CITY OF
PERRYSBURG

CITY OF PERRYSBURG
CITY COUNCIL
AGENDA

February 20, 2024

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

Resolution# 19-2024

A RESOLUTION AMENDING RESOLUTION 139-2023 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED THIRTY-TWO THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND ZERO CENTS ($32,400.00) FOR THE 2023 SINGLE AUDIT; AND DECLARING AN EMERGENCY

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

Resolution# 20-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN FIREWORKS COMPANY TO PRESENT THE PERRYSBURG-MAUMEE 2024 FIREWORKS DISPLAY AT A COST TO THE CITY NOT TO EXCEED TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($24,375.00); AND DECLARING AN EMERGENCY

Recommendation to Suspend the Rules,
Waive the Three Readings, and

Pass as an Emergency Measure

Resolution# 21-2024

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF FORTY-TWO THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND NINETY-THREE CENTS ($42,193.93), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

Resolution# 22-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH REVEILLE LTD IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS ($40,000.00) TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES TO THE CITY OF PERRYSBURG

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

Resolution# 23-2024

A RESOLUTION DECLARING IT NECESSARY TO PROVIDE FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

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

Ordinance# 10-2024

AN ORDINANCE AMENDING ORDINANCE 33-2023 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

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

Ordinance# 11-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY FOR MUNICIPAL PURPOSES AT A PRICE NOT TO EXCEED THREE MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($3,900,000.00); AND DECLARING AN EMERGENCY

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

Ordinance# 12-2024

PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $4,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION OF AN EXISTING OFFICE BUILDING LOCATED IN THE CITY AT 28442 E. RIVER ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY

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

b. Safety

c. Recreation

d. Planning & Zoning

e. Personnel

Resolution# 24-2024

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT CERTAIN EMPLOYEES INTO INTERIM/ACTING POSITIONS WITHIN THE CITY; AND DECLARING AN EMERGENCY

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

f. Public Utilities

Resolution# 25-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COVENTRY GLENN, LLC TO CONSTRUCT OVER-SIZED SANITARY SEWER INFRASTRUCTURE AT THE PROPOSED COVENTRY POINTE; AND DECLARING AN EMERGENCY

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

g. Service

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

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

Resolution# 26-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC FOR RIGHT-OF-WAY PLANS FOR THE WEST BOUNDARY MULTI USE PATH AT A COST NOT TO EXCEED EIGHTY THOUSAND DOLLARS ($42,639.00); AND DECLARING AN EMERGENCY

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

Resolution# 27-2024

A RESOLUTION AMENDING RESOLUTION 38-2023 AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PERRYSBURG AND PERRYSBURG TOWNSHIP FOR THE RESURFACING OF LAKE VUE DRIVE IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS ($58,448.35) AND DECLARING AN EMERGENCY

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

Resolution# 28-2024

A RESOLUTION RATIFYING CERTAIN WORK PERFORMED AND AUTHORIZING A CHANGE ORDER IN CONNECTION WITH THE 2023 ROAD RESURFACING MATERIAL TESTING AGREEMENT WITH CT CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND FIFTY CENTS ($28,163.50); AND DECLARING AN EMERGENCY

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

10. Other Business
11. Adjournment

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 19-2024

DATE: February 16, 2024

Subject Matter/Background

On December 19, 2023, the City of Perrysburg passed Resolution 139-2023 authorizing the Mayor and Director of Finance to enter into an agreement with Clark Schaefer Hackett Business Advisors for the 2023 Audit. That agreement had a not to exceed limit of Twenty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($29,970.00).

Per the Single Audit Act, since the City of Perrysburg expended more than Seven Hundred and Fifty-Thousand Dollars and Zero Cents ($750,000.00) in federal funds during the 2023 calendar year, the City is in required to have a Single Audit. The cost for the Single Audit is Thirty-Two Thousand Four hundred Dollars and Zero Cents ($32,400.00)

This Resolution authorizes the Mayor and Director of Finance to enter into an Agreement with Clark Schaefer Hackett Business Advisors for the preparation of the Single Audit for the year 2023 in an amount not to exceed Thirty-Two Thousand Four Hundred Dollars and Zero Cents ($32,400.00).

Financial Review

Account: 1100-11761-53420

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 19-2024

A RESOLUTION AMENDING RESOLUTION 139-2023 AND AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH CLARK SCHAEFER HACKETT BUSINESS ADVISORS NOT TO EXCEED THIRTY-TWO THOUSAND FOUR HUNDRED SEVENTY DOLLARS AND ZERO CENTS ($32,400.00) FOR THE 2023 SINGLE AUDIT; AND DECLARING AN EMERGENCY

WHEREAS, on December 19, 2023, the City of Perrysburg passed Resolution 139-2023 authorizing the Mayor and Director of Finance to enter into an agreement with Clark Schaefer Hackett Business Advisors for the 2023 Audit; and,

WHEREAS, that agreement had a not to exceed limit of Twenty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($29,970.00); and,

WHEREAS, per the Single Audit Act, since the City of Perrysburg expended more than Seven Hundred and Fifty-Thousand Dollars and Zero Cents ($750,000.00) in federal funds during the 2023 calendar year, the City is in required to have a Single Audit; and,

WHEREAS, the cost for the Single Audit is Thirty-Two Thousand Four hundred Dollars and Zero Cents ($32,400.00); and,

WHEREAS, the Finance Department would like to amend Resolution 139-2023 to add an additional Two Thousand Four Hundred and Thirty Dollars and Zero Cents (2,430.00) to the not to exceed limit, for a total cost not to exceed Thirty-Two Thousand Four Hundred Dollars and Zero Cents ($32,400.00); and,

WHEREAS, the Finance Committee, at its meeting held February 13, 2023, 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 Council hereby authorizes the Mayor and Director of Finance to enter into an Agreement with Clark Schaefer Hackett Business Advisors for the preparation of the Single Audit for the year 2023 in an amount not to exceed Thirty-Two Thousand Four Hundred Dollars and Zero Cents ($32,400.00), as outlined in the engagement letter 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, in order to allow for the audit team to continue the preparation of the Single Audit, 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

CLARK SCHAEFER HACKETT
BUSINESS ADVISORS

1656 Henthorne Drive, Suite 400
Maumee, Ohio 43537
P. 419.841.2848 | F. 419.841.8178

February 5, 2024

To the Honorable Mayor, City Council and Amber Rathburn, Director of Finance
City of Perrysburg
201 West Indiana Avenue
Perrysburg, Ohio 43551

We are pleased to confirm our understanding of the services we are to provide for the City of Perrysburg for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Perrysburg (the "City") as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Required Budgetary Comparison for General Fund and Major Special Revenue Funds
3) Schedules of net pension and other postemployment benefit liabilities/assets
4) Schedules of pension and other postemployment benefit contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management’s responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Clark Schaefer Hackett and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the U.S. Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Clark Schaefer Hackett personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the U.S. Department of Transportation or Ohio Department of Transportation. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brian Mosier, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 5, 2024.

Our fee for these services will be $32,400. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You agree that our engagement is subject to the additional terms and conditions as described in Appendix A to this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of Perrysburg. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Clark, Schaefer, Hackett & Co.

RESPONSE:

This letter correctly sets forth the understanding of City of Perrysburg.

Management signature: ________________________

Title: ____

Date: ____

Governance signature: ________________________

Title: ____

Date: ____

DHG
DIXON HUGHES GOODMAN LLP

500 Ridgefield Court
Asheville, NC 28806
D 828.254.2254
F 828.254.6859
www.dhgllp.com

Report on the Firm's System of Quality Control

January 29, 2021

To the Partners of Clark, Schaefer, Hackett & Co.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility
The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility
Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations
Engagements selected for review included engagements performed under *Government Auditing Standards*, compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of a broker-dealer, and an examination of a service organization [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion
In our opinion, the system of quality control for the accounting and auditing practice of Clark, Schaefer, Hackett & Co. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Clark, Schaefer, Hackett & Co. has received a peer review rating of *pass*.

Dixon Hughes Goodman LLP

Dixon Hughes Goodman LLP

CSH Addendum A – Terms and Conditions

This addendum to the engagement letter describes the terms and conditions related to our provision of audit services to you. This addendum, and the accompanying engagement letter, comprise your agreement with us (hereinafter, the "Agreement").

Privacy and Protection of Your Information

We are committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards as well as physical, technical, and administrative security measures to protect the confidentiality of personal and confidential information provided to us in order to perform services for you.

We will provide secure methods to transmit data and will take reasonable care that conforms to generally recognized industry standards to secure your data. We will not be responsible or liable for any loss or damage to any person or entity resulting from your failure to transmit, share or otherwise provide your data using secure methods, including email transmission. Data transmission methods, including data portals, are not intended to store data. Upon completion of the engagement, data and other content may not be available to you using data transmission portals.

We may from time to time, and depending on the circumstances, use third-party service providers (such as a software vendor) in serving your account. We will take reasonable precautions to determine that these service providers have appropriate procedures in place to secure your confidential information. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Employees of Clark, Schaefer, Hackett & Co. and its affiliated companies who work outside of the United States may be involved in the services provided to you. You authorize that any and all information furnished to us for or in connection with our services may be disclosed to our employees or employees of our affiliated companies, including but not limited to Clark Schaefer Hackett Shared Services Private Limited, located outside the United States, engaged directly or indirectly in providing assurance or related services. Disclosures under this paragraph may consist of all information used to complete the services that Clark, Schaefer, Hackett & Co. provides to you. If you wish to request a limited disclosure of information, you must inform us. You acknowledge that your information may be disclosed to our affiliates, related entities or subcontractors located outside the United States.

Retention of Records

We do not keep any of your original records. At the conclusion of the engagement, we will return to you any original documents you may have provided for the purposes of our completing the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. By entering into this Agreement, you acknowledge and agree that we are free to destroy our records related to this engagement pursuant to our records retention policies. We are not permitted to maintain financial records on your behalf in compliance with AICPA Code of Professional Conduct.

Subpoenas/Request for Records

As a result of our prior or future services to you, we might be requested or required by a subpoena or other legal process to provide information or documents to you or a third party in a legal, administrative or similar proceeding, such as an arbitration. For all requests we will observe the confidentiality, legal and ethical requirements of our profession and, provided that we are not prohibited from doing so, we agree to inform you of such request as soon as practicable. You may initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action prior to our submitting our response, or if your action does not result in a judicial order protecting us from supplying the requested information, we may construe your inaction or failure as consent to comply with the request. Providing information as required to respond to such a request is not within the scope of this engagement or our quoted fees. If we are not a party to the proceeding, you agree to reimburse us for our professional time and reasonable expenses, including legal fees, in complying with the request or otherwise addressing it in accordance with your direction or as required to comply with legal, regulatory or ethical obligations.

Termination of Services

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement. We also reserve the right suspend work or withdraw from this engagement, for non-payment of fees, your failure to comply with the terms of this Agreement, your failure to meet agreed-upon scheduling deadlines or as professional standards may require, at our discretion. If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. Our withdrawal will release us from any obligation to complete your audit and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

Fees, Billing and Payment Terms

Fee estimates we provide are based upon the scope of services originally contemplated in our engagement letter. Our fee estimate is dependent upon the full cooperation of your key personnel including timely supplying requested schedules, supporting documents and confirmations. If, for any reason, your personnel are not able to provide assistance, information or documents in a timely and/or satisfactory condition, it may substantially increase the work necessary to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. In addition, services not contemplated in the original engagement or estimate, including but not limited to bookkeeping assistance, reconciliation of accounts, and/or implementation of new accounting standards are not considered within the scope of our assurance engagement and may be subject to additional fees. Additional services may be provided upon your request or notification by CSH that these services are necessary and are subject to the applicable terms of the Agreement.

We will schedule the engagement based on deadlines, working conditions and the availability of your key personnel. We will notify you of the scheduled commencement date of your engagement. If we are unable to complete our audit by the agreed upon date due to the Hinkle Filing deadline being missed, we reserve the right to charge a fee of up to 15% of our original fee estimate or total fees for the engagement (Rescheduling Fee). The Rescheduling Fee is in addition to our fee estimate and reflects services provided outside of the original scope of the engagement.

In accordance with our firm policies, work may be suspended if your account becomes overdue. Work will not be resumed, and we will not provide you with any deliverables or work completed, including partially completed work, until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report or released the deliverable(s) specified in the Agreement. We do not release incomplete deliverables. In the event that, as a result of your delinquent payment or our inability to commence work due to your actions or failure to act, work is discontinued either temporarily or permanently or a report is not delivered, you agree to hold us harmless for any damages you may incur as a result of the work stoppage or delay. If this Agreement is terminated for any reason, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Sharing Financial Statements For Informational Purposes

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute in an effort to resolve it. If these discussions do not resolve the dispute, you expressly agree to mediate the dispute with us in good faith prior to initiating litigation. Mediation is a process in which a mediator facilitates communication and negotiation between parties to assist them in reaching a voluntary agreement regarding their dispute. If we can do so, you and our firm will agree on a mediator. The fees and expenses of an agreed-upon mediator will be shared equally, but other expenses attendant to the mediation, including any attorney fees or expert fees you or our firm incur, will not be shared and will instead be the sole responsibility of the party incurring them.

If we cannot reach an agreement on a mediator, you and our firm agree to mediate utilizing the American Arbitration Association's (AAA) Professional Accounting and Related Services Dispute Resolution Rules and the procedures set forth therein, including the procedure for selecting a mediator. As with an agreed-upon mediator, any fees and expenses incurred in connection with AAA mediation will be shared equally, but all other expenses, including attorney or expert fees, shall be the sole responsibility of the party incurring them.

You acknowledge and agree that participation in mediation will be an express condition to the initiation of litigation by you, that your failure to engage in mediation prior to initiating litigation may be raised to seek the dismissal of any court action you might file, and that our firm is entitled to reimbursement by you of reasonable attorney fees incurred in seeking the dismissal of any action you would file without first engaging in mediation.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 20-2024

DATE: February 16, 2024

Subject Matter/Background

For the past several years the City of Perrysburg, Ohio, has cooperated with the City of Maumee, Ohio, in sponsoring a fireworks display to commemorate the Independence Day. The fireworks display has been well received by the community, and the City has determined that it is appropriate to present a fireworks display on or about July 3, 2024, in cooperation with the City of Maumee. The overall costs of the fireworks display will be shared between the City of Perrysburg and the City of Maumee

American Fireworks Company of Hudson, Ohio has provided the fireworks display in the past and has the experience, knowledge, personnel, and material to present the 2024 fireworks display.

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with American Fireworks Company to present the joint Perrysburg/Maumee fireworks display on or about July 3, 2024 and at a cost not to exceed Forty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents ($48,750.00), of which the City of Perrysburg would be responsible for an amount not to exceed Twenty-Four Thousand Three Hundred Seventy-Five Dollars and Zero Cents ($24,375.00).

Financial Review

Account: 1100-41650-53685

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 20-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN FIREWORKS COMPANY TO PRESENT THE PERRYSBURG-MAUMEE 2024 FIREWORKS DISPLAY AT A COST TO THE CITY NOT TO EXCEED TWENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($24,375.00); AND DECLARING AN EMERGENCY

WHEREAS, for the past several years the City of Perrysburg, Ohio, has cooperated with the City of Maumee, Ohio, in sponsoring a fireworks display to commemorate the Independence Day; and,

WHEREAS, said fireworks display has been well received by the community, and the City has determined that it is appropriate to present a fireworks display on or about July 3, 2024, in cooperation with the City of Maumee; and,

WHEREAS, American Fireworks Company of Hudson, Ohio has provided the fireworks display in the past and has the experience, knowledge, personnel, and material to present the 2024 fireworks display; and,

WHEREAS, the overall costs of the fireworks display will be shared between the City of Perrysburg and the City of Maumee; and,

WHEREAS, the Finance Committee, at its February 13, 2024 meeting, voted unanimously to recommend this legislation 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 American Fireworks Company to present the joint Perrysburg/Maumee fireworks display on or about July 3, 2024 and at a cost not to exceed Forty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents ($48,750.00), of which the City of Perrysburg would be responsible for an amount not to exceed Twenty-Four Thousand Three Hundred Seventy-Five Dollars and Zero Cents ($24,375.00), consistent with the Agreement, attached hereto as Exhibit A.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Perrysburg, Wood County, Ohio, in order to permit the City to finalize its agreements on this issue and to have sufficient time to prepare safely for the display, 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
DIRECTOR OF LAW

Display Date(s):	CONTRACT	Show No.
July 3, 2024		**S-800**

THIS CONTRACT, prepared on the _7_ day of _February_, 2024, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

CITY OF PERRYSBURG and CITY OF MAUMEE, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the display is being performed in or any municipality that requests additional insured status. All entities/individuals who appear on the certificate of insurance shall be deemed an additional insured per this contract, same having been approved and accepted by CLIENT for providing a fireworks display service at:

DISPLAY SITE: 655 MAUMEE WESTERN RESERVE ROAD, PERRYSBURG, OHIO

on the following date(s):

DISPLAY DATE:	**JULY 3, 2024**
POSTPONEMENT DATE:	**JULY 5, 2024**

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

FORTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($48,750.00)

This contract must be executed within THIRTY (30) days from date contract was prepared, listed in the first paragraph of the first page of this contract. If CLIENT does not return the signed contract within THIRTY (30) days of that date, this contract will be void and a new contract will need to be negotiated.

CLIENT agrees to pay the deposit of TWENTY FOUR THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS ($24,375.00), by April 1, 2024. CLIENT shall pay the balance of said display(s) no later than TEN (10) business days prior to your display. Payments can be made by electronic payment or by check made payable to AMERICAN FIREWORKS COMPANY and mailed to P.O. Box 1447, Hudson, Ohio 44236.

The CLIENT shall be responsible for providing all security necessary to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s).

The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display, advance the fees and list them on your final invoice.

INITIALS: ______________

The CLIENT acknowledges that the fireworks display herein contracted by and for the CLIENT is created specifically for said CLIENT and produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. Therefore, it is understood and agreed that:

1. Only the DISPLAY COMPANY's lead on-site pyrotechnician and the local Authority Having Jurisdiction (AHJ) shall make the final determination on the day of display if the conditions are conducive for a safe and proper fireworks display. Said decision cannot and will not be made sooner than THREE (3) hours prior to permitted display time.

   A. If the display is postponed to the next calendar day from the contracted date, there will be a TEN PERCENT (10%) remobilization fee. The CLIENT shall be responsible for overnight security of equipment and/or product until the DISPLAY COMPANY's crew arrives back on site.

   B. If the display is postponed for any other date, beyond the next calendar day from the contracted date, but still within the contracted year, there will be a TWENTY FIVE PERCENT (25%) remobilization fee.

   C. If the display is canceled on the contracted date due to adverse conditions for a safe and proper fireworks display, and does not specify a postponement date, the CLIENT will be responsible for FIFTY PERCENT (50%) of the contracted price.

2. The CLIENT may only terminate this contract if the event has been officially canceled and they provide at least ONE HUNDRED TWENTY (120) days written notice of cancellation prior to the contracted display date. In the event that the CLIENT provides DISPLAY COMPANY with written notice of cancellation of the event within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event is less than ONE HUNDRED TWENTY DAYS (120) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

3. In the event of a pandemic, the CLIENT may provide written notice to cancel the display FOURTEEN (14) days prior to contracted display, with no penalties, upon written verification from the State or Local Health Department that it has ordered the event to be terminated due to a pandemic restriction. The deposit that was received on this contract will be held by DISPLAY COMPANY and will be 100% credited to a future date.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contact shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

This contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein.

I understand that if I do not pay the entire balance due in full, and my account is forwarded for further collection efforts, I will be responsible for any and all reasonable collection fees, legal fees, filing fees, service costs and disbursements incurred as a result of the collection efforts.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY
DISPLAY COMPANY

ROBERTO SORGI, President

CITY OF PERRYSBURG, OHIO
CLIENT

SIGNATURE OF REPRESENTATIVE/AGENT

PRINTED NAME DATE

CITY OF MAUMEE, OHIO
CLIENT

SIGNATURE OF REPRESENTATIVE/AGENT

PRINTED NAME DATE

TO: Mayor Mackin
President Smith
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 21-2024

DATE: February 16, 2024

Subject Matter/Background

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

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

Items included in this Then and Now Request include various supplies and services spanning multiple City departments.

The total for all items totals $42,193.93

Financial Review

The accounts are listed in the Exhibit.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion to suspend the rules, waive the three readings and pass this legislation as an emergency is appropriate. An Emergency is requested to ensure proper compliance the State of Ohio Auditors rules for Then and Now.

RESOLUTION 21-2024

A RESOLUTION TO APPROVE THEN AND NOW CERTIFICATES IN THE AMOUNT OF FORTY-TWO THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND NINETY-THREE CENTS ($42,193.93), AS ATTACHED IN EXHIBIT A, FOR THE CITY OF PERRYSBURG; AND DECLARING AN EMERGENCY

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

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

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

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

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

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

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

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

____
President of Council

____
Mayor

PASSED__________________________

ATTEST: __________________________

APPROVED: _______________________

Timothy W. Effler
LAW DIRECTOR

Then and Now Requests For
2/20/2024

Invoice Date	Vendor	Item	Total Cost	Department	Expense Account
12/19/2023	CT Consultants	Testing & Inspect.	28,163.50	Engineering	2223-71545-55700
1/23/2024	ESO	Software	10,955.43	Fire	1110-21233-53215
1/26/2024	Legal Lingo LLC	Legal Services	3,075.00	Prosecutor	1110-21010-53999
	Total		42,193.93		

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 22-2024

DATE: February 16, 2024

Subject Matter/Background

The City of Perrysburg, Ohio, has worked with Reveille LTD and its principal, Glenn Grisdale, for certain economic development and planning services, including management of the City's revolving loan fund and other economic incentive programs. The City continues to need such economic development and planning services, and Reveille LTD and Mr. Grisdale have the experience and knowledge necessary to provide such services.

This Resolution authorizes the Mayor and Director of Finance to enter into a two-year agreement with Reveille LTD to provide economic development and planning services at a rate not to exceed One Hundred and Forty-Five Dollars and Zero Cents ($145.00) per hour, with total fees not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00), and otherwise upon such terms as may be deemed reasonable an appropriate to the City's Director of Law.

Financial Review

Account: 1110-11230-53999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings and pass this legislation at the earliest time permitted by law is appropriate.

RESOLUTION 22-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH REVEILLE LTD IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS ($40,000.00) TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES TO THE CITY OF PERRYSBURG

WHEREAS, the City of Perrysburg, Ohio, has worked with Reveille LTD and its principal, Glenn Grisdale, for certain economic development and planning services, including management of the City's revolving loan fund and other economic incentive programs; and

WHEREAS, the City continues to need such economic development and planning services, and Reveille LTD and Mr. Grisdale have the experience and knowledge necessary to provide such services; and

WHEREAS, the Finance Committee, at its February 13, 2024 meeting, considered the professional services and contract, attached hereto as Exhibit A, and voted unanimously to recommend this legislation 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 a two-year agreement with Reveille LTD to provide economic development and planning services at a rate not to exceed One Hundred and Forty-Five Dollars and Zero Cents ($145.00) per hour, with total fees not to exceed Forty Thousand Dollars and Zero Cents ($40,000.00), and otherwise upon such terms as may be deemed reasonable an appropriate to the City's Director of Law.

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
DIRECTOR OF LAW

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN REVEILLE LTD &
THE CITY OF PERRYSBURG, OHIO

This Agreement is made by and between the City of Perrysburg (hereinafter referred to as "Client") and Reveille LTD (hereinafter referred to as "Reveille"), collectively referred to as, "the parties", engage each other for the following:

WHEREAS, the Client desires to enter into an Agreement for Professional Services for on-call economic development and planning services; and

WHEREAS, Reveille is in the business of providing Professional Services for comprehensive community development solutions and economic development services; and

WHEREAS, Reveille has vast knowledge of the City of Perrysburg's existing economic development and planning programs; and

THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the parties hereto agree as follows;

SECTION 1 – SCOPE OF SERVICES

1.1 Duration – This Agreement shall run for a term of two years, from June 1, 2024 to May 31, 2026, but may be extended at the mutual consent of both parties by addendum.

1.2 Services – The Professional Services provided for by Reveille to this project are identified in Exhibit A, Scope of Services attached and made a part of this Agreement. Reveille can provide additional services as requested by the Client as are necessary. Any additional services provided shall be reflected by amendment to the Scope of Services or by addendum in writing to this Agreement.

1.3 Independent Contractor – Reveille is to serve as an independent contractor for Client, and neither Reveille, its employees, or any other person or entity through which Reveille performs its responsibilities under this Agreement shall be considered an employee of the Client.

1.4 Fees – The fees and other charges for all services to be provided under this Agreement shall not exceed Forty Thousand Dollars ($40,000.00), including all reimbursable expenses or costs, annually.

1.5 Contract Terms – To the extent there is any express conflict between the terms of this Agreement and the terms of Exhibit A hereto, the terms of the Agreement shall prevail.

1.6 Confidentiality – Unless expressly authorized by the Client, Reveille agrees that, subject to any applicable legal restrictions or court orders requiring disclosure, all information provided to it by the Client or by any private entity working with the Client shall be kept confidential.

SECTION 2 – CLIENT RESPONSIBILITIES

2.1 Client Notification – The Client shall provide a designated person to act with authority on Client's behalf and respect to all aspects of the services provided by Reveille as outlined in Exhibit A; examine and respond promptly to Reveille's submissions; and give prompt, written notice to Reveille whenever the Client observes or otherwise becomes aware of any defect or objection in the work.

SECTION 3 – INVOICES AND REIMBURSEMENT

3.1 Payment – Payment to Reveille shall be made within thirty (30) days from the date of invoice. Should the client fail to make payment due Reveille for Professional Services and/or expenses within thirty (30) days after receipt of the invoice, the amount will be increased at the rate of nine percent (9.0%) per annum from the thirtieth (30) day.

3.2 Suspension – Should the Client fail to make payment due Reveille for services and/or expenses within thirty (30) days after receipt of the invoice, Reveille may suspend services and withhold work product under this Agreement until any and all outstanding and/or delinquent invoices have been paid in full for all amounts due for services, expenses and charges performed under this Agreement. Reveille shall have no liability to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment of all amounts due by the Client, Reveille shall resume services under this Agreement with equitable adjustments for reasonable time and expenses necessary for Reveille to resume performance.

3.3 Timeliness – If the Client fails to make payment to Reveille in accordance with the payment terms set forth in this Agreement, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Reveille.

3.4 Satisfaction with Services – Payment of any invoice by the Client to Reveille shall not mean that the Client is satisfied with Reveille's services to date of payment and finds no deficiencies or objections in the services provided. Should the Client elect to dispute an invoice submitted by Reveille for payment, the provisions of Section 4, Paragraph 4.1 shall apply to such dispute.

SECTION 4 – DISPUTE RESOLUTION

4.1 Dispute Procedure – Should either the Client or Reveille object or dispute the services set forth in accordance with this Agreement, the parties shall institute the following resolution procedure;

a. The party initiating the dispute shall notify the other party in writing or electronically within ten (10) days of the initial dispute. Within ten (10) days of receipt of the notification of dispute, the parties shall meet to resolve the dispute or objection. The parties shall exercise good faith negotiations in order to resolve the dispute. Should the negotiations resolve the dispute, the parties will record the resolution in writing with respective copies of the document being provided to the parties.

b. If the parties fail to resolve the dispute, both the Client and Reveille reserve all of their respective rights, claims, defenses, causes of action, both in law and equity.

SECTION 5 – TERMINATION

5.1 Termination for Cause – Either party may terminate this Agreement for cause upon giving the other party not less than thirty (30) days written notice for any of the following reasons:

a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

b. Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;

c. Suspension of the project or of Reveille's Professional Services by the Client for more than ninety (90) days; and

d. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes.

5.2 Payment after Termination – In the event of any termination, the Client shall pay Reveille for services rendered and reimbursable costs incurred as well as for all expenses reasonably incurred by Reveille in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and other expenses directly resulting from the termination; PROVIDED, however, that the Client shall not be responsible to make any such payment for services, costs, or expenses if Reveille is terminated for cause pursuant to Sections 5.1(a), 5.1(b), or 5.1(d).

SECTION 6 – SUCCESSORS AND ASSIGNS

6.1 Parties Bound - Reveille and Client each is hereby bound and the partners, successors, executors, administrators and legal representatives of Reveille and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.2 Party Assignment - Neither Reveille nor Client shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Client from employing such independent professional associates and consultants as Client may deem appropriate to assist in the performance of services hereunder.

6.3 Conferring of Rights - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Reveille and Client, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Reveille and Client and not for the benefit of any other party.

6.4 Amendments in Writing – This Agreement may be amended or modified by mutual agreement of the parties, in writing, signed by authorized representatives of the parties. The parties may also utilize an addendum to this Agreement, in writing, signed by authorized representatives of the parties.

SECTION 7 – INDEMNIFICATION

7.1 Reveille Indemnification – Reveille agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, to the extent caused by Reveille's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom Reveille is legally liable.

7.2 Client Indemnification – The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Reveille, its officers, directors, employees, and subconsultants against all damages, liabilities or cost, including reasonable attorneys fees and defense costs, to the extent caused by the Client's negligent acts in connection with the services provided by Reveille in Exhibit A.

7.3 Mutual Obligations – Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

SECTION 8 – CONSEQUENTIAL DAMAGES

8.1 Consequential Damages - Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Reveille or the Client, or either party's employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 9 - CONTROLLING LAW

9.1 Controlling Law - This Agreement is to be governed by the law under the State of Ohio. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the fullest extent permitted by law.

9.2 Complete Agreement – This Agreement and the attachments hereto shall constitute the entire Agreement between the Client and Reveille and no other Agreements oral or written exist between the parties pursuant to the subject hereto.

SECTION 10 - SUBJECT HEADINGS

10.1 Headings – The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used or intended to be used in determining the contents or interpretation of the conditions and terms set forth therein.

SECTION 11 – NOTIFICATIONS

11.1 Notifications – In addition to all other methods reasonably appropriate under the specific circumstances, any notifications required pursuant to the performance of the parties' obligations under this Agreement shall be provided via regular mail to the following contacts:

For the Client:
Joe Fawcett
City Administrator
201 West Indiana Avenue
Perrysburg, Ohio 43551
Phone: 419-872-8010
Fax: 419-872-8019

For Reveille LTD:
Glenn T. Grisdale, AICP, GISP
Principal
541 W. Wooster Street, Suite 103
P.O. Box 1163
Bowling Green, Ohio 43402
Phone: 419-353-7372

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals, by and through the undersigned Officers as of the date set forth herein and bind each entity to this Agreement. Facsimile signature shall serve as an original signature to this agreement.

REVEILLE LTD

By ______________________________

Principal
Title

13 JAN 24
Date

CITY OF PERRYSBURG, OHIO

By: ______________________________
Mayor Tom Mackin

____
Date

By: ______________________________
Director of Finance Amber Rathburn

APPROVED AS TO FORM:

By: ______________________________
City Law Director Timothy Effler

APPROVED AS TO CONTENT

By: ______________________________
City Administrator Joe Fawcett

EXHIBIT A

SCOPE OF SERVICES

Reveille shall assist the City of Perrysburg in the following manner:

A. Assist the City of Perrysburg with the following services:

1. Provide economic development abatement and incentive monitoring of Perrysburg's Community Reinvestment Area (CRA) and Enterprise Zone (EZ) Areas. Ensure yearly compliance with the Development Services Agency and the Wood County Tax Incentive Review Committee. Assist city officials with new CRA and EZ applications and assist city officials and property owners during and throughout the application and abatement periods on technical matters pertaining to these programs.

2. Provide city officials and city businesses with information and leads on economic development incentives, grants, loans and other tools.

3. Assist the Perrysburg Community Improvement Corporation (CIC) in handling the Revolving Loan Fund (RLF) by assisting applicants in the development of their RLF application. Provide timely follow-up to applicants and the City pertaining to the use of RLF funds and program guidelines. Prepare all the necessary paperwork required by the Office of Community Development (OCD) located with the Ohio Development Services Agency (DSA) to include the Environmental Review Record, public notifications, and Request for Release of Funds (RROF). Coordinate with OCD and Ohio Historic Preservation Office (OHPO) staff with all matters concerning the processing of RLF applications, Section 106 review, and other required Environmental Review clearances.

4. Assist the City in the preparation of other ODOD Programs and Grants.

5. Provide other economic development, planning-related, mapping, and grant writing services as needed.

B. The cost for these services will be based upon a time and materials basis. The Reveille professional assigned to providing these services to Perrysburg is noted in Table One.

Table One

Name	Location	Hourly Rate
Glenn T. Grisdale, AICP, GISP	Bowling Green, Ohio	$145.00

TO:	Mayor Mackin President Fuller Members of City Council
FROM:	Timothy W. Effler, Law Director
RE:	Resolution 23-2024
DATE:	February 16, 2024

Subject Matter/Background

Through Ordinance 43-86, City Council for the City of Perrysburg, Ohio, established one district for the purpose of removing or specially treating shade trees therein; for the purpose of controlling the blight and disease of same and for planting, maintaining, treating and removing shade trees in and along the streets and public rights-of-way of the City during the year 1986 and the years thereafter. City Council has determined that the value of the properties in this district are and will be enhanced and improved by this work.

The City's Director of Public Service and Director of Finance have determined that the appropriate annual assessment for such needs shall be .l mills with an anticipated revenue collection to be Seventy Thousand Dollars ($70,000.00).

It is necessary pursuant to Ohio Rev. Code §727.01 to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within the public rights-of-way of the City.

With this Resolution, Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed are specially benefited by the improvement. This Council further finds and determines that the public places to be improved are so situated in relation to each other that, in order to complete the improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation.

The properties to be assessed shall be all the lots bounding and abutting upon such improvement between and including the termini of the improvement and lots that specially benefit from this improvement found within the special district created by Ordinance 43-86.

The special assessments to be levied in 2024 to pay a portion of the costs of the improvement shall be collected and paid in 2025; provided that the owner of any property assessed may pay the total special assessment for that period within 30 days after passage of the assessing ordinance

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

If City Council is in agreement, a motion waive the three readings and pass this legislation at the earliest time permitted by law is appropriate.

RESOLUTION 23-2024

A RESOLUTION DECLARING IT NECESSARY TO PROVIDE FOR THE REMOVAL AND SPECIAL TREATMENT OF SHADE TREES AND CONTROLLING THE BLIGHT AND DISEASE OF SAME AND FOR PLANTING, MAINTAINING, TRIMMING AND REMOVING SHADE TREES IN AND ALONG THE STREETS AND WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF PERRYSBURG

WHEREAS, through Ordinance 43-86, City Council for the City of Perrysburg, Ohio, established one district for the purpose of removing or specially treating shade trees therein; for the purpose of controlling the blight and disease of same and for planting, maintaining, treating and removing shade trees in and along the streets and public rights-of-way of the City during the year 1986 and the years thereafter; and,

WHEREAS, City Council has determined that the value of the properties in this district are and will be enhanced and improved by this work, and

WHEREAS, pursuant to Ordinance 43-86, City Council provided that part of the cost and expense connected with said work in said district shall be levied and assessed by a percentage of the tax value of the property assessed, and

WHEREAS, the City's Director of Public Service and Director of Finance have determined that the appropriate annual assessment for such needs shall be .l mills with an anticipated revenue collection to be Seventy Thousand Dollars ($70,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRYSBURG, WOOD COUNTY, OHIO, THREE-FOURTHS (3/4) OF ALL MEMBERS ELECTED THERETO CONCURRING:

SECTION l. It is necessary pursuant to Ohio Rev. Code §727.01 to pay the cost and expense of the removal or special treatment of certain shade trees for the purpose of controlling the blight and disease and for planting, maintaining, trimming and removing of other shade trees in and along the streets and within the public rights-of-way of the City.

SECTION 2. This Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed as described in Section 4 hereof are specially benefited by the improvement. This Council further finds and determines that the public places to be improved are so situated in relation to each other that, in order to complete the improvement thereof in the most practical and economical manner, they should be improved at the same time, with the same kind of materials and in the same manner and, therefore, they shall be treated as a single improvement and included in the same legislation.

SECTION 3. Upon the filing of the estimated assessment, the Director of Finance is directed to cause notice of the passage of this Resolution and of the filing of the estimated assessment to be served on the owners of all lots and lands to be assessed, as provided by law.

SECTION 4. The properties to be assessed shall be all the lots bounding and abutting upon such improvement between and including the termini of the improvement and lots that specially benefit from this improvement found within the special district created by Ordinance 43-86.

SECTION 5. The special assessments to be levied in 2024 to pay a portion of the costs of the improvement shall be collected and paid in 2025; provided that the owner of any property assessed may pay the total special assessment for that period within 30 days after passage of the assessing ordinance.

SECTION 6. The City does not presently intend to issue securities in anticipation of the levy and the collection of the special assessments in annual installments and in an amount equal to the total of the unpaid special assessments. The remainder of the entire cost of the improvement, after application of the special assessments, shall be paid from other funds available to the City for that purpose.

SECTION 7. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 8. 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

TO:	Mayor Mackin President Fuller Members of City Council
FROM:	Timothy W. Effler, Law Director
RE:	Ordinance# 10-2024
DATE:	February 16, 2024

Subject Matter/Background

Throughout the year, budget amendments may be necessary to move appropriations from one account to another or to request additional funding. While monitoring the budget through the beginning of January 2024 it was found that 2 modifications need to be made.

These modifications can be found in Exhibit A.

Financial Review

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

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

ORDINANCE 10-2024

AN ORDINANCE AMENDING ORDINANCE 33-2023 TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE YEAR ENDING DECEMBER 31, 2024; AND DECLARING AN EMERGENCY

WHEREAS, to provide for current expenses and other expenditures for the fiscal year ending December 31, 2024, the City of Perrysburg, Ohio, approved the 2024 city budget pursuant to Ordinance 33-2023 and subsequently amended by Ordinance 4-2024; and,

WHEREAS, it has been determined by the Mayor and Director of Finance that certain amendments should be made to the revenues, expenditures, and appropriations described in the approved 2024 budget for the City of Perrysburg, Wood County, Ohio; and,

WHEREAS, in order to reflect appropriate adjustments to the budget and otherwise provide for necessary appropriations, it is reasonable and appropriate to amend Ordinance 33-2023.

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

SECTION 1. To provide for current expenses and other expenditures for the City of Perrysburg, Ohio, during the fiscal year ending December 31, 2024, sums are set aside and appropriated as stated in Exhibit A attached hereto.

SECTION 2. To the extent the sums set aside and appropriated as stated in Exhibit A change those stated in Ordinance 33-2023, that Ordinance is amended.

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

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

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

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

____
President of Council

____
Mayor

PASSED: __________________________

ATTEST: __________________________

APPROVED: _______________________

Timothy W. Effler
LAW DIRECTOR

Budget Amendments - February 2024

Department	Account	Description	Amount
Administration	1110-11230-53999	Reveille Contract Increase	$ 12,500.00
Administration	1110-11755-52600	TMACOG Transportation Assessments	$ 6,000.00
P & Z	1110-51234-53999	Code Update - PO setup in 2023	$ (130,000.00)
Service	4403-11755-55999	MUP Riverside to Orleans	$ 559,000.00
Service	4403-11755-55999	MUP Right of Way	$ 42,639.00
Service	4403-11755-55999	Chapel Creek Drive	$ (150,000.00)
Service	4403-11755-55999	Lake Vue Drive Change Order	$ 8,804.35
		Total General Fund	$ 348,943.35
Water	5331-61814-59920	Transfers - Cost Allocation	$ 202,244.00
Sewer	5332-61826-59920	Transfers - Cost Allocation	$ 193,333.00
Sewer	5402-62955-55999	Coventry Point Trunk Sewer Main Upsizing	$ 1,264,154.50
Service	2223-71545-55700	Testing for 2023 Resurfacing	$ 13,383.50
Service	2223-71545-55700	Eckel Junction Rd - City portion above budget	$ 158,422.00

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Ordinances 11-2024 and 12-2024

DATE: February 16, 2024

Subject Matter/Background

Mercy Health North LLC owns the property located at 28442 E. River Road, Perrysburg, Ohio as shown on attached Exhibit A, which is contiguous to property owned by the City. The property is comprised of approximately 5.7 acres, together with any and all improvements thereon, and all rights, title, and interest in all common areas, amenities, appurtenances, fixtures, chattels, and all personal property and the underlying fee land (collectively referred to as the "Premises") Wood County Parcel Numbers: Q61-300-680102001000, Q61-400-680401004000, and Q61-400-68040100500.

Pursuant to the Constitution of the State of Ohio, and the Charter for the City, the manner and procedure for the sale of the Real Property are prescribed and established by this Ordinance. This Council determines that, following its review and full consideration of the offer to purchase the Real Property, it is in the best interest of the City to purchase the Real Property from Mercy Health North LLC. The procedure for the purchase of Real Property is found and determined to be proper and appropriate in consideration of the circumstances, including but not limited to the purchase price for the Real Property, the location and environmental condition of the Real Property, and the amount and kind of improvements on and to be made to the Property.

Ordinance 11-2024 authorizes the Mayor and Director of Finance to enter into an agreement with Mercy Health North LLC to acquire the real property, at a price not to exceed Three Million Nine Hundred Thousand Dollars and Zero Cents ($3,900,000.00) plus expenses related to due diligence, closing costs, other expenses, and otherwise upon such terms as are deemed reasonable and appropriate to the City's Director of Law, Director of Finance, and Administrator.

Ordinance 11-2024 also authorizes the Mayor and Director of Finance to execute any and all agreements and other instruments necessary to implement the real estate transaction and authorizes the Mayor and Director of Finance or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement Ordinance 11-2024

Ordinance 12-2024 provides for the issuance and sale of notes in the maximum principal amount of $4,000,000 in anticipation of the issuance of bonds for the purpose of paying the costs of the acquisition of an existing office building located in the city at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith.

Financial Review

Account: 1110-11755-55999

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.

ORDINANCE 11-2024

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY FOR MUNICIPAL PURPOSES AT A PRICE NOT TO EXCEED THREE MILLION NINE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($3,900,000.00); AND DECLARING AN EMERGENCY

WHEREAS, the City, over the years, has entered into Real Estate Transfer Agreements and Real Estate Purchase Agreements that advance the goals of the City and advance the public services provided by the City; and,

WHEREAS, Mercy Health North LLC owns the property located at 28442 E. River Road, Perrysburg, Ohio as shown on attached Exhibit A, which is contiguous to property owned by the City of Perrysburg, Ohio; and,

WHEREAS, the property is comprised of approximately 5.7 acres, together with any and all improvements thereon, and all rights, title, and interest in all common areas, amenities, appurtenances, fixtures, chattels, and all personal property and the underlying fee land (collectively referred to as the "Premises") Wood County Parcel Numbers: Q61-300-680102001000, Q61-400-680401004000, and Q61-400-68040100500.

WHEREAS, City Council has determined that it is in the best interest of the City to purchase the Premises as described above.

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

SECTION 1. That, pursuant to the Constitution of the State of Ohio, and the Charter for the City, the manner and procedure for the sale of the Real Property are prescribed and established by this Ordinance. This Council determines that, following its review and full consideration of the offer to purchase the Real Property, it is in the best interest of the City to purchase the Real Property from Mercy Health North LLC. The procedure for the purchase of Real Property is found and determined to be proper and appropriate in consideration of the circumstances, including but not limited to the purchase price for the Real Property, the location and environmental condition of the Real Property, and the amount and kind of improvements on and to be made to the Property.

SECTION 2. The Mayor and Director of Finance are authorized to enter into an agreement with Mercy Health North LLC to acquire the real property reflected on Exhibit A, at a price not to exceed Three Million Nine Hundred Thousand Dollars and Zero Cents ($3,900,000.00) plus expenses related to due diligence, closing costs, other expenses, and otherwise upon such terms as are deemed reasonable and appropriate to the City's Director of Law, Director of Finance, and Administrator.

SECTION 3. The Mayor and Director of Finance are hereby authorized to execute any and all agreements and other instruments necessary to implement the real estate transaction.

SECTION 4. The City Council further hereby authorizes the Mayor and Director of Finance or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 5. Any earnest money deposits will be made utilizing funds available in the Capital Improvement Fund#: 4403.

SECTION 6. 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 7. 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 permit the City to move forward with the acquisition of property in a timely manner, and shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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President of Council

____
Mayor

PASSED____________________________

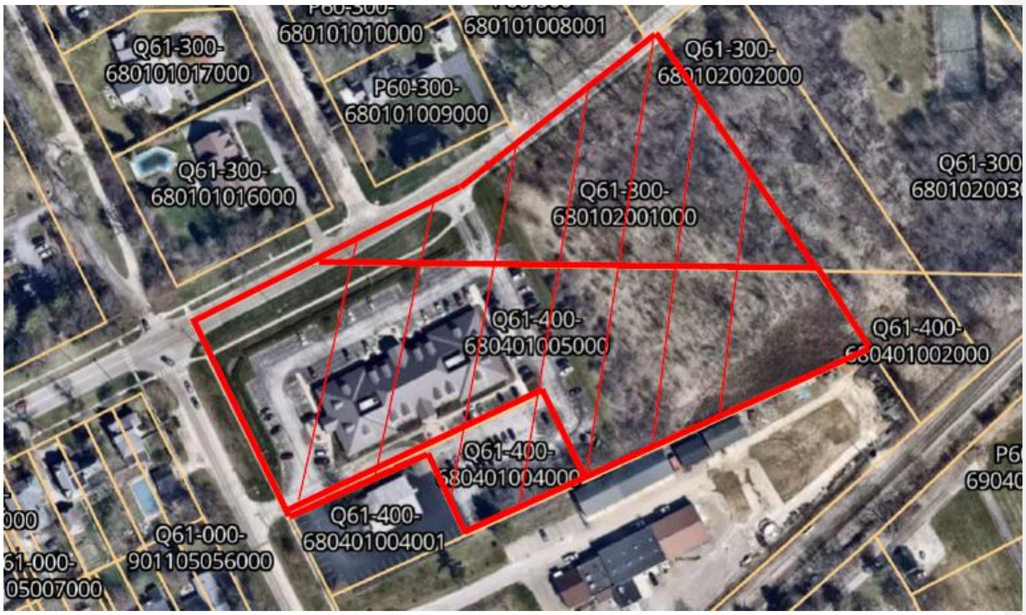
ATTEST: ___________________________

APPROVED: _________________________

Timothy W. Effler
LAW DIRECTOR

EXHIBIT A

Depiction of the Property



ORDINANCE 12-2024

PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $4,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION OF AN EXISTING OFFICE BUILDING LOCATED IN THE CITY AT 28442 E. RIVER ROAD, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND ACQUIRING REAL PROPERTY AND INTERESTS THEREIN IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is thirty (30) years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months;

NOW, THEREFORE, BE IT ORDAINED by the Council of The City of Perrysburg, Wood County, Ohio, that:

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of this City in the maximum principal amount of $4,000,000 (the "Bonds") for the purpose of paying the costs of the acquisition of an existing office building located in the City at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith (the "Improvement").

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately February 1, 2025, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds, in any fiscal year in which principal is payable, shall be substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2025. The first principal payment of the Bonds is estimated to be December 1, 2025.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in the maximum principal amount of $4,000,000 (the "Notes") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "Certificate of Award") as the amount which is necessary to pay the costs of the

Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, provided that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 8.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. Payment of Debt Charges; Paying Agent. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the "Paying Agent"). The Director of Finance is authorized, to the extent necessary or appropriate, to enter into an agreement with the Paying Agent in connection with the services to be provided by the Paying Agent after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of $5,000 (and may be issued in denominations in such amounts in excess thereof as requested by the Original Purchaser and approved by the Director of Finance) and with numbers as requested by the Original Purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes. The Notes shall be sold at not less than 97% of par plus accrued interest (if any) at private sale to the original purchaser designated by the Director of Finance in the Certificate of Award (the "Original Purchaser") in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price.

The Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the Mayor, the City Administrator, the Director of Finance, the Law Director, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes received by the City (or withheld by the Original Purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the Original Purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Certificate of Award for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure – Official Statement. The Mayor and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Notes in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 (the "Rule"), (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Notes, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Notes by one or more nationally recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Notes, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Certificate of Award, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Notes, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the Law Director and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Notes, to the extent not paid or reimbursed by the Original Purchaser and/or the Paying Agent pursuant to the Certificate of Award, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Provision for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 11. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Director of Finance is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Wood County, Ohio.

Section 13. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. Municipal Advisor. The services of Sudsina & Associates, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 18. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to facilitate the timely execution of one or more contracts relating to the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

____
President of Council

____
Mayor

PASSED: ___________ ___, 2024

ATTEST: ______________________

APPROVED: ___________ ___, 2024

FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Perrysburg, Ohio:

As fiscal officer of the City of Perrysburg, Ohio, I certify in connection with your proposed issue of notes in the maximum principal amount of $4,000,000 (the "Notes"), to be issued in anticipation of the issuance of bonds (the "Bonds"), for the purpose of paying the costs of the acquisition of an existing office building located in the City at 28442 E. River Road, together with all necessary appurtenances thereto, and acquiring real property and interests therein in connection therewith (the "Improvement"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty (30) years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is two hundred forty (240) months.

Dated: February 16, 2024

Amber Rathburn
Director of Finance
City of Perrysburg, Ohio

TO:	Mayor Mackin President Fuller Members of City Council
FROM:	Timothy W. Effler, Law Director
RE:	Resolution 24-2024
DATE:	February 16, 2024

Subject Matter/Background

The positions of Municipal Court Prosecutor and Executive Assistant have become vacant due to resignation and retirement, respectively and as the City progresses through the screening and hiring process for these positions, it is necessary to fill these positions in an interim/acting capacity.

This Resolution authorizes the Mayor to appoint Melissa Bergman as Interim/Acting Municipal Court Prosecutor as of February 19, 2024. Council further authorizes an increase in Melissa Bergman's salary, commensurate with the salary of the party that previously held the position, during the term of her appointment. Melissa Bergman shall continue to receive all other fringe benefits at the levels she received prior to the temporary Interim/Acting appointment.

This Resolution also authorizes the Mayor to appoint Dana Bombrys as Interim/Acting Executive Assistant as of January 2, 2024. Council further authorizes an increase in Dana Bombrys' hourly wage, commensurate with the hourly wage of the party that previously held the position, during the term of her appointment, which will be retroactive to January 2, 2024. Dana Bombrys shall continue to receive any and all other fringe benefits at the levels she received prior to the temporary Interim/Acting appointment.

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 24-2024

A RESOLUTION AUTHORIZING THE MAYOR TO APPOINT CERTAIN EMPLOYEES INTO INTERIM/ACTING POSITIONS WITHIN THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, the positions of Municipal Court Prosecutor and Executive Assistant have become vacant due to resignation and retirement, respectively; and,

WHEREAS, as the City progresses through the screening and hiring process for these positions, it is necessary to fill these positions in an interim/acting capacity; and,

WHEREAS, the Mayor, upon recommendation from the Law Director, has requested that, as of February 19, 2024, Melissa Bergman be appointed as the Interim/Acting Municipal Court Prosecutor while the position is vacant; and,

WHEREAS, the Mayor has requested that, as of January 2, 2024, Dana Bombrys be appointed as the Interim/Acting Executive Assistant while the position is vacant; and,

WHEREAS, during the terms of the respective appointments, the Interim/Acting employees will receive an increase to their salary/hourly wage commensurate with the salary/hourly wage of the party that previously held the position; and,

WHEREAS, during the terms of the respective appointments, the Interim/Acting employees shall continue to receive all other fringe benefits at the levels they received prior to the temporary Interim/Acting appointment; and,

WHEREAS, once the term of the respective appointments end, the parties will be returned to their regular positions and entitled to their current annual salaries; should any increase to said salaries that they would have normally been eligible to receive occur during this time, those increases would be applied accordingly.

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

SECTION 1. That Council hereby authorizes the Mayor to appoint Melissa Bergman as Interim/Acting Municipal Court Prosecutor as of February 19, 2024. Council further authorizes an increase in Melissa Bergman’s salary, commensurate with the salary of the party that previously held the position, during the term of her appointment. Melissa Bergman shall continue to receive all other fringe benefits at the levels she received prior to the temporary Interim/Acting appointment.

SECTION 2. That Council hereby authorizes the Mayor to appoint Dana Bombrys as Interim/Acting Executive Assistant as of January 2, 2024. Council further authorizes an increase in Dana Bombrys' hourly wage, commensurate with the hourly wage of the party that previously held the position, during the term of her appointment, which will be retroactive to January 2, 2024. Dana Bombrys shall continue to receive any and all other fringe benefits at the levels she received prior to the temporary Interim/Acting appointment.

SECTION 3. It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Perrysburg and the State of Ohio.

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

____
President of Council

____
Mayor

PASSED______________________________

ATTEST: ______________________________

APPROVED: __________________________

Timothy W. Effler
LAW DIRECTOR

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 25-2024

DATE: February 16, 2024

Subject Matter/Background

This Resolution authorizes an agreement with Coventry Glenn, LLC for the construction of over-sized sewer infrastructure in conjunction with the real estate development of Coventry Pointe. The agreement has been drafted to be consistent with the City's Sanitary Sewer Master Plan and the Sewer Infrastructure Cost Recovery document. Under that authority, if property is to be developed prior to the installation of the sanitary sewer, a cost sharing agreement is warranted. The Developer is required to install the sanitary sewer pursuant to the Master Plan. In the event the Master Plan calls for a sanitary sewer larger than the size required to serve the subdivision, the difference in the cost due to oversizing is reimbursed to the Developer pursuant to the terms of the cost sharing agreement.

The difference between the developers cost of the sanitary sewer infrastructure needed for the subdivision and the cost of the oversizing warranted by the Master Plan is $1,264,154.50.

The terms of this agreement were drafted by the City and reviewed by the attorney representing Coventry Glenn, LLC. The terms should appear familiar as similar agreements for water lines and sanitary sewer lines were approved with the Canterbury Subdivision and the Villages at Canterbury. Similarly, it is comparable to the arrangement with Canterbury Real Estate Ventures for the installation of the multi-use path previously approved by City Council on November 5, 2019 and the previous agreement with Coventry Glenn LLC passed via Resolution 10-2022.

Financial Review

Account: 5402-62955-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 25-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COVENTRY GLENN, LLC TO CONSTRUCT OVER-SIZED SANITARY SEWER INFRASTRUCTURE AT THE PROPOSED COVENTRY POINTE; AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, has been engaged in discussions with Coventry Glenn, LLC regarding sanitary sewer infrastructure installation to serve a proposed development on land located on the west side of Fort Meigs Road and the north side of Five Point Road; and,

WHEREAS, consistent with the structure of the City's overall sanitary infrastructure cost recovery study and plan, the parties have agreed on a plan for installation of utilities infrastructure to serve the proposed development, and

WHEREAS, the Public Utilities Committee of Council considered the agreement at its meeting of January 24, 2024 and unanimously voted 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 Mayor and Director of Finance are authorized to enter into a reimbursement agreement with Coventry Glenn, LLC for construction of oversized sanitary sewer infrastructure lines at the proposed Coventry Pointe subdivision, consistent with proposal described in the Agreement, attached herein as Exhibit A, the City's infrastructure cost recovery study and plan, and terms deemed reasonable and appropriate to the City Administrator and Director of Public Utilities.

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 permit the Developer to move forward with construction of the sanitary sewer infrastructure, 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

THIRD AGREEMENT
Construction of Sanitary Sewer Mains and Infrastructure at Coventry Pointe Subdivision

THIS AGREEMENT (the “Agreement”) is made this _____ day of _______, 2024, by and between Coventry Glenn LLC. With its principal place of business at 3150 Republic Boulevard, Suite 3, Toledo, Ohio 43615, (hereinafter referred to as “Developer”) and the City of Perrysburg, Ohio, a municipal corporation with its principal office located at 201 West Indiana Avenue, Perrysburg, Ohio 43551 (hereinafter referred to as the “City”) (sometimes jointly referred to as the “Parties”).

WHEREAS, the City has been engaged in discussions with Developer regarding infrastructure installation to serve a proposed development on land located on the west side of Fort Meigs Road and the north side of Five Point Road; and,

WHEREAS, consistent with the structure of the City’s overall Sanitary Infrastructure Cost Recovery Study and plan, herein as Exhibit A, the Parties have agreed on a plan for the installation of sanitary sewer mains and infrastructure to serve the proposed development; and

WHEREAS, Developer has requested permission to construct sanitary sewer mains and infrastructure as depicted in Exhibits B and C, to serve the proposed next phase of Coventry Pointe subdivision; and

WHEREAS, the City has requested Developer to construct sanitary sewer and infrastructure that will service land beyond the bounds of Developer’s Development as depicted in Exhibits B and C; and

WHEREAS, the City shall own said sanitary sewer main and appurtenances (“Improvements”) upon completion of the work by Developer and acceptance of the work by the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree that the proposed sanitary sewer mains and infrastructure will be installed pursuant to the following terms.

ARTICLE I

DEVELOPER’S DUTIES AND RESPONSIBILITIES

SECTION 1.01. Developer will furnish or otherwise provide to the City satisfactory easements for maintaining and operating any necessary City infrastructure (including but not limited to water and sanitary sewer mains), above, below, or at the surface of the ground wherever these facilities are constructed, other than dedicated road rights-of-way. Said easements shall give to the City the right of egress and ingress for the purpose of constructing, operating, maintaining, exhuming, repairing, backfilling, removing and replacing water and sanitary sewer mains (including local service, interceptor and trunk mains).

SECTION 1.02. Developer shall provide a topographic survey, plan preparation per City and Ohio EPA standards, construction staking, and easement preparation and acquisition.

SECTION 1.03. As otherwise described in this Agreement, including without limitation the terms of Section 3.05 and Section 3.07. Developer shall construct, or cause to be constructed, sanitary sewer mains and infrastructure as proposed in Exhibits B and C, to serve the proposed Coventry Pointe subdivision and additional areas beyond the Coventry Pointe subdivision.

SECTION 1.04. In its performance of the duties and responsibilities required under this Agreement, Developer will comply with all applicable local, state, and federal laws and regulations.

SECTION 1.05. Developer agrees to hold the City safe and harmless from any claims, costs, loss, damage or obligation whatsoever arising from any and all causes connected with the construction, operation and maintenance of the Improvements if caused by Developer's, or Developer' employees, contractors, subcontractors, successors and/or assigns, recklessness or negligence.

SECTION 1.06. Developer shall comply with all applicable terms of the Occupational Safety Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter 4167. This compliance shall include at a minimum providing all employees working on the project with the necessary training before work is performed, and all safeguards, safety devices, and protective equipment. Developer shall take any other actions reasonably necessary to protect the life and health of employees of Developer and to protect property in connection with performance of the work covered by this agreement. Developer and/or any other party (contractor(s) and subcontractor(s)) acting on behalf of Developer shall comply with the terms of the Occupational Safety and Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter 4167.

SECTION 1.07. Developer shall not begin performance under this Agreement until such time as the contractor hired to construct the Improvements described herein has filed with the City a copy of a current insurance policy which provides public liability and property damage insurance and which shall protect the contractor, Developer, the City and any subcontractor performing work covered by this agreement from claims for personal injury damage including accidental death, as well as from claims for property damage. The amount of such bodily injury insurance shall be not less than $1,000,000.00 for injuries, including accidental death, to any one person and not less than $1,000,000.00 for each accident involving injury to more than one person. The amount of such property damage insurance shall be not less than $1,000,000.00 for each accident and not less than $1,000,000.00 aggregate property damage liability.

SECTION 1.08. Developer agrees to accept and be bound by the rules and regulations of the City as they now exist or any amendments thereto of which Developer has prior notice. If the work required of Developer by this Agreement has not commenced in a satisfactory manner within two (2) years from the date of final approval of the detailed construction plans by the City, this Agreement shall be null and void.

ARTICLE II
PLANS AND INSPECTIONS

SECTION 2.01. The sanitary sewer mains shall be subject to inspection and approval by the City or its agents, and the City's obligations under this Agreement are conditioned on its approval and acceptance of the sanitary sewer lines as installed.

SECTION 2.02. Other than as may be related to act of God or other matters beyond the control of Developer, Developer warrants that all mains and other structures installed pursuant to this Agreement will operate efficiently for two (2) years after acceptance by the City and any other agency of the county or the State of Ohio whose approval of such facilities is required by law or regulation ("Approving Agency").

SECTION 2.03. Developer shall maintain all structures and equipment constructed and provided under the terms of this Agreement for the period of two (2) years from the date that the system is accepted by the City and any Approving Agency. Contractor shall provide City with a maintenance bond in the amount of fifty percent (50%) of the cost of construction of the sanitary sewer mains, which bond will be released after two (2) years of satisfactory operation of the aforesaid Improvement. Said bond is to guarantee that the Improvements are not faulty. If any of the Improvements do fail within two (2) years from the date of completion of the project, Developer will be responsible for making the necessary repairs without any cost to the City.

SECTION 2.04. The cost of construction shall include all engineering fees, survey costs, right-of-way or easement costs, testing costs, and the cost of inspection and related soft costs.

SECTION 2.05. Developer shall provide detailed plans and specifications to the City, at Developer's cost, prepared by a consulting engineer licensed in the State of Ohio and acceptable to the City. Upon receiving approval from the City, Developer shall submit the detailed plans and specifications to the Ohio Environmental Protection Agency ("Ohio EPA"), and any other necessary local, state, and federal agencies, for approval and shall pay all costs associated with plan review and approval by said agencies. Developer shall submit evidence of Ohio EPA approval and any other agency approval to the City.

SECTION 2.06. No construction shall take place until plans have been approved by the City as well as all other required authorities and all approvals have been submitted to the City.

SECTION 2.07. Developer agrees to make any and all changes in the detailed plans and specifications required by the Ohio EPA and any other entity having jurisdiction and/or control over the construction of sanitary sewer mains prior to the formal approval of the detailed plans and specifications. Any construction occurring prior to said formal approval of the detailed plans and specifications shall be done at the sole risk of Developer, and the City and its agents shall be held safe and harmless from any claims, costs, damages, obligations or liabilities whatsoever arising from any construction that does occur.

SECTION 2.08. Developer shall furnish, as part of the project cost, any pumps, fittings, lines, and services from the right-of-way to and into any property being served in accordance with City standards governing such installations, and shall secure, at Developer's expense, any permits necessary from the City.

SECTION 2.09. Developer shall complete construction of such sanitary sewerage systems within one (1) year of notification to the City that all of the detailed plans and specifications have been received and approved.

SECTION 2.10. Within thirty (30) days of completion of construction, Developer shall present to the City an itemized statement, certified by Developer, showing the total cost of the work and affidavit that labor and material costs were paid, or a statement saving harmless the City for any claims or moneys due for labor or material arising from the said construction.

ARTICLE III
DUTIES AND RESPONSIBILITIES OF THE CITY

SECTION 3.01. The City agrees to review and inspect the work herein described pursuant to appropriate and reasonable engineering and construction standards and in accordance with the detailed plans and specifications.

SECTION 3.02. The City agrees immediately upon its acceptance of said sanitary sewer infrastructure to assume operation of the subject facilities, and thereafter to operate the same in accordance with the rules and regulations of any approving Agency.

SECTION 3.03. The City agrees to affix and charge service charges against each parcel which may be served by the subject sanitary sewer infrastructure in keeping with the City's general rules and regulations regarding sanitary sewer service within the City. Specifically, all fees (including but not limited to "tap-in fees" for each proposed connection) shall be charged as otherwise appropriate and required by the City's water and sewer rate system. All other City fees and charges will also apply.

SECTION 3.04. The City agrees to reimburse Developer for its actual cost to construct sanitary sewer pipes 30 Orange, not to exceed Six Hundred Seventy-Two Four Hundred Seventy-Seven and 00/100

Dollars ($672,477.00) as demonstrated by the Engineering Estimate of Costs attached hereto and incorporated herein as Exhibit C.

SECTION 3.05. Developer will not be required to install all of Pipe(s) 30 Orange prior to application for reimbursement; however, the sanitary sewer plans, specifications, and construction must be sufficient to reasonably meet the development needs in the area, as determined in the sole discretion of the City's Department of Public Utilities and Division of Engineering; any reimbursement provided for in Section 3.04 shall be pro-rated based on the actual pipe installed; and although the current reimbursement and plan are based on approximately fifty Percent (50%) of Pipe(s) 30 Orange being installed, both parties acknowledge that this factor may change and the reimbursement amounts may likewise change.

SECTION 3.06. The SICR may be revised subject to Developer's actual cost to construct Pipes 30 Orange, as well as any other changes reasonably deemed necessary by the City, and to the extent a revision to the SICR is made necessary based on Developer's cost to construct Pipes 30 Orange, the City shall be responsible to pay the full costs of such SICR plan revision.

SECTION 3.07. The City agrees to reimburse Developer for its actual cost to construct sanitary sewer pipes 30 Green less Developer's share of the cost of those pipes as determined by the City's Sanitary Infrastructure Cost Recovery (SICR) Study, attached hereto and incorporated herein as Exhibit A, not to exceed Five Hundred Ninety-One Six Hundred Seventy-Seven and 50/100 Dollars ($591,677.50) as demonstrated by the Engineering Estimate of Costs attached hereto and incorporated herein as Exhibit C.

SECTION 3.08. Developer will not be required to install all of the Pipe(s) 30 Green prior to application for reimbursement; however, the sanitary sewer plans, specifications, and construction must be sufficient to reasonably meet the development needs in the area, as determined in the sole discretion of the City's Department of Public Utilities and Division of Engineering; any reimbursement provided for in Section 3.07 shall be pro-rated based on the actual pipe installed; and although the current reimbursement and plan are based on approximately fifty Percent (50%) of Pipe(s) 30 Green being installed, both parties acknowledge that this factor may change and the reimbursement amounts may likewise change.

SECTION 3.09. The SICR may be revised subject to Developer's actual cost to construct Pipes 30 Green, as well as any other changes reasonably deemed necessary by the City, and to the extent a revision to the SICR is made necessary based on Developer's cost to construct Pipes 30 Green, Developer shall be responsible to pay its proportionate cost of such SICR plan revision.

SECTION 3.10. The City acknowledges that the sanitary sewer collection system may be sized to serve more users than those which will result from the proposed development, and that such excess sizing will better serve the surrounding areas and the residents of the City. The City agrees to reimburse Developer for the cost of such excess sizing, so long as the total amount of reimbursement to Developer provided for in Sections 3.04, 3.06, 3.07 and 3.09 combined does not exceed One Million Two Hundred Sixty-four Thousand One Hundred Fifty-four and 50/100 Dollars ($1,264,154.50). The amount of reimbursement shall be Developer's actual cost to construct the Thirty-Six Inch sanitary sewer and eliminate the Brookhaven Sanitary Sewer Pumping Station, as prepared by an Engineer and approved by the City, as proposed in Exhibit B. The reimbursement shall be prorated based on the linear footage of pipes installed.

SECTION 3.11. Should Developer not install all sanitary sewer Pipes 30 Orange and 30 Green across its property, it shall either itself provide to the City, or as necessary arrange for and deliver to the City, easements adequate to allow for the future installation, service, and maintenance of those portions of sanitary sewer pipes 30 Orange and 30 Green and elimination of the Brookhaven Sanitary Sewer Pumping Station, as currently contemplated by the City's overall sanitary sewer plans and proposed in Exhibit B.

SECTION 3.12. The City will provide adequate personnel for the operation, maintenance, and service of the plant, and for making tests required by applicable Approving Agencies.

ARTICLE IV

GENERAL

SECTION 4.01. The relationship between Developer and the City shall be an independent contractor relationship, pursuant to which Developer is free to exercise its independent judgment and knowledge with respect to carrying out the specific requirements of this Agreement, and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, employment relationship, or joint venture agreement between them.

SECTION 4.02. The City or its agent shall certify that the completion of the work herein provided is in accordance with the detailed plans and specifications approved as hereinbefore provided, and/or certify a list of any deviations from said detailed plans and specifications, promptly following completion of the work.

SECTION 4.03. The City or its agent shall inspect the construction, testing, and operation of the facilities hereunder provided all inspection shall be performed by a qualified inspector. Said inspector shall ensure that the infrastructure is constructed to City Standards. All costs associated with the inspection shall be borne by Developer.

SECTION 4.04. The sanitary sewer improvements contemplated by this Agreement shall be constructed to have an expected life of fifty (50) years.

SECTION 4.05. In the event circumstances evolve that are unforeseen to Developer or the City, the parties agree to meet and determine a fair and equitable division of responsibilities and associated costs. Nothing in this Section is intended to relieve Developer or the City of any responsibility specifically noted herein.

SECTION 4.06. The provisions of this Agreement shall be binding upon the City and its successors in office, and Developer, its successors and assigns

SECTION 4.07. This agreement contains the entire agreement and understanding by and between the City and Developer with respect to the sanitary sewer mains and infrastructure as proposed in Exhibit B, to serve the proposed Coventry Pointe Subdivision. No change or modification of this agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound.

SECTION 4.08. This Agreement shall be governed by the laws of the State of Ohio both as to interpretation and enforcement. Each party irrevocably agrees that the courts of Wood County, Ohio shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SECTION 4.09. The provisions of this Agreement shall be in full force and effect from the time of execution and delivery by the parties and shall bind and inure to the benefit of both parties, as well as their respective successors, heirs, and assigns. It is understood and agreed that the City may assign and transfer all its rights, duties and obligations hereunder. Developer may not assign this Agreement without the prior written approval of the City.

SECTION 4.10. In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

The remainder of this page intentionally left blank.

Signature page to follow.

FOR THE DEVELOPER

By: ______________________________

CITY OF PERRYSBURG, OHIO

By: ____________________________
Mayor

By: ____________________________
Director of Finance

APPROVED AS TO CONTENT:

____

APPROVED AS TO FORM:

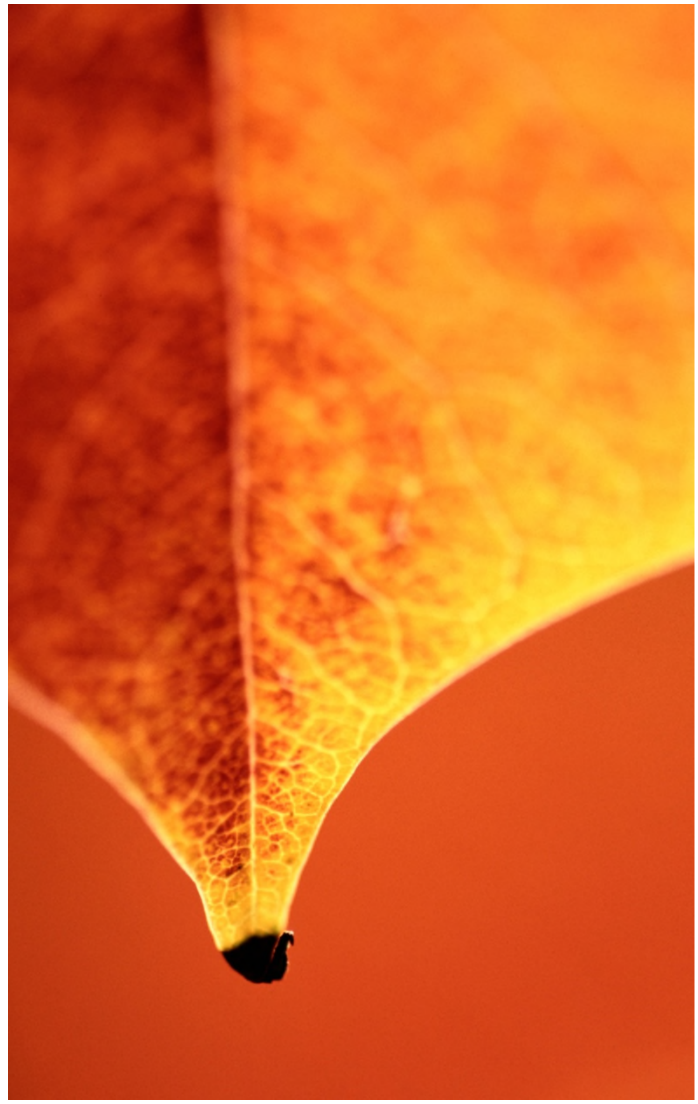
____

Agreement Authorizing Installation of the Sanitary Sewer Mains and Infrastructure at Coventry Pointe Subdivision

Resolution No._____-2024

EXHIBIT A

SANITARY INFRASTRUCTURE COST RECOVERY STUDY



PERRYSBURG, OHIO

SANITARY INFRASTRUCTURE COST RECOVERY

“STUDY ADOPTED 11/18/03
BY ORDINANCE 193-2003”
2023 UPDATE

ARCADIS Design & Consultancy for natural and built assets

INDEX

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 1 - S.R. 25: King to Dowling

Share of Attachment A Costs	$16,325,100	X	0.022 MGD / 4.094 MGD	=	$87,726
Share of Pipe 11 (24")	$2,643,000	X	0.022 MGD / 1.136 MGD	=	$51,185
Share of Pipe 5 (15")	$835,000	X	0.022 MGD / 0.369 MGD	=	$49,783
Share of Pipe 4 (15")	$803,000	X	0.022 MGD / 0.351 MGD	=	$50,330
Share of Pipe 3 (15")	$773,000	X	0.022 MGD / 0.287 MGD	=	$59,254
Share of Pipe 2 (10")	$564,000	X	0.022 MGD / 0.164 MGD	=	$75,659
100% of Pipe 1 (10")				=	$325,000
					$698,937
	Interest (Present Worth 15-yrs @ 4.50%)				$169,040
			Total		**$867,977**

Acreage Component

Service Area for Pipe 1 = 43 Ac X 85% = 37 Ac

2/3 X $867,977 / 37 Ac = $15,639 per Ac Inside City

$19,549 per Ac Outside City

Flow Component

22,000 gpd / 226 gpd per ERU = 97 ERU's

1/3 X $867,977 / 97 ERUs = $2,982 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,982	3,728
1	2.5	7,455	9,319
1-1/2	5	14,910	18,638
2	8	23,856	29,820
3	16	47,712	59,640
4	25	74,550	93,188
6	50	149,100	186,375
8	80	238,560	298,200

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 2 - S.R. 25: Dowling to Ovitt

Share of Attachment A Costs	$16,325,100 X	$\frac{0.142 \text{ MGD}}{4.094 \text{ MGD}}$	=	$566,235
Share of Pipe 11 (24")	$2,643,000 X	$\frac{0.142 \text{ MGD}}{1.136 \text{ MGD}}$	=	$330,375
Share of Pipe 5 (15")	$835,000 X	$\frac{0.142 \text{ MGD}}{0.369 \text{ MGD}}$	=	$321,328
Share of Pipe 4 (15")	$803,000 X	$\frac{0.142 \text{ MGD}}{0.351 \text{ MGD}}$	=	$324,860
Share of Pipe 3 (15")	$773,000 X	$\frac{0.142 \text{ MGD}}{0.287 \text{ MGD}}$	=	$382,460
Share of Pipe 2 (10")	$564,000 X	$\frac{0.142 \text{ MGD}}{0.164 \text{ MGD}}$	=	$488,341
				$2,413,599
Interest (Present Worth 15-yrs @ 4.50%)				$583,738
		Total		**$2,997,337**

Acreage Component

Service Area for Pipe 2		=	164	Ac X 85% = 139 Ac
2/3 X	$\frac{\$2,997,337}{139 \text{ Ac}}$	=	$14,376	per Ac Inside City
			$17,970	per Ac Outside City

Flow Component

142,000	gpd / 226 gpd per ERU	=	628	ERU's
1/3 X	$\frac{\$2,997,337}{628 \text{ ERUs}}$	=	$1,591	per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,591	1,989
1	2.5	3,978	4,972
1-1/2	5	7,955	9,944
2	8	12,728	15,910
3	16	25,456	31,820
4	25	39,775	49,719
6	50	79,550	99,438
8	80	127,280	159,100
10	115	182,965	228,706

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 3 - S.R. 25: Ovitt to Reitz

Share of Attachment A Costs	$16,325,100 X	0.123 MGD / 4.094 MGD =	$490,471
Share of Pipe 11 (24”)	$2,643,000 X	0.123 MGD / 1.136 MGD =	$286,170
Share of Pipe 5 (15”)	$835,000 X	0.123 MGD / 0.369 MGD =	$278,333
Share of Pipe 4 (15”)	$803,000 X	0.123 MGD / 0.351 MGD =	$281,393
Share of Pipe 3 (15”)	$773,000 X	0.123 MGD / 0.287 MGD =	$331,286
			$1,667,653
	Interest (Present Worth 15-yrs @ 4.50%)		$403,328
		Total	**$2,070,981**

Acreage Component

Service Area for Pipe 3 = 131 Ac X 85% = 111 Ac

2/3 X $2,070,981 / 111 Ac = $12,438 per Ac Inside City

$15,548 per Ac Outside City

Flow Component

123,000 gpd / 226 gpd per ERU = 544 ERU's

1/3 X $2,070,981 / 544 ERUs = $1,269 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,269	1,586
1	2.5	3,173	3,966
1-1/2	5	6,345	7,931
2	8	10,152	12,690
3	16	20,304	25,380
4	25	31,725	39,656
6	50	63,450	79,313
8	80	101,520	126,900
10	115	145,935	182,419

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 4 - S.R. 25: North from Reitz 1/2 Way to Five Point

Share of Attachment A Costs	$16,325,100 X	0.065 MGD / 4.094 MGD	=	$259,192
Share of Pipe 11 (24")	$2,643,000 X	0.065 MGD / 1.136 MGD	=	$151,228
Share of Pipe 5 (15")	$835,000 X	0.065 MGD / 0.369 MGD	=	$147,087
Share of Pipe 4 (15")	$803,000 X	0.065 MGD / 0.351 MGD	=	$148,704
				$706,211
	Interest (Present Worth 15-yrs @ 4.50%)			$170,800
	Total			**$877,011**

Acreage Component

Service Area for Pipe 4 = 80 Ac X 85% = 68 Ac

$\frac{2}{3} \times \frac{\$877{,}011}{68 \text{ Ac}}$ = $8,598 per Ac Inside City

$10,748 per Ac Outside City

Flow Component

65,000 gpd / 226 gpd per ERU = 288 ERU's

$\frac{1}{3} \times \frac{\$877{,}011}{288 \text{ ERUs}}$ = $1,015 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,015	1,269
1	2.5	2,538	3,172
1-1/2	5	5,075	6,344
2	8	8,120	10,150
3	16	16,240	20,300
4	25	25,375	31,719
6	50	50,750	63,438
8	80	81,200	101,500
10	115	116,725	145,906

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 5 - S.R. 25: From 1/2 Way BTW Reitz & Five Point North to Five Point

Share of Attachment A Costs	$16,325,100 X	0.018 MGD / 4.094 MGD =	$71,776
Share of Pipe 11 (24")	$2,643,000 X	0.018 MGD / 1.136 MGD =	$41,879
Share of Pipe 5 (18")	$835,000 X	0.018 MGD / 0.369 MGD =	$40,732
			$154,387
	Interest (Present Worth 15-yrs @ 4.50%)		$37,339
		Total	**$191,726**

Acreage Component

Service Area for Pipe 5 = 34 Ac X 85% = 29 Ac

2/3 X $191,726 / 29 Ac = $4,407 per Ac Inside City

$5,509 per Ac Outside City

Flow Component

18,000 gpd / 226 gpd per ERU = 80 ERU's

1/3 X $191,726 / 80 ERUs = $799 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	799	999
1	2.5	1,998	2,497
1-1/2	5	3,995	4,994
2	8	6,392	7,990
3	16	12,784	15,980
4	25	19,975	24,969
6	50	39,950	49,938
8	80	63,920	79,900

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 6 - Frusher North to Five Point

Share of Attachment A Costs	$16,325,100 X	0.045 MGD / 4.094 MGD =	$179,441
Share of Pipe 11 (24")	$2,643,000 X	0.045 MGD / 1.136 MGD =	$104,696
Share of St. Clare Commons Oversizing	$61,997 X	0.045 MGD / 0.343 MGD =	$8,134
Share of Pipe 8 (15")	$414,000 X	0.045 MGD / 0.343 MGD =	$54,315
100% of Pipe 6 (10")		=	$475,000
			$821,586
Interest (Present Worth 15-yrs @ 4.50%)			$198,704
		Total	**$1,020,290**

Acreage Component

Service Area for Pipe 6 = 88 Ac X 85% = 75 Ac

2/3 X $1,020,290 / 75 Ac = $9,069 per Ac Inside City

$11,337 per Ac Outside City

Flow Component

45,000 gpd / 226 gpd per ERU = 199 ERU's

1/3 X $1,020,290 / 199 ERUs = $1,709 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,709	2,136
1	2.5	4,273	5,341
1-1/2	5	8,545	10,681
2	8	13,672	17,090
3	16	27,344	34,180
4	25	42,725	53,406
6	50	85,450	106,813
8	80	136,720	170,900
10	115	196,535	245,669

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 7 - Five Point: I-75 to Frusher

Share of Attachment A Costs	$16,325,100 X	0.098 MGD / 4.094 MGD	=	$390,782
Share of Pipe 11 (24")	$2,643,000 X	0.098 MGD / 1.136 MGD	=	$228,005
Share of St. Clare Commons Oversizing	$61,997 X	0.098 MGD / 0.343 MGD	=	$17,713
Share of Pipe 8 (15")	$414,000 X	0.098 MGD / 0.343 MGD	=	$118,286
100% of Pipe 7 (8")			=	$178,000
				$932,786
	Interest (Present Worth 15-yrs @ 4.50%)			$225,598
		Total		**$1,158,384**

Acreage Component

Service Area for Pipe 7 = 76 Ac X 85% = 65 Ac

$2/3 \times \frac{\$1{,}158{,}384}{65 \text{ Ac}}$ = $11,881 per Ac Inside City

$14,851 per Ac Outside City

Flow Component

98,000 gpd / 226 gpd per ERU = 434 ERU's

$1/3 \times \frac{\$1{,}158{,}384}{434 \text{ ERUs}}$ = $890 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	890	1,113
1	2.5	2,225	2,781
1-1/2	5	4,450	5,563
2	8	7,120	8,900
3	16	14,240	17,800
4	25	22,250	27,813
6	50	44,500	55,625
8	80	71,200	89,000
10	115	102,350	127,938

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 8 - Five Point: Frusher to Ex. MH on East Side of S.R. 25

Share of Attachment A Costs	$16,325,100 X	$\frac{0.201\ \text{MGD}}{4.094\ \text{MGD}}$ =	$801,501
Share of Pipe 11 (24")	$2,643,000 X	$\frac{0.201\ \text{MGD}}{1.136\ \text{MGD}}$ =	$467,643
Share of St. Clare Commons Oversizing	$61,997 X	$\frac{0.201\ \text{MGD}}{0.343\ \text{MGD}}$ =	$36,330
Share of Pipe 8 (15")	$414,000 X	$\frac{0.201\ \text{MGD}}{0.343\ \text{MGD}}$ =	$242,606
			$1,548,080
	Interest (Present Worth 15-yrs @ 4.50%)		$374,409
		Total	**$1,922,489**

Acreage Component

Service Area for Pipe 8 = 239 Ac X 85% = 203 Ac

2/3 X $\frac{\$1,922,489}{203\ \text{Ac}}$ = $6,314 per Ac Inside City

$7,892 per Ac Outside City

Flow Component

201,000 gpd / 226 gpd per ERU = 889 ERU's

1/3 X $\frac{\$1,922,489}{889\ \text{ERUs}}$ = $721 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	721	901
1	2.5	1,803	2,253
1-1/2	5	3,605	4,506
2	8	5,768	7,210
3	16	11,536	14,420
4	25	18,025	22,531
6	50	36,050	45,063
8	80	57,680	72,100
10	115	82,915	103,644

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 9 - South on the East Side of S.R. 25 from Five Point

Share of Attachment A Costs	\$16,325,100 X	0.042 MGD / 4.094 MGD	=	\$167,478
Share of Attachment D Costs	\$423,600 X	0.042 MGD / 0.165 MGD	=	\$107,825
Share of Pipe 11 (24")	\$2,643,000 X	0.042 MGD / 1.136 MGD	=	\$97,717
100% of Pipe 9 (10")			=	\$161,000
				\$534,020
	Interest (Present Worth 15-yrs @ 4.50%)			\$129,155
		Total		**\$663,175**

Acreage Component

Service Area for Pipe 9 = 83 Ac X 85% = 71 Ac

2/3 X \$663,175 / 71 Ac = \$6,227 per Ac Inside City

\$7,784 per Ac Outside City

Flow Component

42,000 gpd / 226 gpd per ERU = 186 ERU's

1/3 X \$663,175 / 186 ERUs = \$1,188 per ERU

Meter Size (")	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	1,188	1,485
1	2.5	2,970	3,713
1-1/2	5	5,940	7,425
2	8	9,504	11,880
3	16	19,008	23,760
4	25	29,700	37,125
6	50	59,400	74,250
8	80	95,040	118,800
10	115	136,620	170,775

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 10 - North on West Side of S.R. 25 from Five Point

Share of Attachment A Costs	$16,325,100 X	$\frac{0.234 \text{ MGD}}{4.094 \text{ MGD}}$	=	$933,091
Share of Pipe 11 (24")	$2,643,000 X	$\frac{0.234 \text{ MGD}}{1.136 \text{ MGD}}$	=	$544,421
100% of Pipe 10 (12")			=	$543,000
				$2,020,512
Interest (Present Worth 15-yrs @ 4.50%)				$488,668
		Total		**$2,509,180**

Acreage Component

Service Area for Pipe 10 = 228 Ac X 85% = 194 Ac

2/3 X $\frac{\$2,509,180}{194 \text{ Ac}}$ = $8,623 per Ac Inside City

$10,778 per Ac Outside City

Flow Component

234,000 gpd / 226 gpd per ERU = 1035 ERU's

1/3 X $\frac{\$2,509,180}{1035 \text{ ERUs}}$ = $808 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	808	1,010
1	2.5	2,020	2,525
1-1/2	5	4,040	5,050
2	8	6,464	8,080
3	16	12,928	16,160
4	25	20,200	25,250
6	50	40,400	50,500
8	80	64,640	80,800
10	115	92,920	116,150

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 11 - Five Point: S.R. 25 to Rivers Edge

Share of Attachment A Costs	\$16,325,100 X	0.084 MGD / 4.094 MGD	=	\$334,956
Share of Pipe 11 (24”)	\$2,643,000 X	0.084 MGD / 1.136 MGD	=	\$195,433
				\$530,389
	Interest (Present Worth 15-yrs @ 4.50%)			\$128,277
	Total			**\$658,666**

Acreage Component

Service Area for Pipe 11	=	176	Ac X 85% = 150 Ac	
2/3 X \$658,666 / 150 Ac	=	\$2,927	per Ac Inside City	
		\$3,659	per Ac Outside City	

Flow Component

84,000 gpd / 226 gpd per ERU	=	372	ERU's
1/3 X \$658,666 / 372 ERUs	=	\$590	per ERU

Meter Size (“)	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	590	738
1	2.5	1,475	1,844
1-1/2	5	2,950	3,688
2	8	4,720	5,900
3	16	9,440	11,800
4	25	14,750	18,438
6	50	29,500	36,875
8	80	47,200	59,000
10	115	67,850	84,813

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 11A - Five Point: Ft. Meigs to Rivers Edge

Share of Attachment A Costs	$16,325,100 X	0.006 MGD / 4.094 MGD =	$23,925
100% of Pipe 11A (8”)	$138,000 X	0.006 MGD / 1.136 MGD =	$729
			$24,654
Interest (Present Worth 15-yrs @ 4.50%)			$5,963
	Total		**$30,617**

Acreage Component

Service Area for Pipe 11A = 14 Ac X 85% = 12 Ac

2/3 X $30,617 / 12 Ac = $1,701 per Ac Inside City

$2,126 per Ac Outside City

Flow Component

6,000 gpd / 226 gpd per ERU = 27 ERU's

1/3 X $30,617 / 27 ERUs = $378 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	378	473
1	2.5	945	1,181
1-1/2	5	1,890	2,363
2	8	3,024	3,780
3	16	6,048	7,560
4	25	9,450	11,813

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 12 - Dowling East to Frusher

Share of Attachment A Costs	$16,325,100	X	0.275 MGD / 4.094 MGD	=	$1,096,581
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.275 MGD / 2.904 MGD	=	$202,773
Share of Pipe 30 (36”)	$609,000	X	0.275 MGD / 2.904 MGD	=	$57,670
Share of Pipe 28 (36”)	$3,170,000	X	0.275 MGD / 2.764 MGD	=	$315,394
Share of Pipe 17 (36”)	$2,329,000	X	0.275 MGD / 2.024 MGD	=	$316,440
Share of Pipe 16 (36”)	$3,136,000	X	0.275 MGD / 1.896 MGD	=	$454,852
Share of Pipe 14 (18”)	$1,502,000	X	0.275 MGD / 0.530 MGD	=	$779,340
100% of Pipe 12 (15”)				=	$950,000
					$4,173,050
Interest (Present Worth 15-yrs @ 4.50%)					$1,009,267
Total					**$5,182,317**

Acreage Component

Service Area for Pipe 12 = 215 Ac X 85% = 183 Ac

2/3 X $5,182,317 / 183 Ac = $18,879 per Ac Inside City

$23,599 per Ac Outside City

Flow Component

275,000 gpd / 226 gpd per ERU = 1217 ERU's

1/3 X $5,182,317 / 1217 ERUs = $1,419 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,419	1,774
1	2.5	3,548	4,434
1-1/2	5	7,095	8,869
2	8	11,352	14,190
3	16	22,704	28,380
4	25	35,475	44,344
6	50	70,950	88,688
8	80	113,520	141,900
10	115	163,185	203,981

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 13 - Dowling: I-75 to Frusher

Share of Attachment A Costs	\$16,325,100	X	0.015 MGD / 4.094 MGD	=	\$59,814
Share of Pipe 30 (Coventry Pointe) Oversizing	\$2,141,286	X	0.015 MGD / 2.904 MGD	=	\$11,060
Share of Pipe 30 (36")	\$609,000	X	0.015 MGD / 2.904 MGD	=	\$3,146
Share of Pipe 28 (36")	\$3,170,000	X	0.015 MGD / 2.764 MGD	=	\$17,203
Share of Pipe 17 (36")	\$2,329,000	X	0.015 MGD / 2.024 MGD	=	\$17,260
Share of Pipe 16 (36")	\$3,136,000	X	0.015 MGD / 1.896 MGD	=	\$24,810
Share of Pipe 14 (18")	\$1,502,000	X	0.015 MGD / 0.530 MGD	=	\$42,509
100% of Pipe 13 (8")				=	\$182,000
					\$357,802
Interest (Present Worth 15-yrs @ 4.50%)					\$86,536
Total					**\$444,338**

Acreage Component

Service Area for Pipe 13	=	12	Ac X 85% = 10 Ac
2/3 X \$444,338 / 10 Ac	=	\$29,622	per Ac Inside City
		\$37,028	per Ac Outside City

Flow Component

15,000 gpd / 226 gpd per ERU	=	66	ERU's
1/3 X \$444,338 / 66 ERUs	=	\$2,244	per ERU

Meter Size (")	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	2,244	2,805
1	2.5	5,610	7,013
1-1/2	5	11,220	14,025
2	8	17,952	22,440
3	16	35,904	44,880
4	25	56,100	70,125
6	50	112,200	140,250

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 14 - Frusher: Dowling to Reitz

Share of Attachment A Costs	$16,325,100 X	0.240 MGD / 4.094 MGD	=	$957,016
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286 X	0.240 MGD / 2.904 MGD	=	$176,966
Share of Pipe 30 (36")	$609,000 X	0.240 MGD / 2.904 MGD	=	$50,331
Share of Pipe 28 (36")	$3,170,000 X	0.240 MGD / 2.764 MGD	=	$275,253
Share of Pipe 17 (36")	$2,329,000 X	0.240 MGD / 2.024 MGD	=	$276,166
Share of Pipe 16 (36")	$3,136,000 X	0.240 MGD / 1.896 MGD	=	$396,962
Share of Pipe 14 (18")	$1,502,000 X	0.240 MGD / 0.530 MGD	=	$680,151
				$2,812,845
Interest (Present Worth 15-yrs @ 4.50%)				$680,297
Total				**$3,493,142**

Acreage Component

Service Area for Pipe 14	=	188	Ac X 85% = 160 Ac
2/3 X $3,493,142 / 160 Ac	=	$14,555	per Ac Inside City
		$18,193	per Ac Outside City

Flow Component

240,000 gpd / 226 gpd per ERU	=	1062	ERU's
1/3 X $3,493,142 / 1062 ERUs	=	$1,096	per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,096	1,370
1	2.5	2,740	3,425
1-1/2	5	5,480	6,850
2	8	8,768	10,960
3	16	17,536	21,920
4	25	27,400	34,250
6	50	54,800	68,500
8	80	87,680	109,600
10	115	126,040	157,550

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 15 - Frusher South to Reitz

Share of Attachment A Costs	\$16,325,100 X	$\frac{0.183 \text{ MGD}}{4.094 \text{ MGD}}$ =	\$729,725
Share of Pipe 30 (Coventry Pointe) Oversizing	\$2,141,286 X	$\frac{0.183 \text{ MGD}}{2.904 \text{ MGD}}$ =	\$134,936
Share of Pipe 30 (36")	\$609,000 X	$\frac{0.183 \text{ MGD}}{2.904 \text{ MGD}}$ =	\$38,377
Share of Pipe 28 (36")	\$3,170,000 X	$\frac{0.183 \text{ MGD}}{2.764 \text{ MGD}}$ =	\$209,881
Share of Pipe 17 (36")	\$2,329,000 X	$\frac{0.183 \text{ MGD}}{2.024 \text{ MGD}}$ =	\$210,577
Share of Pipe 16 (36")	\$3,136,000 X	$\frac{0.183 \text{ MGD}}{1.896 \text{ MGD}}$ =	\$302,684
100% of Pipe 15 (12")		=	\$595,000
			\$2,221,180
Interest (Present Worth 15-yrs @ 4.50%)			\$537,200
		Total	**\$2,758,380**

Acreage Component

Service Area for Pipe 15 = 144 Ac X 85% = 122 Ac

$\frac{2/3 \times \$2{,}758{,}380}{122 \text{ Ac}}$ = \$15,073 per Ac Inside City

\$18,841 per Ac Outside City

Flow Component

183,000 gpd / 226 gpd per ERU = 810 ERU's

$\frac{1/3 \times \$2{,}758{,}380}{810 \text{ ERUs}}$ = \$1,135 per ERU

Meter Size (")	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	1,135	1,419
1	2.5	2,838	3,547
1-1/2	5	5,675	7,094
2	8	9,080	11,350
3	16	18,160	22,700
4	25	28,375	35,469
6	50	56,750	70,938
8	80	90,800	113,500
10	115	130,525	163,156

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 16 - Reitz from Frusher to West Side of S.R. 25

Share of Attachment A Costs	$16,325,100	X	0.455 MGD / 4.094 MGD	=	$1,814,343
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.455 MGD / 2.904 MGD	=	$335,498
Share of Pipe 30 (36”)	$609,000	X	0.455 MGD / 2.904 MGD	=	$95,418
Share of Pipe 28 (36”)	$3,170,000	X	0.455 MGD / 2.764 MGD	=	$521,834
Share of Pipe 17 (36”)	$2,329,000	X	0.455 MGD / 2.024 MGD	=	$523,565
Share of Pipe 16 (36”)	$3,136,000	X	0.455 MGD / 1.896 MGD	=	$752,574
					$4,043,232
Interest (Present Worth 15-yrs @ 4.50%)					$977,870
Total					**$5,021,102**

Acreage Component

Service Area for Pipe 16	=	357	Ac X 85% = 303 Ac	
2/3 X $5,021,102 / 303 Ac	=	$11,048	per Ac Inside City	
		$13,809	per Ac Outside City	

Flow Component

455,000 gpd / 226 gpd per ERU	=	2013	ERU's
1/3 X $5,021,102 / 2013 ERUs	=	$831	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	831	1,039
1	2.5	2,078	2,597
1-1/2	5	4,155	5,194
2	8	6,648	8,310
3	16	13,296	16,620
4	25	20,775	25,969
6	50	41,550	51,938
8	80	66,480	83,100
10	115	95,565	119,456

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 17 - Reitz West to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.128 MGD / 4.094 MGD	=	$510,409
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.128 MGD / 2.904 MGD	=	$94,382
Share of Pipe 30 (36")	$609,000	X	0.128 MGD / 2.904 MGD	=	$26,843
Share of Pipe 28 (36")	$3,170,000	X	0.128 MGD / 2.764 MGD	=	$146,802
Share of Pipe 17 (36")	$2,329,000	X	0.128 MGD / 2.024 MGD	=	$147,289
					$925,725
Interest (Present Worth 15-yrs @ 4.50%)					$223,890
			Total		**$1,149,615**

Acreage Component

Service Area for Pipe 17 = 255 Ac X 85% = 217 Ac

2/3 X $1,149,615 / 217 Ac = $3,532 per Ac Inside City

$4,415 per Ac Outside City

Flow Component

128,000 gpd / 226 gpd per ERU = 566 ERU's

1/3 X $1,149,615 / 566 ERUs = $677 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	677	846
1	2.5	1,693	2,116
1-1/2	5	3,385	4,231
2	8	5,416	6,770
3	16	10,832	13,540
4	25	16,925	21,156
6	50	33,850	42,313
8	80	54,160	67,700
10	115	77,855	97,319

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 18 - King West to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.052 MGD / 4.094 MGD	=	$207,353
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.052 MGD / 2.904 MGD	=	$38,343
Share of Pipe 30 (36”)	$609,000	X	0.052 MGD / 2.904 MGD	=	$10,905
Share of Pipe 28 (36”)	$3,170,000	X	0.052 MGD / 2.764 MGD	=	$59,638
Share of Pipe 23 (18”)	$827,000	X	0.052 MGD / 0.362 MGD	=	$118,796
Share of Pipe 20 (12”)	$1,016,000	X	0.052 MGD / 0.184 MGD	=	$287,130
Share of P.S. 1 & 6" FM	$529,000	X	0.052 MGD / 0.101 MGD	=	$272,356
100% of Pipe 18 (10”)				=	$490,000
					$1,484,521
Interest (Present Worth 15-yrs @ 4.50%)					$359,037
			Total		**$1,843,558**

Acreage Component

Service Area for Pipe 18 = 103 Ac X 85% = 88 Ac

2/3 X $1,843,558 / 88 Ac = $13,966 per Ac Inside City

$17,458 per Ac Outside City

Flow Component

52,000 gpd / 226 gpd per ERU = 230 ERU's

1/3 X $1,843,558 / 230 ERUs = $2,672 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,672	3,340
1	2.5	6,680	8,350
1-1/2	5	13,360	16,700
2	8	21,376	26,720
3	16	42,752	53,440
4	25	66,800	83,500
6	50	133,600	167,000
8	80	213,760	267,200
10	115	307,280	384,100

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 19 - King: Hull Prairie to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.049 MGD / 4.094 MGD	=	$195,391
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.049 MGD / 2.904 MGD	=	$36,131
Share of Pipe 30 (36")	$609,000	X	0.049 MGD / 2.904 MGD	=	$10,276
Share of Pipe 28 (36")	$3,170,000	X	0.049 MGD / 2.764 MGD	=	$56,198
Share of Pipe 23 (18")	$827,000	X	0.049 MGD / 0.362 MGD	=	$111,942
Share of Pipe 20 (12")	$1,016,000	X	0.049 MGD / 0.184 MGD	=	$270,565
Share of P.S. 1 & 6" FM	$529,000	X	0.049 MGD / 0.101 MGD	=	$256,644
100% of Pipe 19 (10")				=	$837,000
					$1,774,147
Interest (Present Worth 15-yrs @ 4.50%)					$429,084
Total					**$2,203,231**

Acreage Component

Service Area for Pipe 19 = 98 Ac X 85% = 83 Ac

2/3 X $2,203,231 / 83 Ac = $17,697 per Ac Inside City

$22,121 per Ac Outside City

Flow Component

49,000 gpd / 226 gpd per ERU = 217 ERU's

1/3 X $2,203,231 / 217 ERUs = $3,384 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	3,384	4,230
1	2.5	8,460	10,575
1-1/2	5	16,920	21,150
2	8	27,072	33,840
3	16	54,144	67,680
4	25	84,600	105,750
6	50	169,200	211,500
8	80	270,720	338,400
10	115	389,160	486,450

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 20 - Pargillis: King to Ovitt

Share of Attachment A Costs	$16,325,100	X	$\frac{0.084 \text{ MGD}}{4.094 \text{ MGD}}$	=	$334,956
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	$\frac{0.084 \text{ MGD}}{2.904 \text{ MGD}}$	=	$61,938
Share of Pipe 30 (36")	$609,000	X	$\frac{0.084 \text{ MGD}}{2.904 \text{ MGD}}$	=	$17,616
Share of Pipe 28 (36")	$3,170,000	X	$\frac{0.084 \text{ MGD}}{2.764 \text{ MGD}}$	=	$96,339
Share of Pipe 23 (18")	$827,000	X	$\frac{0.084 \text{ MGD}}{0.362 \text{ MGD}}$	=	$191,901
Share of Pipe 20 (12")	$1,016,000	X	$\frac{0.084 \text{ MGD}}{0.184 \text{ MGD}}$	=	$463,826
					$1,166,576
Interest (Present Worth 15-yrs @ 4.50%)					$282,141
			Total		**$1,448,717**

Acreage Component

Service Area for Pipe 20 = 166 Ac X 85% = 141 Ac

$2/3 \times \frac{\$1,448,717}{141 \text{ Ac}}$ = $6,850 per Ac Inside City

$8,562 per Ac Outside City

Flow Component

84,000 gpd / 226 gpd per ERU = 372 ERU's

$1/3 \times \frac{\$1,448,717}{372 \text{ ERUs}}$ = $1,298 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,298	1,623
1	2.5	3,245	4,056
1-1/2	5	6,490	8,113
2	8	10,384	12,980
3	16	20,768	25,960
4	25	32,450	40,563
6	50	64,900	81,125
8	80	103,840	129,800
10	115	149,270	186,588

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 21 - Ovitt West to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.056 MGD / 4.094 MGD	=	$223,304
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.056 MGD / 2.904 MGD	=	$41,292
Share of Pipe 30 (36”)	$609,000	X	0.056 MGD / 2.904 MGD	=	$11,744
Share of Pipe 28 (36”)	$3,170,000	X	0.056 MGD / 2.764 MGD	=	$64,226
Share of Pipe 23 (18”)	$827,000	X	0.056 MGD / 0.362 MGD	=	$127,934
100% of Pipe 21 (8”)				=	$694,000
					$1,162,500
Interest (Present Worth 15-yrs @ 4.50%)					$281,155
			Total		**$1,443,655**

Acreage Component

Service Area for Pipe 21 = 112 Ac X 85% = 95 Ac

2/3 X $1,443,655 / 95 Ac = $10,131 per Ac Inside City

$12,664 per Ac Outside City

Flow Component

56,000 gpd / 226 gpd per ERU = 248 ERU's

1/3 X $1,443,655 / 248 ERUs = $1,940 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,940	2,425
1	2.5	4,850	6,063
1-1/2	5	9,700	12,125
2	8	15,520	19,400
3	16	31,040	38,800
4	25	48,500	60,625
6	50	97,000	121,250
8	80	155,200	194,000
10	115	223,100	278,875

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 22 - Ovitt: Hull Prairie to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.103 MGD / 4.094 MGD	=	$410,719
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.103 MGD / 2.904 MGD	=	$75,948
Share of Pipe 30 (36”)	$609,000	X	0.103 MGD / 2.904 MGD	=	$21,600
Share of Pipe 28 (36”)	$3,170,000	X	0.103 MGD / 2.764 MGD	=	$118,130
Share of Pipe 23 (18”)	$827,000	X	0.103 MGD / 0.362 MGD	=	$235,307
100% of Pipe 22 (10”)				=	$779,000
					$1,640,704
Interest (Present Worth 15-yrs @ 4.50%)					$396,810
Total					**$2,037,514**

Acreage Component

Service Area for Pipe 22	=	205	Ac X 85% = 174 Ac	
2/3 X $2,037,514 / 174 Ac	=	$7,807	per Ac Inside City	
		$9,758	per Ac Outside City	

Flow Component

103,000 gpd / 226 gpd per ERU	=	456	ERU's
1/3 X $2,037,514 / 456 ERUs	=	$1,489	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,489	1,861
1	2.5	3,723	4,653
1-1/2	5	7,445	9,306
2	8	11,912	14,890
3	16	23,824	29,780
4	25	37,225	46,531
6	50	74,450	93,063
8	80	119,120	148,900
10	115	171,235	214,044

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 23 - Pargillis: Ovitt to Reitz

Share of Attachment A Costs	$16,325,100	X	0.020 MGD / 4.094 MGD	=	$79,751
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.020 MGD / 2.904 MGD	=	$14,747
Share of Pipe 30 (36")	$609,000	X	0.020 MGD / 2.904 MGD	=	$4,194
Share of Pipe 28 (36")	$3,170,000	X	0.020 MGD / 2.764 MGD	=	$22,938
Share of Pipe 23 (18")	$827,000	X	0.020 MGD / 0.362 MGD	=	$45,691
					$167,321
Interest (Present Worth 15-yrs @ 4.50%)					$40,467
			Total		**$207,788**

Acreage Component

Service Area for Pipe 23 = 39 Ac X 85% = 33 Ac

$2/3 \times \frac{\$207,788}{33 \text{ Ac}}$ = $4,198 per Ac Inside City

$5,247 per Ac Outside City

Flow Component

20,000 gpd / 226 gpd per ERU = 88 ERU's

$1/3 \times \frac{\$207,788}{88 \text{ ERUs}}$ = $787 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	787	984
1	2.5	1,968	2,459
1-1/2	5	3,935	4,919
2	8	6,296	7,870
3	16	12,592	15,740
4	25	19,675	24,594
6	50	39,350	49,188
8	80	62,960	78,700
10	115	90,505	113,131

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 24 - Hull Prairie: King to Ovitt

Share of Attachment A Costs	$16,325,100	X	0.064 MGD / 4.094 MGD	=	$255,204
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.064 MGD / 2.904 MGD	=	$47,191
Share of Pipe 30 (36")	$609,000	X	0.064 MGD / 2.904 MGD	=	$13,421
Share of Pipe 28 (36")	$3,170,000	X	0.064 MGD / 2.764 MGD	=	$73,401
Share of Pipe 27 (15")	$932,000	X	0.064 MGD / 0.247 MGD	=	$241,490
Share of P.S. 2 & 6" FM	$672,000	X	0.064 MGD / 0.180 MGD	=	$238,933
Share of Pipe 25 (10")	$743,000	X	0.064 MGD / 0.064 MGD	=	$743,000
100% of Pipe 24 (10")				=	$860,000
					$2,472,640
Interest (Present Worth 15-yrs @ 4.50%)					$598,017
			Total		**$3,070,657**

Acreage Component

Service Area for Pipe 24 = 127 Ac X 85% = 108 Ac

2/3 X $3,070,657 / 108 Ac = $18,955 per Ac Inside City

$23,693 per Ac Outside City

Flow Component

64,000 gpd / 226 gpd per ERU = 283 ERU's

1/3 X $3,070,657 / 283 ERUs = $3,616 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	3,616	4,520
1	2.5	9,040	11,300
1-1/2	5	18,080	22,600
2	8	28,928	36,160
3	16	57,856	72,320
4	25	90,400	113,000
6	50	180,800	226,000
8	80	289,280	361,600
10	115	415,840	519,800

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 25 - Hull Prairie: Ovitt to Reitz

Share of Attachment A Costs	$16,325,100	X	0.000 MGD / 4.094 MGD =	$0
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.000 MGD / 2.904 MGD =	$0
Share of Pipe 30 (36”)	$609,000	X	0 MGD / 2.904 MGD =	$0
Share of Pipe 28 (36”)	$3,170,000	X	0 MGD / 2.764 MGD =	$0
Share of Pipe 27 (15”)	$932,000	X	0 MGD / 0.247 MGD =	$0
Share of P.S. 2 & 6" FM	$672,000	X	0 MGD / 0.18 MGD =	$0
Share of Pipe 25 (10")	$743,000	X	0 MGD / 0.064 MGD =	$0
				$0
	Interest (Present Worth 15-yrs @ 4.50%)			$0
			Total	**$0**

Acreage Component

Service Area for Pipe 25 = 0 Ac X 85% = 0 Ac

2/3 X $0 / 0 Ac = 0 per Ac Inside City

$0 per Ac Outside City

Flow Component

0 gpd / 226 gpd per ERU = 0 ERU's

1/3 X $0 / 0 ERUs = $0 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	0	0
1	2.5	0	0
1-1/2	5	0	0
2	8	0	0
3	16	0	0
4	25	0	0
6	50	0	0
8	80	0	0
10	115	0	0

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 26 - Hull Prairie: CSX to Reitz

Share of Attachment A Costs	$16,325,100 X	0.116 MGD / 4.094 MGD =	$462,558
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286 X	0.116 MGD / 2.904 MGD =	$85,533
Share of Pipe 30 (36")	$609,000 X	0.116 MGD / 2.904 MGD =	$24,326
Share of Pipe 28 (36")	$3,170,000 X	0.116 MGD / 2.764 MGD =	$133,039
Share of Pipe 27 (15")	$932,000 X	0.116 MGD / 0.247 MGD =	$437,700
Share of P.S. 2 & 6" FM	$672,000 X	0.116 MGD / 0.180 MGD =	$433,067
100% of Pipe 26 (10")		=	$796,000
			$2,372,223
Interest (Present Worth 15-yrs @ 4.50%)			$573,731
		Total	**$2,945,954**

Acreage Component

Service Area for Pipe 26 = 231 Ac X 85% = 196 Ac

2/3 X $2,945,954 / 196 Ac = $10,020 per Ac Inside City

$12,525 per Ac Outside City

Flow Component

116,000 gpd / 226 gpd per ERU = 513 ERU's

1/3 X $2,945,954 / 513 ERUs = $1,914 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,914	2,393
1	2.5	4,785	5,981
1-1/2	5	9,570	11,963
2	8	15,312	19,140
3	16	30,624	38,280
4	25	47,850	59,813
6	50	95,700	119,625
8	80	153,120	191,400
10	115	220,110	275,138

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 27 - Reitz: Hull Prairie to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.068 MGD / 4.094 MGD =	$271,155
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.068 MGD / 2.904 MGD =	$50,140
Share of Pipe 30 (36")	$609,000	X	0.068 MGD / 2.904 MGD =	$14,260
Share of Pipe 28 (36")	$3,170,000	X	0.068 MGD / 2.764 MGD =	$77,988
Share of Pipe 27 (15")	$932,000	X	0.068 MGD / 0.247 MGD =	$256,583
				$670,126
Interest (Present Worth 15-yrs @ 4.50%)				$162,072
			Total	**$832,198**

Acreage Component

Service Area for Pipe 27	=	134	Ac X 85% = 114 Ac
2/3 X $832,198 / 114 Ac	=	$4,867	per Ac Inside City
		$6,083	per Ac Outside City

Flow Component

68,000 gpd / 226 gpd per ERU	=	301	ERU's
1/3 X $832,198 / 301 ERUs	=	$922	per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	922	1,153
1	2.5	2,305	2,881
1-1/2	5	4,610	5,763
2	8	7,376	9,220
3	16	14,752	18,440
4	25	23,050	28,813
6	50	46,100	57,625
8	80	73,760	92,200
10	115	106,030	132,538

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 28 - Pargillis: Reitz to Five Point

Share of Attachment A Costs	$16,325,100 X	0.132 MGD / 4.094 MGD	=	$526,359
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286 X	0.132 MGD / 2.904 MGD	=	$97,331
Share of Pipe 30 (36”)	$609,000 X	0.132 MGD / 2.904 MGD	=	$27,682
Share of Pipe 28 (36”)	$3,170,000 X	0.132 MGD / 2.764 MGD	=	$151,389
				$802,761
Interest (Present Worth 15-yrs @ 4.50%)				$194,151
		Total		**$996,912**

Acreage Component

Service Area for Pipe 28 = 264 Ac X 85% = 224 Ac

2/3 X $996,912 / 224 Ac = $2,967 per Ac Inside City

$3,709 per Ac Outside City

Flow Component

132,000 gpd / 226 gpd per ERU = 584 ERU's

1/3 X $996,912 / 584 ERUs = $569 per ERU

Meter Size (“)	**ERU**	**Inside City Charge ($)**	**Outside City Charge ($)**
5/8	1	569	711
1	2.5	1,423	1,778
1-1/2	5	2,845	3,556
2	8	4,552	5,690
3	16	9,104	11,380
4	25	14,225	17,781
6	50	28,450	35,563
8	80	45,520	56,900
10	115	65,435	81,794

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 29 - Five Point: CSX to Pargillis

Share of Attachment A Costs	$16,325,100	X	0.035 MGD / 4.094 MGD	=	$139,565
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.035 MGD / 2.890 MGD	=	$25,933
Share of Pipe 30 (36”)	$609,000	X	0.035 MGD / 2.904 MGD	=	$7,340
100% of Pipe 29 (10”)				=	$573,000
					$745,838
Interest (Present Worth 15-yrs @ 4.50%)					$180,384
Total					**$926,222**

Acreage Component

Service Area for Pipe 29 = 83 Ac X 85% = 71 Ac

2/3 X $926,222 / 71 Ac = $8,697 per Ac Inside City

$10,871 per Ac Outside City

Flow Component

35,000 gpd / 226 gpd per ERU = 155 ERU's

1/3 X $926,222 / 155 ERUs = $1,992 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,992	2,490
1	2.5	4,980	6,225
1-1/2	5	9,960	12,450
2	8	15,936	19,920
3	16	31,872	39,840
4	25	49,800	62,250
6	50	99,600	124,500
8	80	159,360	199,200
10	115	229,080	286,350

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 30 - Five Point: Pargillis Rivers Edge

Share of Attachment A Costs	$16,325,100	X	0.033 / 4.094	MGD / MGD	=	$131,590
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.033 / 2.890	MGD / MGD	=	$24,451
Share of Pipe 30 (36")	$609,000	X	0.033 / 2.904	MGD / MGD	=	$6,920
						$162,961
Interest (Present Worth 15-yrs @ 4.50%)						$39,413
			Total			**$202,374**

Acreage Component

Service Area for Pipe 30	=	86	Ac X 85% = 73 Ac
2/3 X $202,374 / 73 Ac	=	$1,848	per Ac Inside City
		$2,310	per Ac Outside City

Flow Component

33,000 gpd / 226 gpd per ERU	=	146	ERU's
1/3 X $202,374 / 146 ERUs	=	$462	per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	462	578
1	2.5	1,155	1,444
1-1/2	5	2,310	2,888
2	8	3,696	4,620
3	16	7,392	9,240
4	25	11,550	14,438
6	50	23,100	28,875
8	80	36,960	46,200
10	115	53,130	66,413

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 30A - North from The Preserve Subdivision West to CSX

Share of Attachment A Costs	$16,325,100	X	$\frac{0.033 \text{ MGD}}{4.094 \text{ MGD}}$	=	$131,590
Share of Pipe 30 (Coventry Pointe) Oversizing	$1,024,556	X	$\frac{0.033 \text{ MGD}}{2.904 \text{ MGD}}$	=	$11,643
Share of Pipe 30 (36”)	$609,000	X	$\frac{0.033 \text{ MGD}}{2.904 \text{ MGD}}$	=	$6,920
100% of Pipe 30A (10" / 8")				=	$428,000
					$578,153
Interest (Present Worth 15-yrs @ 4.50%)					$139,828
			Total		**$717,981**

Acreage Component

Service Area for Pipe 30A = 79 Ac X 85% = 67 Ac

$2/3 \times \frac{\$717,981}{67 \text{ Ac}}$ = $7,144 per Ac Inside City

$8,930 per Ac Outside City

Flow Component

33,000 gpd / 226 gpd per ERU = 146 ERU's

$1/3 \times \frac{\$717,981}{146 \text{ ERUs}}$ = $1,639 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,639	2,049
1	2.5	4,098	5,122
1-1/2	5	8,195	10,244
2	8	13,112	16,390
3	16	26,224	32,780
4	25	40,975	51,219
6	50	81,950	102,438
8	80	131,120	163,900
10	115	188,485	235,606

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 30B - West from The Preserve Subdivision West to CSX

Share of Attachment A Costs	$16,325,100	X	0.040 MGD / 4.094 MGD	=	$159,503
Share of Pipe 30 (Coventry Pointe) Oversizing	$1,024,556	X	0.040 MGD / 2.904 MGD	=	$14,112
Share of Pipe 30 (36”)	$609,000	X	0.04 MGD / 2.904 MGD	=	$8,388
100% of Pipe 30B (10" / 8")				=	$488,000
					$670,003
Interest (Present Worth 15-yrs @ 4.50%)					$162,043
Total					**$832,046**

Acreage Component

Service Area for Pipe 30B = 95 Ac X 85% = 81 Ac

2/3 X $832,046 / 81 Ac = $6,848 per Ac Inside City

$8,560 per Ac Outside City

Flow Component

40,000 gpd / 226 gpd per ERU = 177 ERU's

1/3 X $832,046 / 177 ERUs = $1,567 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,567	1,959
1	2.5	3,918	4,897
1-1/2	5	7,835	9,794
2	8	12,536	15,670
3	16	25,072	31,340
4	25	39,175	48,969
6	50	78,350	97,938
8	80	125,360	156,700
10	115	180,205	225,256

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 31 - Carter: CSX to Reitz

Share of Attachment A Costs	$16,325,100	X	0.018 MGD / 4.094 MGD	=	$71,776
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.018 MGD / 2.904 MGD	=	$13,272
Share of Pipe 30 (36”)	$609,000	X	0.018 MGD / 2.904 MGD	=	$3,775
Share of Pipe 28 (36”)	$3,170,000	X	0.018 MGD / 2.764 MGD	=	$20,644
Share of Pipe 17 (36”)	$2,329,000	X	0.018 MGD / 2.024 MGD	=	$20,712
Share of Pipe 16 (36")	$3,136,000	X	0.018 MGD / 1.896 MGD	=	$29,772
Share of P.S. 4 & 14" FM	$2,010,000	X	0.018 MGD / 0.729 MGD	=	$49,630
Share of Pipe 37 (24")	$1,635,000	X	0.018 MGD / 0.729 MGD	=	$40,370
Share of Pipe 32 (12")	$953,000	X	0.018 MGD / 0.210 MGD	=	$81,686
100% of Pipe 31 (10”)				=	$253,000
					$584,637
	Interest (Present Worth 15-yrs @ 4.50%)				$141,397
			Total		**$726,034**

Acreage Component

Service Area for Pipe 31 = 35 Ac X 85% = 30 Ac

2/3 X $726,034 / 30 Ac = $16,134 per Ac Inside City

$20,168 per Ac Outside City

Flow Component

18,000 gpd / 226 gpd per ERU = 80 ERU's

1/3 X $726,034 / 80 ERUs = $3,025 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	3,025	3,781
1	2.5	7,563	9,453
1-1/2	5	15,125	18,906
2	8	24,200	30,250
3	16	48,400	60,500
4	25	75,625	94,531
6	50	151,250	189,063
8	80	242,000	302,500

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 32 - Reitz: Carter to Dunbridge

Share of Attachment A Costs	$16,325,100	X	0.193 MGD / 4.094 MGD	=	$769,600
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.193 MGD / 2.904 MGD	=	$142,310
Share of Pipe 30 (36")	$609,000	X	0.193 MGD / 2.904 MGD	=	$40,474
Share of Pipe 28 (36")	$3,170,000	X	0.193 MGD / 2.764 MGD	=	$221,349
Share of Pipe 17 (36")	$2,329,000	X	0.193 MGD / 2.024 MGD	=	$222,083
Share of Pipe 16 (36")	$3,136,000	X	0.193 MGD / 1.896 MGD	=	$319,224
Share of P.S. 4 & 14" FM	$2,010,000	X	0.193 MGD / 0.729 MGD	=	$532,140
Share of Pipe 37 (24")	$1,635,000	X	0.193 MGD / 0.729 MGD	=	$432,860
Share of Pipe 32 (12")	$953,000	X	0.193 MGD / 0.210 MGD	=	$875,852
					$3,555,892
Interest (Present Worth 15-yrs @ 4.50%)					$860,005
			Total		**$4,415,897**

Acreage Component

Service Area for Pipe 32 = 383 Ac X 85% = 326 Ac

2/3 X $4,415,897 / 326 Ac = $9,030 per Ac Inside City

$11,288 per Ac Outside City

Flow Component

193,000 gpd / 226 gpd per ERU = 854 ERU's

1/3 X $4,415,897 / 854 ERUs = $1,723 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,723	2,154
1	2.5	4,308	5,384
1-1/2	5	8,615	10,769
2	8	13,784	17,230
3	16	27,568	34,460
4	25	43,075	53,844
6	50	86,150	107,688
8	80	137,840	172,300
10	115	198,145	247,681

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 33 - Dunbridge Southwest to Reitz

Share of Attachment A Costs	$16,325,100	X	$\frac{0.066 \text{ MGD}}{4.094 \text{ MGD}}$	=	$263,179
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	$\frac{0.066 \text{ MGD}}{2.904 \text{ MGD}}$	=	$48,666
Share of Pipe 30 (36”)	$609,000	X	$\frac{0.066 \text{ MGD}}{2.904 \text{ MGD}}$	=	$13,841
Share of Pipe 28 (36”)	$3,170,000	X	$\frac{0.066 \text{ MGD}}{2.764 \text{ MGD}}$	=	$75,695
Share of Pipe 17 (36”)	$2,329,000	X	$\frac{0.066 \text{ MGD}}{2.024 \text{ MGD}}$	=	$75,946
Share of Pipe 16 (36")	$3,136,000	X	$\frac{0.066 \text{ MGD}}{1.896 \text{ MGD}}$	=	$109,165
Share of P.S. 4 & 14" FM	$2,010,000	X	$\frac{0.066 \text{ MGD}}{0.729 \text{ MGD}}$	=	$181,975
Share of Pipe 37 (24")	$1,635,000	X	$\frac{0.066 \text{ MGD}}{0.729 \text{ MGD}}$	=	$148,025
100% of Pipe 33 (10”)				=	$689,000
					$1,605,492
Interest (Present Worth 15-yrs @ 4.50%)					$388,294
Total					**$1,993,786**

Acreage Component

Service Area for Pipe 33	=	130	Ac X 85% = 111 Ac
2/3 X $\frac{\$1,993,786}{111 \text{ Ac}}$	=	$11,975	per Ac Inside City
		$14,968	per Ac Outside City

Flow Component

66,000 gpd / 226 gpd per ERU	=	292	ERU's
1/3 X $\frac{\$1,993,786}{292 \text{ ERUs}}$	=	$2,276	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,276	2,845
1	2.5	5,690	7,113
1-1/2	5	11,380	14,225
2	8	18,208	22,760
3	16	36,416	45,520
4	25	56,900	71,125
6	50	113,800	142,250
8	80	182,080	227,600
10	115	261,740	327,175

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 34 - Dowling: CSX to Dunbridge

Share of Attachment A Costs	$16,325,100	X	0.092 MGD / 4.094 MGD	=	$366,856
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.092 MGD / 2.904 MGD	=	$67,837
Share of Pipe 30 (36”)	$609,000	X	0.092 MGD / 2.904 MGD	=	$19,293
Share of Pipe 28 (36”)	$3,170,000	X	0.092 MGD / 2.764 MGD	=	$105,514
Share of Pipe 17 (36”)	$2,329,000	X	0.092 MGD / 2.024 MGD	=	$105,864
Share of Pipe 16 (36")	$3,136,000	X	0.092 MGD / 1.896 MGD	=	$152,169
Share of P.S. 4 & 14" FM	$2,010,000	X	0.092 MGD / 0.729 MGD	=	$253,663
Share of Pipe 37 (24")	$1,635,000	X	0.092 MGD / 0.729 MGD	=	$206,337
Share of Pipe 36 (15")	$1,572,000	X	0.092 MGD / 0.255 MGD	=	$567,153
100% of Pipe 34 (10”)				=	$665,000
					$2,509,686
Interest (Present Worth 15-yrs @ 4.50%)					$606,977
			Total		**$3,116,663**

Acreage Component

Service Area for Pipe 34 = 182 Ac X 85% = 155 Ac

2/3 X $3,116,663 / 155 Ac = $13,405 per Ac Inside City

$16,756 per Ac Outside City

Flow Component

92,000 gpd / 226 gpd per ERU = 407 ERU's

1/3 X $3,116,663 / 407 ERUs = $2,552 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,552	3,190
1	2.5	6,380	7,975
1-1/2	5	12,760	15,950
2	8	20,416	25,520
3	16	40,832	51,040
4	25	63,800	79,750
6	50	127,600	159,500
8	80	204,160	255,200
10	115	293,480	366,850

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 35 - Dowling East to Dunbridge

Share of Attachment A Costs	$16,325,100	X	0.080 MGD / 4.094 MGD	=	$319,005
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.080 MGD / 2.904 MGD	=	$58,989
Share of Pipe 30 (36”)	$609,000	X	0.080 MGD / 2.904 MGD	=	$16,777
Share of Pipe 28 (36”)	$3,170,000	X	0.080 MGD / 2.764 MGD	=	$91,751
Share of Pipe 17 (36”)	$2,329,000	X	0.080 MGD / 2.024 MGD	=	$92,055
Share of Pipe 16 (36")	$3,136,000	X	0.080 MGD / 1.896 MGD	=	$132,321
Share of P.S. 4 & 14" FM	$2,010,000	X	0.080 MGD / 0.729 MGD	=	$220,576
Share of Pipe 37 (24")	$1,635,000	X	0.080 MGD / 0.729 MGD	=	$179,424
Share of Pipe 36 (15")	$1,572,000	X	0.080 MGD / 0.255 MGD	=	$493,176
100% of Pipe 35 (10”)				=	$616,000
					$2,220,074
Interest (Present Worth 15-yrs @ 3.00%)					$397,545
Total					**$2,617,619**

Acreage Component

Service Area for Pipe 35 = 159 Ac X 85% = 135 Ac

2/3 X $2,617,619 / 135 Ac = $12,927 per Ac Inside City

$16,158 per Ac Outside City

Flow Component

80,000 gpd / 226 gpd per ERU = 354 ERU's

1/3 X $2,617,619 / 354 ERUs = $2,465 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,465	3,081
1	2.5	6,163	7,703
1-1/2	5	12,325	15,406
2	8	19,720	24,650
3	16	39,440	49,300
4	25	61,625	77,031
6	50	123,250	154,063
8	80	197,200	246,500
10	115	283,475	354,344

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 36 - Dunbridge: Dowling to Reitz

Share of Attachment A Costs	$16,325,100	X	0.084 MGD / 4.094 MGD	=	$334,956
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.084 MGD / 2.904 MGD	=	$61,938
Share of Pipe 30 (36”)	$609,000	X	0.084 MGD / 2.904 MGD	=	$17,616
Share of Pipe 28 (36”)	$3,170,000	X	0.084 MGD / 2.764 MGD	=	$96,339
Share of Pipe 17 (36”)	$2,329,000	X	0.084 MGD / 2.024 MGD	=	$96,658
Share of Pipe 16 (36")	$3,136,000	X	0.084 MGD / 1.896 MGD	=	$138,937
Share of P.S. 4 & 14" FM	$2,010,000	X	0.084 MGD / 0.729 MGD	=	$231,605
Share of Pipe 37 (24")	$1,635,000	X	0.084 MGD / 0.729 MGD	=	$188,395
Share of Pipe 36 (15")	$1,572,000	X	0.084 MGD / 0.255 MGD	=	$517,835
					$1,684,279
Interest (Present Worth 15-yrs @ 4.50%)					$407,349
			Total		**$2,091,628**

Acreage Component

Service Area for Pipe 36 = 167 Ac X 85% = 142 Ac

2/3 X $2,091,628 / 142 Ac = $9,820 per Ac Inside City

$12,275 per Ac Outside City

Flow Component

84,000 gpd / 226 gpd per ERU = 372 ERU's

1/3 X $2,091,628 / 372 ERUs = $1,874 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,874	2,343
1	2.5	4,685	5,856
1-1/2	5	9,370	11,713
2	8	14,992	18,740
3	16	29,984	37,480
4	25	46,850	58,563
6	50	93,700	117,125
8	80	149,920	187,400
10	115	215,510	269,388

AREA TRIBUTARY TO P.S. 3 ON RIVERS EDGE DRIVE

Pipe 37 - Reitz: Dunbridge to I-75

Share of Attachment A Costs	$16,325,100	X	0.199 MGD / 4.094 MGD	=	$793,526
Share of Pipe 30 (Coventry Pointe) Oversizing	$2,141,286	X	0.199 MGD / 2.904 MGD	=	$146,734
Share of Pipe 30 (36”)	$609,000	X	0.199 MGD / 2.904 MGD	=	$41,732
Share of Pipe 28 (36”)	$3,170,000	X	0.199 MGD / 2.764 MGD	=	$228,231
Share of Pipe 17 (36”)	$2,329,000	X	0.199 MGD / 2.024 MGD	=	$228,988
Share of Pipe 16 (36")	$3,136,000	X	0.199 MGD / 1.896 MGD	=	$329,148
Share of P.S. 4 & 14" FM	$2,010,000	X	0.199 MGD / 0.729 MGD	=	$548,683
Share of Pipe 37 (24")	$1,635,000	X	0.199 MGD / 0.729 MGD	=	$446,317
					$2,763,359
Interest (Present Worth 15-yrs @ 4.50%)					$668,328
			Total		**$3,431,687**

Acreage Component

Service Area for Pipe 37 = 397 Ac X 85% = 337 Ac

$\frac{2/3 \times \$3{,}431{,}687}{337 \text{ Ac}}$ = $6,789 per Ac Inside City

$8,486 per Ac Outside City

Flow Component

199,000 gpd / 226 gpd per ERU = 881 ERU's

$\frac{1/3 \times \$3{,}431{,}687}{881 \text{ ERUs}}$ = $1,298 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,298	1,623
1	2.5	3,245	4,056
1-1/2	5	6,490	8,113
2	8	10,384	12,980
3	16	20,768	25,960
4	25	32,450	40,563
6	50	64,900	81,125
8	80	103,840	129,800
10	115	149,270	186,588

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 38 - Schroeder: CSX to S.R. 199

Share of Attachment B Costs	$8,262,000	X	$\frac{0.012 \text{ MGD}}{1.166 \text{ MGD}}$	=	$85,029
Share of Pipe 57 (27")	$1,442,000	X	$\frac{0.012 \text{ MGD}}{1.057 \text{ MGD}}$	=	$16,371
Share of Pipe 50 (21")	$1,192,000	X	$\frac{0.012 \text{ MGD}}{0.517 \text{ MGD}}$	=	$27,667
Share of Pipe 45 (18")	$982,000	X	$\frac{0.012 \text{ MGD}}{0.345 \text{ MGD}}$	=	$34,157
Share of Pipe 39 (10")	$847,000	X	$\frac{0.012 \text{ MGD}}{0.068 \text{ MGD}}$	=	$149,471
100% of Pipe 38 (8")				=	$139,000
					$451,695
Interest (Present Worth 15-yrs @ 4.50%)					$109,244
			Total		**$560,939**

Acreage Component

Service Area for Pipe 38 = 23 Ac X 85% = 20 Ac

$\frac{2}{3} \times \frac{\$560{,}939}{20 \text{ Ac}}$ = $18,698 per Ac Inside City

$23,372 per Ac Outside City

Flow Component

12,000 gpd / 226 gpd per ERU = 53 ERU's

$\frac{1}{3} \times \frac{\$560{,}939}{53 \text{ ERUs}}$ = $3,528 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	3,528	4,410
1	2.5	8,820	11,025
1-1/2	5	17,640	22,050
2	8	28,224	35,280
3	16	56,448	70,560
4	25	88,200	110,250
6	50	176,400	220,500

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 39 - S.R. 199: Northwest to Five Point

Share of Attachment B Costs	$8,262,000 X	$\frac{0.056\ \text{MGD}}{1.166\ \text{MGD}}$ =	$396,803
Share of Pipe 57 (27")	$1,442,000 X	$\frac{0.056\ \text{MGD}}{1.057\ \text{MGD}}$ =	$76,397
Share of Pipe 50 (21")	$1,192,000 X	$\frac{0.056\ \text{MGD}}{0.517\ \text{MGD}}$ =	$129,114
Share of Pipe 45 (18")	$982,000 X	$\frac{0.056\ \text{MGD}}{0.345\ \text{MGD}}$ =	$159,397
Share of Pipe 39 (10")	$847,000 X	$\frac{0.056\ \text{MGD}}{0.068\ \text{MGD}}$ =	$697,529
			$1,459,240
Interest (Present Worth 15-yrs @ 4.50%)			$352,922
	Total		**$1,812,162**

Acreage Component

Service Area for Pipe 39 = 112 Ac X 85% = 95 Ac

2/3 X $\frac{\$1,812,162}{95\ \text{Ac}}$ = $12,717 per Ac Inside City

$15,896 per Ac Outside City

Flow Component

56,000 gpd / 226 gpd per ERU = 248 ERU's

1/3 X $\frac{\$1,812,162}{248\ \text{ERUs}}$ = $2,435 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,435	3,044
1	2.5	6,088	7,609
1-1/2	5	12,175	15,219
2	8	19,480	24,350
3	16	38,960	48,700
4	25	60,875	76,094
6	50	121,750	152,188
8	80	194,800	243,500
10	115	280,025	350,031

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 40 - Dunbridge Northeast to Five Point

Share of Attachment B Costs	$8,262,000 X	$\frac{0.047\ \text{MGD}}{1.166\ \text{MGD}}$	=	$333,031
Share of Pipe 57 (27”)	$1,442,000 X	$\frac{0.047\ \text{MGD}}{1.057\ \text{MGD}}$	=	$64,119
Share of Pipe 50 (21”)	$1,192,000 X	$\frac{0.047\ \text{MGD}}{0.517\ \text{MGD}}$	=	$108,364
Share of Pipe 45 (18”)	$982,000 X	$\frac{0.047\ \text{MGD}}{0.345\ \text{MGD}}$	=	$133,780
100% of Pipe 40 (8")			=	$639,000
				$1,278,294
	Interest (Present Worth 15-yrs @ 4.50%)			$309,160
		Total		**$1,587,454**

Acreage Component

Service Area for Pipe 40 = 93 Ac X 85% = 79 Ac

$\frac{2/3 \times \$1,587,454}{79\ \text{Ac}}$ = $13,396 per Ac Inside City

$16,745 per Ac Outside City

Flow Component

47,000 gpd / 226 gpd per ERU = 208 ERU's

$\frac{1/3 \times \$1,587,454}{208\ \text{ERUs}}$ = $2,544 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,544	3,180
1	2.5	6,360	7,950
1-1/2	5	12,720	15,900
2	8	20,352	25,440
3	16	40,704	50,880
4	25	63,600	79,500
6	50	127,200	159,000
8	80	203,520	254,400
10	115	292,560	365,700

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 41 - Five Point: CSX to Thompson

Share of Attachment B Costs	$8,262,000	X	0.032 MGD / 1.166 MGD	=	$226,744
Share of Pipe 57 (27")	$1,442,000	X	0.032 MGD / 1.057 MGD	=	$43,656
Share of Pipe 50 (21")	$1,192,000	X	0.032 MGD / 0.517 MGD	=	$73,779
Share of Pipe 45 (18")	$982,000	X	0.032 MGD / 0.345 MGD	=	$91,084
Share of Pipe 43 (10")	$433,000	X	0.032 MGD / 0.082 MGD	=	$168,976
100% of Pipe 41 (10")				=	$267,000
					$871,239
Interest (Present Worth 15-yrs @ 4.50%)					$210,712
			Total		**$1,081,951**

Acreage Component

Service Area for Pipe 41 = 71 Ac X 85% = 60 Ac

2/3 X $1,081,951 / 60 Ac = $12,022 per Ac Inside City

$15,027 per Ac Outside City

Flow Component

32,000 gpd / 226 gpd per ERU = 142 ERU's

1/3 X $1,081,951 / 142 ERUs = $2,540 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,540	3,175
1	2.5	6,350	7,938
1-1/2	5	12,700	15,875
2	8	20,320	25,400
3	16	40,640	50,800
4	25	63,500	79,375
6	50	127,000	158,750
8	80	203,200	254,000
10	115	292,100	365,125

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 42 - Thompson South to Five Point

Share of Attachment B Costs	$8,262,000 X	$\frac{0.018 \text{ MGD}}{1.166 \text{ MGD}}$	=	$127,544
Share of Pipe 57 (27")	$1,442,000 X	$\frac{0.018 \text{ MGD}}{1.057 \text{ MGD}}$	=	$24,556
Share of Pipe 50 (21")	$1,192,000 X	$\frac{0.018 \text{ MGD}}{0.517 \text{ MGD}}$	=	$41,501
Share of Pipe 45 (18")	$982,000 X	$\frac{0.018 \text{ MGD}}{0.345 \text{ MGD}}$	=	$51,235
Share of Pipe 43 (10")	$433,000 X	$\frac{0.018 \text{ MGD}}{0.082 \text{ MGD}}$	=	$95,049
100% of Pipe 42 (8")			=	$224,000
				$563,885
	Interest (Present Worth 15-yrs @ 4.50%)			$136,378
		Total		**$700,263**

Acreage Component

Service Area for Pipe 42 = 46 Ac X 85% = 39 Ac

$\frac{2/3 \times \$700,263}{39 \text{ Ac}}$ = $11,970 per Ac Inside City

$14,963 per Ac Outside City

Flow Component

18,000 gpd / 226 gpd per ERU = 80 ERU's

$\frac{1/3 \times \$700,263}{80 \text{ ERUs}}$ = $2,917 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,917	3,646
1	2.5	7,293	9,116
1-1/2	5	14,585	18,231
2	8	23,336	29,170
3	16	46,672	58,340
4	25	72,925	91,156
6	50	145,850	182,313
8	80	233,360	291,700

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 43 - Five Point: Thompson to S.R. 199

Share of Attachment B Costs	$8,262,000	X	0.032 MGD / 1.166 MGD	= $226,744
Share of Pipe 57 (27")	$1,442,000	X	0.032 MGD / 1.057 MGD	= $43,656
Share of Pipe 50 (21")	$1,192,000	X	0.032 MGD / 0.517 MGD	= $73,779
Share of Pipe 45 (18")	$982,000	X	0.032 MGD / 0.345 MGD	= $91,084
Share of Pipe 43 (10")	$433,000	X	0.032 MGD / 0.082 MGD	= $168,976
				$604,239
Interest (Present Worth 15-yrs @ 4.50%)				$146,137
			Total	**$750,376**

Acreage Component

Service Area for Pipe 43 = 68 Ac X 85% = 58 Ac

$\frac{2/3 \times \$750,376}{58 \text{ Ac}}$ = $8,625 per Ac Inside City

$10,781 per Ac Outside City

Flow Component

32,000 gpd / 226 gpd per ERU = 142 ERU's

$\frac{1/3 \times \$750,376}{142 \text{ ERUs}}$ = $1,761 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,761	2,201
1	2.5	4,403	5,503
1-1/2	5	8,805	11,006
2	8	14,088	17,610
3	16	28,176	35,220
4	25	44,025	55,031
6	50	88,050	110,063
8	80	140,880	176,100
10	115	202,515	253,144

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 44 - Five Point East to S.R. 199

Share of Attachment B Costs	$8,262,000 X	0.090 MGD / 1.166 MGD	=	$637,719
Share of Pipe 57 (27”)	$1,442,000 X	0.090 MGD / 1.057 MGD	=	$122,781
Share of Pipe 50 (21”)	$1,192,000 X	0.090 MGD / 0.517 MGD	=	$207,505
Share of Pipe 45 (18”)	$982,000 X	0.090 MGD / 0.345 MGD	=	$256,174
100% of Pipe 44 (8")			=	$655,000
				$1,879,179
	Interest (Present Worth 15-yrs @ 4.50%)			$454,486
	Total			**$2,333,665**

Acreage Component

Service Area for Pipe 44 = 197 Ac X 85% = 167 Ac

2/3 X $2,333,665 / 167 Ac = $9,316 per Ac Inside City

$11,645 per Ac Outside City

Flow Component

90,000 gpd / 226 gpd per ERU = 398 ERU's

1/3 X $2,333,665 / 398 ERUs = $1,954 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,954	2,443
1	2.5	4,885	6,106
1-1/2	5	9,770	12,213
2	8	15,632	19,540
3	16	31,264	39,080
4	25	48,850	61,063
6	50	97,700	122,125
8	80	156,320	195,400
10	115	224,710	280,888

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 45 - S.R. 199: Five Point to Bayer

Share of Attachment B Costs	$8,262,000 X	0.060 MGD / 1.166 MGD	=	$425,146
Share of Pipe 57 (27”)	$1,442,000 X	0.060 MGD / 1.057 MGD	=	$81,854
Share of Pipe 50 (21”)	$1,192,000 X	0.060 MGD / 0.517 MGD	=	$138,337
Share of Pipe 45 (18”)	$982,000 X	0.060 MGD / 0.345 MGD	=	$170,783
				$816,120
Interest (Present Worth 15-yrs @ 4.50%)				$197,382
	Total			**$1,013,502**

Acreage Component

Service Area for Pipe 45 = 155 Ac X 85% = 132 Ac

2/3 X $\frac{\$1,013,502}{132 \text{ Ac}}$ = $5,119 per Ac Inside City

$6,398 per Ac Outside City

Flow Component

60,000 gpd / 226 gpd per ERU = 265 ERU's

1/3 X $\frac{\$1,013,502}{265 \text{ ERUs}}$ = $1,275 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,275	1,594
1	2.5	3,188	3,984
1-1/2	5	6,375	7,969
2	8	10,200	12,750
3	16	20,400	25,500
4	25	31,875	39,844
6	50	63,750	79,688
8	80	102,000	127,500
10	115	146,625	183,281

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 46 - Thompson North to Bayer

Share of Attachment B Costs	$8,262,000	X	0.025 MGD / 1.166 MGD	=	$177,144
Share of Pipe 57 (27”)	$1,442,000	X	0.025 MGD / 1.057 MGD	=	$34,106
Share of Pipe 50 (21”)	$1,192,000	X	0.025 MGD / 0.517 MGD	=	$57,640
Share of Pipe 49 (12”)	$839,000	X	0.025 MGD / 0.139 MGD	=	$150,899
100% of Pipe 46 (8")				=	$224,000
					$643,789
Interest (Present Worth 15-yrs @ 4.50%)					$155,703
			Total		**$799,492**

Acreage Component

Service Area for Pipe 46 = 64 Ac X 85% = 54 Ac

2/3 X $799,492 / 54 Ac = $9,870 per Ac Inside City

$12,338 per Ac Outside City

Flow Component

25,000 gpd / 226 gpd per ERU = 111 ERU's

1/3 X $799,492 / 111 ERUs = $2,401 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,401	3,001
1	2.5	6,003	7,503
1-1/2	5	12,005	15,006
2	8	19,208	24,010
3	16	38,416	48,020
4	25	60,025	75,031
6	50	120,050	150,063
8	80	192,080	240,100

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 47 - Bayer: CSX to Thompson

Share of Attachment B Costs	$8,262,000 X	0.041 MGD / 1.166 MGD	=	$290,516
Share of Pipe 57 (27")	$1,442,000 X	0.041 MGD / 1.057 MGD	=	$55,934
Share of Pipe 50 (21")	$1,192,000 X	0.041 MGD / 0.517 MGD	=	$94,530
Share of Pipe 49 (12")	$839,000 X	0.041 MGD / 0.139 MGD	=	$247,475
100% of Pipe 47 (10")			=	$453,000
				$1,141,455
	Interest (Present Worth 15-yrs @ 4.50%)			$276,065
		Total		**$1,417,520**

Acreage Component

Service Area for Pipe 47 = 106 Ac X 85% = 90 Ac

2/3 X $1,417,520 / 90 Ac = $10,500 per Ac Inside City

$13,125 per Ac Outside City

Flow Component

41,000 gpd / 226 gpd per ERU = 181 ERU's

1/3 X $1,417,520 / 181 ERUs = $2,610 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,610	3,263
1	2.5	6,525	8,156
1-1/2	5	13,050	16,313
2	8	20,880	26,100
3	16	41,760	52,200
4	25	65,250	81,563
6	50	130,500	163,125
8	80	208,800	261,000
10	115	300,150	375,188

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 48 - Thompson South to Bayer

Share of Attachment B Costs	$8,262,000	X	0.025 MGD / 1.166 MGD	=	$177,144
Share of Pipe 57 (27”)	$1,442,000	X	0.025 MGD / 1.057 MGD	=	$34,106
Share of Pipe 50 (21”)	$1,192,000	X	0.025 MGD / 0.517 MGD	=	$57,640
Share of Pipe 49 (12”)	$839,000	X	0.025 MGD / 0.139 MGD	=	$150,899
100% of Pipe 48 (8")				=	$210,000
					$629,789
Interest (Present Worth 15-yrs @ 4.50%)					$152,317
			Total		**$782,106**

Acreage Component

Service Area for Pipe 48 = 63 Ac X 85% = 54 Ac

2/3 X $782,106 / 54 Ac = $9,656 per Ac Inside City

$12,070 per Ac Outside City

Flow Component

25,000 gpd / 226 gpd per ERU = 111 ERU's

1/3 X $782,106 / 111 ERUs = $2,348 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,348	2,935
1	2.5	5,870	7,338
1-1/2	5	11,740	14,675
2	8	18,784	23,480
3	16	37,568	46,960
4	25	58,700	73,375
6	50	117,400	146,750
8	80	187,840	234,800
10	115	270,020	337,525

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 49 - Bayer: Thompson to S.R. 199

Share of Attachment B Costs	$8,262,000	X	0.049 MGD / 1.166 MGD =	$347,202
Share of Pipe 57 (27")	$1,442,000	X	0.049 MGD / 1.057 MGD =	$66,848
Share of Pipe 50 (21")	$1,192,000	X	0.049 MGD / 0.517 MGD =	$112,975
Share of Pipe 49 (12")	$839,000	X	0.049 MGD / 0.139 MGD =	$295,763
				$822,788
Interest (Present Worth 15-yrs @ 4.50%)				$198,994
			Total	**$1,021,782**

Acreage Component

Service Area for Pipe 49 = 127 Ac X 85% = 108 Ac

2/3 X $1,021,782 / 108 Ac = $6,307 per Ac Inside City

$7,884 per Ac Outside City

Flow Component

49,000 gpd / 226 gpd per ERU = 217 ERU's

1/3 X $1,021,782 / 217 ERUs = $1,569 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,569	1,961
1	2.5	3,923	4,903
1-1/2	5	7,845	9,806
2	8	12,552	15,690
3	16	25,104	31,380
4	25	39,225	49,031
6	50	78,450	98,063
8	80	125,520	156,900
10	115	180,435	225,544

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 50 - S.R. 199 - Bayer to Roachton

Share of Attachment B Costs	$8,262,000 X	0.033 MGD / 1.166 MGD	=	$233,830
Share of Pipe 57 (27”)	$1,442,000 X	0.033 MGD / 1.057 MGD	=	$45,020
Share of Pipe 50 (21”)	$1,192,000 X	0.033 MGD / 0.517 MGD	=	$76,085
				$354,935
	Interest (Present Worth 15-yrs @ 4.50%)			$85,842
		Total		**$440,777**

Acreage Component

Service Area for Pipe 50 = 85 Ac X 85% = 72 Ac

2/3 X $440,777 / 72 Ac = $4,081 per Ac Inside City

$5,102 per Ac Outside City

Flow Component

33,000 gpd / 226 gpd per ERU = 146 ERU's

1/3 X $440,777 / 146 ERUs = $1,006 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,006	1,258
1	2.5	2,515	3,144
1-1/2	5	5,030	6,288
2	8	8,048	10,060
3	16	16,096	20,120
4	25	25,150	31,438
6	50	50,300	62,875
8	80	80,480	100,600
10	115	115,690	144,613

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 51 - Five Point West to Scheider

Share of Attachment B Costs	$8,262,000 X	0.106 MGD / 1.166 MGD	=	$751,091
Share of Pipe 57 (27”)	$1,442,000 X	0.106 MGD / 1.057 MGD	=	$144,609
Share of Pipe 55 (18”)	$1,140,000 X	0.106 MGD / 0.439 MGD	=	$275,262
Share of Pipe 53 (15”)	$1,492,000 X	0.106 MGD / 0.286 MGD	=	$552,979
100% of Pipe 51 (10")			=	$533,000
				$2,256,941
	Interest (Present Worth 15-yrs @ 4.50%)			$545,849
		Total		**$2,802,790**

Acreage Component

Service Area for Pipe 51	=	210	Ac X 85% = 179 Ac
2/3 X $2,802,790 / 179 Ac	=	$10,439	per Ac Inside City
		$13,048	per Ac Outside City

Flow Component

106,000 gpd / 226 gpd per ERU	=	469	ERU's
1/3 X $2,802,790 / 469 ERUs	=	$1,992	per ERU

Meter Size (“)	**ERU**	**Inside City Charge ($)**	**Outside City Charge ($)**
5/8	1	1,992	2,490
1	2.5	4,980	6,225
1-1/2	5	9,960	12,450
2	8	15,936	19,920
3	16	31,872	39,840
4	25	49,800	62,250
6	50	99,600	124,500
8	80	159,360	199,200
10	115	229,080	286,350

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 52 - Five Point East to Scheider

Share of Attachment B Costs	$8,262,000 X	0.049 MGD / 1.166 MGD =	$347,202
Share of Pipe 57 (27”)	$1,442,000 X	0.049 MGD / 1.057 MGD =	$66,848
Share of Pipe 55 (18”)	$1,140,000 X	0.049 MGD / 0.439 MGD =	$127,244
Share of Pipe 53 (15”)	$1,492,000 X	0.049 MGD / 0.286 MGD =	$255,622
100% of Pipe 52 (8")		=	$267,000
			$1,063,916
Interest (Present Worth 15-yrs @ 4.50%)			$257,312
		Total	**$1,321,228**

Acreage Component

Service Area for Pipe 52 = 98 Ac X 85% = 83 Ac

2/3 X $1,321,228 / 83 Ac = $10,612 per Ac Inside City

$13,265 per Ac Outside City

Flow Component

49,000 gpd / 226 gpd per ERU = 217 ERU's

1/3 X $1,321,228 / 217 ERUs = $2,029 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,029	2,536
1	2.5	5,073	6,341
1-1/2	5	10,145	12,681
2	8	16,232	20,290
3	16	32,464	40,580
4	25	50,725	63,406
6	50	101,450	126,813
8	80	162,320	202,900
10	115	233,335	291,669

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 53 - Scheider: Five Point to Roachton

Share of Attachment B Costs	$8,262,000	X	$\frac{0.132 \text{ MGD}}{1.166 \text{ MGD}}$ =	$935,321
Share of Pipe 57 (27")	$1,442,000	X	$\frac{0.132 \text{ MGD}}{1.057 \text{ MGD}}$ =	$180,079
Share of Pipe 55 (18")	$1,140,000	X	$\frac{0.132 \text{ MGD}}{0.439 \text{ MGD}}$ =	$342,779
Share of Pipe 53 (15")	$1,492,000	X	$\frac{0.132 \text{ MGD}}{0.286 \text{ MGD}}$ =	$688,615
				$2,146,794
Interest (Present Worth 15-yrs @ 4.50%)				$519,210
			Total	**$2,666,004**

Acreage Component

Service Area for Pipe 53 = 262 Ac X 85% = 223 Ac

$2/3 \times \frac{\$2{,}666{,}004}{223 \text{ Ac}}$ = $7,970 per Ac Inside City

$9,963 per Ac Outside City

Flow Component

132,000 gpd / 226 gpd per ERU = 584 ERU's

$1/3 \times \frac{\$2{,}666{,}004}{584 \text{ ERUs}}$ = $1,522 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,522	1,903
1	2.5	3,805	4,756
1-1/2	5	7,610	9,513
2	8	12,176	15,220
3	16	24,352	30,440
4	25	38,050	47,563
6	50	76,100	95,125
8	80	121,760	152,200
10	115	175,030	218,788

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 54 - Scheider South to Roachton

Share of Attachment B Costs	$8,262,000 X	0.070 MGD / 1.166 MGD	=	$496,003
Share of Pipe 57 (27”)	$1,442,000 X	0.070 MGD / 1.057 MGD	=	$95,497
Share of Pipe 55 (18”)	$1,140,000 X	0.070 MGD / 0.439 MGD	=	$181,777
100% of Pipe 54 (8")			=	$537,000
				$1,310,277
	Interest (Present Worth 15-yrs @ 4.50%)			$316,895
		Total		**$1,627,172**

Acreage Component

Service Area for Pipe 54 = 139 Ac X 85% = 118 Ac

$2/3 \times \frac{\$1{,}627{,}172}{118 \text{ Ac}}$ = $9,193 per Ac Inside City

$11,491 per Ac Outside City

Flow Component

70,000 gpd / 226 gpd per ERU = 310 ERU's

$1/3 \times \frac{\$1{,}627{,}172}{310 \text{ ERUs}}$ = $1,749 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,749	2,186
1	2.5	4,373	5,466
1-1/2	5	8,745	10,931
2	8	13,992	17,490
3	16	27,984	34,980
4	25	43,725	54,656
6	50	87,450	109,313
8	80	139,920	174,900
10	115	201,135	251,419

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 55 - Roachton: Scheider to S.R. 199

Share of Attachment B Costs	$8,262,000 X	$\frac{0.084 \text{ MGD}}{1.166 \text{ MGD}}$ =	$595,204
Share of Pipe 57 (27”)	$1,442,000 X	$\frac{0.084 \text{ MGD}}{1.057 \text{ MGD}}$ =	$114,596
Share of Pipe 55 (18”)	$1,140,000 X	$\frac{0.084 \text{ MGD}}{0.439 \text{ MGD}}$ =	$218,132
			$927,932
	Interest (Present Worth 15-yrs @ 4.50%)		$224,424
		Total	**$1,152,356**

Acreage Component

Service Area for Pipe 55 = 166 Ac X 85% = 141 Ac

2/3 X $\frac{\$1,152,356}{141 \text{ Ac}}$ = $5,448 per Ac Inside City

$6,811 per Ac Outside City

Flow Component

84,000 gpd / 226 gpd per ERU = 372 ERU's

1/3 X $\frac{\$1,152,356}{372 \text{ ERUs}}$ = $1,032 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,032	1,290
1	2.5	2,580	3,225
1-1/2	5	5,160	6,450
2	8	8,256	10,320
3	16	16,512	20,640
4	25	25,800	32,250
6	50	51,600	64,500
8	80	82,560	103,200
10	115	118,680	148,350

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 56 - Roachton West to S.R. 199

Share of Attachment B Costs	$8,262,000 X	0.075 MGD / 1.166 MGD =	$531,432
Share of Pipe 57 (27”)	$1,442,000 X	0.075 MGD / 1.057 MGD =	$102,318
100% of Pipe 56 (8")		=	$662,000
			$1,295,750
	Interest (Present Worth 15-yrs @ 4.50%)		$313,382
		Total	**$1,609,132**

Acreage Component

Service Area for Pipe 56 = 193 Ac X 85% = 164 Ac

2/3 X $1,609,132 / 164 Ac = $6,541 per Ac Inside City

$8,176 per Ac Outside City

Flow Component

75,000 gpd / 226 gpd per ERU = 332 ERU's

1/3 X $1,609,132 / 332 ERUs = $1,615 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,615	2,019
1	2.5	4,038	5,047
1-1/2	5	8,075	10,094
2	8	12,920	16,150
3	16	25,840	32,300
4	25	40,375	50,469
6	50	80,750	100,938
8	80	129,200	161,500
10	115	185,725	232,156

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 57 - S.R. 199: Roachton to Neiderhouse

Share of Attachment B Costs	$8,262,000 X	$\frac{0.029 \text{ MGD}}{1.166 \text{ MGD}}$ =	$205,487
Share of Pipe 57 (27")	$1,442,000 X	$\frac{0.029 \text{ MGD}}{1.057 \text{ MGD}}$ =	$39,563
			$245,050
	Interest (Present Worth 15-yrs @ 4.50%)		$59,266
		Total	**$304,316**

Acreage Component

Service Area for Pipe 57	=	60	Ac X 85% = 51 Ac
2/3 X $\frac{\$304,316}{51 \text{ Ac}}$	=	$3,978	per Ac Inside City
		$4,972	per Ac Outside City

Flow Component

29,000 gpd / 226 gpd per ERU	=	128	ERU's
1/3 X $\frac{\$304,316}{128 \text{ ERUs}}$	=	$792	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	792	990
1	2.5	1,980	2,475
1-1/2	5	3,960	4,950
2	8	6,336	7,920
3	16	12,672	15,840
4	25	19,800	24,750
6	50	39,600	49,500
8	80	63,360	79,200
10	115	91,080	113,850

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 58 - S.R. 199 Southeast to Neiderhouse

Share of Attachment B Costs	$8,262,000	X	0.012 MGD / 1.166 MGD	=	$85,029
100% of Pipe 58 (8")				=	$285,000
					$370,029
Interest (Present Worth 15-yrs @ 4.50%)					$89,493
			Total		**$459,522**

Acreage Component

Service Area for Pipe 58	=	30	Ac X 85% = 26 Ac
2/3 X $459,522 / 26 Ac	=	$11,783	per Ac Inside City
		$14,728	per Ac Outside City

Flow Component

12,000 gpd / 226 gpd per ERU	=	53	ERU's
1/3 X $459,522 / 53 ERUs	=	$2,890	per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,890	3,613
1	2.5	7,225	9,031
1-1/2	5	14,450	18,063
2	8	23,120	28,900
3	16	46,240	57,800
4	25	72,250	90,313
6	50	144,500	180,625

AREA TRIBUTARY TO P.S. 6 ON S.R. 199

Pipe 59 - Neiderhouse West to S.R. 199

Share of Attachment B Costs	$8,262,000 X $\frac{0.097 \text{ MGD}}{1.166 \text{ MGD}}$	=	$687,319
100% of Pipe 59 (10”)		=	$1,087,000
			$1,774,319
	Interest (Present Worth 15-yrs @ 4.50%)		$429,125
	Total		**$2,203,444**

Acreage Component

Service Area for Pipe 59	=	252	Ac X 85% = 214 Ac
2/3 X $\frac{\$2,203,444}{214 \text{ Ac}}$	=	$6,864	per Ac Inside City
		$8,580	per Ac Outside City

Flow Component

97,000 gpd / 226 gpd per ERU	=	429	ERU's
1/3 X $\frac{\$2,203,444}{429 \text{ ERUs}}$	=	$1,712	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,712	2,140
1	2.5	4,280	5,350
1-1/2	5	8,560	10,700
2	8	13,696	17,120
3	16	27,392	34,240
4	25	42,800	53,500
6	50	85,600	107,000
8	80	136,960	171,200
10	115	196,880	246,100

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 60 - Thompson North to Roachton

Share of Attachment C Costs	$3,694,100	X	$\frac{0.018 \text{ MGD}}{2.350 \text{ MGD}}$	=	$28,295
Share of Pipe 65 (18")	$669,000	X	$\frac{0.018 \text{ MGD}}{0.314 \text{ MGD}}$	=	$38,350
Share of Pipe 63 (15")	$621,000	X	$\frac{0.018 \text{ MGD}}{0.176 \text{ MGD}}$	=	$63,511
100% of Pipe 60 (10")				=	$230,000
					$360,156
Interest (Present Worth 15-yrs @ 4.50%)					$87,105
Total					**$447,261**

Acreage Component

Service Area for Pipe 60 = 46 Ac X 85% = 39 Ac

$\frac{2}{3} \times \frac{\$447{,}261}{39 \text{ Ac}}$ = $7,645 per Ac Inside City

$9,557 per Ac Outside City

Flow Component

18,000 gpd / 226 gpd per ERU = 80 ERU's

$\frac{1}{3} \times \frac{\$447{,}261}{80 \text{ ERUs}}$ = $1,863 per ERU

Meter Size (")	**ERU**	**Inside City Charge ($)**	**Outside City Charge ($)**
5/8	1	1,863	2,329
1	2.5	4,658	5,822
1-1/2	5	9,315	11,644
2	8	14,904	18,630
3	16	29,808	37,260
4	25	46,575	58,219
6	50	93,150	116,438
8	80	149,040	186,300

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 61 - Roachton East to Thompson

Share of Attachment C Costs	$3,694,100 X	0.012 MGD / 2.350 MGD	=	$18,863
Share of Pipe 65 (18”)	$669,000 X	0.012 MGD / 0.314 MGD	=	$25,567
Share of Pipe 63 (15”)	$621,000 X	0.012 MGD / 0.176 MGD	=	$42,341
100% of Pipe 61 (10")			=	$230,000
				$316,771
Interest (Present Worth 15-yrs @ 4.50%)				$76,612
Total				**$393,383**

Acreage Component

Service Area for Pipe 61 = 29 Ac X 85% = 25 Ac

2/3 X $393,383 / 25 Ac = $10,490 per Ac Inside City

$13,113 per Ac Outside City

Flow Component

12,000 gpd / 226 gpd per ERU = 53 ERU's

1/3 X $393,383 / 53 ERUs = $2,474 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	2,474	3,093
1	2.5	6,185	7,731
1-1/2	5	12,370	15,463
2	8	19,792	24,740
3	16	39,584	49,480
4	25	61,850	77,313
6	50	123,700	154,625

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 62 - Roachton: CSX to Thompson

Share of Attachment C Costs	$3,694,100 X	0.104 MGD / 2.350 MGD	=	$163,484
Share of Pipe 65 (18")	$669,000 X	0.104 MGD / 0.314 MGD	=	$221,580
Share of Pipe 63 (15")	$621,000 X	0.104 MGD / 0.176 MGD	=	$366,955
100% of P.S. 5 & 6" FM			=	$604,000
100% of Pipe 62 (10")			=	$731,000
				$2,087,019
	Interest (Present Worth 15-yrs @ 4.50%)			$504,753
		Total		**$2,591,772**

Acreage Component

Service Area for Pipe 62 = 268 Ac X 85% = 228 Ac

2/3 X $2,591,772 / 228 Ac = $7,578 per Ac Inside City

$9,473 per Ac Outside City

Flow Component

104,000 gpd / 226 gpd per ERU = 460 ERU's

1/3 X $2,591,772 / 460 ERUs = $1,878 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,878	2,348
1	2.5	4,695	5,869
1-1/2	5	9,390	11,738
2	8	15,024	18,780
3	16	30,048	37,560
4	25	46,950	58,688
6	50	93,900	117,375
8	80	150,240	187,800
10	115	215,970	269,963

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 63 - Thompson: Roachton to Neiderhouse

Share of Attachment C Costs	$3,694,100 X	$\frac{0.043 \text{ MGD}}{2.350 \text{ MGD}}$ =	$67,594
Share of Pipe 65 (18")	$669,000 X	$\frac{0.043 \text{ MGD}}{0.314 \text{ MGD}}$ =	$91,615
Share of Pipe 63 (15")	$621,000 X	$\frac{0.043 \text{ MGD}}{0.176 \text{ MGD}}$ =	$151,722
			$310,931
Interest (Present Worth 15-yrs @ 4.50%)			$75,200
		Total	**$386,131**

Acreage Component

Service Area for Pipe 63 = 112 Ac X 85% = 95 Ac

2/3 X $\frac{\$386,131}{95 \text{ Ac}}$ = $2,710 per Ac Inside City

$3,387 per Ac Outside City

Flow Component

43,000 gpd / 226 gpd per ERU = 190 ERU's

1/3 X $\frac{\$386,131}{190 \text{ ERUs}}$ = $677 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	677	846
1	2.5	1,693	2,116
1-1/2	5	3,385	4,231
2	8	5,416	6,770
3	16	10,832	13,540
4	25	16,925	21,156
6	50	33,850	42,313
8	80	54,160	67,700
10	115	77,855	97,319

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 64 - Neiderhouse East to Thompson

Share of Attachment C Costs	$3,694,100 X	0.015 MGD / 2.350 MGD	=	$23,579
Share of Pipe 65 (18")	$669,000 X	0.015 MGD / 0.314 MGD	=	$31,959
100% of Pipe 64 (10")			=	$242,000
				$297,538
Interest (Present Worth 15-yrs @ 4.50%)				$71,961
	Total			**$369,499**

Acreage Component

Service Area for Pipe 64 = 37 Ac X 85% = 31 Ac

2/3 X $369,499 / 31 Ac = $7,946 per Ac Inside City

$9,933 per Ac Outside City

Flow Component

15,000 gpd / 226 gpd per ERU = 66 ERU's

1/3 X $369,499 / 66 ERUs = $1,866 per ERU

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,866	2,333
1	2.5	4,665	5,831
1-1/2	5	9,330	11,663
2	8	14,928	18,660
3	16	29,856	37,320
4	25	46,650	58,313
6	50	93,300	116,625

AREA TRIBUTARY TO EX. 18" SANITARY SEWER AT THOMPSON & ECKEL JUNCTION

Pipe 65 - Thompson: Neiderhouse to Eckel Junction

Share of Attachment C Costs	\$3,694,100 X	0.125 MGD / 2.350 MGD	=	\$196,495
Share of Pipe 65 (18")	\$669,000 X	0.125 MGD / 0.314 MGD	=	\$266,322
				\$462,817
	Interest (Present Worth 15-yrs @ 4.50%)			\$111,934
	Total			**\$574,751**

Acreage Component

Service Area for Pipe 65 = 325 Ac X 85% = 276 Ac

2/3 X \$574,751 / 276 Ac = \$1,388 per Ac Inside City

\$1,735 per Ac Outside City

Flow Component

125,000 gpd / 226 gpd per ERU = 553 ERU's

1/3 X \$574,751 / 553 ERUs = \$346 per ERU

Meter Size (")	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	346	433
1	2.5	865	1,081
1-1/2	5	1,730	2,163
2	8	2,768	3,460
3	16	5,536	6,920
4	25	8,650	10,813
6	50	17,300	21,625
8	80	27,680	34,600
10	115	39,790	49,738

AREA TRIBUTARY TO SANITARY SEWER ON SIMMONS ROAD NORTH OF U.S. ROUTE 20

Pipe 66 - Simmons Road North of U.S. Route 20

Share of Attachment C Costs	$3,694,100	X	0.201 MGD / 2.350 MGD =	$315,963
				$315,963
Interest (Present Worth 15-yrs @ 4.50%)				$76,417
			Total	**$392,380**

Acreage Component

Service Area for Pipe 66	=	83	Ac X 85% = 71 Ac	
2/3 X $392,380 / 71 Ac	=	$3,684	per Ac Inside City	
		$4,605	per Ac Outside City	

Flow Component

201,000 gpd / 226 gpd per ERU	=	889	ERU's
1/3 X $392,380 / 889 ERUs	=	$147	per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	147	184
1	2.5	368	459
1-1/2	5	735	919
2	8	1,176	1,470
3	16	2,352	2,940
4	25	3,675	4,594
6	50	7,350	9,188
8	80	11,760	14,700
10	115	16,905	21,131

AREA TRIBUTARY TO CANTERBURY 10" SANITARY SEWER

Pipe 67 - Hull Prairie: Canterbury Subd (Pipe 68B) South

Share of Hawthorne Oversizing	\$303,640	X	0.019 MGD / 0.115 MGD	=	\$50,167
Share of Pipe 68A (Canterbury) Oversizing	\$89,520	X	0.019 MGD / 0.115 MGD	=	\$14,790
100% of Pipe 67 (10")				=	\$379,000
					\$443,957
Interest (Present Worth 15-yrs @ 4.50%)					\$107,373
Total					**\$551,330**

Acreage Component

Service Area for Pipe 67 = 47 Ac X 85% = 40 Ac

2/3 X \$551,330 / 40 Ac = \$9,189 per Ac Inside City

\$11,486 per Ac Outside City

Flow Component

19,000 gpd / 226 gpd per ERU = 84 ERU's

1/3 X \$551,330 / 84 ERUs = \$2,188 per ERU

Meter Size (“)	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	2,188	2,735
1	2.5	5,470	6,838
1-1/2	5	10,940	13,675
2	8	17,504	21,880
3	16	35,008	43,760
4	25	54,700	68,375
6	50	109,400	136,750
8	80	175,040	218,800

AREA TRIBUTARY TO HAWTHORNE 15" SANITARY SEWER ON ROACHTON

Pipe 68A - Roachton to within Canterbury Subdivision

Share of Hawthorne Oversizing	$303,640	X	0.046 MGD / 0.115 MGD =	$121,456
Share of Pipe 68A (Canterbury) Oversizing	$89,520	X	0.046 MGD / 0.115 MGD =	$35,808
				$157,264
Interest (Present Worth 15-yrs @ 4.50%)				$38,035
			Total	**$195,299**

Acreage Component

Service Area for Pipe 68A = 119 Ac X 85% = 101 Ac

2/3 X $195,299 / 101 Ac = $1,289 per Ac Inside City

$1,611 per Ac Outside City

Flow Component

46,000 gpd / 226 gpd per ERU = 204 ERU's

1/3 X $195,299 / 204 ERUs = $319 per ERU

Meter Size (“)	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	319	399
1	2.5	798	997
1-1/2	5	1,595	1,994
2	8	2,552	3,190
3	16	5,104	6,380
4	25	7,975	9,969
6	50	15,950	19,938
8	80	25,520	31,900
10	115	36,685	45,856

AREA TRIBUTARY TO HAWTHORNE 12" SANITARY SEWER ON ROACHTON

Pipe 68B - Roachton within Canterbury Subdivision to Hull Prairie

Share of Hawthorne Oversizing	\$303,640	X	$\frac{0.039 \text{ MGD}}{0.115 \text{ MGD}}$ =	\$102,974
Share of Pipe 68A (Canterbury) Oversizing	\$89,520	X	$\frac{0.039 \text{ MGD}}{0.115 \text{ MGD}}$ =	\$30,359
				\$133,333
Interest (Present Worth 15-yrs @ 4.50%)				\$32,247
			Total	**\$165,580**

Acreage Component

Service Area for Pipe 68B = 100 Ac X 85% = 85 Ac

2/3 X $\frac{\$165{,}580}{85 \text{ Ac}}$ = \$1,299 per Ac Inside City

\$1,623 per Ac Outside City

Flow Component

39,000 gpd / 226 gpd per ERU = 173 ERU's

1/3 X $\frac{\$165{,}580}{173 \text{ ERUs}}$ = \$319 per ERU

Meter Size (")	ERU	Inside City Charge (\$)	Outside City Charge (\$)
5/8	1	319	399
1	2.5	798	997
1-1/2	5	1,595	1,994
2	8	2,552	3,190
3	16	5,104	6,380
4	25	7,975	9,969
6	50	15,950	19,938
8	80	25,520	31,900
10	115	36,685	45,856

AREA TRIBUTARY TO HAWTHORNE 8" SANITARY SEWER ON ROACHTON

Pipe 68C - Roachton West to Canterbury 8" Sanitary Sewer (Pipe 68A)

Share of Hawthorne Oversizing	$303,640 X	$\frac{0.013 \text{ MGD}}{0.115 \text{ MGD}}$	=	$34,325
Share of Pipe 68A (Canterbury) Oversizing	$89,520 X	$\frac{0.013 \text{ MGD}}{0.115 \text{ MGD}}$	=	$10,120
100% of Pipe 68C (8")			=	$153,000
				$197,445
Interest (Present Worth 15-yrs @ 4.50%)				$47,753
		Total		**$245,198**

Acreage Component

Service Area for Pipe 68C = 32 Ac X 85% = 27 Ac

$$\frac{2}{3} \times \frac{\$245{,}198}{27 \text{ Ac}} = \$6{,}054 \text{ per Ac Inside City}$$

$7,568 per Ac Outside City

Flow Component

13,000 gpd / 226 gpd per ERU = 58 ERU's

$$\frac{1}{3} \times \frac{\$245{,}198}{58 \text{ ERUs}} = \$1{,}409 \text{ per ERU}$$

Meter Size (")	ERU	Inside City Charge ($)	Outside City Charge ($)
5/8	1	1,409	1,761
1	2.5	3,523	4,403
1-1/2	5	7,045	8,806
2	8	11,272	14,090
3	16	22,544	28,180
4	25	35,225	44,031
6	50	70,450	88,063

ATTACHMENT A

Costs to be Shared by all Pipes in Area Tributary to Pump Station 3 on Rivers Edge Drive

1	Share of 36" Force Main	$4,651,100
2	Two 24" Force Mains	$2,367,200
3	P.S. 3	$5,720,500
4	City Contribution to Gruber	$2,459,200
5	City Contribution to Rivers Edge Drive 48" Sanitary Sewer Oversize	$1,127,100
	Total:	**$16,325,100**

ATTACHMENT B

Costs to be Shared by all Pipes in Area Tributary to Pump Station 6 on S.R. 199

1	Ex 18" Force Main	$2,362,900
2	P.S. 6	$4,931,500
3	18" Force Main along S.R. 199 and Under I-75 to Eckel Junction Road	$967,600
	Total:	**$8,262,000**

ATTACHMENT C

<u>Costs to be Shared by all Pipes in Area</u>
<u>Tributary to existing Sanitary Sewer on Simmons Road</u>

1	Ex Sanitary Sewer on Simmons Road	**$3,694,100**

ATTACHMENT D

Cost of the Portion of Pipe 9 Constructed for St. John XXIII (1,820 l.f. of 10”)	**$423,600**

ATTACHMENT E

Proposed Sanitary Sewers

Pipe Number	Improvement	Probable Project Cost
1	10" Sewer	$325,000
2	10" Sewer	$564,000
3	15" Sewer	$773,000
4	15" Sewer	$803,000
5	15" Sewer	$835,000
6	10" Sewer	$475,000
7	8" Sewer	$178,000
8	15" Sewer	$414,000
9	10" Sewer	$161,000
10	12" Sewer	$543,000
11	24" Sewer	$2,643,000
11A	8" Sewer	$138,000
12	15" Sewer	$950,000
13	8" Sewer	$182,000
14	18" Sewer	$1,502,000
15	12" Sewer	$595,000
16	36" Sewer	$3,136,000
17	36" Sewer	$2,329,000
18	10" Sewer	$490,000
19	10" Sewer	$837,000
20	12" Sewer	$1,016,000
21	8" Sewer	$694,000
22	10" Sewer	$779,000
23	18" Sewer	$827,000
24	10" Sewer	$860,000
25	10" Sewer	$743,000
26	10" Sewer	$796,000
27	15" Sewer	$932,000
28	36" Sewer	$3,170,000
29	10" Sewer	$573,000
30	36" Sewer	$609,000
30A	10" / 8" Sewer	$428,000
30B	10" / 8" Sewer	$488,000
31	10" Sewer	$253,000
32	12" Sewer	$953,000
33	10" Sewer	$689,000
34	10" Sewer	$665,000
35	10" Sewer	$616,000
36	15" Sewer	$1,572,000
37	24" Sewer	$1,635,000

ATTACHMENT E

Proposed Sanitary Sewers

Pipe Number	Improvement	Probable Project Cost
38	8" Sewer	$139,000
39	10" Sewer	$847,000
40	8" Sewer	$639,000
41	10" Sewer	$267,000
42	8" Sewer	$224,000
43	10" Sewer	$433,000
44	8" Sewer	$655,000
45	18" Sewer	$982,000
46	8" Sewer	$224,000
47	10" Sewer	$453,000
48	8" Sewer	$210,000
49	12" Sewer	$839,000
50	21" Sewer	$1,192,000
51	10" Sewer	$533,000
52	8" Sewer	$267,000
53	15" Sewer	$1,492,000
54	8" Sewer	$537,000
55	18" Sewer	$1,140,000
56	8" Sewer	$662,000
57	27" Sewer	$1,442,000
58	8” Sewer	$285,000
59	10" Sewer	$1,087,000
60	10" Sewer	$230,000
61	10" Sewer	$230,000
62	10" Sewer	$731,000
63	15” Sewer	$621,000
64	10” Sewer	$242,000
65	18” Sewer	$669,000
66	18” Sewer	$3,694,000
67	10” Sewer	$379,000
68B	12" Sewer	$1,397,000
68C	8" Sewer	$153,000
P.S. 1 & 6” FM		$529,000
P.S. 2 & 6” FM		$672,000
P.S. 4 & 14” FM		$2,010,000
P.S. 5 & 6” FM		$604,000

ATTACHMENT F

1.0 BASIS OF DESIGN

The City requested revisions to the basis of design of this report as a part of this update. Sewage flows were estimated assuming 85% development of the sanitary service area. A 78-acre parcel south of Rietz Road and east of Hull Prairie Road was removed from the planning area due to its planned use as a raw water reservoir by the City of Bowling Green.

Following are descriptions of how sanitary flows were developed (revised as noted) for various land uses:

1.1 Single Family Residential Use

To estimate the average sanitary flow for single-family residential areas, 226 gallons per home per day [(1)] was assumed based on the most recent water distribution system modeling report.

1.2 Commercial Use

For commercial areas, the average sanitary flow was estimated using 500 gallons per acre per day [(1)].

1.3 Mixed Use

For mixed use developments, the average sanitary flow is estimated using approximately 590 gallons per acre per day [(1)] based on the following:

- 25% of the acreage would be higher density residential population (6 homes per acre),
- 50% commercial development,
- 25% greenspace and parking.

1.4 Industrial Use

For industrial areas, the average sanitary flow is estimated using 1,500 gallons per acre per day.

The maximum flows for all uses were determined by multiplying the average flow by 3.33.

All improvements were designed to accommodate the estimated maximum flows. General guidelines include a minimum sewer diameter of 8-inches and a minimum depth of approximately 10 feet with the intent to serve most adjacent areas by gravity flow. As well, the maximum depth for sewers before a pump station would be required is approximately 30 feet.

[(1)] 2021 Water System Master Plan

1.5 Basis of Probable Project Costs

The recommended improvements consist of gravity sanitary sewers ranging in size from 8-inch diameter to 36-inch diameter (maximum size revised by the City), force mains ranging in size from 6-inch diameter to 24-inch diameter, and pumping stations with capacities ranging from 0.34 MGD to 19.93 MGD.

Probable project costs include construction, contingencies, and technical services. It has been assumed that most of the proposed sewers will be installed in easements. Construction cost is updated based on March 2023 costs, a 1.16 increase from the previous update in August 2019, and assumes that pavement replacement will be required along 10% of the length of the sewer, and granular backfill will be required along 20% of the length of the sewer. Contingencies are 10% of construction costs and technical services are 20% of construction costs. Project costs do not include costs to obtain easements, land acquisition costs for pumping stations, rock excavation or service connections. Rock excavation, if necessary, will be estimated on a per project basis after obtaining soil borings during the design phase. The project costs will increase if it is necessary to install the improvements within the influence of roadways. The interest rate was calculated based upon four and one-half (4-1/2) percent.

2.0 DOCUMENT MODIFICATIONS

2.1 Villages at Canterbury Subdivision

The Villages at Canterbury Subdivision is under development south of Roachton Road and east of Hull Prairie Road which was planned to be served by Pipes 67 and 68. The tributary areas, pipe sewer alignments and probable project costs have been revised to reflect the subdivision plans. Pipes 67 and 68 are routed through the subdivision and Pipe 68 has been segmented into three pipes: Pipe 68A, Pipe 68B and Pipe 68C to more accurately describe the current condition. In addition, the City understands that property north of Roachton Road and east of Hull Prairie Road (approximately 112 acres) is being planned as a Park District for recreational use. As a result, this area has been delineated and excluded as tributary to the sanitary sewer system although at this time it is believed the existing sanitary sewers adjacent to this site should have adequate capacity to accommodate the limited sanitary flows anticipated from this proposed use.

2.2 The Coventry Pointe Subdivision

The Coventry Pointe (previously named The Preserve) Subdivision is under development north of Five Points Road and west of Fort Meigs Road which will be served by Pipe 30. The tributary areas, pipe sewer alignments and probable project costs have been revised to reflect the subdivision plans. Pipe 30 is partially routed through the subdivision to the intersection of Five Points Road and Brookhaven Blvd. The intent is for this sanitary sewer to accept gravity sanitary flows from the existing Brookhaven Subdivision, eliminating the need for the existing pump station currently serving this subdivision.

ATTACHMENT G

ORDINANCE NO. 193-2003

AN ORDINANCE IMPLEMENTING THE SANITARY SEWER SYSTEM MASTER PLAN WITH REGARD TO RECOVERY OF THE COSTS ASSOCIATED WITH THE INSTALLATION OF CERTAIN SANITARY SEWER LINES, AND TO DECLARE AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 155-2003 the Council adopted the Sanitary Sewer System Master Plan ("Plan"), and

WHEREAS, said Plan identifies a number of sanitary sewer lines that will need to be constructed to permit sanitary sewer service to be provided to the areas covered by the Plan, and

WHEREAS, the Council has determined that a proportionate cost calculation will need to be made for each development or customer that is added to the service area serviced by such new sanitary sewer lines, and

WHEREAS, the cost calculations will consist of an acreage component determined by the acreage involved and a flow component determined by the meter sizes involved;

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

SECTION 1. That Section 1050.14 is hereby enacted and shall read as follows:

1050.14. SANITARY SEWER INFRASTRUCTURE COST RECOVERY FEES.

(a) There is hereby established a sanitary sewer infrastructure cost recovery fee for those areas identified as requiring new sanitary sewer lines for such areas to receive sanitary sewer service by the Sanitary Sewer System Master Plan ("Plan") that was adopted by Council pursuant to Ordinance No. 155-03 on October 7, 2003.

(b) The acreage charge and the flow charge as to each new sanitary sewer line identified in the Sanitary Sewer System Master Plan shall be as shown in the supplement to the Sanitary Sewer System Master Plan.

(c) The sanitary sewer infrastructure cost recovery fee shall be apportioned between the acreage charge component which shall be two-thirds of the total fee and a flow charge component which shall be one-third of the total fee.

(d) The supplement to the Plan shall separately identify each new sanitary sewer line that is needed for service according to the Plan and shall state the estimated or actual cost of the sewer line and the calculations for determining the acreage and flow components of each such line. Periodically, but not less than once per year, in November the City Engineer shall make a recommendation to City Council as to whether such supplement should be modified to reflect changes in the cost of construction and in prevailing interest rate on one-year notes issued by the City.

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 11-18-03

ATTEST:

APPROVED: 11-18-03

PETER D. GWYN
DIRECTOR OF LAW

1/10/06 PHONE CALL w/
TOM MACKIN INFLATION RATE
IS 1/2% OVER DAVE'S
BOND RATE.

CITY OF PERRYSBURG

Minutes of the
Health, Sanitation, and Public Utilities Committee
~~September 23~~, 2003
October 28

Tom Mackin called the meeting to order at 5:00 p.m. Committee members present were Tom Mackin, Maria Ermie, and John Kevern. The administration was represented by Doug Dariano and Jim Bagdonas. Also in attendance was Jim Williamson, Finkbeiner Pettis & Strout Inc.

PROCEDURE TO COLLECT SEWER SYSTEM DEVELOPMENT FEES

The Committee continued its discussion about how best to develop an ordinance to set up a procedure to collect sewer system development fees. After much discussion, the Committee agreed with the formula developed by Mr. Williamson. The Committee also agreed that the rate of interest should be reviewed at least once a year and that reviewing the rate when the City issues notes in the fall was the best time for that review each year. Other factors in the formula, such as construction costs, also would be reviewed at the same time. The Committee further agreed that the ordinance should allow for the review of the formula at any time during the course of a year if interest rates or construction costs were to increase drastically.

The Committee agreed 3-0 than an ordinance be prepared authorizing the City to implement the above described fees.

Respectfully submitted:

Thomas G. Mackin, Chairman
Health, Sanitation, and Public Utilities Committee

CITY OF PERRYSBURG

Minutes of the
Health, Sanitation, and Public Utilities Committee
September 23, 2003

Tom Mackin called the meeting to order at 5:00 p.m. Committee members present were Tom Mackin and Maria Ermie. Absent was John Kevern. Also in attendance were Deputy Service Director Jon Eckel and Water Division Superintendent Mark Dunsmoor.

SANITARY SEWER MASTER PLAN

Jim Williamson, Finkbeiner Pettis & Strout Inc., reviewed minor corrections to the final Sanitary Sewer Master Plan. The Plan will provide a long-range plan for the City's un-sewered service areas in the district. The Plan was accepted by the Northwest Ohio Water and Sewer District, and a copy of the Plan was forwarded to them.

Ord #155-03

PROCEDURE TO COLLECT SEWER SYSTEM DEVELOPMENT FEES

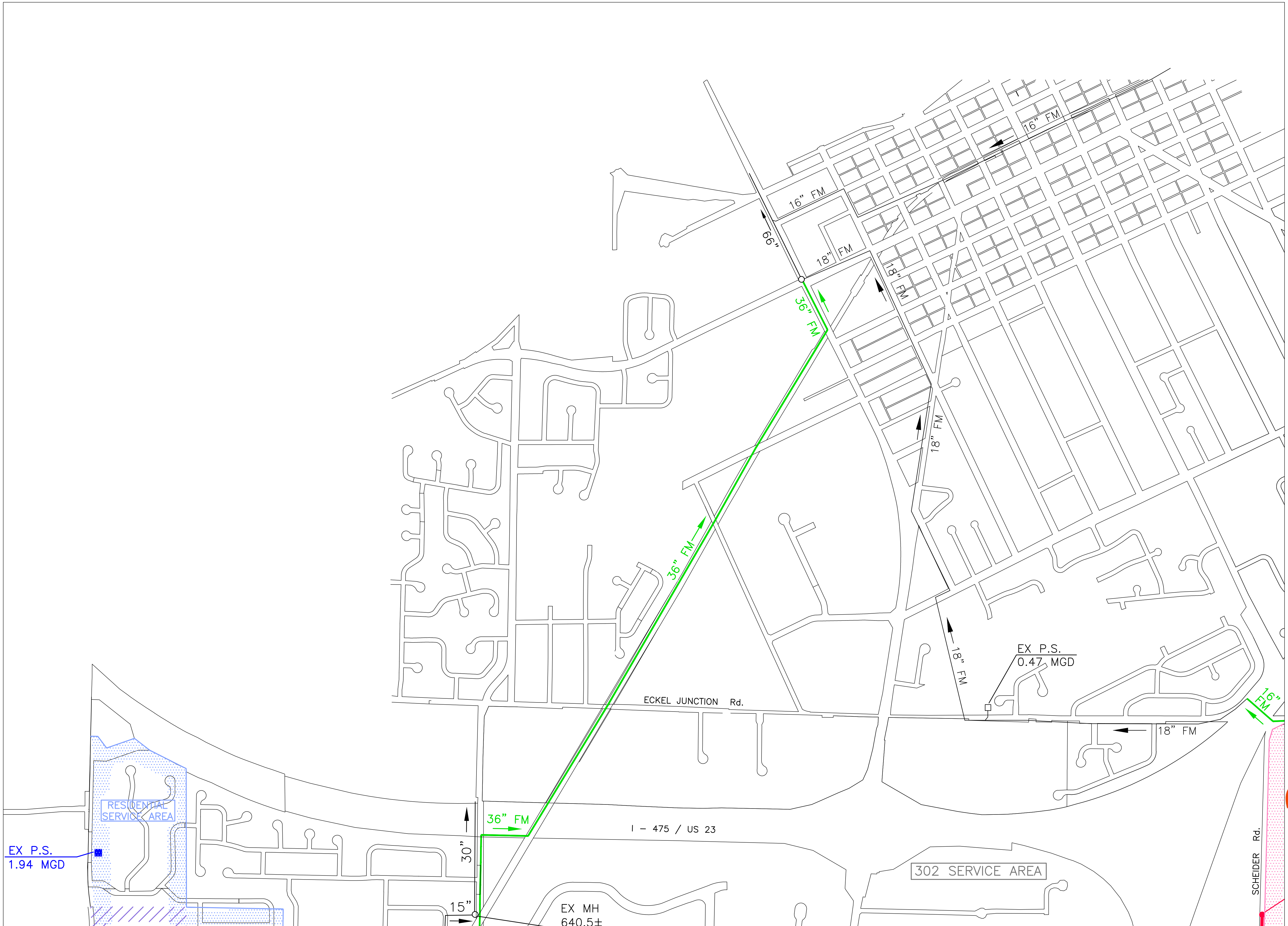
Using a sample calculation of a newly annexed area, Mr. Williams reviewed the methodology used to determine the sewer system development fees. The calculation was based on proportionate costs of the force main, pipe flow, acreage component, and a flow component. The Committee agreed to the calculations; however, they noted that the calculation included costs such as construction costs and an interest rate that will be variable over time. The Committee questioned assigning a fixed number to the these costs, noting that the fixed number would be used in the Policy, and the costs could fluctuate as time goes by or until the Master Plan was updated again. Mr. Mackin suggested that a mechanism should be investigated to include an "X" number to the variable costs so that if the costs do change, those costs could be realized and passed on to the developers. The Committee also discussed if a policy should be instituted that does not use specific calculations. Mr. Williamson acknowledged that changing the variable rates would change all of the calculations used; however, the Maser Plan will reflect the basis of the framework by showing every pipe within the network. Mr. Eckel noted that the Master Plan would be a useful tool, citing recent examples of developers approaching the City asking what is needed to service their new subdivisions. The Committee agreed to continue to examine the above concerns.

Mr. Eckel reported that at the request of the Committee, Mr. Dariano contacted other communities to investigate their policies for their system development fees. To date, he has not received a response.

WATER AND SEWER RATE INCREASES FOR 2004

The City is currently performing a Rate Study, which will determine the water and sewer rates after January 1, 2004. The start of the Rate Study was delayed so that it could consider all of the resent developments regarding water and sewer services when determining rates.

The Committee also evaluated if a 3.6 percent water and sewer rate increase should be instituted (which has been the historical rate of increase for the last four years) or to choose not to increase the current rates until the Rate Study has been completed; although, the Study may conclude a shortfall which may require a much higher rate increase than the 3.6 percent. The Committee also discussed the impact on water and sewer rates of recently passed water and sewer agreements, and the increased price for water from the City of Toledo, along with other price increases related to the delivery of water to the City. Given all of these factors demonstrated an increase in the cost of providing water and sewer services to the City, the Committee agreed that continuing the current policy at the current rate of increase was appropriate. Because there would be a rate increase, the Committee agreed that Council have three readings for the Ordinance. ***The Committee agreed 2-0 than an ordinance be prepared authorizing the City to increase the water and sewer rates 3.6 percent for 2004.*** Ord # 166, 167, 168, 169, 170, 173, 174, 175



CONTINUED ON FIGURE 2

N

SCALE: 1"=1250'

LEGEND

- COMMERCIAL SERVICE AREA
- INDUSTRIAL SERVICE AREA
- MIXED USE SERVICE AREA
- RESIDENTIAL SERVICE AREA
- 55 PIPE NUMBER

FIGURE 1

SANITARY INFRASTRUCTURE COST RECOVERY

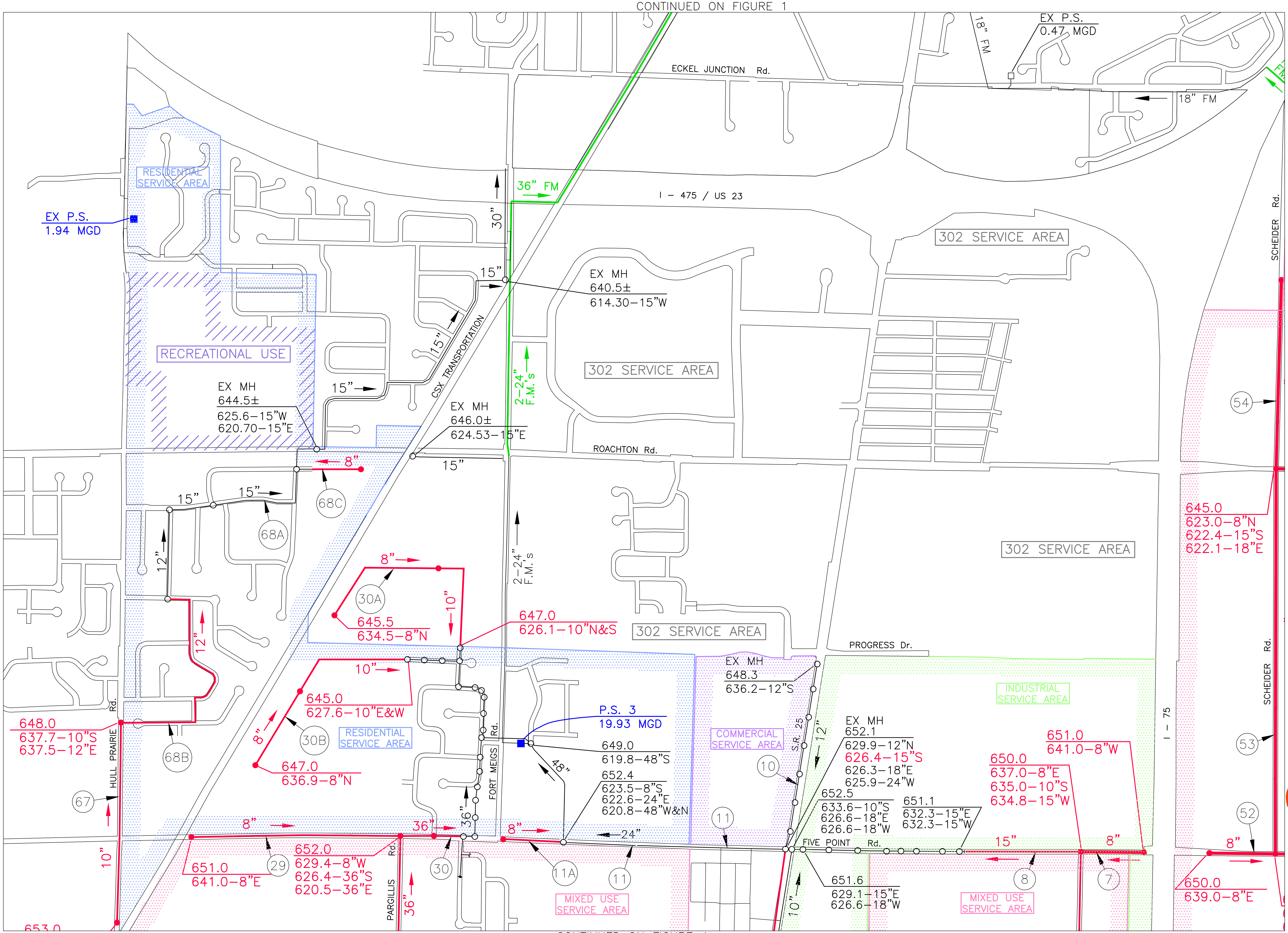
PERRYSBURG, OHIO

ARCADIS

ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419-473-1121
Fax: 419-473-2108
www.arcadis.com

2023

CONTINUED ON FIGURE 1



CONTINUED ON FIGURE 3

CONTINUED ON FIGURE 4

N

SCALE: 1"=1250'

LEGEND

- COMMERCIAL SERVICE AREA
- INDUSTRIAL SERVICE AREA
- MIXED USE SERVICE AREA
- RESIDENTIAL SERVICE AREA
- 55 → PIPE NUMBER

FIGURE 2

SANITARY INFRASTRUCTURE COST RECOVERY

PERRYSBURG, OHIO

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One Seagate, Suite 700
Toledo, OH 43604
Tel: 419–473–1121
Fax: 419–473–2108
www.arcadis.com

2023

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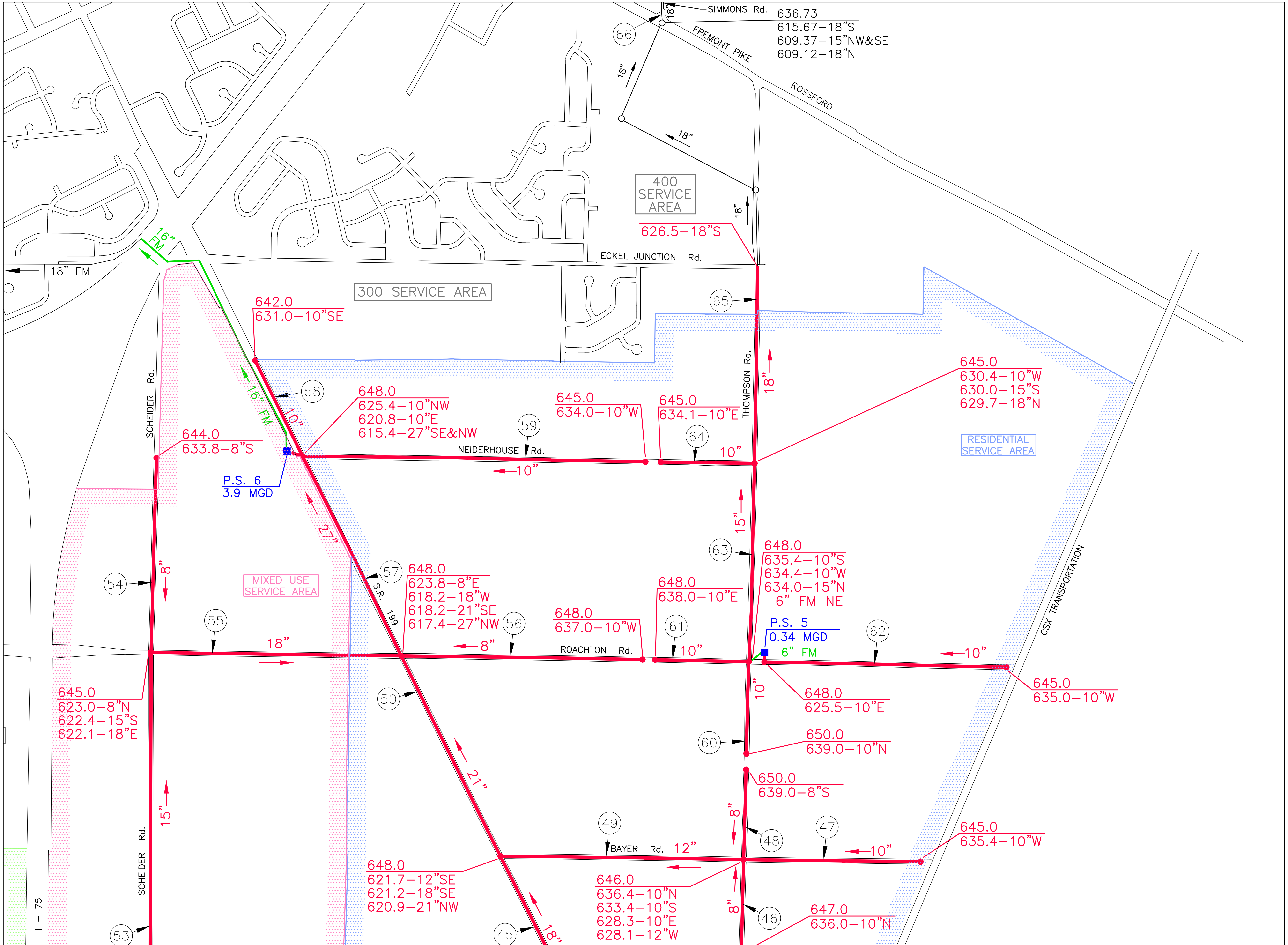

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SCALE: 1"=1250'

LEGEND

- COMMERCIAL SERVICE AREA
- INDUSTRIAL SERVICE AREA
- MIXED USE SERVICE AREA
- RESIDENTIAL SERVICE AREA
- 55 PIPE NUMBER

FIGURE 3

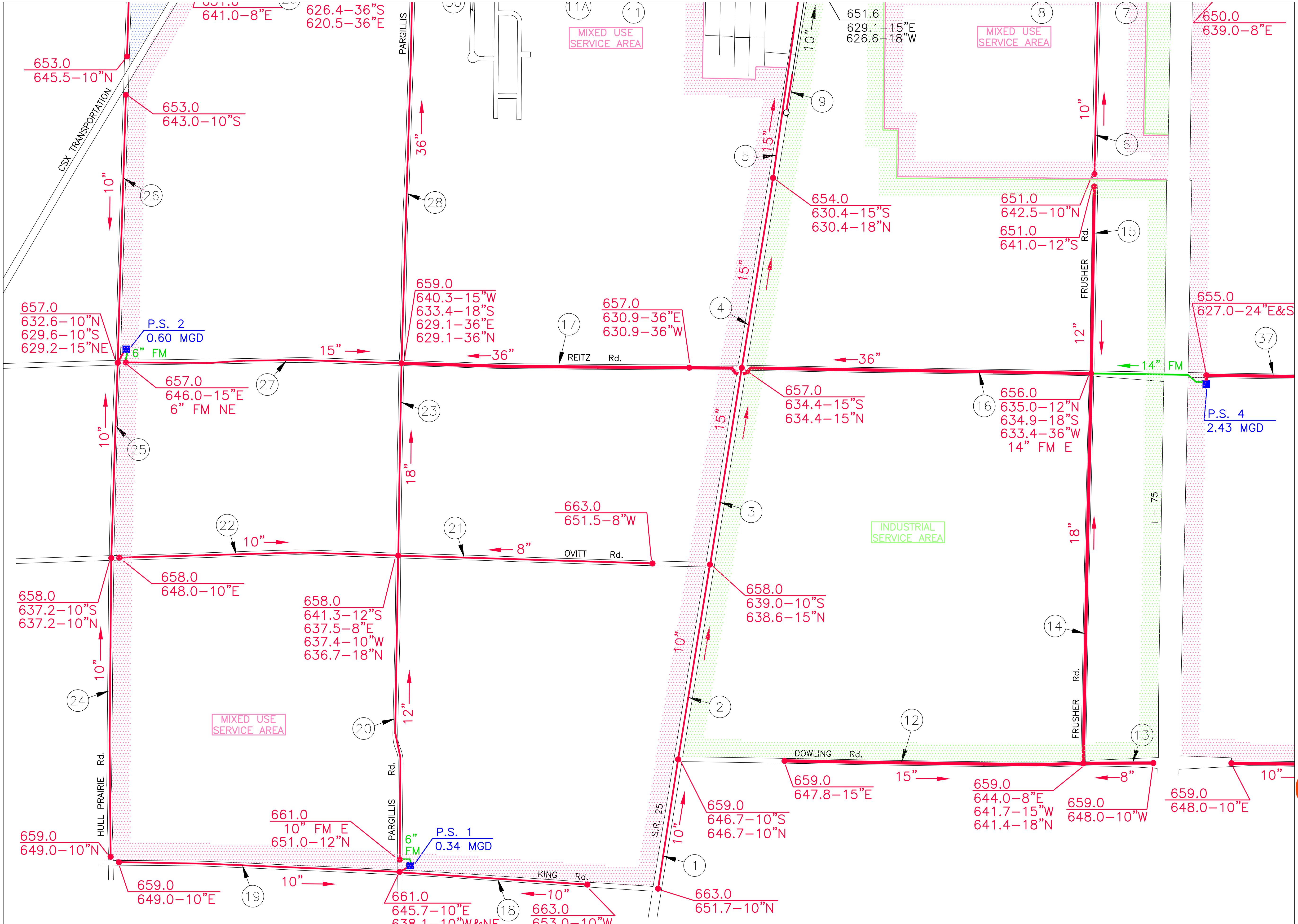
SANITARY INFRASTRUCTURE COST RECOVERY

PERRYSBURG, OHIO

ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419-473-1121
Fax: 419-473-2108
www.arcadis.com

2023

CONTINUED ON FIGURE 2



CONTINUED ON FIGURE 5

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SCALE: 1"=1250'

LEGEND

- COMMERCIAL SERVICE AREA
- INDUSTRIAL SERVICE AREA
- MIXED USE SERVICE AREA
- RESIDENTIAL SERVICE AREA
- 55 PIPE NUMBER

FIGURE 4

SANITARY INFRASTRUCTURE COST RECOVERY

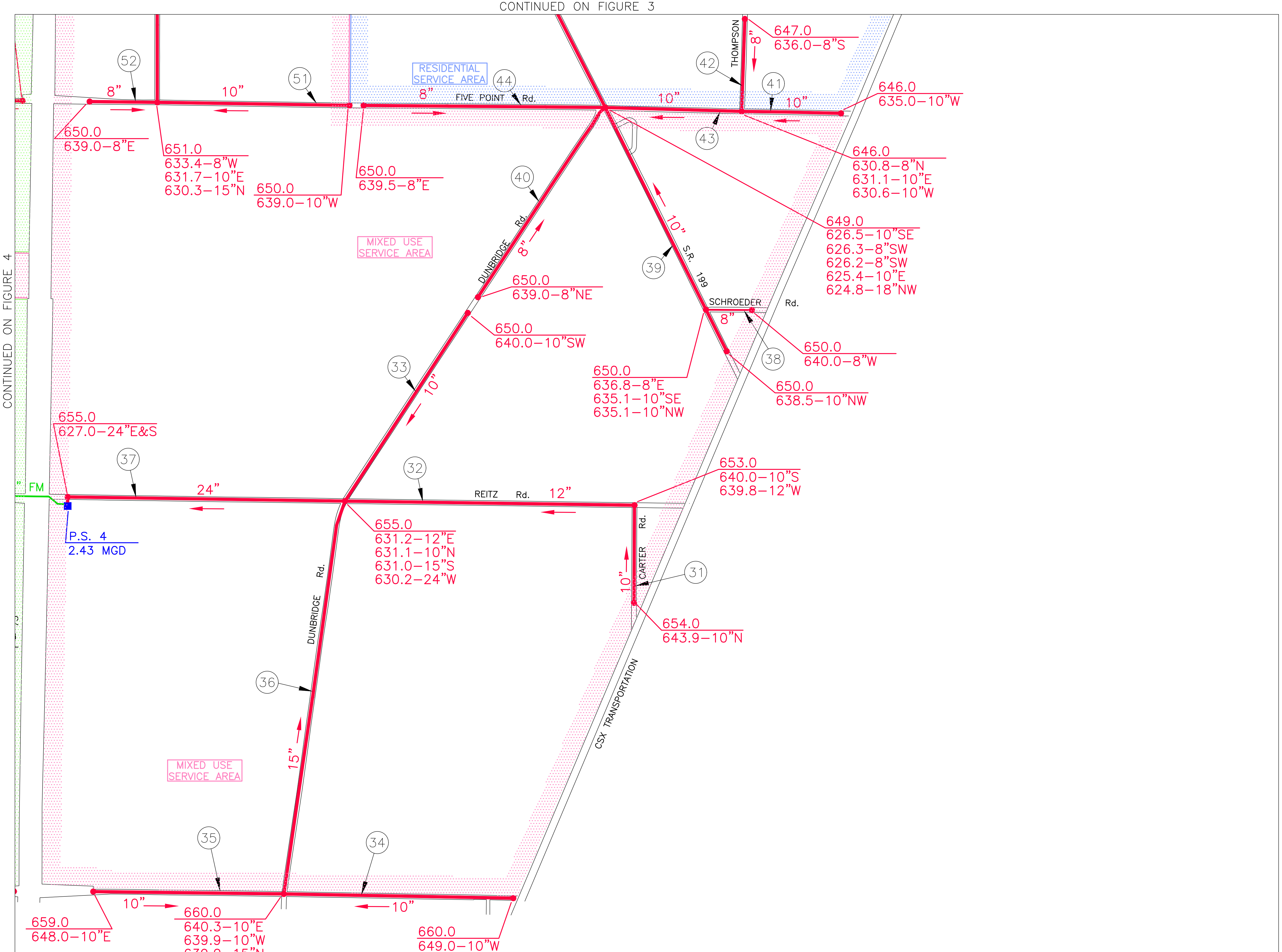
PERRYSBURG, OHIO

ARCADIS

ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419-473-1121
Fax: 419-473-2108
www.arcadis.com

2023

CONTINUED ON FIGURE 3



SCALE: 1”=1250’

LEGEND

- COMMERCIAL SERVICE AREA
- INDUSTRIAL SERVICE AREA
- MIXED USE SERVICE AREA
- RESIDENTIAL SERVICE AREA
- 55 PIPE NUMBER

FIGURE 5

SANITARY INFRASTRUCTURE COST RECOVERY

PERRYSBURG, OHIO

ARCADIS

ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419–473–1121
Fax: 419–473–2108
www.arcadis.com

2023

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SCALE: 1"=1200'

SANITARY SEWER
TRIBUTARY AREAS
PERRYSBURG, OHIO

ARCADIS

ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419-473-1121 Fax: 419-473-2108
www.arcadis.com

2023

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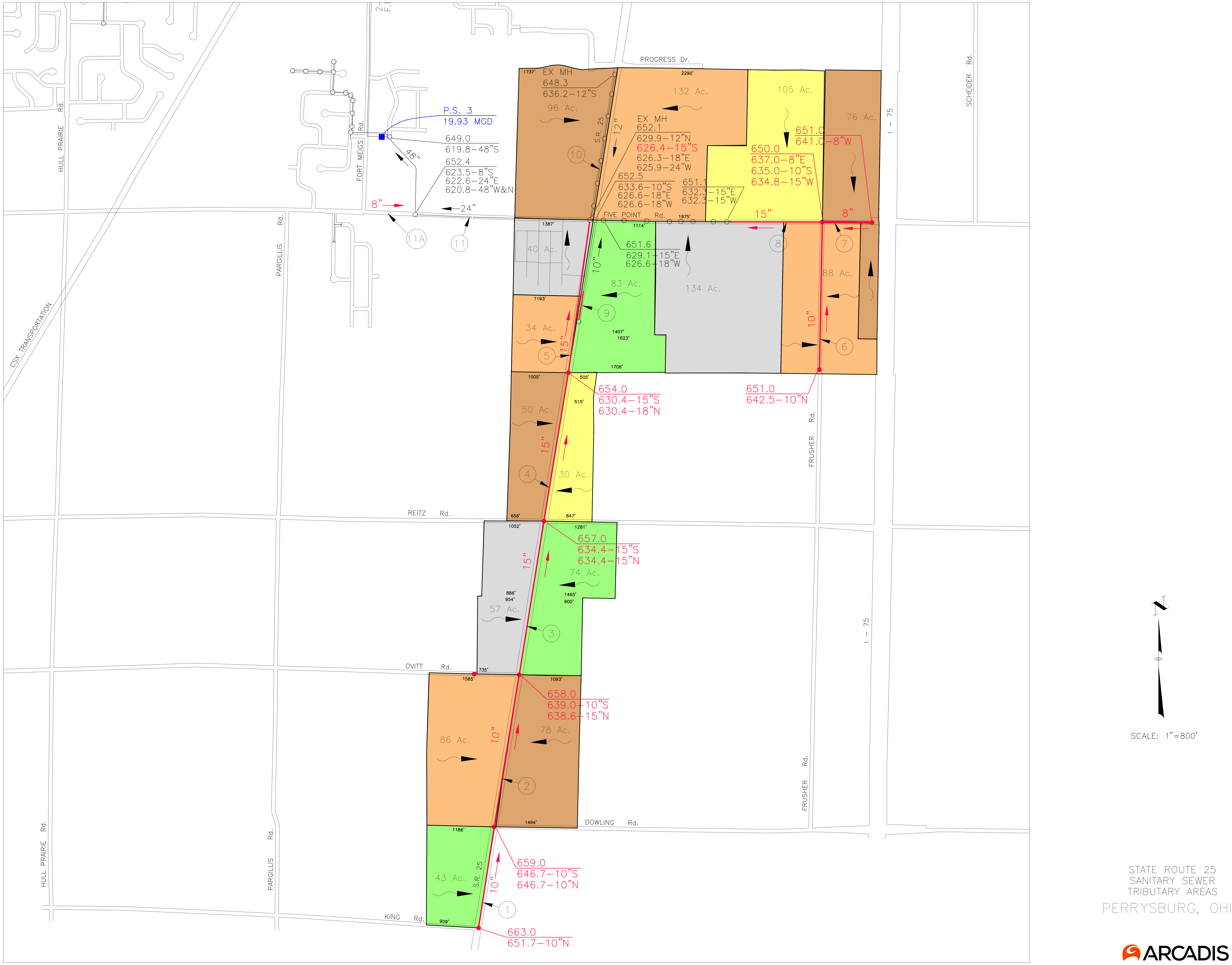

STATE ROUTE 25
SANITARY SEWER
TRIBUTARY AREAS
PERRYSBURG, OHIO

ARCADIS
ARCADIS U.S., Inc.
One Seagate, Suite 700
Toledo, OH 43604
Tel: 419-473-1121 Fax: 419-473-2108
www.arcadis.com

2023

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ARCADIS
One SeaGate
Suite 700
Toledo, Ohio 43604
Tel 419.473.1121
Fax 419.473.2108

www.arcadis.com

Design & Consultancy
for natural and
built assets

EXHIBIT B

SANITARY SEWER PLANS FOR COVENTRY POINTE

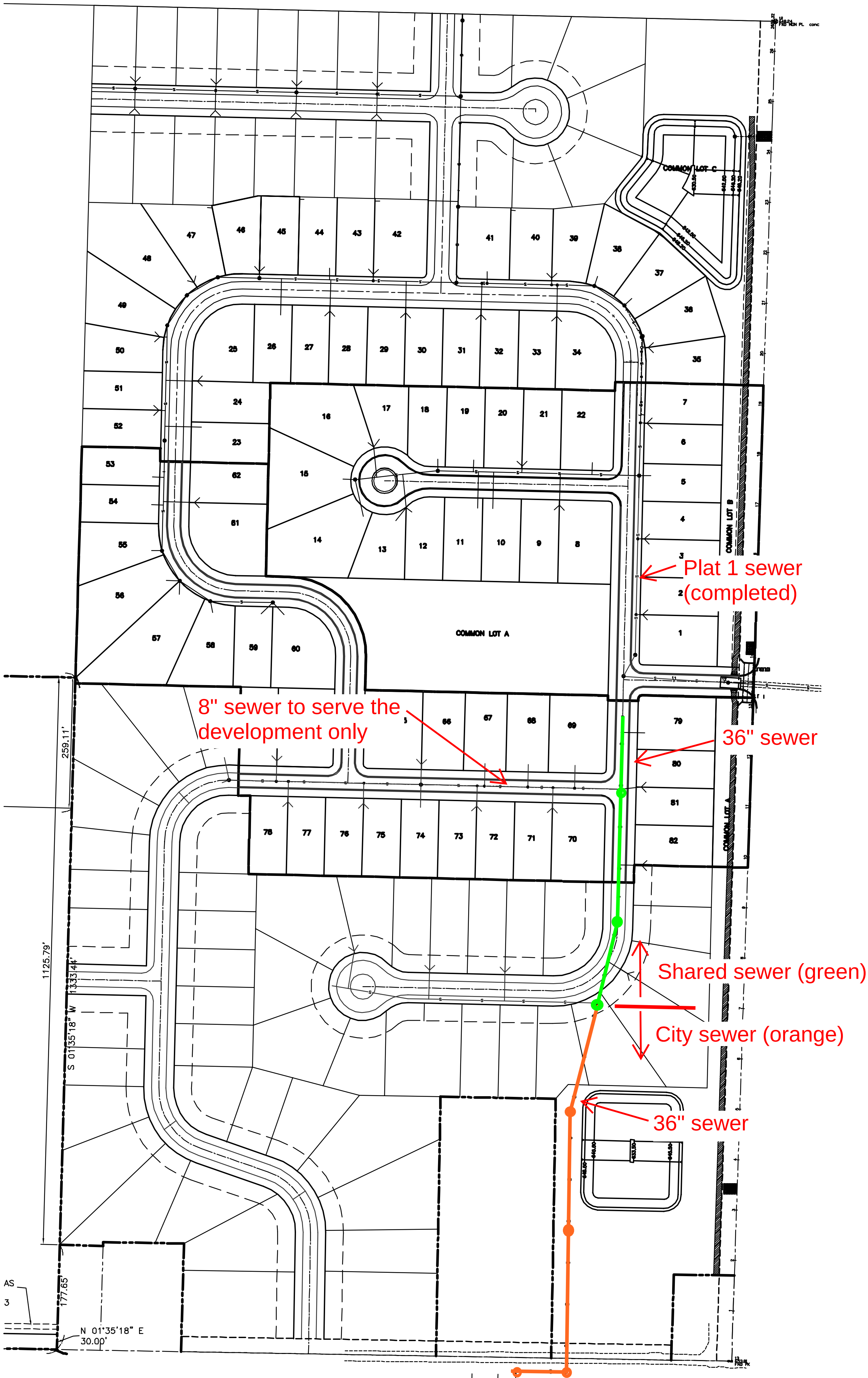

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EXHIBIT C

ENGINEERING ESTIMATE OF COST

Plat 4 and Extension through Plat 5 - Based on bid (Green Portion)

Updated 1/16/24

This estimate is for the upsizing of the 36" sewer in Plat 4

Design Plans with 36" sewer

	Quantity	Units	36" cost	36" Total
6" conduit, type b		LF	$91.00	$0.00
8" conduit, type b		LF	$183.00	$0.00
36" conduit, type b	533	LF	$980.00	$522,340.00
6" conduit, type c		LF	$31.00	$0.00
8" conduit, type c		LF	$62.00	$0.00
36" conduit, type c	41	LF	$730.00	$29,930.00
6" riser	39.8	VF	$150.00	$5,970.00
6" drop connection	93.6	VF	$150.00	$14,040.00
8" drop connection	21.37	VF	$150.00	$3,205.50
Sanitary drop MH	120.3	VF	$600.00	$72,180.00
			Total	$647,665.50

Equivalent 8" sewer, estimated at 12' deep

	Quantity	Units	8" cost	8" Total
6" conduit, type b		LF	$91.00	$0.00
8" conduit, type b		LF	$183.00	$0.00
36" conduit, type b		LF	$980.00	$0.00
6" conduit, type c		LF	$31.00	$0.00
8" conduit, type c	574	LF	$62.00	$35,588.00
6" riser		VF	$150.00	$0.00
6" drop connection		VF	$150.00	$0.00
8" drop connection		VF	$150.00	$0.00
Sanitary Manhole	48	VF	$425.00	$20,400.00
			Total	$55,988.00

Summary of Costs for Plat 4-5

36" sewer cost	$647,665.50
8" sewer cost	$55,988.00
City of Perrysburg Sewer Cost	$591,677.50

Coventry Point Trunk Sanitary (City Sewer to the South - Orange Portion)

Updated 1/8/24
This is the sewer south of Plat 5
This portion of the sewer is the City's responsibility

Design Plans

	Quantity	Units	Unit Cost	Total
6" conduit, type b		LF	$91.00	$0.00
8" conduit, type b	53	LF	$183.00	$9,699.00
36" conduit, type b		LF	$980.00	$0.00
6" conduit, type c		LF	$31.00	$0.00
8" conduit, type c	109	LF	$62.00	$6,758.00
36" conduit, type c	706	LF	$730.00	$515,380.00
Bore and Jack	136	LF	$300.00	$40,800.00
6" drop connection		VF	$150.00	$0.00
8" drop connection	13.5	VF	$150.00	$2,025.00
Sanitary drop MH	30.85	VF	$600.00	$18,510.00
Sanitary MH	58.6	VF	$425.00	$24,905.00
Pump Station Modification	1	LUMP	$40,000.00	$40,000.00
Engineering/Surveying	LUMP	LUMP	$9,800.00	$9,800.00
ROADWAY & EROSION CONTROL				
Seeding and mulching	860	SY	$3.00	$2,580.00
Commercial fertilizer	0.05	TONS	$800.00	$40.00
Filter fabric fence	990	FT	$2.00	$1,980.00
			Total	$672,477.00

Summary of Costs for Trunk Sewer

36" sewer cost	$672,477.00
City of Perrysburg Sewer Cost	$672,477.00

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.

Tim. Bockbrader

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

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 26-2024

DATE: February 16, 2024

Subject Matter/Background

The City of Perrysburg, Ohio, Department of Public Service has found it necessary to develop right-of-way plans for the W. Boundary Multi Use Path. The City received a proposal from DGL Consulting Engineers, LLC, the firm doing the survey work for the consultant on the project, for the additional fieldwork and design work to complete the right-of-way drawings and legal descriptions that are necessary for the completion of the project and the total price for the additional fieldwork and design work necessary to complete the right-of-way drawings and legal descriptions is Forty-Two Thousand Six Hundred Thirty-Nine Dollars and Zero Cents ($42,639.00).

This Resolution authorizes the Mayor and Director of Finance to enter into an agreement with DGL Consulting Engineers, LLC to develop right-of-way plans for the W. Boundary Multi Use Path, at a price not to exceed Forty-Two Thousand Six Hundred Thirty-Nine Dollars and Zero Cents ($42,639.00).

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 26-2024

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC FOR RIGHT-OF-WAY PLANS FOR THE WEST BOUNDARY MULTI USE PATH AT A COST NOT TO EXCEED EIGHTY THOUSAND DOLLARS ($42,639.00); AND DECLARING AN EMERGENCY

WHEREAS, the City of Perrysburg, Ohio, Department of Public Service has found it necessary to develop right-of-way plans for the W. Boundary Multi Use Path; and,

WHEREAS, the City of Perrysburg, Ohio, received a proposal from DGL Consulting Engineers, LLC, the firm doing the survey work for the consultant on the project, for the additional fieldwork and design work to complete the right-of-way drawings and legal descriptions that are necessary for the completion of the project; and,

WHEREAS, the total price for the additional fieldwork and design work necessary to complete the right-of-way drawings and legal descriptions is Forty-Two Thousand Six Hundred Thirty-Nine Dollars and Zero Cents ($42,639.00); and,

WHEREAS, at its January 24, 2024 meeting, the Service Committee of Council unanimously recommended approval of the agreement.

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

SECTION 1. The Mayor and Director of Finance are authorized to enter into an agreement with DGL Consulting Engineers, LLC to develop right-of-way plans for the W. Boundary Multi Use Path, at a price not to exceed Forty-Two Thousand Six Hundred Thirty-Nine Dollars and Zero Cents ($42,639.00), as outlined in Exhibit A.

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

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

DGL CONSULTING ENGINEERS

PROVIDING CIVIL ENGINEERING SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE DEVELOPMENT

SURVEY

CONSTRUCTION SERVICES

December 13, 2023

Brian Thomas, PE
City of Perrysburg Engineer
127 W. Fifth Street
Perrysburg, OH 43551

Re: City of Perrysburg – W. Boundary MUP Right of Way Plan Proposal

Dear Mr. Thomas,

Per your request, please find enclosed our professional survey services proposal for the subject project.

Based on the scope of services described herein, a total fee of $42,639.00 is proposed with a net fee of $4,108.00. This fee was developed with reference to the work scope provided by you and an exhibit is attached to this proposal.

Please contact me if you have questions about the hours or fee for this work.

Sincerely,

DGL Consulting Engineers, LLC

R.J. Lumbrezer

RJ Lumbrezer, PS
Principal, Survey Manager

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

CC: Laurie Adams, DGL

22341

PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC / SAFETY

FACILITY / SITE DEVELOPMENT

SURVEY

CONSTRUCTION SERVICES

Date: December 13, 2023

DGL Consulting Engineers, LLC

3455 Briarfield Blvd., Suite E
Maumee, OH 43537

Client: City of Perrysburg
Brian Thomas, PE
127 W. Fifth Street
Perrysburg, OH 43551

Proposal No.	22341
Location	W. Boundary, City of Perrysburg
Project Name	**Multi Use Path Right of Way Plans**

Scope of Services

1. Project Work Narrative and Fee attached.

Survey will comply with State of Ohio and Wood County requirements.

Fee Arrangement	Lump Sum Fee
Total Due	$42,639.00

Offered by:
DGL Consulting Engineers

R.J. Lumbrezer
Signature

R.J. Lumbrezer, P.S.
Principal | Survey Manager
Printed Name / Title

Accepted by: City of Perrysburg
Brian Thomas, PE

Signature **Date**

Printed Name / Title
Signature indicates the authority to bind the company to the terms herein

The Terms and Conditions at the end of this price proposal are part of this Agreement.

Maumee, Ohio
419.535.1015

Wauseon, Ohio
419.330.1360

Dublin, Ohio
614.356.7150

Kent, Ohio
440.387.4113

Port Clinton, Ohio
419.635.7541

dgl.ltd.com

DGL CONSULTING ENGINEERS, LLC (DGL) TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at DGL's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. DGL shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and DGL shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, DGL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. DGL will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of DGL's part of the Project. Regardless of any other term or condition of this Agreement, DGL 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.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor DGL shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions (Optional, use if existing structure or project)

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If DGL has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) DGL has no reason to believe that such a condition exists, DGL shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

DGL shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. DGL shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold DGL and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' 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. DGL further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation (*Fill in the amount*)

In recognition of the relative risks and benefits of the Project to both the Client and DGL, the Client agrees, to the fullest extent permitted by law, to limit DGL's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of $___,000 or the amount of DGL's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay DGL for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from DGL's documents, DGL shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in DGL's original documents. In no event will DGL be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by DGL under this agreement, including electronic files, shall remain the property of DGL and may not be used by this Client for any other purpose without the written consent of DGL. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold DGL and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to DGL and its subconsultants.

Defects in Service

The Client shall promptly report to DGL any defects or suspected defects in DGL's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify DGL shall relieve DGL of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

DGL shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and DGL shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by DGL are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or DGL.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both Parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law

The law applicable to this Agreement is the state of the Project location.

PROPOSAL LABOR SUMMARY

Version: Sept 2021

C-R-S	WOO-SR 25-21.28 - W. Boundary MUP
Consultant:	DGL CONSULTING ENGINEERS, LLC
Agreement No.	
Modification No.	
PID No.	117684
Proposal Date	12/13/2023

Task Description	No. of Units	Partner in Charge $85.00	Project Manager $65.00	Senior Prof Surveyor $55.00	Prof Engr $42.00	Engineer $35.00	Sr Tech $42.00	Tech $30.00	Admin $28.00	Total Hours	Total Cost
AUTHORIZED TASKS:											
3 - Environmental Engineering Phase											
3.4 - Right of Way Plans											
3.4.A Conceptual Right of Way Plan Review										0	$0
3.4.B - Preliminary Right of Way Plans											
3.4.B.A - Legend Sheet			1	1			8			10	$456
3.4.B.B - Centerline Survey Plat		1	1	2	4		16			24	$1,100
3.4.B.C - Property Map			1	4	3		24			32	$1,419
3.4.B.D - Summary of Additional Right of Way			1	2			11			14	$637
3.4.B.E - Detailed ROW Plan Sheets		1	4	8	16		128			157	$6,833
3.4.B.G - Legal Descriptions and Closure Calculations			1	3	4		16			24	$1,070
3.4.B.I - Field Review			1	2	5		8	16		32	$1,201
3.4.C - Final Right of Way Plans											
3.4.C.A - Final Right of Way Plans			1	2	1		16			20	$889
3.4.C.B - Field Review & Verify Property Owners			1	4			3			8	$411
3.4.C.C - Record Centerline Plat and all appropriate documents				3						3	$165
3.4.C.D - Set R/W Pins after acquisition				1			1	8		10	$337
TOTAL 3.4 - Right of Way Plans		2	12	32	33	0	231	24	0	334	$14,518
Total - 3 Environmental Engineering Phase		2	12	32	33	0	231	24	0	334	$14,518
TOTAL AUTHORIZED PARTS		2	12	32	33	0	231	24	0	334	$14,518

PROPOSAL COST SUMMARY

C-R-S	WOO-SR 25-21.28 - W. Boundary
Consultant:	DGL CONSULTING ENGINEERS, LLC
Agreement No.	0
Modification No.	0
PID No.	117684
Proposal Date	12/13/2023

Version: Sept 2021

State Average Overhead Rate	157.25%
Consultant Overhead Rate:	161.54%
Cost of Money:	
Net Fee Percentage:	11%

Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:										
3 - Environmental Engineering Phase										
3.4 - Right of Way Plans										
3.4.A Conceptual Right of Way Plan Review	0	#DIV/0!	0	$0	$0	$0	$0	$0	$0	$0
3.4.B - Preliminary Right of Way Plans										
3.4.B.A - Legend Sheet	0	$45.60	10	$456	$737	$0	$1	$0	$129	$1,323
3.4.B.B - Centerline Survey Plat	0	$45.83	24	$1,100	$1,777	$0	$1	$0	$311	$3,189
3.4.B.C - Property Map	0	$44.34	32	$1,419	$2,292	$0	$1	$0	$402	$4,114
3.4.B.D - Summary of Additional Right of Way	0	$45.50	14	$637	$1,029	$0	$2	$0	$180	$1,848
3.4.B.E - Detailed ROW Plan Sheets	0	$43.52	157	$6,833	$11,038	$0	$4	$0	$1,934	$19,809
3.4.B.G - Legal Descriptions and Closure Calculations	0	$44.58	24	$1,070	$1,728	$0	$5	$0	$303	$3,106
3.4.B.I - Field Review	0	$37.53	32	$1,201	$1,940	$0	$12	$0	$340	$3,493
3.4.C - Final Right of Way Plans										
3.4.C.A - Final Right of Way Plans	0	$44.45	20	$889	$1,436	$0	$4	$0	$252	$2,581
3.4.C.B - Field Review & Verify Property Owners	0	$51.38	8	$411	$664	$0	$12	$0	$116	$1,203
3.4.C.C - Record Centerline Plat and all appropriate documents	0	$55.00	3	$165	$267	$0	$269	$0	$47	$747
3.4.C.D - Set R/W Pins after acquisition	0	$33.70	10	$337	$544	$0	$248	$0	$95	$1,225
TOTAL 3.4 - Right of Way Plans			334	$14,518	$23,452	$0	$560	$0	$4,108	$42,639
Total - 3 Environmental Engineering Phase			334	$14,518	$23,452	$0	$560	$0	$4,108	$42,639
TOTAL AUTHORIZED PARTS			334	$14,518	$23,452	$0	$560	$0	$4,108	$42,639

C-R-S	WOO-SR 25-21.28 - W. Boundary	DIRECT COSTS									Version: Sept 2021
Consultant:	DGL CONSULTING ENGINEERS, LLC										
Agreement No.	0										
Modification No.	0										
PID No.	117684										
Proposal Date	12/13/2023										
Task Description		Mileage	Copies - Letter/11x17	Print Plot - Full Size	3/4" Iron Pin and Cap Per Each	Miovision Processing (per hour of data)	Miovision Equipment (per day per unit)	Hose Counting Equipment (per day per unit)	Survey Equipment (per unit per day)	Record Centerline Plat (Per Sheet Recorded)	Total
	Unit Cost:	$0.58	$0.20	$175.00	$7.50	$22.58	$75.00	$37.50	$1,200.00	$125.00	
AUTHORIZED TASKS:											
3 - Environmental Engineering Phase											
3.4 - Right of Way Plans											
3.4.A Conceptual Right of Way Plan Review											$0.00
3.4.B - Preliminary Right of Way Plans											
3.4.B.A - Legend Sheet			5								$1.00
3.4.B.B - Centerline Survey Plat			5								$1.00
3.4.B.C - Property Map			5								$1.00
3.4.B.D - Summary of Additional Right of Way			10								$2.00
3.4.B.E - Detailed ROW Plan Sheets			20								$4.00
3.4.B.G - Legal Descriptions and Closure Calculations			24								$4.80
3.4.B.I - Field Review		14	20								$12.12
3.4.C - Final Right of Way Plans											
3.4.C.A - Final Right of Way Plans			20								$4.00
3.4.C.B - Field Review & Verify Property Owners		14	20								$12.12
3.4.C.C - Record Centerline Plat and all appropriate documents		33								2	$269.14
3.4.C.D - Set R/W Pins after acquisition		14			32						$248.12
TOTAL 3.4 - Right of Way Plans		75	134	0	32	0	0	0	0	2	$560
Total - 3 Environmental Engineering Phase		75	134	0	32	0	0	0	0	2	

C-R-S	WOO-SR 25-21.28 - W. Boundary					
Consultant:	DGL CONSULTING ENGINEERS, LLC					
Agreement No.	0					
Modification No.	0					
PID No.	117684					
Proposal Date	12/13/2023					
Task Description		**Consultant**	**ODOT**	**LPA**	**If-Authorized**	**Narrative**
Copy task in scope from the Labor Rates_Cost Proposal Tab		X	X	X	X	Add Narratives as needed here
3.4.B - Preliminary Right of Way Plans						
3.4.B.A - Legend Sheet		X				Med Hours: 1 Sheet
3.4.B.B - Centerline Survey Plat		X				High Hours: 1 Sheet for entire project Intersection with centerline of right of way and the construction centerline.
3.4.B.C - Property Map		X				High Hours: 1 Sheet for Sheets 10 thru 13
3.4.B.D - Summary of Additional Right of Way		X				Low Hours: 1 Sheet 7 Owners
3.4.B.E - Detailed ROW Plan Sheets		X				High Hours: 4 Sheets
3.4.B.G - Legal Descriptions and Closure Calculations		X				Low Hours: 8 Legal Descriptions
3.4.B.I - Field Review		X				High Hours: Time and expense to perform field reivew and make revisions to plans.
3.4.C - Final Right of Way Plans						
3.4.C.A - Final Right of Way Plans		X				Med Hours: Make reviewions from ODOT\City of Perrysburg comments. 14 Detail Sheets
3.4.C.B - Field Review & Verify Property Owners		X				Med Hours: Time and expense to perform field reivew, confirm owners, and make revisions to plans.
3.4.C.C - Record Centerline Plat and all appropriate documents		X				Time and expense to record centerline plat at the Wood County Recorders Office
3.4.C.D - Set R/W Pins after acquisition		X				Low Hours: Time and expense to set right of way pins after acquisition.

TO:	Mayor Mackin President Fuller Members of City Council
FROM:	Timothy W. Effler, Law Director
RE:	Resolution 27-2024
DATE:	February 16, 2024

Subject Matter/Background

On April 4, 2023, the City of Perrysburg, Ohio passed Resolution 38-2023 authorizing the Mayor and Director of Finance to enter into an agreement with Perrysburg Township to perform the resurfacing of Lake Vue Drive and for each to share the cost of that work in proportion to the amount of the roadway that sits within their respective borders.

The breakdown of the estimated construction cost and cost sharing in the initial Exhibit contained an error pertaining to location of the border between the Township and the City and after remedying the error, the City's portion of the resurfacing of Lake Vue Drive increased to Fifty-Eight Thousand Four Hundred Forty-Eight Dollars and Thirty-Five Cents ($58,448.35).

This Resolutions authorizes this amendment to the original Resolution authorizing the Mayor and Director of Finance to enter into an amended Agreement with Perrysburg Township in the amount of Fifty-Eight Thousand Four Hundred Forty-Eight Dollars and Thirty-Five Cents ($58,448.35).

Financial Review

Account: 4403-11755-55999

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 27-2024

A RESOLUTION AMENDING RESOLUTION 38-2023 AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PERRYSBURG AND PERRYSBURG TOWNSHIP FOR THE RESURFACING OF LAKE VUE DRIVE IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS ($58,448.35) AND DECLARING AN EMERGENCY

WHEREAS, on April 4, 2023, the City of Perrysburg, Ohio passed Resolution 38-2023 authorizing the Mayor and Director of Finance to enter into an agreement with Perrysburg Township to perform the resurfacing of Lake Vue Drive and for each to share the cost of that work in proportion to the amount of the roadway that sits within their respective borders; and,

WHEREAS, the breakdown of the estimated construction cost and cost sharing in the initial Exhibit contained an error pertaining to location of the border between the Township and the City; and,

WHEREAS, after remedying the error, the City's portion of the resurfacing of Lake Vue Drive increased to Fifty-Eight Thousand Four Hundred Forty-Eight Dollars and Thirty-Five Cents ($58,448.35); 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 this amendment to the original Resolution authorizing the Mayor and Director of Finance to enter into an amended Agreement with Perrysburg Township in the amount of Fifty-Eight Thousand Four Hundred Forty-Eight Dollars and Thirty-Five Cents ($58,448.35); as represented in Exhibit A.

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

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Perrysburg, Wood County, Ohio, as the construction is completed and timely payment is necessary, 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

Estimate of Construction Cost

(By Public Bidding and Letting)

for

Lakevue Drive (Final Costs)

US Route 20 to City of Perrysburg Corporation Limits

For Perrysburg Township Trustees

Prepared By: Wood County Engineer's Office
Date: 11/30/2023

Length = 0.46 mi
Average Width = 26 ft

Item	Description	Quantity	Unit	Unit Price	Item Cost
	Pavement				
203	Pavement Repair (Full Depth Removal/6" 301)	0	SY	$35.00	$0.00
254	Pavement Planing (Mill Butt Joint) (At Ends and Intersections)	7092	SY	$1.75	$12,411.00
301	Asphalt Concrete Base, PG64-22 (6")	0	CY	$135.00	$0.00
407	Tack Coat (0.08 Gal / SY)	1122	Gal	$2.40	$2,692.80
441	Asphalt Concrete Surface Course, Type 1 (448) (1.25") PG64-22	243	CY	$174.00	$42,282.00
441	Asphalt Concrete Intermediate Course, Type 2 (449) (1.50" Min) (Leveling)	341	CY	$159.00	$54,219.00
411	Stabilized Crushed Aggregate (2"x 2' Wide)	49	CY	$60.00	$2,940.00
611	Mahhole Adjusted to Grade (With Concrete Collar)	0	Each	$1,500.00	$0.00
SP	Asphalt Rejuvenating Agent, APP			$1.00	$0.00
	Pavement Markings				
642	Center Line, Type 1	0.46	Mile	$725.00	$333.50
642	Edge Line, 4 inch, Type 1	0.76	Mile	$625.00	$475.00
	General				
614	Maintaining Traffic	1	Lump Sum	$1,600.00	$1,600.00
623	Construction Layout Stakes	1	Lump Sum	$0.00	$0.00
624	Mobilization	1	lump sum	$3,600.00	$3,600.00
				Total Construction Cost =	$120,553.30

Notes: 1) total construction costs as follows:
Perrysburg Twp = $62,084.95
City of Perrysburg = $58,448.35
Total = $120,533.30

TO: Mayor Mackin
President Fuller
Members of City Council

FROM: Timothy W. Effler, Law Director

RE: Resolution 28-2024

DATE: February 16, 2024

Subject Matter/Background

On June 29, 2023, The City of Perrysburg entered into an agreement with CT Consulting, Inc. to provide construction quality control testing and inspection services for the 2023 road resurfacing project. That agreement was for Fourteen Thousand Seven Hundred Eighty Dollars and Zero Cents ($14,780.00). During the project, additional quality control testing and inspection services were found necessary to complete the project causing the City to incur additional expenses of Thirteen Thousand Three Hundred Eighty-Three Dollars and Fifty Cents (13,383.50).

This Resolution authorizes an amendment to the original Agreement and authorizes the Mayor and Director of Finance to execute an Amended Agreement with CT Consultants, Inc. in an amount not to exceed Twenty-Eight Thousand One Hundred Sixty-Three Dollars and Fifty Cents ($28,163.50).

Financial Review

Account: 2223-71545-55700

Legal Review

This legislation has been reviewed and is appropriately before you.

Recommendation

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

RESOLUTION 28-2024

A RESOLUTION RATIFYING CERTAIN WORK PERFORMED AND AUTHORIZING A CHANGE ORDER IN CONNECTION WITH THE 2023 ROAD RESURFACING MATERIAL TESTING AGREEMENT WITH CT CONSULTANTS, INC. IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND FIFTY CENTS ($28,163.50); AND DECLARING AN EMERGENCY

WHEREAS, on June 29, 2023, The City of Perrysburg entered into an agreement with CT Consulting, Inc. to provide construction quality control testing and inspection services for the 2023 road resurfacing project; and,

WHEREAS, that agreement was for Fourteen Thousand Seven Hundred Eighty Dollars and Zero Cents ($14,780.00); and,

WHEREAS, during the project, additional quality control testing and inspection services were found necessary to complete the project; and,

WHEREAS, the Department of Public Service would like to amend the initial Agreement to add an additional Thirteen Thousand Three Hundred Eighty-Three Dollars and Fifty Cents (13,383.50), for a total project cost not to exceed Twenty-Eight Thousand One Hundred Sixty-Three Dollars and Fifty Cents ($28,163.50); and,

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

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

SECTION 1. City Council authorizes this amendment to the original Agreement and authorizes the Mayor and Director of Finance to execute an Amended Agreement with CT Consultants, Inc. in an amount not to exceed Twenty-Eight Thousand One Hundred Sixty-Three Dollars and Fifty Cents ($28,163.50); as set forth in the Agreement and Change Order attached hereto and incorporated herein as Exhibits A and B.

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

CT consultants
engineers • architects • planners

1915 North 12th Street
Toledo, Ohio 43604-5305
T 419-241-4440

CHANGE ORDER #1

Client Name: City of Perrysburg

Project Name: 2023 Resurfacing Material Testing Project No.: 231545

Contract Title: Construction Materials Testing & Inspection Date: 1/22/2024

Description of Change:

Our initial proposal #231545 dated June 21, 2023 for the material testing and inspection services for 2023 Resurfacing Material Testing was estimated for $14,780.00. CT is requesting to add an additional $13,383.50 to cover work completed up through December 31, 2023. This will bring the total cost to $28,163.50.

Fee Impact:

☒ Increase in contract amount required for Construction Material Testing Services $ 13,383.50

The undersigned Client approves this Change Order in all respects noted above. CT agrees to furnish labor and materials necessary to complete the work of said Change Order. This document shall become a supplement to the contract and all provisions will apply hereto.

______________________________ 1/22/2024
CT Consultants, Inc. Representative Date

______________________________ ______________
Client Representative Date

CT consultants
engineers • architects • planners

June 21, 2023 CT Proposal No. 231545

Mr. Tom Haar, P.E.
City of Perrysburg
127 West Fifth Street
Perrysburg, Ohio 43551

RE: Construction Quality Control Testing and Inspection Services
2023 Resurfacing Material Testing
Perrysburg, Ohio

Dear Mr. Haar:

CT Consultants, Inc. (CT) is pleased to submit this confirming proposal for testing services for the above referenced project. It is our understanding that the services required will consist of testing, and asphalt lab testing We understand these services will be performed as directed by representatives of the City of Perrysburg. We propose to perform the required testing on a unit fee basis in accordance with the attached fee schedule. We have also prepared the following estimate of **$14,780.00** based on discussion with Mr. Tom Haar of the City of Perrysburg. ***It should be noted that this is an estimate and the actual cost will be based on the actual time and material quantities required.***

Please refer to the Agreement for Services form, which is attached to this proposal. If you concur with our Terms and Conditions, and wish to retain us to provide services, please execute the attached copy of the Agreement form and return one copy to our office. If you choose to accept this proposal by issuing a purchase order, then please specifically reference this proposal number and date.

If you have any questions concerning this proposal or our scope of services, please feel free to contact us.

Respectfully submitted,

CT Consultants, Inc.

Jacob B. Musselman
Project Manager

John H. Rust III
Market Leader/General Manager

T:\Projects\231545 - 2023 Resurfacing Material Testing - Perrysburg OH - City of Perrysburg\Proposal-Contract-Admin\Proposal\231545 2023 Resurfacing Material Testing - Perrysburg, Ohio - City of Perrysburg.doc

CT FEE SCHEDULE

Testing and Inspection Services

Soils, concrete field and batch plant, asphalt site, windsor probe, cylinder pickup and material sampling

Engineering technician, normal eight (8) hour work day, per hour	$	69.00
Over normal eight (8) hour day and Saturday work, per hour	$	86.00
Sunday work, per hour	$	102.00
Holiday work, per hour	$	136.00

Time will be charged portal to portal with a four (4) hour minimum per trip with the exception of cylinder pickup and material sampling which will be a one (1) hour minimum per trip.

Coring asphalt/concrete using a thin-walled diamond core barrel

with a two-man crew during a normal eight (8) hour day, per hour	$	184.00
Over normal eight (8) hour day and all Saturday work, per hour	$	229.00
Sunday work, per hour	$	276.00
Holiday work, per hour	$	367.00

Time will be charged portal to portal with a four (4) hour minimum per trip.

Inspection Services

Asphalt plant, masonry, caissons, fireproofing, floor flatness, pilings

Engineering technician, normal eight (8) hour work day, per hour	$	78.00
Over normal eight (8) hour day and Saturday work, per hour	$	98.00
Sunday work, per hour	$	117.00
Holiday work, per hour	$	155.00

Steel field, fabrication shop, weld, magnetic particle, ultrasonic

Engineering technician, normal eight (8) hour work day, per hour	$	102.00
Over normal eight (8) hour day and Saturday work, per hour	$	127.00
Sunday work, per hour	$	153.00
Holiday work, per hour	$	204.00

Time will be charged portal to portal with a four (4) hour minimum per trip with the exception of cylinder pickup and material sampling which will be a one (1) hour minimum per trip.

CT FEE SCHEDULE

Engineering and Consulting Services

CAD Operator/Draftsperson, per hour	$	64.00
Engineer 3, per hour	$	117.00
Engineer 5, per hour	$	155.00
Senior Professional Engineer, per hour	$	224.00

Time outside of a normal eight (8) hour work day will be charged at a rate of 1.25 times the base rate. Typically, one hour of engineering time is required for each eight hours of field technician time for report review and project consultation.

Laboratory Testing

Atterberg Limits - liquid limits, plastic limits, plasticity index (ASTM D4318), each	$	90.00
Clay Lumps and Friable Particles (ASTM C142), each	$	141.00
Compressive Strength Testing (includes curing, testing or holding):		
Concrete Test Cylinder (ASTM C39), each	$	28.00
Concrete Core (ASTM C42), each	$	48.00
Grout Prism (ASTM C1019), each	$	28.00
Masonry Prism (ASTM C1314), each	$	66.00
Mortar/Grout Cube (ASTM C109), each	$	28.00
Density of Asphalt Mix (Marshall) (ASTM D6926), each	$	231.00
Deleterious and Objectionable Particles in Aggregate (MTM 110), each	$	105.00
Direct Shear (3-point test) (ASTM D3080), each	$	636.00
Extraction/Gradation of Asphalt Mixtures (ASTM D2172), each	$	207.00
Fireproofing Density Test, each	$	90.00
Flat and Elongated Particles in Coarse Aggregate (ASTM D4791), each	$	141.00
Flexural Tests on Molded Concrete Beams (ASTM C78 or ASTM C293), each	$	42.00

CT FEE SCHEDULE

Laboratory Testing (continued)

Fractured Faces of Coarse Aggregate (ASTM D5821), each	$	105.00
Lightweight Particle Analysis (ASTM C123), each	$	195.00
Los Angeles Abrasion (ASTM C131), each	$	312.00
Maximum Specific Gravity of Bituminous Paving Mixtures (ASTM D2041), each	$	118.00
Moisture Content Determination with Visual Classification (ASTM D2216), each	$	18.00
Moisture-Density Relationship Curve for soil (Standard – ASTM D698 and Modified Proctor – ASTM D1557), each	$	269.00
Organic Content by Loss-on-Ignition (ASTM D2974), each	$	63.00
Organic Impurities of Sand (ASTM C40), each	$	50.00
Particle Size Analysis with Hydrometer (ASTM D7928), each	$	154.00
pH Determination (ASTM D4972), each	$	35.00
Portland Cement Concrete Mix Design (ACI 211), each	$	727.00
Sieve Analysis (ASTM C136 only), each	$	90.00
Sieve Analysis with Loss by Washing (ASTM C136 and ASTM C117), each	$	123.00
Sodium Sulfate Soundness, 5 cycle (ASTM C88), each	$	337.00
Soil Box Resistivity (ASTM G178), each	$	162.00
Specific Gravity and Absorption of Aggregate (ASTM C127 and ASTM C128), each	$	66.00
Specific Gravity (Density) of Asphalt Sample (ASTM D2726), each	$	42.00
Unit Weight and Void in Coarse Aggregate (ASTM C29), each	$	107.00

CT FEE SCHEDULE

Testing Equipment

FACE Floor Profiler, per day	$	171.00
Mileage to and from the project, per mile	$	1.00
Moisture kits for concrete vapor moisture emission, each	$	35.00
Nuclear Moisture-Density gauge for testing soil or asphalt compaction, per day	$	54.00
Portable Coring Rig, per day	$	117.00
Hydraulic Ram, per day	$	159.00
Windsor Probe testing of hardened concrete, each (plus technician's time)	$	85.00

This is a partial list of our services. If you require a price for services not listed, please contact us.

AGREEMENT FOR SERVICES

THIS AGREEMENT is by and between

City of Perrysburg

127 West Fifth Street

Perrysburg, Ohio 43551

hereinafter called **CLIENT** and CT Consultants, Inc., hereinafter called **CT** who agree as follows:

DECLARATIONS. **CLIENT** desires to engage **CT** to provide services as described in **CT** Proposal No. 231545 dated June 21, 2023 a copy of which is attached hereto, and along with the **TERMS AND CONDITIONS**, which appear on the next page, are made a part of this **AGREEMENT**.

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

P.O. No. 2023-00598

For **CLIENT**, By Thomas G. Mackin
Signature

Amber L. Rathburn
Amber L. Rathburn, Director of Finance

Thomas G. Mackin
Name

Timothy W. Effler, Law Director

Mayor
Title

EXECUTED THIS 29th DAY OF June , 20 23

For **CT** Consultants, Inc., By
Signature

John H. Rust III
Name

Market Leader/General Manager
Title

EXECUTED THIS 21st DAY OF June, 2023

Please sign one copy of this agreement and return it to CT.

CT consultants
engineers • architects • planners

TERMS AND CONDITIONS - SCHEDULE A

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

1. Scope; Standards. CT shall provide the services described on the attached document in accordance with generally accepted industry standards.

2. Pricing. Prices quoted by CT are subject to change if not accepted by Client within sixty (60) days of the date of quotation or if the work is not commenced (through no fault of CT) within sixty (60) days of the date of acceptance of such quotation.

3. Invoicing. Please advise CT if your company accepts vendor invoicing by email only; and if so, the preferred email address to submit our invoices to.

4. Payment. CT invoices shall be paid within thirty (30) days of invoice date. Amounts unpaid when due shall bear interest at the rate of one percent (1.0%) per month, compounded monthly, until paid.

5. Work Product. Reports and results of CT services are rendered for the exclusive use of Client, but at all times remain the property of CT. The Client shall not advertise, publish or otherwise communicate CT's work product to any third party without the prior written approval of an officer of CT.

6. Legal Proceedings. If CT work product is to be used in any legal proceeding, CT shall charge and Client shall pay all CT expenses together with then applicable CT hourly rates for any court appearance, deposition, affidavit or the like by any CT personnel. Preparation time shall also be billed and paid at such rates.

7. Adversarial Proceedings. In the event that CT is ordered or subpoenaed to produce documents or testify on behalf of a third party, CT shall so advise Client, whenever possible. Client may then determine whether it wishes to contest the subpoena or order.

8. WARRANTY DISCLAIMER. OTHER THAN ITS COMMITMENT TO PERFORM SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS, CT MAKES NO WARRANTY WHATSOEVER. CT MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

9. Limitation of Liability. In no event will CT's liability to Client, or to third parties claiming through Client (including, without limitation, Client's insurers) exceed $50,000 regardless of the legal theory upon which a claim may be based, including contract, warranty, tort and indemnification. Without limiting the generality of the foregoing, this limitation is applicable to loss, destruction, or damage to Client property while in the possession or control of CT. In no event will CT be liable to Client or to third parties claiming through Client (including Client's insurers) for any incidental or consequential damages whatsoever regardless of the legal theory upon which a claim may be based.

10. Samples. In the event that CT services involve test samples, such samples will be obtained with reasonable care and preserved for a period of thirty (30) days. CT reports relative to samples are applicable only to the specific samples tested and only depict conditions at the specific location of the test.

11. Non-Poaching. During the term of this Agreement and for a period of 24 months thereafter, Client may not, directly or indirectly, solicit, employ, or otherwise engage as an employee, independent contractor, or other provider of services, any person who is or was an employee or contractor of CT within the preceding 12 months, or in any manner induce or attempt to induce any current employee of CT to terminate an employment relationship with CT.

12. Governing Law. This agreement and all transactions relating hereto shall be governed by the laws of the State of Ohio.

13. Entire Agreement. This proposal constitutes the entire agreement between CT and Client regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be amended or altered only in a writing signed by both parties.

Revision January 2023