



JOINT UTILITIES, EQUIPMENT, BUILDINGS & GROUNDS &  
FINANCE COMMITTEE  
AGENDA

March 27, 2026 8:30 AM

Dan Wimmers (Chair), Mark Mockensturm, Darren Moore  
Mark Mockensturm (Chair), Heather Phillips, Wendy Greeley

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- I. Call to Order
- II. Citizen Comments
- III. Service Department Roof – Tony Pauly
- IV. White Field Soil Sampling – Verdantas & John Hull
- V. Hardman Field
- VI. Cybersecurity
- VII. Redevelopment Project
- VIII. Adjournment

Public comments are limited to three (3) minutes per speaker, unless extended by the Mayor or Council. Comment is permitted only during designated citizen comment periods on the agenda.

Individuals wishing to speak must sign in prior to the meeting, providing: Name; Address; Affiliation (if applicable); Topic of comment

Council and staff will generally not respond during public comments, but limited responses may be given at the Presiding Officer's discretion. The Presiding Officer may limit repetitive comments on a single topic after 30 minutes, provided viewpoints are not restricted based on content.

The full and complete public comment policy is set forth in Section IV of the Rules of Council.

**Pauly Construction Company**

661 Brahier Lane  
Maumee, OH 43537  
419.349.0840  
[trpauly@yahoo.com](mailto:trpauly@yahoo.com)



**PROPOSAL**

TO:	WORK TO BE PERFORMED AT:	DATE:
April McDonald 2125 Richards Rd Ottawa Hills, OH	Maintenance Building 2125 Richards Rd Ottawa Hills, OH	12/16/2025

WE HEREBY PURPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

Repair roof and roof coating

AREA BELOW FOR ADDITIONAL DESCRIPTION AND/OR DRAWINGS:

- Repair roof of delaminating areas
- Flash coat areas of glue failure (seams, drains, etc.)
- Recaulk stone cap
- Acid wash for best adhesion
- Coat roof with High Solid Silicone Uniflex
- Dumpster rental
- Lift rental
- (Customer supplies water)

All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: \$ 36,860.75. With payments to be as follows: 30% down, 30% after roof repair and remainder due upon completion.

Any alteration and deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, strikes, accidents, or delays beyond our control.

*This proposal may be withdrawn by us if not accepted within:      days.*

Respectfully Submitted: 


**THE HOLT ROOFING CO.,INC.**

3947 Funston St. P.O. Box 6678  
 Toledo, Ohio 43612-0678  
 (419) 478-2900 \* (419) 478-5551

# PROPOSAL

No. 32825

Page 1 of 1

To: Village of Ottawa Hills- Greg Teid  
 2125 Richards Rd.  
 Ottawa Hills, OH 43606

Job Name: Village of Ottawa Hills-Maintenance Area  
 Location: 2125 Richards Rd.  
 Ottawa Hills, Ohio 43606  
 Phone: 419-350-6569 Date: 8/1/2025

Please consider the following proposal for the installation of a new roof over the Maintenance 2 Areas.

1. Setup all safety equipment as per OSHA requirements.
2. Remove the existing layers of roofing materials; Inspect the roof deck (Due to unknown conditions, any repairs needed will be completed at an ADDITIONAL charge.
3. Install 2- layers of (2.6") ISO 95+ Insulation Board (with R-Value of 30) using screws and plates as per manufacturer's specifications. (Ohio's New Energy Code).
4. Install taper insulation on inside wall where drains are.
5. Install Fully adhere Black EPDM (.060) mil thick rubber roofing membrane to the insulation board as per manufacturer's specifications.
6. All parapet walls and flashings to be covered with the same material as per manufacturer's specifications.
7. Install Term bar on all walls under the cap stones and seal.
8. Clean up any roofing or related debris, and haul away.
9. Furnish manufacturers' (25) year NON-Prorated Material AND Labor (NDL System) Warranty,

(BEST) MATERIAL & LABOR----- \$74,614.00 Fully Adhered Rubber-(25 year warranty) Recommend

(BETTER) MATERIAL & LABOR----- \$72,876.00 Fully Adhered White TPO (20 year warranty)

(GOOD ) MATERIAL & LABOR----- \$70,959.00 Mechanically Attached System TPO(20 year warranty)

OPTION: Remove cap stones and install wood nailer to attach a shop fabricated 24 gauge "Kynar" finished coping metal (3-4" face) along the perimeter and flash in as per manufacturer's specifications in your choice of color, Black, White or Dark Bronze.

ADDITIONAL----- \$8,670.00 (Recommended)

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with these specifications, for the sum of

See above.....

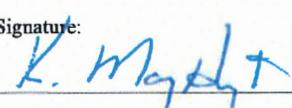
**Payable as follows: 1/3 Down, With Balance Due Upon Completion**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices, which does not include evaluation of existing conditions not specified above. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Not responsible for any existing defects of any kind. Any claim for defective materials or workmanship must be made by owner in writing to contractor within sixty days after owner becomes aware or should be aware of any claims regarding materials or workmanship. Any suit seeking damages of any kind must be served on contractor 180 days after the above notice is provided. If any material or work is determined by Holt to be defective, Holt will either repair or replace defective material or workmanship or refund the labor or material prices applicable to the defective material or workmanship. This is the sole remedy available to you for defective materials or workmanship. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

**Acceptance of proposal-** The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_ Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Mr. Kelly Mayhugh

Signature: 

Note: This proposal may be withdrawn by us if not accepted within 15 days.

#Name?

# Village of Ottawa Hills 2125 Richards Rd.

Build ISO RUSTIC 4 THICK  
PIPE ROOF





**Lengacher Commercial Company LLC**  
 6918 Bruick Road  
 New Haven, IN 46774  
 Phone: (260) 385-9100

03/23/2026  
 Claim Information

**Company Representative**  
 Jonas Lengacher  
 Phone: (260) 385-9114  
 jone94946@gmail.com

**Alicia Holdren**  
**Village Of Ottawa Hills**  
 2125 Richards Road  
 Toledo, OH 43606  
 (419) 536-1111

Job: Alicia Holdren

**Commercial Roofing Section**

**Duro-Last PVC Membrane Full Scope of Work (5800 Sq Ft)**

- Provide pre-construction coordination with install team and provide all plans & drawings necessary to coordinate installations fully
- Coordination and supervision during install and attendance at progress meeting as required
- Coordinate roof safety plan
- Remove existing EPDM and 1" ISO Board down to original Tar Gravel Roof
- Prepare Substrate to manufacturers Spec book
- Install mechanically fastened 1.5" Insulation Board
- Install mechanically fastened Duro-Tuff 50 mil White membrane (Upgrade Available See Upgrades)
- Install new DL Prefabricated parapets membrane
- Install DL Prefabricated curb flashing to all curbs
- Install DL Prefabricated stack flashing
- Install new termination Bar as needed
- Install new DL drain boots/flashing
- Install new DL drain strainers
- Install wood blocking as needed for metal trim
- Install new hidden fastener 26 G Kynar finish metal parapet coping
- Install new counter flashing at termination to masonry
- Install new slip sheets (friction guard) under HVAC unit supports
- Install Duro-last Roof System with approved materials & installation processes designed by Duro-last engineering
- Provide 15-year Manufacturers WATERTIGHT NDL Labor and Materials Warranty (See Attachment)

**ATERNATES**

- ALTERNATE #1- 20-year Manufacturers WATERTIGHT NDL Labor and Materials Warranty for =\$1,160.00
- ALTERNATE #2- Upgrade to a 60 mil Membrane for =\$1,450.00

**EXCLUSIONS**

- Structural Repair
- HVAC plumbing and electrical
- Engineer drawings

**SYSTEM PROCESS**

- Roof system to be engineered by Duro-Last Professional Engineers at no additional cost for proper design and high wind protection
- Pre & After Job inspection to be executed by a Duro-last Inspector to ensure that all aspects of the roof are complete to manufactures Specs
- 15-year Manufacturers NDL Labor and Materials Warranty
- All products in roof system are covered under the warranty

<b>TOTAL</b>	<b>\$62,324.39</b>
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Starting at **\$538/month** with **Acorn FINANCE** • [APPLY](#)

**TERMS AND PROVISIONS**

These Terms and Provisions (this "Agreement") are entered into between Lengacher Construction Co. LLC ("Contractor") and Owner (together the "Parties", and each, a "Party").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **PERFORMANCE:** Contractor agrees to perform all work necessary to complete the construction of the Project as may be more fully detailed in the scope of work, specifications, construction drawings, and/or addendums, in a good and workmanlike manner and according to the terms and conditions of this Agreement.
2. **ADDITIONAL PERFORMANCE:** Contractor will furnish all permits, labor, materials, equipment, apparatus, tools, transportation and services necessary for, and incidental to, proper installation and completion of Contractor's scope of work on the Project, unless specifically excluded. Contractor agrees to keep the work premises free of waste material and rubbish caused by its work or that of his/her subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all his/her tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.
3. **CHANGE ORDERS AND EXTRA WORK:** Any work to be done outside the Scope of Work or any modifications to the specifications or construction drawings will be considered a Change Order and must be agreed upon and signed by Contractor and Owner. The Completion of Work date referenced in Paragraph 4 below shall be adjusted accordingly. Work or expenses necessitated as a result of Contractor encountering conditions at the project side which are (a) subsurface or otherwise concealed conditions which differ materially from those indicated in Scope of Work, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the Scope of Work, shall be deemed extra work and shall be paid for by Owner. Contractor shall not be required to perform any extra work without prior written authorization of Owner. Signed change orders shall be incorporated into and become a part of the Contract.
4. **START AND COMPLETION OF WORK:** The work to be performed under this Construction Contract shall commence the earlier of , or approximately 45 days after obtaining all required building permits, construction drawings (if applicable), other material selections by Owner, architectural approval and loan approval (if applicable), and all agreed upon funds are paid to Contractor. The Contractor shall complete the work on or before , subject to Paragraphs 3 and 6
5. **CANCELLATION OR SUSPENSION:** Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this Contract is not made when due, Contractor shall provide Owner notice, and may keep the project idle until such time as all payments due have been made. The Contractor may terminate this Contract and cease all remaining duties hereunder if (1) Owner before the construction project is complete, files a petition for bankruptcy protection; (2) the appointment of a receiver occurs; (3) the Owner's lender initiates a foreclosure against the Project; or (4) the Contractor receives any other information indicating that the Owner will be unable to satisfy the Construction Contract price.
6. **PERMISSIBLE DELAYS:** Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by Acts of God, inclement weather, Acts or Omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.
7. **INSURANCE:** Contractor shall maintain and keep in full force and effect, during the progress of Contractor's work, worker's compensation insurance covering all of contractor's employees, general public liability insurance, property damage and coverage for materials related to project, and owners' and contractors' protective liability coverage's, which shall provide for limits in the sum of \$2,000,000.00 or more. Contractor shall keep on file all Certificates of Insurance of subcontractors. Upon request, Contractor shall supply Owner with copies of Certificates of Insurance for each sub-contractor.
8. **WARRANTY OF COVERED ITEMS AND LIMITATIONS:**
  - (a) **Warranty.**
    - (i) **Roofing Warranty:**  
For roofing projects, and for the portion of construction projects involving roofing, Contractor warrants that the workmanship will be free of certain defects that result in water penetration of the roof for the duration of the time period stated in the estimate and/or warranty document from the Warranty Commencement date, Contractor will, without charge to Owner and promptly after receipt of a written request, repair such defect in workmanship resulting in water penetration of the roof, unless specifically excluded by Paragraph 10 or warranty document: roof materials have a twenty (20) yr manufactures warranty available
    - (ii) **Construction Warranty:**  
For a period of one (1) year following the Warranty Commencement Date, excluding roofing materials and corresponding roofing workmanship which shall have the warranty period detailed above, Contractor warrants that the material and workmanship of the Work will be free of certain defects, and that to that end, Contractor will, without charge to Owner and promptly after receipt of a written request, do the following (which will be items covered by this Warranty), unless specifically excluded by Paragraph 10:  
Repair or adjust minor defects, omissions or malfunctions such as missing equipment and hardware; sticking doors, drawers and windows; dripping faucets; and other minor malfunctions.  
Repair or adjust defects in doors and windows (including hardware); electrical switches, receptacles, and fixtures; plumbing fixtures; cabinets and cabinet work; and caulking around exterior openings.  
Repair or adjust defect in material or workmanship that were not apparent on the Warranty Commence Date; or at Contractor's option, replace any item having a latent defect.
  - (b) **No Liability for Work Constructed According to Plans.** In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, by Contractor according to plans or specifications furnished to Contractor, which Contractor did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications.
  - (c) **No Liability for damages.** In the event that the Project under contract includes a roof replacement or repair, or other exterior improvements, Contractor is not responsible for damages to flowers, shrubs, trees, turf, or plants of any type and variety and/or non-plant landscaping items or materials, and also shall not be responsible for yard ruts and other damages to asphalt / concrete which is unable to withstand the weight of materials and/or vehicles.
  - (d) **No implied Warranties.** The Owner acknowledges that the Contractor has made no guarantees, warranties, understanding, nor representations (nor have any been made by any representatives of the Contractor) that are not included in the contract documents.
9. **WARRANTY COMMENCEMENT DATE:** The Warranty Commencement Date is the earliest date upon which any of the following occur: (a) The parties execute a Completion Affidavit or Agreement; (b) Owner takes possession of the Work.
10. **EXCLUSIONS FROM WARRANTY:** The following items are excluded from this Warranty: (a) defects in appliances and equipment that are covered by manufacturer's warranties; (b) damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance; (c) defects in items installed by Owner or anyone else except Contractor and Contractor's subcontractors; (d) work done by Owner or anyone else except Contractor and Contractor's subcontractors; (e) acts of God or natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones, winds of peak gust speed over 60 mph measured 35 feet above ground, and the like; (f) damage

to the roof on which the Product is applied, the structure or to property contents caused by fire, settlement, movement, distortion, warping, displacement or other failure of or damage to the Structure; (g) damage to the Product resulting from movement, cracks or openings in the roof on which the Product is applied or the roof substrate or roof deck; (h) erection, installation, or construction of any additional equipment or items on or through the Product as applied to the roof after the date of application, unless installed in a manner prescribed and accepted by Lengacher Construction Company; (i) roof maintenance for correction of conditions other than leaks; (j) penetration, vandalism, damage or attack by third parties and foreign object or agents, including animal and plant life; (k) discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere; (l) act of parties other than a Lengacher Construction Company Authorized Roofing Contractor; (m) infiltration or condensation of moisture though or around walls, copings, building structure or surrounding materials. Some states do not allow for the exclusion or limitation of liability for incidental or consequential damages. In those states, the above limitation or exclusion may not apply. This warranty provides specific legal rights and the customer may also have other rights which may vary from state to state. No action may be maintained to enforce this warranty unless such claim or dispute is first submitted to mediation before a mutually acceptable mediator.

11. ATTORNEY'S FEES: In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

12. CONTRACTOR'S PAYMENT OF LABORERS AND SUPPLIERS: Contractor agrees that it will fully pay, when due, all bills for material furnished and all wages and compensations due or to become due to each and every employee or laborer who may be employed by it on the job herein described and will preserve the real estate on which said improvements are erected, and all buildings and structures of every kind thereon, completely free from liens for materials furnished by Contractor or those employed by it for work done pursuant to the terms of this contract.

13. ENTIRE AGREEMENT. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

14. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. WAIVER. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. CHOICE OF LAW. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Indiana.

18. CHOICE OF FORUM. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions in any forum other than the Allen County, Indiana, Superior/Circuit Court or US District Court for the Northern District of Indiana, and any appellate court from any thereof.

Customer, upon failure to pay balance when due shall be liable for all expenses incurred in collection of said balance, including but not limited to attorney's fees and court costs. Net 30 days unless otherwise specified. Customer shall pay interest on all late payments at the rate of 1.5% per month compounded monthly. This Agreement shall include the above terms and conditions as well as those set forth on the reverse hereof.

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



**Lengacher Commercial Company LLC**  
 6918 Bruick Road  
 New Haven, IN 46774  
 Phone: (260) 385-9100

03/23/2026  
 Claim Information

**Company Representative**  
 Jonas Lengacher  
 Phone: (260) 385-9114  
 jone94946@gmail.com

**Alicia Holdren**  
**Village Of Ottawa Hills**  
 2125 Richards Road  
 Toledo, OH 43606  
 (419) 536-1111

Job: Alicia Holdren

**Commercial Roofing Section Duro-Last PVC Membrane**

**Duro-Last PVC Membrane Full Scope of Work (5800 Sq Ft)**

- Provide pre-construction coordination with install team and provide all plans & drawings necessary to coordinate installations fully
- Coordination and supervision during install and attendance at progress meeting as required
- Coordinate roof safety plan
- Remove and dispose of existing roofing down to decking
- Repair decking as needed at \$5 per sq ft (250 Sq Ft Included)
- Prepare Substrate to manufacturers Spec book
- Install mechanically fastened 2 layers of 2.5" Insulation Board for R value of 30 per Ohio code
- Install tapered cricket system between Drains to direct water to drains and minimize ponding water areas
- Install mechanically fastened Duro-Tuff 50 mil White membrane
- Install new DL Prefabricated parapets membrane
- Install DL Prefabricated curb flashing to all curbs
- Install DL Prefabricated stack flashing
- Install new termination Bar as needed
- Install new DL drain boots/flashing
- Install new DL drain strainers
- Install wood blocking as needed for metal trim
- Install new 26G Kynar finish metal parapet coping
- Install new counter flashing at termination to masonry
- Install new slip sheets (friction guard) under HVAC unit supports
- Install Duro-last Roof System with approved materials & installation processes designed by Duro-last engineering
- Provide 15-year Manufacturers WATERTIGHT NDL Labor and Materials Warranty (See Attachment)

**ATERNATES**

- ALTERNATE #1- 20-year Manufacturers WATERTIGHT NDL Labor and Materials Warranty for \$0.20 per sq ft \$1,160.00
- ALTERNATE #2- Upgrade to a 60 mil Membrane for \$1,450.00

**EXCLUSIONS**

- Structural Repair
- HVAC plumbing and electrical
- Engineer drawings

**SYSTEM PROCESS**

- Roof system to be engineered by Duro-Last Professional Engineers at no additional cost for proper design and high wind protection
- Pre & After Job inspection to be executed by a Duro-last Inspector to ensure that all aspects of the roof are complete to manufactures Specs
- 15-year Manufacturers NDL Labor and Materials Warranty
- All products in roof system are covered under the warranty

<b>TOTAL</b>	<b>\$89,683.33</b>
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Starting at **\$775/month** with **Acorn FINANCE** • [APPLY](#)

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2. **ADDITIONAL PERFORMANCE:** Contractor will furnish all permits, labor, materials, equipment, apparatus, tools, transportation and services necessary for, and incidental to, proper installation and completion of Contractor's scope of work on the Project, unless specifically excluded. Contractor agrees to keep the work premises free of waste material and rubbish caused by its work or that of his/her subcontractors. Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all his/her tools, equipment, machinery, and surplus materials. Contractor agrees, on terminating its work at the site, to conduct general clean-up operations.
3. **CHANGE ORDERS AND EXTRA WORK:** Any work to be done outside the Scope of Work or any modifications to the specifications or construction drawings will be considered a Change Order and must be agreed upon and signed by Contractor and Owner. The Completion of Work date referenced in Paragraph 4 below shall be adjusted accordingly. Work or expenses necessitated as a result of Contractor encountering conditions at the project side which are (a) subsurface or otherwise concealed conditions which differ materially from those indicated in Scope of Work, or (b) are unusual and differ materially from those ordinarily encountered on construction activities of the kind described in the Scope of Work, shall be deemed extra work and shall be paid for by Owner. Contractor shall not be required to perform any extra work without prior written authorization of Owner. Signed change orders shall be incorporated into and become a part of the Contract
4. **START AND COMPLETION OF WORK:** The work to be performed under this Construction Contract shall commence the earlier of , or approximately 45 days after obtaining all required building permits, construction drawings (if applicable), other material selections by Owner, architectural approval and loan approval (if applicable), and all agreed upon funds are paid to Contractor. The Contractor shall complete the work on or before , subject to Paragraphs 3 and 6
5. **CANCELLATION OR SUSPENSION:** Contractor shall have the right to stop work if any payment, including any payment for extra work, is not made to Contractor as agreed in this Contract. If any payment required under this Contract is not made when due, Contractor shall provide Owner notice, and may keep the project idle until such time as all payments due have been made. The Contractor may terminate this Contract and cease all remaining duties hereunder if (1) Owner before the construction project is complete, files a petition for bankruptcy protection; (2) the appointment of a receiver occurs; (3) the Owner's lender initiates a foreclosure against the Project; or (4) the Contractor receives any other information indicating that the Owner will be unable to satisfy the Construction Contract price.
6. **PERMISSIBLE DELAYS:** Contractor shall be excused from any delay in the completion of the work to be performed under this Contract caused by Acts of god, inclement weather, Acts or Omissions of Owner or of Owner's agents, employees or independent contractors, material shortages, strikes or other labor troubles, acts of public utilities, acts of public bodies or inspectors (unless related to defects in Contractor's performance), extra work, changes requested by Owner, failure by Owner to make payments promptly, or other circumstances or contingencies unforeseen by Contractor and beyond Contractor's reasonable control.
7. **INSURANCE:** Contractor shall maintain and keep in full force and effect, during the progress of Contractor's work, worker's compensation insurance covering all of contractor's employees, general public liability insurance, property damage and coverage for materials related to project, and owners' and contractors' protective liability coverage's, which shall provide for limits in the sum of \$2,000,000.00 or more. Contractor shall keep on file all Certificates of Insurance of subcontractors. Upon request, Contractor shall supply Owner with copies of Certificates of Insurance for each sub-contractor.
8. **WARRANTY OF COVERED ITEMS AND LIMITATIONS:**
  - (a) **Warranty.**
    - (i) **Roofing Warranty:**  
For roofing projects, and for the portion of construction projects involving roofing, Contractor warrants that the workmanship will be free of certain defects that result in water penetration of the roof for the duration of the time period stated in the estimate and/or warranty document from the Warranty Commencement date, Contractor will, without charge to Owner and promptly after receipt of a written request, repair such defect in workmanship resulting in water penetration of the roof, unless specifically excluded by Paragraph 10 or warranty document: roof materials have a twenty (20) yr manufactures warranty available
    - (ii) **Construction Warranty:**  
For a period of one (1) year following the Warranty Commencement Date, excluding roofing materials and corresponding roofing workmanship which shall have the warranty period detailed above, Contractor warrants that the material and workmanship of the Work will be free of certain defects, and that to that end, Contractor will, without charge to Owner and promptly and after receipt of a written request, do the following (which will be items covered by this Warranty), unless specifically excluded by Paragraph 10:  
Repair or adjust minor defects, omissions or malfunctions such as missing equipment and hardware; sticking doors, drawers and windows; dripping faucets; and other minor malfunctions.  
Repair or adjust defects in doors and windows (including hardware); electrical switches, receptacles, and fixtures; plumbing fixtures; cabinets and cabinet work; and caulking around exterior openings.  
Repair or adjust defect in material or workmanship that were not apparent on the Warranty Commence Date; or at Contractor's option, replace any item having a latent defect.
  - (b) **No Liability for Work Constructed According to Plans.** In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, by Contractor according to plans or specifications furnished to Contractor, which Contractor did not make or cause to be made and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications.
  - (c) **No Liability for damages.** In the event that the Project under contract includes a roof replacement or repair, or other exterior improvements, Contractor is not responsible for damages to flowers, shrubs, trees, turf, or plants of any type and variety and/or non-plant landscaping items or materials, and also shall not be responsible for yard ruts and other damages to asphalt / concrete which is unable to withstand the weight of materials and/or vehicles.
  - (d) **No implied Warranties.** The Owner acknowledges that the Contractor has made no guarantees, warranties, understanding, nor representations (nor have any been made by any representatives of the Contractor) that are not included in the contract documents.
9. **WARRANTY COMMENCEMENT DATE:** The Warranty Commencement Date is the earliest date upon which any of the following occur: (a) The parties execute a Completion Affidavit or Agreement; (b) Owner takes possession of the Work.
10. **EXCLUSIONS FROM WARRANTY:** The following items are excluded from this Warranty: (a) defects in appliances and equipment that are covered by manufacturer's warranties; (b) damage due to ordinary wear and tear, abusive use, misuse, or lack of proper maintenance; (c) defects in items installed by Owner or anyone else except Contractor and Contractor's subcontractors; (d) work done by Owner or anyone else except Contractor and Contractor's subcontractors; (e) acts of God or natural disasters, including, but not limited to, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones, winds of peak gust speed over 60 mph measured 35 feet above ground, and the like; (f) damage

to the roof on which the Product is applied, the structure or to property contents caused by fire, settlement, movement, distortion, warping, displacement or other failure of or damage to the Structure; (g) damage to the Product resulting from movement, cracks or openings in the roof on which the Product is applied or the roof substrate or roof deck; (h) erection, installation, or construction of any additional equipment or items on or through the Product as applied to the roof after the date of application, unless installed in a manner prescribed and accepted by Lengacher Construction Company; (i) roof maintenance for correction of conditions other than leaks; (j) penetration, vandalism, damage or attack by third parties and foreign object or agents, including animal and plant life; (k) discoloration or change in visual appearance due to accumulation or streaking of dirt or other airborne material deposited on the surface from the atmosphere; (l) act of parties other than a Lengacher Construction Company Authorized Roofing Contractor; (m) infiltration or condensation of moisture through or around walls, copings, building structure or surrounding materials. Some states do not allow for the exclusion or limitation of liability for incidental or consequential damages. In those states, the above limitation or exclusion may not apply. This warranty provides specific legal rights and the customer may also have other rights which may vary from state to state. No action may be maintained to enforce this warranty unless such claim or dispute is first submitted to mediation before a mutually acceptable mediator.

11. ATTORNEY'S FEES: In the event any arbitration or any action at law or in equity shall be brought on account of any breach of this Contract, or to enforce or interpret any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, which shall be fixed by the tribunal or court and be made a part of any award or judgment rendered.

12. CONTRACTOR'S PAYMENT OF LABORERS AND SUPPLIERS: Contractor agrees that it will fully pay, when due, all bills for material furnished and all wages and compensations due or to become due to each and every employee or laborer who may be employed by it on the job herein described and will preserve the real estate on which said improvements are erected, and all buildings and structures of every kind thereon, completely free from liens for materials furnished by Contractor or those employed by it for work done pursuant to the terms of this contract.

13. ENTIRE AGREEMENT. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

14. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. WAIVER. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17. CHOICE OF LAW. This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Indiana.

18. CHOICE OF FORUM. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions in any forum other than the Allen County, Indiana, Superior/Circuit Court or US District Court for the Northern District of Indiana, and any appellate court from any thereof.

Customer, upon failure to pay balance when due shall be liable for all expenses incurred in collection of said balance, including but not limited to attorney's fees and court costs. Net 30 days unless otherwise specified. Customer shall pay interest on all late payments at the rate of 1.5% per month compounded monthly. This Agreement shall include the above terms and conditions as well as those set forth on the reverse hereof.

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



# Memo

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<b>Date</b>	February 27, 2026
<b>To</b>	April McDonald – Village of Ottawa Hills
<b>From</b>	Matt Beil, CPG and Kelly Bensman, PG – Verdantas LLC
<b>Subject</b>	Summary of the Investigation Results at the Ottawa Hills Sport Fields
<b>Project</b>	Village of Ottawa Hills Sports Fields; 38152.0002

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The objective of this memorandum is to summarize the results of a field investigation for the Ottawa Hills Sport Fields conducted in 2022 and 2025/2026 located at the southwest quarter of section 31, T9S, R7E, Toledo, Lucas County, Ohio (“Site”). The results of the field investigation, including photo documentation, are discussed below.

## 1. Overview

The purpose of this field investigation is to acquire data to support future design of the proposed field restoration being completed by others. Previous investigations and findings completed by TTL Associates, Inc. (TTL) and Bowser-Morner were reviewed prior to performing the 2022 field investigation. In the 2022 investigation report, it had been hypothesized by others that frost heave moved pre-existing foreign objects and glass in the native soils/historical surficial materials up through the 12” of imported fill in one frost season at the Ottawa Hills Sports Fields. Test locations were not placed over the areas previously excavated by the TTL, Bowser-Morner investigation or the 2022 Verdantas investigation.

## 2. Field Investigation

A field investigation was completed December 9, 2025 through December 11, 2025 and January 8, 2026, at thirty-three locations as shown on Figure 1. Twenty-five locations were randomly selected. At two of the locations, four (4) off-set locations were completed approximately 5 feet to north, south, east, and west. Verdantas staff hand dug, and field screened excavated cover soils (approximately 18”x18” - by 12” in depth) to confirm the presence of foreign objects at two separate 6” depth intervals and to examine the underlying native soils for the presence of foreign objects. Foreign objects encountered were retained and labeled as to location and relative depth and the remaining soils were returned to the sample location. Test locations were field located by GPS and marked for future survey.

Activities were documented through field notes and photographs. A detailed description of the Verdantas field investigation procedures is included in Attachment A , Photographs of the foreign objects found during 2025/2026 investigation are included in Attachment B. A copy of the Verdantas Draft 2022 Investigation is provided in Attachment C.

### 3. Data Summary and Observations

Based on the field investigation performed, glass and other foreign material were identified throughout the site locations at various depths. Figure 1 illustrates the sample locations. A summary of the objects found during the investigation is provided in Table 1. Foreign objects were observed in thirteen test pits, with seven of those test pits containing glass material. In six of the test pits, foreign material was found only within the first 6" below ground surface (bgs), while two test pits contained foreign material in the first 12" bgs and three test pits contained foreign material only between the depths of 6"-12" bgs. At test locations one, five and twelve, a single piece of glass was found in the soil from 0"-6" bgs while none was found in the soil from 6"-12" bgs. At test location nineteen, more than twenty pieces of glass were found in the soil from approximately 0"-6" bgs, and twelve pieces of glass were found in the soil from 6"-12" bgs. At test location twenty-one, three pieces of glass were found in the soil from approximately 0"-6" bgs, and one piece of glass was found in the soil from 6"-12" bgs.. Similar to the previous investigations completed by TTL and Bowser-Morner, glass and other foreign materials were found throughout the Site at depths up to 12-inches bgs. In this investigation, Verdantas only observed clear glass, while brown/amber and clear colored glass were found in previous investigations. Photographs of the glass found are shown in Attachment B to show the physical characteristics of the foreign objects found. No foreign objects were encountered at the base of the imported fill in any of the twenty-five test locations.

Soil sample data collected in 2022 and 2025 were statistically evaluated to determine whether the occurrence of glass differed between sampling events within two depth intervals: 0–6 inches bgs and 6–12 inches bgs. The analysis used the project dataset of individual samples with glass piece counts by depth and year to evaluate if a statistically significant increase in glass observations occurred from year 2022 to 2025.

Statistical analyses were performed separately for each depth interval. For each year, the prevalence of glass occurrence (proportion of samples with glass present) and the 95% confidence interval (CI, Wilson method) were calculated. Differences between 2022 and 2025 were evaluated using a two-sided Fisher's Exact Test at a 0.05 significance level. The statistical analyses assume data points are statistically independent, and the analysis does not account for spatial correlation, differences in sampling density, or potential detection/observation bias between years or sample collection locations. As such, the biased sample data collected from the eight off-set locations in 2026 was excluded from the statistical evaluation.

Glass occurrence was evaluated using a presence/absence approach, where any sample containing one or more glass pieces was classified as glass present. For each depth interval and sampling year, the percentage of samples containing glass was calculated along with a 95% Wilson confidence interval, which provides a reliable range for the true occurrence rate while accounting for limited sample sizes.

Differences in glass occurrence between 2022 and 2025 were evaluated using a two-sided Fisher's Exact Test, which is appropriate for small datasets and provides a conservative assessment of whether observed differences are likely due to chance. In this analysis, the

Fisher’s Exact Test would result in a statistical significance if the p value is less than the chosen significance level standard of 0.05, which is typical for environmental work.

The following table summarizes the results of the statistical evaluations:

Depth (bgs)	Year	Sample Size (n)	Glass Present (x)	Prevalence	95% Wilson Confidence Interval	Fisher Exact Test p-value
0–6 in	2022	25	5	20.0%	8.9%–39.1%	0.345 (not statistically significant, p-value >0.05)
	2025	25	9	36.0%	20.2%–55.5%	
6–12 in	2022	25	4	16.0%	6.4%–34.7%	0.032 (statistically significant, p-value <0.05)
	2025	25	12	48.0%	30.0%–66.5%	

At the 0–6 inch soil interval, glass was present in 5 of 25 samples (20.0%) in 2022 and 9 of 25 samples (36.0%) in 2025. The Fisher’s Exact Test p result (0.345) is more than the chosen significance level standard of 0.05; indicating no statistically significant change occurred in the glass present in the 0-6 inch soil interval between years 2022 and 2025. At the 0-6 inch depth interval, although glass was observed more often in 2025, the difference is small enough that it could reasonably be explained by chance.

At the 6–12 inch soil interval, glass was present in 4 of 25 samples (16.0%) in 2022 and 12 of 25 samples (48.0%) in 2025. The Fisher’s Exact Test p result (0.032) is less than the chosen significance level standard of 0.05; therefore, a statistically significant change occurred in the glass present in the 6-12 inch soil interval between 2022 and 2025. At the 6–12 inch depth interval, the increase in glass occurrence is large enough that it is unlikely due to chance alone, indicating a meaningful change at that depth (e.g. resulting from variations in operations, grading, blending, source of imported materials, etc.).

## 4. Conclusions

The soil sample results from 2022 and 2025 were compared to indicate whether the observed differences in glass occurrence are likely due to real changes at the site or simply normal variation from sampling. At the 0–6 inch depth interval, although glass was observed more often in 2025, the difference is small enough that it could reasonably be explained by chance. At the 6–12 inch depth interval, the increase in glass occurrence is large enough that it is unlikely due to chance alone, indicating a potentially meaningful change at that depth.

**Table 1:**  
**Sample Locations**



**Sample Locations**  
 Village of Ottawa Hills Sports Fields  
 Table 1

Sample Locations	Depth (inches BGS)	Types of Material					
		Glass	Metal	Plastic	Wood	Gravel	Brick
Field 1 Sample 1	0 - 6	-	-	-	-	-	-
	6 -12	11	-	-	-	10	2
	Base Material	-	-	-	-	-	-
Field 1 Sample 1 North (offset)	0 - 6	-	-	-	-	-	-
	6 -12	2	-	-	-	11	4
	Base Material	-	-	-	-	-	-
Field 1 Sample 1 South (offset)	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	-	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 1 East (offset)	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	5	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 1 West (offset)	0 - 6	-	-	-	-	4	-
	6 -12	-	-	-	-	3	1
	Base Material	-	-	-	-	-	-
Field 1 Sample 2	0 - 6	1	-	1	1	20	-
	6 -12	1	-	-	-	4	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 3	0 - 6	-	-	-	-	2	-
	6 -12	-	-	-	-	2	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 4	0 - 6	1	-	1	-	5	-
	6 -12	5	-	-	-	4	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 5	0 - 6	-	-	-	-	11	-
	6 -12	-	-	1	-	3	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 6	0 - 6	-	-	-	-	21	-
	6 -12	1	-	-	2	18	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 7	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	-	-
	Base Material	-	-	-	-	-	-
Field 1 Sample 8	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	-	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 1	0 - 6	-	-	-	1	26	-
	6 -12	-	-	1	-	9	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 2	0 - 6	-	-	-	-	-	-
	6 -12	6	-	-	1	6	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 3	0 - 6	1	-	-	-	6	-
	6 -12	-	-	-	-	6	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 4	0 - 6	-	-	-	-	12	-
	6 -12	-	-	-	-	5	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 5	0 - 6	-	-	-	-	17	-
	6 -12	-	-	-	-	4	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 6	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	5	-
	Base Material	-	-	-	-	-	-
Field 2 Sample 7	0 - 6	-	-	-	-	1	-
	6 -12	-	-	-	-	2	-
	Base Material	-	1	-	-	-	-
Field 2 Sample 8	0 - 6	-	-	-	-	-	-
	6 -12	-	-	-	-	-	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 1	0 - 6	-	-	-	-	25	-
	6 -12	-	-	-	-	1	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 2	0 - 6	17	-	-	-	>50	-
	6 -12	22	-	-	-	20	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 3	0 - 6	1	-	-	-	21	-
	6 -12	1	-	-	-	25	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 4	0 - 6	-	-	-	-	26	-
	6 -12	1	-	-	-	11	-
	Base Material	-	-	-	-	-	-



**Sample Locations**  
Village of Ottawa Hills Sports Fields  
Table 1

Sample Locations	Depth (inches BGS)	Types of Material					
		Glass	Metal	Plastic	Wood	Gravel	Brick
Field 3 Sample 5	0 - 6	-	-	-	-	9	-
	6 -12	1	-	-	-	11	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 6	0 - 6	1	-	-	-	6	-
	6 -12	1	-	-	-	21	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 7	0 - 6	1	-	-	-	16	-
	6 -12	-	-	-	-	-	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 8	0 - 6	47	2	-	-	>50	-
	6 -12	19	-	-	-	16	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 8 North (offset)	0 - 6	34	-	1	-	30	-
	6 -12	31	-	-	-	22	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 8 South (offset)	0 - 6	13	-	1	-	46	-
	6 -12	35	-	-	-	10	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 8 East (offset)	0 - 6	14	-	-	-	31	-
	6 -12	38	-	-	-	16	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 8 West (offset)	0 - 6	9	-	1	-	50	-
	6 -12	21	-	-	-	9	-
	Base Material	-	-	-	-	-	-
Field 3 Sample 9	0 - 6	1	-	-	-	8	-
	6 -12	2	-	-	-	13	-
	Base Material	-	-	-	-	-	-

**NOTES:**

1. No foreign objects were found at the surface of the base layer after 12" bgs.
2. Field 1 Sample 1 and Field 3 Sample 8 were selected for additional sample due to their amount of glass observed. North, South, East and West samples are located 5' from the sample location.
3. Each sample location was 18"x18".

Figure 1:  
Sample Locations



- Playing Fields
- Field 1 Sampling Locations
- Field 2 Sampling Locations
- Field 3 Sampling Locations

**Note:** The aerial photo was acquired through the Esri Imagery Web Service. Aerial photography dated 3/20/2023.

**DISCLAIMER:** Verdantas LLC has furnished this map to the Client for its sole and exclusive use as a preliminary planning and screening tool. This map is reproduced from geospatial information compiled from third-party sources which may change over time and are not accurate as to mapping, surveying or engineering standards. Verdantas LLC makes no representation or warranty as to the content, accuracy, timeliness or completeness of any information. In no event will Verdantas LLC, its owners, officers, employees or agents, be liable for damages of any kind arising out of the use of this map by Client or any other party.



Dorr St. and Richards Rd. Toledo, Lucas County Ohio		Project Number 38152
<b>2025/2026 Sample Locations</b>		Date 02/2026
Ottawa Hills Sports Fields		Author rartus
		Scale 1 in = 70 ft
		Figure <b>1</b>

## Attachment A: Procedure for Investigation of Ottawa Hills Sport Fields

11/23/2022

Re: Procedure for investigation of Ottawa Hills Sport Fields

Prior to arrival at the site, OUPS will be contacted and utilities will be marked.

Upon arrival on site, locations will be identified via the ESRI Collector app, marked with flags, and a wood template will be used to identify 18"x18" sample locations.

Photographs will be taken of each sample area prior to excavation, at a depth of 6", and at depth of 12". Scale field tape or measuring tape will be included in the photograph to ensure desired depth has been achieved. Any objects of note discovered will be photographed.

A small metal probe will be used to detect for obstructions prior to excavation. If an obstruction is detected, the location will be offset by approximately 5 feet prior and the new location will also be probed.

Each site will be investigated to a depth of 6" below ground surface (bgs), then at a depth of 6" to 12" bgs. Each sample will be sifted through a sieve sized 1/2", with the remainder being sieved through a 3/8" geologic sieve. Visible items of interest that pass through the sieve will be collected, as well as any anthropogenic items that do not pass through the sieve. Items such as cobbles, organic material, etc. will not be collected. Leather gloves will be used when manual assistance to sieving is required to prevent injury from objects.

All collected items will be photographed and bagged, with the sample back indicating sample location of origin and depth.

At termination depth of 12", the ground may be dug further in order to best display representative contact of the layer.

Soil sifted through the sieve will be replaced at the sample location to minimize ground disturbance to the property. Marking flags will be verified to be in place prior to progression to the next sampling site, so locations can be marked by survey crews at a later date.

## Attachment B: Photo Log

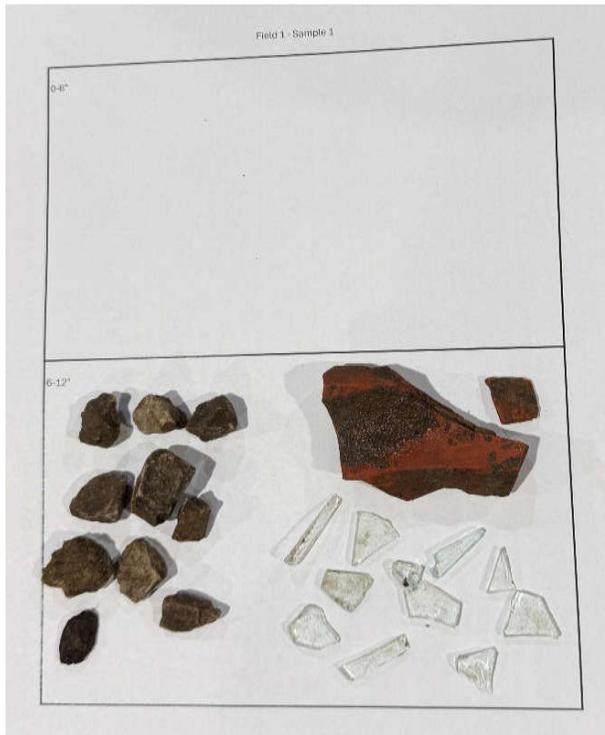


PHOTO 1: Overview of the foreign material found in Field 1 Sample 1. No foreign material observed in the 0-6" area.



PHOTO 2: Overview of the foreign material found in Field 1 Sample 2.

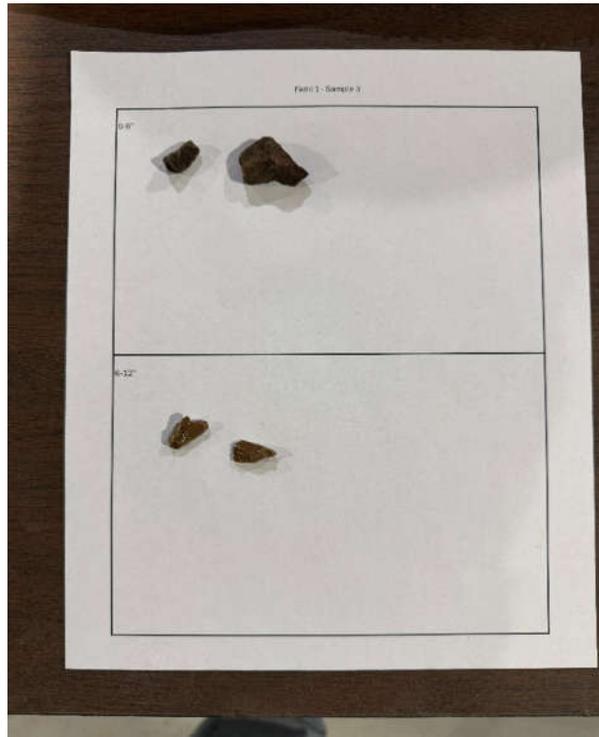


PHOTO 3: Overview of the foreign material found in Field 1 Sample 3.

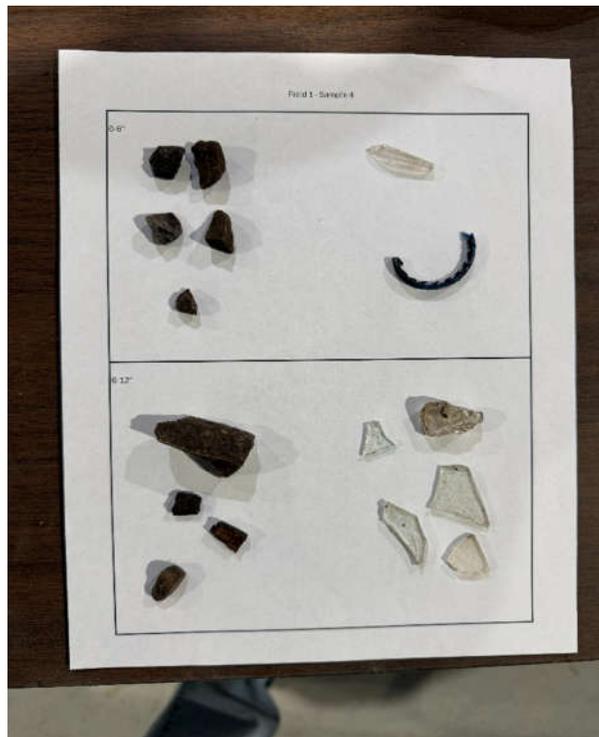


PHOTO 4: Overview of the foreign material found in Field 1 Sample 4.



PHOTO 5: Overview of the foreign material found in Field 1 Sample 5.

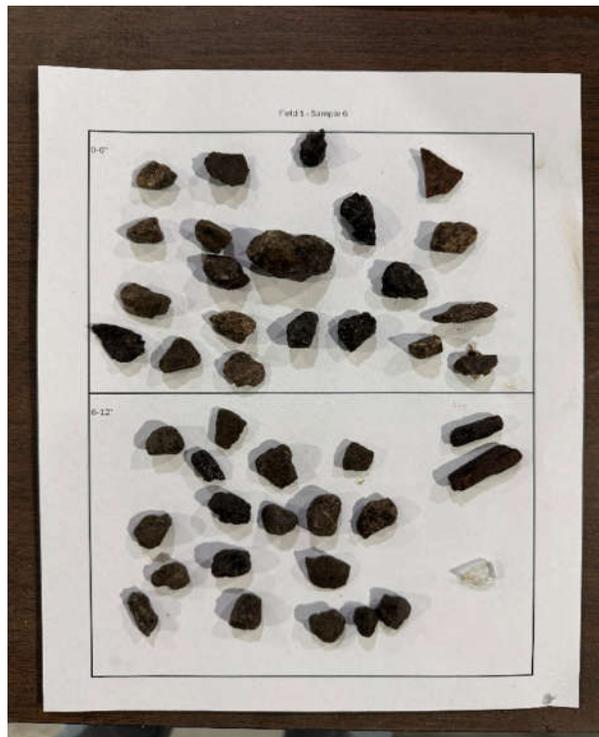


PHOTO 6: Overview of the foreign material found in Field 1 Sample 6.

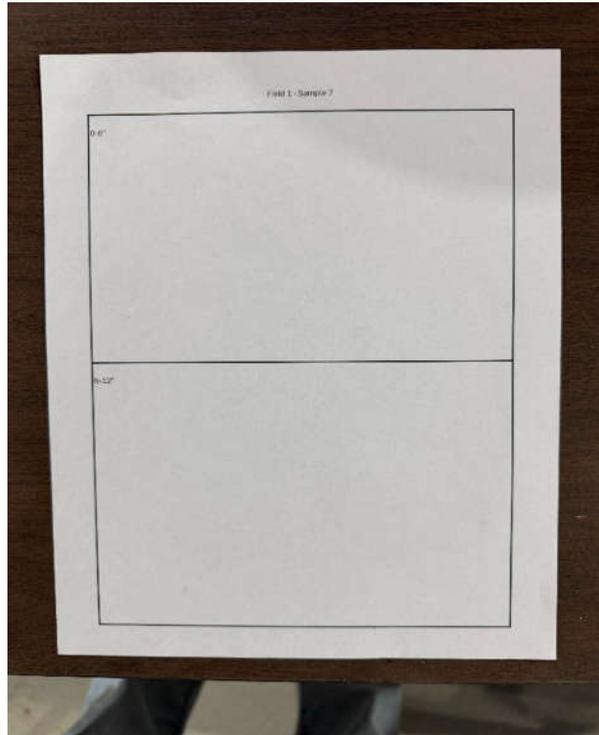


PHOTO 7: No foreign material observed in Field 1 Sample 7.

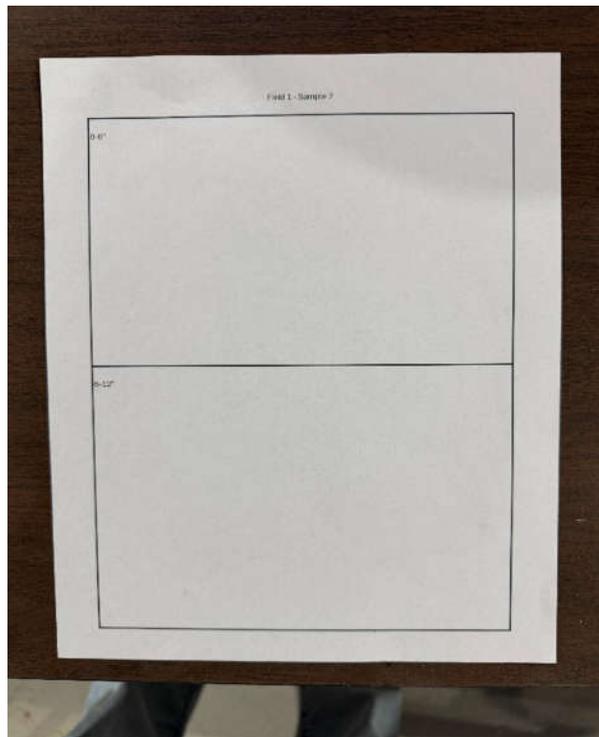


PHOTO 8: No foreign material observed in Field 1 Sample 8.



Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

Dorr and Richards  
Toledo, Lucas County, Ohio

FEBRUARY 2026

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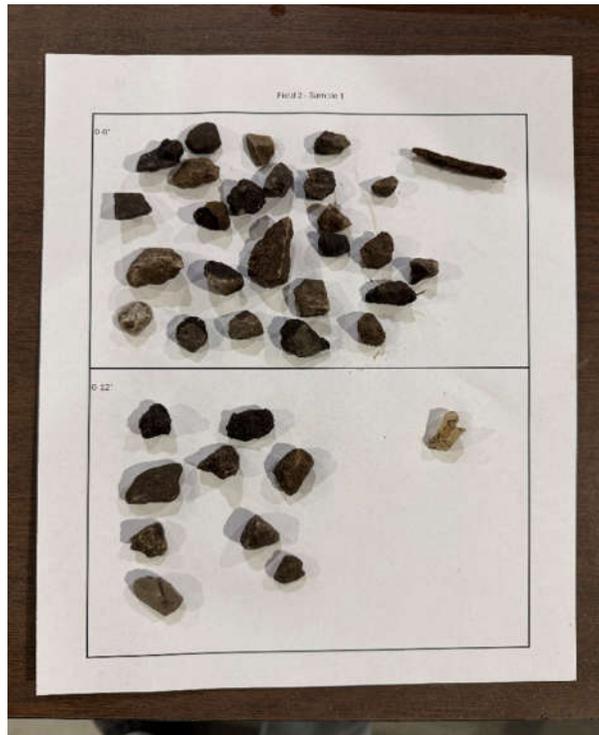


PHOTO 9: Overview of the foreign material found in Field 2 Sample 1.

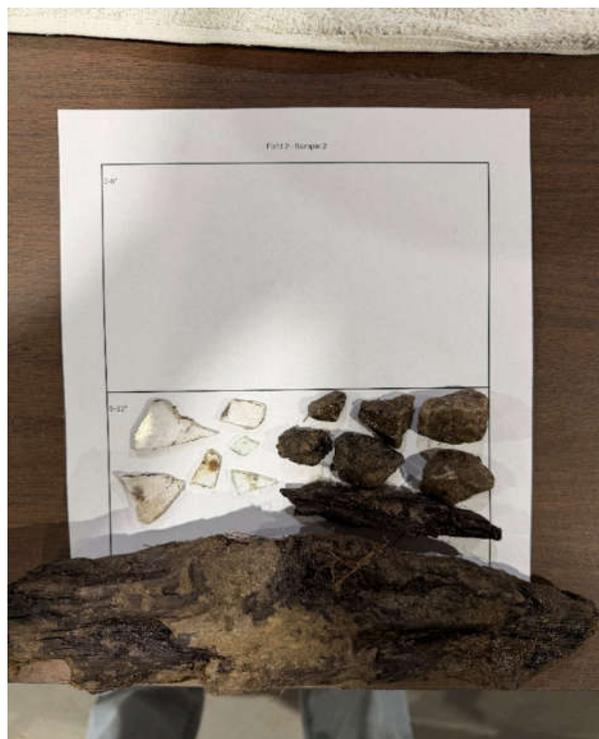


PHOTO 10: Overview of the foreign material found in Field 2 Sample 2.

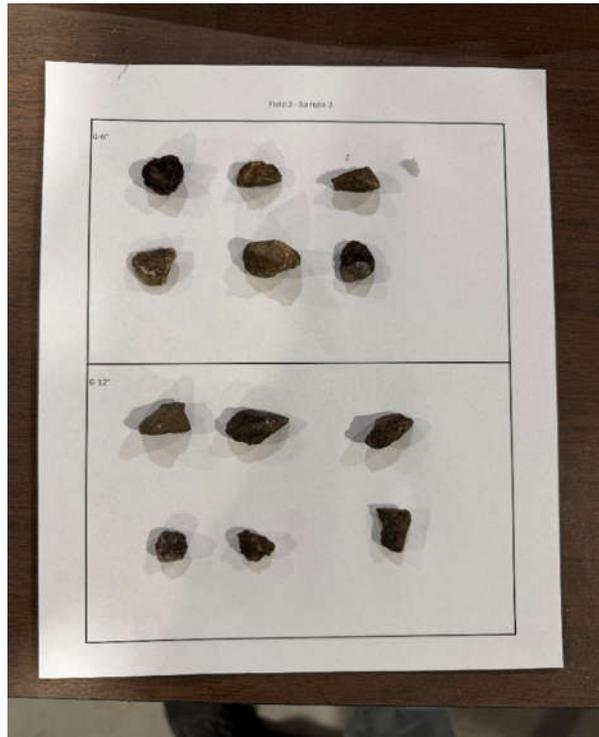


PHOTO 11: Overview of the foreign material found in Field 2 Sample 3.



PHOTO 12: Overview of the foreign material found in Field 2 Sample 4.



Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

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Toledo, Lucas County, Ohio

FEBRUARY 2026

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PHOTO 13: Overview of the foreign material found in Field 2 Sample 5.

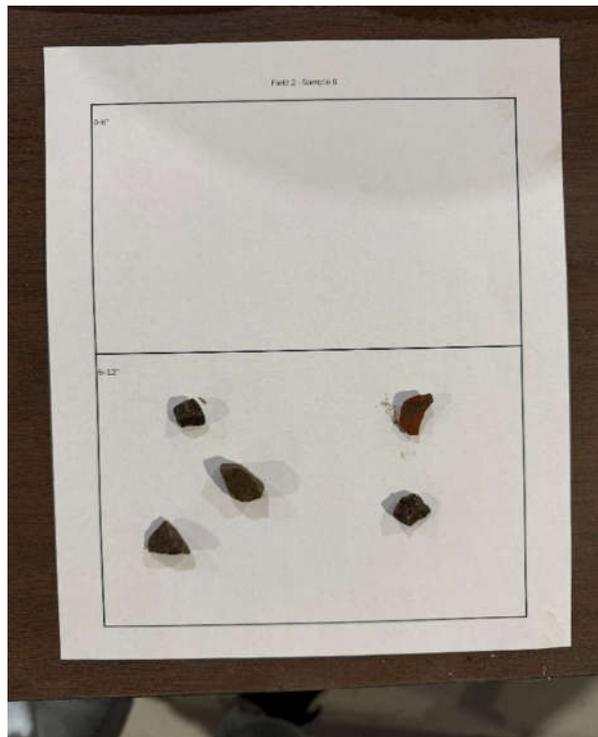


PHOTO 14: Overview of the foreign material found in Field 2 Sample 6. No foreign material observed in 0-6" area.



Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

Dorr and Richards  
Toledo, Lucas County, Ohio

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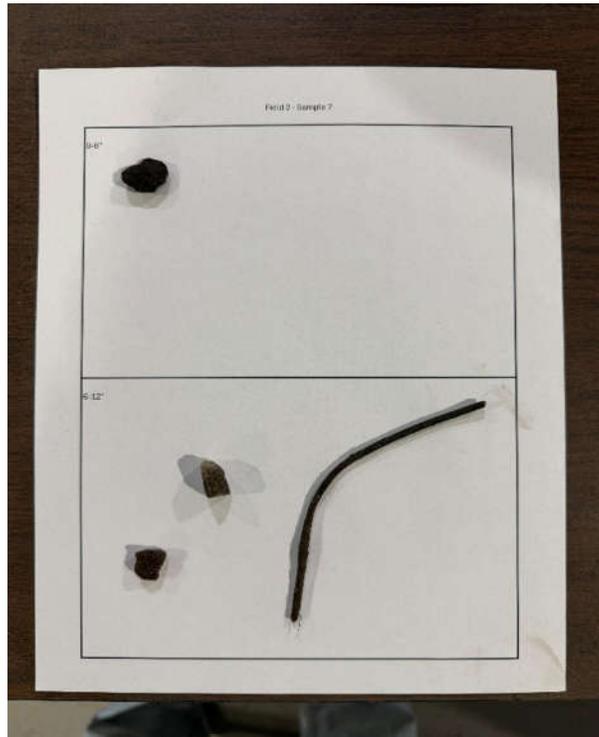


PHOTO 15: Overview of the foreign material found in Field 2 Sample 7.

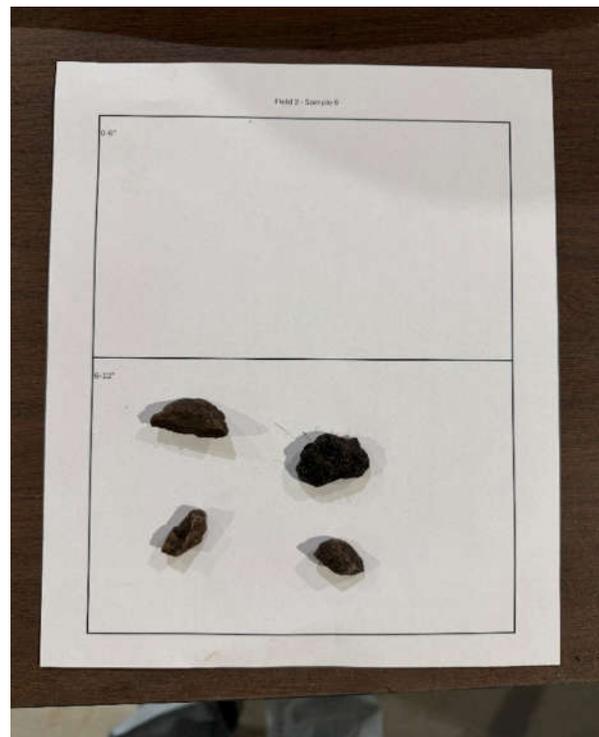


PHOTO 16: Overview of the foreign material found in Field 2 Sample 8. No foreign material observed in the 0-6" area.

	Ottawa Hills Sports Fields Subsurface Exploration	<b>FEBRUARY 2026</b>
	Site Photographs  Dorr and Richards Toledo, Lucas County, Ohio	Project Number: 38152 Document Number or File Name: 38152.0002_Photo Pages.xlsx



PHOTO 17: Overview of the foreign material found in Field 3 Sample 1.



PHOTO 18: Overview of the foreign material found in Field 3 Sample 2, 0-6" area.



PHOTO 19: Overview of the foreign material found in Field 3 Sample 2, 6-12" area.



PHOTO 20: Overview of the foreign material found in Field 3 Sample 3.



PHOTO 21: Overview of the foreign material found in Field 3 Sample 4.



PHOTO 22: Overview of the foreign material found in Field 3 Sample 5.



PHOTO 23: Overview of the foreign material found in Field 3 Sample 6.

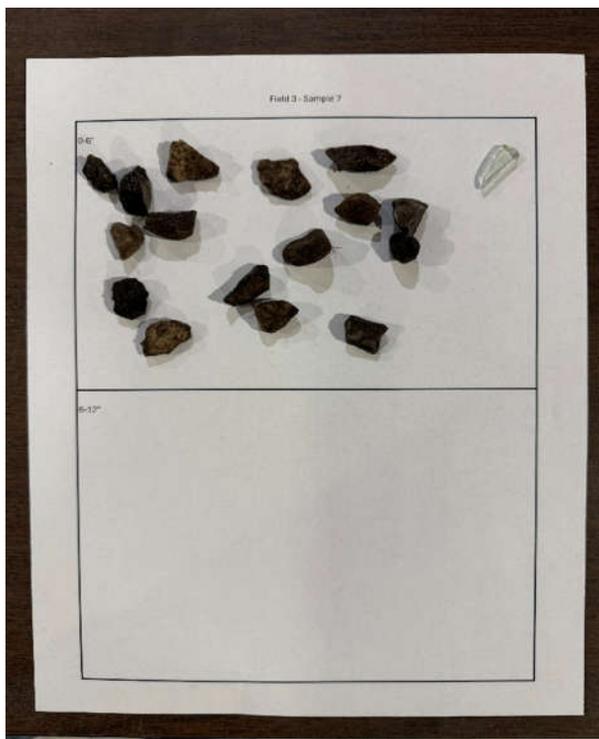


PHOTO 24: Overview of the foreign material found in Field 3 Sample 7. No foreign material observed in the 6-12" area.



Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

Dorr and Richards  
Toledo, Lucas County, Ohio

FEBRUARY 2026

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PHOTO 25: Overview of the foreign material found in Field 3 Sample 8, 0-6" area.



PHOTO 26: Overview of the foreign material found in Field 3 Sample 8, 0-6" area.



Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

Dorr and Richards  
Toledo, Lucas County, Ohio

FEBRUARY 2026

Project Number: 38152  
Document Number or File Name:  
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PHOTO 27: Overview of the foreign material found in Field 3 Sample 8, 6-12" area.



PHOTO 28: Overview of the foreign material found in Field 3 Sample 9.



PHOTO 29: East offset for Field 1, Sample 1.



PHOTO 30: North offset for Field 1, Sample 1.

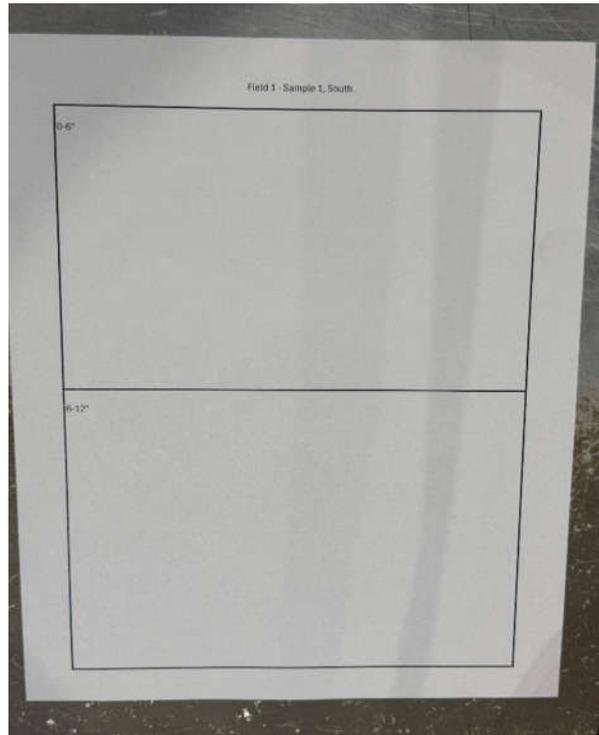


PHOTO 31: South offset for Field 1 Sample 1.

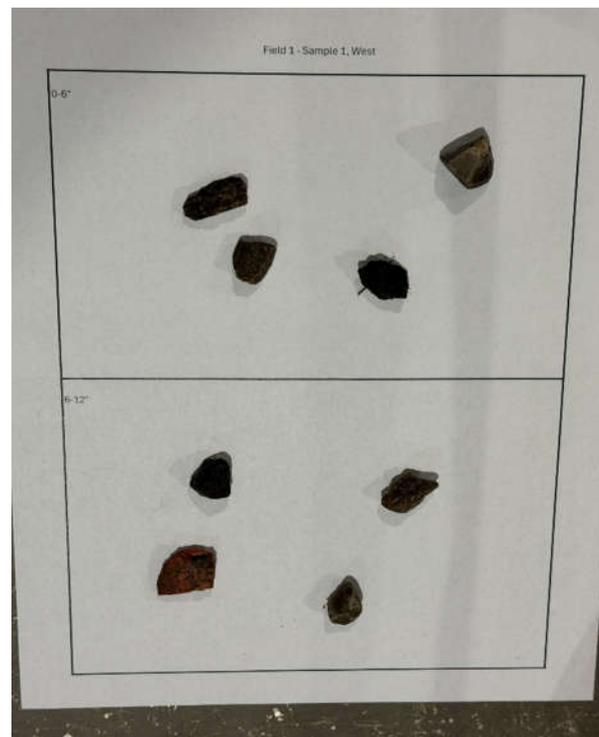


PHOTO 32: West offset for Field 1 Sample 1.

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Subsurface Exploration

Site Photographs

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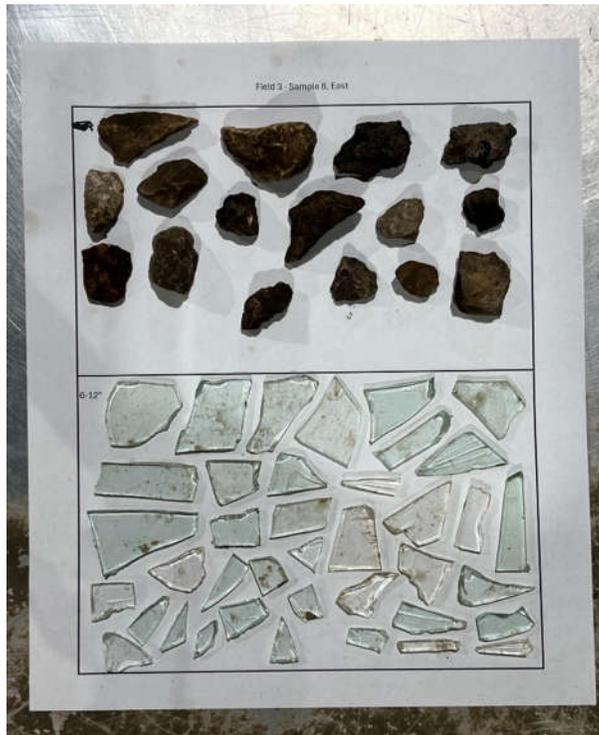


PHOTO 33: East offset for Field 3 Sample 8

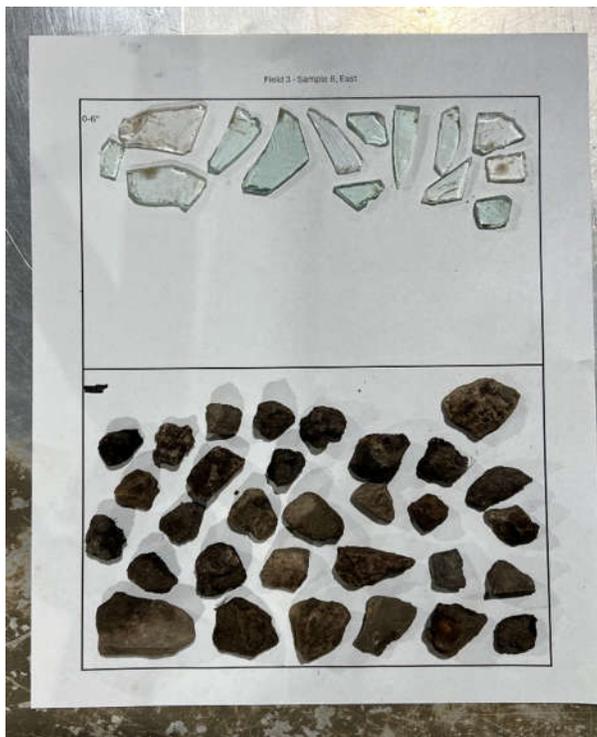


PHOTO 34: East offset for Field 3 Sample 8.



PHOTO 35: North offset for Field 3 Sample 8.



PHOTO 36: North offset for Field 3 Sample 8.



PHOTO 37: South offset for Field 3 Sample 8.



PHOTO 38: South offset for Field 3 Sample 8.

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Ottawa Hills Sports Fields  
Subsurface Exploration

Site Photographs

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Toledo, Lucas County, Ohio

FEBRUARY 2026

Project Number: 38152  
Document Number or File Name:  
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PHOTO 39: West offset for Field 3 Sample 8.



PHOTO 40: West offset for Field 3 Sample 8.

**Attachment C:**  
**Draft Summary of the Investigation Findings at the Ottawa Hills  
Sport Fields**

Date: December 13, 2022  
To: Chris Parker, Esq. – Gorenson, Parker & Bella Co.  
From: John Hull, P.E. and Abbey Calmes – Verdantas LLC  
Document Number 16461.0003  
RE: Summary of the Investigation Findings at the Ottawa Hills Sport Fields.

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The objective of this memorandum is to summarize the findings of a field investigation for the Ottawa Hills Sport Fields located at the southwest quarter of section 31, T9S, R7E, Toledo, Lucas County, Ohio ("Site"). The findings of the field investigation, including photo documentation (Attachment B) are discussed below.

## 1.1 Overview

The purpose of this field investigation is to determine the relative presence of foreign material in imported fill and underlying native soils. It has been hypothesized by others that frost heave moved pre-existing foreign objects in the native soils/historic surficial materials up through the 12" of imported fill in one frost season at the Ottawa Hills Sports Fields. Previous investigation and findings completed by TTL Associates, Inc. (TTL) and Bowser-Morner, were reviewed prior to performing this field investigation. A detailed procedure of the Verdantas field investigation is included in Attachment A and photographs of the foreign objects found are included in Attachment B. Test locations were not placed over the areas previously excavated by the TTL and Bowser-Morner investigation, and were field located by GPS and marked for future survey.

## 1.2 Field Investigation

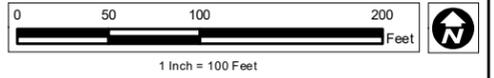
A field investigation was completed November 30, 2022, through December 2, 2022, at twenty-five locations (Site-1 through Site-25) as shown on Figure 1. Verdantas staff hand dug, and field screened excavated cover soils (approximately 18"x18" - by 12" in depth) to evaluate the presence of foreign objects at two separate 6" depth intervals as well as examining the underlying native soils for the presence of foreign objects. Soils were replaced at each location and any foreign objects encountered were retained and labeled as to location, and relative depth. Activities were documented through field notes and photographs and materials found were collected and visually inspected. Attachment B contains photographs showing the depths that glass and other foreign materials were found at including each location.

## 1.3 Findings and Conclusions

Based on the field investigation performed, glass and other foreign material was identified throughout the site locations at various depths. Figure 1 summarizes the types of glass and foreign objects found, including the depth and locations where encountered. Foreign objects were found in thirteen test pits, with seven of those test pits containing glass material. In six of the test pits, foreign material was found only within the first 6" below ground surface (bgs), while two test pits contained foreign material in the first 12" bgs and three test pits contained foreign material only between the depths of 6"-12" bgs. At test locations, one, five and twelve a single piece of glass was found in the soil from 0"-6" bgs while none was found in the soil from 6"-12" bgs. At test location nineteen, more than twenty pieces of glass were found in the soil from approximately 0"-6" bgs and twelve pieces of glass were found in the soil from 6"-12" bgs. At test location twenty-one, three pieces of glass were found in the soil from approximately 0"-6" bgs and one piece of glass was found in the soil from 6"-12" bgs. The thickness of glass found ranged from 2-3.8 mm thick. Typically, laminated glass is generally 2 mm thick and toughened glass can range from 3-5 mm thick but is mainly 3.5-4 mm thick. After visual observations of the glass were

performed, it can be concluded that the edges of the glass exhibit signs of wear consistent with similar glass that has been processed by a tumbling action. Similar to the previous investigation completed by TTL and Bowser-Morner, glass and other foreign materials were found throughout the Site at depths up to 6-inches bgs. In this investigation, the glass Verdantas encountered was clear while in the previous investigation brown/amber and clear colored glass was found. Photographs of the glass found are shown in Attachment B to show the physical characteristics of the foreign objects found. In none of the twenty-five test locations were foreign objects encountered at the base of the imported fill. The hypothesis that frost heave may have transported non-soil foreign objects from the native original grade through imported fill is not supported by our findings.

**FIGURE 1**

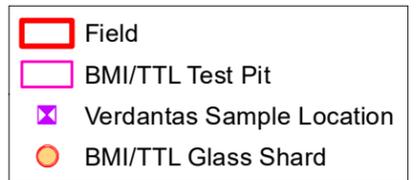
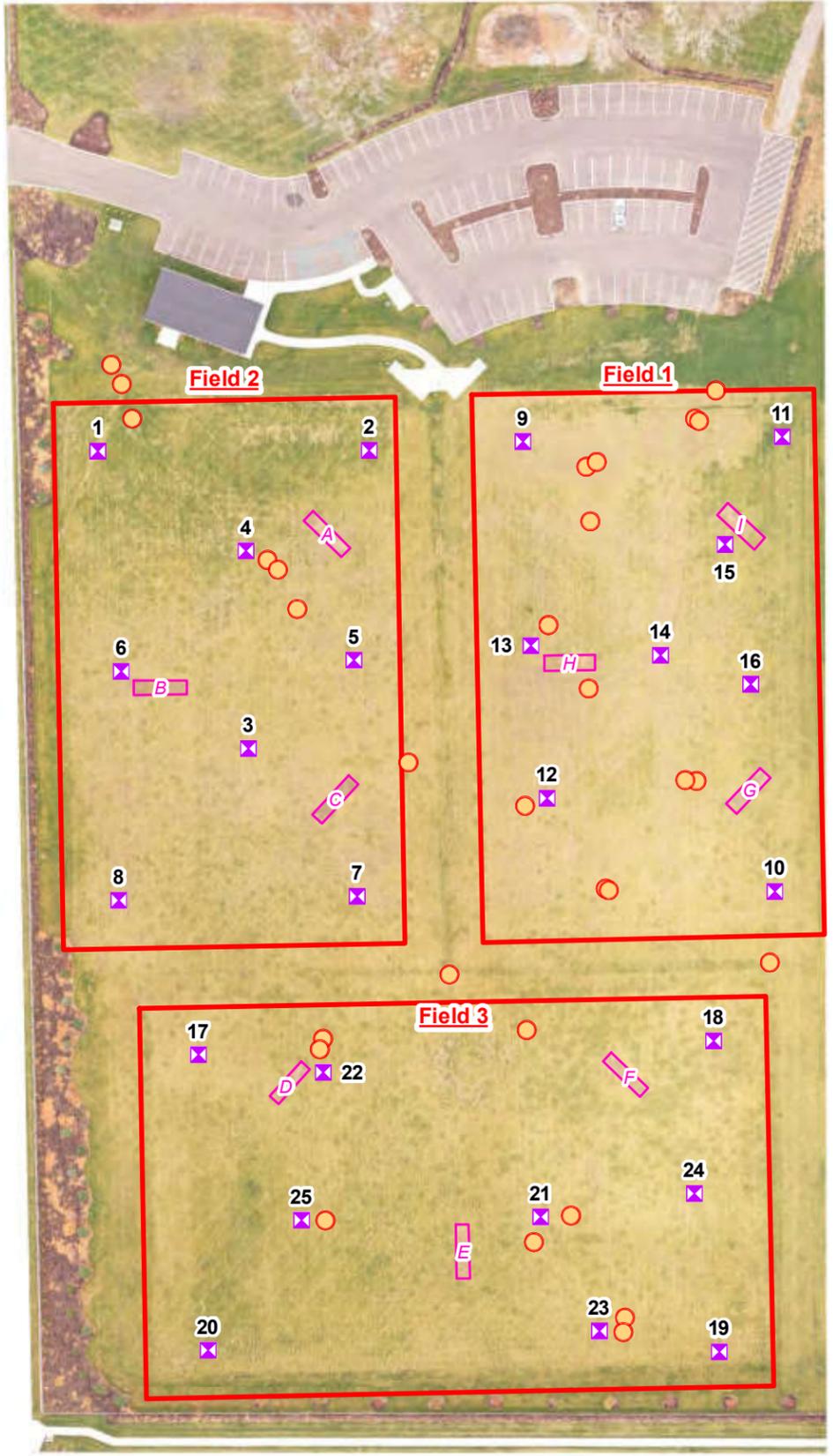


Test Locations	Depth (inches BGS)	Types of Material				
		Glass	Metal	Plastic	Unknown	Brick
1	0-6	1	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
2	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
3	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
4	0-6	-	-	-	-	-
	6-12	-	-	1	-	-
	Base Material	-	-	-	-	-
5	0-6	1	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
6	0-6	-	1	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
7	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
8	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
9	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
10	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
11	0-6	-	-	-	-	-
	6-12	3	-	-	-	-
	Base Material	-	-	-	-	-
12	0-6	1	-	-	-	-
	6-12	-	-	2	-	-
	Base Material	-	-	-	-	-
13	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
14	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
15	0-6	-	-	-	-	2
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
16	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
17	0-6	-	-	-	3	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
18	0-6	-	1	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
19	0-6	>20	-	-	-	-
	6-12	12	-	-	1	-
	Base Material	-	-	-	-	-
20	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
21	0-6	3	-	-	-	-
	6-12	1	-	-	-	-
	Base Material	-	-	-	-	-
22	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
23	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
24	0-6	-	-	-	-	-
	6-12	-	-	-	-	-
	Base Material	-	-	-	-	-
25	0-6	-	-	-	-	-
	6-12	2	-	-	-	-
	Base Material	-	-	-	-	-

Note: No foreign objects were found past the base layer after 12" bgs.

**Note:**

- 1) The aerial base map is from a drone flight flown on November 29, 2022 by Verdantas.
- 2) The test pit locations are identified using drone aerial imagery.



**DISCLAIMER:**

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December 2022

Ottawa Hills Sports Fields

**Sampling Locations**

Toledo, Lucas County, Ohio

Figure

**1**

## ATTACHMENT A

11/23/2022

Re: Procedure for investigation of Ottawa Hills Sport Fields

Prior to arrival at the site, OUPS will be contacted and utilities will be marked.

Upon arrival on site, locations will be identified via the ESRI Collector app, marked with flags, and a wood template will be used to identify 18"x18" sample locations.

Photographs will be taken of each sample area prior to excavation, at a depth of 6", and at depth of 12". Scale field tape or measuring tape will be included in the photograph to ensure desired depth has been achieved. Any objects of note discovered will be photographed.

A small metal probe will be used to detect for obstructions prior to excavation. If an obstruction is detected, the location will be offset by approximately 5 feet prior and the new location will also be probed.

Each site will be investigated to a depth of 6" below ground surface (bgs), then at a depth of 6" to 12" bgs. Each sample will be sifted through a sieve sized 1/2", with the remainder being sieved through a 3/8" geologic sieve. Visible items of interest that pass through the sieve will be collected, as well as any anthropogenic items that do not pass through the sieve. Items such as cobbles, organic material, etc. will not be collected. Leather gloves will be used when manual assistance to sieving is required to prevent injury from objects.

All collected items will be photographed and bagged, with the sample back indicating sample location of origin and depth.

At termination depth of 12", the ground may be dug further in order to best display representative contact of the layer.

Soil sifted through the sieve will be replaced at the sample location to minimize ground disturbance to the property. Marking flags will be verified to be in place prior to progression to the next sampling site, so locations can be marked by survey crews at a later date.

## ATTACHMENT B



PHOTO 1: Overview of Site 1 at 6" below ground surface.



PHOTO 2: Overview of Site 1 at 12" below ground surface.

	Field Investigation Ottawa Hills Sports Fields	Date:  DECEMBER 2022
	Investigation Photographs  Section 31, T9S, R7E Toledo, Ohio	Project Number: 16461 File Name: 16461.0002.XLSX



PHOTO 3: Overview of the native soil beneath 12" below ground surface at Site 19.



PHOTO 4: Overview of the native soil beneath 12" below ground surface at Site 5.

	Field Investigation Ottawa Hills Sports Fields	Date:  DECEMBER 2022
	Investigation Photographs  Section 31, T9S, R7E Toledo, Ohio	Project Number: 16461 File Name: 16461.0002.XLSX



PHOTO 5: Overview of the native soil beneath 12" below ground surface at Site 8.

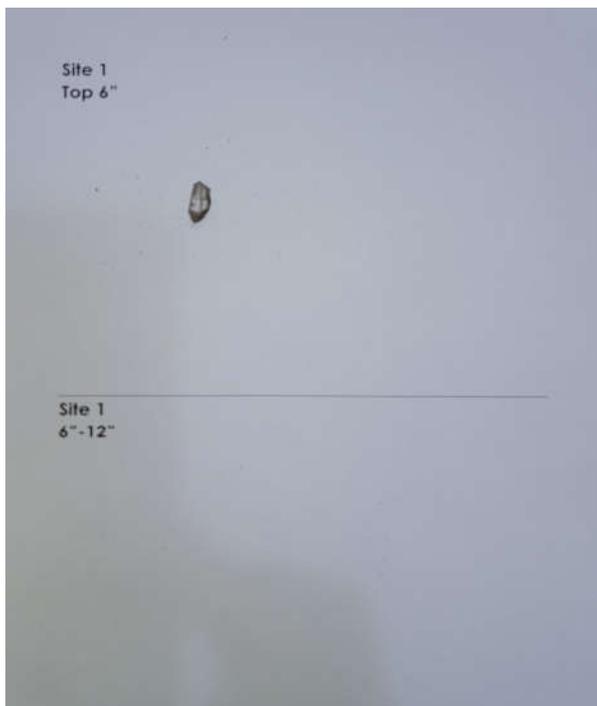


PHOTO 6: Overview of the foreign material found at Site 1.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date: <b>DECEMBER 2022</b></p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>

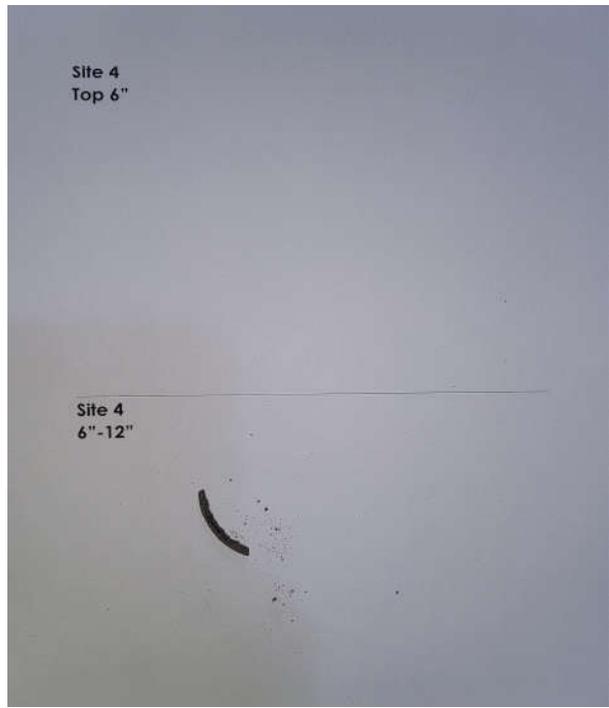


PHOTO 7: Overview of the foreign material found at Site 4.

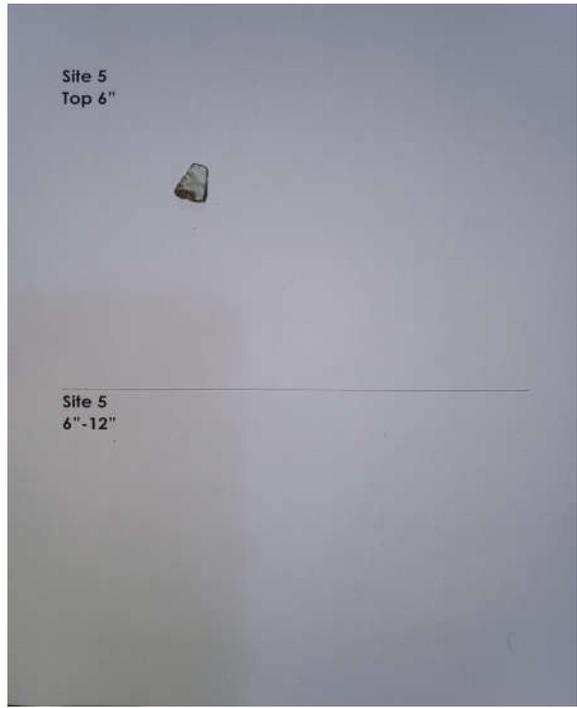


PHOTO 8: Overview of the foreign material found at Site 5.

	Field Investigation Ottawa Hills Sports Fields	Date:  DECEMBER 2022
	Site Photographs  Section 31, T9S, R7E Toledo, Ohio	Project Number: 16461 File Name: 16461.0002.XLSX

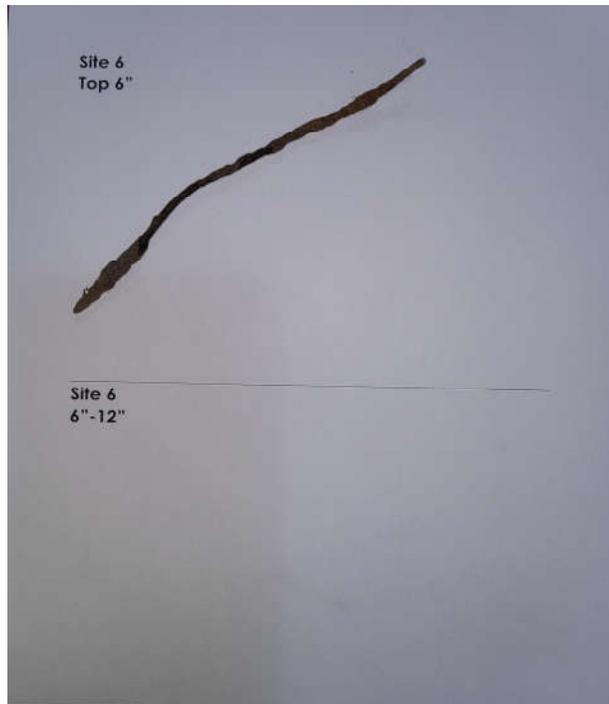


PHOTO 9: Overview of the foreign material found at Site 6.

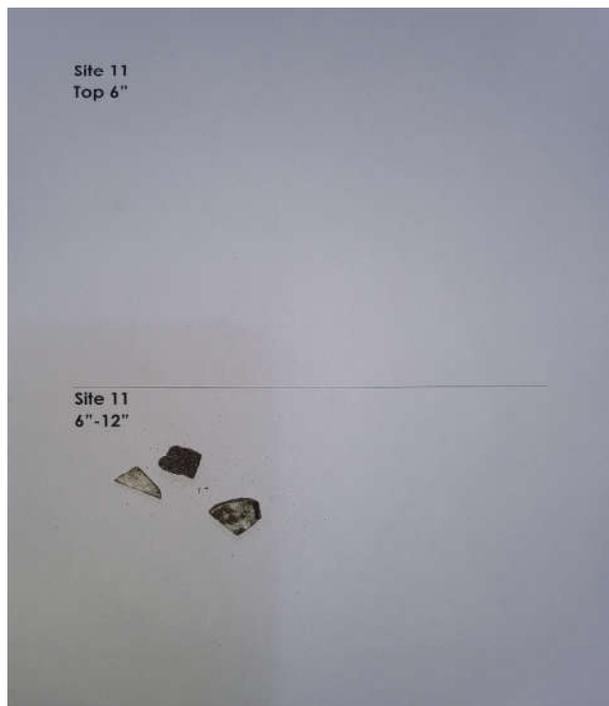


PHOTO 10: Overview of the foreign material found at Site 11.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date: <b>DECEMBER 2022</b></p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>



PHOTO 11: Overview of the foreign material found at Site 12.

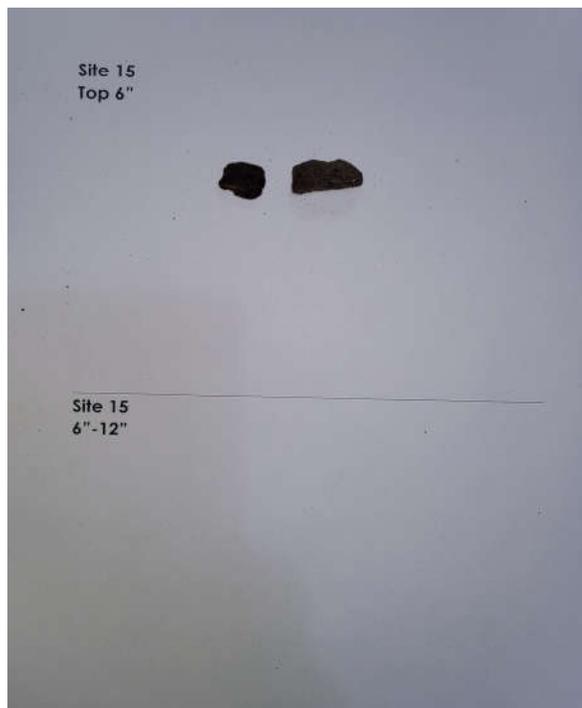


PHOTO 12: Overview of the foreign material found at Site 15.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date: <b>DECEMBER 2022</b></p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>

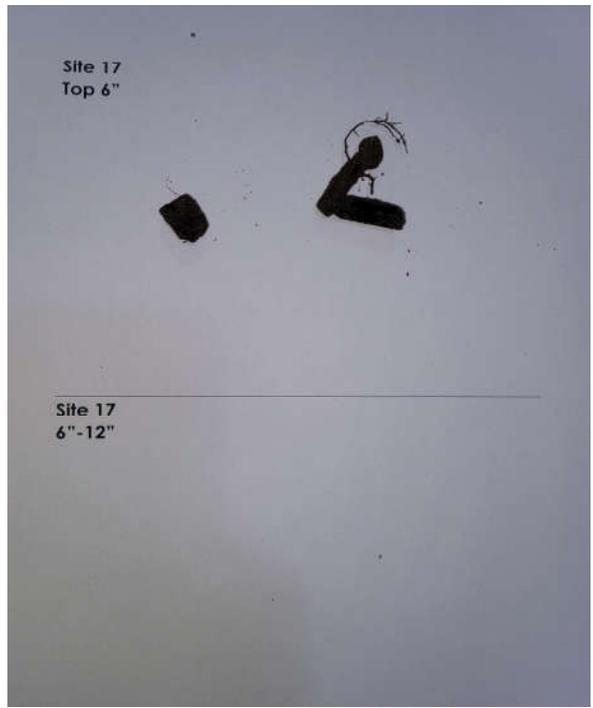


PHOTO 13: Overview of the foreign material found at Site 17.

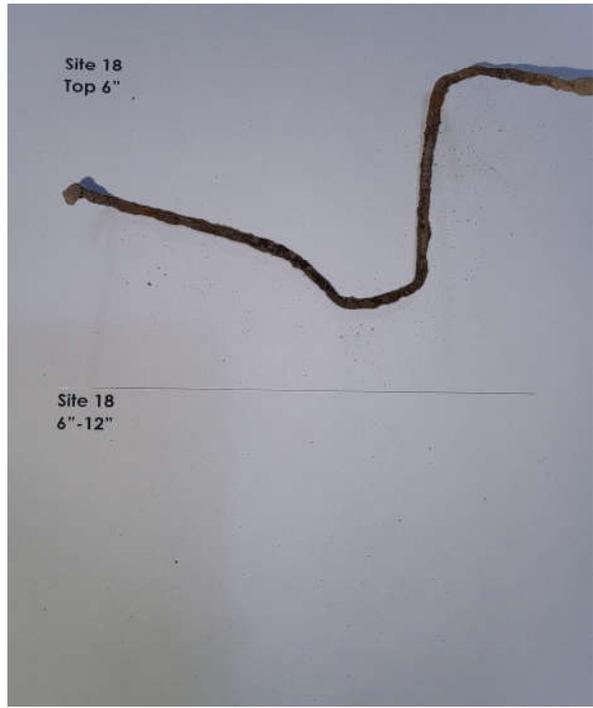


PHOTO 14: Overview of the foreign material found at Site 18.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date: <b>DECEMBER 2022</b></p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>



PHOTO 15: Overview of the foreign material found at Site #19.

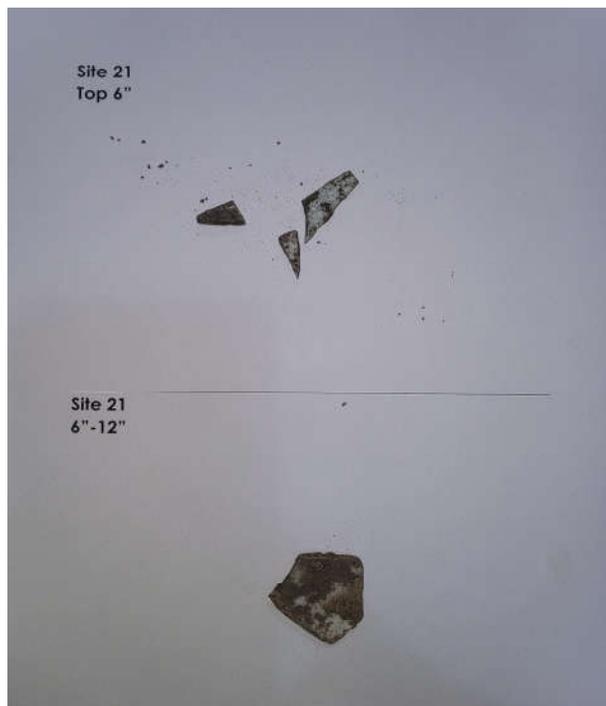


PHOTO 16: Overview of the foreign material found at Site #21.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date:  DECEMBER 2022</p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>

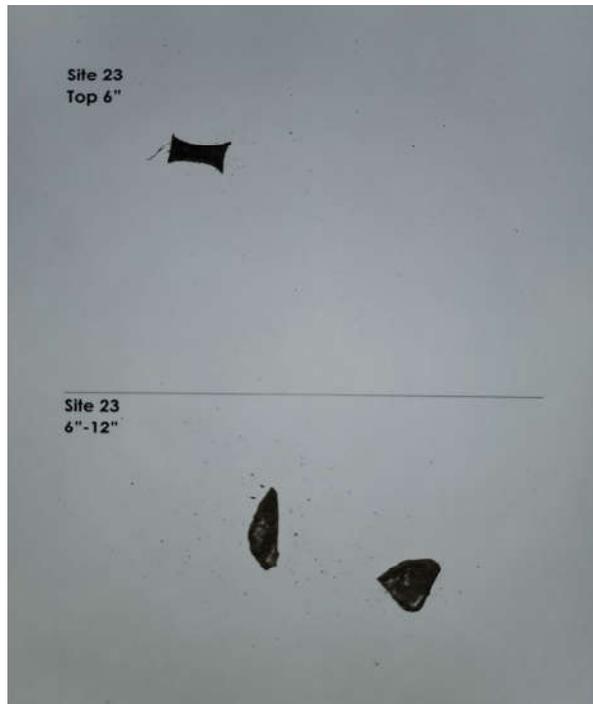


PHOTO 17: Overview of the foreign material found at Site #23.

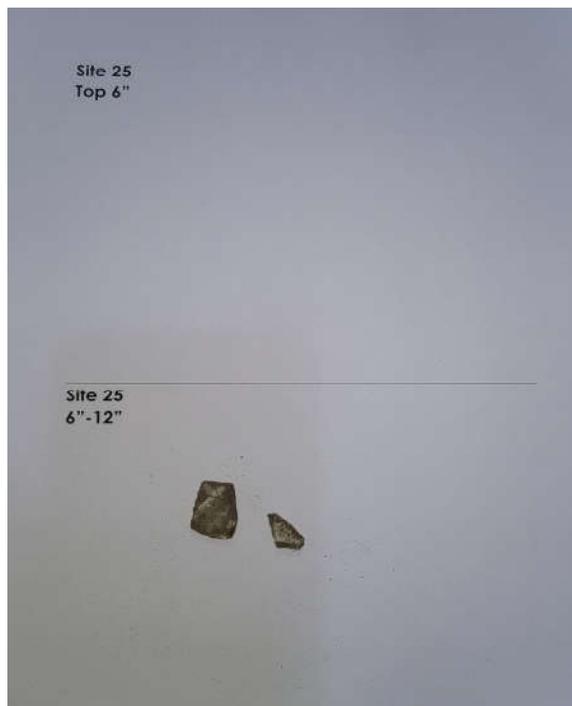


PHOTO 18: Overview of the foreign material found at Site 25.

	<p>Field Investigation Ottawa Hills Sports Fields</p>	<p>Date:  DECEMBER 2022</p>
	<p>Site Photographs</p> <p>Section 31, T9S, R7E Toledo, Ohio</p>	<p>Project Number: 16461 File Name: 16461.0002.XLSX</p>