



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
SEPTEMBER 23, 2024 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	R. Koonce, J. Krabill, K. Vargo, D. Waddington, R. Brady, D. Murray, S. Poggiali
APPROVAL OF MINUTES	September 9, 2024 Regular Meeting
PRESENTATION	2024 Party at the Pier – McKenzie Spriggs, GSP, Director of Destination Sandusky
PRESENTATION	Boeckling, Dave Biechele
SWEARING IN	Firefighter Nathan Ewell, City Manager John Orzech
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Michelle Reeder, Finance Director

APPROVAL OF FY 2025 TAX BUDGET

Budgetary Information: The City is required to accept the tax rates as determined by the Erie County Budget Commission by October 1st each year. This approval establishes funding for 2025.

RESOLUTION NO. _____: It is requested a resolution be passed accepting the amounts and rates as determined by the Erie County Budget Commission for the fiscal year commencing on January 1, 2025; authorizing the necessary tax levies and certifying them to the County Auditor; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM B – Submitted by Aaron Klein, Public Works Director

APPROVAL OF USDOT SAFE STREETS AND ROADS FOR ALL GRANT SUBMISSION

Budgetary Information: If awarded, the City would receive \$600,000 in grant funding with a total matching share of \$150,000 (\$50,000/year for 3 years). The City's match would be paid with Capital Projects Funds designated for microsurfacing in the 5-year capital improvement plan and thereby not reducing street resurfacing funding.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of an application to the U.S. Department of Transportation through the Safe Streets and Roads for All (SS4A) Grant Program for financial assistance with activities for Sandusky's Safe Streets Action Plan; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Aaron Klein, Public Works Director

APPROVAL OF ODOT MAINTENANCE OF STATE ROUTE 2

Budgetary Information: The total cost for the State Route 2 maintenance services for dates 7/1/2023 through 6/30/2024, is \$30,315.26, and will be paid from the City of Sandusky State Highway Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to the Treasurer of State, Ohio Department of Transportation for the maintenance of State Route 2 in the City of Sandusky by the Ohio Department of Transportation for the period of July 1, 2023, through June 30, 2024; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM D – Submitted by Megan Stookey, Project Manager

APPROVAL OF CHANGE ORDER #1 FOR THE WASHINGTON PARK GAZEBO RESTORATION WITH GARLAND

Budgetary Information: The original contract amount was \$65,260.00, additional costs are an increase of \$9,700.00, increasing the contract to \$74,960.00, the additional costs will be paid for out of Capital Improvements funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend additional funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance for the Gazebo Restoration located in Washington Park; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by James Stacey, Transit Administrator

APPROVAL OF 2025 SERVING OUR SENIORS CONTRACT FOR TRANSPORTATION SERVICES

Budgetary Information: SOS will pay \$16,666.67 per month to STS to provide transportation services to existing Serving Our Seniors clients during the term of the contract. The money collected will be used to leverage additional capital and operating revenue from the Ohio Department of Transportation (ODOT).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Serving Our Seniors (SOS) for the period of October 1, 2024, through September 30, 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM F – Submitted by James Stacey, Transit Administrator

APPROVAL OF 2025 SERVING OUR SENIORS VEHICLE LEASE FOR STS

Budgetary Information: SOS will provide the vehicles to STS at no cost. STS will be responsible for the maintenance and operation of the vehicles.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for use by the Sandusky Transit System for the period of October 1, 2024, through September 30, 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

REGULAR AGENDA

ITEM 1 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO AWARD THE EAST PERKINS AVENUE WATERLINE PROJECT TO BUCKEYE EXCAVATING

Budgetary Information: The total construction cost of the project based on bids is \$467,185.00 which is intended to be paid with OWDA loan funds and reimbursed with Water Funds over the term of the agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, for the East Perkins Avenue Waterline Replacement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 2 – Submitted by Aaron Klein, Public Works Director

APPROVAL OF OWDA LOAN FOR THE EAST PERKINS AVENUE WATERLINE REPLACEMENT PROJECT

Budgetary Information: The total loan amount being financed will be as follows:

Construction	\$467,185.00
Contingency (10%)	\$46,718.50
<u>OWDA Administrative Fee (0.35%)</u>	<u>\$1,798.66</u>
	\$515,702.16

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to finance the cost of construction for the storm sewer, sanitary and water portion for the East Perkins Avenue Waterline Replacement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO BID THE CHURCHWELL PARK PHASE 1 IMPROVEMENTS PROJECT

Budgetary Information: The engineer’s estimate for the construction costs of the Churchwell Park Phase 1 Improvements project is \$1,050,429 with \$925,429 allocated from American Rescue Plan Act (ARPA) stimulus funds and \$125,000 being paid with federal funds received from the Ohio Department of Natural Resources through the Inflation Reduction Act (IRA) Urban Forestry Grant Program.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Churchwell Park Phase 1 Improvements Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by Megan Stookey, Project Manager

PERMISSION TO AWARD THE 2024 SIDEWALK REPAIR CONTRACT B TO SMITH PAVING

Budgetary Information: The total contract price shall not exceed \$730,463.05 which shall be paid for with American Rescue Act Funds (ARPA).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Smith Paving and Excavating, Inc. of Norwalk, Ohio, for the 2024 Sidewalk Repair, Replacement & Grinding Project - Contract B; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 5 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF PARTIAL TERMINATION OF MOU WITH FAIRMOUNT PROPERTIES & NORTHCOAST INNS

Budgetary Information: There is no cost to the City.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a partial termination of the Memorandum of Understanding with Fairmount Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 6 – Submitted by Mario D’Amico, Fire Chief

PERMISSION TO PURCHASE FIRE ONE LIFEPAK-15 HEART MONITOR FROM STRYKER

Budgetary Information: The cost of the LifePak-15 heart monitor is \$43,162.05 and with a trade-in credit of \$5,000.00 for the old heart monitor plus shipping in the amount of \$628.60, the total cost is \$38,790.65. This purchase will be paid for with EMS funds.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring one (1) Lifepak-15 Heart Monitor as unnecessary and unfit for City use pursuant to section 25 of the city charter; authorizing and directing the City Manager to purchase one (1) Lifepak-15 Heart Monitor from Stryker Sales, LLC, of Chicago, Illinois, for the Fire

Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 7 – Submitted by Mark Stierhoff, Fleet Maintenance Chief Foreman

PERMISSION TO PURCHASE FOUR 2024 VEHICLES FROM VALLEY FORD

Budgetary Information: The total cost of the four (4) vehicles is \$113,760.00 and will be paid with Capital Improvement funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase four (4) vehicles from Valley Ford of Huron, Inc. of Huron, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for various city departments and divisions; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION: Open discussion on any item (5-minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.youtube.com/CityofSanduskyOH – Click “Play” 



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Michelle Reeder, Finance Director
DATE: September 10, 2024
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.34 requires each taxing authority to pass an ordinance or resolution to authorize the necessary tax levies. Each such authority is to certify the levies to the county auditor each year.

I am requesting a resolution accepting the amounts and rates as determined by the Erie County Budget Commission, authorizing the necessary tax levies and certifying them to the Erie County Auditor.

BUDGETARY INFORMATION:

The City is required to accept the tax rates as determined by the Erie County Budget Commission by October 1st each year. This approval establishes funding for 2025.

ACTION REQUESTED:

It is recommended that the resolution be approved in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is due to the deadline of October 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Michelle Reeder
Finance Director

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Ohio Revised Code Section 5705.36

Office of the Budget Commission,
Sandusky, Erie County, Ohio, August 28, 2024

To the Taxing Authority of the **City of Sandusky:**

The following is the official certificate of estimated resources for the fiscal year beginning January 1, 2025, as made by the Budget Commission of Erie County, which shall govern the total of appropriations made at any time during such fiscal year.

FUND	Unencumbered Balance January 1, 2025	Taxes	Other Sources	TOTAL
General Fund	5,200,038	2,000,739	32,249,036	39,449,813
Special Revenue Funds	8,545,606	1,011,006	10,100,072	19,656,684
Debt Service Funds	2,333,380	-	2,705,470	5,038,850
Capital Projects Funds	7,787,223	-	16,366,063	24,153,286
Special Assessment Funds	493,663	-	360,041	853,704
Enterprise Funds	7,270,536	-	21,854,201	29,124,737
Internal Service Funds	947,935	-	4,800,000	5,747,935
Fiduciary Funds	2,725,221	-	3,282,531	6,007,752
TOTAL	35,303,602	3,011,745	91,717,414	130,032,761


Erie County Auditor


Erie County Prosecutor


Erie County Treasurer

Erie County Budget Commission

FUND	Unencumbered Balance January 1, 2025	Taxes	Other Sources	TOTAL
General Fund	5,200,038	2,000,739	32,249,036	39,449,813
Special Revenue Funds				
216 Street Construction Maintenance & Repair	1,463,593		1,774,830	3,238,423
217 State Highway	269,109		107,786	376,895
218 Public Transit	259,683		3,064,245	3,323,928
227 Parks & Recreation	700,921	682,118	520,590	1,903,629
236 Fire Pension	97,250	164,444	813,045	1,074,739
237 Police Pension	21,620	164,444	663,139	849,203
239 State Grant	16,450		160,000	176,450
240 Coronavirus Relief	4,405,914			4,405,914
241 Federal Grant	400,495		2,569,283	2,969,778
242 Indigent Driver Alcohol	213,010		22,612	235,622
243 Enforcement & Education	7,270		3,417	10,687
244 Court Computer	100,423		20,100	120,523
245 Indigent Telephone	67,498		10,050	77,548
246 Probation Service	163,355		50,250	213,605
247 Payroll Stabilization	141,920		175,000	316,920
248 Real Estate Development	157,295		100,500	257,795
249 Opioid Settlement	59,800		45,225	105,025
Total Special Revenue	8,545,606	1,011,006	10,100,072	19,656,684

FUND	Unencumbered Balance January 1, 2025	Taxes	Other Sources	TOTAL
Debt Service Funds				
535 Special Assessments	750,835		120,600	871,435
434 Bond Retirement	217,075		909,525	1,126,600
435 Urban Renewal Debt	152,175		620,095	772,270
436 Central Public Utility Fund	220,525		120,600	341,125
437 Cleveland Rd Improvement	957,455		648,225	1,605,680
438 Cook Building TIF	35,315		286,425	321,740
Total Debt Service				
	2,333,380	-	2,705,470	5,038,850
Capital Projects Funds				
430 Capital Improvements	1,157,160		716,063	1,873,223
431 Capital Projects	6,630,063		15,650,000	22,280,063
Total Capital Projects				
	7,787,223	-	16,366,063	24,153,286
Special Assessment Funds				
433 Special Assessment Improvements	493,663		360,041	853,704
Total Special Assessments				
	493,663	-	360,041	853,704

FUND	Unencumbered Balance January 1, 2025	Taxes	Other Sources	TOTAL
Enterprise Funds				
612 Water Revenue	1,871,042		8,854,201	10,725,243
613 Sewer Revenue	5,399,494		13,000,000	18,399,494
Total Enterprise	7,270,536	-	21,854,201	29,124,737
Internal Service Funds				
701 Internal Service Fund	947,935		4,800,000	5,747,935
Total Internal Service	947,935	-	4,800,000	5,747,935
Fiduciary Funds				
863 Trust - Expendable	638,810		57,385	696,195
873 Trust - Non-expendable	275,840		1,106	276,946
876 Cemetary Endowment	737,430		28,140	765,570
880 Agency - Treasury	39,985		25,125	65,110
888 Special Assessments non city	-		55,275	55,275
890 Agency -Non-treasury	1,033,156		3,115,500	4,148,656
Total Fiduciary	2,725,221	-	3,282,531	6,007,752

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE ERIE COUNTY BUDGET COMMISSION FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2025; AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has certified its action regarding the amounts and rates and necessary tax levies to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part thereof is in excess of, and what part within, the ten-mill tax limitation; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to meet the statutory deadline of October 1, 2024, for approval as required by O.R.C. §5705.34; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission approves the amounts and rates as determined by the Budget Commission for Fiscal Year commencing on January 1, 2025 in its certification to this City Commission.

Section 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied in excess of, and within, the ten-mill limitation as set forth below:

SCHEDULE A

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

AMOUNTS APPROVED BY THE BUDGET COMMISSION
INSIDE 10-MILL LIMITATION

		INSIDE 10-MILL
General Fund	\$2,000,739.00	3.65
Police Pension Fund	\$ 164,444.00	.30
Fire Pension Fund	\$ 164,444.00	.30
TOTAL	\$2,329,627.00	4.25

AMOUNTS TO BE DERIVED FROM LEVIES
OUTSIDE 10-MILL LIMITATION

		OUTSIDE 10-MILL
Recreation Levy	\$682,118.00	1.26
TOTAL	\$682,118.00	1.26

Section 3. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution to the Erie County Auditor.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereof, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: September 11, 2024

Subject: Commission Agenda Item – U.S. Department of Transportation, Safe Streets and Roads for All grant

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a grant application to the U.S. Department of Transportation for the Safe Streets and Roads for All (SS4A) Grant Program for \$600,000 and if awarded, approval to execute a grant agreement.

BACKGROUND INFORMATION: In April of 2020, Erie Regional Planning Commission finalized a county-wide planning effort that concluded the Road Safety Plan supporting the state-wide initiative Toward Zero Deaths. Later, through the Bipartisan Infrastructure Law a program called Safe Streets and Roads for All (SS4A) was created allocating \$5 billion in funds over five years. The program was put into place to support the National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on our nation's roadways. The SS4A grant awards projects supporting planning, demonstration, implementation, behavior and operations on all types of streets involving all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, micro-mobility users, motorists, and commercial vehicle operators.

From 2017-2021, the city experienced 5 traffic deaths 60 serious injuries, and 2,977 total crashes; 60 crashes involved bicycles or pedestrians: 10 resulting in a fatality or serious injuries. With 57% of the population living in a disadvantaged census tract, connectivity to available amenities and safe mobility in these neighborhoods are important for improved quality of life. Therefore, in 2023, the city accepted a planning grant totaling \$200,000 to create a Safe Streets Action Plan through public engagement process.

While the plan is still being developed, many recommendations for specific infrastructure, behavioral, and operational initiatives have been discussed that could reduce or eliminate fatal and serious injury crashes for all forms of transportation. However, permanent implementation of some of the recommendations can be extremely costly without much improvement to safety. Staff were not aware of the grant deadline until the day before it was due and therefore is now requesting City Commission to approve and ratify the submission of the application. If awarded, the City will use the funds for supplemental planning and demonstration activities for Sandusky's Safe Streets Action Plan as explained in the attached document and summarized below:

1. Equity Assessment – increased engagement to further the plan to connect disadvantaged community groups with particular city amenities through safe non-motorized transportation
2. Three temporary demonstration projects for speed reduction:
 - a. Dynamic Speed Signs
 - b. Speed Tables
 - c. Chicanes
3. Development of complete street guidelines to help future safety project planning

These types of projects have been requested by residents for many, many years, but permanent implementation can be very costly. For this reason, smaller projects can answer lingering questions while not spending unnecessary funds. If a temporary demonstration project is successful, the city could apply for permanent implementation funding through the same program. If unsuccessful, the temporary infrastructure could easily be removed and returned to its original condition.

BUDGETARY INFORMATION: If awarded, the City would receive \$600,000 in grant funding with a total matching share of \$150,000 (\$50,000/year for 3 years). The City's match would be paid with Capital Projects Funds designated for microsurfacing in the 5-year capital improvement plan and thereby not reducing street resurfacing funding.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to approve and ratify the submission of a grant application to the U.S. Department of Transportation for the Safe Streets and Roads for All program, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter as the application was submitted prior to the deadline of August 29, 2024.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CITY OF SANDUSKY

Safe Streets for All Action Plan Supplementation
Planning and Demonstration Grant Application



Table of Contents

Key Information Table	1
Project Narrative.....	2
Locations:	2
Safety Impact:	Error! Bookmark not defined.
Speed Management:	3
Complete Street Guidelines:	3
Equity Assessment:.....	Error! Bookmark not defined.
Project Readiness:	3

Table of Figures

Figure 1. ETC Disadvantage Census Tract Results.....	Error! Bookmark not defined.
Figure 2. Demonstration Project Roadway Segments and Intersections of Interest	3

Table of Tables

Table 1. Key Information Table.....	1
-------------------------------------	---

KEY INFORMATION TABLE

Table 1. Key Information Table

Lead Applicant	City of Sandusky
Lead Applicant Unique Entity Identifier (UEI)	RDEJBM2HFJG3
Eligible Entity Type	a political subdivision of a State or territory
Total Applicant Jurisdiction Population	25,095 (City of Sandusky city limits)
Count of Motor-Vehicle-Involved Roadway Fatalities 2017-2021	6, average of 1.5/year (NHTSA Fatality and Injury Reporting System Tool)
Total Average Annual Fatality Rate (per 100,000 population)	24/100,000 (based on 5-year average from NHTSA Fatality and Injury Reporting System Tool; 2022 U.S. Census American Community Survey)
Total Percent of Population in Underserved Communities Census Tract(s)	57% (per USDOT Equitable Transportation Community Explorer Tool)
Project Title	Sandusky's Safe Streets Action Plan: Demonstration Activities.
Application Type	Demonstration Activities to inform development of an Action Plan.
Description of Supplemental Planning and Demonstration Activities (if relevant)	<ul style="list-style-type: none"> • Speed management pilot program • Complete street guidelines • Equity assessment • Demonstration projects on High Injury Corridors
Total Federal Funding Request	\$600,000
Total Non-Federal Share	\$150,000
Total SS4A Funds Requested	\$600,000
Total Other Federal Funds Used	N/A
Total Project Cost	\$750,000
Coordination	None required, not requesting new Action Plan only

PROJECT NARRATIVE

Sandusky is a small Ohio city with booming tourism tied to Lake Erie and Cedar Point. Greater Sandusky and Erie County is rural, relying on Sandusky for daily needs, creating a larger impact area. From 2017-2021, the city experienced 5 traffic deaths, 60 serious injuries, and 2,977 total crashes. 60 crashes involved bicycles or pedestrians: 10 resulting in a fatality or serious injuries. Per the USDOT Equitable Transportation

Community (ETC) Explorer, 57% of the Sandusky, Ohio project area lives in a disadvantaged census tract. However, the project area defined per the ETC is the greater metropolitan area, the disadvantage census tracts make up the entire city limits minus Cedar Point. With its tourism-driven economy and ownership of the county-wide transit agency, the city is committed to improving transportation safety as evident by the ongoing development of a Safety Action Plan (SAP). “Sandusky's Safety Action Plan: Improving Transportation Safety for All Modes” is building upon previous planning efforts and community input to develop specific infrastructure, behavioral, and operational initiatives to eliminate FSI crashes for all motorized and non-motorized roadway users. However, Sandusky wants to take this effort a step further. With a supplementary planning and demonstration grant, Sandusky will accelerate the reduction of serious injuries and fatalities through speed management education, implementing complete street guidelines for standard traffic calming designs, and continued engagement through an equity assessment.

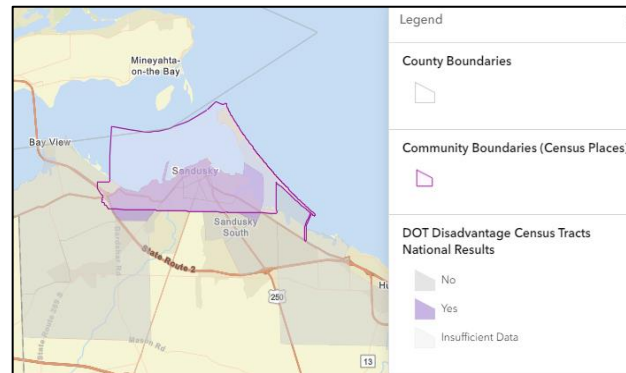


Figure 1. ETC Disadvantage Census Tract Results

Safety Impact: A systemic analysis was conducted as a part of the ongoing development of Sandusky’s SAP, which looked at fatality and injury crashes between 2014 and 2021. Two key outputs of this analysis were Sandusky’s High Injury Network and High Injury Intersection maps, which were used in conjunction with the ETC explorer to identify potential areas to conduct pilot programs, feasibility studies, and other types of engineering studies. A brief summary of these supplemental planning and demonstration activities include:

- **Speed management pilot program:** featuring an educational campaign and demonstration projects throughout the neighborhoods of Sandusky. This would help emphasize focused safety effort on vulnerable road users. Including before and after studies of the improvements.
- **Complete street guidelines:** to develop city standards for implementing traffic calming.
- **Equity assessment:** to target engagement with the goal of connecting low income and other minority groups to City amenities through safe non-motorized transportation options.

Locations: Based on the high-injury and high-risk networks developed as part of the ongoing SAP efforts, the following corridors and intersections have been identified for quick build demonstration projects: Hayes Avenue, Monroe Street, Tiffin Avenue, Washington Street, Milan Road, Camp Street.



Figure 2. Demonstration Project Roadway Segments and Intersections of Interest

Speed Management: Over speeding was identified as one of the leading causes of FSI crashes within the City of Sandusky. This has been observed with residents sharing concerns of speeding in their communities. As a step to address speeding, the City will work with the police department to deploy technologies to monitor and alert drivers of speeding issues. The goal of the pilot program would be to test out proven speed management countermeasures across the city on neighborhood streets identified in the High-Injury Network. **The pilot program would look at: Dynamic Speed Signs, Speed Tables, and Chicanes.** Each neighborhood (East, West, South) in Sandusky would receive one of the treatments for testing. Before-and-after studies would be completed and compared to address a city-wide approach to lowering travel speeds and increase roadway safety.

Complete Street Guidelines: The City of Sandusky street grid was originally laid out using the masonic symbols creating streets and intersections with uniformity. While this created many skewed intersections throughout the city, this also eases the creation of a complete street guidelines and allows the systemic implementation of cost-effective traffic calming measures. To help inform the public of these new guidelines the City will utilize demonstration projects (mentioned above) to test out potential traffic calming measures.

Project Readiness: The City of Sandusky will initiate its SS4A demonstration activities starting on *January 1st, 2025*, with completion targeted for *December 31, 2027*. The process will kick off in *January 2025* with a bid solicitation to select consultants. Installation of the proposed enhancements will then commence *December 1st, 2025*, concluding the demonstration phase on *January 31st, 2027*. Analysis of the results of planning and demonstration activities will begin *February 1st, 2027* and last through *December 31st, 2027*; potential scheduling constraints related to administrative requirements outlined in Section F, such as domestic preference considerations, waivers, compliance with the National Environmental Policy Act, and permitting processes, the city will integrate these factors into its timeline. By addressing these administrative elements within the narrative and aligning them with the project schedule, The City of Sandusky aims for a smooth and timely implementation of the SS4A demonstration activities.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION THROUGH THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM FOR FINANCIAL ASSISTANCE WITH ACTIVITIES FOR SANDUSKY'S SAFE STREETS ACTION PLAN; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in April of 2020, Erie Regional Planning Commission finalized a county-wide planning effort that concluded the Road Safety Plan that supported the state-wide initiative Toward Zero Deaths; and

WHEREAS, in May of 2022, the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years (2022-2026) and is available for funding regional, local, and Tribal initiatives to prevent roadway deaths and serious injuries; and

WHEREAS, the Safe Streets and Roads for All (SS4A) grant is setup up to award projects supporting planning, demonstration, implementation, behavior and operation on all types of streets involving all roadway users, including pedestrians, bicyclists, public transportation, personal conveyance, micro-mobility users, motorists, and commercial vehicle operators; and

WHEREAS, the City Commission authorized the filing of a grant application with the U.S. Department of Transportation for financial assistance through the Safe Streets and Roads for All (SS4A) Grant Program for the development of a citywide mobility action plan by Resolution No. 048-22R, passed on September 12, 2022, and subsequently was awarded funds in the amount of \$200,000.00; and

WHEREAS, the City Commission approved an agreement for Professional Services with WSP USA Inc., of Cleveland, Ohio, for the development of a citywide safe streets action plan by Ordinance No. 24-006, passed on January 8, 2024, and through a public engagement process, the plan is still being developed; and

WHEREAS, the City is requesting grant funds in the amount of \$600,000.00 with a matching share of \$150,000.00 which will be budgeted with Capital Projects Funds over a three (3) year period; and

WHEREAS, if awarded, the City will use the funds for supplemental planning and demonstration activities for Sandusky's Safe Streets Action Plan and the activities are summarized as follows: Speed Management Pilot Program, Complete Street Guidelines, and Equity Assessment; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the application to the U.S. Department of Transportation which was submitted prior to the deadline of August 29, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation

of Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves and ratifies the submission of a grant application on behalf of the City of Sandusky with the U.S. Department of Transportation through the Safe Streets and Roads for All (SS4A) Grant Program for financial assistance with activities for Sandusky's Safe Streets Action Plan and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: September 16, 2024

Subject: Commission Agenda Item – Maintenance of State Route 2 in Sandusky City Limits

ITEM FOR CONSIDERATION: Legislation to authorize the payment to the Treasurer of State, C/O Ohio Department of Transportation (ODOT) for maintenance of State Route 2, located within the city limits, in the amount of \$30,315.26.

BACKGROUND INFORMATION: Per state law, maintenance of state routes and US routes are the responsibility of the municipality where they cross through the corporation limit. Ordinance 8203-C, passed March 27, 1978, required the City of Sandusky to annually pay ODOT for maintenance that includes but is not limited to snow plowing. There are approximately Seven (7) lane miles of State Route 2, including on- and off-ramps that are within the City's corporation limits. The following two agreements were updated in 2022:

Snow Removal:

Since 2018, the City has accepted responsibility for snow and ice control of State Route 101 south of the City's corporation limits totaling 0.2 miles of two- and four-lane roadways, including the SR-2 overpass. In turn, ODOT will perform snow and ice control for the portions of SR-2 that are in the City limits.

SR-2 Maintenance and/or Repair:

ODOT will perform routine maintenance and repairs such as pothole patching, crack sealing, pavement markings, striping, storm sewer cleaning, ditch operations, sweeping activities, sign repairs, overhead lighting, mowing, and guardrail repairs. ODOT will also perform all drainage repairs less than \$15,000. Any drainage repairs exceeding \$15,000 shall remain the responsibility of the respective responsible party.

Ordinance 22-165, passed August 22, 2022, consented to the current contracts. The term for the new agreements would expire "on the last date of the current biennium" but "may be renewed in writing for additional (2) year terms." Hence, these agreements can remain in effect until either party desires to terminate or modify them.

The monetary uptick in the bill occurs when Erie ODOT forces do more in-house work along the Erie SR2 corridor. Last year, Erie County ODOT did large amounts of pavement repairs on eastbound and westbound SR 2, berming, pipe cleanout, and ditch-cleaning.

BUDGETARY INFORMATION: The total cost for the State Route 2 maintenance services for dates 7/1/2023 through 6/30/2024, is \$30,315.26, and will be paid from the City of Sandusky State Highway Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approved to make the payment in the amount of \$30,315.26 to the Treasurer of State, C/O Department of Transportation (ODOT), for work performed 7/1/2023 to 6/30/2024, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to make payment as soon as possible for services already provided and consistent with the invoice received August 18, 2024.

I concur with this recommendation:

John Orzech
City Manager

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; Stewart Hastings, Law Director



**Department of
Transportation**

INVOICE

IN ACCOUNT WITH:

SANDUSKY CITY
240 COLUMBUS AVENUE
SANDUSKY, OH 44871

**ADDRESS QUESTIONS CONCERNING
THIS INVOICE TO:**

OHIO DEPARTMENT OF TRANSPORTATION
906 NORTH CLARK AVE
ASHLAND, OH 44805 District - 3

(419)207-7031
(419)207-7050

COUNTY	INVOICE NO.	INVOICE DATE	PATROL REPORT	DUE DATE
	030088	08/08/2024	0	09/07/2024

DESCRIPTION OF WORK DONE:	UNIT	QUANTITY	UNIT PRICE	TOTAL
Annual Maintenance Agreement for SR2. in Erie County. Period covers 07/01/2023 through 06/30/2024.				
ANNUAL MAINTENANCE AGREEMENT YEAR		1	\$30,315.26	\$30,315.26

Pursuant to Ohio Rev. Code 131.02, in the event this invoice is not paid within 45 days after payment is due, the matter will be certified to the Ohio Attorney General's office for collection. Once the account is certified to the Attorney General, you and your insurance company are responsible for collection costs, interest, and any fees incurred if the account is assigned to special counsel or third-party vendors for collections.

SUBMISSION OF THIS INVOICE TO YOUR INSURANCE COMPANY OR EMPLOYER IS YOUR RESPONSIBILITY FOR VISA/MASTERCARD PAYMENT PLEASE VISIT www.transportation.ohio.gov/paybycard

TOTAL AMOUNT DUE	\$30,315.26
-------------------------	--------------------

↓ PLEASE RETURN BOTTOM PORTION OF INVOICE WITH PAYMENT ↓

MAKE CHECKS PAYABLE TO:

TREASURER OF STATE
C/O DEPARTMENT OF TRANSPORTATION

INVOICE NUMBER:

030088

TOTAL DUE:

\$30,315.26

REMIT TO:

OFFICE OF BUDGET AND FORECASTING
1980 WEST BROAD STREET, 4th FLOOR
COLUMBUS, OH 43223
ATTN: ACCOUNTS RECEIVABLE MS2130

DUE DATE:

09/07/2024

CERTIFICATE OF FUNDS

In the Matter of: ODOT- State Route 2 Maintenance

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #217-6220-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/16/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO THE TREASURER OF STATE, OHIO DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROUTE 2 IN THE CITY OF SANDUSKY BY THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City by the Ohio Department of Transportation (ODOT) by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for maintenance that included but is not limited to snow plowing; and

WHEREAS, since 1978, the City and the Ohio Department of Transportation have entered into numerous agreements, modifying the obligations of the City and ODOT based upon current needs; and

WHEREAS, in 2022, ODOT proposed to separate Snow Removal and Maintenance and/or Repair into two (2) separate agreements summarized as follows:

Maintenance and/or Repair:

ODOT will perform routine maintenance and repairs such as pothole patching, crack sealing, pavement markings, striping, storm sewer cleaning, ditch operations, sweeping activities, sign repairs, overhead lighting, and guardrail repairs. ODOT will also perform all drainage repairs less than \$15,000. Any drainage repairs exceeding \$15,000 shall remain the responsibility of the respective responsible party.

Snow Removal:

Since 2018, the City has accepted responsibility for snow and ice control of State Route 101 south of the City's corporation limits totaling 0.2 miles of two- and four-lane roadways, including the State Route 2 overpass. In turn, ODOT will perform snow and ice control for the portions of State Route 2 that are in the City limits.

WHEREAS, this City Commission approved the agreements with the Ohio Department of Transportation for the Maintenance and/or Repair Agreement by Ordinance No. 22-102, passed on May 23, 2022, and for the Snow Removal Agreement by Ordinance No. 22-165, passed August 22, 2022; and

WHEREAS, the cost for maintenance services for the period of July 1, 2023, through June 30, 2024, is \$30,315.26 and will be paid with the City's State Highway Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to

allow payment to be made to the Treasurer of State, Ohio Department of Transportation as soon as possible for services already provided and consistent with the invoice received August 18, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to the Treasurer of State, Department of Transportation for the maintenance of State Route 2 for the period of July 1, 2023, through June 30, 2024, in an amount **not to exceed** Thirty Thousand Three Hundred Fifteen and 26/100 Dollars (\$30,315.26), consistent with the invoice received by the City.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: September 10, 2024

Subject: Commission Agenda Item – Expend Funds for the Gazebo Restoration Located in Washington Park

ITEM FOR CONSIDERATION: Legislation approving the expenditure of additional funds for the Gazebo Restoration located in Washington Park project.

BACKGROUND INFORMATION: Legislation was passed at the July 22, 2024, meeting approving a contract with Garland/DBS, Inc. of Cleveland, Ohio through the U.S. Communities Government Purchasing Alliance for the restoration of the Gazebo in Washington Park. The Contractor began work at the end of August, once deconstruction of components of the Gazebo started it was discovered that all the support beams have rotted out and deteriorated beyond the point for repair. Through staff review and coordination with the contractor, it was unanimously agreed that in order to move forward with the restoration the beams need to be addressed.

This additional work can be accomplished within the original timeframe, assuring completion prior to scheduled events within the park in October and November.

BUDGETARY INFORMATION: The original contract amount was \$65,260.00, additional costs are an increase of \$9,700.00, increasing the contract to \$74,960.00, the additional costs will be paid for out of Capital Improvements funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving the expenditure of additional funds for the Gazebo Restoration located in Washington Park project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to assure total project completion prior to scheduled Washington Park Lighting Ceremony.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



3800 E 91st Street
Cleveland, OH 44105
Ph : 800-762-8225

Change Request

To: The City of Sandusky

Number: 1

Date: 9/6/24

Job: 25-OH-240481 Sandusky Washington Gazebo

Phone:

Description: Address post rot prior to Sandusky Gazebo project

We are pleased to offer the following specifications and pricing to make the following changes:

All 12 5x5 cedar posts have extensive wood rot at the base where they contact the concrete pad, remove rotten wood and replace with a notched ship lap joinery.

Remove the weight load of each post by hydraulic jack

Remove post wraps and through-fasteners

Remove wood rot in a L shape cut

Replace missing section with L shape wood, ground contact 5x5 treated pine

Rewrap post with new wood and continue with project as per original plans

Any small surface deterioration of cedar will be treated with hardener, wood filler

The total amount to provide this work is \$9,700.00

Submitted by: EVAN CLARK

Approved by: _____

Date: _____

CERTIFICATE OF FUNDS

In the Matter of: Garland- Gazebo restoration change order

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #430-3700-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/19/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND ADDITIONAL FUNDS TO GARLAND/DBS, INC. OF CLEVELAND, OHIO, THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE GAZEBO RESTORATION LOCATED IN WASHINGTON PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Washington Park Gazebo is a historical fixture in Washington Park and hosts events like the Stars & Stripes Community Celebration, the Holiday Lighting Ceremony, Gazebo Concert Series and several weddings each year; and

WHEREAS, the Sandusky Community Celebrations Council has been instrumental in programming the gazebo and has been vigilant on the upkeep of the gazebo over the years but it needs repairs to extend the life of the structure; and

WHEREAS, the Gazebo Restoration located in Washington Park involves replacing portions of handrail, trim, post wraps, and upper fascia of gazebo to match previous with regular pressure treated pine lumber and when completed, the gazebo will be pressure washed and stained; and

WHEREAS, the City Commission authorized the expenditure of funds to Garland/DBS, Inc. of Cleveland, Ohio, through the U.S. Communities Government Purchasing Alliance for the Gazebo Restoration located in Washing Park by Ordinance No. 24-142, passed on July 22, 2024; and

WHEREAS, once deconstruction of components of the Gazebo began, it was discovered that all the support beams were rotted and deteriorated beyond the point for repair and through review and coordination with the contractor, it was unanimously agreed that the beams needed to be addressed to move forward with the restoration; and

WHEREAS, the original cost for the restoration was \$65,260.00, and with the additional cost of \$9,700.00 for the new wood and labor, the total cost is \$74,960.00, and these additional costs will be paid with Capital Improvement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ensure completion of the work prior to the Washington Park Lighting Ceremony; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to expend additional funds to Garland/DBS, Inc., for the Gazebo Restoration located at Washington Park at an amount not to exceed Nine Thousand Seven Hundred and 00/100 Dollars (\$9,700.00) for a total amount **not to exceed** Seventy-Four Thousand Nine Hundred Sixty and 00/100 Dollars (\$74,960.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: September 11, 2024

SUBJECT: **Serving our Seniors Contact for Transportation Services 2025**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky / Sandusky Transit System and Serving Our Seniors.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County older adults, to support their independent functioning while living independently for clients of Serving Our Seniors (SOS). These clients are transported on a daily schedule coordinated between STS and SOS. SOS is under the direction of Executive Director Sue Daugherty. In consideration of the discounted transportation service, as provided within the contract, SOS will lease five (5) vehicles to the City.

This contract will be in effect from October 1, 2024 until September 30, 2025. The contract will not exceed a total amount of \$200,000.04.

Under the terms of the contract, STS will provide SOS with reports and information detailing the transportation services provided to SOS clients. SOS will be invoiced and billed on a monthly basis and be expected to pay in a timely manner.

BUDGET IMPACT: SOS will pay \$16,666.67 per month to STS to provide transportation services to existing Serving Our Seniors clients during the term of the contract. The money collected will be used to leverage additional capital and operating revenue from the Ohio Department of Transportation (ODOT).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a one (1) year contract for transportation services with Serving Our Seniors. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to continue providing transportation services to Serving Our Seniors.

James A. Stacey III

Transit Administrator

I concur with this recommendation:

Colleen Gilson

Community Development Director

John Orzech

City Manager

cc: Stewart Hastings, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SERVING OUR SENIORS (SOS) FOR THE PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Serving Our Seniors (SOS) is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System; and

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as not being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center for a monthly flat fee; and

WHEREAS, SOS owns five (5) vehicles that it desires to lease to the City, at a cost of \$0.00/month per vehicle, in consideration for the provision of discounted Demand Response transportation services to eligible seniors and free transportation services on the Fixed Routes to those eligible residents aged sixty (60) and over, registered with SOS and possess a valid pass issued by SOS; and

WHEREAS, approval to enter into another Lease Agreement for these vehicles is being requested in companion legislation; and

WHEREAS, the Sandusky Transit System will receive from SOS a monthly flat fee of \$16,666.67 for Demand Response transportation services for a total annual amount of \$200,000.04 for the period of October 1, 2024, through September 30, 2025; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Transportation Services Agreement, which commenced on October 1, 2024, and to continue providing transportation services to Serving Our Seniors; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager be and hereby is authorized to execute an Agreement with Serving Our Seniors for transportation services for the period from October 1, 2024, through September 30, 2025, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024

**Agreement: Transportation Services
Serving Our Seniors
And the City of Sandusky**

This Agreement is made and entered into this ____ day of _____, 2024 by and between the City of Sandusky (City) / Sandusky Transit System (STS), 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, [City] and Serving Our Seniors, Inc., 310 E. Boalt Street, Sandusky, Erie County, Ohio 44870, [SOS], collectively the Parties, under the conditions agreed upon as enumerated below, for the provision of transportation services to Erie County residents aged sixty (60) and over:

WHEREAS, SOS is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System;

WHEREAS, "Demand Response System" is defined by the Federal Transit Administration as any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand response service;

WHEREAS, the City operates the Sandusky Transit System (STS) which provides public transportation within certain areas of Erie County, Ohio;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as *not* being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center (Eligible Seniors) for a monthly flat fee;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been registered and verified by SOS, as being unable to afford the \$1.50 rate for a one-way trip; and possess a valid pass (SOS **Reduced Rate** Pass Holders) permitting the Eligible Senior to pay the rate of .50 cents per one-way trip.

WHEREAS, SOS owns five (5) vehicles that it desires to lease to the City, at a lease cost of \$0.00/month per vehicle, in consideration of the City providing free public transportation services on Fixed Routes to eligible Erie County residents aged sixty (60) and over;

WHEREAS, in consideration of the leasing of five (5) vehicles from SOS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents age sixty (60) and over, registered with SOS and possess a valid pass issued by SOS (SOS **Fixed Route** Pass Holders), except for those days and times on which services are not provided, as enumerated below.

NOW, THEREFORE, the parties agree as follows:

The City through its public transit system (STS), shall provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified as being eligible by SOS (Eligible Seniors). SOS agrees to pay a monthly flat fee of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$16,666.67), for a total annual amount not to exceed Two Hundred Thousand and 04/100 Dollars (\$200,000.04).

In consideration for the provision of discounted demand response transportation services to Eligible Seniors and free transportation services on the Fixed Routes to those eligible residents as defined above, and for no other consideration whatsoever, the parties hereby agree that SOS shall lease to the City five (5) vehicles at a lease cost of \$0.00/month per vehicle.

1. The City responsibilities:
 - a) The City shall operate and provide the highest quality transportation service possible and shall stress safety, respect for consumers, service quality, on-time performance, and comfort and convenience for all individuals transported by the City on the Sandusky Transit System.
 - b) The City shall operate and provide escorted service to Eligible Seniors who have such a need, from the door of the building where the trip originates to the door of the building upon arriving at the destination of the one-way trip.
 - c) The City shall provide Demand Response transportation services for Eligible Seniors within the Erie County service area and up to ten (10) miles in the Lorain County portion of Vermilion and Brownhelm Township, Ohio,

- during its regular public transit service hours Monday through Friday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The City shall provide door-to-door service upon request.
- d) The City shall provide transportation services on Fixed Routes at no cost to SOS Pass Holders during its regular public transit service hours or 6:00 AM to 10:00 PM Monday through Saturday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The Fixed Routes Service Area Map is attached hereto and incorporated herein as Exhibit "A".
 - e) The City shall operate as usual during inclement weather unless the Erie County Sheriff has declared a level 2 or 3 snow emergency.
 - f) The City shall provide and maintain a telephone number for Eligible Seniors to make or cancel reservations for Demand Response transportation services.
 - g) When scheduling rides for Demand Response transportation services, the City shall notify Eligible Seniors that they may be picked up fifteen (15) minutes prior to or after the scheduled pick up time.
 - h) Eligible Seniors shall be able to schedule regularly occurring trips for Demand Response transportation services up to six (6) months in advance.
 - i) Demand Response transportation services scheduled by Eligible Seniors up to forty-eight (48) hours in advance shall be guaranteed by the City, subject to acts of God, labor stoppages, and other unforeseen events that are outside the control of the City.
 - j) The City shall submit a monthly invoice to SOS for Demand Response transportation services rendered to Eligible Seniors on or before the 10th day of each month in the amount of \$16,666.67. Each Eligible Senior is responsible to pay directly to the City/STS the discounted Eligible Senior Rate of \$1.50 per one-way trip, with the exception of those who are a pass holder of an SOS **Reduced Rate** Pass. Invoices shall include an alphabetical listing of each Eligible Senior, the origin and destination of each trip, and the total number of trips taken by each Eligible Senior for the month. SOS shall submit payment to the City within fifteen (15) days after receipt of the invoice.
 - k) The City shall ensure that all Federal and State transportation laws and regulations applicable to public transportation are followed.
 - l) The City shall provide SOS detailed reports and data on ridership from the records maintained by the City within 72 business hours of request by SOS.

- m) The City Transit Administrator shall act as the liaison for the Sandusky Transit System with SOS and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by SOS.
- n) The City shall report incidents that involve the health and safety of one or more Eligible Seniors or SOS Pass Holders within twenty-four (24) hours of occurrence to SOS.
- o) The City shall report the name and address of each passenger that is denied a ride to SOS by the end of each calendar month. The City and SOS will meet quarterly to discuss rides that were denied.

2. SOS Responsibilities:

- a) SOS shall supply the City with the name, date of birth, address, telephone number, and any special accommodations that may be necessary for each Eligible Senior and SOS Pass Holder permitted to utilize discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- b) SOS shall notify the Sandusky Transit Administrator within twenty-four (24) hours after an Eligible Senior or a SOS Pass Holder becomes ineligible to receive discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- c) The City has developed a Code of Conduct that all individuals shall follow while riding Sandusky Transit System vehicles. The Code of Conduct references unacceptable behavior while on the City's vehicles and the consequences of the unacceptable behaviors. The City shall make periodic updates to the Code of Conduct and inform SOS as to when the updates are complete and ready to be sent out to riders. Upon notification from the City, SOS shall notify Eligible Seniors and SOS Pass Holders regarding the Sandusky Transit System's Code of Conduct.
- d) The Executive Director of SOS shall be the liaison with the City and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by the City.

3. Miscellaneous Provisions

- a) SOS shall be notified by the City as soon as practicable in the event of any accident or collision involving any of the vehicles. The driver of the vehicle involved in the collision shall make a detailed report as required by FTA regulations. A copy of the report shall be submitted to SOS upon completion.

- b) The City and SOS shall monitor the administration and execution of this Agreement and evaluate its effectiveness and shall work together to facilitate positive and open communication and trust between the Parties. It is acknowledged and agreed by the Parties that not all events and incidents can be anticipated or procedurally accounted for in this document. Issues shall be resolved on an individual basis via written communication between the City and SOS until mutual agreement is reached.
 - c) It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and shall be interpreted in a manner consistent with the City Charter, Codified Ordinances of the City of Sandusky, SOS By-Laws and operational procedures of both SOS and the City.
 - d) This Agreement may be modified from time to time for any reason. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party.
4. The Americans with Disabilities Act does not require an entity to provide services to an individual who engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees, the entity, or other persons. If both Parties do not agree on a course of action regarding an incident, then the Parties shall seek the services of an impartial third party to mediate an agreed upon resolution (see Section 9).
 5. Eligible Seniors shall be afforded the opportunity of a hearing in accordance with STS policies and procedures within thirty (30) days of any permanent or temporary suspension to show cause why the suspension should not be imposed. The individual shall be afforded a notice of the show cause hearing, including the type of suspension to be imposed and the events leading to such a suspension.
 6. Term. This Agreement shall be in effect from October 1, 2024 until September 30, 2025.

7. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of termination to the other party's authorized representative:

For the City:
City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

For SOS:
Serving Our Seniors
c/o Executive Director
310 E. Boalt Street
Sandusky, OH 44870

In the event that funding for the services provided in this Agreement is eliminated or decreased, each Party shall have a right to terminate or negotiate a modification of this Agreement, including but not limited to compensation. The City shall continue to provide transportation services until the effective date of termination, and SOS shall make payment in accordance with the payment provisions of this Agreement for the transportation services provided by the City prior to the effective date of termination.

8. Force Majeure. In the event the City is unable to provide transportation services because of acts of God, any acts of war, terrorism, unavoidable accident, labor strike or other labor dispute, fire, riot or civil commotion, government action or decree, and/or any other cause beyond the reasonable control of the party whose performance is affected, shall not be deemed a breach of this Agreement.
9. Arbitration. Any disagreement regarding stated provisions or required negotiations, or other provisions not specifically covered by this Agreement, and for which no mutual agreement can be reached, shall be settled by arbitration as follows:
- (a) The City shall select and appoint one (1) arbitrator and SOS shall select and appoint one (1) arbitrator.
 - (b) The two (2) appointed arbitrators shall select and appoint a third.
 - (c) All three (3) arbitrators shall be residents of Erie County, Ohio.
 - (d) The City and SOS shall agree to the settlement of differences as reached by a majority of the appointed arbitrators.
10. Neither party hereto is agent, employee or servant of the other, and this Agreement is made for the sole purpose of establishing the division of responsibilities between the City and SOS in connection with the provision of

transportation services and does not in any manner create a partnership between the parties hereto.

11. Entire Agreement. This Agreement supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
13. Severability. If any of the terms of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Amendment. This Agreement may be modified, changed, or amended with the written consent of both Parties.
15. This Agreement shall be passed by ordinance or resolution by both Parties and such ordinance or resolution or action of the respective City Commission of the City of Sandusky and Serving Our Seniors shall be herein attached and incorporated by reference as Exhibits "B" and "C".

Signature Pages to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year above first written.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the
Board of Trustees

Witness

David W. Brink, Treasurer of the
Board of Trustees

LESSEE: CITY OF SANDUSKY

Witness

John Orzech, City Manager

Approved as to Form:

Stewart Hastings #0025852
Law Director
City of Sandusky



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: John Orzech, City Manager
FROM: James A. Stacey III, Transit Administrator
DATE: September 11, 2024
SUBJECT: **Serving our Seniors Vehicle Lease 2025**

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for five (5) wheelchair accessible vehicles.

BACKGROUND INFORMATION: The City currently leases five (5) vehicles from SOS through a lease that expires on September 30, 2024. The City and SOS desire to enter into a new lease agreement for a total of five (5) vehicles as follows:

- 2017 Ford E-350 1FDEE3FS8HDC57411
- 2017 Ford E-350 1FDEE3FS3HDC57414
- 2017 Ford E-350 StarCraft 1FDEE3FS7HDC57416
- 2017 Ford E-350 StarCraft 1FDEE3FS2HDC70896
- 2022 Chrysler Voyager 2C4RC1CG6NR171684

The vehicles will be leased to provide for fixed route, demand response and paratransit service offered within the STS service area for the period of October 1, 2024 through September 30, 2025.

BUDGET IMPACT: SOS will provide the vehicles to STS at no cost. STS will be responsible for the maintenance and operation of the vehicles.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter and to allow the City to continue to utilize the vehicles for public transportation services.

James A. Stacey III
Transit Administrator

I concur with this recommendation:

Colleen Gilson
Community Development Director

John Orzech
City Manager

cc: Stewart Hastings, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS) FOR THE PURPOSE OF LEASING FIVE (5) TRANSIT VEHICLES FOR USE BY THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has leased transit vehicles from SOS for the purpose of providing public transportation services in Erie County, Ohio, for many years and these leases will expired on September 30, 2024; and

WHEREAS, the City and SOS desire to enter into the Lease Agreement for a total of five (5) transit vehicles, at no cost to the City, for the period of October 1, 2024, through September 30, 2025, which termination date will coincide with the proposed Transportation Services Agreement requested for approval in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Lease Agreement prior to the commencing date of October 1, 2024, and allow the City to continue utilizing vehicles from SOS for public transportation services; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing five (5) transit vehicles for the period of October 1, 2024, through September 30, 2025, for use by the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024

LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2024, by and between Serving Our Seniors, Inc., a private non-profit corporation located at 310 E. Boalt Street, Sandusky, Ohio 44870 (hereinafter referred to as Lessor) and the City of Sandusky (Sandusky Transit System), an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as Lessee) for complimentary public transportation services to Lessor.

WHEREAS, Lessor owns transit vehicles and desires to lease the vehicles to Lessee for the purpose of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

WHEREAS, Lessee desires to lease the transit vehicles from Lessor for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein recited and contained, Lessor and Lessee for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio, agree as follows:

1. Lease.

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to all the terms and conditions contained in this Lease, the following motor vehicle(s) (the "Equipment"):

Year	Make	Model	VIN	Agency ID
2017	Ford	E-350	1FDEE3FS8HDC57411	1711
2017	Ford	E-350	1FDEE3FS3HDC57414	1712
2017	Ford	E-350 Starcraft	1FDEE3FS7HDC57416	1710
2017	Ford	E-350 Starcraft	1FDEE3FS2HDC70896	1714
2022	Chrysler	Voyager	2C4RC1CG6NR171684	2201

2. Title.

This Lease creates a lease only of the Equipment, and shall not be deemed to affect a sale of the Equipment or the creation of a security interest in favor of the Lessee in the Equipment. The Lessor shall remain at all times the sole owner of the Equipment, and nothing contained in this Lease, or the payment of rent or other amounts pursuant to this Lease, shall enable the Lessee to acquire any right, title, or other interest in the Equipment other than the leasehold interest described in this Lease.

Lien holders:

- A. The State of Ohio, who is the first lien holder up to the disposition of the vehicle.
- B. The Lessor.

3. Use of Equipment.

The purpose of the lease is to provide demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio and the services provided will not be duplicative of Lessor's general public transportation service. Lessee agrees to promote service as connecting to Lessor routes. Additionally, Lessee agrees to publish material (i.e. brochures) which promote connections to the Lessor.

4. Taxes; Other Charges, Permits.

Lessee shall pay all use taxes, personal property and other direct taxes (federal, state, and local charges and fees) related the public transportation services. Lessee will observe safety rules and other requirements of regulatory bodies and pay all fines due to overload, lack of plates, permits, speeding, etc. Lessor has the option to pay outstanding taxes, licensing, registrations, approvals, permit fees, fines or other charges. Lessee has thirty (30) days to pay Lessor after receipt of invoice related to any payments made by Lessor on behalf of Lessee. Any failure shall be deemed default under section 11. Default.

5. Maintenance and Repair.

Lessee shall pay all expenses (i.e. wages, fuel, oil, tires etc.) and to keep Equipment in a state of good repair. Lessee will provide appropriate facilities for Equipment including maintaining, cleaning, inspecting and storing Equipment and shall return the vehicle in operating order and same condition and state of good repair as date of delivery excluding normal wear and tear.

6. Insurances.

Lessee agrees to carry automobile insurance on the Equipment that is compliant with the Ohio Department of Transportation insurance requirements with a responsible insurance underwriter and as set forth below during the term of this Agreement:

General Liability:

\$500,000 per occurrence
\$300,000 bodily injury
\$50,000 property damage

Certificates:

The Lessee will provide Lessor with a certificate of insurance evidencing the required coverages and amounts. The policy of insurance cannot be modified without thirty (30) days' prior written notice to the Lessor.

7. Operators.

Lessee will provide sole control, supervision and responsibility for and over the operator or operators of the Equipment with competent licensed drivers, trained to Ohio Department of Transportation requirements.

8. Maintenance Records.

Lessee will maintain copies of all maintenance records including preventative maintenance (PM) checklists and work orders. Upon request from Lessor, the Lessee will provide records for required reporting to the Ohio Department of Transportation.

9. Monthly Ridership Reporting.

Lessee shall provide ridership records upon request throughout the terms of the Lease.

10. Return of Vehicles.

On expiration of the Lease term, or earlier termination of the Lease, the Lessee will return Equipment to the Lessor in same condition with reasonable wear and tear accepted and return the Equipment to Lessor to a mutually agreed upon location.

11. Default.

In the event the Lessee fails to perform any of the terms, obligations, conditions and covenants contained in this Lease and required by the Lessee, including any acts set forth in the Maintenance and Repair section above (Section 5), are cause for default and the Lessor may retake and retain the Equipment without due legal process. Including the right to enter property to repossess Equipment and all rights of lease will terminate immediately. Lessor has the right to hold personal property obtained in repossession and hold things of value in public storage at the expense of the Lessee.

Additionally, should the Lessee make any attempt to sell the property or otherwise create encumbrances or levies on the property, this will be deemed an immediate default and the Lessor shall have all rights of repossession as stated above.

12. Waiver.

Failure of Lessor to punctually exercise Lessor's rights in relation to breach of terms shall not be deemed a waiver of:

- such right or remedy;
- the requirement of punctual performance, or any subsequent breach or default on the part of the Lessee.

13. Term/Termination.

The term of this Lease shall commence on October 1, 2024, and terminate on September 30, 2025. This Lease may also be extended on a monthly basis upon the written approval of both parties.

Should the Lessee discontinue its specialized elderly and disabled services (or use public transportation services) or no longer have a desire to use the Equipment during the Lease period, the Lessee shall return the Equipment to the Lessor at address above set forth, in good operating order and in the same condition and state of good repair as at the date of the original delivery, ordinary wear and tear excepted.

Upon full compliance with terms of the Lease, the lease is terminated and neither party shall have any further right or obligations under this Lease. If Lessee is not in full compliance, the Lessor shall have the right to require full compliance with this Agreement notwithstanding the return of the Equipment. As to any partial return of Equipment the lease is still in full effect as to any unreturned property.

14. Accelerated Termination.

If at any time during the terms of this Lease, the Lessor is required to terminate this Lease by ODOT, the FTA, or any other federal agency having jurisdiction over the Lessor or the equipment, or any agency which provided funds or assistance in the Lessor's acquisition of the Equipment, then the Lessor shall have the right to terminate this Lease upon reasonable notice, and the Lessee shall have and bring no claim of any nature whatsoever against the Lessor as a result of such termination.

15. Warranties.

Lessor makes no warranties of any nature, whether expressed or implied, concerning the equipment, or any concerning the equipment and/or its use by Lessee. Lessee accepts the equipment in "as is" condition. The Lessor specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

16. Prohibited Interest.

No officer, member or employee of Lessor shall participate in any decision relating to this Lease which affects his/her personal interests or the interest of any other business in which the Lessor has any personal or pecuniary interest, direct or indirect, in this lease or the proceeds thereof.

17. Equal Employment Opportunity / Civil Rights Requirements.

In connection with the execution of this contract, Lessee shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. Lessee shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition,

Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Lessee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Lessee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(3) Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) Lessee shall document such affirmative action efforts by providing the Lessor with data relating to the sex, race, age, and classification of each employee of Lessee's organization.

18. Civil Rights Requirements.

Lessee will comply with all requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21).

19. Compliance with the Americans with Disabilities Act (ADA) Requirements.

Lessee must comply with the Americans with Disabilities Act. Lessee agrees that as a condition to this Agreement that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Lessee through funding by ODOT and FTA.

Lessee shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event Lessee does not authorize the number of vehicle hours required to meet all the trip demand. Lessee shall not be required to provide service without compensation. Lessee shall be solely responsible for adopting operating policies which are in compliance with the ADA.

Lessee agrees to ensure that its equipment is ADA accessible at all times. Lessee further agrees to provide proper preventative maintenance procedures for wheelchair lifts and prompt repair to maintain accessibility. Lessee agrees to have clear and accurate records on lift preventative maintenance and repairs. Furthermore, Lessee agrees to provide operators that are properly trained on providing safe access to persons with disabilities and persons using the wheelchair lift.

20. Minority and Disadvantaged Business Enterprise (DBE).

Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The Lessor and Lessee agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the Lessor and Lessee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Lessee shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

21. Indemnification.

Only to the extent permitted by law, the Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor, the Lessor's Board of Trustees and its employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, expenses, or liabilities of any kind or nature, including legal expenses and attorney's fees, arising from the use, maintenance, and operations of the equipment.

22. Entire Agreement and Signature.

This instrument contains the entire agreement between the parties, and shall be binding on their respective heirs, executors, administrators, legal representatives, successors and assigns. The Agreement may not be amended or altered except by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the Board
of Trustees

Witness

David W. Brink, Treasurer of the Board of
Trustees

LESSEE: CITY OF SANDUSKY

Witness

John Orzech, City Manager

Approved as to Form:

Stewart Hastings #0025852
Law Director
City of Sandusky



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: September 10, 2024

Subject: Commission Agenda Item – Award the East Perkins Avenue Waterline Replacement Project to Buckeye Excavating & Construction, Inc. of Norwalk, Ohio

ITEM FOR CONSIDERATION: Legislation awarding a contract to Buckeye Excavating & Construction, Inc. of Norwalk, Ohio for the East Perkins Avenue Waterline Replacement Project.

BACKGROUND INFORMATION: Legislation was presented at the August 12, 2024, City Commission meeting requesting permission to bid the East Perkins Avenue Waterline Replacement Project (Resolution 035-24R). The project consists of replacing the waterline on East Perkins Avenue between Remington Avenue and Milan Road. This existing 8-inch and 6-inch cast iron mains, originally constructed in 1935, have experienced five breaks since 2021.

The engineer's estimate for the Base Bid project was set at \$625,560.00 with a completion date of April 4, 2025. The goal is to have the water line project completed prior to scheduled resurfacing in the spring of 2025.

The following bids were received on Thursday, September 5, 2024 at a formal public bid opening:

Buckeye Excavating & Construction Norwalk, Ohio 100% Bid Bond	Base Bid: \$467,185.00 Alt #1: \$141,860.00 Alt #2: \$20,090.00
Great Lakes Demolition Clyde, Ohio 100% Bid Bond	Base Bid: \$520,138.00 Alt #1: \$129,750.00 Alt #2: \$25,970.00
Ed Burdue & Co. Sandusky, Ohio 100% Bid Bond	Base Bid: \$526,941.51 Alt #1: \$219,969.50 Alt #2: \$15,514.40
D2 Excavating, LLC Vickery, Ohio 100% Bid Bond	Base Bid: \$543,886.00 Alt #1: \$147,050.00 Alt #2: \$490.00
Speer Brothers, Inc. Sandusky, Ohio 100% Bid Bond	Base Bid: \$545,998.00 Alt #1: \$216,250.00 Alt #2: \$9,800.00

Dirt Dawg Excavating, LLC. Ashland, Ohio 100% Bid Bond	Base Bid: \$593,999.00 Alt #1: \$236,750.50 Alt #2: \$14,495.00
Hula Construction Castalia, Ohio 100% Bid Bond	Base Bid: \$600,133.50 Alt #1: \$100,340.00 Alt #2: \$33,320.00
Hillabrand & Sons Construction Millbury, Ohio 100% Bid Bond	Base Bid: \$621,654.89 Alt #1: \$238,411.30 Alt #2: \$13,085.45

BUDGETARY INFORMATION: The total construction cost of the project based on bids is \$467,185.00 which is intended to be paid with OWDA loan funds and reimbursed with Water Funds over the term of the agreement.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Buckeye Excavating & Construction, Inc. of Norwalk, Ohio for the East Perkins Avenue Waterline Replacement Project in an amount not to exceed \$467,185.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of April 4, 2025.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Buckeye Excavating- East Perkins Waterline

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #612-5277-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/19/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BUCKEYE EXCAVATING & CONSTRUCTION, INC. OF NORWALK, OHIO, FOR THE EAST PERKINS AVENUE WATERLINE REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the East Perkins Avenue Waterline Replacement Project involves replacing the existing 8" and 6" cast iron water mains, originally constructed in 1935, along Perkins Avenue from Milan Road to Remington Avenue, within the city's corporation limits and will be completed prior to the East Perkins Avenue Resurfacing Project; and

WHEREAS, the City Commission approved agreements for Professional Design Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Waterline Replacement Project by Ordinance No. 23-100, passed on April 24, 2023, (East Perkins Avenue from the Pipe Creek Bridge to Reminton Avenue), and Ordinance No. 23-231, passed on December 11, 2023, (amended to the full length of Perkins Avenue from Milan Road to Remington Avenue); and

WHEREAS, this City Commission declared it necessary for the City to proceed with the proposed East Perkins Avenue Waterline Replacement Project by Resolution No. 035-24R, passed on August 12, 2024; and

WHEREAS, upon public competitive bidding as required by law eight (8) appropriate bids were received and the bid from Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, was determined to be the lowest and best bid; and

WHEREAS, approval is being requested in companion legislation to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the storm sewer, sanitary and water portion of the East Perkins Avenue Waterline Replacement Project; and

WHEREAS, the total construction cost of this project based on bids is \$467,185.00 which is intended to be paid with Ohio Water Development Authority (OWDA) loan funds and reimbursed with Water Funds over the term of the agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project prior to the construction completion deadline of April 4, 2025; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take

immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a contract with Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, for the East Perkins Avenue Waterline Replacement Project, in an amount **not to exceed** Four Hundred Sixty-Seven Thousand One Hundred Eighty-Five and 00/100 Dollars (\$467,185.00) consistent with the bid submitted by Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager
From: Aaron M. Klein, P.E.
Date: September 10, 2024
Subject: **Commission Agenda Item - OWDA Loan for the East Perkins Avenue Waterline Replacement Project**

ITEM FOR CONSIDERATION: Legislation approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of construction for the Storm Sewer, Sanitary and Water, as part of the East Perkins Avenue Waterline Replacement project.

BACKGROUND INFORMATION: Staff received federal funding to resurface East Perkins Avenue between Remington Avenue and Milan Road through the Erie Regional Planning Commission and the Ohio Department of Transportation. Via ordinances 23-100 and 23-231, staff received approval from Sandusky City Commission to expedite water line replacement through this section of roadway prior to the scheduled resurfacing in the spring of 2025.

The Ohio Water Development Authority has been created to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects. The City of Sandusky desires to obtain a loan from the OWDA to finance the cost of construction activities for the Storm Sewer, Sanitary and Water, as part of the East Perkins Avenue Waterline Replacement project.

BUDGETARY INFORMATION: The total loan amount being financed will be as follows:

Construction	\$467,185.00
Contingency (10%)	\$46,718.50
<u>OWDA Administrative Fee (0.35%)</u>	<u>\$1,798.66</u>
	\$515,702.16

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with the Ohio Water Development Authority by October 1, 2024. This will allow OWDA to approve the loan, which will coincide with the construction phase.

I concur with this recommendation:

John Orzech, City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF CONSTRUCTION FOR THE STORM SEWER, SANITARY AND WATER PORTION FOR THE EAST PERKINS AVENUE WATERLINE REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed East Perkins Avenue Waterline Replacement Project involves replacing the existing 8" and 6" cast iron water mains, originally constructed in 1935, along Perkins Avenue from Milan Road to Remington Avenue, within the city's corporation limits and will be completed prior to the East Perkins Avenue Resurfacing Project; and

WHEREAS, the City Commission approved agreements for Professional Design Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Perkins Avenue Waterline Replacement Project by Ordinance No. 23-100, passed on April 24, 2023, (East Perkins Avenue from the Pipe Creek Bridge to Reminton Avenue), and Ordinance No. 23-231, passed on December 11, 2023, (amended to the full length of Perkins Avenue from Milan Road to Remington Avenue); and

WHEREAS, this City Commission declared it necessary for the City to proceed with the proposed East Perkins Avenue Waterline Replacement Project by Resolution No. 035-24R, passed on August 12, 2024; and

WHEREAS, approval is being requested in companion legislation to award a construction contract to Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, for the East Perkins Avenue Waterline Replacement Project; and

WHEREAS, the Ohio Water Development Authority (OWDA) has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of Ohio for the protection and preservation of the comfort, health, safety, convenience and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of Ohio, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain construction activities on the terms as set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$515,702.16 to finance the cost of construction for the storm sewer, sanitary and water portion for the East Perkins Avenue Waterline Replacement Project as follows:

Construction	\$	467,185.00
Contingency (10%)	\$	46,718.50
OWDA Administrative Fee (0.35%)	\$	1,798.66
<hr/>		
Total	\$	515,702.16

; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the OWDA by October 1, 2024, which will allow approval of the loan by the OWDA to coincide with the construction phase; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission (LGA) hereby approves the construction activities for the East Perkins Avenue Waterline Replacement Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" substantially in the same form as attached hereto marked Exhibit "1".

Section 2. The City Manager and the Finance Director are hereby authorized and directed to execute the Agreement on behalf of the City in substantially the same form of the Agreement attached hereto and together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the City's public purpose.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereinafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a “late charge” of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA’s rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from, or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default (“Event of Default”) under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.

EXHIBIT "1"

PROJECT FACILITIES DESCRIPTION

EXHIBIT "1"

Exhibit B

CONSTRUCTION CONTRACT(S)

EXHIBIT "1"

PROJECT FACILITIES DESCRIPTION

The project consists of replacing the waterline on East Perkins Avenue between Remington Avenue and Milan Road. This existing 8-inch and 6-inch cast iron mains, originally constructed in 1935, have experienced five breaks since 2021.



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

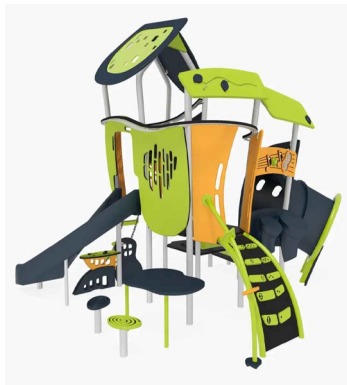
Date: September 11, 2024

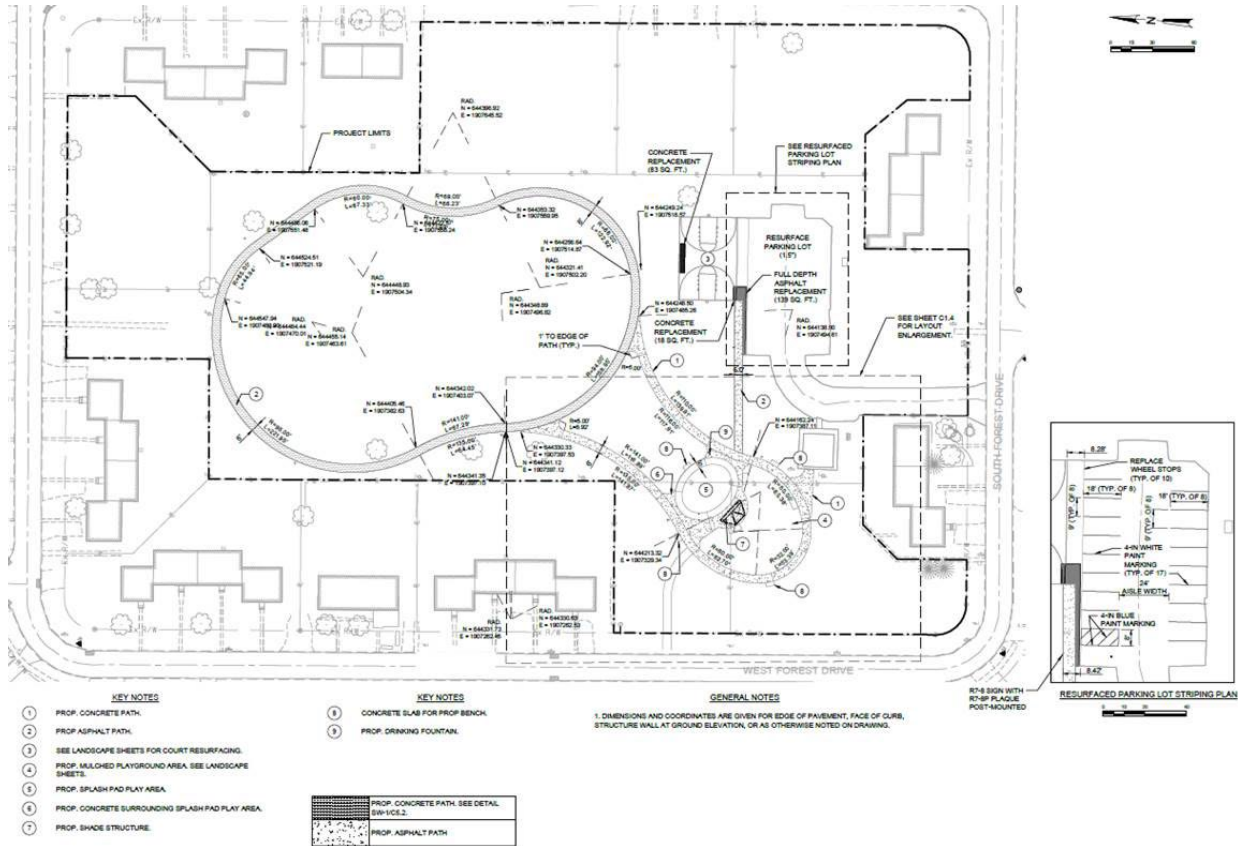
Subject: Commission Agenda Item – Permission to Bid the Churchwell Park Phase 1 Improvements project

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to accept bids for the Churchwell Park Phase 1 Improvements project.

BACKGROUND INFORMATION: Public outreach and planning efforts for Churchwell Park were completed in 2023 through a grant obtained by the Erie County Health Department and envisioned in the South Side Plan. On July 10, 2023, via Ordinance 23-145, the City Commission approved entering into a Professional Design Services Agreement with Strand Associates, Inc. for preliminary design of the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements project. To finalize preliminary design, Amendment #1 for additional survey work for this project was approved on September 25, 2023 via ordinance 23-194. Detailed design was approved on January 8, 2024 in Amendment #2 via ordinance 24-005. Although detailed design proceeded under one contract, construction is being completed under multiple contracts based on funding source timelines, utility relocation schedules, and financial savings. This legislation refers to the park portion of the project as shown below.

The newly envisioned park will include a splash pad, a playground, a concrete and asphalt path, drainage, lighting, resurfaced basketball court, landscaping, and tree plantings. Resurfacing the parking lot and a shade structure will be considered as alternate bid items. Tree plantings and landscaping will be paid from a large grant received from the US Forestry Service.





The goal is to time this project so that construction can begin very quickly after the contractor for the Camp Street and West Forest Utility project installs the sewer and water lines for the water features.

BUDGETARY INFORMATION: The engineer’s estimate for the construction costs of the Churchwell Park Phase 1 Improvements project is \$1,050,429 with \$925,429 allocated from American Rescue Plan Act (ARPA) stimulus funds and \$125,000 being paid with federal funds received from the Ohio Department of Natural Resources through the Inflation Reduction Act (IRA) Urban Forestry Grant Program.

ACTION REQUESTED: It is recommended that the proper legislation be approved allowing the city manager to accept bids for the Churchwell Park Phase 1 Improvements project under suspension of the rules in accordance with Section 14 of the City Charter to have the contract awarded and funds encumbered prior to the ARPA-mandated deadline of December 31, 2024.

I concur with this recommendation:

John Orzech
 City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CHURCHWELL PARK PHASE I IMPROVEMENTS PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission entered into a Memorandum of Understanding with the Erie County Board of Health for the reimbursement of costs for the design and revitalization of Churchwell Park in the amount of \$275,000.00, as part of the South Side Plan by Ordinance No. 23-048, passed on February 27, 2023

WHEREAS, this City Commission approved and adopted the South Side Plan by Ordinance No. 23-106, passed on May 8, 2023; and

WHEREAS, one of the focal points of the South Side Plan was improvements of recreation and utility infrastructure within the MacArthur Park neighborhood, which is bounded by North Forest Drive, East Forest Drive, South Forest Drive and West Forest Drive, including Parkview Boulevard and Forest Drive; and

WHEREAS, this City Commission approved an Agreement, First Amendment, and Second Amendment with Strand Associates, Inc. of Cincinnati, Ohio, for Professional Design Services for field surveying for the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project by Ordinance No. 23-145, passed on July 10, 2023, Ordinance No. 23-194, passed on September 25, 2023, and Ordinance No. 24-005, passed January 8, 2024; and

WHEREAS, the City Commission approved the submission of a grant application to the Ohio Department of Natural Resources (ODNR), Division of Forestry, for financial assistance through the Inflation Reduction Act (IRA) Urban Forestry Grant Program for a tree planting Project, as part of the MacArthur Park Roadway and Utility Improvements Project by Resolution No. 055-23R, passed on December 11, 2023; and

WHEREAS, the Churchwell Park Phase I Improvements Project is the park portion of the Churchwell Park Recreation Improvements and MacArthur Park Roadway and Utility Improvements Project and includes a splash pad, playground, concrete and asphalt path, drainage, lighting, resurfaced basketball court, landscaping, and tree plantings with alternate bids items for resurfacing the parking lot and a shade structure; and

WHEREAS, the estimated cost for construction is \$1,050,429.00 of which \$925,429.00 will be paid for with American Rescue Plan Act (ARPA) funds and the remaining balance of \$125,000.00 will be paid with federal funds received from the Ohio Department of Natural Resources through the Inflation Reduction Act (IRA) Urban Forestry Grant Program; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in

order to have the contract awarded and funds encumbered prior to the ARPA mandated deadline of December 31, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Churchwell Park Phase I Improvements Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Churchwell Park Phase I Improvements Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Churchwell Park Phase I Improvements Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

PAGE 3 - RESOLUTION NO. _____

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager
From: Megan Stookey, Project Manager
Date: September 10, 2024
Subject: **Commission Agenda Item – Award the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B to Smith Paving and Excavating, Inc. of Norwalk, Ohio**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Smith Paving and Excavating, Inc. of Norwalk, Ohio for the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B.

BACKGROUND INFORMATION: Legislation was presented at the June 24, 2024, City Commission meeting requesting permission to proceed with the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B (Resolution 030-24R). This project is by far one of the largest sidewalk projects in the history of the city. The project will include roughly 55,000 square feet of sidewalk replacement, and repairs to 31 curb ramps with new truncated domes installed for safety purposes. The project will include the removal of unhealthy trees at the discretion of the City Arborist's, our number one goal is to save as many trees as possible to keep a healthy tree canopy. New walks will be added along East & South Forest Drive and Clay Street, allowing for pedestrian access to the area, curb ramps along W Monroe Street will be replaced to meet ODOT standards and prepare for future roadway repaving, and replacement of walks along Huron Park. The project has a completion date of June 6, 2025.

The following bids were received Thursday, September 5, 2024, at a formal public bid opening:

Smith Paving & Excavating, Inc. Norwalk, Ohio	Base Bid: \$730,463.05 100% Bid Bond
D2 Excavating, LLC Vickery, Ohio	Base Bid: \$770,282.24 100% Bid Bond
Hula Construction Castalia, Ohio	Base Bid: \$825,952.90 100% Bid Bond
DL Smith Concrete Norwalk, Ohio	Base Bid: \$826,395.05 100% Bid Bond
ADT Construction Vermillion, Ohio	Base Bid: \$860,533.54 100% Bid Bond

BUDGETARY INFORMATION: The total contract price shall not exceed \$730,463.05 which shall be paid for with American Rescue Act Funds (ARPA).

ACTION REQUESTED: It is recommended that proper legislation be prepared awarding a contract to Smith Paving and Excavating, Inc. of Norwalk, Ohio for the 2024 Sidewalk Repair, Replacement & Grinding Project, Contract B in an amount not to exceed \$730,463.05 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow execution of the contract and issuance of a notice to proceed immediately, so work can be completed prior to the completion date of June 6, 2025.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Smith Paving & Excavating- Sidewalk Project #B

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/4/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SMITH PAVING AND EXCAVATING, INC. OF NORWALK, OHIO, FOR THE 2024 SIDEWALK REPAIR, REPLACEMENT & GRINDING PROJECT - CONTRACT B; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, earlier this year, the City Commission awarded The Kreimes Co., Inc. of Sandusky, Ohio, a contract for the 2024 Sidewalk Repair, Replacement & Grinding Project – Contract A by Ordinance No. 24-082, passed on April 9, 2024, to replace approximately 4,800 square feet of residential sidewalk through different areas of the City, and for the removal of trees at select location; and

WHEREAS, at the direction of the City Commission at their regularly scheduled meeting on February 12, 2024, City staff prepared an additional sidewalk project using American Rescue Plan Act (ARPA) Stimulus Funds to address the remaining issues on the sidewalk inventory list; and

WHEREAS, the 2024 Sidewalk Repair, Replacement & Grinding Project – Contract B is one of the largest sidewalk projects in the history of the City and consists of the replacement of approximately 55,000 square feet of sidewalk, repairs to 31 curb ramps with new truncated domes for safety purposes, the removal of unhealthy trees at the discretion of the City Arborist’s, new sidewalks along East & South Forest Drives and Clay Street, replacement of curb ramps along W. Monroe Street to meet ODOT standards and prepare for future roadway repaving, and replacement of sidewalks along Huron Park; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2024 Sidewalk Repair, Replacement & Grinding Project – Contract B by Resolution No. 030-24R, passed on June 24, 2024; and

WHEREAS, upon public competitive bidding as required by law five (5) appropriate bids were received and the bid from Smith Paving & Excavating, Inc. of Norwalk, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$730,463.05 and will be paid with American Rescue Plan Act (ARPA) Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract and issue a notice to proceed immediately so the work can be completed prior to the completion date of June 6, 2025; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a contract with Smith Paving & Excavating, Inc. of Norwalk, Ohio, for the 2024 Sidewalk Repair, Replacement & Grinding Project - Contract B in an amount **not to exceed** Seven Hundred Thirty Thousand Four Hundred Sixty-Three and 05/100 Dollars (\$730,463.05) consistent with the bid submitted by Smith Paving & Excavating, Inc. of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

To: John Orzech, City Manager
From: Colleen Gilson, Director of Community Development
Date: September 10, 2024
Subject: Commission Agenda Item – Partial Termination of Memorandum of Understanding (MOU) with Fairmount Properties and North Coast Inns

Items for Consideration: Legislation authorizing the City Manager to execute a Partial Termination of the Memorandum of Understanding (MOU) for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, Ohio.

Background Information: The City of Sandusky executed an MOU with Fairmount Properties and North Coast Inns for the pursuance of due diligence related to their proposed project concept development, financing modeling and identification of financing mechanisms for the redevelopment of the Jackson Street Parking lot site. In June, 2024 the MOU was amended granting additional time for the refinement of the development concept and to participate in additional feasibility analysis toward the advancement of a development agreement with the City until November 30, 2024.

During said development concept refinement the City, Developer and Hotel Partner determined that Project will not include the use of multi-family residential resulting in the request from Fairmount Properties to terminate their participation in the project. North Coast Inns will continue the project due diligence and will continue to engage with the City on their progress.

Budgetary Information: There is no cost to the City.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to execute a Partial Termination of the Memorandum of Understanding, removing Fairmont Properties as a party to the agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City Manager to immediately execute the Partial Termination and continue the project without multi-family residential housing.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Stewart Hastings, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTIAL TERMINATION OF THE MEMORANDUM OF UNDERSTANDING WITH FAIRMOUNT PROPERTIES, LLC, AND NORTH COAST INNS, INC. FOR THE POTENTIAL REDEVELOPMENT OF THE JACKSON STREET PARKING LOT IN SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is the owner of the public parking lot referred to as the Jackson Street Parking Lot located on the east side of Jackson Street between Water street and Market Street in Sandusky, Ohio; and

WHEREAS, the City Commission approved a Memorandum of Understanding (MOU) with Fairmount Properties, LLC, (Developer) and North Coast Inns, Inc. (Hotel Partner) for the potential redevelopment of the Jackson Street Parking Lot in Sandusky by Ordinance No. 23-115, passed on May 22, 2023; and

WHEREAS, the Memorandum of Understanding (MOU) established the framework and guiding principles established by the City, developer, and hotel partner, in furtherance of the redevelopment project and the negotiation of a development agreement; and

WHEREAS, the City Commission approved a First Amendment to the Memorandum of Understanding (MOU) with Fairmount Properties, LLC, (Developer) and North Coast Inns, Inc. (Hotel Partner) for the potential redevelopment of the Jackson Street Parking Lot in Sandusky by Ordinance No. 24-111, passed on May 28, 2024, to extend the MOU for six (6) months; and

WHEREAS, the City, Developer, and Hotel Partner have determined that the project will not include the use of multi-family residential housing, resulting in an unsuitable project for the Developer and therefore, the City and Developer now desire to terminate the MOU with respect to the Developer's participation in the project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the Partial Termination of the MOU and continue with the project without multi-family residential housing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its

adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Partial Termination of the Memorandum of Understanding with Fairmount Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024

**PARTIAL TERMINATION OF
MEMORANDUM OF UNDERSTANDING**

This Partial Termination of Memorandum of Understanding (this “Termination”) is entered into on August _____, 2024 (the “**Effective Date**”), by and between The City of Sandusky (the “**City**”), Fairmount Properties LLC (“**Developer**”), and North Coast Inns, Inc. (“**Hotel Partner**”).

W I T N E S S E T H:

WHEREAS, the City, Developer and Hotel Partner entered into that certain Memorandum of Understanding dated as of June 5, 2023 (the “**MOU**”), with respect to the development opportunity for a mixed-use project at a site located in Sandusky, Ohio (the “**Project**”), as more fully described in the MOU; and

WHEREAS, the City, Developer and Hotel Partner did not execute a development agreement for the Project by March 31, 2024, as required by the MOU, and entered into an Amendment to Memorandum of Understanding effective as of June 1, 2024 extending the term of the MOU to November 30, 2024; and

WHEREAS, the City, Developer and Hotel Partner have determined that Project will not include the use of multi-family residential, resulting in an unsuitable Project for the Developer; and

WHEREAS, the City and Developer now desire to terminate the MOU effective as of the Effective Date;

NOW, THEREFORE, in consideration of the terms and conditions contained in the MOU, as amended by the terms and conditions contained in this Termination, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Developer and Hotel Partner agree as follows:

1. Incorporation of Recitals; Defined Terms. Each of the foregoing recitals is incorporated herein by this reference and made a part hereof. Unless otherwise defined herein, capitalized words and terms used in this Termination shall have the meanings ascribed to such terms in the MOU.

2. Term. The MOU is hereby terminated as to the Developer and shall be of no further force or effect. The MOU is still in effect as to the Hotel Partner.

3. Release and Press Release. In consideration of this Termination, Developer hereby releases and discharges the City and Hotel Partner, the City hereby releases and discharges the Developer and Hotel Partner, and the Hotel Partner hereby release the City and Developer, its

directors, officers, employees, attorneys, and agents from any and all claims, demands, liability and causes of action whatsoever, now known or unknown, arising prior to the date hereof out of or in any way related to the MOU, the Project or this Termination. The City, Hotel Partner and the Developer hereby agree to prepare and release a mutually agreeable press release regarding the Project. Such a press release shall include the following quote attributable to Developer: “This was originally a much larger project with multi-family and multiple retail spaces along with a hotel. Given the economic disconnect between new construction costs and rent elasticity in the market, the project is now only a hotel and a parking structure. We are big fans of Sandusky and the leadership of that community and wish nothing but the best for them. Should there be an opportunity with greater scale and a more achievable capital stack, we’d love to re-engage”

4. Governing Law. This Termination shall be governed by the laws of the State of Ohio as are applicable to all matters herein, including, but not limited to, matters of validity, construction, effect and performance.

5. Entire Agreement. This Termination constitutes the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

6. Counterparts. This Termination may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this Termination by transmittal of a facsimile or email signature.

[signatures to follow]

IN WITNESS WHEREOF, the City, Developer and Hotel Partner have caused this Termination to be executed by a duly authorized representative as of the date first written above.

THE CITY OF SANDUSKY

By: _____
Name: _____
Title: _____

FAIRMOUNT PROPERTIES LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

NORTH COAST INNS INC.

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: _____
Title: _____

EXHIBIT "A"



FIRE DEPARTMENT

600 West Market Street
Sandusky, Ohio 44870
419.627.5822
Fire Prevention 419.627.5823
Fax 419.627.5820
www.ci.sandusky.oh.us

TO: John Orzech, City Manager
FROM: Mario D'Amico III, Fire Chief
DATE: September 11, 2024
RE: Commission Agenda Item – Purchase One LifePak-15 Heart Monitor

ITEM FOR CONSIDERATION: Requesting legislation declaring (1) LifePak-15 Heart Monitor as unnecessary and unfit for City use and authorizing the City Manager to purchase one (1) LifePak-15 Heart Monitor from Stryker Sales, LLC of Chicago, IL in an amount not to exceed **\$38,790.65**.

BACKGROUND INFORMATION: The need to purchase one LifePak-15 Heart Monitor has been determined by the Fire Chief. The 2015 LifePak-15 Heart Monitor, LP 2015 serial #43569627, is currently being used on the backup engine (912) and has far exceeded its useful life of 9 years and the technology is constantly changing. The current 2015 LifePak 15 will be traded in with a value of \$5000.00 which will be credited towards the purchase of one new Life-Pak 15 Heart Monitor. The Life-Pak Heart Monitors are one of the most crucial pieces of life saving equipment on the vehicles.

Stryker Sales, LLC is the sole distributor for Physio-Control Equipment in our region and it is the only equipment that is compatible with our existing equipment, including the Life Net System at Firelands Regional Medical Center which allows the transmission of data to go directly to the emergency room and the heart cath lab.

BUDGETARY INFORMATION: The cost of the LifePak-15 heart monitor is \$43,162.05 and with a trade-in credit of \$5,000.00 for the old heart monitor plus shipping in the amount of \$628.60, the total cost is \$38,790.65. This purchase will be paid for with EMS funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring (1) LifePak-15 Heart Monitor as unnecessary and unfit for City use and authorization to purchase one (1) LifePak-15 Heart Monitor from Stryker Sales, LLC of Chicago, IL in an amount not to exceed **\$38,790.65**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as the pricing is valid through September 30, 2024.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, City Manager

CC: S. Hastings, Law Director; M. Reeder, Finance Director; C. Myers, Commission Clerk



LP 15 Quote

Quote Number: 10900782

Version: 1

Prepared For: SANDUSKY FIRE DEPT

Attn:

Rep: Max Jacoby

Email: max.jacoby@stryker.com

Phone Number:

Quote Date: 08/26/2024

Expiration Date: 09/30/2024

Delivery Address

Name: SANDUSKY FIRE DEPT

Account #: 20179684

Address: 600 W MARKET ST

SANDUSKY

Ohio 44870-2412

Bill To Account

Name: SANDUSKY FIRE DEPT

Account #: 20179684

Address: 600 W MARKET ST

SANDUSKY

Ohio 44870-2412

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$39,922.79	\$39,922.79
2.0	41577-000288	LP15 ACCRY SHIPKIT, AHA, S	PCE	1	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	2	\$468.00	\$936.00
4.0	11171-000082	Masimo RC Patient Cable - EMS, 4 FT.	PCE	1	\$252.00	\$252.00
5.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	1	\$644.25	\$644.25
6.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	1	\$708.75	\$708.75
7.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$85.50	\$85.50
8.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$22.50	\$22.50
9.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$25.50	\$25.50
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$35.25	\$35.25
11.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$50.25	\$50.25
12.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$333.75	\$333.75
13.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$60.00	\$60.00



LP 15 Quote

Quote Number: 10900782
 Version: 1
 Prepared For: SANDUSKY FIRE DEPT
 Attn:

Rep: Max Jacoby
 Email: max.jacoby@stryker.com
 Phone Number:

Quote Date: 08/26/2024
 Expiration Date: 09/30/2024

#	Product	Description	U/M	Qty	Sell Price	Total
14.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$85.50	\$85.50
15.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
16.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	PCE	1	\$0.00	\$0.00
Equipment Total:						\$43,162.05

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V2-LP15	TRADE IN LP15V1/V2 FOR LP15 V4	1	-\$5,000.00	-\$5,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$628.60
Grand Total:	\$38,790.65

Comments:

- Pricing valid through 9/30/2024

Prices: In effect for 30 days

Terms: Net 30 Days



LP 15 Quote

Quote Number: 10900782

Version: 1

Prepared For: SANDUSKY FIRE DEPT

Attn:

Rep: Max Jacoby

Email: max.jacoby@stryker.com

Phone Number:

Quote Date: 08/26/2024

Expiration Date: 09/30/2024

Terms and Conditions:

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

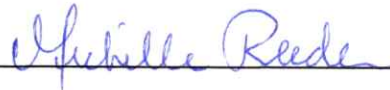
CERTIFICATE OF FUNDS

In the Matter of: Stryker- LifePak-15 Heart Monitor

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #431-1330-54000

By: _____



Michelle Reeder

Finance Director

Dated: 9/19/24

ORDINANCE NO. _____

AN ORDINANCE DECLARING ONE (1) LIFEPAK-15 HEART MONITOR AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) LIFEPAK-15 HEART MONITOR FROM STRYKER SALES, LLC, OF CHICAGO, ILLINOIS, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department is requesting approval to purchase one (1) LifePak-15 Heart Monitor to replace an existing LifePak-15 Heart Monitor which is being used on the back-up fire engine and has been determined by the Fire Chief to have exceeded its useful life; and

WHEREAS, Stryker Sales, LLC, is the sole distributor of Physio-Control Equipment, including LifePak-15 heart monitors, in our region and this equipment is the only equipment compatible with the existing equipment, including the Life Net System at Firelands Regional Medical Center; and

WHEREAS, the cost of the LifePak-15 Heart Monitor is \$43,162.05, and with a trade-in credit of \$5,000.00 for the old Life-Pak-15 Heart Monitor plus shipping in the amount of \$628.60, the total cost is \$38,790.65 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the heart monitor to be immediately ordered as the pricing is only valid through September 30, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds and determines that the Lifepak-15 Heart Monitor, Serial No. 43569627, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property through a purchase and trade process.

Section 2. The City Manager be and hereby is authorized and directed to purchase one (1) LifePak-15 Heart Monitor from Stryker Sales, LLC, of Chicago, Illinois, at an amount **not to exceed** Thirty-Eight Thousand Seven Hundred Ninety

and 65/100 Dollars (\$38,790.65).

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

To: John Orzech, City Manager
From: Mark Stierhoff, Fleet Maintenance Chief Foreman
Date: September 9, 2024
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase four (4) 2024 Ford Escapes from Valley Ford of Huron, OH, at an amount not to exceed \$28,440.00 per vehicle.

BACKGROUND INFORMATION: On August 14, 2023, the City Commission approved the purchase of nine (9) vehicles through the Sourcwell Cooperative Purchasing Program for various City Departments but unfortunately, none of the vehicles were able to be purchased. Currently, four (4) of these vehicles are available from Valley Ford of Huron, Inc. through the State of Ohio Department of Administrative Services Cooperative Purchasing Program. Three of the four Ford Escapes are new vehicles to the City's fleet and will be used by staff with Planning, Engineering, and Building. The other Ford Escape is a replacement vehicle for the Wastewater Treatment Plant.

The vehicle being replaced is a 2008 Chevy Impala that has been determined to be nearing the end of their expected life cycles by the Fleet Maintenance Chief Foreman and will be presented to the City Commission for disposal at a future meeting.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City. Valley Ford of Huron, Inc. is a member of the purchasing program. Their state contract number is RSI018692.

BUDGETARY INFORMATION: The total cost of the four (4) vehicles is \$113,760.00 and will be paid with Capital Improvement funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase four (4) 2024 Ford Escapes from Valley Ford of Huron, located in Huron, Ohio, in an amount not to exceed \$113,760.00. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the order to be expedited so the vehicles can be ordered at the earliest opportunity.

Approved:

I concur with this recommendation:

Mark Stierhoff, Chief Foreman

Jared Oliver, Police Chief

John Orzech, City Manager

Cc: Michelle Reeder, Finance Director; Stewart Hastings, Law Director; Cathy Myers, Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: Vally Ford- 4 Ford Escapes

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #430-7750-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 9/19/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FOUR (4) VEHICLES FROM VALLEY FORD OF HURON, INC. OF HURON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR VARIOUS CITY DEPARTMENTS AND DIVISIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the purchase of nine (9) vehicles from National Auto Fleet Group of Watsonville, California, through the Sourcewell Cooperative Purchasing Program for various City departments and division by Ordinance No. 23-167, passed on August 14, 2023, but unfortunately, none of the vehicles were able to be purchased; and

WHEREAS, at this time, the City desires to purchase a total of four (4) vehicles, of which three (3) will be additions for the Planning, Building, and Engineering Departments, and one (1) will be a replacement, and are listed below:

<u>Added Vehicles</u>	<u>Cost</u>	<u>Department / Division</u>
2024 Ford Escape	\$28,440.00	Engineering
2024 Ford Escape	\$28,440.00	Planning
2024 Ford Escape	\$28,440.00	Building
<u>Replacement Vehicles</u>	<u>Cost</u>	<u>Department / Division</u>
2024 Ford Escape	<u>\$28,440.00</u>	Wastewater Treatment Plant
	\$113,760.00	

WHEREAS, the vehicle being replaced is a 2008 Chevy Impala that has been determined to be nearing the end of their expected life cycles by the Fleet Maintenance Chief Foreman and will be presented to the City Commission for disposal at a future meeting; and

WHEREAS, the vehicles from Valley Ford of Huron, Inc. of Huron, Ohio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost for the four (4) vehicles is \$113,760.00 and will be paid with Capital Improvement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed immediately so the vehicles can be received and utilized at the at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to expend funds for the purchase of (4) 2024 Ford Escapes at a cost of \$28,440.80 per vehicle, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RSI018692, from Valley Ford of Huron, Inc. of Huron, Ohio, for various City Departments and Divisions at a total amount **not to exceed** One Hundred Thirteen Thousand Seven Hundred Sixty and 00/100 Dollars (\$113,760.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

PAGE 3 - ORDINANCE NO. _____

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: September 23, 2024