT FUNDS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS AND 00/100 (\$20,000.00); AND DECLARING AN EMERGENCY.

WHEREAS, The American Rescue Plan Act (“ARPA”) was signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and,

WHEREAS, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0130 from the United States Department of the Treasury (“Treasury”); and,

WHEREAS, pursuant to Section 280.10 of Amended Substitute House Bill 45 (“H.B. 45”), the 134th General Assembly of the State of Ohio appropriated \$20 million in SLFRF funds to OBM in appropriation item 042627, Ohio Ambulance Transportation; and

WHEREAS, pursuant to Section 280.10 of H.B. 45, appropriation item 042627, Ohio Ambulance Transportation, shall be used by OBM to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid during the current state fiscal year; and,

WHEREAS, ambulance transportation providers shall use the funds to provide premium pay to eligible workers; and,

WHEREAS, it is the intent of the Parties for OBM to provide funding to the Subrecipient for eligible expenditures under ARPA, as further provided for in H.B. 45; and,

WHEREAS, Council finds good cause to enter into an agreement with the State of Ohio, through the Ohio Office of Budget and Management for the Ohio Ambulance Transportation Program; therefore,

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

SECTION 1. That Council hereby authorizes the Mayor to enter into an agreement with the State of Ohio, through the Ohio Office of Budget and Management for the Ohio Ambulance Transportation Program to accept funds in the amount of twenty thousand dollars and 00/100 (\$20,000.00).

SECTION 2. That a copy of such agreement shall be attached hereto and made a part of hereof.

SECTION 3. 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 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Perrysburg, Wood County, Ohio and shall be in full force and effect from and immediately after its passage and approval by the Mayor

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 15-2023

DATE: July 14, 2023



Subject Matter/Background

The City of Perrysburg has determined it is appropriate to update 266.15-2 in order to develop new positions in the IT Department, correct the placement of Tax Administrator and update the job titles of certain employees to better reflect the Perrysburg Codified Ordinances. While there are new positions being added, all of these positions will not be filled immediately. This amendment accommodates prospective growth in the IT Department and will allow for employee growth without necessitating change to the Code.

Financial Review

There is no financial impact to this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 15-2023

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE 266.15-2

WHEREAS, Perrysburg Codified Ordinance 266.15-2 establishes the job titles for Executive Staff, Senior Administrative Staff and Administrative City employees; and,

WHEREAS, the City of Perrysburg has determined it necessary to update and add certain job titles to Code Section 266.15-2; and,

WHEREAS, at their meeting on June 27, 2023, the Personnel Committee reviewed the changes and additions of job titles and recommended the change be forwarded to City Council.

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 Director of Public Utilities
	Deputy Fire Chief
	Deputy Police Chief
	Human Resources Manager
	IT Manager
	Police Lieutenant
	Police Support Services Manager (Dispatch, Records)
	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 rates 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	Director of Finance
	Director of Law
	Director of Public Safety
	Director of Public Service
	Director of Public Utilities
	Fire Chief
	Municipal Court Prosecutor
	Planning and Zoning Administrator
	Police Chief
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
	GIS/Software Administrator
	Hardware/Network/Operations Administrator
	Human Resources Manager
	IT Manager
	Police Lieutenant

	Police Support Services Manager (Dispatch, Records)
	Tax Administrator
	WWTP (Wastewater Treatment Program) Manager
Band D	Assistant Prosecutor
Minimum Salary \$50,000	GIS/Software Engineer
Maximum Salary \$100,000	Hardware/Operations Engineer
	OSH Coordinator
	Police Support Services Supervisor
	Staff Engineer
	Superintendent of Field Operations
	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
	Hardware/Operations Technician
	Legal Assistant
	Zoning Inspector
	Public Information Officer
	HR Coordinator
	Storm Water Program Technician

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 72-2023

DATE: July 13, 2023



Subject Matter/Background

Upon review, the Department of Utilities realized it had overestimated the fees regarding the Sewer Infrastructure Cost Recovery (SICR) process and certain properties owned by Saba Home Builders. These errors resulted in Saba Builders overpaying for fees regarding sewer installation in subdivisions. Therefore, the City intends to refund Saba for their overpayment in the amount of \$50,014.92.

Financial Review

The refund will be paid out of Account # - 5402-61826-56400

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 72-2023

AUTHORIZING A FIFTY THOUSAND FOURTEEN DOLLAR AND NINETY-TWO CENT (\$50,014.92) SEWER INFRASTRUCTURE COST RECOVERY REFUND TO SABA HOME BUILDERS LLC AND DECLARING AN EMERGENCY

WHEREAS, Saba Home Builders LLC is a developer that develops subdivisions within the City of Perrysburg, Ohio; and

WHEREAS, the Sewer Infrastructure Cost Recovery (SICR) process, is the process by which the City recovers the cost of sewers built through subdivisions. These sewers are built at larger size and greater depth for the City's benefit but initially at the developer's cost; and

WHEREAS, Until there are actual costs provided to the City from the developer, an estimated cost is used and the estimated fees are included in the cost of the permits for water, sanitary, and stormwater taps; and

WHEREAS, it was recently discovered that the SICR cost estimate and charges for the Hawthorne – Plat 7 and Canterbury – Plat 3 subdivisions were overestimated, causing Saba Home Builders LLC to make an overpayment; and

WHEREAS, following an investigation by the City's Public Utilities Division, it was determined that a SICR refund is in order to remedy the overpayment.

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

SECTION 1. To remedy the overpayment of SICR fees by Saba Home Builders LLC, City Council approves a Fifty Thousand Fourteen Dollars and Ninety-Two Cent (\$50,014.92) SICR refund to Saba Home Builders LLC.

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.

Res 72-2023

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 most immediately rectify the SICR billing issues, 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: _____

City of Perrysburg

Department of Public Utilities

SICR Correction - Hawthorne, Plat 7 & Canterbury, Plat 3

3/17/2023

Subdivision Plat		Hawthorne 7				
Lot No.	Address	Year	Original SICR	Corrected SICR	Amt Due	
162	1042 Dwyer	2022	\$232.07	\$0.00	\$232.07	
165	1030 Dwyer	2021	\$232.07	\$0.00	\$232.07	
166	1026 Dwyer	2021	\$232.07	\$0.00	\$232.07	
168	1018 Dwyer	2022	\$232.07	\$0.00	\$232.07	
169	1014 Dwyer	2022	\$232.07	\$0.00	\$232.07	
171	128 Barton Creek	2021	\$232.07	\$0.00	\$232.07	
176	1009 Dwyer	2022	\$232.07	\$0.00	\$232.07	
177	1013 Dwyer	2022	\$232.07	\$0.00	\$232.07	
178	1017 Dwyer	2022	\$232.07	\$0.00	\$232.07	
179	1021 Dwyer	2022	\$232.07	\$0.00	\$232.07	
180	1025 Dwyer	2021	\$232.07	\$0.00	\$232.07	
181	1033 Dwyer	2021	\$232.07	\$0.00	\$232.07	
Total					\$2,784.84	
Subdivision Plat		Canterbury 3				
Lot No.	Address	Year	Original SICR	Corrected SICR	Amt Due	
68	1022 Brampton	2022	\$3,175.88	\$224.00	\$2,951.88	
69	1020 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
71	1016 Brampton	2022	\$3,175.88	\$224.00	\$2,951.88	
72	1014 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
73	1012 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
79	1000 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
83	1007 Bampton	2021	\$3,175.88	\$224.00	\$2,951.88	
84	1009 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
85	1011 Brampton	2021	\$3,175.88	\$224.00	\$2,951.88	
90	1021 Brampton	2022	\$3,175.88	\$224.00	\$2,951.88	
91	1023 Brampton	2022	\$3,175.88	\$224.00	\$2,951.88	
92	1025 Brampton	2022	\$3,175.88	\$224.00	\$2,951.88	
93	106 Old Dover	2021	\$3,175.88	\$224.00	\$2,951.88	
99	105 Old Dover	2021	\$3,175.88	\$224.00	\$2,951.88	
101	109 Old Dover	2021	\$3,175.88	\$224.00	\$2,951.88	
103	113 Old Dover	2021	\$3,175.88	\$224.00	\$2,951.88	
Total					\$47,230.08	
Total Reimbursement					\$50,014.92	

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 73-2023

DATE: July 13, 2023



Subject Matter/Background

In March of this year Council passed Resolution 15-2023 authorizing an agreement with Jones & Henry Engineers, LTD. for preliminary and detailed design for rehabilitating the Grassy Creek Interceptor. That agreement had a not to exceed limit \$63,000.00. Since then, additional construction engineering services have become necessary to complete the preliminary and detailed design for rehabilitating the Grassy Creek Interceptor. Therefore, the Public Utilities Committee would like to amend Resolution 15-2023 to add an additional \$24,000.00 to the not to exceed limit.

Financial Review

Account # - 5402-61826-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 73-2023

**A RESOLUTION AMENDING RESOLUTION 15-2023 AND
AUTHORIZING A CHANGE ORDER TO THE AGREEMENT WITH
JONES & HENRY ENGINEERS, LTD. IN AN AMOUNT NOT TO
EXCEED EIGHTY-SEVEN THOUSAND DOLLARS AND ZERO
CENTS (\$87,000.00) FOR ENGINEERING AND DESIGN SERVICES
FOR THE GRASSY CREEK INTERCEPTOR REHABILITATION
PROJECT; AND DECLARING AN EMERGENCY**

WHEREAS, on March 7, 2023, the City of Perrysburg, Ohio passed Resolution 15-2023 authorizing the Mayor and Director of Finance to enter into an agreement with Jones & Henry Engineers, LTD. for preliminary and detailed design for rehabilitating the Grassy Creek Interceptor; and

WHEREAS, that agreement had a not to exceed limit of Sixty-Three Thousand Dollars and Zero Cents (\$63,000.00); and,

WHEREAS, additional construction engineering services are necessary to complete the preliminary and detailed design for rehabilitating the Grassy Creek Interceptor; and,

WHEREAS, the Public Utilities Committee would like to amend Resolution 15-2023 to add an additional Twenty-Four Thousand Dollars and Zero Cents (\$24,000.00) to the not to exceed limit.

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

SECTION 1. City Council authorizes this amendment to the original resolution authorizing the Mayor and Director of Finance to execute an Amended Agreement with Jones & Henry Engineers, LTD. in an amount not to exceed Eighty-Seven Thousand Dollars and Zero Cents (\$87,000.00) for preliminary and detailed design for rehabilitating the Grassy Creek Interceptor, as outlined in the amendment 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 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, in order to address the structural issues in a timely manner and maintain timelines with the OEPA for the health of 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: _____

Amendment 1 To Task Order No. 2

1. Background Data:

- a. Effective Date of Task Order: March 8, 2023
- b. Owner: City of Perrysburg, Ohio
- c. Engineer: Jones & Henry Engineers
- d. Specific Project: Grassy Creek Interceptor Rehabilitation

2. Description of Modifications

- a. Engineer shall perform the following Additional Services: Construction Engineering
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: See attached letter dated June 20, 2023.
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$24,000.00
- e. The schedule for rendering services under this Task Order is modified as follows: Schedule will follow construction of improvements.
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: N/A
- g. Task Order 2 – Amendment No. 1 – Construction Engineering Services letter dated June 20, 2023.

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$63,000.00
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$24,000.00
- d. Adjusted Task Order amount: \$87,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

PROJECT NAME: Grassy Creek Interceptor Rehabilitation

OWNER:

ENGINEER:

By: _____

By: Bradley F. Lowery

Title: _____

Title: President

Date

Date

Signed: _____

Signed: June 20, 2023

By: Chadler A. Bennett

Title: Treasurer

Date

Signed: June 20, 2023



June 20, 2023

AJ Coleman, P.E.
Deputy-Director of Public Utilities
211 East Boundary Street
Perrysburg, OH 43551

Subject: City of Perrysburg, Ohio
Grassy Creek Interceptor Rehabilitation
Task Order 2 – Amendment No. 1
Construction Engineering Services
238-8056.001

Dear Mr. Coleman,

The above-referenced Task Order is proposed to be amended as follows:

Under Amendment No. 1, we will provide Construction Engineering Services to support the construction of the above noted improvements.

The services provided will be consistent with Task Order 2 on March 8, 2023, by the City.

The fee for the additional engineering services is as follows:

Original Contract Amount – Design Engineering	\$ 63,000.00
Amendment No. 1 – Construction Engineering ¹	\$ 24,000.00
Amended Contract Amount	\$ 87,000.00

Invoices for completed work will be based on actual labor hours and expenses consumed to complete the work. Detailed invoices outlining hours and expenses consumed will be provided monthly for review and approval by the City.

This Amendment revises the scope of services to be provided in the original Task Order and authorizes a change in fee for the revised in scope of services. All other terms and conditions of the original Task Order remain in effect.

¹ We have assumed construction engineering services will include assistance with shop drawing review, meeting attendance, and technical assistance when requested. The City will be handling pay applications, shopping drawing approval and RPR services.

Grassy Creek Interceptor Rehabilitation
Task Order 2 – Amendment No. 1
238-8056.001
June 20, 2023
Page 2



The parties listed below acknowledge they have authorization to execute this amendment, and therefore, amend the Task Order.

We appreciate the opportunity to present this proposal for your consideration. Please contact me if you need clarifications or additional information.

If acceptable, please sign and return one copy.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

A handwritten signature in blue ink, reading 'Theodore A. Bennett', is written over the company name.

Theodore A. Bennett, P.E.
Chief Engineer

TAB/krd

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 74-2023

DATE: July 13, 2023



Subject Matter/Background

A Resolution authorizing awarding a bid and agreement with Cargill Incorporated for road salt to be used in City snowplows during the winter months. Of the three bids received, Cargill had the lowest and best bid, and an even lower cost per ton than our cost last year, at \$57.99 per ton.

Financial Review

This purchase will come out of the 2023 budget, Account 2224-71548-54999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 74-2023

AUTHORIZING AN AGREEMENT WITH CARGILL INCORPORATED – SALT, ROAD SAFETY, TO PROVIDE BULK ROAD SALT FOR THE 2023-2024 WINTER SEASON; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, has determined that it is necessary to purchase road salt for the 2023-2024 winter season; and

WHEREAS, the City of Perrysburg solicited bids for road salt and received three qualifying bids from Morton Salt, Cargill Incorporated – Salt, Road Safety, and Compass Mineral; and

WHEREAS, the bid received from Cargill Incorporated – Salt, Road Safety was determined to be the lowest, best, most qualified bid; and

WHEREAS, Cargill Incorporated – Salt, Road Safety has agreed to supply and deliver road salt at a rate of \$57.99 per ton for 4,000 tons for a total amount of Two Hundred Thirty-One Thousand Nine Hundred Sixty Dollars and Zero Cents (\$231,960.00); and

WHEREAS, the Service Committee considered the legislation at its June 27, 2023 meeting and unanimously recommended its advancement to the City Council.

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 Cargill Incorporated – Salt, Road Safety to purchase road salt for 57.99 per ton for 4,000 tons for a total amount of Two Hundred Thirty-One Thousand Nine Hundred Sixty Dollars and Zero Cents (\$231,960.00).

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.

Res 74-2023

SECTION 3. This Resolution is hereby declared to be an emergency measure to expedite the project and to promote safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

General Info

Total:

\$231,960.00

Number	Description
2023 Bulk De-Icing Salt	The City of Perrysburg is accepting bids for its annual supply of bulk de-icing salt to be used by the Department of Public Service Division of Streets in the Snow and Ice Control Program.
Deadline	
06/15/2023 02:00 PM EDT	
Vendor	Allows zero unit prices and labor
Cargill, Incorporated - Salt Road Safety	Yes
Submitted	Allows negative unit prices and labor
06/14/2023 01:17 PM EDT	Yes
Signed by	
Malinda Urian	
Account Holder Customer Care	
Opened	
06/15/2023 02:00 PM EDT	
By	
bthomas@ci.perrysburg.oh.us	

Attachment List

LegalNotice.pdf (119 KB)
Legal Advertisement

Bulk De-icing Salt Specification.pdf (180 KB)
Bulk De-Icing Salt Specifications

Sample Chemical Agreement.pdf (280 KB)
Sample Agreement (for reference only)

Base Bid

\$231,960.00

Item Code	Description	Quantity	Units	Unit Price	Extension
SP	Bulk De-Icing Salt	4,000.0000	Ton	\$57.99	\$231,960.00
					Total: \$231,960.00

Substitutions/Options

Optional: Vendor is not required to complete.

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

Bulk De-Icing Salt *

No bid

Proposal for Chemical, Material or Services

Bidding Entity Name *

Cargill Incorporated, Salt- Road Safety

Bidder Representative Name *

Malinda Urian

Title *

Customer Care Representative II

Principal Place of Business Address *

24950 Country Club Blvd, Suite 450

Principal Place of Business City *

North Olmsted

Principal Place of Business State *

Ohio

Principal Place of Business Zip Code *

44070

Telephone *

(800) 600-7258

Fax *

(440) 716-0763

Email *

salt_customercareroadsafety@cargill.com

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

If prices quoted are not firm **for the contract period of one year**, method of price adjustment or dates for which quoted prices are valid must be shown in the "Substitution/Options" section.

The City reserves the right to execute a contract with more than one vendor.

The contract shall be awarded for 1 year.

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 *

Malinda Urian

Entity Name *

Cargill Incorporated, Salt- Road Safety

doing business as a

Type *

Corporation

organized under the laws of the State of

State *

Ohio

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	FINAL WITH PRICING.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: *

Lorain

Bid Identification *

2023 Bulk De-Icing Salt

Bidder's Name *

Cargill Incorporated, Salt- Road Safety

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

*

other

Enter response if "other" was selected

Power of Attorney Individual

of (company name): *

Cargill, Incorporated - Salt Road Safety

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: *

Malinda Urian

Title: *

Customer Care Representative II



24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

JUNE, 7TH, 2023

City of Perrysburg
127 West Fifth Street
Perrysburg, OH 43551

RE: City of Perrysburg

Cargill, Incorporated – Salt, Road Safety ("Cargill") is pleased to submit the following bid on your deicing requirements for the winter season of 2023-2024.

- Bulk Deicing Salt: Deicer Salt 100011135
- Terminal: Toledo, OH
- Delivery: \$ 57.99 per/ton DUMPED

The above price will remain firm through the contract period of **6/16/2023** through **6/15/2024** only if acceptance of Cargill's price is received within 60 days of the bid opening or date of this letter if there is no specified opening date.

Initial orders may be placed by contacting our Customer Care Team at phone number 1-800-600-SALT (7258) or email Salt_customerarcareroadsafety@cargill.com . Deliveries will be made in **22-ton minimum truckloads**, approximately 5 business days after receipt of order. Our terms are net 30 days.

Thank you for considering Cargill, Incorporated – Salt, Road Safety as your deicing supplier. If you have any questions, or if we can be of any service, please feel free to contact us at any time.

Sincerely,

A handwritten signature in blue ink that reads "Malinda Urian". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Malinda Urian
Customer Care Representative II
Cargill, Incorporated-Salt, Road Safety
Phone: 800-600-7258
Email: Salt_customerarcareroadsafety@cargill.com

LEGAL NOTICE

Bids will be received via the Bid Express website at www.bidexpress.com until **2:00 PM on June 15, 2023**, and then publicly opened in the Engineering Conference Room, 127 West Fifth Street, Perrysburg, Ohio 43551 for the furnishing of:

BULK DE-ICING SALT

Bids must be submitted via Bid Express at www.bidexpress.com using the electronic forms furnished by the City. Paper and fax copies will not be accepted for bid submittal. Free registration with Bid Express will allow a bidder to review and print all project plans. A digital ID or electronic signature along with a per bid fee or monthly subscription will be required for bidders to submit an electronic bid.

Each Bid must be accompanied by a Bid Bond in the form of a Certified Check on a solvent bank, money order, irrevocable letter of credit, cashier's check or surety bond payable to the City of Perrysburg, Ohio, in an amount of \$1,000.

The City reserves the right reject any and all bids; and reserves the right to accept or reject any and all optional bids offered; and reserves the right to waive any minor informalities or irregularities in the bids received. The City reserves the right to enter into contracts with more than one vendor.

The contract shall be awarded for the period of one year.

Prospective bidders may address inquiries through the Bid Express website.

Brian Thomas

Brian Thomas, P.E., P.S.
City Engineer

TO BE ADVERTISED: May 31, 2023 and June 7, 2023

CITY OF PERRYSBURG

BULK DE-ICING SALT

This specification covers a grade of sodium chloride intended for de-icing purposes on streets and sidewalks. An annual amount of approximately 4,000 Tones (more or less) of bulk de-icing road salt for the City of Perrysburg in accordance with ASTM designation D-632, Type 1, Grade 1, as modified (see below). Price to be per Ton as indicated on the proposal shall be inclusive of all costs, including but not limited to, storage, delivery and material cost.

Chemical Requirement:

The sodium chloride shall meet the following requirements:

Sodium Chloride95% Min.
Moisture, Calcium-Magnesium Salt and Insoluble Matter..... 5% Total Max.

Physical Requirements:

The sodium chloride shall have a gradation meeting the following particle size distribution:

Sieve Size	Percent Passing (by weight)
3/4"	-
1/2"	100
3/8"	95 to 100
No. 4	20 to 90
No. 8	10 to 60
No. 30	0 to 10

Material passing the No. 30 sieve in excess of 10% will be deducted from the delivered weight of the salt.

Anti-Caking Additives/Agents:

All rock salt delivered must be treated with sufficient amounts of anti-caking additives/chemicals so as the rock salt will remain in a free flowing, usable condition (without the presence of clumping) while being stored in the receiving agency's storage facility.

Inspection:

The City of Perrysburg or their authorized representative shall be allowed to sample the sodium chloride at the storage area prior to shipment. These tests shall be for the purposed of determining acceptance, rejection, and/or adjustment in delivered weight.

CITY OF PERRYSBURG

Delivery:

The sodium chloride shall be in a free-flowing and usable condition upon delivery to the City of Perrysburg. The salt shall be shipped in bulk via truck(s) to the City of Perrysburg, delivery address 11980 Roachton Road, Perrysburg, Ohio in varying quantities as needed by the City of Perrysburg. All bulk de-icing salt shall be delivered no later than November 1st of each respective year, unless otherwise agreed to by the City of Perrysburg. Delivery shall be coordinated with the City of Perrysburg and shall be accommodated within seven (7) business days from notification specifying quantity of salt required.

Storage:

Bidder shall store all undelivered salt until delivered to the City of Perrysburg on the City's request.

CITY OF PERRYSBURG

AGGREEMENT Between
City of Perrysburg
And
<<Company Name>>
for Supply of Ferrous Chloride

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the *City of Perrysburg, Ohio*, a municipal corporation [hereinafter referred to as "**City**"] and **<<Company_Name>**, **<<Address>**, **<<City_State_Zip>**, a **<<State>>** corporation/company [hereinafter referred to as "**<<Company_Name>**"], for supplying Ferrous Chloride to the City, pursuant to §735.05 of the Ohio Revised Code for the period of _____ through _____:

WITNESSETH:

WHEREAS, pursuant to an accepted Proposal by Contractor [hereinafter referred to as "Proposal"], opened on BID OPENING DATE, the **City** desires to enter an Agreement with Contractor for providing **Ferrous Chloride** sufficient to the needs of the **City**;

AND WHEREAS, **<<Company_Name>** shall consent to provide such goods or services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements between the parties contained herein, the parties hereby agree as follows:

1. Terms and Conditions; Scope of Service.

In consideration of the payments to be made under this Agreement by the **City** to **<<Company_Name>**, **<<Company_Name>** agrees to provide Ferrous Chloride, as described in the Proposal opened on BID OPENING DATE, a copy of which is attached to this Agreement and is incorporated with it by reference to the Proposal. The goods or services are to be delivered or provided at a time annually determined by the **City** during the term of this Agreement

The parties agree that the scope of the performance required under this Agreement is limited to that which is described in this Section and in the incorporated Proposal; and that the goods or services to be provided must conform to those described in the Proposal.

The goods or services are to be delivered in a shipment or shipments to the **City** on a date or dates agreed to by the **City** and the Contractor. Any such schedule is to be attached and incorporated to this contract. The parties agree that the goods or services may be delivered to the **City** up to 2 business days before the date which the **City** selects; and that the **City** reserves the right to determine an alternate site for delivery.

CITY OF PERRYSBURG

The parties further agree that the Contractor shall fully perform its duties under this Agreement, regardless of conditions beyond the control of either party. Such conditions include, but are not limited to: disease, adverse acts of nature, accident, fire, and labor action. The parties agree that such performance under this Agreement might require the Contractor to engage the services and materials of subcontractors.

2. Payment.

A. The parties agree that the City shall pay to «Company_Name», on a schedule agreed to by the parties, the Proposal amount of bid price (\$XXX.XX).

B. The City reserves the right, at its sole discretion, to accept the return of any or all payments made by the City pursuant to this Agreement in the event that Contractor defaults on any term of this Agreement. In the event that the Contractor ceases business operations because of dissolution of the entity identity, bankruptcy, sale, merger, or other causes, the City may elect, at its sole discretion, to take possession of all materials that are the subject of this Agreement in lieu of the return of partial payments already made to the Contractor.

3. Damages/Remedies/Limits of Liability.

In addition to the remedy recited at §2(B) of this Agreement, the parties agree that the Contractor shall not be held liable for any incidental or consequential damages that result from performance under this Agreement.

The parties agree that the City may choose to exercise as a remedy the replacement of any defective goods or those that do not conform to the items specifically described in the Proposal, upon inspection by the City.

The parties further agree that the Contractor shall not be held liable for replacement of any goods that are damaged, compromised, or destroyed by acts or omissions of any employee of the City or other persons not party to this Agreement; nor shall Contractor be held liable for replacing goods that are damaged, compromised, or destroyed after delivery to the City.

4. Termination of this Agreement.

For the duration of this Agreement, the parties agree that failure by «Company_Name» to comply with any of this Agreement's terms and conditions, the City may terminate this Agreement upon 30 days' written notice. If the City exercises its right to terminate this Agreement, any fees or charges then due to the Contractor shall be paid pursuant to §2 and §3 of this Agreement, prorated to the date of the termination.

Except for payment of then-owing fees by the City to «Company_Name» both parties would, upon termination of this Agreement, be relieved of its terms and the obligations created pursuant

CITY OF PERRYSBURG

to this Agreement. In the event that «Company_Name» gives 30 days' notice of its intent to terminate this Agreement, the City may choose to exercise its payment and damages remedies as described in §2 and §3 of this Agreement.

The parties agree to discuss revision of parts of this Agreement if, during its term of duration, the Agreement or part of it becomes void or voidable because of changes to any statute, Ordinance, or regulation governing Agreements of this type. Any additional terms agreed to shall not serve to render void all other terms of this Agreement.

IN WITNESS WHEREOF, and in full recognition and understanding of the promises described in this Agreement; and in consideration of all of the mutual covenants and agreements contained in this Agreement, the parties have executed this Agreement the day and year first above written

For CITY of PERRYSBURG, OHIO

For «Company_Name»

Tom Mackin
Mayor

Signed

ATTEST:

Printed Name

Elaine Pantorno, Executive Assistant

Title

Date

Date

Approved as to form:

Kathryn Sandretto
City Law Director

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Cargill, Incorporated - Salt, Road Safety

of 24950 Country Club Blvd., #450, North Olmstead, OH 44070

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto CITY OF PERRYSBURG

ONE THOUSAND

(hereinafter called the Obligee) in the penal sum of _____

Dollars (\$ 1,000)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bulk Road Salt

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with the surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 7TH day of JUNE, 2023.

Katelyn Duche

KATELYN DUCHE

Witness

Cargill, Incorporated - Salt, Road Safety (Seal)

Principal

Malinda Urian

CUSTOMER CARE REPRESENTATIVE II Title
MALINDA URIAN

Liberty Mutual Insurance Company

Ann Kloempken

Ann Kloempken

Witness

{

By S.R. Donovan

S.R. Donovan

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8203845-985166**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, S.R. Donovan, Susan Mercer

all of the city of Wayzata state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of June, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of June, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7TH day of JUNE, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

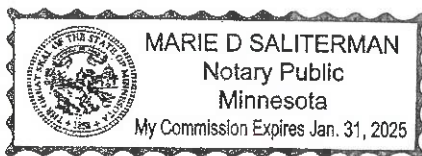
Acknowledgment

STATE OF MINNESOTA }
 } ss.
COUNTY OF HENNEPIN }

On this 7TH day of JUNE, 2023, before me a Notary Public within and for said County, personally appeared S. R. DONOVAN to me personally known, who being by me duly sworn did say that she is the Attorney-in-Fact of LIBERTY MUTAL INSURANCE COMPANY, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said S. R. DONOVAN acknowledged said instrument to be the free act and deed of said corporation.


Marie D. Saliterman, Notary Public

My Commission Expires: 1/31/2025



POWER OF ATTORNEY
Cargill, Incorporated – Salt, Road Safety

Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), and having its home office in the City of Wayzata, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

Jim Anderson	Tatyana Huhn	Alison Marincek
Rhiannah Antrum	Brittney Ingold	Raven Mitchell
Jessica Bouman	Kaitlyn L. Jackson	Chris Morr
Shelly Brown	Cindy Jasso	Cara Morrison
Heather Campbell	Tom Juhasz	Nora Mouqqadim
Deseree Caver	Aaron Keeney	Justen Ollendick
Sara Cope	Mary Kleiner	Angele Peterson
Jean R. Davis	Keith Klug	Sean M. Riley
Adam Donegan	Amanda Knaus	Katelyn Rumpf
Katelyn Duché	Denise A. Koch	Christine M. Rupert
Hailey Elson	Eric Koester	Anna Sarley
Chris Gampfer	Brittany Kwasny	Malinda Urian
Nadine Gilbert	Sarah Liederbach	George Varga

each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Corporation may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of the Salt group, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its Vice President, Cargill Salt, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 28th day of March, 2023.

Cargill, Incorporated

DocuSigned by:
Christine Rupert
2CA11F3A20554B8...

By: _____
Christine Rupert, Vice President, Cargill Salt

DocuSigned by:
Matthew R. Wright
9C1B5207F4B84E1...

Attest: _____
Matthew R. Wright, Assistant Corporate Secretary



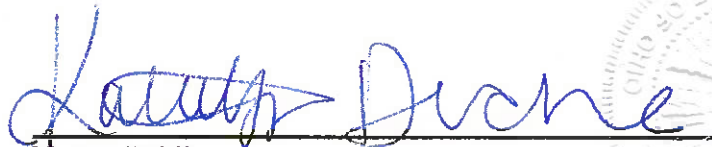
STATE OF OHIO

) ss

COUNTY OF LORAIN

On, June, 6th 2023 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Malinda Urian known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

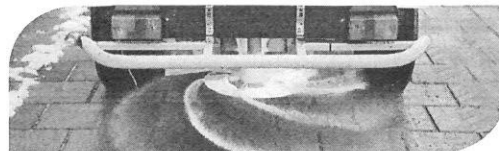
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.


Notary Public



Katelyn Duche
Notary Public
State of Ohio
My Commission Expires
November 25, 2023

Bulk Ice Control Salt



Product Description and Application

Bulk Ice Control Salt

This product is a coarse screened, sodium chloride salt obtained from underground bedded salt deposits extracted by physical mining. This salt is intended for use only as a chemical deicer on highways and roadways.

This salt complies with ASTM D 632, Type 1, Grade 1, Standard Specification for Sodium Chloride. This salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

This product is not approved for human or animal consumption and is intended for use only in chemical or industrial applications.

Methods of Analysis

Methods of analysis and product performance evaluation based on ASTM E 534, ASTM D 632 and Cargill internal methods.

Producing Locations

This product is mined at Cargill Salt locations, Avery Island, LA; Cleveland, OH; Lansing, NY. Product of the USA.



Why Cargill?

- Salt products are an integral part of Cargill – one of the world's largest food ingredient providers and a recognized leader in the food processing industry.
- Our products go well beyond standard and high purity salt: Our Alberger® brand, Microsized®, Premier™, CMF®, sea salts, and our sodium reduction solutions such as Potassium Pro® and FlakeSelect®, make up the most extensive product line in the industry.
- We offer full EDI capabilities for customers who need to exchange information via Electronic Data Interchange and the only online ordering portal in the industry, www.cargillsaltstore.com.
- Cargill's nationwide distribution capabilities, combined with the best logistics and customer service specialists in the business, ensure that you get the right salt at the right time.

www.cargillsaltstore.com

Customer Service: (800) 600-SALT (7258)

Physical Information

Chemical Analysis

PHYSICAL	TYPICAL
Sodium Chloride (dry) CAS No. 7647-14-5 %	98.0
Water Insolubles %	2.0 max.
Surface Moisture %	1.0 max
Yellow Prussiate of Soda* CAS No. 13601-19-9 ppm	50

*Optional anti-caking agent

Sieve Analysis

PERCENT PARTICLE SIZE DISTRIBUTION (SCREENS)	OPENING INCHES	OPENING MICRONS	TYPICAL % PASSING
Sieve - USS 1/2 Mesh Retained	0.500	12500	100
Sieve - USS 3/8 Mesh Retained	0.375	9500	98
Sieve - USS 4 Mesh Retained	0.187	4750	75
Sieve - USS 8 Mesh Retained	0.0937	2360	42
Sieve - USS 30 Mesh Retained	0.0232	600	10

Bulk Density

PARAMETER	TYPICAL
Pounds per Cubic Foot	75
Grams per Liter	1200

Product Configuration

PRODUCT NAME	SAP DESCRIPTION	SAP NUMBER
Bulk Ice Control Salt		
Bulk	DEICER SALT ICE CNTRL BLK DR	100011135

CONTACT

Cargill Salt
P.O. Box 5621
Minneapolis, MN 55440
Phone: 888-385-SALT (7258)
www.cargillsalt.com

All specifications are approximate. Please contact your broker or Cargill representative for exact specifications.

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SALT-3892 (10/19)

www.cargillsalt.com
www.cargilldeicing.com





SAFETY DATA SHEET

1. Identification

Product identifier Bulk Ice Control Salt with YPS

Other means of identification

SDS number NB2

Synonyms Bulk Rock Salt with YPS * Ice Control Salt. * Halite * Sodium Chloride (Salt).

Recommended use Salt is intended for several industrial applications including deicing.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Cargill Incorporated

Address Minneapolis, MN 55440

Telephone 1-888-385-7258

Website www.cargillsalt.com

Emergency telephone number CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

Inhalation If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed such as: Carbon oxides (CO _x). Hydrogen Chloride (HCl). Hydrogen cyanide. Metal oxides.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
Individual protection measures, such as personal protective equipment	
Eyeface protection	Unvented, tight fitting goggles should be worn in dusty areas.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear suitable protective clothing.
Respiratory protection	If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H ₂ O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft ³
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

11. Toxicological Information

Information on likely routes of exposure

Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

Information on toxicological effects

Acute toxicity	In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.
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Components	Species	Test Results
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Sodium Chloride (CAS 7647-14-5)

Acute

Oral

LD50

Rat

3000 mg/kg

Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation

Dust in the eyes will cause irritation.

Respiratory or skin sensitization

Respiratory sensitization

Not available.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure

Not classified.

Specific target organ toxicity - repeated exposure

Not classified.

Aspiration hazard

Due to the physical form of the product it is not an aspiration hazard.

12. Ecological Information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

No data available.

Mobility in soil

No data available.

Other adverse effects

None known.

13. Disposal considerations

Disposal instructions

Collect and reclaim or dispose in sealed containers at licensed waste disposal site.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Bulk Ice Control Salt with YPS

922082 Version #: 02 Revision date: 18-February-2018 Issue date: 12-August-2014

SDS US

4 / 6

Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US, Massachusetts RTK - Substance List

Not regulated.

US, New Jersey Worker and Community Right-to-Know Act

Not listed.

US, Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US, Rhode Island RTK

Not regulated.

California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 2016 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins. For more information go to www.P65Warnings.ca.gov.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other Information, including date of preparation or last revision

Issue date 12-August-2014

Revision date 18-February-2018

Version # 02

HMIS® ratings
Health: 1
Flammability: 0
Physical hazard: 0
Personal protection: A

Disclaimer
All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

2023 Road Salt
Bid Opening: 6-15-23 @ 2:00 pm

		Cargill, Incorporated		Compass Minerals		Mort
Item	Quantity	Price	Extension	Price	Extension	Price
Base Bid						
SP - Bulk De-Icing Salt - Ton	4,000.0000	\$57.99	\$231,960.00	\$59.38	\$237,520.00	\$66.41
1 Items	Totals		\$231,960.00		\$237,520.00	

on Salt, Inc.
Extension
\$265,640.00
\$265,640.00