



**CITY OF PERRYSBURG  
CITY COUNCIL  
AGENDA**

September 19, 2023

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of September 5, 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# 91-2023**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CDI IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$39,560.00) FOR THE PURCHASE OF LASERFICHE CLOUD STORAGE SOFTWARE FOR VARIOUS CITY DIVISIONS; AND DECLARING AN EMERGENCY

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

**Resolution# 92-2023**

A RESOLUTION DECLARING THREE 2012 CHEVROLET TAHOES CURRENTLY USED BY THE DEPARTMENT OF PLANNING AND ZONING AS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY

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

**Resolution# 93-2023**

A RESOLUTION ACCEPTING AMOUNTS AND RATES DETERMINED BY THE BUDGET COMMISSION OF WOOD COUNTY, OHIO TO AUTHORIZE NECESSARY TAX LEVIES AND CERTIFY THEM TO THE COUNTY AUDITOR; AND DECLARING AN EMERGENCY

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

**Resolution# 94-2023**

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF THREE THOUSAND TWO HUNDRED NINETY DOLLARS AND FIFTY CENTS (\$3,290.50) AS ATTACHED IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

**Ordinance# 32-2023**

AN ORDINANCE 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**

**c. Recreation**

**Resolution# 95-2023**

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH PERRYSBURG ASPHALT & SEALCOATING FOR THE PURCHASE OF CRACK FILLING AND SEALCOATING SERVICES FOR CERTAIN PARK AND MULTIUSE PATHS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$35,555.00); AND DECLARING AN EMERGENCY

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

**Resolution# 96-2023**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH TETRA TECH FOR THE DESIGN OF THE MULTI-USE PATH EXTENSION THROUGH ORLEANS PARK, AS SHOWN IN PHASE 1 OF THE ORLEANS PARK MASTER PLAN, AT A COST NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00); AND

DECLARING AN EMERGENCY

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

**d. Planning & Zoning**

**e. Personnel**

**f. Public Utilities**

**Resolution# 97-2023**

A RESOLUTION AWARDING A BID AND AGREEMENT TO YARK CHEVROLET OF PERRYSBURG, IN AN AMOUNT OF FIFTY-NINE THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS AND ZERO CENTS (\$59,541.00) FOR A ONE TON CREW CAB TRUCK WITH A UTILITY BED FOR THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN EMERGENCY

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

**Resolution# 98-2023**

A RESOLUTION AWARDING A BID AND AGREEMENT TO DAVE WHITE CHEVROLET OF SYLVANIA, IN AN AMOUNT OF SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$63,335.00) FOR A ¾ TON CREW CAB TRUCK WITH A UTILITY BED FOR THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN EMERGENCY

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

**g. Service**

**10. Other Business**

**11. Adjournment**

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 91-2023

**DATE:** September 15, 2023



**Subject Matter/Background**

Purchase of Cloud storage software for multiple City Divisions including HR, Administration, City Prosecutor, Engineering, and Utilities. The cost listed in the resolution includes not only the software itself, but also the conversion of current documents to be compatible with the new software as well as technical support services.

**Financial Review**

| <u>Total Cost</u> | <u>Account</u>   | <u>Dept.</u> |
|-------------------|------------------|--------------|
| \$ 23,476.41      | 1110-11755-53215 | City Wide    |
| \$ 8,041.80       | 5331-61814-53215 | Utilities    |
| \$ 8,041.80       | 5332-61826-53215 | Utilities    |

**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 91-2023**

### **A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CDI IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND FIVE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$39,560.00) FOR THE PURCHASE OF LASERFICHE CLOUD STORAGE SOFTWARE FOR VARIOUS CITY DIVISIONS; AND DECLARING AN EMERGENCY**

WHEREAS, it is necessary for the clerical needs and proper administrative functioning of the City of Perrysburg that the City of Perrysburg have the necessary software to maintain and preserve various documentation; and,

WHEREAS, the Administration has reviewed its software needs and found that it is necessary to purchase Laserfiche Cloud Storage Software, as well as accompanying services through CDI; and,

WHEREAS, the total price for the Laserfiche Cloud Storage Software and accompanying services is Thirty-nine Thousand Five Hundred Sixty Dollars and Zero Cents (\$39,560.00).

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 CDI Software and Services the purchase of the Laserfiche Cloud Storage Software and accompanying services in an amount not to exceed Thirty-nine Thousand Five Hundred Sixty Dollars and Zero Cents (\$39,560.00), as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

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President of Council

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Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_



Andrew Albers  
CDI  
2000 O'Neil Rd., Suite 100  
Hudson, WI 54016

Prepared for: City of Perrysburg  
Quote #: 756394v.5  
Quote Date: 8/9/2023

## Annual Breakdown

|                          | Year 1      | Year 2      | Year 3      | Year 4      |
|--------------------------|-------------|-------------|-------------|-------------|
| <b>Total Software</b>    | \$ .00      | -           | -           | -           |
| <b>Total Maintenance</b> | \$12,760.00 | \$12,760.00 | \$12,760.00 | \$12,760.00 |
| <b>Total Services</b>    | \$26,800.00 | \$ .00      | \$ .00      | \$ .00      |
| <b>*TOTAL</b>            | \$39,560.00 | \$12,760.00 | \$12,760.00 | \$12,760.00 |
| *Tax not included        |             |             |             |             |

## Software & Annual Maintenance

| Product                                                  | Software Quantity | Soft. Unit Cost | Maint. Quantity | Maint. Unit Cost | Total              |
|----------------------------------------------------------|-------------------|-----------------|-----------------|------------------|--------------------|
| Laserfiche Cloud Professional Users 5-49 (CLENF2-5-49)   | 7.00              | \$ .00          | 7.0000          | \$830.00         | \$5,810.00         |
| Laserfiche Cloud Participant Users 10-199 (CFPAR-10-199) | 10.00             | \$ .00          | 10.0000         | \$120.00         | \$1,200.00         |
| Laserfiche Cloud Records Management (CLRM)               | 1.00              | \$ .00          | 1.0000          | \$5,750.00       | \$5,750.00         |
| Software:                                                |                   |                 |                 |                  | \$ .00             |
| Maintenance:                                             |                   |                 |                 |                  | \$12,760.00        |
| Tax:                                                     |                   |                 |                 |                  | \$ .00             |
| Total:                                                   |                   |                 |                 |                  | <b>\$12,760.00</b> |

## Services

| Service                                                                                                                                                                         | Service Quantity | Service Unit Cost | Total              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|--------------------|
| Gold Support Package (40 hours) (CD6000)<br><i>Laserfiche Cloud setup, configuration, consulting, and training.</i>                                                             | 1.00             | \$7,400.00        | \$7,400.00         |
| Platinum Support Package (80 hours) (CD7000)<br><i>Laserfiche Records Management setup, configuration, consulting, and training - Large RM project (up to 20 record types).</i> | 1.00             | \$14,400.00       | \$14,400.00        |
| Conversion Service (11111111)<br><i>Conversion and migration of 22GB of ImageSilo data to Laserfiche.</i>                                                                       | 1.00             | \$5,000.00        | \$5,000.00         |
| Service:                                                                                                                                                                        |                  |                   | \$26,800.00        |
| Tax:                                                                                                                                                                            |                  |                   | \$ .00             |
| Total:                                                                                                                                                                          |                  |                   | <b>\$26,800.00</b> |



**Laserfiche Cloud – Professional Tier - What's Included:**

- 100GB storage per user (700GB total)
- Document Management
- Starter Audit Trail
- Direct Share
- Data Encrypted at Rest
- Autoscaling of Computing and Storage Resources
- Automated and Encrypted Backups
- Intrusion Detection
- Automated Feature and Security Updates
- Automated Text Generation on Imported Electronic Documents
- Import Agent with Email Archiving
- Process Automation
- Connector
- Surveys
- 10 Quick Fields Complete with Agent
- 1 Workflow Bot for Process Automation
- Microsoft 365 Integration with Simultaneous Editing
- Integration with MS Teams

**CDI Includes:**

1. Unlimited phone, email and remote support at no additional cost.
2. "Hands and Eyes" service – no cost 15-minute sessions with our consulting team to help troubleshoot Laserfiche workflows, business processes, or any other guidance.
3. Complimentary annual Laserfiche system audit.
4. "Training Tuesday" – free bi-weekly training sessions with our Laserfiche Platinum certified trainer.
5. Monthly Newsletter - <https://www.cdi.support/cdi-newsletter>.
6. Complimentary Laserfiche webinars - <https://www.cdi.support/webinars>.
7. Extensive Laserfiche integrations expertise. CDI is Laserfiche's top integration partner - <https://www.cdi.support/laserfiche-integrations>.
8. Extensive Laserfiche YouTube video library full of exciting content - <https://www.youtube.com/user/CitiesDigital/videos>.
9. Complimentary passes to Laserfiche's annual Empower conference.



**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 92-2023

**DATE:** September 15, 2023



**Subject Matter/Background**

Planning and Zoning, having recently bought new vehicles for official use, is looking to have their old 2012 Chevy Tahoes deemed as surplus property to be auctioned off.

**Financial Review**

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

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

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

## **RESOLUTION 92-2023**

### **DECLARING THREE 2012 CHEVROLET TAHOES CURRENTLY USED BY THE DEPARTMENT OF PLANNING AND ZONING AS NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY**

WHEREAS, Article III, Section III – 10.0(F) 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 Planning and Zoning is no longer in need of three 2012 Chevrolet Tahoe vehicles, VIN Numbers: 1GNLC2E0XCR191099, 1GNLC2E08CR186967, 1GNLC2E02CR190920. The value each vehicle has been determined to be over One Thousand Dollars; 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 for municipal purposes; and,

WHEREAS, the Finance Committee reviewed this request at its meeting on September 11, 2023 and voted 3-0 to recommend the legislation 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 sale of three 2012 Chevrolet Tahoe vehicles, VIN Numbers: 1GNLC2E0XCR191099, 1GNLC2E08CR186967, 1GNLC2E02CR190920., currently used by the Department of Planning and Zoning, by public auction as such vehicles are no longer needed for municipal purposes.

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 this vehicle should be auctioned off as soon as possible, 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 - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Brody Walters (PZ Admin)

Date: 08/22/2023

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**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):**

2012 Chevrolet Tahoe, 2WD, former Police vehicle. Overall fair/poor condition

**Description of property (vehicle)**

Kelly Blue Book Value \$ 8,268.00

(Attach KBB Printout)

Year: 2012

Make: Chevrolet

Model: Tahoe

Vehicle #: 600

Color: Black

VIN: 1GNLC2E0XCR191099

Mileage: Approx. 160,000

1099

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

☒ Sell → **Employee Name - Point of Contact for Auction Listing:** Brody Walters 419-872-8015

☐ Destroy

☐ Scrap

☐ Other \_\_\_\_\_

---

Approved: \_\_\_\_\_

Mayor

Date

Director of Finance

Date



**Kelley Blue Book**  
THE TRUSTED RESOURCE

## 2012 Chevrolet Tahoe Pricing Report

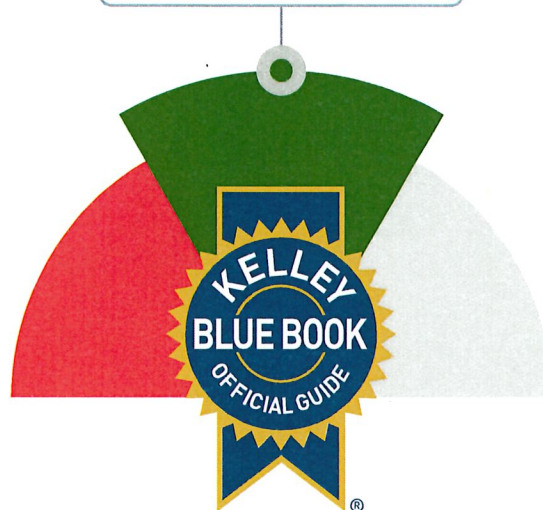
Style: LT Sport Utility 4D

Mileage: 160,000

KBB.com Consumer Rating: 4.5/5

## Sell to Private Party

|                           |
|---------------------------|
| Private Party Range       |
| <b>\$6,294 - \$10,241</b> |
| Private Party Value       |
| <b>\$8,268</b>            |



Valid for ZIP code 43551 through 08/22/2023

## City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Brody Walters (PZ Admin)

Date: 08/22/2023

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**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):**

2012 Chevrolet Tahoe, 2WD, former Police vehicle. Overall fair/poor condition

**Description of property (vehicle)**

Kelly Blue Book Value \$ 8,268.00

(Attach KBB Printout)

Year: 2012

Make: Chevrolet

Model: Tahoe

Vehicle #: 601

Color: Black

VIN: 1GNLC2E08CR186967

Mileage: Approx. 160,000

6967

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

☒ Sell → **Employee Name - Point of Contact for Auction Listing:** Brody Walters 419-872-8015

☐ Destroy

☐ Scrap

☐ Other \_\_\_\_\_

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Approved: \_\_\_\_\_

Mayor

Date

Director of Finance

Date



**Kelley Blue Book**  
THE TRUSTED RESOURCE

## 2012 Chevrolet Tahoe Pricing Report

Style: LT Sport Utility 4D

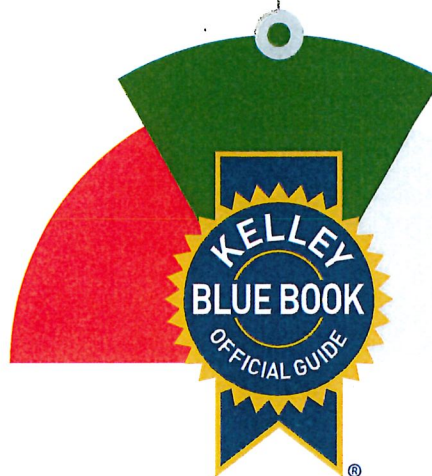
Mileage: 160,000

KBB.com Consumer Rating: 4.5/5

## Sell to Private Party

Private Party Range  
**\$6,294 - \$10,241**

Private Party Value  
**\$8,268**



Valid for ZIP code 43551 through 08/22/2023

## City of Perrysburg - Declaration of Surplus Property Form

To: Mayor and Director of Finance

From: Brody Walters (PZ Admin)

Date: 08/22/2023

---

**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):**

2012 Chevrolet Tahoe, 2WD, former Police vehicle. Overall fair/poor condition

**Description of property (vehicle)**

Kelly Blue Book Value \$ 8,268.00

(Attach KBB Printout)

Year: 2012

Make: Chevrolet

Model: Tahoe

Vehicle #: 602

Color: Black

VIN: 1GNLC2E02CR190920

Mileage: Approx. 160,000

0920

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

☒ Sell → **Employee Name - Point of Contact for Auction Listing:** Brody Walters 419-872-8015

☐ Destroy

☐ Scrap

☐ Other \_\_\_\_\_

---

Approved: \_\_\_\_\_

Mayor

Date

Director of Finance

Date



## 2012 Chevrolet Tahoe Pricing Report

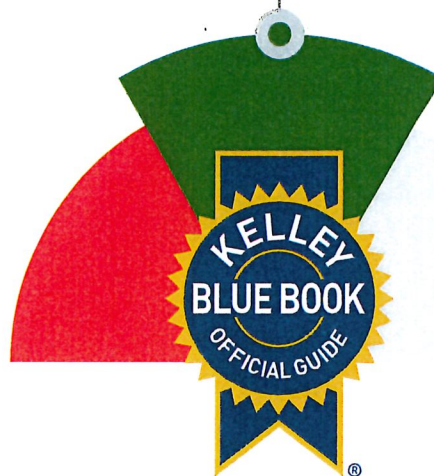
Style: LT Sport Utility 4D

Mileage: 160,000

KBB.com Consumer Rating: 4.5/5

## Sell to Private Party

|                           |
|---------------------------|
| Private Party Range       |
| <b>\$6,294 - \$10,241</b> |
| Private Party Value       |
| <b>\$8,268</b>            |



Valid for ZIP code 43551 through 08/22/2023

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler

**RE:** Resolution 93-2023

**DATE:** September 14, 2023



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**Subject Matter/Background**

This Resolution accepts the budget amounts determined by the Wood County Budget Commission for revenues for the budget year beginning January 1, 2024. City Council authorized in Resolution 64-2023 the submission of estimated revenues to the Budget Commission. Wood County prepared the updated estimates attached as Exhibit A based on the amounts calculated inside and outside the 10 mill limitations. This annual legislation provides estimated revenue amounts that will then be incorporated into the 2024 budget process.

**Financial Review**

This will have a financial impact on the City.

**Legal Review**

This legislation has been reviewed and is appropriately before you.

**Recommendation**

If City Council is in agreement, a motion to waive the rules, waive the three readings, and pass the legislation as an emergency measure is appropriate. An emergency is requested to ensure the necessary tax rates are effective at the earliest date possible.

## **RESOLUTION 93-2023**

### **A RESOLUTION ACCEPTING AMOUNTS AND RATES DETERMINED BY THE BUDGET COMMISSION OF WOOD COUNTY, OHIO TO AUTHORIZE NECESSARY TAX LEVIES AND CERTIFY THEM TO THE COUNTY AUDITOR; AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Resolution 64-2023, the City Council for the City of Perrysburg, Wood County, Ohio, adopted a Revenue Estimate for the next succeeding fiscal year, which commences on January 1, 2024; and,

WHEREAS, as reflected on Exhibit A, the Budget Commission for Wood County, Ohio, has certified its action thereon to this Council, together with an estimate by the Wood County Auditor of the rate of each tax necessary to be levied by the City Council and what part is without and what part within the ten-mill tax limitation.

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

SECTION 1. The amounts and rates determined by the Budget Commission for Wood County, Ohio in its certification are accepted.

SECTION 2. The rate of each tax necessary to be levied within and without the ten-mill limitation, as stated in the attachment hereto, is levied on the tax duplicate of the City of Perrysburg, Wood County, Ohio.

SECTION 3. The Clerk of City Council is directed to certify a copy of this Resolution to the Auditor for Wood County, Ohio.

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

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to ensure that the necessary tax amounts and rates are effective at the earliest possible date, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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President of Council

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Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

## SCHEDULE A

### SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

| PERRYSBURG CITY          | AMOUNT APPROVED<br>BY BUDGET COMM.<br>INSIDE 10 MILL<br>LIMITATION | AMT TO BE DERIVED<br>FROM LEVIES<br>OUTSIDE 10 MILL<br>LIMITATION | COUNTY AUDITOR<br>EST. OF TAX<br>RATE LEVIED |                             |
|--------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------|-----------------------------|
|                          |                                                                    |                                                                   | INSIDE<br>10 MILL<br>LIMIT                   | OUTSIDE<br>10 MILL<br>LIMIT |
|                          | Column 2                                                           | Column 3                                                          |                                              |                             |
| FT MEIGS CEMETERY**      | 264,142.41                                                         |                                                                   | 0.32                                         |                             |
| PUBLIC TRANSPORTATION    |                                                                    | 538,650.08                                                        |                                              | 0.80                        |
| GENERAL FUND             | 1,551,836.68                                                       |                                                                   | 1.88                                         |                             |
| LIBRARY BOND             |                                                                    | -                                                                 |                                              | -                           |
| GARBAGE & REFUSE         |                                                                    | 821,726.03                                                        |                                              | 1.00                        |
| PARK LAND ACQU & DEV     |                                                                    |                                                                   |                                              |                             |
| POLICE PENSION (charter) | 330,178.02                                                         | 371,450.27                                                        | 0.40                                         | 0.45                        |
| FIRE PENSION (charter)   | 165,089.01                                                         | 495,267.02                                                        | 0.20                                         | 0.60                        |
|                          |                                                                    |                                                                   |                                              |                             |
| TOTAL                    | 2,311,246.12                                                       | 2,227,093.40                                                      | 2.80                                         | 2.85                        |

## SCHEDULE B

### Levies outside 10 mill limitation, Exclusive of Debt Levies

| GENERAL FUND                                                                                                      | MAXIMUM RATE<br>AUTHORIZED TO BE<br>LEVIED | AUDITOR'S<br>ESTIMATE OF<br>YIELD OF LEVY |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------|
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              |                                            |                                           |
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              |                                            |                                           |
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              |                                            |                                           |
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              |                                            |                                           |
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              |                                            |                                           |
| <b>PUBLIC TRANSPORT</b> Levy Authorized by voters on _____<br>11/7/23 for not to exceed <u>5</u> years. 2023-2027 | 0.80                                       | 538,650.00                                |
| <b>REFUSE</b> Levy Authorized by voters on 11/7/23<br>for not to exceed <u>2</u> years. 2023-2024                 | 1.00                                       | 825,445.00                                |
| Levy Authorized by voters on _____<br>for not to exceed _____ years.                                              | -                                          | -                                         |
| <b>SUBJECT TO VOTE</b>                                                                                            |                                            |                                           |

and be it further

RESOLVED, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

\_\_\_\_\_ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ Clerk, City of \_\_\_\_\_  
Wood County, Ohio

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(Village or City Council)  
Revised Code, Secs. 5705.34, .35

The Council of the Village/City of \_\_\_\_\_ Wood County, Ohio, met in  
(regular or special) session on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at the office of  
\_\_\_\_\_ with the following members present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Revenue Estimate for the next succeeding fiscal year commencing **January 1st, 2024** and

WHEREAS, The Budget Commission of Wood County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the Village/City of \_\_\_\_\_, Wood County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village/City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 94-2023

**DATE:** September 14, 2023



**Subject Matter/Background**

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

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

Included in this resolution are supplies purchased from DJL Material & Supply, Inc.

The total for all items totals \$3,290.50

**Financial Review**

The account effected by this Resolution is listed 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 legislation as an emergency is appropriate. An Emergency is requested to ensure proper compliance the State of Ohio Auditors rules for Then and Now.

## **RESOLUTION 94-2023**

**A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES  
IN THE AMOUNT OF THREE THOUSAND TWO HUNDRED  
NINETY DOLLARS AND FIFTY CENTS (\$3,290.50) AS ATTACHED  
IN EXHIBIT A FOR THE CITY OF PERRYSBURG; AND  
DECLARING AN EMERGENCY**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

**Then and Now Requests For**

**10/3/2023**

| Invoice Date | Vendor                      | Item     | Total Cost | Department | Expense Account  |
|--------------|-----------------------------|----------|------------|------------|------------------|
| 7/31/2023    | DJL Material & Supply, Inc. | Supplies | 3,290.50   | Service    | 1110-71541-54111 |
|              |                             |          |            |            |                  |
|              | TOTAL                       |          | 3,290.50   |            |                  |
|              |                             |          |            |            |                  |

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Ordinance# 32-2023

**DATE:** September 15, 2023



### **Subject Matter/Background**

Ordinance 32-2023 amends ORD 56-2023, previously amended by Ord 1-2023, Ord 22-2023, Ord 23-2023 and Ord 24-2023 to appropriate \$20,000.00 from the Streets Materials Budget to the Public Parks and Playgrounds Operational Services Budget for Park and Multi-use path sealing.

### **Financial Review**

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

### **Legal Review**

This Ordinance has been reviewed and is appropriately before you.

### **Recommendation**

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

## **ORDINANCE 32-2023**

### **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, Ordinance 22-2023, Ordinance 23-2023 and Ordinance 24-2023; 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.

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President of Council

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Mayor

PASSED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

**Budget Amendments - September 2023**

| <b>Department</b>            | <b>Account</b>   | <b>Amount</b>  | <b>Description</b>                 |
|------------------------------|------------------|----------------|------------------------------------|
| Public Parks and Playgrounds | 1110-41646-53222 | \$ 20,000.00   | Operational Services - MUP Sealing |
| Streets                      | 1110-71541-54111 | \$ (20,000.00) | Operational Materials              |

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Res 95-2023

**DATE:** September 15, 2023



**Subject Matter/Background**

Department of Public Service is in need of crack filling and sealcoating services on certain Multi-Use and Park Paths, including those located at Carronade, Rapids Road to West River, Municipal, and Rivercrest parks. DPS received 3 quotes for the services with Perrysburg Asphalt & Sealcoating providing the lowest quote for these services.

This Resolution authorizes the Mayor and Director of Finance to accept the quote and execute the necessary documents with Perrysburg Asphalt & Sealcoating for the purchase of the materials in an amount not to exceed Thirty-Five Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$35,555.00) in accordance with the quote attached to the Resolution as Exhibit A.

**Financial Review**

Account # - 4403-11755-55999

**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 95-2023**

### **A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH PERRYSBURG ASPHALT & SEALCOATING FOR THE PURCHASE OF CRACK FILLING AND SEALCOATING SERVICES FOR CERTAIN PARK AND MULTIUSE PATHS IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$35,555.00); AND DECLARING AN EMERGENCY**

WHEREAS, the Department of Public Service is in need of crack filling and sealcoating services on certain Multi-Use and Park Paths, including those located at Carronade, Rapids Road to West River, Municipal, and Rivercrest parks; and,

WHEREAS, Perrysburg Asphalt & Sealcoating has provided the lowest quotes for these services; and,

WHEREAS, the Recreation Committee of Council considered this measure at its September 12, 2023 meeting and unanimously recommended the legislation be forwarded to 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 accept the quote and execute the necessary documents with Perrysburg Asphalt & Sealcoating for the purchase of the materials in an amount not to exceed Thirty-Five Thousand Five Hundred Fifty-Five Dollars and Zero Cents (\$35,555.00) in accordance with the quote attached hereto and incorporated herein as Exhibit A.

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

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

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President of Council

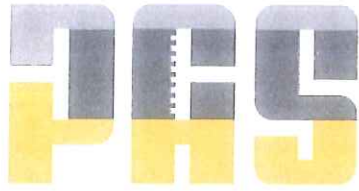
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Mayor

PASSED \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_



Perrysburg Asphalt & Sealcoating  
PO Box 170  
Perrysburg, OH 43552  
+1 4198727325  
PBSC@ATT.NET

**ADDRESS**

Walking Path - Carronade Drive  
City of Perrysburg  
Attn: Greg Kuhr

**Estimate 12348266**

**DATE 08/30/2023**

**EXPIRATION DATE 09/30/2023**

| ACTIVITY                                                                                                                                                                                                                                   | AMOUNT   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| This quote is for crack filling and sealcoating the walking path along Carronade Drive for 2023. Revised 8.30.23 to reduce total area by the sections done by the homeowners association.                                                  |          |
| CRACK FILL:<br>Apply rubberized hot pour crack filler to approximately 2800 lineal feet of major cracks in pavement. Cracks within 12" of the edge of the pavement will only be filled if they are part of a larger crack in the pavement. | 1,175.00 |
| SEALCOAT:<br>Apply a heavy coat of sealer to the entire walking path and asphalt areas..<br>For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.                          | 4,000.00 |

**ESTIMATE TERMS**

We hereby propose to furnish all labor and materials complete in accordance with the above specifications for the sum found next to the "TOTAL" label with timely payment to be made within 30 days of completion.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing you authorize Perrysburg Asphalt and Sealcoating to do the work as specified. Payment is guaranteed.

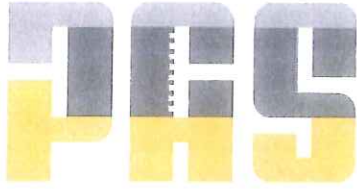
All agreements are contingent upon strikes, accidents, weather related delays, and other delays beyond our control.

|              |                   |
|--------------|-------------------|
| <b>TOTAL</b> | <b>\$5,175.00</b> |
|--------------|-------------------|

Accepted By

Accepted Date

All work is to be completed in a workmanlike manner according to standard practices. We agree to carry Public Liability and Property Damage insurance and Workman's Compensation upon the labor furnished under this contract.



Perrysburg Asphalt & Sealcoating  
PO Box 170  
Perrysburg, OH 43552  
+1 4198727325  
PBSC@ATT.NET

**ADDRESS**

Walking Path - Rapids Rd to Ft. Meigs  
City of Perrysburg  
Attn: Greg Kuhr

**Estimate 12348193**

**DATE 05/17/2023**

**EXPIRATION DATE 09/30/2023**

| ACTIVITY                                                                                                                                                                                                                                   | AMOUNT   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| This quote is for crack filling and sealcoating the walking path starting at Rapids Road up to West Boundary along Indiana to Ft Meigs for 2023                                                                                            |          |
| CRACK FILL:<br>Apply rubberized hot pour crack filler to approximately 4500 lineal feet of major cracks in pavement. Cracks within 12" of the edge of the pavement will only be filled if they are part of a larger crack in the pavement. | 1,800.00 |
| SEALCOAT:<br>Apply a heavy coat of sealer to the entire walking path and asphalt areas..<br>For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.                          | 7,800.00 |

**ESTIMATE TERMS**

We hereby propose to furnish all labor and materials complete in accordance with the above specifications for the sum found next to the "TOTAL" label with timely payment to be made within 30 days of completion.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing you authorize Perrysburg Asphalt and Sealcoating to do the work as specified. Payment is guaranteed.

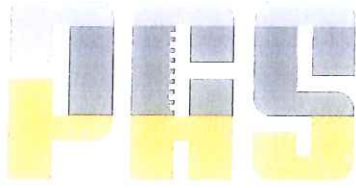
All agreements are contingent upon strikes, accidents, weather related delays, and other delays beyond our control.

**TOTAL \$9,600.00**

Accepted By

Accepted Date

All work is to be completed in a workmanlike manner according to standard practices. We agree to carry Public Liability and Property Damage insurance and Workman's Compensation upon the labor furnished under this contract.



Perrysburg Asphalt & Sealcoating  
PO Box 170  
Perrysburg, OH 43552  
+1 4198727325  
PBSC@ATT.NET

ADDRESS

Municipal Park Walking Paths  
City of Perrysburg  
Attn: Greg Kuhr

Estimate 12348192

DATE 05/17/2023

EXPIRATION DATE 09/30/2023

ACTIVITY

AMOUNT

This quote is for crack filling and sealcoating the walking path and areas around the baseball diamonds at Perrysburg Municipal Park.

CRACK FILL:

Apply rubberized hot pour crack filler to approximately 700 lineal feet of major cracks in pavement. Cracks within 12" of the edge of the pavement will only be filled if they are part of a larger crack in the pavement.

280.00

SEALCOAT:

Apply a heavy coat of sealer to the entire walking path and asphalt areas.  
For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.

5,900.00

ESTIMATE TERMS

We hereby propose to furnish all labor and materials complete in accordance with the above specifications for the sum found next to the "TOTAL" label with timely payment to be made within 30 days of completion.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing you authorize Perrysburg Asphalt and Sealcoating to do the work as specified. Payment is guaranteed.

All agreements are contingent upon strikes, accidents, weather related delays, and other delays beyond our control.

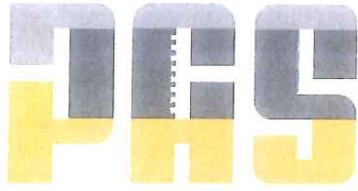
TOTAL

\$6,180.00

Accepted By

Accepted Date

All work is to be completed in a workmanlike manner according to standard practices. We agree to carry Public Liability and Property Damage insurance and Workman's Compensation upon the labor furnished under this contract.



Perrysburg Asphalt & Sealcoating  
PO Box 170  
Perrysburg, OH 43552  
+1 4198727325  
PBSC@ATT.NET

**ADDRESS**

Rivercrest Park Walking Paths  
City of Perrysburg  
Attn: Greg Kuhr

**Estimate 12348191**

**DATE 05/17/2023**

**EXPIRATION DATE 09/30/2023**

| ACTIVITY                                                                                                                                                                                                                                   | AMOUNT    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| This quote is for crack filling and sealcoating the walking path and areas around the baseball diamonds at Perrysburg Rivercrest Park for 2023                                                                                             |           |
| CRACK FILL:<br>Apply rubberized hot pour crack filler to approximately 3500 lineal feet of major cracks in pavement. Cracks within 12" of the edge of the pavement will only be filled if they are part of a larger crack in the pavement. | 1,400.00  |
| SEALCOAT:<br>Apply a heavy coat of sealer to the entire walking path and asphalt areas.<br>For improved wear and traction, this sealer will be modified with 3% co-polymer and 4 lbs. of silica sand per gallon.                           | 13,200.00 |

**ESTIMATE TERMS**

We hereby propose to furnish all labor and materials complete in accordance with the above specifications for the sum found next to the "TOTAL" label with timely payment to be made within 30 days of completion.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. By signing you authorize Perrysburg Asphalt and Sealcoating to do the work as specified. Payment is guaranteed.

All agreements are contingent upon strikes, accidents, weather related delays, and other delays beyond our control.

**TOTAL \$14,600.00**

Accepted By

Accepted Date

All work is to be completed in a workmanlike manner according to standard practices. We agree to carry Public Liability and Property Damage insurance and Workman's Compensation upon the labor furnished under this contract.

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Res 96-2023

**DATE:** September 15, 2023



**Subject Matter/Background**

The City of Perrysburg, through the Department of Public Service, is seeking a highly qualified company to design the Multi-Use Path extension through Orleans Park, as shown in Phase 1 of the Orleans Park Master Plan.

A Request for Qualifications (RFQ) was issued on June 14, 2023 for a design firm for the project. Two (2) submittals were received, evaluated, and ranked by the Department of Public Service and Tetra Tech was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise. The total cost of the project is expected to be \$130,000.00. This resolution authorizes the Mayor and Director of Finance to enter into an agreement with Tetra Tech to provide design services for the Multi-Use Path extension through Orleans Park, as shown in Phase 1 of the Orleans Park Master Plan, at a price not to exceed One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), as outlined in the quote attached to the Resolution.

**Financial Review**

Account # - 1110-41646-53222

**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 96-2023**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH TETRA TECH FOR THE DESIGN OF THE MULTI-USE PATH EXTENSION THROUGH ORLEANS PARK, AS SHOWN IN PHASE 1 OF THE ORLEANS PARK MASTER PLAN, AT A COST NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00); AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, through the Department of Public Service, is seeking a highly qualified company to design the Multi-Use Path extension through Orleans Park, as shown in Phase 1 of the Orleans Park Master Plan; and,

WHEREAS, a Request for Qualifications (RFQ) was issued on June 14, 2023 for a design firm for the project. Two (2) submittals were received, evaluated, and ranked by the Department of Public Service and Tetra Tech was the top ranked firm, selected as the most qualified based upon the firm's experience and professional expertise; and,

WHEREAS, the total cost of the project is expected to be \$130,000.00; and,

WHEREAS, at its September 12, 2023 meeting the Recreation Committee of Council unanimously recommended approval of the agreement.

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

**SECTION 1.** The Mayor and Director of Finance are authorized to enter into an agreement with Tetra Tech to provide design services for the Multi-Use Path extension through Orleans Park, as shown in Phase 1 of the Orleans Park Master Plan, at a price not to exceed One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), 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 ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, to engage this design firm as quickly as possible to begin the necessary improvements, 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: \_\_\_\_\_



September 6, 2023

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

**Re: Proposal for Engineering Services  
Orleans Park MUP Extension**

Dear Mr. Thomas:

Tetra Tech is pleased to submit this price proposal to provide detailed design services for the above referenced project. Below is a breakdown of project understanding, project scope, project schedule, assumptions and compensation:

**PROJECT UNDERSTANDING AND SCOPE**

This project will include the design of an asphalt MUP and TerraTread boardwalk to connect from the constructed MUP Phase 1 and current design of the WOO-Maumee River MUP Phase 3 (approximately 900 feet in length). Below is a summary of scope tasks that are anticipated for this project:

**DETAILED DESIGN**

- Attend kick off meeting with the City
- Collect topographic survey to be used for design (attached is Garcia Surveyors' detailed proposal for reference)
- Geotechnical investigations, engineering and recommendations (attached is CT's detailed proposal for reference)
- Environmental services (attached is Lawhon's detailed proposal for reference)
- Landscape architecture design (see EDGE's attached proposal for reference)

| SUBCONSULTANTS    | TASK/ROLE                                         | COSTS           |
|-------------------|---------------------------------------------------|-----------------|
| Garcia Surveyors  | Topographic Survey                                | \$3,360         |
|                   | 10% Markup                                        | \$336           |
| Lawhon & Assoc.   | Environmental Services (includes "If Authorized") | \$22,020        |
|                   | 10% Markup                                        | \$2202          |
| CT                | Geotechnical Services                             | \$9,425         |
|                   | 10% Markup                                        | \$943           |
| EDGE              | Landscape Architecture Design                     | \$32,500        |
|                   | 10% Markup                                        | \$3250          |
| <b>TOTAL SUBS</b> |                                                   | <b>\$74,036</b> |



- Develop Stage 1 (approximately 50% plans) and Stage 3 (approximately 90%) Plans, and Final Plans and Specifications. Anticipated final plan sheets include:
  - Title Sheet
  - Typical Sections
  - General Notes
  - General Summary
  - Project Site Plan
  - Plan and Profile Sheets (3 sheets)
  - Cross Section Sheets (cut every 50' = approx. 4 sheets)
  - Landscape Architecture Sheets (EDGE)
  - Boardwalk and Railing Details and Notes (2 sheets)

### BIDDING ASSISTANCE

- Assist the City with answering questions during the bidding phase.

### PROJECT SCHEDULE

We will work with the City to develop a mutually agreeable design schedule. We understand that this project will be designed over 2023 and early 2024 for construction in 2024 or 2025.

### ASSUMPTIONS

The following assumptions were made in preparation of the scope and are required to complete all elements of the above scope of services:

- We are assuming all work will be in City R/W and/or City property, and no R/W plans or legal descriptions are included in this proposal.
- Delineation of wetlands is not included in this proposal – it was delineated by Lawhon during the WOO-Maumee River MUP Phase 3.
- All permit fees will be paid directly by the City of Perrysburg.
- Funding for this project is 100% local with no state or federal funds.
- Construction phase services are not included – to be covered directly by the City.

### COMPENSATION

Compensation for our personnel directly engaged in the work of this proposal will be based on standard hourly rates plus in-house reimbursable expenses. We have estimated a budget of **\$130,000** for this project. If Tt anticipates that additional effort is required during this project, Tt will submit a written request to the City of Perrysburg for authorization prior to completing any additional work. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Tt Standard Terms and Conditions (Tt ST&C).



**TETRA TECH**

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

Sincerely,

Andrew J. Langenderfer, P.E.

Senior Project Manager

419.779.7686

[Andy.langenderfer@tetrattech.com](mailto:Andy.langenderfer@tetrattech.com)

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

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

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_



August 28, 2023

**Proposal No. 231887**

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

**Proposal for  
Geotechnical Subsurface Investigation  
Proposed Orleans Park Multiuse Path - Phase 1  
Perrysburg, Ohio**

Dear Mr. Langenderfer:

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

- Information obtained during a scoping meeting with City of Perrysburg and the design team on August 14, 2023.
- Provided preliminary path alignment plans, wetland plans, and preliminary project information provided by Tetra Tech.
- Review of available soils and bedrock information for the project vicinity.

**PROJECT DESCRIPTION**

It is our understanding that the project consists of Phase 1 of a new multiuse path at Orleans Park in Perrysburg, Ohio. The path is planned to extend from a multiuse path planned along Maumee River to the east to a path in the northwest portion of Orleans Park.

The proposed path, as well as the proposed approximate boring locations, is shown in the following figure.



It was indicated that a typical asphalt pavement section will be used for subgrade supported portions of the path.

## SCOPE OF WORK

CT proposes to conduct a geotechnical subsurface investigation to evaluate the properties of the underlying soils with respect to design and construction of a retaining wall, as well as recommended design soil parameters for use in helical pier foundations for the boardwalk at the above referenced location. A drill rig and crew will be utilized to advance test borings into the underlying soils for the purpose of collecting samples and performing in-situ tests. Laboratory testing will be conducted on the collected soil samples to provide physical properties and characteristics of the underlying materials. Engineering design recommendations for a retaining wall as well as design soil parameters



for use in helical pier foundations for the boardwalk will be developed based on information obtained from the drilling and laboratory testing.

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

### **Task 1 - Mobilization, Drilling and Sampling**

Based on the provided information, four (4) borings are proposed for this investigation. The proposed boring locations are shown in the following figure.



**Figure 2. Proposed Boring Locations**

Due to the wooded portion of the site as well as the wetlands, borings are planned in areas accessible with a drill rig, and outside of wetland areas. Based on review of available bedrock topography information, it is anticipated that bedrock will be encountered at an average depth of 25 feet below existing grades. We have budgeted for the four borings to extend to bedrock. We have also budgeted for one boring to include a 5-foot rock core run, planned for Boring B-002 should boardwalk helical piers be planned to extend to bedrock, and in the vicinity of the proposed retaining wall.

CT will mobilize a drill rig and crew to the site, perform the indicated test borings, and return the collected soil samples to our laboratory for testing. The test borings will be located in the field by CT using taping or pacing methods, as well as a Google Earth cellular application, in general accordance with the attached boring location plan. CT will also notify the Ohio Utility Protection Service (OUPS) for utility markings and clearances. **The client is to furnish CT with plans identifying on-site underground structures and utilities, and to notify CT of those structures and utilities not shown on said plans.** If obstructions, overhead power lines, or underground

utilities are encountered, the test borings may have to be relocated. The relocation distance shall be kept to a minimum. We have assumed that the project surveyor will survey the as-drilled boring locations, if needed for the project.

The test borings will be performed in general accordance with ASTM D 1586, as well as ASTM D 1452 or ASTM D 6151. Soil samples will be collected at 2½-foot intervals using a split-spoon sampler. Standard Penetration Tests will be performed at the same intervals. In addition, we have budgeted for two Shelby tube samples to be obtained in accordance with ASTM D 1587 to collect relatively “undisturbed” samples should soft to medium stiff cohesive soils be encountered. Upon completion of the drilling operations, each test boring will be backfilled with a mixture of bentonite chips and auger cuttings.

If soft, wet ground conditions are present at the time of our field exploration, rutting may occur. We have not budgeted for repair of lawns or plantings that are affected by drill rig access to the boring locations. No vegetation clearing is included in the scope of this investigation. We have assumed that the field work can be completed during normal business hours on weekdays.

Field operations are anticipated to require one to two days for completion. It is planned to perform the field work for this investigation consecutively with the Maumee River path project to the east.

## **Task 2 - Laboratory Testing**

Design and construction recommendations pertaining to a retaining wall as well as recommended design soil parameters will be prepared based on information obtained from laboratory tests performed on the recovered samples. These tests will include the following:

- Moisture content determinations (ASTM D 2216)
- Dry density determinations and unconfined compressive strength tests (ASTM D 2166)
- Atterberg limits tests (ASTM D 4318)
- Particle size analyses (ASTM D 6913 and D 7928)
- Direct shear test (ASTM D 3080)

All of the recovered samples will be visually or manually classified in general accordance with the Unified Soil Classification System (ASTM D 2487 or D 2488) and will be tested for moisture content. Dry density determinations and unconfined compressive strength tests by the constant rate of strain method will be performed on the recovered Shelby tubes and approximately 15 percent of intact cohesive split-spoon samples. Unconfined compressive strength estimates will be obtained for the remaining intact cohesive soil samples using a calibrated hand penetrometer. Additionally, Atterberg limits tests and particle size analyses will be performed on selected representative soil samples to evaluate soil classification and index properties. A direct shear test will be performed on a recovered Shelby tube sample to evaluate soil properties related to retaining wall external global stability.



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### **Task 3 - Engineering Analysis, Recommendations and Report Preparation**

A geotechnical engineer will take the information from the driller's field logs and prepare engineering logs describing each encountered stratum. Geotechnical-related design and construction recommendations will be prepared under the direction of a licensed professional engineer. The recommendations will address soil conditions and characteristics, lateral earth pressures, external retaining wall global stability, as well as bearing capacities and anticipated settlements for retaining walls. In addition, general construction recommendations will be provided by the geotechnical engineer, including excavation and backfill requirements, as well as groundwater conditions and control. Additionally, recommended design soil parameters will be provided for helical pier boardwalk foundations.

The final report will contain the field investigation and laboratory test data, state our findings and observations, and include a site plan and log identifying each test boring. The final report will also include the recommendations for retaining walls, as well as recommended design soil parameters for use in boardwalk foundation design.

### **ESTIMATED COST**

CT proposes to conduct the investigation described herein for a lump sum fee of **\$9,425.00**. This fee includes \$3,985 for drilling and sampling of subsoils not exceeding 100 lineal feet and rock coring not exceeding 5 feet, \$1,505 for laboratory testing, and \$3,935 for engineering analysis and report preparation. Additional drilling and sampling of overburden soils, if deemed necessary by subsurface conditions and authorized by Tetra Tech prior to demobilization, would be performed on an add basis of \$38.00 per lineal foot. Delays incurred by the drilling crew due to circumstances beyond our control will be billed at the rate of \$308.00 per hour. A dozer or brush mower, if required due to site conditions and authorized by the client, would be provided at cost plus 20 percent.

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

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

### **TERMS AND CONDITIONS**

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



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

### **SCHEDULE**

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

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

Respectfully submitted,

**CT Consultants, Inc.**



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



Curtis E. Roupe, P.E.  
Vice President

Attachments - Agreement for Services  
- Terms and Conditions  
- Boring Location Plan

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## AGREEMENT FOR SERVICES

THIS AGREEMENT is by and between \_\_\_\_\_

\_\_\_\_\_  
Tetra Tech

\_\_\_\_\_  
420 Madison Avenue, Suite 1001

\_\_\_\_\_  
Toledo, Ohio 43604

hereinafter called **CLIENT** and CT Consultants, Inc. of 1915 North 12<sup>th</sup> Street, Toledo, Ohio 43604, hereinafter called CT who agrees as follows:

**DECLARATIONS.** **CLIENT** desires to engage **CT CONSULTANTS** to provide services as described in CT Proposal No. 231887 dated August 28, 2023, a copy of which is attached hereto, and along with the attached **TERMS AND CONDITIONS** are made a part of this **AGREEMENT**.

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

For **CLIENT**, By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

For **CT Consultants, Inc.**, By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Curtis E. Roupe, P.E.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

EXECUTED THIS 28<sup>th</sup> DAY OF August, 2023

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



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## TERMS AND CONDITIONS - SCHEDULE A

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

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

August 28, 2023

Mr. Andrew Langenderfer, PE  
Tetra Tech, Sr. Project Manager  
420 Madison Avenue, Suite 1001  
Toledo, Ohio 43604

RE: Professional Landscape Architecture Services for Orleans Park MUP

Dear Andy:

The EDGE Group is pleased to submit this proposal to provide professional services for the above referenced project. It is our understanding that we will be providing site design and construction documentation for the proposed Multi-Use Path improvements at Orleans Park, which will complete the path between Orleans Park and Downtown Perrysburg. This segment of the path is intended to meander through the existing wooded area, adjacent to the designated wetlands, and provide a unique visitor experience through this segment of path and park. This segment of path will be from the trailhead at the north side of the parking lot, connecting to the proposed (under a separate contract) path on the east side of the service drive to the wastewater treatment plant. Site design services will include the routing of the overall path through the weeded area and wetlands, boardwalk design and documentation for necessary areas that require boardwalk (through the wetlands), trailhead design and documentation, as well as design and coordination for proposed decorative lighting improvements throughout the project area.

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 to familiarize design team with existing conditions and photo document certain areas of the site, in overview fashion.
4. Conduct site walk to establish proposed path routing.

5. Prepare base plan from above information provided by Tetra Tech to act as the basis of the site design and documentation moving forward.

#### **Schematic Design**

1. Coordinate proposed path routing with Tetra Tech and Design Team to establish layout, determine wetland boundaries and trail construction.
2. Prepare preliminary boardwalk design layout and options that provide educational opportunities while enhancing the overall visitor experience.
3. Prepare preliminary site design options for trailhead plaza space at the north end of the parking lot, considering pavement types and design, signage, and other trailhead amenities.
4. Prepare preliminary estimate of probable construction costs, which reflect the scope of construction of the above-documented site development.
5. Review meeting with City and Design Team to solicit comment and gain concurrence on design direction.

#### **Design Development**

1. Refine the horizontal layout of all trail and planimetric features such as trailhead plaza, boardwalk, signage, amenities, etc.
2. Coordinate with Tetra Tech for the preparation of storm drainage and site utilities plans by Civil Engineer. Storm drainage plans to include all underground sewers and appurtenances, storm water management computations and coordination with the governing agency having jurisdiction for plan content requirements, review procedure and the securing of approvals. Site utilities plans to include domestic water service, fire protection service and sanitary sewer service, all coordinated with the governing agency having jurisdiction.
3. Coordinate site lighting options and plan in working paper form including fixture catalog cuts, preferred locations and installations to be forwarded to project Electrical Engineer for photometric analysis and circuitry design/documentation.
4. Prepare planting design including location of all trees and shrubs, limits of seed/sod and preliminary listing of plant types proposed, as necessary for site restoration.
5. Prepare preliminary site construction details as necessary and required by the above-documented site development.
6. Prepare outline-form technical specifications as necessary and in support of the above-documented site development.
7. Prepare preliminary estimate of probable construction costs, which reflect the scope of construction of the above-documented site development.

8. Review meeting with City and Design Team to solicit comment and gain concurrence on design direction.

#### **Construction Documentation**

1. Finalize site layout plan including all necessary dimensions, detail keys, material identifications, construction and general notes.
2. Final coordination with project Engineers regarding their preparation of storm drainage system plans, site utility plans and site lighting plans.
3. Finalize planting plan including locations of all plant materials, plant list with genus, species size and type of plant, planting details, limits of seed/sod, construction and general notes.
4. Prepare site details sheet including sections, elevations and enlarged plans as necessary to adequately communicate design intent and construction quality to bidders/contractors
5. Prepare technical specifications in CSI format as necessary and in support of the above-documented site development.
6. Finalize estimate of probable construction costs.
7. Review meeting with City and Design Team to solicit comment, coordinate efforts and secure Owner approval of plans and the design intent they reflect.
8. Submit reproducible plans and specifications to Tetra Tech for printing, bid package assembly, advertisement and distribution to prospective bidders.
9. Assist the City and Design Team with answering RFI's and questions through the bidding period.

#### **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.
2. Wetlands delineation and necessary permits are to be provide by civil engineer and/or environmental consultant for any potential impacts.
3. Soils investigation services including structural pavement design and earthwork strategy recommendations are to be provided at the Owner's expense at the outset of project design.
4. This proposal does not include any time during construction for construction observation or engineering review through the construction period. If this is necessary during the construction period, EDGE can provide this on an hourly basis utilizing the hourly rates listed below.

As a part of these services, The EDGE Group will provide three (3) copies of all intermediate documents and one (1) reproducible, original of final construction documents.

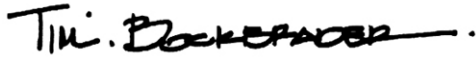
For the above described service, The EDGE Group proposes the following fee structure, which includes reimbursable expenses. Please find attached our standard Terms and Conditions, which are a part of this proposal.

**Pre-Design through Construction Documentation**

Fixed Fee Amount.....\$32,500.00

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

# GARCIA SURVEYORS, INC.

TOLEDO - COLUMBUS - CLEVELAND - LIMA

DBE, MBE, EDGE Certified - ODOT Prequalified for Right-of-Way Development

August 28, 2023

Tetra Tech  
420 Madison Avenue  
Suite 1001  
Toledo, Ohio 43604  
Attn: Mr. Andrew Langenderfer

Re: Orleans Park MUP  
Perrysburg, Ohio  
Proposal #234P10804

Dear Mr. Langenderfer,

Garcia Surveyors, Inc. will perform a topographic survey of the proposed Orleans Park Multi Use Path, in the City of Perrysburg, Wood County, Ohio. The total length of the topographic survey is approximately 1000'. The limits of our surveying services are indicated on Exhibit A, which is attached hereto and made a part of this proposal.

Our services will consist of:

Topographic survey:

Locate physical features such as:

- 1) Paved areas
- 2) Utilities (where possible, open structures and obtaining invert depths, pipe sizes and pipe directions)
  - a) storm sewer
  - b) sanitary sewer
  - c) waterline
  - d) electric
  - e) gas

Note: All utilities will be shown based on field observations and/or information received from property owner. OUPS (Ohio Utility Protection Service) will be contacted and requested to field locate existing utilities and mail to us any plans indicating location and other information pertaining to existing utilities.

- 3) Locate individual trees of 12" diameter and larger. Larger cluster of trees will not be individually located but will be outlined.
- 4) Observe existing ground elevations on an approximate 50' grid along with high and low break points.
- 5) Horizontal and vertical control will be based on Ohio VRS system (North Zone) unless horizontal and vertical control is provided to us by others.
- 6) Provide electronic copy of drawing in AutoCad format suitable for design use with one foot contour lines.

The cost to perform the services listed above will be a lump sum fee of \$3,360.00.

# GARCIA SURVEYORS, INC.

TOLEDO - COLUMBUS - CLEVELAND - LIMA

DBE, MBE, EDGE Certified - ODOT Prequalified for Right-of-Way Development

## IMPORTANT NOTIFICATIONS:

- (1) Prior to accepting this Proposal, Customer/Contractor shall notify Garcia Surveyors, Inc. if the Project's specifications are not accurately reflected in the Services described above.
- (2) The cost breakdown for each service item shown is for the Customer's/Contractor's convenience. The selection of service items will provide a total lump sum contract amount, unless the Customer/Contractor requests services to be performed on a time & materials (T&M) basis.
- (3) Customer/Contractor shall provide updated CAD files in electronic format and updated plans in .pdf format prior to the commencement of staking services and also provide any changes to said files throughout the course of the project.
- (4) All construction staking will be based ONLY on civil engineering design drawings unless Customer/Contractor instructs Garcia Surveyors, Inc. to use another source of provided information.
- (5) **\*\* WE REQUEST A 48-HOUR NOTICE PRIOR TO FIELD STAKING, TO BETTER SERVE YOUR NEEDS \*\***
- (6) Any additional or re-staking performance requested by the Customer/Contractor will be charged at the hourly rate at the time of service (field and office).
- (7) This Proposal is ONLY for the Services described above. All changes or deviations from the Services described above may be subject to additional charges. No changes or deviations from the Services described above shall be made except by a written amendment to this Proposal signed by Garcia Surveyors, Inc. and Customer/Contractor.
- (8) If any of the Services described above requires specialized training/equipment (including but not limited to aerial lifts), Customer/Contractor shall provide the specialized training/equipment at no cost to Garcia Surveyors, Inc., or reimburse Garcia Surveyors, Inc. for the costs of obtaining such training/equipment.

## AGREEMENT FOR SERVICES

This Proposal constitutes an offer by Garcia Surveyors, Inc. to provide the Services described above to Customer/Contractor. All Services provided by Garcia Surveyors, Inc. are subject to Garcia Surveyors, Inc.'s Terms and Conditions, a copy of which is available at [http://garciasurveyors.com/wp-content/uploads/Garcia\\_3256301-Terms-and-Conditions-122117.pdf](http://garciasurveyors.com/wp-content/uploads/Garcia_3256301-Terms-and-Conditions-122117.pdf) and made an integral part of this Proposal. Except for Garcia Surveyor, Inc.'s Terms and Conditions and the terms of this Proposal, no terms contained in any other document or agreement, including without limitation, any purchase orders from Customer/Contractor, will have any effect unless signed by an authorized representative of Garcia Surveyors, Inc.

## APPROVAL AND ACCEPTANCE

By executing this Proposal, Customer/Contractor authorizes Garcia Surveyors, Inc. to proceed with the following selected Services (select services desired by listing the number(s) assigned above to the applicable Service):

### TETRA TECH

By \_\_\_\_\_  
[signature]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### GARCIA SURVEYORS, INC.

By Rich Garcia  
[signature]

Rich Garcia  
Print Name

Project Manager  
Title

8/28/2023  
Date

# GARCIA SURVEYORS, INC.

TOLEDO - COLUMBUS - CLEVELAND - LIMA

DBE, MBE, EDGE Certified - ODOT Prequalified for Right-of-Way Development

## EXHIBIT A





# Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus  
Cleveland  
Dayton  
Cincinnati

September 5, 2023

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

RE: City of Perrysburg's Orleans Park Extended Multiuse Path

Dear Mr. Langenderfer:

Lawhon & Associates, Inc. (L&A) is pleased to support Tetra Tech as part of the team for the City of Perrysburg's Orleans Park Extended Multiuse Path project.

## Project Understanding

The project involves the construction of a 1,000 ft multi-use path extension of the existing trail in Orleans Park near the Wastewater Treatment Plant in the City of Perrysburg, Wood County. The intent of the project is to marry avoidance of wetlands to the maximum extent practicable and provide the public with a natural experience. It is anticipated that a portion of the trail will be an elevated boardwalk. The project will utilize all local funding, no federal funds are involved.

## Technical Approach- Base Services

Based upon the 8/14/23 Kick-off Meeting and your email of 8/24/23, we proposed the following tasks:

*Project Management/Coordination* – This task includes project set up, project management, progress reporting, invoicing, and coordination with Tetra Tech and the City, as needed.

*Ecological Survey Report* – This task includes updating the ecological field data collected by L&A as part of Phase 3 (ODOT PID 109388) into a non-ODOT report format for coordination during permitting activities. L&A will review existing mapping resources and contact USFWS and ODNR to request updated information on any recorded occurrences of federal or state-protected species within the immediate vicinity of the study area.

The updated letter report will be prepared that summarizes the findings of the ecological resource survey. The report will evaluate the wetlands and streams identified within the project limits to allow a determination of whether these wetlands or streams qualify as Waters of the U.S. or as Waters of the State and will be suitable for submittal to the USACE for confirmation through a Jurisdictional Determination. The report will also be suitable for coordination with the USACE or Ohio EPA in support of any waterway permits required by the project. Task assumes

that the project limits are within the previously surveyed area (study area for the adjacent Phase 3 project, ODOT PID 109388).

*6(f) Coordination Temporary Non-Conforming Use* – Orleans Park has received Land & Water Conservation Funds, making it a 6(f) Resource. This task assumes the project will only need temporary ROW from Orleans Park for less than 6 months. Under Section 6(f) Land & Water Conservation Fund, the National Park Service (NPS) considers any temporary right-of-way less than six months as Temporary No Use. Direct costs include mileage for one field mobilization. Under this task L&A would be the coordination point of contact with NPS and ODNR. L&A would also be responsible for completion of the required Section 6(f) forms and preparation of the formal request. This form includes project description, project purpose & need, description of 6(f) property and impacts, and measures to minimize harm/environmental commitments. There are several points of coordination in the process from initiation to submitting the formal request. The NPS and ODNR may take up to 4 months to review Section 6(f) documentation and issue authorization of the project.

*Section 404 Pre-Construction Notification (PCN)* – L&A will prepare a PCN for notification to the USACE. Tetra Tech will need to provide plan sheets showing any identified wetlands with construction limits and impact quantities, including temporary access fill. Task does not include cost for mitigation (if required). Based on our initial understanding of the project the proposed activity would be eligible for coverage under the Nationwide Permit (NWP) program, specifically NWP 42 – Recreational Facilities. Once the design is sufficient to quantify the amount and type of proposed impacts, typically 60% design, L&A will prepare a pre-construction notification (PCN) for submission to the Corps. Notification to the Corps is required for any project authorized under NWP – 42.

As part of the permit package, L&A will incorporate the responses from USFWS and ODNR regarding the potential presence of federal or state-protected species within the immediate vicinity of the proposed project. L&A will provide a literature review summary of cultural resources in the PCN submission to the Corps to expedite their review. The Corps may take up to 90 days to review the PCN and issue affirmation for the project.

#### *If Authorized Services*

*Phase I Archaeological Survey – If authorized. Impacts to waterways subject to Section 404 Regulation will initiate Section 106 of the Historic Preservation Act. While the project area has been previously surveyed, it was not completed under Ohio's Archaeology Guidelines (OHPO 2022). If authorized, L&A will conduct a Phase I Archaeological survey of the approximately 1,000 ft trail and estimated 60-foot construction limits. The survey will meet the 2022 guidelines and generally follow the recommended format and design. It is anticipated that subsurface shovel testing and visual inspection will be the field methods for the project. The level of effort assumes approximately 1.5 acres, a field crew of four, and one mobilization. This effort will be coordinated by L&A with Ohio's State Historic Preservation Office to receive a Section 106 Determination.*

### Schedule

The schedule for environmental studies will be developed with Tetra Tech in coordination with the design schedule. To provide the required level of detail for impacts calculations, such as construction limits, the environmental studies must be scheduled in conjunction with design activities. In general, studies will begin utilizing the study area from the proposed limits of survey and will be completed and submitted based upon 30% design plans, with a target to submit the PCN concurrent with 60% design.

Based upon the preliminary schedule, we anticipate beginning work in late October 2023 with PCN submittal in January 2024. This schedule will be adjusted with input from Tetra Tech based upon updates to the design schedule.

### Proposed Fees

Fees for the above tasks are illustrated in the attached spreadsheet. The proposed not-to-exceed base services fee is \$14,579. If authorized services totaling \$7,441.

### Assumptions/Client Responsibilities

The following assumptions were used in preparation of this proposal.

1. This proposal assumes Lawhon's involvement is approximately twelve months. If the project is delayed beyond 2024, an adjustment to the proposal may be required.
2. Proposed project limits/study area based on proposed trail alignment schematic provided (109388\_BP001-Model pdf file).
3. The Phase I Archaeology survey will not be conducted when the ground is frozen and preferably not under snow cover. All artifacts recovered will be returned to the property owner.
4. The proposed project will not require an Individual 404/401 waterway permit or an Ohio EPA Director's Authorization.

Thank you for the opportunity to provide this proposal. We look forward to working with you and the City of Perrysburg.

Sincerely,



Chantil M. Milam  
Practice Leader, NEPA Services



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

## Proposal Cost Summary

Proj. Name: **Orleans Park Extended MUP**  
 Agreement Number: **tbd**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **9/5/2023**

Overhead Percentage 149.20%  
 Avg OH rate 157.79%  
 Net Fee Percentage 11.00%  
 Cost of money 0.88%

| Task - Description                  | Avg.<br>Rate   | Total<br>Hours | Labor<br>Costs | Overhead<br>Costs | Cost of<br>Money | Direct<br>Costs | Sub<br>Cons. | Net<br>Fee     | Total<br>Cost   |
|-------------------------------------|----------------|----------------|----------------|-------------------|------------------|-----------------|--------------|----------------|-----------------|
| <b>Base Services</b>                |                |                |                |                   |                  |                 |              |                |                 |
| Project Management                  | \$44.00        | 18             | \$792          | \$1,182           | \$7              | \$0             | \$0          | \$225          | \$2,206         |
| Ecological Survey                   | \$36.43        | 28             | \$1,020        | \$1,522           | \$9              | \$0             | \$0          | \$289          | \$2,840         |
| 6(f) Coordination                   | \$40.32        | 50             | \$2,016        | \$3,008           | \$18             | \$166           | \$0          | \$572          | \$5,780         |
| PCN                                 | \$35.47        | 38             | \$1,348        | \$2,011           | \$12             | \$0             | \$0          | \$382          | \$3,753         |
| <b>Total Base Services</b>          | <b>\$38.63</b> | <b>134</b>     | <b>\$5,176</b> | <b>\$7,723</b>    | <b>\$46</b>      | <b>\$166</b>    | <b>\$0</b>   | <b>\$1,468</b> | <b>\$14,579</b> |
| <b>If Authorized Services</b>       |                |                |                |                   |                  |                 |              |                |                 |
| Phase I Archaeological              | \$32.55        | 80             | \$2,604        | \$3,885           | \$23             | \$191           | \$0          | \$738          | \$7,441         |
| <b>Total If Authorized Services</b> | <b>\$32.55</b> | <b>80</b>      | <b>\$2,604</b> | <b>\$3,885</b>    | <b>\$23</b>      | <b>\$191</b>    | <b>\$0</b>   | <b>\$738</b>   | <b>\$7,441</b>  |
| <b>GRAND TOTAL</b>                  |                | <b>214</b>     | <b>\$7,780</b> | <b>\$11,608</b>   | <b>\$69</b>      | <b>\$357</b>    | <b>\$0</b>   | <b>\$2,206</b> | <b>\$22,020</b> |

## Proposed Labor Rates and Hours

C/R/S : Orleans Park Extended MUP  
 Agreement Number: tbd

|             |                           |                 |             |                 |             |
|-------------|---------------------------|-----------------|-------------|-----------------|-------------|
| CONSULTANT: | Lawhon & Associates, Inc. | <u>Category</u> | <u>Rate</u> | <u>Category</u> | <u>Rate</u> |
|             |                           | PR              | \$70.00     | ES1             | \$22.00     |
| DATE:       | 9/5/2023                  | ES4             | \$46.00     | ES1-OT          | \$33.00     |
|             |                           | ES3             | \$36.00     | Noise Analyst   | \$50.00     |
|             |                           | ES2             | \$30.00     | GIS/Admin       | \$32.00     |

| Task                                | Labor Hours by Category |           |            |           |           |          |               |           | Total Hours | Labor Costs    |
|-------------------------------------|-------------------------|-----------|------------|-----------|-----------|----------|---------------|-----------|-------------|----------------|
|                                     | PR                      | ES4       | ES3        | ES2       | ES1       | ES1-OT   | Noise Analyst | GIS/Admin |             |                |
| <b>Base Services</b>                |                         |           |            |           |           |          |               |           |             |                |
| Project Management                  | 2                       | 10        | 0          | 0         | 0         | 0        | 0             | 6         | 18          | \$792          |
| Ecological Survey                   | 0                       | 2         | 24         | 0         | 0         | 0        | 0             | 2         | 28          | \$1,020        |
| 6(f) Coordination                   | 0                       | 24        | 20         | 0         | 0         | 0        | 0             | 6         | 50          | \$2,016        |
| PCN                                 | 0                       | 4         | 24         | 10        | 0         | 0        | 0             | 0         | 38          | \$1,348        |
| <b>Total Base Services</b>          | <b>2</b>                | <b>40</b> | <b>68</b>  | <b>10</b> | <b>0</b>  | <b>0</b> | <b>0</b>      | <b>14</b> | <b>134</b>  | <b>\$5,176</b> |
| <b>If Authorized Services</b>       |                         |           |            |           |           |          |               |           |             |                |
| Phase I Archaeological              | 0                       | 4         | 36         | 18        | 12        | 0        | 0             | 10        | 80          | \$2,604        |
| <b>Total If Authorized Services</b> | <b>0</b>                | <b>4</b>  | <b>36</b>  | <b>18</b> | <b>12</b> | <b>0</b> | <b>0</b>      | <b>10</b> | <b>80</b>   | <b>\$2,604</b> |
| <b>GRAND TOTAL</b>                  | <b>2</b>                | <b>44</b> | <b>104</b> | <b>28</b> | <b>12</b> | <b>0</b> | <b>0</b>      | <b>24</b> | <b>214</b>  | <b>\$7,780</b> |

## Non-Labor Direct Cost Summary

C/R/S : Orleans Park Extended MUP  
 Agreement Number: tbd

CONSULTANT: Lawhon & Associates, Inc.

DATE: 9/5/2023

| Task                                | miles | mileage<br>0.58/mile | copies<br>& postage | field<br>supplies | lodging    | meals      | other      | Direct<br>Costs |
|-------------------------------------|-------|----------------------|---------------------|-------------------|------------|------------|------------|-----------------|
| <b>Base Services</b>                |       |                      |                     |                   |            |            |            |                 |
| Project Management                  | 0     | \$0                  | \$0                 | \$0               | \$0        | \$0        | \$0        | \$0             |
| Ecological Survey                   | 0     | \$0                  | \$0                 | \$0               | \$0        | \$0        | \$0        | \$0             |
| 6(f) Coordination                   | 287   | \$166                | \$0                 | \$0               | \$0        | \$0        | \$0        | \$166           |
| PCN                                 | 0     | \$0                  | \$0                 | \$0               | \$0        | \$0        | \$0        | \$0             |
| <b>Total Base Services</b>          |       | <b>\$166</b>         | <b>\$0</b>          | <b>\$0</b>        | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$166</b>    |
| <b>If Authorized Services</b>       |       |                      |                     |                   |            |            |            |                 |
| Phase I Archaeological              | 287   | \$166                | \$0                 | \$25              | \$0        | \$0        | \$0        | \$191           |
| <b>Total If Authorized Services</b> |       | <b>\$166</b>         | <b>\$0</b>          | <b>\$25</b>       | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$191</b>    |
| <b>GRAND TOTAL</b>                  |       | <b>\$332</b>         | <b>\$0</b>          | <b>\$25</b>       | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$357</b>    |



Orleans Park MUP Extension  
- approximate routing shown  
in blue



## Tetra Tech, Inc.

### Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

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

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

## Schematic Master Plan



November 8, 2022

## PHASE 1 - Extended Bike Path & Boardwalk



November 8, 2022



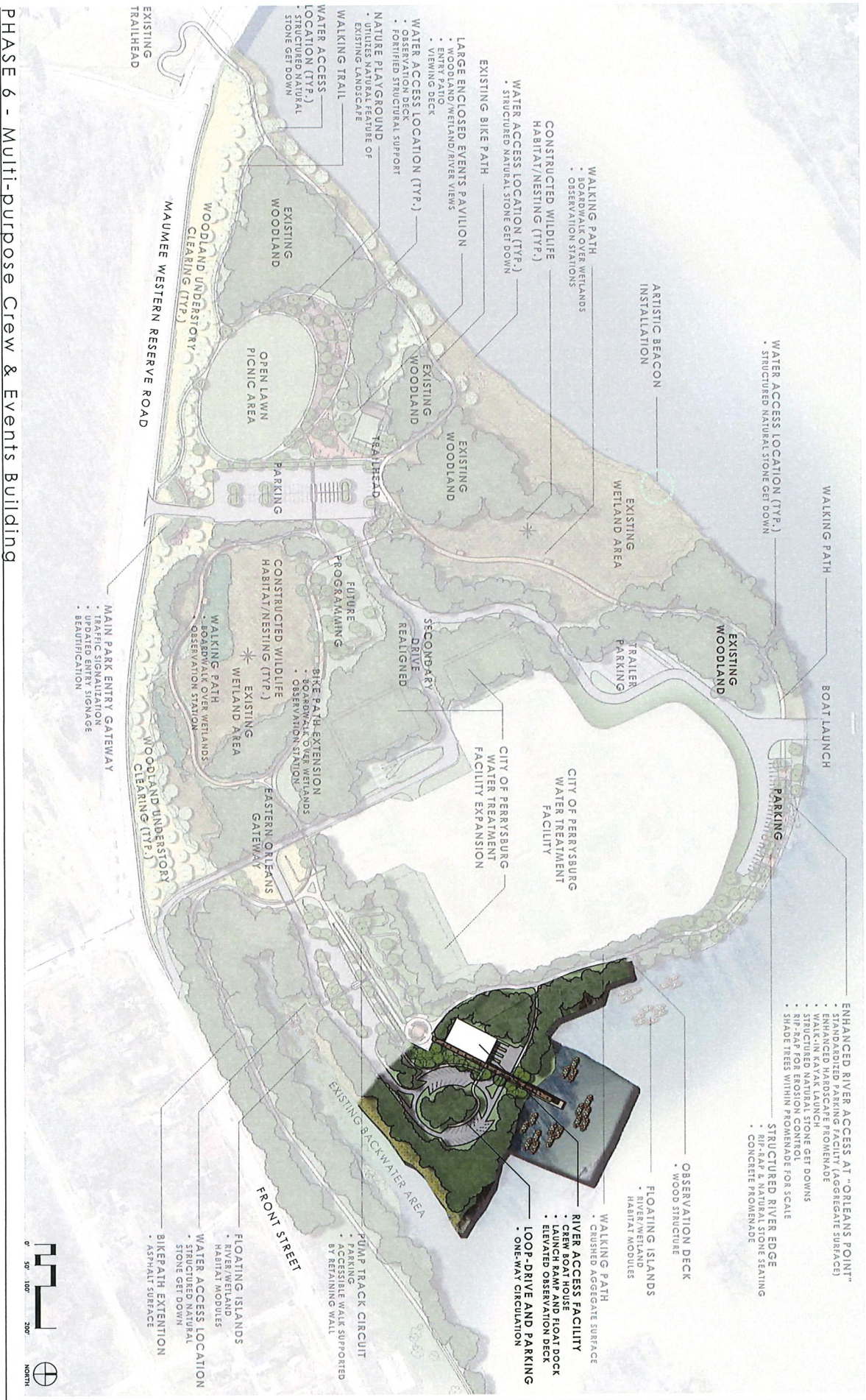


## PHASE 4 - Connectivity Improvements



November 8, 2022





November 8, 2022

PHASE 6 - Multi-purpose Crew & Events Building

ORLEANS PARK Prepared for **CITY OF PERRYSBURG**

**EDGE** LANDSCAPE ARCHITECTURE

## PHASE 7 - Multiuse Pavilion & Plaza



**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 97-2023

**DATE:** September 15, 2022



### **Subject Matter/Background**

This Resolution awards the bid for a One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities to Yark Chevrolet of Perrysburg in an amount of \$59,541.00.

The City undertook a competitive bid process for One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities and only one company bid therefore, having reviewed the bid the City of Perrysburg found that Yark Chevrolet of Perrysburg, was the lowest and best company to provide the One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities.

### **Financial Review**

This expense will be split evenly between the following accounts:

Account#: 5401-61814-55600

Account#: 5402-61826-55600

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

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

## **RESOLUTION 97-2023**

**A RESOLUTION AWARDING A BID AND AGREEMENT TO YARK CHEVROLET OF PERRYSBURG, IN AN AMOUNT OF FIFTY-NINE THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS AND ZERO CENTS (\$59,541.00) FOR A ONE TON CREW CAB TRUCK WITH A UTILITY BED FOR THE DEPARTMENT OF PUBLIC UTILITIES;  
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio solicited bids to for a One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities, and the City issued a bid package which contained all relevant specifications and requirements for the process, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, Yark Chevrolet of Perrysburg provided the only bid and therefore, the lowest and best bid, for the proposed vehicle, at Fifty-Nine Thousand Five Hundred Forty-One Dollars and Zero Cents (\$59,541.00).

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

SECTION 1. The City Council authorizes the award of the Bid for the One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities to Yark Chevrolet of Perrysburg; and, the Mayor and Director of Finance are authorized to execute an agreement with Yark Chevrolet of Perrysburg in an amount of Fifty-Nine Thousand Five Hundred Forty-One Dollars and Zero Cents (\$59,541.00) 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 an emergency measure will permit the Department of Public Utilities to take the necessary steps to order the vehicles and utilize them in the fleet as soon as possible, 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: \_\_\_\_\_

General Info

Total:

\$59,541.00

| Number                          |  | Description                                                                          |  |
|---------------------------------|--|--------------------------------------------------------------------------------------|--|
| 1 Ton Crew Cab with Utility Bed |  | The City of Perrysburg is accepting proposals for a 1 ton crew cab with utility bed. |  |
| Deadline                        |  | Allows zero unit prices and labor                                                    |  |
| 09/14/2023 02:00 PM EDT         |  | Yes                                                                                  |  |
| Vendor                          |  | Allows negative unit prices and labor                                                |  |
| Yark Chevrolet                  |  | Yes                                                                                  |  |
| Submitted                       |  |                                                                                      |  |
| 09/12/2023 10:35 AM EDT         |  |                                                                                      |  |
| Signed by                       |  |                                                                                      |  |
| Roger Coe                       |  | Account Holder ROGER COE                                                             |  |
| Opened                          |  |                                                                                      |  |
| 09/14/2023 02:02 PM EDT         |  | By                                                                                   |  |
|                                 |  | bthomas@ci.perrysburg.oh.us                                                          |  |

Attachment List

---

2\_LegalNotice\_FY21.pdf (110 KB)  
Legal Advertisement

---

1 ton crew cab utility bed.pdf (62.4 KB)  
Specifications

---

Vehicles

\$59,541.00

| Item Code | Description                                              | Quantity | Units | Unit Price  | Extension          |
|-----------|----------------------------------------------------------|----------|-------|-------------|--------------------|
| 20        | 1 Ton, Crew Cab, 8' Bed with 6-door utility/service body | 1.0000   | Each  | \$59,541.00 | \$59,541.00        |
|           |                                                          |          |       |             | Total: \$59,541.00 |

**Additional Information**

---

| Item Code | Bid Description                                          | Proposed Make | Proposed Model |
|-----------|----------------------------------------------------------|---------------|----------------|
| 20        | 1 Ton, Crew Cab, 8' Bed with 6-door utility/service body | Chevrolet     | CK9053         |
|           |                                                          |               |                |

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.

Pickup Trucks \*

Ck30953 3500 Double Cab Specifications included

# Proposal for Chemical, Material or Services

---

**Bidding Entity Name \***

Yark automotive Group DBA Yark Chevrolet

**Bidder Representative Name \***

Roger Coe

**Title \***

Commercial Sales Manager

**Principal Place of Business Address \***

26997 N Dixie Hwy

**Principal Place of Business City \***

Perrysburg

**Principal Place of Business State \***

Ohio

**Principal Place of Business Zip Code \***

43551

**Telephone \***

(419) 794-5686

**Fax \***

(419) 842-7480

**Email \***

rcoe@yarkauto.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.

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

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.

**Representative Name \***

Roger Coe

**Entity Name \***

Yark automotive Group DBA Yark Chevrolet

doing business as a

**Type \***

Limited Liability Company

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

| Name                                                                                                               | Omission Terms | Submitted File               |
|--------------------------------------------------------------------------------------------------------------------|----------------|------------------------------|
| Proposed Item Code 20 Specs<br>Specifications for Proposed Vehicle to Match<br>Item Code 20 Minimum Specifications | Required       | Specifcations<br>W230285.pdf |
| 1 Required Document                                                                                                |                |                              |

Optional Document List for Chemicals, Materials, or Services

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

# NONCOLLUSION AFFIDAVIT

---

**STATE OF: \***

Ohio

**COUNTY OF: \***

Lucas

**Bid Identification \***

1 ton Crew cab w/ utility service body

**Bidder's Name \***

Heather Webster

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

\*

other

**Enter response if "other" was selected**

CFO

**of (company name): \***

Yark Automotive Group DBA Yark Chevrolet

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: \***

Heather Webster

**Title: \***

CFO



Global Warranty Management Home > Product > All Models > Silverado 3500HD > Build

Build Details

## View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

### Vehicle Information

VIN: 1GB5YSE73PF247489      Model: CK30953-2023 SILVERADO 3500HD DBL CAB 4WD  
Service Contract: No      Branded Title: No      Warranty Block: No      PDI Status: Yes  
Order Type: 70 - RETAIL - STOCK  
Field Actions: [0\\_Open](#)

### Vehicle Build

Model: CK30953 - 2023 SILVERADO 3500HD DBL CAB 4WD      Order Number: BSKMNZ  
Gross Vehicle Weight: 5,176      Build Date: 02/14/2023  
Build Plant: F

### Option Codes

\*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

|                                                                       |                                                    |
|-----------------------------------------------------------------------|----------------------------------------------------|
| 06Z - NOT EQUIPPED W/ BATTERY CURRENT SENSOR                          | 0ST - VAA/COMPONENT REL FRONT SEAT                 |
| 1NF - FRONT FASCIA/ASSEMBLY                                           | 1SZ - OPTION PACKAGE DISCOUNT                      |
| 1WT - WT EQUIPMENT GROUP                                              | 2NF - REAR FASCIA/ASSEMBLY                         |
| 2ST - VAA/COMPONENT REL REAR SEAT                                     | 3ST - VAA/COMPONENT REL REAR SEAT                  |
| 4AA - INTERIOR TRIM                                                   | 4ST - VAA/COMPONENT REL REAR SEAT                  |
| 5A7 - DELETE - SPARE WHEEL                                            | 5FC - VAA/COMPONENT REL FRONT                      |
| 5N5 - REAR CAMERA KIT                                                 | 5ST - VAA/COMPONENT REL REAR SEAT                  |
| 6UW - COMP FRT LH COMPUTER SEL SUSP                                   | 7UW - COMP FRT RH COMPUTER SEL SUSP                |
| 8AN - COMPONENT RR LH                                                 | 9AN - COMPONENT FRT RH                             |
| 9J4 - BUMPER, REAR, DELETE                                            | 9L3 - SPARE TIRE DELETE                            |
| 9L7 - UPFITTER SWITCH KIT (5) (CUSTOMER RESPONSIBLE FOR INSTALLATION) | A2S - SEAT ADJUSTER, DRIVE 4-WAY MANUAL            |
| A68 - SEAT, REAR 60/40 FOLDING BENCH                                  | A7E - SEAT ADJUSTER, PASSENGER 4-WAY MANUAL        |
| AE7 - SEATS, FRONT 40/20/40 BENCH WITH COVERED ARMREST STORAGE        | AED - WINDOWS, POWER FRONT, PASSENGER EXPRESS DOWN |

For this vehicle:

- [View Vehicle Summary.](#)
  - Service Contract
  - Branded Title
  - Warranty Block
- [View Vehicle Build](#)
- [View Vehicle](#)
- [Component Summary.](#)
- [View Vehicle](#)
- [Transaction History.](#)
- [Detail](#)
- [View Vehicle Delivery.](#)
- [Information](#)
- [Investigate Major Assembly History.](#)

|                                                            |                                                                                                                                                                 |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AEQ - WINDOWS, POWER, REAR EXPRESS DOWN                    | AKO - DEEP-TINTED GLASS                                                                                                                                         |
| AL0 - SENSOR INDICATOR INFLATABLE                          | AQG - REMOTE KEYLESS ENTRY                                                                                                                                      |
| AU3 - DOOR LOCKS, POWER                                    | AVI - FRONT ROW SEAT BELT ADJUSTABLE GUIDE LOOPS                                                                                                                |
| AXG - WINDOWS, POWER FRONT, DRIVER EXPRESS UP/DOWN         | AY0 - AIRBAGS DRIVER AND FRONT PASS                                                                                                                             |
| B0N - VEHICLE GM PROD WEEK 31                              | B3P - SALES PROCESSING OPT BAILMENT COMMERCIAL                                                                                                                  |
| BC9 - VINYL FLOOR COVERING                                 | C49 - REAR-WINDOW DEFOGGER                                                                                                                                      |
| C59 - AIR VENTS, REAR, HEATING/ COOLING                    | C67 - AIR CONDITIONING, SINGLE-ZONE MANUAL                                                                                                                      |
| C7W - GVWR: 11,400 LBS. (5,171 KG)                         | CMD - ASSEMBLY PLANT - FLINT, MI                                                                                                                                |
| D31 - MIRROR, MANUAL INSIDE RR VIEW                        | D72 - DOOR HANDLES                                                                                                                                              |
| DBG - TRAILERING MIRRORS, OUTSIDE HEATED, POWER-ADJUSTABLE | E77 - COUNTRY UNITED STATES OF AMERICA (USA)                                                                                                                    |
| F48 - CHASSIS DRIVE LINE-FOUR WHEEL DRIVE(4WD)             | FE9 - 50-STATE EMISSIONS                                                                                                                                        |
| FJVV - VEHICLE FUEL-GASOLINE E15                           | G80 - AUTO LOCKING REAR DIFFERENTIAL                                                                                                                            |
| GAZ - SUMMIT WHITE                                         | GF5 - TRIM PACKAGE - WORK TRUCK                                                                                                                                 |
| GT4 - REAR AXLE: 3.73 RATIO                                | H2G - JET BLACK                                                                                                                                                 |
| IOR - CHEVROLET INFOTAINMENT 3.7" DIAG COLOR TOUCHSCREEN   | J23 - ENGINEERING YEAR 2023                                                                                                                                     |
| J61 - BRAKES, 4-WHEEL ANTILOCK                             | JBP - BRAKE LINING WEAR INDICATOR                                                                                                                               |
| JL1 - TRAILER BRAKE CONTROLLER                             | K1O - AIR FILTRATION MONITORING                                                                                                                                 |
| K34 - CRUISE CONTROL                                       | K47 - HEAVY-DUTY AIR FILTER                                                                                                                                     |
| KC4 - COOLING, EXTERNAL ENGINE OIL COOLER                  | KC5 - POWER OUTLET, FRONT AUXILIARY, 12-VOLT                                                                                                                    |
| K4 - 120V INSTRUMENT PANEL POWER OUTLET                    | KNP - TRANSMISSION OIL COOLER                                                                                                                                   |
| KW5 - 220-AMP ALTERNATOR                                   | L8T - ENGINE: 6.6L V8 GASOLINE                                                                                                                                  |
| MAH - MARKETING AREA NORTH AMERICA                         | MCZ - 2 USB PORTS                                                                                                                                               |
| MYD - TRANS: 6-SPEED AUTO                                  | N33 - STEERING COLUMN, TILT-WHEEL, MANUAL WITH WHEEL LOCKING SECURITY FEATURE                                                                                   |
| NB5 - EXHAUST, SINGLE OUTLET                               | NK5 - STEERING WHEEL, URETHANE                                                                                                                                  |
| NQF - TRANSFER CASE, TWO-SPEED, ELECTRONIC                 | NTB - EMISSION SYSTEM                                                                                                                                           |
| NZZ - SKID PLATES                                          | PCV - WT CONVENIENCE PACKAGE * REMOTE KEYLESS ENTRY * DEEP-TINTED GLASS * REAR-WINDOW DEFOGGER * CRUISE CONTROL * TRAILERING MIRRORS, HEATED & POWER-ADJUSTABLE |
| PYT - 18" PAINTED STEEL WHEELS                             | QF6 - ALL-TERRAIN TIRES                                                                                                                                         |
| R6F - B-CODE ASSIGNMENT VOMS                               | R6V - MOBILITY UPFIT IDENTIFIER                                                                                                                                 |
| R7E - ID-LICENSE PLATE BRACKET CHARGE                      | R8A - LMA/IMR INVOICE EXEMPTION                                                                                                                                 |
| RSR - REAR SEAT REMINDER                                   | SFW - BACK-UP ALARM CALIBRATION                                                                                                                                 |
| SJM - SALES PROCESSING STOCK ORDERS                        | SRW - SINGLE REAR WHEEL                                                                                                                                         |
| T4A - HALOGEN HEADLAMPS                                    | TDM - TEEN DRIVER MODE                                                                                                                                          |
| U01 - LED ROOF MARKER LAMPS                                | U2K - SIRIUSXM RADIO CAPABLE, TRIAL INCLUDED WITH SUBSCRIPTION SOLD SEPARATELY                                                                                  |
| U73 - ANTENNA                                              | UDC - DRIVER INFORMATION CENTER, 3.5"                                                                                                                           |
| UDU - PROVISIONS FOR REAR CAMERA PREP                      | UE1 - ONSTAR (R) SERVICES & WI-FI (R) HOTSPOT CAPABLE; SEE ONSTAR.COM FOR TERMS                                                                                 |

|                                                                                                                                                    |                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| UIR - INFOTAINMENT DISPLAY-NORMALLY BLACK COLOR (TFT) 7", WVGA 800X480P                                                                            | UJM - TIRE PRESSURE MONITORING SYSTEM WITH TIRE FILL ALERT                               |
| UMN - SPEEDOMETER INST, MILES & KILO, MILES ODOMETER                                                                                               | UQF - AUDIO SYSTEM FEATURE, 6-SPEAKER                                                    |
| URC - SWITCH-FLEXRIDE MODE SYSTEM                                                                                                                  | V46 - CHROME BUMPERS                                                                     |
| V76 - FRONT RECOVERY HOOKS                                                                                                                         | V8D - VEHICLE STATEMENT US                                                               |
| VK3 - LICENSE PLATE KIT, FRONT                                                                                                                     | VRD - VAA/COMPONENT REL DOOR                                                             |
| VRF - VAA/COMPONENT REL                                                                                                                            | VRG - VAA/COMPONENT REL COCKPIT                                                          |
| VRH - VAA/COMPONENT REL STEERING COLUMN                                                                                                            | VRJ - VAA/COMPONENT REL                                                                  |
| VRK - VAA/COMPONENT REL ROOF TRIM                                                                                                                  | VRL - VAA/COMPONENT REL FRONT HORIZONTAL SUSPENSION                                      |
| VRM - VAA/COMPONENT REL FRONT VERTICAL SUSPENSION                                                                                                  | VRN - VAA/COMPONENT REL REAR SUSPENSION                                                  |
| VRR - VAA/COMPONENT REL TIRES & WHEELS                                                                                                             | VT7 - OWNERS MANUAL ENGLISH LANGUAGE                                                     |
| VV4 - WI-FI (R) HOTSPOT CAPABLE; (SUBJECT TO TERMS SEE ONSTAR.COM)                                                                                 | VXT - ***INCOMPLETE VEHICLE*** LABEL FOR GM CONTENT ONLY-SEE DEALER ABOUT NON GM CONTENT |
| VYU - SNOW PLOW PREP/CAMPER PACKAGE: * ALTERNATOR: 220 AMPS * INCREASED FRONT GAWR * SKID PLATES * ROOF EMERGENCY LIGHT PROVISIONS W/ PASS THROUGH | WMX - VIN MODEL YEAR 2023                                                                |
| X88 - MARKET BRAND CHEVROLET                                                                                                                       | YK6 - IDENTIFICATION (SEO)                                                               |
| Z85 - SUSPENSION PACKAGE, STANDARD                                                                                                                 | ZL3 - SALES PACKAGE-CONVENIENCE                                                          |
| ZW9 - PICKUP BOX DELETE: DELETES PICKUP BOX, REAR VISION CAMERA AND OTHER STANDARD EQUIPMENT                                                       |                                                                                          |

Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

Privacy Policy    Terms of Use



REMIT TO:

CORPORATE OFFICE PITTSBURGH

1241 Lower Rodi Road, Turtle Creek, PA 15145; Phone (412) 829-2120; FAX (412) 829-7286  
EIN# 25-1342527

W230285

PITTSBURGH NORTH: Cranberry Township, PA; Phone (724) 935-6700; EIN# 25-1551820

ALTOONA: Zoresco Storage Solutions, Altoona, PA; Phone (814) 941-9922; EIN# 25-1854944

CLEVELAND: Oakwood Villiage, OH; Phone (440) 359-1010; EIN# 25-1884535

CINCINNATI: Monroe, OH; Phone (513) 360-2929; EIN# 25-1551820

STORE: OAKWOOD VILLAGE OH 44146

INVOICE #: 2023500390 INVOICE DATE: 05/15/2023 TERMS: NET 10

CUST #: 25020 CPOOL END USER: YARK CHEVROLET  
BILL TO: YARK AUTOMOTIVE GROUP 26997 N. DIXIE HIGHWAY  
6019 WEST CENTRAL AVENUE  
TOLEDO OH 43615 PERRYSBURG OH 43551

CUSTOMER PO#: ENTERED BY: YEAR: 2023 MODEL: CK30953 D.C. CONTACT: ROGER  
ROGER22823 MJP MAKE: CHEVROLET VIN #: 1GB5YSE73PF247489 PHONE #:

| PART NUMBER | DESCRIPTION | PHASE | UOM | QUANTITY | PRICE | EXTENDED |
|-------------|-------------|-------|-----|----------|-------|----------|
|-------------|-------------|-------|-----|----------|-------|----------|

FURNISH AND INSTALL:

KNAPHEIDE ALUMINUM SERVICE BODY, MODEL A698, WITH THE FOLLOWING:

- |                                                                           |                                                                 |
|---------------------------------------------------------------------------|-----------------------------------------------------------------|
| - 99.25" LONG x 40" HIGH x 78" WIDE                                       | - 14.5" COMPARTMENT DEPTH                                       |
| - 49" WIDE CARGO AREA                                                     | - MILITARY-GRADE ALUMINUM CONSTRUCTION                          |
| - ALL-ALUMINUM 6061 T6 UNDERSTRUCTURE                                     | - 6061 T6 ALUMINUM EXTRUSION FLOOR CONSTRUCTION                 |
| - STANDARD SHELVING PACKAGE                                               | - SLAM-LOCK TAILGATE                                            |
| - AUTOMOTIVE STYLE ROTARY LATCHES                                         | - NITROGEN STRUT DOOR RETAINERS                                 |
| - LED SURFACE MOUNT LIGHT KIT                                             | - BODY PAINTED WHITE                                            |
| - GALVA-GRIP RECESS BUMPER                                                | - BUMPER SPRAY-LINED BLACK                                      |
| - CLASS V 2" RECEIVER HITCH                                               | - HITCH RATED AT 17,000 M.G.T.W.                                |
| - 7-WAY SPADE TRAILER PLUG                                                | - INSTALL OEM SUPPLIED BACKUP CAMERA - ON CENTERLINE OF VEHICLE |
| - INSTALL OEM SUPPLIED UPFITTER SWITCHES                                  |                                                                 |
| - LED STROBE LIGHTS IN REAR S/T/T LIGHTS WIRED TO THE OEM UPFITTER SWITCH |                                                                 |

BODY S/N: 840628

KNAPHEIDE ISOLATION MOUNT IN LIEU OF STANDARD MOUNT KIT:

- MINIMIZES POTENTIAL FOR BODY FRACTURING DUE TO TORSIONAL TWISTING
- RUBBER MOUNTS ARE UTILIZED TO ALLOW THE BODY TO RESIST TORSIONAL LOADS
- RAISES THE BODY APPROXIMATELY 1-1/4" COMPARED TO THE STANARD MOUNT KIT

NOTE: DO NOT EXCEED THE TOWING CAPACITY SPECIFIED BY THE MANUFACTURER IF IT IS LESS THAN THE ABOVE STATED HITCH CAPACITY.

\*NOTE: Truck reprogramming may be required by the dealer for the S/T/T lights.

\*\*\* CONTINUED NEXT PAGE \*\*\*



Equipment Company  
[www.zoresco.com](http://www.zoresco.com)

REMIT TO:

CORPORATE OFFICE PITTSBURGH

1241 Lower Rodi Road, Turtle Creek, PA 15145; Phone (412) 829-2120; FAX (412) 829-7286  
EIN# 25-1342527

PITTSBURGH NORTH: Cranberry Township, PA; Phone (724) 935-6700; EIN# 25-1551820  
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CINCINNATI: Monroe, OH; Phone (513) 360-2929; EIN# 25-1551820

W330285

STORE: OAKWOOD VILLAGE OH 44146

INVOICE #: 2023500390 INVOICE DATE: 05/15/2023 TERMS: NET 10

CUST #: 25020 CPOOL END USER: YARK CHEVROLET  
BILL TO: YARK AUTOMOTIVE GROUP 26997 N. DIXIE HIGHWAY  
6019 WEST CENTRAL AVENUE  
TOLEDO OH 43615 PERRYSBURG OH 43551

CUSTOMER PO#: ENTERED BY: YEAR: 2023 MODEL: CK30953 D.C. CONTACT: ROGER  
ROGER22823 MJP MAKE: CHEVROLET VIN #: 1GB5YSE73PF247489 PHONE #:

| PART NUMBER | DESCRIPTION | PHASE | UOM | QUANTITY | PRICE | EXTENDED |
|-------------|-------------|-------|-----|----------|-------|----------|
|-------------|-------------|-------|-----|----------|-------|----------|

and is the responsibility of the dealer. Zoresco can provide this servi  
depending upon local dealer's labor rates and transportation costs).

|     |            |           |
|-----|------------|-----------|
| NON | BASE PRICE | 13,718.00 |
|     | SALES TAX  | 0.00      |

X

|                                                                                                                                                                                                                                                                                                             |             |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
| I UNDERSTAND AND AGREE THAT ANY CREDIT GRANTED SHALL BE PAID PROMPTLY IN<br>ACCORDANCE WITH TERMS AND AGREEMENTS, THAT THE CREDIT GRANTOR MAY ADD<br>ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH TO THE BALANCE OWED, AND IN EVENT<br>OF DEFAULT TO PAY REASONABLE COLLECTION CHARGES AND/OR ATTORNEY FEES. | ORDER TOTAL | 13,718.00 |
|                                                                                                                                                                                                                                                                                                             | AMT PAID    | 0.00      |
|                                                                                                                                                                                                                                                                                                             | TOTAL DUE   | 13,718.00 |

**Waterford**  
BANK, N.A.3900 North McCord Road  
Toledo, OH 43617

CASHIER'S CHECK

REMITTER Yark Automotive Group

DATE September 07, 2023

PAY  
TO THE  
ORDER OF \* City of Perrysburg, OhioAmount **\$1,000.00**

\*\*\*\* One Thousand and 00/100\*\*\*\*

DOLLARS

**Memo:**

A Surety Bond may be required before Cashier's Checks  
will be replaced in the event they are misplaced, lost, or stolen.

**NON-NEGOTIABLE**

HARLAND CLARKE [REDACTED]

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

**Waterford**  
BANK, N.A.3900 North McCord Road  
Toledo, OH 43617

CASHIER'S CHECK

REMITTER

Yark Automotive Group

DATE

September 07, 2023

4014 [REDACTED]

PAY  
TO THE  
ORDER OF \* City of Perrysburg, OhioAmount **\$1,000.00**

DOLLARS

\*\*\*\* One Thousand and 00/100\*\*\*\*

**Memo:**

A Surety Bond may be required before Cashier's Checks  
will be replaced in the event they are misplaced, lost, or stolen.

  
AUTHORIZED SIGNATURE

MP

⑈4014⑈⑈041215854⑈

**TO:** Mayor Mackin  
President Smith  
Members of City Council

**FROM:** Timothy W. Effler, Law Director

**RE:** Resolution 98-2023

**DATE:** September 15, 2022



### **Subject Matter/Background**

This Resolution awards the bid for a  $\frac{3}{4}$  Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities to Dave White Chevrolet of Sylvania in an amount of \$63,335.00.

The City undertook a competitive bid process for One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities and only one company bid therefore, having reviewed the bid the City of Perrysburg found that Dave White Chevrolet of Sylvania, was the lowest and best company to provide the One Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities.

### **Financial Review**

This expense will be split evenly between the following accounts:

Account#: 5401-61814-55600

Account#: 5402-61826-55600

### **Legal Review**

This legislation has been reviewed and is appropriately before you.

### **Recommendation**

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

## **RESOLUTION 98-2023**

**A RESOLUTION AWARDING A BID AND AGREEMENT TO DAVE WHITE CHEVROLET OF SYLVANIA, IN AN AMOUNT OF SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$63,335.00) FOR A ¾ TON CREW CAB TRUCK WITH A UTILITY BED FOR THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Perrysburg, Ohio solicited bids to for a ¾ Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities, and the City issued a bid package which contained all relevant specifications and requirements for the process, which acknowledged that the City was authorized to waive minor irregularities in bidding which did not affect the fairness of the process, and pursuant to which the City would accept the lowest and best bid for the required work; and,

WHEREAS, Dave White Chevrolet of Sylvania provided the only bid and therefore, the lowest and best bid, for the proposed vehicle, at Sixty-Three Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$63,335.00).

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

SECTION 1. The City Council authorizes the award of the Bid for the ¾ Ton Crew Cab Truck with a Utility Bed for the Department of Public Utilities to Dave White Chevrolet of Sylvania; and, the Mayor and Director of Finance are authorized to execute an agreement with Dave White Chevrolet of Sylvania in an amount of Sixty-Three Thousand Three Hundred Thirty-Five Dollars and Zero Cents (\$63,335.00) 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 an emergency measure will permit the Department of Public Utilities to take the necessary steps to order the vehicles and utilize them in the fleet as soon as possible, 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: \_\_\_\_\_

General Info

Total:

\$63,335.00

| Number                                   | Description                                                                            |
|------------------------------------------|----------------------------------------------------------------------------------------|
| 3/4 Ton Crew Cab with Utility bed        | The City of Perrysburg is accepting proposals for a 3/4 ton crew cab with utility bed. |
| Deadline                                 | Allows zero unit prices and labor                                                      |
| 09/14/2023 02:00 PM EDT                  | Yes                                                                                    |
| Vendor                                   | Allows negative unit prices and labor                                                  |
| Dave White Chevrolet                     | Yes                                                                                    |
| Submitted                                |                                                                                        |
| 09/13/2023 12:37 PM EDT                  |                                                                                        |
| Signed by                                |                                                                                        |
| Jacob Rhodes Account Holder Jacob Rhodes |                                                                                        |
| Opened                                   |                                                                                        |
| 09/14/2023 02:03 PM EDT By               |                                                                                        |
| bthomas@ci.perrysburg.oh.us              |                                                                                        |

Attachment List

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2\_LegalNotice\_FY21.pdf (110 KB)  
Legal Advertisement

---

3-4 ton crew cab utility bed.pdf (62.8 KB)  
Specifications

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Vehicles

\$63,335.00

| Item Code | Description                                                | Quantity | Units | Unit Price  | Extension          |
|-----------|------------------------------------------------------------|----------|-------|-------------|--------------------|
| 10        | 3/4 Ton, Crew Cab, 8' Bed with 6-door utility/service body | 1.0000   | Each  | \$63,335.00 | \$63,335.00        |
|           |                                                            |          |       |             | Total: \$63,335.00 |

**Additional Information**

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| Item Code | Bid Description                                            | Proposed Make | Proposed Model |
|-----------|------------------------------------------------------------|---------------|----------------|
| 10        | 3/4 Ton, Crew Cab, 8' Bed with 6-door utility/service body | Chevrolet     | Silverado 2500 |
|           |                                                            |               |                |

# 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.

## Pickup Trucks \*

No bid

## Proposal for Chemical, Material or Services

---

**Bidding Entity Name \***

Dave White Chevrolet

**Bidder Representative Name \***

Jacob Rhodes

**Title \***

Commercial & Fleet Manager

**Principal Place of Business Address \***

5880 Monroe St.

**Principal Place of Business City \***

Sylvania

**Principal Place of Business State \***

Ohio

**Principal Place of Business Zip Code \***

43560

**Telephone \***

(419) 885-4444 x282

**Fax \***

(419) 824-7602

**Email \***

jrhodes@whitecars.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.

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

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.

**Representative Name \***

Jacob Rhodes

**Entity Name \***

Dave White Chevrolet

doing business as a

**Type \***

Limited Liability Company

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

| Name                                                                                                               | Omission Terms | Submitted File                                         |
|--------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------|
| Proposed Item Code 10 Specs<br>Specifications for Proposed Vehicle to Match<br>Item Code 10 Minimum Specifications | Required       | city of<br>perrysburg -<br>build sheet -<br>235848.pdf |
| 1 Required Document                                                                                                |                |                                                        |

Optional Document List for Chemicals, Materials, or Services

| Name                                                                                                    | Omission Terms                                         | Submitted File |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------|
| Optional: Vendor is not required to complete.                                                           |                                                        |                |
| Paper Surety Bond<br>Electronic Copy of Paper Surety Bond                                               | Omit if Electronic Bond or Check/Money Order Submitted | No bid         |
| Certified/Cashier's Check or Money Order<br>Electronic Copy of Certified/Cashier's Check or Money Order | Omit if Electronic or Paper Surety Bond Submitted      | No bid         |
| 2 Required Documents                                                                                    |                                                        |                |

# NONCOLLUSION AFFIDAVIT

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**STATE OF: \***

Ohio

**COUNTY OF: \***

Lucas

**Bid Identification \***

BUSINESS73320

**Bidder's Name \***

Jacob Rhodes

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

\*

other

**Enter response if "other" was selected**

Commercial & Fleet Manager

**of (company name): \***

Dave White Chevrolet

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: \***

Jacob Rhodes

**Title: \***

Commercial & Fleet Manager



# Vehicle Locator

## Dealer Information

**DAVE WHITE CHEVROLET, LLC**  
**5880 MONROE**  
**SYLVANIA, OH 43560**  
**Phone: 419-885-4444**  
**Fax: 419-824-7602**

1GC1YLE70PF258157

**Model Year: 2023**

**Make: Chevrolet**

**Model: 2500HD Silverado**

**CK20943-LWB, 4WD, Crew Cab**

**PEG: 1WT-Work Truck Preferred Equipment Group**

**Primary Color: GAZ-Summit White**

**Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim**

**Engine: L8T-Engine: 6.6L, V-8, SIDI**

**Transmission: MYD-6-Speed Automatic**

**Event Code: 5000-Delivered to Dealer**

**Order #: CDXWW2**

**Total Price including Upfit: \$68,925.00**

**Order Type: TSC-SVC Commercial**

**Stock #: 235848**

**Inventory Status: Available**

## Additional Vehicle Information

## GM Marketing Information

## Vehicle Options

No Cost Options

## Other Options

1WT-Work Truck Preferred Equipment Group  
AE7-Seats: Front 40/20/40 Split-Bench, Uplevel  
AQQ-Keyless Remote Entry  
B3P-Special Vehicle Sales  
Body Manufacturer-Knapheide  
C49-Defogger, Rear Window, Electric  
DD8-ISRVR Mirror, Electro-chromatic

E63-Durabed  
Fuel Type-Gasoline  
GAZ-Summit White  
H2G-1WT-Vinyl, Jet Black, Interior Trim  
JL1-Integrated Trailer Brake Controller  
K47-Heavy Duty Air Filter  
KI4-120 Volt Electrical Receptacle, In Cab  
KW5-Alternator, 220 AMP  
MYD-6-Speed Automatic

NZZ-Skid Plate

PCV-1WT Convenience 1 Package  
PYN-Wheels: 17" Steel, Painted  
QT5-Tailgate Function--EZ Lift, Power Lock & Release  
SAF-Spare Tire Lock  
U2K-SiriusXM Satellite Radio (subscription)  
UVC-Rear Vision Camera  
Upfit Model Description-Silverado 2500  
V76-Recovery Hooks  
VK3-Front License Plate Mounting Provisions  
YK6-SEO Processing Option  
ZXT-Tire, Spare: LT265/70 R17 Blackwall

9L7-Upfitter / Accessory Electrical Switches  
AKO-Glass, Deep Tinted  
AU3-Power Door Locks  
BG9-Floor Covering: Rubberized Vinyl, Black  
Body Type Description-Service Truck  
C7A-Lowered GVW Rating 10,000 Lbs  
DWC-Mirrors, O/S: Man.Fold.,Man. Ext., Heat, Turn Indicator  
FE9-Federal Emissions  
G80-Auto Locking Differential, Rear  
GT4-Rear Axle: 3.73 Ratio  
IOR-Chevrolet Infotainment, 7" Color Screen  
K34-Cruise Control  
KC4-Cooler, Engine Oil  
KNP-Transmission Cooling System  
L8T-Engine: 6.6L, V-8, SIDI  
NQF-Transfer Case: w/ Rotary Dial Control, Electronic Shift

On Lot Notes-Summit White 2023 Chevrolet Silverado 2500HD Work Truck 4WD 6.6L V8, Knapheide 8' Steel Service Body, GVWR 10,000 LBS, Heated & Power Adjustable Vertical Trailing Mirrors, 220 Amp Alternator, Chrome Front Bumper, Cruise Control, Deep-Tinted Glass, Electric Rear-Window Defogger, EZ Lift Power Lock & Release Tailgate, Heated Vertical Trailing Mirrors, Integrated Trailer Brake Controller, Remote Keyless Entry, Snow Plow Prep/Camper Package, Upfitter Switch Kit (5), WT Convenience Package.ATTENTION OUT OF STATE AND IN STATE CUSTOMERS: WE CAN ASSIST YOU WITH SHIPPING. We are conveniently located 50 minutes from Detroit Metropolitan Wayne County Airport (DTW) and 20 minutes from Toledo Express Airport (TOL). We would be happy to pick you up at the airport or assist you with shipping anywhere in the continental United States. Price includes: \$500 - Chevrolet Consumer Cash Program. Exp. 10/02/2023

PRF-3 Years of Onstar Remote Access  
QK1-Standard Tailgate  
QXT-Tires: LT265/70 R17 All Terrain, Blackwall  
  
SFW-Back-Up Alarm Calibration (SEO)  
UE1-OnStar Communication System  
Upfit Condition-New  
V46-Bumper, Front, Chrome  
VJH-Bumper, Rear, Chrome Step  
VYU-Snow Plow Prep / Camper Package  
Z82-Trailing Package

"~" indicates vehicle belongs to Trading Partner's inventory

## Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.