



**CITY OF PERRYSBURG
CITY COUNCIL
AGENDA**

February 6, 2024

1. Call to Order - 6:30 PM
2. Roll Call
3. Pledge of Allegiance
4. Minutes of Council Meeting of January 16, 2024
5. Minutes of Public Hearing of January 16, 2024
6. Special Reports
7. Letters, Communications, and Citizens Communications
8. Administrative Reports
 - a. Mayor
 - b. City Administrator
 - c. Finance Director
 - d. Law Director
9. President of Council Report
10. Committee Reports
 - a. **Finance & Economic Development**
 - b. **Safety**

Resolution# 9-2024

A RESOLUTION AUTHORIZING A RADIO MAINTENANCE AGREEMENT WITH P&R COMMUNICATIONS SERVICE, INC. FOR RADIO REPAIRS AND MAINTENANCE FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$38,616.00); AND DECLARING AN EMERGENCY

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

Resolution# 10-2024

A RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT WITH PROPHOENIX CORPORATION IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-SEVEN DOLLARS AND TNINETY-THREE CENTS (\$35,657.93) TO PROVIDE MAINTENANCE AND TECHNICAL SUPPORT FOR POLICE DIVISION COMPUTER SYSTEMS

FOR THE YEAR BEGINNING MARCH 21, 2024

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

Resolution# 11-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH P&R COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND THIRTY-FOUR CENTS (\$40,515.34) FOR THE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT FOR THE POLICE DIVISION; AND DECLARING AN EMERGENCY

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

Resolution# 12-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH STRYKER MEDICAL IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$40,821.00) FOR THE PURCHASE OF THREE (3) LUCAS 3 V3.1 CHEST COMPRESSION SYSTEMS FOR THE FIRE DIVISION AS WELL AS ALLOWING THE TRADE-IN OF EQUIPMENT 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***

c. Recreation

d. Planning & Zoning

e. Personnel

Ordinance# 6-2024

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE 266.15-2 ; AND DECLARING AN EMERGENCY

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

f. Public Utilities

Resolution# 13-2024

A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC UTILITIES AND THE DEPARTMENT OF PUBLIC SERVICE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE H2OHIO CHLORIDE REDUCTION GRANT PROGRAM; AND DECLARING AN EMERGENCY

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

Resolution# 14-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH CHARLIE'S DODGE, INC. IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$46,438.00) FOR THE PURCHASE OF A 2024 JEEP GRAND CHEROKEE ALTITUDE VEHICLE 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# 15-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR NPDES PERMIT APPEAL SUPPORT SERVICES AT A COST NOT TO EXCEED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00); AND DECLARING AND EMERGENCY

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

Ordinance# 7-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.09 "CAPITAL EXPANSION CHARGE" OF THE CITY OF PERRYSBURG UTILITES CODE CODIFIED BY ORDINANCE 13-2022 AND PASSED ON APRIL 5, 2022; AND DECLARING AN EMERGENCY

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

Ordinance# 8-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.08 "CAPITAL EXPANSION CHARGE" OF THE CITY OF PERRYSBURG UTILITES CODE CODIFIED BY ORDINANCE 12-2022 AND PASSED ON APRIL 5, 2022; AND DECLARING AN EMERGENCY

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

Ordinance# 9-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.04 "TAP OR CONNECTION CHARGES" OF THE CITY OF PERRYSBURG UTILITES CODE CODIFIED BY ORDINANCE 11-2022 AND PASSED ON APRIL 5, 2022; AND DECLARING AN EMERGENCY

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

g. Service

Resolution# 16-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH POSITIVE TRADES GROUP, LLC IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND SIX HUNDRED NINE DOLLARS AND ZERO CENTS (\$74,609.00) FOR THE SERVICING OF THE BUILDING MANAGEMENT SYSTEM IN THE POLICE BUILDING; AND DECLARING AN EMERGENCY

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

Resolution# 17-2024

A RESOLUTION AUTHORIZING AWARD OF THE BID AND AGREEMENT WITH GEDDIS PAVING & EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS AND SIXTY-FOUR CENTS (\$281,388.64) FOR THE DOWNTOWN PARKING AND PAVING IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY

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

Resolution# 18-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE EDGE GROUP, INC. FOR PROFESSIONAL SERVICES TO CREATE A FINAL DESIGN OF IMPROVEMENTS FOR THE DOWNTOWN STREETScape PROJECT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$341,500.00); AND DECLARING AN EMERGENCY

1st Reading, no vote required

11. Other Business

- a. Request an Executive Session to consider the compensation of public employees.

12. Adjournment

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 9-2024

DATE: February 2, 2024



Subject Matter/Background

The Police Division's Agreement for radio repair and maintenance with P&R Communications is up for renewal. This agreement is necessary to maintain the Police Division's radio system which includes dispatch console positions, radio control room hardware, and all mobile and portable radios for the Perrysburg Police Division.

This Resolution authorizes the Mayor and Director of Finance to execute the necessary documents with P & R Communications Service, Inc. for the renewal of the Police Divisions radio repair and maintenance agreement in an amount not to exceed Thirty-Eight Thousand Six Hundred Sixteen Dollars and Zero Cents (\$38,616.00).

Financial Review

Account#: 1110-21232-53215

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 there is uninterrupted maintenance service.

RESOLUTION 9-2024

A RESOLUTION AUTHORIZING A RADIO MAINTENANCE AGREEMENT WITH P&R COMMUNICATIONS SERVICE, INC. FOR RADIO REPAIRS AND MAINTENANCE FOR THE POLICE DIVISION IN AN AMOUNT NOT TO EXCEED THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$38,616.00); AND DECLARING AN EMERGENCY

WHEREAS, the Police Division's Agreement for radio repair and maintenance with P&R Communications is up for renewal; and,

WHEREAS, this agreement is necessary to maintain the Police Division's radio system which includes dispatch console positions, radio control room hardware, and all mobile and portable radios for the Perrysburg Police Division; and,

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

SECTION 1. The Mayor and Director of Finance are authorized execute the necessary documents with P & R Communications Service, Inc. for the renewal of the Police Divisions radio repair and maintenance agreement in an amount not to exceed Thirty-Eight Thousand Six Hundred Sixteen Dollars and Zero Cents (\$38,616.00) 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 ensure there is uninterrupted maintenance service, 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: _____

Timothy W. Effler
LAW DIRECTOR



SERVICE AGREEMENT CONTRACT

Date: January 8, 2024

City of Perrysburg, Police Division
330 Walnut Street
Perrysburg, OH 43551
Attn: Chief Patrick Jones

Customer # 12139 / Contract # 196-05
Contract Begin Date: 03/01/24 / Contract End Date: 2/28/25
New or Renewal: Renewal

When this agreement is accepted by P&R Communications and the Customer named above, the equipment noted below will be serviced by P&R. Also, please note that any non-supported equipment will be repaired at best effort.

Contract covers the following equipment, as further defined with serial numbers:

- (11) Motorola APX6000 Portables Under Warranty
- (3) APX4500 Mobiles Under Warranty
- (45) Motorola APX6000 Portables
- (19) Motorola APX4500 Mobiles
- (9) Motorola APX7500 Consolelets
- (3) Motorola SLR8000 Repeaters
- (5) Avtec Console Positions with 1 year of Scoutcare Renewal (3/01/2023-2/28/2024)
- (1) Avtec Console Positions with 1 year of Scoutcare Renewal (11/13/23-11/12/24). *Five months of this was paid on invoice #70950. The remaining 7 months is in this contract renewal pricing.

Monthly Amount: \$3,218.00
Annual Amount: \$38,616.00

Any additional or new equipment purchased will be added to this contract at the customer's request.

As warranties expire, the service agreement price per unit will increase once the customer is notified.

For any equipment not covered on this service contract, P&R's normal time and material rates will apply.

Service hours for this contract will be M-F 8am-5pm for subscribers and 24x7x365 for infrastructure.

CUSTOMER

By:

Print Name:

Title:

Date:

P&R COMMUNICATIONS SERVICE, INC.

By:

Grace Wajert

Print Name: Grace Wajert

Title: Executive Assistant

Date: 01/08/2024

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 10-2024

DATE: February 2, 2024



Subject Matter/Background

The Police Division for the City of Perrysburg, Ohio, has computer aided dispatch software, mobile terminal software, and a records management system, for which ProPhoenix Corporation has provided maintenance and technical support in the past. These systems require maintenance and technical support in order to work correctly, and the agreements covering such maintenance and technical-support services run for one year and must be renewed annually.

This Resolution allows the Mayor and Director of Finance to enter into an agreement with ProPhoenix Corporation in an amount not to exceed Thirty-Five Thousand Six Hundred Fifty-Seven Dollars and Ninety-Three Cents (\$35,657.93) to support the Police Department's computer aided dispatch software, mobile terminal software, and a records management system and to provide backup license maintenance for those systems, for one year beginning March 21, 2024.

Financial Review

Account#: 1110-21232-53215

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.

RESOLUTION 10-2024

**A RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT
WITH PROPHOENIX CORPORATION IN AN AMOUNT NOT TO
EXCEED THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY-SEVEN
DOLLARS AND TNINETY-THREE CENTS (\$35,657.93) TO
PROVIDE MAINTENANCE AND TECHNICAL SUPPORT
FOR POLICE DIVISION COMPUTER SYSTEMS FOR THE YEAR
BEGINNING MARCH 21, 2024**

WHEREAS, the Police Division for the City of Perrysburg, Ohio, has computer aided dispatch software, mobile terminal software, and a records management system, for which ProPhoenix Corporation has provided maintenance and technical support in the past; and,

WHEREAS, these systems require maintenance and technical support in order to work correctly, and the agreements covering such maintenance and technical support services run for one year and must be renewed annually; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with ProPhoenix Corporation in an amount not to exceed Thirty-Five Thousand Six Hundred Fifty-Seven Dollars and Ninety-Three Cents (\$35,657.93) to support the Police Department's computer aided dispatch software, mobile terminal software, and a records management system and to provide backup license maintenance for those systems, for one year beginning March 21, 2024.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



ProPhoenix Corporation

502 Pleasant Valley Ave, Suite 1
Moorestown, NJ 08057
Phone: 609-953-6850
Web: www.prophoenix.com

**Estimate for Support and
Maintenance for the Period
03/21/24 to 03/21/25**

ESTIMATE#: 1705-2024

Estimate Date: 7/26/2023

Amount: 35,657.93

Due Date: 03/21/2024

Perrysburg Police Division

330 Walnut Street
Perrysburg, OH 43551

Attention: Owens, Amanda
Email: aowens@ci.perrysburg.oh.us
Phone#: 419-872-8001

Item Details	Amount
07-000006 Phoenix CAD, WDA and RMS--APPENDIX B	33,936.70
16-000296 Google Map Licensing	1,298.92
17-000128 Test Server Installation and Configuration	422.31
Total	35,657.93

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 11-2024

DATE: February 2, 2024



Subject Matter/Background

The Police Division has purchased two new marked vehicles, each of those vehicles need to be upfit with necessary equipment.

The price for each vehicle's equipment and installation is Twenty Thousand Two Hundred Fifty-Seven Dollars and Sixty-Seven Cents (\$20,257.67) for a total cost of Forty Thousand Five Hundred Fifteen Dollars and Thirty-Four Cents (\$40,515.34).

This Resolution authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with P&R Communications for the purchase and installation of the necessary equipment for the two new police vehicles at a total cost not to exceed Forty Thousand Five Hundred Fifteen Dollars and Thirty-Four Cents (\$40,515.34).

Financial Review

Account#: 1110-21232-53850

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 permit the Division of Police to take the necessary steps to order the equipment and utilize the vehicles in the fleet as soon as possible

RESOLUTION 11-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH P&R COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND THIRTY-FOUR CENTS (\$40,515.34) FOR THE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT FOR THE POLICE DIVISION; AND DECLARING AN EMERGENCY

WHEREAS, the Police Division has purchased two new marked vehicles, each of those vehicles need to be upfit with necessary equipment; and,

WHEREAS, the price for each vehicle's equipment and installation is Twenty Thousand Two Hundred Fifty-Seven Dollars and Sixty-Seven Cents (\$20,257.67) for a total cost of Forty Thousand Five Hundred Fifteen Dollars and Thirty-Four Cents (\$40,515.34); and,

WHEREAS, this equipment is in the 2024 budget.

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 P&R Communications for the purchase and installation of the necessary equipment for the two new police vehicles at a total cost not to exceed Forty Thousand Five Hundred Fifteen Dollars and Thirty-Four Cents (\$40,515.34), 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 Division of Police to take the necessary steps to order the equipment and utilize the vehicles 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: _____

Timothy W. Effler
LAW DIRECTOR



731 East First Street
Dayton 45402-1383
(937) 512-8100

PAGE 1

736 Vandemark Rd
Sidney, OH 45365

4910 Wynnscape Drive
Oregon, OH 43616

QUOTATION

QUOTE NO.: 49189 - 00 EC
DATE: 11/06/23
TERMS: NET 30 DAYS
DELIVERY: SHIP USING P&R ACCOU

12139
TO: Perrysburg Police Department
Attn: Chief Pat Jones
330 Walnut Street
Perrysburg, OH 43551

Please reference Quote No. on
Correspondence & purchase orders.
Prices firm for 30 days.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	SOUNDOFF REAR INTERIOR BAR BLUE	725.00	725.00
2	SOUNDOFF UNIVERSAL UNDERCOVER SCREW IN LED INSERT WHITE	94.00	188.00
2	SOUNDOFF REPLACEMENT COLLAR KIT	5.75	11.50
1	SOUNDOFF FLASHBACK PLUG-IN ALTERNATING TAILLIGHT FLASHER	65.00	65.00
1	SOUNDOFF NERGY 400 SERIES MULTI-FUNCTION SIREN W/BUTTON	676.00	676.00
2	SOUNDOFF 100J SERIES COMPOSITE SPEAKER W/UNIVERSAL BAIL BRKT	253.00	506.00
2	100N/100J SERIES SPEAKER BRACKET FORD PI UTILITY BUMPER	25.00	50.00
2	SOUNDOFF MPOWER 3" FASCIA LIGHT W/SCREW MOUNT BLUE	102.00	204.00
1	HAVIS 2020 FORD INTERCEPTOR UTILITY SPECIFIC ANGLED CONSOL EACH CONSOLE INCLUDES: 1) C-EB30-APR-1P 1) C-EB25-XPR-1P 1) C-EB35-S38-1P	474.00	474.00
1	HAVIS CON, ACSY, CUPHOLDER, 4 MS, IM, DUAL Continued on following page	52.00	52.00



QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	HAVIS CON, ACSY, ARM, EM, LPD, FLP, H-ADJT	143.00	143.00
1	HAVIS 11" SLIDE OUT LOCKING SWING ARM W/MOTION ADAPTER	289.00	289.00
1	HAVIS HVAC RELOCATION BRACKET KIT	48.00	48.00
1	HAVIS DOCKING STATION FOR GETAC A140 RUGGED TABLET W/PS	953.00	953.00
1	HAVIS HEAVY-DUTY DASH MOUNT FOR 2020-2021 FORD IU	422.00	422.00
1	HAVIS 8.5" HEAVY DUTY SIDE MOUNT	182.00	182.00
1	HAVIS RUGGED KEYBOARD MOUNT	134.00	134.00
1	PROGARD HD PUSH BUMPER	465.00	465.00
1	PROGARD SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION	824.00	824.00
1	PROGARD REAR TRANSPORT SEATS WITH OUTBOARD SEAT BELTS	1,724.00	1,724.00
1	PROGARD REAR WINDOW BARS	230.00	230.00
1	VERTICAL PARTITION MOUNT DUAL WEAPON TRI-LOCK GUN RACK	499.00	499.00
1	EZ STAK PURSUIT SERIES ALUMINUM DRAWER UNIT	2,632.00	2,632.00
1	8" PURSUIT INSTALLATION BRACKETS		
1	MAGNETIC MIC HANGER	35.00	35.00
1	ANTENNA QUARTERWAVE 152-162 Continued on following page	25.00	25.00



QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	SOUNDOFF 55" MPOWER LED LIGHTBAR	2,580.00	2,580.00
2	SOUNDOFF SIGNAL SL RUNNING LIGHT, 72"-6 MODULE DUAL B/W	486.00	972.00
6	SOUNDOFF SIGNAL MPOWER 4" FASCIA LIGHT STUD MOUNT B/W	131.00	786.00
2	SOUNDOFF SIGNAL NFORCE SINGLE DECK/GRILLE MOUNT LIGHT B/W	139.00	278.00
1	TOLEDO INSTALL & REMOVAL LABOR	3,500.00	3,500.00
1	MISC PARTS	75.00	75.00
1	SHOP SUPPLIES	25.00	25.00

* Thank you for choosing P&R! *			
* All quotes valid for 15 days *			
* 3% surcharge on all credit card transactions *			

Order complete, pick up at 736/ Alan.		Item summary	19,772.50
Created from Copy Order - Sales Order 042912-00		Subtotal	19,772.50
Continued on following page			



QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Customer: 12139 Perrysburg Police Department		
		Inbound Frt	485.17
		Sales Tax	.00
		GRAND TOTAL:	20,257.67

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Alan Davis (419)691-3933 Ext Alan.Davis@predayton.com
THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY.

Accepted
by _____ P.O. No. _____
LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE Date _____



TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 12-2024

DATE: February 2, 2024



Subject Matter/Background

The Fire Division has reviewed their equipment needs and found that it is necessary to purchase three (3) LUCAS 3 v3.1 Chest Compression Systems to replace the three (3) LUCAS 2 chest compression systems that are no longer being serviced or supported by the manufacturer.

Stryker Medical has offered a trade-in amount of Five Thousand Dollars and Zero Cents (\$5,000.00) for each of the three (3) LUCAS 2 Chest Compression Systems that are no longer needed for municipal purposes, for a total trade-in amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The trade-in amount offered by Stryker Medical will be assessed towards the total cost, bringing the total contract price down to Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$40,821.00).

This Resolution authorizes the trade-in of the three (3) LUCAS 2 Chest Compression Systems that are no longer needed for municipal purposes to Stryker Medical, who is offering Five Thousand Dollars and Zero Cents (\$5,000.00) for each unit for a total trade-in value of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) and authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Stryker Medical for the purchase of three (3) LUCAS 3 v3.1 Chest Compression Systems in an amount not to exceed Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$40,821.00).

Financial Review

Account#: 1110-21233-55299

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 permit the Fire Division to take the necessary steps to order the necessary equipment as soon as possible.

RESOLUTION 12-2024

A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT WITH STRYKER MEDICAL IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND ZERO CENTS (\$40,821.00) FOR THE PURCHASE OF THREE (3) LUCAS 3 V3.1 CHEST COMPRESSION SYSTEMS FOR THE FIRE DIVISION AS WELL AS ALLOWING THE TRADE-IN OF EQUIPMENT NO LONGER NEEDED FOR MUNICIPAL PURPOSES; AND DECLARING AN EMERGENCY

WHEREAS, it is necessary for the safety and security of the City of Perrysburg that the Perrysburg Fire Division have the necessary equipment to respond to medical emergencies; and,

WHEREAS, the Fire Division has reviewed their equipment needs and found that it is necessary to purchase three (3) LUCAS 3 v3.1 Chest Compression Systems; and,

WHEREAS, The City considered two separate quotes for the chest compression systems and Stryker Medical had the lowest and best quote, with the total price for the three (3) LUCAS 3 v3.1 Chest Compression Systems being Fifty-Five Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$55,821.00); and,

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 Fire Division is no longer in need of three (3) LUCAS 2 chest compression systems that are no longer being serviced or supported by the manufacturer. The value each piece of equipment 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, Stryker Medical has offered a trade-in amount of Five Thousand Dollars and Zero Cents (\$5,000.00) for each of the three (3) LUCAS 2 Chest Compression Systems that are no longer needed for municipal purposes, for a total trade-in amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and

WHEREAS, the trade-in amount offered by Stryker Medical will be assessed towards the total cost of the three (3) LUCAS 3 v3.1 Chest Compression Systems, bringing the total contract price down to Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$40,821.00); and,

WHEREAS, this legislation went before the Safety Committee on January 23, 2024 and was unanimously approved for advancement to City Council.

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

SECTION 1. City Council hereby authorizes the trade-in of the three (3) LUCAS 2 Chest Compression Systems that are no longer needed for municipal purposes to Stryker Medical, who is offering Five Thousand Dollars and Zero Cents (\$5,000.00) for each unit for a total trade-in value of Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

SECTION 2. City Council hereby authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Stryker Medical for the purchase of three (3) LUCAS 3 v3.1 Chest Compression Systems in an amount not to exceed Forty Thousand Eight Hundred Twenty-One Dollars and Zero Cents (\$40,821.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



Perrysburg LUCAS

Quote Number: 10847332

Version: 1

Prepared For: PERRYSBURG FIRE DIV STATION 39

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Benjamin Brouwer

Email: benjamin.brouwer@stryker.com

Phone Number:

Mobile: (269) 370-5546

Quote Date: 01/10/2024

Expiration Date: 02/09/2024

Contract Start: 01/10/2024

Contract End: 01/09/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	PERRYSBURG FIRE DIV STATION 39	Name:	PERRYSBURG FIRE DIV STATION 39	Name:	CITY OF PERRYSBURG
Account #:	20090149	Account #:	20090149	Account #:	20037760
Address:	26100 FT MEIGS RD	Address:	26100 FT MEIGS RD	Address:	201 W INDIANA AVE
	PERRYSBURG		PERRYSBURG		PERRYSBURG
	Ohio 43551		Ohio 43551		Ohio 43551-1525

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	3	\$17,212.90	\$51,638.70
2.0	11576-000071	LUCAS External Power Supply	PCE	3	\$393.60	\$1,180.80
3.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	PCE	3	\$740.00	\$2,220.00
Equipment Total:						\$55,039.50

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	3	-\$5,000.00	-\$15,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$781.50
Grand Total:	\$40,821.00



Perrysburg LUCAS

Quote Number: 10847332

Version: 1

Prepared For: PERRYSBURG FIRE DIV STATION 39

Attn:

Quote Date: 01/10/2024

Expiration Date: 02/09/2024

Contract Start: 01/10/2024

Contract End: 01/09/2025

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Benjamin Brouwer

Email: benjamin.brouwer@stryker.com

Phone Number:

Mobile: (269) 370-5546

Comments:

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ord 6-2024

DATE: February 2, 2024



Subject Matter/Background

The City of Perrysburg has determined it is appropriate to update 266.15-2 in order to develop the new positions of Paralegal/Executive Assistant (Administration/Law Department shared) and Victim's Advocate/Administrative Assistant (Law Department – Prosecutor's Office).

Financial Review

There is no financial impact to this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 6-2024

AN ORDINANCE AMENDING PERRYSBURG CODIFIED ORDINANCE 266.15-2 ; AND DECLARING AN EMERGENCY

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

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

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

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

Ordinances 266.15-2 which currently reads:

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

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

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

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

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

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

Is hereby amended and revised to read:

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

Broad Band	Title
Band A	City Administrator
Minimum Salary \$100,000	
Maximum Salary \$160,000	
Band B	Assistant City Administrator
Minimum Salary \$80,000	City Engineer
Maximum Salary \$140,000	Director of Finance
	Director of Law
	Director of Public Safety
	Director of Public Service
	Director of Public Utilities
	Fire Chief
	Municipal Court Prosecutor
	Planning and Zoning Administrator
	Police Chief
Band C	Deputy Administrator of Planning and Zoning
Minimum Salary \$70,000	Deputy Director of Finance
Maximum Salary \$120,000	Deputy Director of Public Service
	Deputy Director of Public Utilities
	Deputy Fire Chief
	Deputy Police Chief
	GIS/Software Administrator
	Hardware/Network/Operations Administrator
	Human Resources Manager

	Income Tax Commissioner
	IT Manager
	Police Lieutenant
	Police Support Services Manager (Dispatch, Records)
	WWTP (Wastewater Treatment Program) Manager
Band D	Advanced Certified Paralegal
Minimum Salary \$50,000	Assistant Prosecutor
Maximum Salary \$100,000	GIS/Software Engineer
	Hardware/Operations Engineer
	OSH Coordinator
	Police Support Services Supervisor
	Staff Engineer
	Superintendent of Field Operations
	Tax Administrator
	Urban Forester
	WWTP Assistant Manager
Band E	Administrative Assistant
Minimum Salary \$45,000	CAD Technician-Construction Inspector
Maximum Salary \$75,000	Construction Inspector
	Engineering Technician
	Executive Assistant
	GIS/Software Technician
	Hardware/Operations Technician
	HR Coordinator
	Legal Assistant
	Paralegal/Executive Assistant
	Public Information Officer
	Stormwater Program Technician
	Victim's Advocate/Administrative Assistant
	Zoning Inspector

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

Personnel Committee shall be notified each year of increases or reductions to employees' salaries. Personnel Committee shall be notified of salaries and fringe benefits for new employees.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 13-2024

DATE: February 2, 2024



Subject Matter/Background

The H2Ohio Chloride Reduction Grant Program will award a total of approximately \$1 million in funding to local municipalities for equipment upgrades that will prevent the over application of salt on Ohio roads and reduce the amount of salt running off into Ohio's streams, rivers, and lakes. Items that qualify for funding are live-edge blades, salt spreader control systems, brine mixers, and structural upgrades to salt storage facilities to prevent ground water contamination. Municipalities, townships, counties, and other governmental agencies can apply for single grants of up to \$75,000.

The Department of Public Utilities and the Department of Public Service are requesting the ability to prepare and submit an application to participate in the H2Ohio Chloride Reduction Grant Program.

This Resolution authorizes the Department of Public Utilities and Department of Public Service to apply to the H2Ohio Chloride Reduction Grant Program for funds equipment upgrades that will prevent the over application of salt on Perrysburg roads and reduce the amount of salt running off into Ohio's streams, rivers, and lakes.

Financial Review

There is no 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 suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to ensure the grant authorization is completed in a timely manner.

RESOLUTION 13-2024

A RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC UTILITIES AND THE DEPARTMENT OF PUBLIC SERVICE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE H2OHIO CHLORIDE REDUCTION GRANT PROGRAM; AND DECLARING AND EMERGENCY

WHEREAS, the H2Ohio Chloride Reduction Grant Program is available to help local communities improve road salt storage and distribution practices in a manner that reduces salt pollution in Ohio's waterways; and,

WHEREAS, the H2Ohio Chloride Reduction Grant Program will award a total of approximately \$1 million in funding to local municipalities for equipment upgrades that will prevent the over application of salt on Ohio roads and reduce the amount of salt running off into Ohio's streams, rivers, and lakes; and,

WHEREAS, items that qualify for funding are live-edge blades, salt spreader control systems, brine mixers, and structural upgrades to salt storage facilities to prevent ground water contamination; and,

WHEREAS, municipalities, townships, counties, and other governmental agencies can apply for single grants of up to \$75,000; and

WHEREAS, the Department of Public Utilities and the Department of Public Service are requesting the ability to prepare and submit an application to participate in the H2Ohio Chloride Reduction Grant Program.

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

SECTION 1. The Department of Public Utilities and Department of Public Service are hereby authorized to apply to the H2Ohio Chloride Reduction Grant Program for funds for equipment upgrades that will prevent the over application of salt on Perrysburg roads and reduce the amount of salt running off into Ohio's streams, rivers, and lakes.

SECTION 2. The Mayor and Director of Finance are authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3. It is found and determined that all formal actions of Council

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 14-2024

DATE: February 2, 2024



Subject Matter/Background

The Department of Public Utilities is in need of a new vehicle for the Waste Water Treatment Plant and is requesting the authorization to purchase a 2024 Jeep Grand Cherokee Altitude for Forty-Six Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$46,438.00).

This Resolution authorizes the Mayor and Director of Finance to enter into a Purchase Agreement with Charlie's Dodge, Inc. for the purchase of a 2024 Jeep Grand Cherokee Altitude Vehicle in an amount not to exceed Forty-Six Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$46,438.00).

Financial Review

Account#: 5402-61815-55600

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to ensure pricing and vehicle availability.

RESOLUTION 14-2024

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT
WITH CHARLIE'S DODGE, INC. IN AN AMOUNT NOT TO EXCEED
FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-EIGHT
DOLLARS AND ZERO CENTS (\$46,438.00) FOR THE PURCHASE
OF A 2024 JEEP GRAND CHEROKEE ALTITUDE VEHICLE FOR
THE DEPARTMENT OF PUBLIC UTILITIES; AND DECLARING AN
EMERGENCY**

WHEREAS, the Department of Public Utilities is in need of a new vehicle for the Waste Water Treatment Plant; and,

WHEREAS, the price for the 2024 Jeep Grand Cherokee Altitude is Forty-Six Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$46,438.00); and

WHEREAS, the Public Utilities Committee reviewed this request at its meeting on January 24, 2024 and voted unanimously 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 enter into a Purchase Agreement with Charlie's Dodge, Inc. for the purchase of a 2024 Jeep Grand Cherokee Altitude Vehicle in an amount not to exceed Forty-Six Thousand Four Hundred Thirty-Eight Dollars and Zero Cents (\$46,438.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

Timothy W. Effler
LAW DIRECTOR

**RETAIL
BUYER'S
ORDER**



CHARLIE'S DODGE, INC.
725 Illinois Ave. P.O. Box 370
MAUMEE, OHIO 43537-0370
Phone: (419) 893-0241
www.charliesdodge.com

STOCK NO. Locate
DEAL NO.

EMAIL

PURCHASER'S NAME City of Perrysburg DATE 01/03/2024
STREET ADDRESS 201 West Indiana Ave PHONE 419-872-7862
CITY Perrysburg COUNTY Wood STATE OH ZIP 43551 SALESPERSON Scott Weiss

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

YEAR 2024	MAKE Jeep	MODEL Grand Cherokee	BODY TYPE Altitude	COLOR White	TRIM
VIN		TO BE DELIVERED ON OR ABOUT			
		STOCK NO 23PM135			

PRICE OF VEHICLE	\$	ODOMETER MILEAGE STATEMENT	
OTHER GOODS & SERVICES		THE ODOMETER OF THE PURCHASED VEHICLE NOW READS	
		MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED	
		BELOW.	
		☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL	
		MILEAGE STATEMENT FOR FULL DISCLOSURE.	
		TRADE-IN RECORD 1	
	46,428.0	YEAR	MAKE
		MODEL	TYPE
		VIN #	MILEAGE
		PAYOFF \$ Trade In Allowance	
DOCUMENTARY FEE		TRADE-IN RECORD 2	
TAXABLE PRICE		YEAR	MAKE
		MODEL	TYPE
		VIN #	MILEAGE
LESS: TRADE IN ALLOWANCE(S)		PAYOFF \$ Trade In Allowance	
TAX BASE \$		NEGATIVE EQUITY DISCLOSURE & CONSENT:	
SALES TAX %	Exempt	I am aware that the balance owed on my trade-in vehicle(s) or the amount	
		owed on my lease turn in vehicle(s) exceeds the trade in allowance(s)	
		from the dealer. As a result, I have requested that the "Total Due" be	
		increased by the difference, \$ (known as negative equity).	
		INITIALS:	
		☐ SEE VEHICLE DELIVERY REPORT ATTACHED	
		☐ SEE USED VEHICLE LIMITED WARRANTY ATTACHED	
TITLE FEE	15.00	☐ LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot	
REGISTRATION FEE		Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is	
CREDIT LIFE AND DISABILITY		conditioned on final approval of financing by, or assignment of the Retail	
PLUS: PAYOFF ON TRADE VEHICLE(S)		Installment Sale Contract to a lender. If final financing approval is not obtained	
TOTAL DUE	\$ 46,438.00	and/or the Contract cannot be assigned, you or the Dealership may cancel the	
LESS INITIAL PAYMENT/CASH DOWN		Contract in accordance with this Agreement, the Spot Delivery Agreement-	
LESS REBATE/FACTORY INCENTIVE		Limited Right to Cancel, and the Retail Installment Sale Contract. SEE	
OTHER		ATTACHED DOCUMENT FOR IMPORTANT DETAILS	
BALANCE DUE	\$	☐ DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of	
REMARKS		\$ as a deposit or partial payment for the vehicle described above. If	
		this receipt is for a deposit, Dealer will refrain from selling the described vehicle	
		for days. This Deposit:	
		☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions on the reverse side	
		and the following:	

BUYER SIGNS X DATE 01/03/2024
CO-BUYER SIGNS X DATE 01/03/2024
Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)
X DATE 01/03/2024

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 15-2024

DATE: February 2, 2024



Subject Matter/Background

The Department of Public Utilities is in need of technical support services for the City's NPDES permit appeal. The City worked with outside counsel, Vorys, Sater, Seymour and Pease LLP (Vorys) to find professional service providers that could provide the needed services. Vorys recommended that the City contract with Geosyntec Consultants, Inc., as they have the knowledge and experience to provide the necessary technical services. The cost for the services is \$50,000.00.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with Geosyntec Consultants, Inc. for technical support services for the City's NPDES permit appeal a cost not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

Public Utilities Committee Chairman Fuller agreed to present this resolution directly to City Council since the NPDES permit appeal is in progress and there is an expedited timeline for providing technical evidence.

Financial Review

Account#: 5332-61815-53999

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 as the NPDES permit appeal is in progress and there is an expedited timeline for providing technical evidence.

RESOLUTION 15-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR NPDES PERMIT APPEAL SUPPORT SERVICES AT A COST NOT TO EXCEED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00); AND DECLARING AND EMERGENCY

WHEREAS, the Department of Public Utilities is in need of technical support services for the City's National Pollutant Discharge Elimination System (NPDES) permit appeal; and,

WHEREAS, The City of Perrysburg worked with outside counsel, Vorys, Sater, Seymour and Pease LLP (Vorys) to find professional service providers that could provide the needed services. Vorys recommended that the City contract with Geosyntec Consultants, Inc., as they have the knowledge and experience to provide the necessary technical services; and,

WHEREAS, the cost for the services is \$50,000.00; and,

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with Geosyntec Consultants, Inc. for technical support services for the City's NPDES permit appeal a cost not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

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

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

January 31, 2024

Mr. Matthew Choma
Public Utilities Director
City of Perrysburg, Ohio
211 E. Boundary Street
Perrysburg, Ohio 43551

Subject: City of Perrysburg NPDES Permit Appeal

Dear Mr. Choma,

Geosyntec Consultants (Geosyntec) has prepared the following scope of work and cost estimate to provide technical support to Vorys, Sater, Seymour and Pease LLP (Vorys) and the City of Perrysburg with evaluation of the City's renewed National Pollutant Discharge Elimination System (NPDES) Permit (2PD0002*OD), the Ohio EPA's methodology for determining the ammonia limits incorporated in the renewed permit, and potential options to develop alternative permit limits. All Geosyntec effort will be performed under the guidance of Vorys and covered under a separate Attorney Client Agreement.

PROJECT UNDERSTANDING

The NPDES permit for the City of Perrysburg's Wastewater Treatment Plant (WWTP) was recently renewed and became effective on January 1, 2024. The City raised concerns with the revised ammonia limits in the renewed permit during the public comment period; however, the revised ammonia limits remain in the renewed permit. The new limits represent a decrease in the summer ammonia concentration limits from 4.2 milligrams per liter (mg/L) (weekly average) and 2.8 mg/L (monthly average) to 2.7 mg/L (weekly average) and 1.8 mg/L (monthly average) and the WWTP will have difficulty meeting these limits seasonally during planned or unplanned maintenance. The City has filed an appeal of the renewed permit and is seeking additional technical support as it relates to the revised ammonia limits.

SCHEDULE AND SCOPE OF WORK

The project is anticipated to be completed in six to eight weeks. The scope of work consists of the following five tasks.

2024-NCP0001-2024_PerrysburgSupport_NPDESPermit.docx

Task 1: Review Relevant Permits, Comments, and Responses

In Task 1, Geosyntec will review relevant portions of the renewed NPDES permit and associated fact sheet and compare them to the previous permit and fact sheet. As part of this review, Geosyntec will ask that the City provide copies of the wasteload allocation calculations that the Ohio EPA used to determine the ammonia limits, and the model and its associated inputs and outputs that Ohio EPA used to develop the limits for the conservative parameters. In addition to reviewing the City's NPDES permit, Geosyntec will also review the Lucas County NPDES permit as the discharge is located upstream of Perrysburg.

Task 2: Maumee River Ammonia, pH and Temperature Data Review

Ammonia limits are calculated seasonally, based on instream conditions. Geosyntec will analyze the data Ohio EPA used in the determination of the ammonia limits, and any other available ammonia, pH, and temperature data from upstream of the Lucas County WWTP, downstream of Lucas County WWTP, upstream of Perrysburg WWTP, and downstream of Perrysburg WWTP. In addition, the flow data and assumptions used in the wasteload allocations will be reviewed.

Geosyntec will also review the statistical distributions of the flow and concentration for the river and the WWTP effluents and the instream sites identified above. This will assist in evaluating the potential options for recalculating the ammonia limits (e.g., a Monte Carlo probabilistic simulation).

Task 3: Evaluate Potential Options for Recalculation of Ammonia Limits

Ammonia is a non-conservative pollutant, meaning it readily degrades in the environment. Ohio EPA has asserted that the models that Ohio EPA typically uses for interactive dischargers (as is the case with Perrysburg and Lucas County) are not appropriate in this application. One option, however, would be to treat ammonia as a conservative pollutant which would in theory result in more stringent limits than necessary but may be less stringent than what is currently in the permit, particularly if combined with a probabilistic assessment.

Geosyntec will review options available for the development of alternative permit limits for the Perrysburg (and potentially Lucas County's) WWTP. According to OAC 3745-2-10(A) "Alternative modeling methods (including, but not limited to, continuous simulation or probabilistic analyses) may be used at the discretion of the director if they are demonstrated to be appropriate and protective of applicable water quality criteria" for the development of ammonia wasteload allocations. In addition, OAC 3745-2-10 (G) indicates that when multiple discharges must be considered in a wasteload allocation, "the loading capacity may be distributed among

discharges using a method deemed appropriate by the director based on site-specific considerations” and developed pursuant to rule 3745-2-05. This means that the City should be allowed to propose modeling Lucas County and the City’s ammonia discharges interactively, as was done for conservative pollutants for the permit.

Geosyntec will also evaluate the potential benefit of developing permit limits for a third season (March through May and October through November). The temperature data for the river will be reviewed to determine the appropriateness of establishing a third season. If so, Geosyntec will include a forecast of the information that would be needed to address antidegradation¹ and antibacksliding².

Task 4: Summarize Findings

Geosyntec will summarize the results of Tasks 1, 2, and 3 in a PowerPoint presentation and review this with the City in a virtual meeting. Comments will be incorporated and Geosyntec will prepare a short (five-page) memorandum that proposes revised effluent limits and summarizes the technical evaluations that were performed. Geosyntec will incorporate comments from the City into a final memorandum.

Task 5: Site Visit, Meetings, and Project Management

Geosyntec will host a virtual kickoff meeting to review the project approach, information requests, communication, and other aspects of project coordination. This task also includes routine project management, up to three virtual meetings related to the permit appeal process, client communication and project administration (e.g., invoicing and progress reporting). This task includes an allowance of \$3,800 for an in-person meeting, if requested by the City.

BUDGET

Geosyntec estimates the following budget to complete the tasks as described above. Work will be performed on a time and materials basis in accordance with the attached Rate Schedule (Attachment A). The estimated costs will not be exceeded without prior approval.

¹ An antidegradation review must be performed if there is a net increase of a regulated pollutant.

² An antibacksliding analysis must be performed where revised permit limitations or other permit conditions would be less stringent than existing limitations or conditions [OAC 3745-33-05(F)].

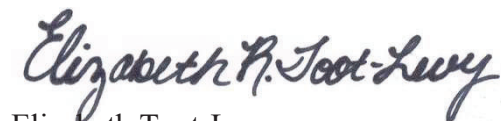
Task	Cost Estimate
Task 1: Review Relevant Permits, Comments, and Responses	\$13,300
Task 2: Maumee River Ammonia, pH and Temperature Data Review	\$7,000
Task 3: Evaluate Potential Options for Recalculation of Ammonia Limits	\$9,800
Task 4: Summarize Findings	\$8,600
Task 5: Meetings and Project Management ^a	\$11,300
Total	\$50,000

^a Includes an allowance of \$3,800 for an in-person meeting if requested by the City.

CLOSING

If you have any questions or concerns regarding the attached proposal, please do not hesitate to contact either of us.

Sincerely,



Elizabeth Toot-Levy
Senior Scientist
etootlevy@geosyntec.com
440-227-9181



Adrienne Nemura, PE_(MI, NC, OH)
Principal
anemura@geosyntec.com
734-476-0357

Attachments: A. Rate Schedule

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ords 7-2024, 8-2024, 9-2024

DATE: February 2, 2024



Subject Matter/Background

The Department of Public Utilities periodically reviews the fees charged for taps and connections and capital expansion within the water and sewer divisions. This review takes into account the current cost of the services and materials provided.

In the last review, it was found that certain fees were out of date, causing the cost to the City to be higher than the fees collected. These ordinances set the new fee schedules, which allow for the fees collected to cover the cost of the materials and services provided by the City. All fees generated by public utilities must remain in appropriate utility funds, pursuant to ORC 4905.15.

Ord 7-2024 - §1050.09 covers Capital Expansions Charges within the sewer system

Ord 8-2024 - §1060.08 covers Capital Expansions Charges within the water system

Ord 9-2024 - §1060.04 covers Tap or Connection Charges within the water system

Financial Review

There is no financial impact to this legislation.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 7-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1050.09
“CAPITAL EXPANSION CHARGE” OF THE CITY OF PERRYSBURG
UTILITIES CODE CODIFIED BY ORDINANCE 13-2022 AND
PASSED ON APRIL 5, 2022; AND DECLARING AN EMERGENCY

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1050.09 explains Capital Expansions Charges within the Perrysburg sewer system; and,

WHEREAS, fees generated by public utilities must remain in appropriate utility funds, pursuant to ORC 4905.15; and,

WHEREAS, it is appropriate to amend and revise that Ordinance to reflect current cost of services; and,

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

SECTION 1. Codified Ordinance §1050.09 which currently reads as:

1050.09 CAPITAL EXPANSION CHARGE.

(a) A capital expansion charge shall be made for each tap into the sewerage system. The capital expansion charge is based on meter size and equates the charge as a single-family residence with a 5/8 inch meter, as determined by the American Water Works Association (AWWA) equivalent meter rates determination. According to AWWA standards, the 5/8 inch meter has an equivalent meter ratio of 1.00, with this ratio increasing according to meter size. The charges for taps inside and outside the City are based on this equivalent meter ratio.

(1) After January 1, 2021, the following schedule applies to sewer expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$2,347.00	\$2,933.00
1"	2.5	\$5,866.00	\$7,333.00
1 1/2"	5.0	\$11,732.00	\$14,665.00
2"	8.0	\$18,771.00	\$23,465.00
3"	16.0	\$37,544.00	\$46,929.00
4"	25.0	\$58,662.00	\$73,327.00

6"	50.0	\$117,323.00	\$146,654.00
8"	80.0	\$187,718.00	\$234,647.00
10"	115.0	\$269,844.00	\$337,305.00

(2) After May 1, 2022, the following schedule applies to expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$2,417.00	\$2,780.00
1"	2.5	\$6,042.00	\$6,948.00
1 1/2"	5.0	\$12,084.00	\$13,897.00
2"	8.0	\$19,334.00	\$22,234.00
3"	16.0	\$38,670.00	\$44,471.00
4"	25.0	\$60,422.00	\$69,485.00
6"	50.0	\$120,843.00	\$138,969.00
8"	80.0	\$193,350.00	\$222,352.00
10"	115.0	\$277,939.00	\$319,630.00

(b) In addition to the charges set forth in paragraph (a) an infiltration and inflow (I&I) capital expansion charge shall be made for each tap into the sanitary sewerage system, as follows:

I & I Charge	Inside City	Outside City
2017	\$1.34/gal.	\$2.24/gal.
2018	\$1.49/gal.	\$2.50/gal.
2019	\$1.66/gal.	\$2.78/gal.
2020	\$1.85/gal.	\$3.10/gal.
2021	\$1.85/gal.	\$3.10/gal.
2022	\$2.06/gal.	\$3.46/gal.

The flow used in the calculation of this charge shall be determined by using one of the methods described in subsection (1), (2) or (3) hereof:

- (1) If the Ohio Environmental Protection Agency has issued a permit to install for all of the facilities tributary to a tap, this charge shall be based on the average daily design flow in gpd as stated in the application for a permit to install.
- (2) If all of the facilities tributary to a tap are residential, this charge shall be based on a flow of (four hundred) 400 gallons per dwelling unit.
- (3) If the facilities tributary to a tap do not meet the parameters of subsections (a) or (b) hereof, the sewer customer shall submit all information necessary, including supporting data acceptable to the City, to establish an average daily design flow for the facilities.

(c) Effective January 1, 2004, subsection (b) of this section is repealed and in addition to the charges set forth in paragraph (a) an infiltration and inflow (I&I) capital expansion charge shall be made for each tap into the sanitary sewerage system. This portion of the capital expansion charge shall be seventy-eight cents (78¢) for each gallon per day (gpd) entering the sewerage system from within the City and one dollar and thirty cents (\$1.30) for each gallon per day entering the sewerage system from outside the City. The flow used in the circulation of this charge shall be determined by using one of the methods described in subsection (1), (2) or (3) hereof:

- (1) If the Ohio Environmental Protection Agency has issued a permit to install for all of the facilities tributary to a tap, this charge shall be based on the average daily design flow in gpd as stated in the application for a permit to install.
- (2) If all of the facilities tributary to a tap are residential, this charge shall be based on a flow of (four hundred) 400 gallons per dwelling unit.
- (3) If the facilities tributary to a tap do not meet the parameters of subsections (a) or (b) hereof, the sewer customer shall submit all information necessary, including supporting data acceptable to the City, to establish an average daily design flow for the facilities.

(Ord. 13-2022. Passed 4-5-22.)

is hereby amended and revised to read:

1050.09 CAPITAL EXPANSION CHARGE.

(a) A capital expansion charge shall be made for each tap into the sewerage system. The capital expansion charge is based on meter size and equates the charge as a single-family residence with a 5/8 inch meter, as determined by the American Water Works Association (AWWA) equivalent meter rates determination. According to AWWA standards, the 5/8 inch meter has an equivalent meter ratio of 1.00, with this ratio increasing according to meter size. The charges for taps inside and outside the City are based on this equivalent meter ratio.

- (1) After February 6, 2024, the following schedule applies to sewer expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$2,489.93	\$3,112.42
1"	2.5	\$6,223.24	\$7,779.05
1 1/2"	5.0	\$12,446.48	\$15,558.10

2"	8.0	\$19,914.15	\$24,892.69
3"	16.0	\$39,830.43	\$49,788.03
4"	25.0	\$62,234.51	\$77,793.14
6"	50.0	\$124,467.96	\$155,584.95
8"	80.0	\$199,150.01	\$248,937.52
10"	115.0	\$286,277.48	\$357,846.85

(b) In addition to the charges set forth in paragraph (a) an infiltration and inflow (I&I) capital expansion charge shall be made for each tap into the sanitary sewerage system, as follows:

I & I Charge	Inside City	Outside City
2024	\$2.29/gal.	\$3.84/gal.

The flow used in the calculation of this charge shall be determined by using one of the methods described in subsection (1), (2) or (3) hereof:

- (1) If the Ohio Environmental Protection Agency has issued a permit to install for all of the facilities tributary to a tap, this charge shall be based on the average daily design flow in gpd as stated in the application for a permit to install.
- (2) If all of the facilities tributary to a tap are residential, this charge shall be based on a flow of (four hundred) 400 gallons per dwelling unit.
- (3) If the facilities tributary to a tap do not meet the parameters of subsections (a) or (b) hereof, the sewer customer shall submit all information necessary, including supporting data acceptable to the City, to establish an average daily design flow for the facilities.

~~(c) Effective January 1, 2004, subsection (b) of this section is repealed and in addition to the charges set forth in paragraph (a) an infiltration and inflow (I&I) capital expansion charge shall be made for each tap into the sanitary sewerage system. This portion of the capital expansion charge shall be seventy-eight cents (78¢) for each gallon per day (gpd) entering the sewerage system from within the City and one dollar and thirty cents (\$1.30) for each gallon per day entering the sewerage system from outside the City. The flow used in the calculation of this charge shall be determined by using one of the methods described in subsection (1), (2) or (3) hereof:~~

- ~~(1) If the Ohio Environmental Protection Agency has issued a permit to install for all of the facilities tributary to a tap, this charge shall be based on the average daily design flow in gpd as stated in the application for a permit to install.~~
- ~~(2) If all of the facilities tributary to a tap are residential, this charge shall be based on a flow of (four hundred) 400 gallons per dwelling unit.~~
- ~~(3) If the facilities tributary to a tap do not meet the parameters of subsections (a) or (b) hereof, the sewer customer shall submit all information necessary, including~~

supporting data acceptable to the City, to establish an average daily design flow for the facilities.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 8-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.08
“CAPITAL EXPANSION CHARGE” OF THE CITY OF PERRYSBURG
UTILITIES CODE CODIFIED BY ORDINANCE 12-2022 AND
PASSED ON APRIL 5, 2022; AND DECLARING AN EMERGENCY

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1060.08 explains Capital Expansions Charges within the Perrysburg water system; and,

WHEREAS, fees generated by public utilities must remain in appropriate utility funds, pursuant to ORC 4905.15; and,

WHEREAS, it is appropriate to amend and revise that Ordinance to reflect current cost of services; and,

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

SECTION 1. Codified Ordinance §1060.08 which currently reads as:

1060.08 CAPITAL EXPANSION CHARGE.

A capital expansion charge shall be made for each tap into the water system. The capital expansion charge is based on meter size and equates the charge as a single-family residence with a 5/8 inch meter, as determined by the American Water Works Association (A W W A) equivalent meter rates determination. According to A W W A standards, the 5/8 inch meter has an equivalent meter ratio of 1.00, with this ratio increasing according to meter size. The charges for taps inside and outside the City are based on this equivalent meter ratio.

(a) After January 1, 2021, the following schedule applies to expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$3,763.00	\$4,328.00
1"	2.5	\$9,408.00	\$10,820.00
1 1/2"	5.0	\$18,816.00	\$21,638.00
2"	8.0	\$30,105.00	\$34,621.00
3"	16.0	\$60,210.00	\$69,241.00
4"	25.0	\$94,078.00	\$108,190.00
6"	50.0	\$188,156.00	\$216,380.00
8"	80.0	\$301,050.00	\$346,208.00

10"	115.0	\$432,760.00	\$497,674.00
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(b) After May 1, 2022, the following schedule applies to expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$3,876.00	\$4,457.00
1"	2.5	\$9,690.00	\$11,144.00
1 1/2"	5.0	\$19,380.00	\$22,288.00
2"	8.0	\$31,008.00	\$35,659.00
3"	16.0	\$62,016.00	\$71,319.00
4"	25.0	\$96,900.00	\$111,435.00
6"	50.0	\$193,801.00	\$222,871.00
8"	80.0	\$310,082.00	\$356,594.00
10"	115.0	\$445,743.00	\$512,604.00

(Ord. 12-2022. Passed 4-5-22.)

is hereby amended and revised to read:

1060.08 CAPITAL EXPANSION CHARGE.

A capital expansion charge shall be made for each tap into the water system. The capital expansion charge is based on meter size and equates the charge as a single-family residence with a 5/8 inch meter, as determined by the American Water Works Association (AWWA) equivalent meter rates determination. According to AWWA standards, the 5/8 inch meter has an equivalent meter ratio of 1.00, with this ratio increasing according to meter size. The charges for taps inside and outside the City are based on this equivalent meter ratio.

(a) After February 6, 2024, the following schedule applies to expansion charges:

Meter Size	ERUs	Inside City	Outside City
5/8"	1	\$3,992.17	\$4,591.00
1"	2.5	\$9,980.95	\$11,478.12
1 1/2"	5.0	\$19,961.89	\$22,956.24
2"	8.0	\$31,938.39	\$36,729.25
3"	16.0	\$63,876.79	\$73,458.50

4"	25.0	\$99,807.34	\$114,778.76
6"	50.0	\$199,614.69	\$229,557.51
8"	80.0	\$319,383.93	\$367,292.51
10"	115.0	\$459,115.06	\$527,983.74

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

ORDINANCE 9-2024

AN ORDINANCE AMENDING CODIFIED ORDINANCE §1060.04
“TAP OR CONNECTION CHARGES” OF THE CITY OF
PERRYSBURG UTILITES CODE CODIFIED BY ORDINANCE 11-
2022 AND PASSED ON APRIL 5, 2022; AND DECLARING AN
EMERGENCY

WHEREAS, City of Perrysburg, Ohio, Codified Ordinance §1060.04 explains Tap or Connection Charges within the Perrysburg water system; and,

WHEREAS, fees generated by public utilities must remain in appropriate utility funds, pursuant to ORC 4905.15; and,

WHEREAS, it is appropriate to amend and revise that Ordinance to reflect current cost of services; and,

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

SECTION 1. Codified Ordinance §1060.04 which currently reads as:

1060.04 TAP OR CONNECTION CHARGES.

(a) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made upon the trunk mains and distribution mains covered by a certain water service agreement between the City and Owens Illinois, Inc.:

- (1) An amount equal to \$8.00 per front foot of property without the corporate limits of the City.
- (2) An amount equal to \$6.00 per front foot of property within the corporate limits of the City.

(b) All tap or connection charges contemplated by subsection (a) hereof shall be paid into the Water Replacement and Extension Fund.

(c) The City is hereby directed to assess, as of the effective date of this subsection, the tap on connection fees as shown below. Fees for taps larger than two inches shall be determined by the Commissioner of Public Utilities Operations based on time and materials.

Water Tap Charges	Inside	Outside
3/4" tap meter + radio remote	\$1,550.00	\$1,900.00
1" tap meter + radio remote	\$1,550.00	\$1,900.00
1 ½" tap meter + radio remote	\$1,600.00	\$2,000.00
2" tap meter + radio remote	\$2,230.00	\$2,800.00

Meter Charges	Inside	Outside
5/8" meter + radio remote	\$380.00	\$500.00
1" meter + radio remote	\$550.00	\$700.00
1 ½" meter + radio remote	\$940.00	\$1,200.00
2" meter + radio remote	\$1,390.00	\$1,700.00
2" ultrasonic meter + radio remote	\$3,080.00	\$3,900.00
2" compound meter + radio remote	\$1,210.00	\$1,500.00
3" compound meter + radio remote	\$4,690.00	\$5,900.00
3" ultrasonic meter + radio remote	\$3,210.00	\$4,000.00
4" compound meter + radio remote	\$6,470.00	\$8,100.00
4" ultrasonic meter + radio remote	\$4,100.00	\$5,100.00
6" compound meter + radio remote	\$10,400.00	\$13,000.00
6" ultrasonic meter + radio remote	\$6,850.00	\$8,600.00
Remote meter set only	\$190.00	\$200.00
Frozen meter	Cost of meter	Cost of meter
Fine for broken seal on meter	\$50.00	\$50.00
Bacteria samples for new lines	\$150.00/sample	\$150.00/sample

Hydrant Charges	Inside	Outside
Hydrant rental	\$100.00 Each quarter	\$200.00 Each quarter
Hydrant set-up charge	\$75.00	\$175.00
Illegal Use of hydrant	\$1,000.00	\$2,000.00

Anything not stipulated above will be determined by the Commissioner of Public Utilities Operations.

Anything not stipulated above will be determined by the Commissioner of Public Utilities Operations.

(d) (EDITOR'S NOTE: Ordinance 51-2006, passed March 7, 2006 repealed former subsection (d) hereof.)

(e) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made into the Sandusky Street water line by property owners on Sandusky Street between East Boundary Street and Sherman Place:

(1) An amount equal to forty-eight dollars and fifty-three cents (\$48.53) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(f) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made into the Eckel Junction Road water line by property owners on Eckel Junction Road between SR 199 and the west line of Oakmont Subdivision:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(g) A tap charge shall be made for each tap into the water system for any land within Brig Niagara Commerce Park on the basis of \$2,460.16 per acre. Such tap charge shall be in addition to any other charges in this chapter.

(h) The following tap connection charges are hereby established for taps hereafter applied for, approved and made into the State Route 25 water line by property owners on State Route 25 between Roachton Road and one-half mile south of Five Points Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(i) The following tap connection charges are hereby established for taps hereafter applied for, approved and made into the State Route 795 between East Boundary Street and Simmons Road water line by property owners on State Route 795 between East Boundary Street and Simmons Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(j) The following connection charges are hereby established for taps hereafter applied for, approved and made into the water line by property owners on Five Point Road between SR 25 and Pargillis Road between Roachton Road and Five Points Road on Fort Meigs Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property;

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(k) The following connection charge is hereby established for taps hereafter applied for, approved and made into the water line by property owners on Hull Prairie Road between River Ridge Way and r-475: The sum of twenty-five dollars (\$25.00) per front foot of the lot.

(Ord. 11-2022. Passed 4-5-22.)

is hereby amended and revised to read:

1060.04 TAP OR CONNECTION CHARGES.

(a) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made upon the trunk mains and distribution mains covered by a certain water service agreement between the City and Owens Illinois, Inc.:

(1) An amount equal to \$8.00 per front foot of property without the corporate limits of the City.

(2) An amount equal to \$6.00 per front foot of property within the corporate limits of the City.

(b) All tap or connection charges contemplated by subsection (a) hereof shall be paid into the Water Replacement and Extension Fund.

(c) The City is hereby directed to assess, as of the effective date of this subsection, the tap on connection fees as shown below. Fees for taps larger than two inches shall be determined by the Commissioner of Public Utilities Operations based on time and materials.

Water Tap Charges	Inside	Outside
3/4" tap meter + radio remote	\$1,800.00	\$2,300.00
1" tap meter + radio remote	\$1,800.00	\$2,300.00
1 ½" tap meter + radio remote	\$2,020.00	\$2,500.00
2" tap meter + radio remote	\$2,480.00	\$3,100.00
Meter Charges	Inside	Outside
5/8" meter + radio remote	\$390.00	\$500.00
1" meter + radio remote	\$550.00	\$700.00
1 ½" meter + radio remote	\$1,060.00	\$1,300.00
2" meter + radio remote	\$1,300.00	\$1,600.00
2" ultrasonic meter + radio remote	\$3,120.00	\$3,900.00
2" compound meter + radio remote	\$1,520.00	\$1,900.00
3" compound meter + radio remote	\$5,200.00	\$6,500.00
3" ultrasonic meter + radio remote	\$3,950.00	\$4,900.00
4" compound meter + radio remote	\$7,160.00	\$9,000.00
4" ultrasonic meter + radio remote	\$5,070.00	\$6,300.00
6" compound meter + radio remote	\$11,370.00	\$14,200.00
6" ultrasonic meter + radio remote	\$8,830.00	\$11,000.00
Remote meter set only	\$200.00	\$300.00
Frozen meter	Cost of meter	Cost of meter
Fine for broken seal on meter	\$50.00	\$50.00
Bacteria samples for new lines	\$150.00/sample	\$150.00/sample

Hydrant Charges	Inside	Outside
Hydrant rental	\$100.00 Each quarter	\$200.00 Each quarter
Hydrant set-up charge	\$75.00	\$175.00
Illegal Use of hydrant	\$1,000.00	\$1,000.00

Anything not stipulated above will be determined by the Commissioner of Public Utilities Operations.

(d) (EDITOR'S NOTE: Ordinance 51-2006, passed March 7, 2006 repealed former subsection (d) hereof.)

(e) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made into the Sandusky Street water line by property owners on Sandusky Street between East Boundary Street and Sherman Place:

(1) An amount equal to forty-eight dollars and fifty-three cents (\$48.53) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(f) The following tap or connection charges are hereby established for taps hereafter applied for, approved and made into the Eckel Junction Road water line by property owners on Eckel Junction Road between SR 199 and the west line of Oakmont Subdivision:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(g) A tap charge shall be made for each tap into the water system for any land within Brig Niagara Commerce Park on the basis of \$2,460.16 per acre. Such tap charge shall be in addition to any other charges in this chapter.

(h) The following tap connection charges are hereby established for taps hereafter applied for, approved and made into the State Route 25 water line by property owners on State Route 25 between Roachton Road and one-half mile south of Five Points Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(i) The following tap connection charges are hereby established for taps hereafter applied for, approved and made into the State Route 795 between East Boundary Street and Simmons Road water line by property owners on State Route 795 between East Boundary Street and Simmons Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property.

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(j) The following connection charges are hereby established for taps hereafter applied for, approved and made into the water line by property owners on Five Point Road between SR 25 and Pargillis Road between Roachton Road and Five Points Road on Fort Meigs Road:

(1) An amount equal to twenty-five dollars (\$25.00) per front foot of the property;

(2) All tap connection charges shall be paid into the Water Replacement and Extension Fund.

(k) The following connection charge is hereby established for taps hereafter applied for, approved and made into the water line by property owners on Hull Prairie Road between River Ridge Way and I-475: The sum of twenty-five dollars (\$25.00) per front foot of the lot.

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

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

President of Council

Mayor

PASSED _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 16-2024

DATE: February 2, 2024



Subject Matter/Background

The Department of Public Service has found it necessary to service and repair the Building Management Systems in the Police Building.

The City considered two separate quotes for these necessary services and Positive Trades Group, LLC had the lowest and best quote at Seventy-Four Thousand Six Hundred Nine Dollars and Zero Cents (\$74,609.00); and,

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Positive Trades Group, LLC for the service and repair of the Building Management Systems in the Police Building in an amount not to exceed Seventy-Four Thousand Six Hundred Nine Dollars and Zero Cents (\$74,609.00).

Financial Review

Account#: 1110-11047-53825

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 permit the DPS to take the necessary steps to contract for the service in a timely manner.

RESOLUTION 16-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH POSITIVE TRADES GROUP, LLC IN AN AMOUNT NOT TO EXCEED SEVENTY-FOUR THOUSAND SIX HUNDRED NINE DOLLARS AND ZERO CENTS (\$74,609.00) FOR THE SERVICING OF THE BUILDING MANAGEMENT SYSTEM IN THE POLICE BUILDING; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Service has found it necessary to service and repair the Building Management Systems in the Police Building; and,

WHEREAS, the City considered two separate quotes for these necessary services and Positive Trades Group, LLC had the lowest and best quote at Seventy-Four Thousand Six Hundred Nine Dollars and Zero Cents (\$74,609.00); and,

WHEREAS, the Service Committee, at its meeting held January 24, 2024, unanimously approved advancement of this bid award to City Council.

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

SECTION 1. The Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Positive Trades Group, LLC for the service and repair of the Building Management Systems in the Police Building in an amount not to exceed Seventy-Four Thousand Six Hundred Nine Dollars and Zero Cents (\$74,609.00) as outlined in the quote attached hereto and incorporated herein as Exhibit A.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR



Positive Trades Group, LLC

November 15, 2023

City of Perrysburg
330 Walnut St.
Perrysburg, Ohio 43551
Att: Rob

Thank you for selecting PTG for all your Mechanical and Plumbing needs. We are pleased to submit for your approval, our proposal for the below detailed services. We look forward to this opportunity to provide you with continued exceptional service.

Equipment to be Serviced: Building Management Systems in Police and Municipal Building

Labor to be Performed:

Front End – typical of 2 (One G5 IP controller in each building)

- Install and mount new control panel and install new G5 IP controller and transformer in panel. BACnet Daisy Chain loop will originate from this controller.
- Use existing IP drop present at existing controller that is being replaced (Police Office)
- New IP drop needed (Municipal Building)
- Provide WebCTRL graphical interface
- Provide desktop operator workstation
- Provide programming, commissioning, alarms, trending, training as needed

Chilled Water System – typical of 1 (Police Office Basement mech room)

- Install and mount new control panel and controller, 24V power is present at existing panel
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Provide BACnet communication to manufacture provided chiller BACnet board for integration, tie into new BACnet daisy chain loop
- Install and wire chiller enable, use existing wiring
- Install and wire chiller setpoint, use existing wiring
- Install and wire chiller status/alarm, use existing wiring



Positive Trades Group, LLC

- Install and wire chilled water supply temperature sensor, use existing wiring
- Install and wire chilled water return temperature sensor, use existing wiring
- (2) Install and wire chilled water pumps start/stop/status relay (P 1-2), use existing wiring

Hot Water System – typical of 1 (Police Office Basement mech room)

- Install and mount new controller in chiller control panel, 24V power is present at existing panel
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- (2) Install and wire boiler enable, use existing wiring
- (2) Install and wire boiler status, use existing wiring
- Install and wire boiler setpoint, use existing wiring
- (2) Install and wire boiler hot water supply temperature sensor, use existing wiring
- Install and wire boiler loop hot water supply temp sensor, use existing wiring
- (2) Install and wire hot water primary pump status relay (P 5-6), use existing wiring
- Install and wire hot water loop supply water temp sensor, use existing wiring
- Install and wire hot water loop return water temp sensor, use existing wiring
- (2) Install and wire hot water secondary pump start/stop/status relay (P 3-4), use existing wiring
- (2) Install and wire hot water secondary pump speed output to variable speed controller (P 3-4), new wiring needed
- Install and wire new hot water differential pressure sensor, use existing wiring
- Install and wire combination outside air temperature and humidity sensor, new wiring needed
- Install and wire mechanical room zone temperature sensor, new wiring needed

VAV Air Handling Unit – typical of 1 (AHU-1) (Police Office Basement mech room)

- Install and mount new controller in chiller control panel, 24V is present at existing panel
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Wire to existing outside air damper actuator, (actuator assumed to be in working order), use existing wiring
- Install and wire prefilter DP sensor, needs new wiring
- Wire to existing heating coil hot water valve actuator (valves/actuator assumed to be in working order), use existing wiring
- Install and wire freeze stat, new wiring needed



Positive Trades Group, LLC

- Wire to existing chilled water cooling coil valve actuator (valves/actuator assumed to be in working order), use existing wiring
- Install and wire supply fan start/stop/status relay, use existing wiring
- Install and wire supply fan speed output to VFD, new wiring needed
- Install and wire relief fan start/stop/status relay, use existing wiring
- Install and wire supply air high pressure cutout switch, new wiring needed
- Install and wire mixed air temperature sensor, use existing wiring
- Install and wire duct static pressure sensor 2/3 downstream in ductwork, use existing wiring
- Install and wire building static pressure sensor, new wiring needed
- Wire to existing return air damper actuator, use existing wiring (actuator assumed to be in working order), use existing wiring
- Install and wire return air temperature sensor, use existing wiring
- Install and wire discharge air temperature sensor, use existing wiring
- Wire to existing smoke alarm contacts to new ALC controller, new wiring needed
- Install and wire return air low static pressure cutout switch, new wiring needed
- Wire to existing relief air damper actuator, use existing wiring (actuator assumed to be in working order), use existing wiring
- Install and wire exhaust fan EF-7 start/stop/status relay, use existing wiring

Single Zone Air Handling Units – typical of 4 (AHU 3-6) (AHUs 3-5 are in Police Office 2nd Floor Mechanical Room, AHU-6 is located in Police Office ground floor mech room, these are smaller units but more modular in design)

- Install and mount new control panel and controller, 24V is present at existing panel
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Wire to existing mixed air damper actuator, (actuator assumed to be in working order), use existing wiring
- Wire to existing heating coil hot water valve actuator (valves/actuators assumed to be in working order), use existing wiring
- Install and wire freezestat, new wiring needed
- Wire to existing DX cooling enable relay, use existing wiring
- Install and wire supply fan start/stop/status relay, new wiring needed
- Install and wire mixed air temperature sensor, use existing wiring



Positive Trades Group, LLC

- Install and wire discharge air temperature sensor, use existing wiring
- Install and wire zone wall thermostat, new wiring needed

Fan Powered VAV Boxes w/Hot Water Reheat Coil – typical of 16 (TU 1-16)
(13 boxes in Police Office basement ceiling and 3 boxes in Police Office ground floor ceiling)

- Install and mount new controller in VAV box provided enclosure, 24V is present in existing panel
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Install and wire discharge air temp sensor, sensor comes with wire terminals
- Install and wire supply fan start/stop/status relay, new wiring needed
- Install and wire new hot water reheat valve actuator (valves/actuators assumed to be in working order), use existing wiring
- Install and wire wall thermostat, new wiring needed

Hot Water Radiant Heat Panels – typical of 17 (VLV 1-17) (14 thermostats and valves are located on Municipal Building Ground floor and 3 are located in Municipal Building Basement) (Thermostat wiring will come from basement controllers and run through wiring chase in staircase to catwalk area above first floor) (Controllers are evenly split between 2 mechanical rooms in the Municipal Building Basement)

- Install and mount new controller in existing control panel, 24V is present at existing panels
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Wire to existing hot water reheat valve actuator (valves/actuators assumed to be in working order), use existing wiring
- Install and wire wall thermostat, new wiring needed

Loop Hot Water Booster Pump and Valve – typical of 1 (This is in Municipal Building Basement mech room with half of the VLV controllers and panels)

- Install and mount new controller and panel, 24V is present
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Install and wire hot water booster pump start/stop/status relay, new wiring needed



Positive Trades Group, LLC

- Wire to existing hot water loop modulating control valve, new wiring needed (valves/actuators assumed to be in working order)

Packaged Rooftop Units – typical of 3 (RTU 1-3) – (Located on Municipal Building Ground Level)

- Provide BACnet communication to existing RTU manufacture BACnet controller, tie into new BACnet daisy chain loop (It is assumed these units have factory installed BACnet cards already)
- Install and wire new wall thermostat, new wiring needed

Single Zone Air Handling Units – typical of 2 (AHU 5-6) (AHUs 5-6 are located in 2 separate mech rooms located in Municipal Building Basement, these are basically fan coil units)

- Install and mount new control panel and controller, 24V is present
- Provide BACnet communication to new controller, tie into new BACnet daisy chain loop
- Wire to existing mixed air damper actuator, (actuator assumed to be in working order), use existing wiring
- Wire to existing heating coil hot water valve actuator (valves/actuators assumed to be in working order), use existing wiring
- Wire to existing DX cooling enable relay, use existing wiring
- Install and wire supply fan start/stop/status relay, new wiring needed
- Install and wire discharge air temperature sensor, use existing wiring
- Install and wire zone wall thermostat, new wiring needed

Clarifications

- Any control valves, dampers, thermowells, flow meters, air flow monitors, and pressure taps listed above will be provided to the mechanical contractor for installation.
- This proposal is based on the attached contract terms.
- Provide all necessary low voltage control wiring per local installation code.
- Provide a (1) year warranty for the ALC furnished material and BAS.



Positive Trades Group, LLC

Exclusions:

- Liability for existing controls and equipment to remain.
- Manufacturer-Provided Controls for Packaged Units described above.
- Field control/power wiring for Manufacturer-provided controls unless noted above (Boilers, Chillers, VFDs, etc.)
- Furnish and installation of communication cards for third party equipment and/or devices
- Startup and commissioning of third-party controls and/or equipment
- Third party commissioning assistance unless mentioned above
- Power Wiring (120v)
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.
- Variable Frequency Drives (VFD) or Variable Speed Drives (VSD) and installation of them unless otherwise noted

Our price to complete the above listed services is,

POLICE STATION- SEVENTY-FOUR THOUSAND SIX HUNDRED NINE DOLLARS (\$74,609.00)

MUNICIPAL BUILDING- SEVENTY-FOUR THOUSAND THREE HUNDRED NINETY-ONE DOLLARS (\$74,391.00)

All work is to be completed Monday through Friday 7:00 am to 4:00 pm, excluding holidays.

This quote is valid for 30 days from the above-mentioned date. Preferred method of payment is ACH or Check, there will be an additional 5% charge above the quoted price for payments made by credit card.



Positive Trades Group, LLC

If there is any potential asbestos found during the scope of the work being performed, the work will stop and the material in question will be tested at the expense of the customer. If the subject of concern is found to be asbestos and abatement is required to continue the work, that cost will also be incurred by the customer. The customer reserves the right to have any abatement company remove known asbestos from job site. This applies unless otherwise specified in the scope of the work.

Any alterations or deviation from the above specifications involving extra costs will be executed Only upon written orders and will become an extra charge over and above the given estimate.

Please sign and email your authorization back to me at the email address listed below. Should you have any questions, please feel free to contact me.

Respectfully Submitted,

Ron Slough

Ron Slough, Service Manager

Positive Trades Group, LLC

Cell; 419-265-3088

ron.slough@positivetradesgroup.com

Approval Signature

Date

P.O. Number

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 17-2024

DATE: February 2, 2024



Subject Matter/Background

The Department of Public Service has determined that certain parking and paving improvements in certain downtown areas, including Second St., Third St., Walnut St., and Elm St. are necessary.

The City issued a bid package which received eight (8) bids and the bid received from Geddis Paving & Excavating, Inc., of Toledo, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work.

The cost for the project is Two Hundred Fifty-Five Thousand Eight Hundred Seven Dollars and Eighty-Five Cents (\$255,807.85), with the City Engineer requesting a 10% contingency, leaving the total cost of the project at an amount not to exceed Two Hundred Eighty-One Thousand Three Hundred Eighty-Eight Dollars and Sixty-Four Cents (\$281,388.64).

This Resolution authorizes the award of the Bid to Geddis Paving & Excavating, Inc., of Toledo, Ohio, for the Downtown Parking and Paving Improvements project; and authorizes the Mayor and Director of Finance to enter into an Agreement with Geddis Paving & Excavating, Inc., of Toledo, Ohio, for a total project amount not to exceed Two Hundred Eighty-One Thousand Three Hundred Eighty-Eight Dollars and Sixty-Four Cents (\$281,388.64).

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. An Emergency is requested as the bid award is only valid for sixty (60) days.

RESOLUTION 17-2024

A RESOLUTION AUTHORIZING AWARD OF THE BID AND AGREEMENT WITH GEDDIS PAVING & EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS AND SIXTY-FOUR CENTS (\$281,388.64) FOR THE DOWNTOWN PARKING AND PAVING IMPROVEMENTS PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Public Service has determined that certain parking and paving improvements in certain downtown areas, including Second St., Third St., Walnut St., and Elm St. are necessary; and

WHEREAS, the City issued a bid package which contained all relevant specifications and requirements for the project, 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, the City of Perrysburg received eight (8) bids and the bid received from Geddis Paving & Excavating, Inc., of Toledo, Ohio, provided the lowest and best bid for the proposed work, and they have the equipment, expertise, personnel, and knowledge to perform the required work; and

WHEREAS, the cost for the project is Two Hundred Fifty-Five Thousand Eight Hundred Seven Dollars and Eighty-Five Cents (\$255,807.85), with the City Engineer requesting a 10% contingency, leaving the total cost of the project at an amount not to exceed Two Hundred Eighty-One Thousand Three Hundred Eighty-Eight Dollars and Sixty-Four Cents (\$281,388.64); and,

WHEREAS, the Service Committee, at its meeting held January 24, 2024, unanimously approved advancement of this bid award to City Council.

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

SECTION 1. City Council authorizes the award of the Bid to Geddis Paving & Excavating, Inc., of Toledo, Ohio, for the Downtown Parking and Paving Improvements project; and the Mayor and Director of Finance are authorized to enter into an Agreement with Geddis Paving & Excavating, Inc., of Toledo, Ohio, for this Project at a cost of Two Hundred Fifty-Five Thousand Eight Hundred Seven Dollars and Eighty-Five Cents (\$255,807.85) as outlined in the quote attached hereto and incorporated herein as Exhibit A, and the Mayor and Director of Finance are further authorized to approve all change orders considered necessary to this project in an amount not to exceed ten percent (10%) for a total project amount not to exceed Two

Hundred Eighty-One Thousand Three Hundred Eighty-Eight Dollars and Sixty-Four Cents (\$281,388.64).

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the bid award is only valid for sixty (60) days, 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: _____

Timothy W. Effler
LAW DIRECTOR

General Info

Total:

\$234,822.80

Number	Description
Downtown Parking and Paving Improvements	This project consists of four (4) small projects that are all located in the downtown area.
Deadline	The first location is on East Second Street between the first north-south alley east of Louisiana Avenue to Elm Street. The project will remove some of the existing pavement and tree lawn so that perpendicular parking spaces can be added similar to what is existing on Second Street between the project location and Louisiana Avenue.
01/11/2024 02:00 PM EST	
Vendor	The second location is at the corner of Third Street and Elm Street. This project will remove some of the existing pavement within the right of way to allow for the construction of a curbed island to keep vehicles from parking where they will block the view of cross traffic for vehicles on Third Street turning onto Elm Street.
Geddis Paving & Excavating, Inc.	
Submitted	The third location is at the corner of Third Street and Walnut Street. This project will remove an existing stone area within the right of way so that perpendicular parking spaces and a curbed island can be constructed.
01/11/2024 11:02 AM EST	
Signed by	The final location is just west of Hood Park. This project will pave the remaining portion of the Maumee River Multi Use Path that was not paved with the rest of the project due to concern of it being damaged as a building was being constructed next to it. The building has been completed and the remaining section (approximately 200 feet) now needs to be paved.
Petra Munson	
Account Holder	Petra Munson
Opened	This contract is subject to the provision of State of Ohio, Prevailing Wage Rates. The subsequent contract will require certificates of insurance and may require performance and payment bonds.
01/11/2024 02:00 PM EST	
By	In order to be considered responsive, the contractor and all subcontractors will need to comply with City Ordinance 08-2023 which was passed in April of 2023. A copy of the Ordinance 08-2023 is included in the attachment list.
thaar@ci.perrysburg.oh.us	
	Final Completion: On or before September 30, 2024
	Engineering Estimate for the entire project: \$ 325,000
	Allows zero unit prices and labor
	Yes
	Allows negative unit prices and labor
	Yes

Ordinance 08-2023 Confirmation Statement

I confirm, in accordance with the wage and fringe benefit requirements set from in O.R.C. 4115.03(E), that my company, bidding on this City of Perrysburg project, meets the following standards (select either Yes or No):

Statement #1

The bidder provides healthcare benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #2

The bidder provides retirement benefits to its employees as a standard part of its compensation package and not only on projects subject to a state or federal prevailing wage requirement.

Statement #3

The bidder hires employees who have done one of the following:

- 1) Graduated from or are participating in a construction apprenticeship program certified and regulated by the State of Ohio or the U.S. Department of Labor.
- 2) Have at least five (5) years of documented experience in the specified field.

Statement #1 Answer *

Yes

Statement #2 Answer *

Yes

Statement #3 Answer *

Yes

In addition to the above, the bidder certifies they will comply with all provisions of the City of Perrysburg Code 252.052. Please refer to the copy of Ordinance 08-2023 in the attached document list for additional details.

Failure of a bidder to comply with 252.052 due to the lack of submission of the above confirmations or bidder's failure to affirmatively meet the above standards, shall result in the bidder being considered non-responsive.

Signature *

Robert J. Geddis

Title *

Owner

Bidder Company Name *

Geddis Paving & Excavating, Inc.

Date *

1/11/2024

The above signature hereby certifies, by signing and submitting this form, they have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052.

Attachment List

Ordinance 8-2023 Signed.pdf (759 KB)
Ordinance 08-2023

Combined Plans.pdf (44.1 MB)
Plan Set

2_LegalNotice_FY21-BTHOMASSUR-20.pdf (74.6 KB)
Legal Advertisement

3_ProjDesc_FY21.pdf (116 KB)
Project Description

4_InstructionstoBid-FY21.pdf (94.7 KB)
Instruction to Bidders

5_General Conditions.pdf (180 KB)
General Conditions

6_Specs_FY21.pdf (202 KB)
Supplemental Specifications

7_Insurance Requirements.pdf (68.7 KB)
Insurance Requirements

8_ContractForm_FY21.pdf (581 KB)
Contract Forms (For Reference Only)

Addendum 1.pdf (96.1 KB)
Addendum No. 1

Addendum 2.pdf (172 KB)
Addendum No. 2

Quantity Summary.pdf (79.6 KB)
General Summary

downtown parking alter 1.pdf (3.27 MB)
Alternate 1 Drawing

Proposal

BID

Proposal of: *

Geddis Paving & Excavating, Inc.

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

Ohio

doing business as *

"a corporation"

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

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

Downtown Parking and Paving Improvements

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

Two Hundred Thirty Four Thousand Eight Hundred Twenty Two & Eighty Cents

\$ (in currency): *

\$234,822.80

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

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

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to complete the project on/before the date specified. The Bidder further agrees to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as provided in the General Conditions.

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

Addenda #: *

1

Addenda Date: *

12/14/2023

The Bidder acknowledges receipt of the following Addendum (Type N/A if not applicable): 1

Addenda #: *

2

Addenda Date: *

1/3/2024

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

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

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

Signature: *

Robert J. Geddis

Address: *

1019 Wamba Avenue

Title: *

Owner

City, State, Zip: *

Toledo, Ohio 43607

Legal Name of Bidder: *

Geddis Paving & Excavating, Inc.

Phone Number: *

(419) 536-8501

Fax Number: *

419-536-0551

E-mail Address *

estimating@geddispaving.com

Base Bid

\$234,822.80

Item Code	Description	Quantity	Units	Unit Price	Extension
Alternates are not included in bid total.					
201	Clearing and Grubbing	1.00	LS	\$500.00	\$500.00
202	Remove Existing Straight Curb	543.13	LF	\$6.50	\$3,530.35
202	Remove Existing Asphalt Pavement	680.93	SY	\$8.00	\$5,447.44
202	Remove Existing Sidewalk	24.93	SF	\$10.00	\$249.30
202	Remove Existing Concrete Drive	21.57	SY	\$35.00	\$754.95
202	Remove Existing Catch Basin	4.00	Ea	\$320.00	\$1,280.00
201	Remove Existing 18" Tree	1.00	Ea	\$450.00	\$450.00
201	Remove Existing 24" Tree	1.00	Ea	\$1,550.00	\$1,550.00
202	Remove Existing No Parking Sign	1.00	Ea	\$50.00	\$50.00
202	Remove and Reerrect Existing Stop Sign	1.00	Ea	\$200.00	\$200.00
203	Excavation	599.15	CY	\$38.00	\$22,767.70
204	Subgrade Compaction	1,184.04	SY	\$0.50	\$592.02
304	Aggregate Base (10")	267.17	CY	\$45.00	\$12,022.65
449	Asphalt Concrete Surface Course (1-1/2")	49.34	CY	\$344.00	\$16,972.96
449	Asphalt Concrete Intermediate Course (2")	65.78	CY	\$320.00	\$21,049.60
407	Tack Coat	65.12	Gal	\$2.00	\$130.24
452	Concrete Drive	35.31	SY	\$122.00	\$4,307.82
608	4" Concrete Walk	1,460.00	SF	\$9.00	\$13,140.00
609	Type 6 Curb	956.37	LF	\$32.00	\$30,603.84
611	Connect to Existing 8" Storm	1.00	Ea	\$200.00	\$200.00
Total:					\$234,822.80

Item Code	Description	Quantity	Units	Unit Price	Extension
611	Connect to Existing 12" Storm	3.00	Ea	\$300.00	\$900.00
611	8" Storm, Type B	5.00	LF	\$111.00	\$555.00
611	12" Storm, Type B	232.03	LF	\$104.00	\$24,131.12
611	Catch Basin, ODOT 2-2-B	6.00	Ea	\$2,200.00	\$13,200.00
611	Adjust Existing Manhole to Grade	2.00	Ea	\$770.00	\$1,540.00
630	ADA Parking Sign	3.00	Ea	\$400.00	\$1,200.00
630	Remove/Reset R5-3-24 Modified Sign (No Unauthorized Motor Vehicles)	1.00	Ea	\$345.00	\$345.00
630	Remove/Reset M4-11-12 Sign (Begin)	1.00	Ea	\$345.00	\$345.00
630	Remove/Reset M4-12-12 Sign (End)	1.00	Ea	\$345.00	\$345.00
630	Remove/Reset D11-1-24 (Bike Route)	2.00	Ea	\$345.00	\$690.00
642	Parking Stall Line	773.00	LF	\$0.65	\$502.45
642	Handicapped Parking Symbol	3.00	Ea	\$35.00	\$105.00
642	Transverse Line	70.00	LF	\$0.65	\$45.50
614	Maintaining Traffic	1.00	LS	\$8,300.00	\$8,300.00
623	Construction Layout Stakes	1.00	LS	\$6,350.00	\$6,350.00
624	Mobilization	1.00	LS	\$19,200.00	\$19,200.00
653	Topsoil, Furnish and Place	175.00	CY	\$24.00	\$4,200.00
659	Seeding and Mulching	1,210.00	SY	\$2.60	\$3,146.00
661	Furnish and Plant Street Trees (Allowance)	1.00	LS	\$5,000.00	\$5,000.00
832	Temporary Soil and Erosion Control	1.00	LS	\$3,330.00	\$3,330.00
SP-1	Relocate Existing Bollards	1.00	Ea	\$1,700.00	\$1,700.00
SP-2	Grade Existing Tree Lawn to Drain	756.19	SY	\$2.00	\$1,512.38
SP-3	Parking Blocks	6.00	Ea	\$73.00	\$438.00
					Total: \$234,822.80

Item Code	Description	Quantity	Units	Unit Price	Extension
SP-4	Trench Repair, As Per Plan	25.24	SY	\$77.00	\$1,943.48
					Total: \$234,822.80

Alternate 1

\$20,985.05

Item Code	Description	Quantity	Units	Unit Price	Extension
Component is not included in bid total.					
Alternates are not included in bid total.					
202	Asphalt Pavement Removed 3.5" +/-	245.00	SY	\$7.00	\$1,715.00
203	Excavation	66.67	CY	\$38.00	\$2,533.46
204	Subgrade Compaction	150.00	SY	\$0.50	\$75.00
304	Aggregate Base (10")	41.67	CY	\$45.00	\$1,875.15
449	Asphalt Concrete Surface Course, Type 1, 448 (1-1/2")	16.46	CY	\$269.00	\$4,427.74
449	Asphalt Concrete Intermediate Course, Type 2, 448 (2")	21.94	CY	\$241.00	\$5,287.54
407	Tack Coat	8.25	GAL	\$2.00	\$16.50
611	Adjust Existing Catch Basin to Grade	1.00	Ea	\$900.00	\$900.00
638	Adjust Existing Water Valve to Grade	2.00	Ea	\$155.00	\$310.00
642	Parking Stall Line	125.00	LF	\$0.65	\$81.25
614	Maintaining Traffic	1.00	LS	\$635.00	\$635.00
623	Construction Layout Staking	1.00	LS	\$300.00	\$300.00
624	Mobolization	1.00	LS	\$2,480.00	\$2,480.00
653	Topsoil, Furnish and Place	1.58	CY	\$24.00	\$37.92
659	Seeding and Mulching	7.11	SY	\$2.60	\$18.49
SP-3	Parking Blocks	4.00	Ea	\$73.00	\$292.00
					Total: \$20,985.05

BID GUARANTEE AND PERFORMANCE BOND

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

Geddis Paving & Excavating, Inc.

as Principal and *

Hartford Accident and Indemnity Company

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

1/11/2024

to undertake the project known as: *

Downtown Parking and Paving Improvements

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

\$ (in currency):

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

Bond Percentage

10.00%

Guarantee Method *

Electronic Bid Bond

Electronic Bid Bond		
Bond ID *	Surety Agency *	Verify Bid Bond *
5956-C1D2-6060-BE3E	SurePath	Bid bond verification has been completed.

Surety State *

CT

Principal *Geddis Paving & Excavating,
Inc.

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

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

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

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

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

Principal: *

Geddis Paving & Excavating, Inc.

By: *

Robert J. Geddis

Title: *

Owner

Surety: *

Hartford Accident and Indemnity Company

By (Attorney-in-Fact): *

Catherine M. Krueger

Address: *

1019 Wamba Avenue, Toledo, Ohio 43607

Agent: *

USI Insurance Services

Address: *

One SeaGate, Suite 1800, Toledo, Ohio 43604

EXPERIENCE STATEMENT

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

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

Response to the above: *

Geddis Paving & Excavating, Inc. maintains a permanent place of business.
Geddis Paving & Excavating, Inc. has adequate facilities and equipment to complete this project.
Geddis Paving & Excavating, Inc. has suitable financial means to meet obligations incidental to the proposed contract.
Geddis Paving & Excavating, Inc. has appropriate technical experience and manpower to complete this project.
Geddis Paving & Excavating, Inc. has the ability or resources available to make repairs and adjustments if need be on the equipment proposed to be used on the project.
Geddis Paving & Excavating, Inc. experience statement attached below.

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

Name: *

Robert J. Geddis

Title: *

Owner

If Bidder is Corporation, list Officers, type N/A if not applicable: 1

Name: *

Kimberly S. Geddis

Title: *

Secretary

If Bidder is Corporation, list Officers, type N/A if not applicable: 2

Name: *

Steven M. Oliver

Title: *

President

If Bidder is Corporation, list Officers, type N/A if not applicable: 3

Name: *

Kurt E. Rasmusson

Title: *

Vice-President

If Bidder is Corporation, list Officers, type N/A if not applicable: 4

Name: *

Richard A. Crace

Title: *

Vice-President

If Bidder is Corporation, list Officers, type N/A if not applicable: 5

Name: *

Benjamin R. Geddis

Title: *

Treasurer

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

Name: *

N/A

Title: *

N/A

LIST OF SUBCONTRACTORS

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

Name: *

K&R Excavating &
Landscaping, LLC.

Address: *

5165 Road 2, Leipsic, OH 45856

Type of Work: *

Seeding & Mulching

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 1

Name: *

Peterman Associates

Address: *

3480 N Main St., Findlay, OH 45840

Type of Work: *

Survey & Layout

Bidder shall provide the names, addresses, and type of work (Item No. or Description, if applicable) which the Bidder proposes to subcontract under this Contract. 2

Name: *

Smith Paving & Excavating,
Inc.

Address: *

4426 N Old Start Rd., Norwalk, OH 44857

Type of Work: *

Concrete Work

By signing below, the bidder certifies that, they will require the proposed subcontractors listed above and any subcontractors to those subcontractors to meet the requirements of the City of Perrysburg code 252.052. Failure to ensure a proposed subcontractor listed above or any subcontractor to those subcontractors will result in debarment from City contracts for a period of

three (3) years.

Signed By: *

Robert J. Geddis

Title *

Owner

Company *

Geddis Paving & Excavating, Inc.

Date *

1/11/2024

NONCOLLUSION AFFIDAVIT

STATE OF: *

Ohio

COUNTY OF: *

Lucas

Bid Identification *

Downtown Parking and Paving Improvements

Bidder's Name *

Robert J. Geddis

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

*

sole owner

Enter response if "other" was selected

of (company name): *

Geddis Paving & Excavating, Inc.

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

Signed: *

Robert J. Geddis

Title: *

Owner

SUBSTITUTIONS/OPTIONS FORM

Optional: Vendor is not required to complete.

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

No bid

PREVAILING WAGE RESPONSIBILITIES

Keep full and accurate payroll records available for inspection for up to one (1) year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

- A. time records
- B. payroll records including canceled checks
- C. fringe benefit records including canceled check

Prevailing Wage Determination must be posted on the project site.

Supply Perrysburg Prevailing Wage Coordinator with dates of the life of the contract and a listing of all subcontractors to include the name, address, and telephone number of each.

Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and identity of the Prevailing Wage Coordinator for the project.

Supply all subcontractors with any changes in the Prevailing Wage rates issued during the life of the project.

Out-of-State contractors must submit to the Ohio Secretary of State, the full name and address of their Statutory Agent in Ohio.

Submit certified payrolls starting no later two (2) weeks after the initial pay period. Insure all payrolls include the following:

- A. Employees full name, address, and social security number
- B. Work classification
 - (1) Be specific when listing laborers and operators
 - (2) Show level/year for all apprentices
- C. Hours worked on the project
 - (1) As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
- D. Hourly rate of pay

Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid.

(Sample calculation: \$12.82 (base rate) x 1 1/2 = \$19.25 + \$1.70 (fringe payments) = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

E. List all fringe benefits (if any) and amount per hour for each

(1) Hourly amount is to be based on 2080 hours per year.

F. Total deductions

G. Net pay for the pay period

Send a copy of Apprenticeship Agreement for each apprentice and a Final Affidavit to:

Perrysburg Prevailing Wage Coordinator

201 West Indiana Avenue

Perrysburg, OH 43551

(419) 872-7880

dbombrys@ci.perrysburg.oh.us

STATE OF OHIO PREVAILING WAGE RATES ARE AVAILABLE ON-LINE AT THE FOLLOWING WEBSITE:

Ohio Department of Commerce (<http://www.com.ohio.gov/laws/>)

Perrysburg Code 252.02(G) Disclosures

1) Has there been any safety violations or settlement agreements between the bidder and the Occupational Safety & Health Administration or a state based agency of similar jurisdiction during the ten (10) year prior to the submission of the bid? *

No

2) Has there been any violation of, or settlement agreement related to, any wage and hour laws at the local, state or federal level during the ten (10) years prior to the submission of the bid? *

No

3) Does the bidder have an active and compliant Ohio Bureau of Workers Compensation insurance policy? *

Yes

4) Please list any license(s) issued by the Ohio Construction Industry Licensing Board that has been assigned to the bidder *

N/A

5) Have there been any legal judgments against the bidder during the last ten (10) years prior to the submission of the bid? *

No

6) List the relevant experience of the bidder, including the number of years in the business under its present, alias, fictitious, doing business as, and/or former business name. *

Experience consists of sitework, excavation, asphalt paving, milling and site utilities. In business since 1946. Former business name as Geddis Bros.

7) Attach a complete list of all the bidder's ongoing and completed public and private construction projects within the last three (3) years, including the nature and value of each contract and the name, address, and phone number or email address for a representative of the owner of each project. *

See Attached

8) Have there been any state or federal Environmental Protection Agency complaints issued against the bidder during the ten (10) years prior to the submission of the bid? *

No

9) Describe the management experience of the bidder's project manager(s) and superintendent(s) who will be assigned to the project *

Kurt Rasmusson, Project Manager. Resume Attached.

10) Is the bidder a foreign corporation not incorporated under the laws of Ohio? If yes, a Certificate of Good Standing from the Ohio Secretary of State demonstrating its right to conduct business in the State of Ohio must

be attached. *

No

11) Has the bidder been debarred by any public authority in the United States during the ten (10) years prior to the submission of the bid? *

No

12) Provide a description of the bidder's Occupational Safety and Health Administration compliant safety program. *

See Attached

13) Does the bidder have an active and compliant Ohio Drug Free Workplace policy issued by the State of Ohio? *

Yes

14) Provide the percentage of the bidder's workforce that has five (5) or more years of experience in their trade. *

90%

I hereby certify that, to the best of my knowledge, the provided information is true and accurate and by signing and submitting this form, I have the ability to contract on behalf of the company and understand the implications of the failure to comply with the City of Perrysburg code 252.052

Company Name *

Geddis Paving & Excavating, Inc.

Signature *

Robert J. Geddis

Title *

Owner

Date *

1/11/2024

Attachments for Perrysburg Code 252.02(G) Disclosures Listed Above

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Construction Experience Listing.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	GPE Corporate Certificate revised - effective 1-01-21.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Kurt Rasmusson Resume.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	Master Complete Safety Manual 8.23.pdf
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
14 Required Documents		

Name	Omission Terms	Submitted File
		met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
Miscellaneous Attachment as Needed Miscellaneous Attachment	Omit if Not Needed	I am not enclosing this document because the omission terms have been met.
14 Required Documents		

Required Document List

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

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 18-2024

DATE: February 2, 2024



Subject Matter/Background

The City of Perrysburg, Ohio, wishes to make every effort to be an inclusive and accessible city, which includes examining the downtown area and looking at other features that could be modified to increase the attractiveness and usability of the downtown area.

The City of Perrysburg solicited proposals from engineering and architectural service providers to do a downtown streetscape design and the EDGE Group, Inc. was selected to provide the professional services necessary for the final design of the Downtown Streetscape project in an amount not to exceed Three Hundred Forty-One Thousand Five Hundred Dollars and Zero Cents (\$341,500.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with the Edge Group in the amount of Three Hundred Forty-One Thousand Five Hundred Dollars and Zero Cents (\$341,500.00).

Financial Review

Account#: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

This is set for a first reading on February 6, 2024. If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency will be requested at the meeting on February 20, 2024. An Emergency is requested as the design should be done in a timely manner.

RESOLUTION 18-2024

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
EDGE GROUP, INC. FOR PROFESSIONAL SERVICES TO CREATE
A FINAL DESIGN OF IMPROVEMENTS FOR THE DOWNTOWN
STREETSCAPE PROJECT IN AN AMOUNT NOT TO EXCEED
THREE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED
DOLLARS AND ZERO CENTS (\$341,500.00); AND DECLARING AN
EMERGENCY**

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

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

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

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

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

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

WHEREAS, The EDGE Group, Inc. has been selected to provide the professional services necessary for the final design of the Downtown Streetscape project in an amount not to exceed Three Hundred Forty-One Thousand Five Hundred Dollars and Zero Cents (\$341,500.00); and,

WHEREAS, the Service Committee, at its meeting held January 24, 2024, unanimously approved advancement of this agreement 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 enter into an Agreement with the Edge Group in the amount of Three Hundred Forty-One Thousand Five Hundred Dollars and Zero Cents (\$341,500.00), as represented in Exhibit A attached hereto.

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

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

President of Council

Mayor

PASSED: _____

ATTEST: _____

APPROVED: _____

Timothy W. Effler
LAW DIRECTOR

November 27, 2023

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

RE: Professional Landscape Architecture Services for Downtown Streetscape Improvements
Final Design and Engineering

Dear Mr. Thomas:

EDGE, along with our team of consultants, is pleased to submit this proposal to provide professional services for the Downtown Streetscape Improvements project. EDGE will continue to work with our consultants, including Paresi Design, The Collaborative, TetraTech and MDA Engineering, to complete final design and engineering for the proposed streetscape improvements that have been presented to the City during the preliminary design concept phase. Site design services will include design, engineering, and documentation of roadway and parking pavements, concrete and decorative hardscape pavements, site amenities such as walls and ramps, site lighting, irrigation, and landscaping.

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

Design Development

1. Based upon the concept drawings and renderings prepared in the initial phase of design, refine the horizontal layout of all planimetric features such as concrete and decorative hardscape improvements, parking and drive lanes, planter walls, ramps, steps, etc.
2. Develop a site amenities and furnishings package to identify benches, trash receptacles, planters, fencing and other amenities in the streetscape.
3. Refine grading design including proposed contours, critical spot elevations, drainage structure locations and limits of grading.
4. Coordinate with the civil engineer for the preparation of storm drainage and site utilities plans. Storm drainage plans to include all underground sewers and appurtenances.
5. Prepare preliminary site lighting 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.

6. Prepare preliminary electrical/power outlet plans to accommodate festival and event power distribution throughout the proposed improvements area.
7. Prepare planting design including location of all trees and shrubs, limits of seed/sod and preliminary listing of plant types proposed.
8. Prepare preliminary site construction details as necessary and required by the above-documented site development.
9. Prepare outline-form technical specifications as necessary and in support of the above-documented site development.
10. Prepare preliminary estimate of probable construction costs, which reflect the scope of construction of the above-documented site development.
11. Review meeting with City and design team to solicit comment and gain concurrence on design direction.

Construction Documentation

1. Finalize site layout plans including all necessary dimensions, detail keys, material identifications, construction and general notes.
2. Finalize a site amenities and furnishings package to identify benches, trash receptacles, planters, fencing and other amenities in the streetscape.
3. Traffic control signs and directional sign locations and detail keys.
4. Finalize site grading plan including all proposed contours, critical spot elevations, storm drainage structure locations, construction and general notes.
5. Finalize site electrical plans and site lighting plans, including all construction and general notes, and equipment schedules.
6. 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.
7. Prepare site irrigation plan depicting all heads, valves, meters, piping backflow prevention devise, details and notes.
8. Prepare site details sheet including sections, elevations and enlarged plans as necessary to adequately communicate design intent and construction quality to bidders/contractors.
9. Prepare technical specifications in CSI format as necessary and in support of the above-documented site development.
10. Finalize estimate of probable construction costs.
11. Review meeting with City and Design Team to solicit comments, coordinate efforts and secure City approval of plans and the design intent they reflect.
12. Submit final construction drawings to City for bid package assembly, advertisement and distribution to prospective bidders.

Bidding

1. Pre-bid meeting attendance as required.
2. Clarifications and addenda preparation during bidding period.
3. Assistance in bid evaluation and award recommendation.

Engineering During Construction (*Hourly as needed – estimated 110 hours*)

1. Pre-construction meeting attendance.
2. Shop drawing review and approval.
3. Periodic on-site construction observation and in-office documentation to monitor construction compliance with contract documents.
4. Final inspections including punch list preparation for site improvement items documented for construction as described above.

Assumptions

1. Soils investigation services including structural pavement design are to be provided at the City's expense at the outset of project design.
2. Not included in these services is design or documentation of sanitary sewers plans and profiles, gas services, water services and communications utilities.

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.

Design Development through Construction Documentation

Fixed Fee Amount.....\$316,500.00

Bidding

Fixed Fee Amount.....\$8,500.00

Engineering During Construction

Hourly, Estimated Total.....\$16,500.00

The EDGE Group acknowledges your approval of this proposal 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

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
Professional 4	\$155/hour
Professional 3	\$135/hour
Professional 2	\$110/hour
Professional 1	\$ 85/hour
Intern	\$ 65/hour

EFFECTIVE: January 1, 2023