SANDUSKY CITY COMMISSION
REGULAR MEETING AGENDA
NOVEMBER 9, 2026 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE

INVOCATION	Mr. Krabill
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	D. Waddington, R. Koonce, J. Krabill, G. Peugeot, T. Schwanger, T. Tucker, K. Vargo
APPROVAL OF MINUTES	October 26, 2026 Regular Meeting
PRESENTATION	Osborne School Project Update: Joe Recchie, Community Building Partners
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Jason Werling, Recreation Superintendent (SECOND READING)

APPROVAL OF SHORELINE PARK CONCESSION LEASE AGREEMENT WITH GREAT LAKES GRINDERS

Budgetary Information: The City will receive $2,400.00 annually for the lease of the Shoreline Park concession area during the term of the agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year lease agreement with Ron Hile II d.b.a. Great Lakes Grinders for the operation of the Shoreline Park concession area for the 2027, 2028, and 2029 operating seasons (March 15 through November 1) beginning March 15, 2027.

ITEM B – Submitted by John Orzech, City Manager

APPROVAL OF CITY'S ELECTRIC RESIDENTIAL & SMALL COMMERCIAL AGGREGATION PROGRAM AGREEMENT

Budgetary Information: The City's broker is estimating a rate not to exceed $.116/kWh for a period of at least 12 months and not to exceed 36 months.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with a competitive retail electricity service provider for the City's Residential and Small Commercial Aggregation Program; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Ken Frost, Public Works Director

APPROVAL TO PURCHASE BULK ROCK SALT FOR CY 2027

Budgetary Information: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2027 would be $181,225.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Streets & Traffic to be used in the CY 2027 from Morton Salt Inc., of Chicago, Illinois; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

ITEM D – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF C/O #1 & FINAL FOR THE WEST MONROE STREET REHABILITATION PROJECT WITH BUCKEYE

Budgetary Information: The original contract with Buckeye Excavating and Construction, Inc. was $1,114,277.00. Change order #1 is a decrease of $11,412.68 (1.0%), which decreases the contract total to $1,102,864.32. Funding for this project came from the following: $478,140.00 from FHWA funds received through ODOT, and the balance of $624,724.32 paid from Capital Projects Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, for the West Monroe Street Rehabilitation Project (Camp Street to Decatur Street, PID No. 118505); and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by Megan Stookey, Project Manager

APPROVAL OF C/O #1 & FINAL FOR SANDUSKY BAY PATHWAY PROJECT WITH MARK HAYNES CONSTRUCTION

Budgetary Information: The original contract with Mark Haynes Construction was $4,995,449.00. Change Order 1 & Final is a decrease of $55,157.53, making the final cost of the project $4,940,291.47 being paid for fully with Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant program administered by the Ohio Department of Transportation (ODOT).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Mark Haynes Construction, Inc. of Norwalk, Ohio, for the ERI Sandusky Bay Pathway Project (Hemminger Ditch to Cedar Point Drive); 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 GRANT SUBMISSION FOR SFY 2028 WITH ODOT FOR SANDUSKY TRANSIT SYSTEM

Budgetary Information: There is no budget impact to apply for these projects. If awarded, projects would require a 20 – 50% local match. The match would be paid with General Transit Funds.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Ohio Department of Transportation for financial assistance through various programs within the SFY 2028 application process for U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) and State of Ohio funding for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM G – Submitted by James Stacey, Transit Administrator

PERMISSION TO DISPOSE OF TRANSIT VEHICLE

Budgetary Information: Proceeds from the selling of this item will go to the Small Urban 5307 Transit Operating Fund as Non-Transportation Revenue, which will be matching funds for the Federal Transit Grant.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of one (1) transit vehicle as having become unnecessary and unfit for city use pursuant to section 25 of the city charter; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM H – Submitted by Scott Kromer, Streets & Utilities Superintendent

PERMISSION TO DISPOSE OF STREET MAINTENANCE CARRYALL TRAILER

Budgetary Information: Proceeds from this sale will be deposited into the Streets Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of a 1970 Carryall Trailer as having become unnecessary and/or unfit for City use pursuant to section 25 of the city charter; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

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

PERMISSION TO DISPOSE OF UNNEEDED VEHICLES

Budgetary Information: Any proceeds from the sale or disposal of the vehicles will be deposited into the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of two (2) vehicles as having become unnecessary and unfit for City use pursuant to section 25 of the city charter; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

REGULAR AGENDA

ITEM 1 – Submitted by John Orzech, City Manager

APPROVAL TO EXPEND FUNDS TO ERIE COUNTY COMMUNITY FOUNDATION FOR IMAGINATION LIBRARY

Budgetary Information: The cost for the program is $31.00 per child with the State of Ohio paying $15.50 (50%) per child and various donors and sponsors contributing to ensure the program remains at no cost for families who enroll their children. Based on 1,429 enrollees in the 44870-zip code, the City of Sandusky will do a 75%/25% split with Perkins Township. The city will pay a total of $8,308.00 per year for five years, beginning in 2027. The total commitment for five (5) years at $8,308.00 per year is $41,540.00 and will be paid with General Funds from the City Commission's operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to the Erie County Community Foundation for the Erie County Imagination Library, an affiliate of Dolly Parton's Imagination Library Program; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

ITEM 2 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF AMENDED ECONOMIC DEVELOPMENT GRANT AGREEMENT FOR OSBORNE SCHOOL WITH COMMUNITY BUILDING PARTNERS

Budgetary Information: The City will remain responsible for providing five hundred fifty thousand dollars ($550,000) in grant proceeds from the Economic Development Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the agreement with Community Building Partners, LLC, relating to the use of Economic Development funds for the renovation of real property located at 920 West Osborne Street (former Osborne Elementary School); and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

ITEM 3 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF RIGHT TO SELL AGREEMENT FOR 9 COLD CREEK CROSSING PARCELS WITH LAKE ERIE LUXE

Budgetary Information: After execution of a City Commission approved purchase and sale agreement with an approved buyer and upon closing of the transaction, the City will be responsible for paying associated fees as described above. The funds will be paid through closing. The balance of funds will be used to recoup expenses incurred for administration management, maintenance, and disposition of the property and/or deposited into the Real Estate Development Fund or Land Bank Fund as appropriate.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an exclusive right to sell agreement with Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, for the marketing and sale of nine (9) vacant parcels located in the Cold Creek Crossing Subdivision; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF LICENSE AGREEMENT FOR BOECKLING PIER WITH JET EXPRESS

Budgetary Information: There is no cost to the City to execute the License Agreement and the City will receive $30,000 as an annual payment for the term of the lease. The City will also receive $200 per month for water service and will bill the Jet Express for electric service for the months it is in operation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a one-year license agreement with Put-In-Bay Boat Line Company (Jet Express) for the use of the City's boat dock at 105 Shoreline Drive (Boeckling Pier) beginning on January 1, 2027; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

ITEM 5 – Submitted by Arin Blair, Chief Planner

APPROVAL OF PSA FOR SS4A PLANNING & DEMONSTRATION PROJECT WITH BURGESS & NIPLE

Budgetary Information: The cost of the professional services is $364,798.16 of which $291,838.52 (80%) will be paid with U.S. Department of Transportation and the remaining balance of $72,959.64 (20%) will be paid with Capital Projects funds. The remaining funding from the $750,000 project ($385,201.84 including city match) will be retained for construction.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Burgess & Niple for the Safe Streets For All (SS4A) Planning & Demonstration Project; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

ITEM 6 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL TO SUBMIT EPA 2027 COMMUNITY & LITTER GRANT APPLICATION

Budgetary Information: City staff is requesting grant funding of a not-to-exceed cost of $20,000.00 for litter clean up events, of which will initially be paid with City funds and then reimbursed through the grant program of 75% ($15,000). The City's required match of 25% ($5,000) will be paid with funds from Department of Parks & Public Realm's Operational budget.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and ratifying the submission of an application to the Ohio Environmental Protection Agency for financial assistance through the 2027 Community and Litter Grant Program; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

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"

PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent,

Date: October 14, 2026

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Entering into a new three-year agreement with Ron Hile II, of Sandusky, Ohio, dba Great Lakes Grinders, for operation of the concession area at Shoreline Park for the 2027, 2028 and 2029 seasons. The agreement will include an option for three additional one-year terms.

BACKGROUND INFORMATION: In 2015 Mr. Hile brought a proposal to the Recreation Department's attention to lease the space at Shoreline Park for Great Lakes Grinders which would be a sub sandwich concept. Sandusky Recreation believed Great Lakes Grinders would be a great asset to Shoreline Park for the community and tourists throughout the spring and summer.

Mr. Hile has been an outstanding lessee for the past 10 years and the community has continued to respond to Great Lakes Grinders with nothing but positive and raving reviews.

The latest agreement between the City and Mr. Hile expires this fall and a Request for Proposals was issued on September 10, 2026, and advertised for the operation of the concession area. Mr. Hile's submission was the only proposal received and a committee determined the proposal to be responsive, advantageous, and in the best interest of the City.

BUDGET IMPACT: The City will receive 2,400.00 annually for the lease of the Shoreline Park concession area during the term of the agreement.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into a three-year agreement with Ron Hile II, dba Great Lakes Grinders, with three optional one-year terms for operation of the Shoreline Park Concession Area.

I concur with this recommendation.

Approved:

_____
Colleen Gilson, Community Development Director

_____
John Orzech, City Manager

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT WITH RON HILE II D.B.A. GREAT LAKES GRINDERS FOR THE OPERATION OF THE SHORELINE PARK CONCESSION AREA FOR THE 2027, 2028, AND 2029 OPERATING SEASONS (MARCH 15 THROUGH NOVEMBER 1) BEGINNING MARCH 15, 2027.

WHEREAS, in 2015, Ron Hile II d.b.a. Great Lakes Grinders submitted a proposal to operate a concession area with a sub sandwich concept and leased the Shoreline Park Concession Area from April 1, 2015, through September 30, 2015; and

WHEREAS, since that time, Ron Hile II D.B.A. Great Lakes Grinders has leased the Shoreline Park Concession Area for its sub sandwich business and has been an outstanding lessee with the community continuing to respond to Great Lakes Grinders with positive and praising reviews; and

WHEREAS, the previous agreement with Mr. Hile expired this fall and the City issued a Request for Proposals (RFP) on September 10, 2026, for the operation of the Shoreline Park Concession Area for the 2027, 2028, and 2029 Seasons as the current agreement will expire this fall and Ron Hile II d.b.a. Great Lakes Grinders was the only respondent to submit a proposal, which was determined to be responsive, advantageous, and in the best interest of the City and the Division of Parks & Recreation; and

WHEREAS, the term of the lease agreement is for three (3) years during the operating season of March 15th through November 1st, which may be extended for an additional three (3) operating seasons upon written mutual agreement, and the City will receive $2,400.00 annually for the lease of the Shoreline Park concession area during the term of the agreement; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 Ron Hile II d.b.a. Great Lakes Grinders for the operation of the Shoreline Park Concession Area located in the City of Sandusky for the 2027, 2028, and 2029 operating seasons beginning March 15, and concluding on November 1, 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 shall take effect at the earliest time allowed by Law.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

AGREEMENT

This Agreement made on and entered into this __ day of _____, 2026, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Ron Hile II (d.b.a. Great Lakes Grinders), 411 E. Water Street, Sandusky, Ohio, 44870, herein referred to as "Lessee."

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Description of Premises

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed and fulfilled, Lessor hereby leases to Lessee the premises known as the Shoreline Park Concession Area located in the City of Sandusky alternatively referred to as the "Leased Premises". The Leased Premises is more specifically described in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein.

2. Term

The term of this Lease shall be for the period of the operating season for the Calendar Years 2027, 2028, and 2029, which is defined as March 15, and concluding on November 1, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

The parties may extend this agreement for an additional three (3) operating seasons, upon written mutual agreement to extend signed by both parties.

3. Concession Stand

Lessee shall have the right to operate the Shoreline Park Concession Area to sell food and beverages at the Shoreline Park Concession Stand. Such menu is described in Exhibit "B" attached hereto and may be amended by Lessee from time to time. The Shoreline Park Concession Area shall comply with all Erie County Health Department regulations and shall be licensed and inspected by said Health Department. Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the Codified Ordinances of the City of Sandusky. Lessee shall register with the City of Sandusky's Income Tax Department and provide

Lessor with a certificate of registration. Lessee shall be required to provide to Lessor upon request a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

4. Delivery of Possession at Beginning of Term / Acceptance / Use

Lessee agrees that the Leased Premises shall be used exclusively for the operation of a concession stand. No other use of the Leased Premises shall be allowed unless prior written consent is obtained from the Lessor.

5. Use of Equipment / Damage to Property

Lessee shall provide additional, suitable equipment in Lessee's discretion necessary to the proper operation of the concession stand business and the selling of food and beverages. Lessee agrees that all personal property of every kind and description kept, stored or placed in or on the leased premises shall be at Lessee's sole risk and hazard and that the Lessor, its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such personal property.

6. Obligations of Lessee

Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulation, policies and executive orders pertaining to all aspects of its operations. Lessee shall operate the Shoreline Park Concession Area and perform the duties and responsibilities as required by the Lessor including but not limited to the following:

a. Lessee, their agents, employees, representatives, or volunteers shall be present at the Leased Premises during all times of operation anticipated to be the following:

   March 15, through November 1,
   Sunday through Saturday, 11:00 a.m. - 3:00 p.m.

b. Lessee further agrees to pay a rental fee in the amount of Two Thousand Four Hundred Dollars ($2,400.00) to be paid in advance annually.

c. Lessee shall conserve the use of electricity in the Shoreline Park Concession Area by assuring that all appliances not in use are turned off, that the exhaust fan is turned

off at the end of each operation day, and through any other efficiency method or methods that may be available to Lessee to minimize the utility costs.

d. Lessee further agrees to keep and maintain the Shoreline Park Concession Area in a good, safe and clean manner and shall obey and comply with all lawful requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the facilities at the Shoreline Park Concession Area or the use of those facilities and improvements.

e. Lessee shall maintain the Shoreline Park Concession Area and all improvements and appurtenances to this Facility in good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessor shall bear no cost or expense for any maintenance to the lease Premises. Lessee shall not commit any waste or cause damage to the Shoreline Park Concession Area or facility.

f. Lessee shall not be responsible for snow removal, rubbish removal, restroom facility cleanliness, lawn care, or repairs to the building or its necessary appurtenances at the Shoreline Park Concession Area, Lessor shall be responsible therefore.

7. Liability and Insurance

7.1 Public Liability Insurance. Lessee shall procure and maintain public liability insurance for the Premises with single limits of at least One Million Dollars ($1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and all City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy. The policy shall contain an agreement by the insurer that it will not cancel or make material change to the policy except after fifteen (15) days' prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

7.2 Fire and Casualty Insurance. Lessor shall keep the Building and all other improvements located on the Property, insured against loss by fire and all of the risks and perils insured against in an extended coverage insurance policy, in an amount equal to the full replacement cost of the building, including vandalism and malicious mischief endorsements.

Lessee shall be responsible for insuring all other property including Lessee's personal property, improvements, betterments, vehicles, and any employee's personal property.

7.3 Certificates. At the commencement of the term of this Lease, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 7.1, this shall include evidence of no cross liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all acceptable to the Lessor - City of Sandusky. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

7.4 Waiver of Liability. Lessor and Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release does not adversely affect such policies nor prejudice the releasor's rights to recover under them.

7.5 Indemnification. Except to the extent liability has been waived under Section 7.4, Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Leased Premises, as a result of any tortious or negligent act of the Lessee or of its employees, agents or contractors, or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortious or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's obligations under this Lease Agreement. Lessee shall not be responsible to the Lessor for any loss of use of the building. Lessee shall provide Lessor with a copy of the Certificate of Insurance verifying compliance with this section.

8. Public Access

Lessee acknowledge that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Shoreline Park and Lessee agrees to operate and maintain the Shoreline Park Concession Area without unduly interfering with the lawful access of the public. The public has no right of access to the inside of the concession building nor to any area that the Lessor may indicate to Lessee is necessary to be restricted so as not to unduly endanger the public.

9. Non-Assignment

The Lessee shall not assign this Lease, nor sublet said premises nor any part thereof without the written consent of Lessor.

10. Termination

If Lessee breaches any of terms of this Lease and/or fails to comply with the Lessee's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Lease. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for their payments until vacating the premises. If this lease shall have been so terminated by Lessor, Lessor may immediately thereafter resume possession of the premises by any lawful means and remove Lessee and their personal property.

11. Loss Due to Catastrophe

In case of damage to the Shoreline Park Concession Area by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Lease or to repair the facility.

12. Non-Discrimination

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, or sex. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, or sex. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of this non-discrimination clause.

13. Severability of Clauses

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

14. Notice

Whenever in this Lease there shall be required or permitted that notice or demand be given in or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

Lessor	Lessee
City of Sandusky c/o City Manager 240 Columbus Avenue Sandusky, OH 44870	Ron Hile II d.b.a. Great Lakes Grinders 411 E. Water Street Sandusky, OH 44870

15. Entire Agreement

No amendment, change, modification or addition to this Lease shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

16. Binding Effect

This Lease, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, successors and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

_____

_____
John Orzech
City Manager

_____

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared John Orzech, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

_____
Notary Public

My Commission Expires:_____

WITNESSES:

LESSEE: GREAT LAKES GRINDERS

_____

_____
Ron Hile II, Owner

_____

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Ron Hile II, Owner of Great Lakes Grinders, and acknowledged their execution of the foregoing instrument as said Lessees on behalf of themselves and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

_____
Notary Public

My Commission Expires:_____

Approved as to Form:

_____
Melanie J. Murray #0105628
Assistant Law Director, City of Sandusky

EXHIBIT "A"





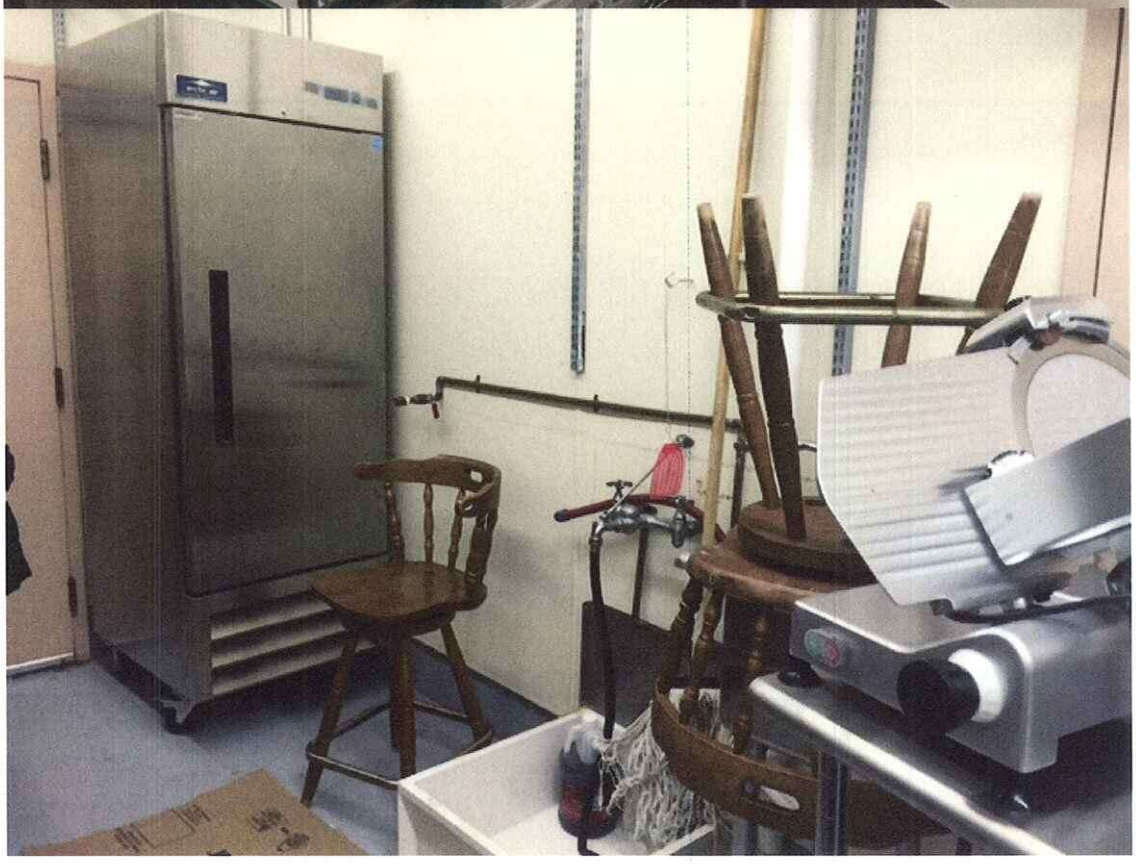


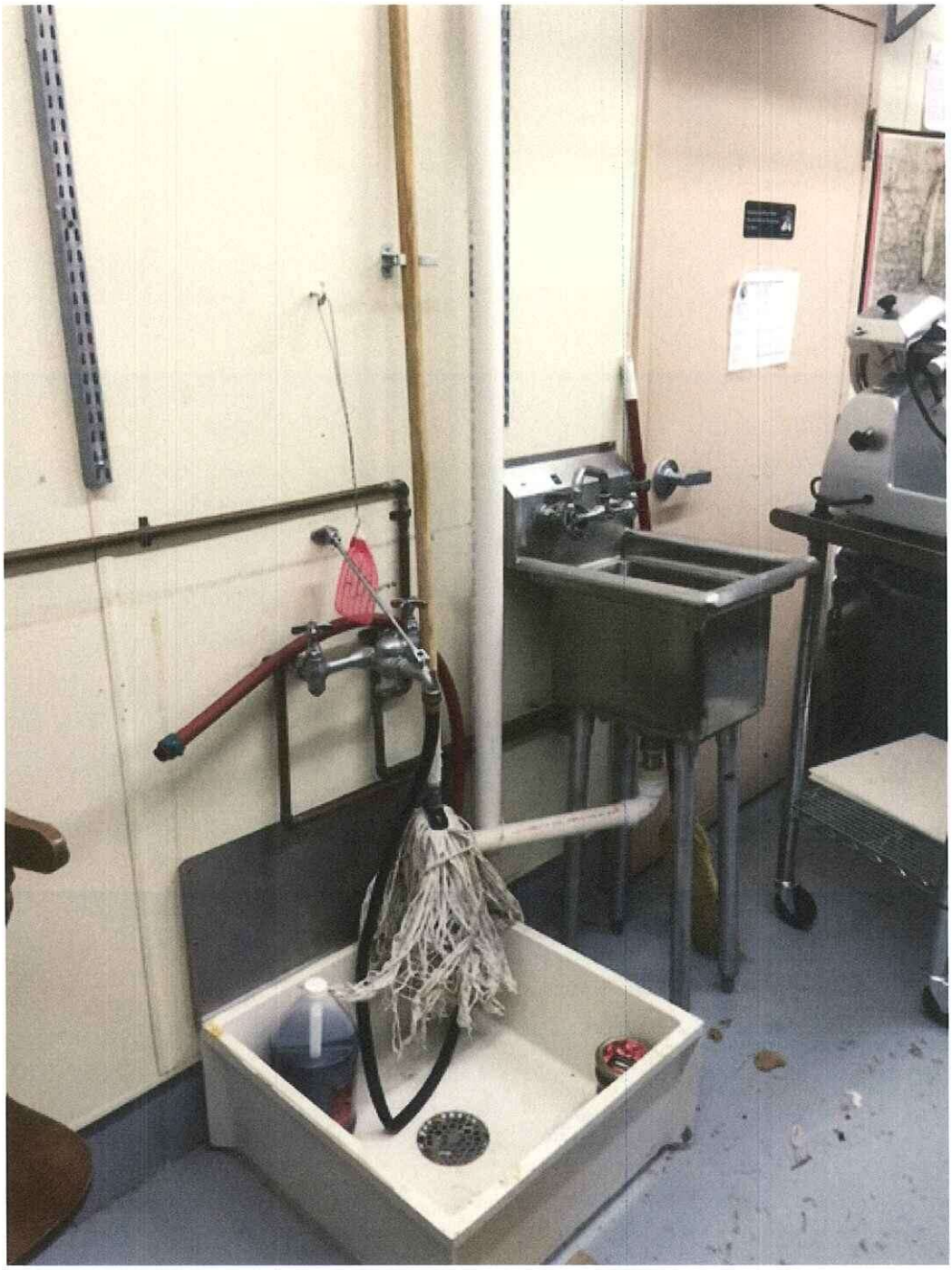



WOMEN











GLG at your next event!

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PARTIES | MEETINGS | TEAMS | GRADUATIONS

SEND INQUIRIES TO GOODFOOD@GREATLAKESGRINDERS.COM

PARTY TRAYS

30 PIECE TRAY
(GRINDERS #1-11)
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GLG ITALIAN COMBO $15

Served as **GRINDER | SALAD | OR | LETTUCE WRAP**

includes choice of side and drink | grinder only - $11

DRESSED WITH GLG SAUCE, LETTUCE, TOMATO, PEPPERS & HERBS

1. **ITALIAN**
   PEPPERONI | SALAMI | PROVOLONE
2. **SICILIAN**
   PEPPERONI | SALAMI | PROVOLONE | JALAPEÑO | CRUSHED RED PEPPER
3. **HAM**
   HONEY-BAVARIAN HAM | SWISS | CHEDDAR
4. **ROAST BEEF**
   TOP-ROUND SIRLOIN | SWISS | CHEDDAR | MAYO

GLG TURKEY COMBO $15

Served as **GRINDER | SALAD | OR | LETTUCE WRAP**

includes choice of side and drink | grinder only - $11

DRESSED WITH GLG SAUCE, LETTUCE, TOMATO, PEPPERS & HERBS

5. **TURKEY**
   TURKEY | SWISS | CHEDDAR | MAYO
6. **SPICY TURKEY**
   TURKEY | SWISS | CHEDDAR | JALAPEÑO | CRUSHED RED PEPPER | MAYO
7. **TURKEY AVOCADO**
   TURKEY | AVOCADO | SWISS | CHEDDAR | MAYO
8. **WEST COAST TURKEY**
   TURKEY | AVOCADO | ALFALFA SPROUTS* | JALAPEÑO | MAYO

KID'S LUNCH $8

SANDWICH | DORITOS | KOOL AID | GRANOLA BAR

Choose PB&J uncrustable | kid's ham | kid's turkey

**Consuming raw agricultural products may increase your risk of foodborne illness.*

GLG VEGETARIAN COMBO $15

Served as **GRINDER | SALAD | OR | LETTUCE WRAP**

includes choice of side and drink | grinder only - $11

DRESSED WITH GLG SAUCE, PEPPERS & HERBS

9. **CUCUMBER AVOCADO**
   CUCUMBER | AVOCADO | ALFALFA SPROUTS* | MAYO | JALAPEÑO
10. **VEGGIE AVOCADO**
    AVOCADO | ALFALFA SPROUTS* | JALAPEÑO | MAYO | PROVOLONE
11. **SPINACH ARTICHOKE**
    SPINACH | ARTICHOKE HEARTS | PROVOLONE | CHEDDAR | MAYO
12. **TOMATO BASIL** SERVED HOT
    FRESH MOZZARELLA | BASIL | TOMATO | OLIVE OIL

GLG SUPERIOR COMBO $17

Served as **GRINDER | SALAD | OR | LETTUCE WRAP**

includes choice of side and drink | grinder only - $13

DRESSED WITH GLG SAUCE, PEPPERS & HERBS

13. **HEAVY ITALIAN**
    PEPPERONI | SALAMI | HAM | LETTUCE | TOMATO | PROVOLONE
14. **PERRY'S POULTRY**
    TURKEY | HAM | MAYO | LETTUCE | TOMATO | SWISS | CHEDDAR
15. **PIZZA GRINDER** SERVED HOT
    MARINARA | PEPPERONI | SALAMI | HAM | PROVOLONE | CRUSHED RED PEPPER
16. **MACKINAC MEATBALL** SERVED HOT
    ENORMOUS MEATBALLS | MARINARA | PROVOLONE | CRUSHED RED PEPPER

SIDES & DRINKS *Assorted* VARIETIES

CHEF'S DAILY SIDE - $2.00
POTATO CHIPS - $2.00
BOTTLED BEVERAGES - $3.00
FRESH BAKED COOKIES - (2) $2.00

For allergen information, visit greatlakesgrinders.com/allergen-information.

CITY MANAGER'S OFFICE

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

To: City Commissioners

From: John Orzech, City Manager

Date: October 28, 2026

Subject: Commission Agenda Item – Agreement for City's Electric Residential and Small Commercial Aggregation Program

Item for Consideration: Legislation authorizing the City Manager to enter into an agreement with a competitive retail electric service provider for generation services for the City's Residential and Small Commercial Aggregation program.

Background Information: the City Commission approved a Second Amendment to the Master Agreement with Dynegy Services LLC of Irving, Ohio, to provide electric generation supply and related services beginning in June 2026 at the rate of $.0999/kWh for 18 months to residential and small commercial customers within the City's aggregation program by Ordinance No. 26-048, passed on March 9, 2026.

As the electricity market continues going up, the City's energy broker, with the approval from the City Manager, will issue a Request for Proposals for the City's Residential and Small Commercial Electric Aggregation program beginning power flow in December 2027. The deadline to finalize a service agreement is October 1, 2027.

Buckeye Energy Brokers, Inc., is contracted to provide professional services related to the supply of electricity for the City's aggregation program.

Budgetary Information: The City's broker is estimating a rate not to exceed $.116/kWh for a period of at least 12 months and not to exceed 36 months.

Action Requested: It is requested that an Ordinance be passed authorizing the City Manager to enter into an agreement with a competitive retail electric service provider for generation services or the City's Residential and Small Commercial Aggregation program. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the City Manager to immediately execute an agreement once supplier has been identified to lock in the price and maximize the savings.

_____

John Orzech, City Manager

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A COMPETITIVE RETAIL ELECTRICITY SERVICE PROVIDER FOR THE CITY'S RESIDENTIAL AND SMALL COMMERCIAL AGGREGATION PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Buckeye Energy Brokers, Inc., is certified by the Public Utilities Commission of Ohio and offers energy brokerage and electricity aggregation services that may reduce the cost per energy unit consumed; and

WHEREAS, the City Commission approved an agreement with Buckeye Energy Brokers, Inc., of Akron, Ohio, to provide electricity aggregation services by Ordinance No. 16-181, passed on October 24, 2016; and

WHEREAS, the City Commission approved a Master Agreement with Dynegy Services LLC ("Dynegy") of Irving, Texas, to provide electric generation supply and related services at the rate of $.0465 cents/kWh four-year for residential and small commercial customers within the City's aggregation program by Ordinance No. 21-009, passed on January 25, 2021; and

WHEREAS, the City Commission approved an Amendment to the Master Agreement with Dynegy Services LLC of Irving, Ohio, to provide electric generation supply and related services for an additional fourteen (14) months at the rate of $.0825/kWh to residential and small commercial customers within the City's aggregation program by Ordinance No. 25-025, passed on January 27, 2025; and

WHEREAS, the City Commission approved a Second Amendment to the Master Agreement with Dynegy Services LLC of Irving, Ohio, to provide electric generation supply and related services for an additional eighteen (18) months at the rate of $.0999/kWh to residential and small commercial customers within the City's aggregation program by Ordinance No. 26-048, passed on March 9, 2026; and

WHEREAS, as the electricity market continues going up, the City's energy broker, with the approval from the City Manager, will issue a Request for Proposals for the City's Residential and Small Commercial Electric Aggregation program beginning power flow in December of 2027; the deadline to finalize a service agreement is October 1, 2027; and

WHEREAS, to obtain the most competitive price, the City Manager will need the ability to enter into an agreement with the lowest and best competitive supplier immediately after the City's broker has identified and recommended such supplier; and

WHEREAS, at this time, the City's broker is estimating the rate not to exceed $.116/kWh rate for a period of at least 12 months and not to exceed 36 months; 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 City Manager to immediately execute an agreement once supplier has been identified to lock in the price and maximize the savings; 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. This City Commission authorizes and directs the City Manager to enter into an agreement with the lowest and best competitive supplier of electricity service for the City's Residential and Small Commercial Aggregation program upon recommendation from the City's energy broker at a price **not to exceed** $.116/kWh.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Kenneth P. Frost, Director

Date: October 28, 2026

Subject: Commission Agenda Item – Purchase Bulk Rock Salt for CY 2027

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2027.

STRATEGIC PLAN ALIGNMENT: Category: Municipal Services

Specific Goal: To obtain the proper materials to serve the residents by maintaining Street operations throughout the city.

Key Outcomes: Focus on daily impact on operations

BACKGROUND INFORMATION: Since 1998, the City of Sandusky (City) has been included in the bidding procedure utilized by Erie County (County) to obtain bulk highway deicing rock salt. The bid included the County Engineer, County Facilities Department, twelve other political subdivisions, Sandusky City Schools and the Erie County Health Department, of which the City's salt requirements are approximately 25% of the total bid quantity. As a top purchaser under this contract, the City helps facilitate reduced costs for all participants in the County's bid process based on increased tonnage.

Bids submitted to County Commissioners included nine (9) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments, Sandusky City Schools and Erie County Health Department for a total of 11,190 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2027 to Morton Salt Inc., of Chicago, Illinois, at a rate of $72.49 per ton for delivery or $72.00 per ton for pick up at 931 W. Water Street in Sandusky. The price for 2026 was $52.75 per ton for delivery or $53.00 per ton for pick up.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of $181,225.00. In the early stages of inclement weather, City crews pretreat overpasses, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2027 would be $181,225.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Morton Salt Inc. of Chicago, Illinois, at an amount not to exceed $181,225.00 that the necessary legislation be passed under suspension of the rules and in accordance with Section 13.

I concur with this recommendation:

_____

John Orzech, City Manager

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

RESOLUTION NO. 26-293

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.

The Board of County Commissioners of Erie County, Ohio, met this 19th day of October, 2026, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and Stephen L. Shoffner.

Mr. Shoffner introduced the following resolution and moved its adoption.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:

THAT, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Suite 2900, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2027 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

Roll Call: Mr. Shoffner, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

Adopted: October 19, 2026

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #247.

Erin M. Paolano Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator
Hank S. Solowiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **$231,968** being the amount needed to meet the obligations of the foregoing Agreement with **MORTON SALT, INC.,** is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER
(2027)

RESO. NO: 26-293

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/15/26

Richard H. Jeffrey
County Auditor

Approved As to Content:

Elected Official/Department Head

CONTRACT

This contract made and entered into this 19th day of October, 2026, by and between Morton Salt, 1 North Franklin St, Chicago, IL 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 11,190 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2027 calendar year (1/01/2027-12/31/2027). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	**3,000**	**$72.00/ton**	**$216,000.00**	**$72.49/ton**	**$217,470.00**
Erie County Maintenance	**200**	**72.00/ton**	**$14,400.00**	**72.49/ton**	**$14,498.00**
Berlin Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Florence Township	200	72.00/ton	$14,400.00	72.49/ton	$14,498.00
Groton Township	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Huron Township	600	72.00/ton	$43,200.00	72.49/ton	$43,494.00
Margaretta Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Milan Township	600	72.00/ton	$43,200.00	72.49/ton	$43,494.00
Oxford Township	300	72.00/ton	$21,600.00	72.49/ton	$21,747.00
Perkins Township	1,000	72.00/ton	$72,000.00	72.49/ton	$72,490.00
Vermilion Township	400	72.00/ton	$28,800.00	72.49/ton	$28,996.00
Village of Berlin Heights	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Village of Castalia	100	72.00/ton	$7,200.00	72.49/ton	$7,249.00
Village of Milan	400	72.00/ton	$28,800.00	72.49/ton	$28,996.00
City of Huron	1,000	72.00/ton	$72,000.00	72.49/ton	$72,490.00
City of Sandusky	2,500	72.00/ton	$180,000.00	72.49/ton	$181,225.00
City of Vermilion	0	72.00/ton	$0.00	72.49/ton	$0.00
Sandusky City Schools	60	72.00/ton	$4,320.00	72.49/ton	$4,349.40
Erie County Health Dept	30	72.00/ton	$2,160.00	72.49/ton	$2,174.70
Total Estimated Requirements	11,190		$805,680.00		$811,163.10

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of $72.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of $72.49/Ton, not to exceed **$231,968.00** ($217,470.00-Erie County Engineer, $14,498.00-Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated September 2, 2026, the terms and conditions of the Contract shall prevail.

SUPPLIER SERVICE REQUIREMENTS
The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on September 2, 2026.

SUPPLIER RESPONSIBILITIES
The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

TERM
This contract shall remain in effect from January 1, 2027 through December 31, 2027.

INDEMNITY
The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

INSURANCE REQUIREMENTS
The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

MODIFICATION
This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

NOTICE TO PROCEED
The Supplier shall, upon receipt of a copy of the Erie County Commissioners resolution to enter into an agreement with supplier, provide product commencing on January 1st of the term described herein above. A purchase order, in accordance with the bidding documents shall be subsequently issued by Erie County.

NON-DISCRIMINATION
The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

FINDINGS FOR RECOVERY

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

COUNTERPARTS

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

a. This Contract
b. Bid Specifications
c. Signed copy of Bid
d. Erie County Commissioner's Resolution to enter into an Agreement

These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or herein repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

MORTON SALT, INC.

Signature

Anthony T. Patton, Senior Director of Government Sales
Title

27-3146174
Taxpayer I.D. #

BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

Patrick J. Shenigo

Mathew R. Old

Stephen L. Shoffner

Approved as to Form:

Asst. Prosecuting Attorney

Approved as to Content:

Eric Dodrill, P.E., P.S., Erie County Engineer

Gary Weilnau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Anthony T. Patton, on behalf of **MORTON SALT, INC.,**
(Name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **$231,968.00** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **$231,968.00,** UNLESS expenditures are approved by the Board.

Anthony T. Patton, Senior Director of Government Sales
Representative of Vendor

Sworn to before me and subscribed in my presence this 30TH day of September, 2026.

OFFICIAL SEAL
MEREDITH LEE KERR
Notary Public, State of Illinois
Commission No. 1006900
My Commission Expires March 20, 2029

(Notary Public)

APPROVED AS TO CONTENT

Eric Dodrill, P.E., P.S., Erie County Engineer

Gary Weilnau, Building & Grounds Superintendent

CERTIFICATE OF FUNDS

In the Matter of: Morton Salt

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 #216-6550-54042

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/28/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2027 FROM MORTON SALT INC., OF CHICAGO, ILLINOIS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, since 1998, the City of Sandusky has been included in the bidding procedure utilized by Erie County to obtain bulk highway deicing rock salt; and

WHEREAS, Erie County has awarded the salt contract for CY 2027 to Morton Salt Inc., of Chicago, Illinois at a rate of $72.49 per ton for delivery and $72.00 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included nine (9) townships, three (3) villages, the City of Sandusky, City of Huron, City of Vermilion, Sandusky City Schools, two (2) separate Erie County departments, and the Erie County Health Department for a total of 11,190 tons of which the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be $181,225.00; and

WHEREAS, funds for the purchase of this item are routinely budgeted in the Street Fund each year; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 purchase from Morton Salt Inc., of Chicago, Illinois, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2027, at a cost **not to exceed** One Hundred Eighty-One Thousand Two Hundred Twenty-Five and 00/100 Dollars ($181,225.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Morton Salt Inc., of Chicago, Illinois, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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 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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Joshua R. Snyder, P.E., Public Works Engineer

Date: October 26, 2026

Subject: **Commission Agenda Item - Change Order 1 & Final for the West Monroe Street Rehabilitation Project (PID No. 118505)**

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order 1 and Final for the West Monroe Street Rehabilitation Project (Decatur Street to Camp Street - PID No. 118505).

STRATEGIC PLAN ALIGNMENT: Category: Economic Development and Municipal Services

Specific Goal(s): Support residential and visitor experience, upgrading roadway infrastructure to accommodate a truck route, and major thoroughfare.

Key Outcomes: Infrastructure (drainage and roadway) improvements.

BACKGROUND INFORMATION: Legislation was passed at the January 12, 2026, City Commission meeting, awarding a construction contract for the West Monroe Street Resurfacing Project to Buckeye Excavating and Construction, Inc. of Norwalk, OH per Ordinance 26-004, in the amount of $1,114,277.00. The West Monroe Street Rehabilitation Project (Decatur Street to Camp Street) consisted of adding storm sewer on W. Monroe St. from Camp Street to Stone Street, and on Camp Street from Barker St. to Monroe St., dedicated for carrying stormwater flows westward, to the intersection of Camp Street and Barker St. The project installed fourteen (14) new catch basin structures that now have the ability to absorb more runoff. The project also included pavement resurfacing with limited partial depth pavement repairs.

The Change Order is an overall decrease of $11,412.68 (1.0%), and reflects the actual work performed and the actual quantities used in the field by the contractor.

BUDGETARY INFORMATION: The original contract with Buckeye Excavating and Construction, Inc. was $1,114,277.00. Change order #1 is a decrease of $11,412.68 (1.0%), which decreases the contract total to $1,102,864.32. Funding for this project came from the following: $478,140.00 from FHWA funds received through ODOT, and the balance of $624,724.32 paid from Capital Projects Funds.

ACTION REQUESTED: It is recommended that an ordinance for Change Order #1 and Final for the West Monroe Street Resurfacing Project (Decatur Street to Camp Street) to Buckeye Excavating and Construction, Inc. of Norwalk, Ohio for an decrease to the contract of $11,412.68, bringing the total contract price to $1,102,864.32, be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to make payment to the contractor for work already performed, to close out the completed project, and allow the savings to be immediately released and

reappropriated. This will also ensure subcontractors will be paid for work already performed and comply with ODOT “prompt payment” requirements.

I concur with this recommendation:

_____	_____
John Orzech	Kenneth P. Frost
City Manager	Public Works Director

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

CITY OF SANDUSKY,OHIO
DEPARTMENT OF PUBLIC WORKS

Project: West Monroe Street Rehabilitation Project (PID No. 118505)
Construction Work Order No.: 1

CONTRACT: 3089
ORDINANCE N 26-004

Contractor: Buckeye Excavating & Construction, Inc.
191 State Route 61 East
Norwalk, Ohio 44857

STREET OR LOCATON OF WORK: Sign structure installation at nine different locations.
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
1	201E11000	1.00	1.00	0.00	LS	CLEARING AND GRUBBING	$4,000.00	$4,000.00	$ 4,000.00	$ -
2	202E32000	811.00	364.00	-447.00	FT	CURB REMOVED	$5.00	$4,055.00	$ 1,820.00	$ (2,235.00)
3	202E35100	39.00	39.00	0.00	FT	PIPE REMOVED, 24" AND UNDER	$24.00	$936.00	$ 936.00	$ -
4	202E58300	15.00	13.00	-2.00	EACH	CATCH BASIN OR INLET REMOVED	$300.00	$4,500.00	$ 3,900.00	$ (600.00)
5	203E98600	2.00	0.00	-2.00	EACH	ROADWAY, MISC.: SUPPORTING EXISTING UTILITY POLES DURING CONSTRUCTION, AS NEEDED	$250.00	$500.00	$ -	$ (500.00)
6	204E13000	43.00	0.00	-43.00	CY	EXCAVATION OF SUBGRADE	$27.00	$1,161.00	$ -	$ (1,161.00)
7	204E30020	43.00	0.00	-43.00	CY	GRANULAR MATERIAL, TYPE C	$60.00	$2,580.00	$ -	$ (2,580.00)
8	204E51001	252.00	0.00	-252.00	SY	GEOGRID, AS PER PLAN	$10.00	$2,520.00	$ -	$ (2,520.00)
9	503E31100	240.00	750.43	510.43	CY	ROCK EXCAVATION	$200.00	$48,000.00	$ 150,086.00	$ 102,086.00
10	608E10001	399.00	559.85	160.85	SF	4" CONCRETE WALK, AS PER PLAN	$12.25	$4,887.75	$ 6,858.16	$ 1,970.41
11	623E39500	8.00	8.00	0.00	EACH	MONUMENT ASSEMBLY ADJUSTED TO GRADE	$785.00	$6,280.00	$ 6,280.00	$ -
12	SPECIAL	28.00	0.00	-28.00	FT	FILL AND PLUG EXISTING CONDUIT, 6" CONDUIT	$5.00	$140.00	$ -	$ (140.00)
13	SPECIAL	228.00	0.00	-228.00	FT	FILL AND PLUG EXISTING CONDUIT, 10" CONDUIT	$10.00	$2,280.00	$ -	$ (2,280.00)
14	SPECIAL	99.00	0.00	-99.00	FT	FILL AND PLUG EXISTING CONDUIT, 12" CONDUIT	$13.00	$1,287.00	$ -	$ (1,287.00)
101	SPECIAL	218.00	167.90	-50.10	SY	TOPSOIL FURNISHED AND PLACED, AS PER PLAN	$2.00	$436.00	$ 335.80	$ (100.20)
102	659E10001	218.00	167.90	-50.10	SY	SEEDING AND MULCHING, AS PER PLAN	$12.00	$2,616.00	$ 2,014.80	$ (601.20)
201	611E97400	294.00	327.00	33.00	FT	CONDUIT, MISC.: 12" CONDUIT, TYPE B; RCP ; AS PER PLAN, 706.02; INCL. PVMT REMOVAL, EXCAVATION AND BACKFILL, PER TRENCH BUILDUP DETAIL. USED FOR CB TIE-INS.	$116.00	$34,104.00	$ 37,932.00	$ 3,828.00
202	611E97400	341.00	338.50	-2.50	FT	CONDUIT, MISC.: 12" CONDUIT, TYPE B; ADS N-12 (OR EQUAL); INCL. PVMT REMOVAL, EXCAVATION AND BACKFILL, PER TRENCH BUILDUP DETAIL	$93.00	$31,713.00	$ 31,480.50	$ (232.50)
203	611E07400	528.00	528.00	0.00	FT	18" CONDUIT, TYPE B; ADS N-12 (OR EQUAL); INCL. PVMT REMOVAL, EXCAVATION AND BACKFILL, PER TRENCH BUILDUP DETAIL	$110.00	$58,080.00	$ 58,080.00	$ -
204	611E10400	335.00	335.00	0.00	FT	24" CONDUIT, TYPE B; ADS N-12 (OR EQUAL); INCL. PVMT REMOVAL, EXCAVATION AND BACKFILL, PER TRENCH BUILDUP DETAIL	$182.00	$60,970.00	$ 60,970.00	$ -

205	611E13400	232.00	232.00	0.00	FT	30" CONDUIT, TYPE B; ADS N-12 (OR EQUAL); INCL. PVMT REMOVAL, EXCAVATION AND BACKFILL, PER TRENCH BUILDUP DETAIL	$206.00	$47,792.00	$ 47,792.00	$ -
206	611E98181	14.00	14.00	0.00	EACH	CATCH BASIN, MISC.: AS PER PLAN (CITY STANDARD CATCH BASIN, TYPE 1); INCL. EXCAVATION AND BACKFILL	$3,100.00	$43,400.00	$ 43,400.00	$ -
207	611E99575	11.00	11.00	0.00	EACH	MANHOLE, NO. 3, AS PER PLAN (CITY STANDARD MANHOLE); INCL. EXCAVATION AND BACKFILL	$6,300.00	$69,300.00	$ 69,300.00	$ -
301	251E01001	964.00	0.00	-964.00	SY	PARTIAL DEPTH PAVEMENT REPAIR (441), AS PER PLAN	$20.00	$19,280.00	$ -	$ (19,280.00)
302	254E01000	10209.00	10180.58	-28.42	SY	PAVEMENT PLANING, ASPHALT CONCRETE: 2" DEPTH	$3.00	$30,627.00	$ 30,541.74	$ (85.26)
303	255E98000	964.00	0.00	-964.00	CY	FULL DEPTH REPAIR, MISC.:: CLASS QC MS, AS DIRECTED	$110.00	$106,040.00	$ -	$ (106,040.00)
304	255E98000	602.00	647.63	45.63	CY	FULL DEPTH REPAIR, MISC.:: CLASS QC MS, AS PER PLAN (TYPE A) PER PLAN DETAIL TR-4	$97.00	$58,394.00	$ 62,820.11	$ 4,426.11
305	255E98000	419.00	644.60	225.60	CY	FULL DEPTH REPAIR, MISC.:: CLASS QC MS, AS PER PLAN (TYPE B) PER PLAN DETAIL TR-4	$97.00	$40,643.00	$ 62,526.20	$ 21,883.20
306	407E98010	515.00	694.63	179.63	GAL	TACK COAT, MISC.: (0.05 GAL/SY FOR SURFACE COURSE)	$3.00	$1,545.00	$ 2,083.89	$ 538.89
307	407E98010	2249.00	1663.00	-586.00	GAL	TACK COAT, MISC.: (0.22 GAL/SY FOR FIBER MAT APPLICATION)	$4.00	$8,996.00	$ 6,652.00	$ (2,344.00)
308	423E98200	5613.00	5513.00	-100.00	FT	CRACK SEALING, MISC.: TYPE IV	$0.75	$4,209.75	$ 4,134.75	$ (75.00)
309	441E50000	359.00	359.00	0.00	CY	1.25" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	$225.00	$80,775.00	$ 80,775.00	$ -
310	441E50200	287.00	304.90	17.90	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	$200.00	$57,400.00	$ 60,980.00	$ 3,580.00
311	609E12001	677.00	189.30	-487.70	FT	COMBINATION CURB AND GUTTER, TYPE 2, AS PER PLAN	$39.00	$26,403.00	$ 7,382.70	$ (19,020.30)
312	609E26001	134.00	115.70	-18.30	FT	CURB, TYPE 6, AS PER PLAN	$35.00	$4,690.00	$ 4,049.50	$ (640.50)
313	690E98300	10209.00	7327.87	-2881.13	SY	SPECIAL - PAVEMENT STRUCTURAL FIBERMAT (Mirafi MPG 4 OR EQUAL)	$8.50	$86,776.50	$ 62,286.90	$ (24,489.61)
401	638E98600	24.00	27.00	3.00	FT	WATER WORK, MISC.:: 8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, MECHANICAL JOINTS AND FITTINGS WATER MAIN LOWERING	$800.00	$19,200.00	$ 21,600.00	$ 2,400.00
402	638E10800	2.00	0.00	-2.00	EACH	VALVE BOX ADJUSTED TO GRADE	$465.00	$930.00	$ -	$ (930.00)
403	638E98000	3.00	2.00	-1.00	EACH	WATER WORK, MISC.: WATER MANHOLE ADJUST TO GRADE	$1,300.00	$3,900.00	$ 2,600.00	$ (1,300.00)
404	638E98000	9.00	9.00	0.00	EACH	WATER WORK, MISC.: ADJUST WATER SERVICE LINE	$300.00	$2,700.00	$ 2,700.00	$ -
405	638E98600	45.00	0.00	-45.00	FT	WATER WORK, MISC.: REMOVE AND REPLACE WATER SERVICE LINE	$40.00	$1,800.00	$ -	$ (1,800.00)
501	611E99655	15.00	14.00	-1.00	EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	$1,300.00	$19,500.00	$ 18,200.00	$ (1,300.00)
502	611E97200	9.00	1.00	-8.00	EACH	CONDUIT, MISC.: ADJUST SANITARY SERVICE CONNECTION	$700.00	$6,300.00	$ 700.00	$ (5,600.00)
503	611E97400	135.00	80.50	-54.50	FT	CONDUIT, MISC.: REMOVE AND REPLACE SANITARY SERVICE CONNECTION	$80.00	$10,800.00	$ 6,440.00	$ (4,360.00)
504	611E99820	1000.00	0.00	-1000.00	LB	SPECIAL - MISCELLANEOUS METAL	$3.00	$3,000.00	$ -	$ (3,000.00)
701	644E10200	0.41	0.47	0.06	MILE	CENTER LINE	$8,000.00	$3,280.00	$ 3,760.00	$ 480.00
702	644E00400	180.00	180.00	0.00	LF	STOP LINE, 24"	$2.50	$450.00	$ 450.00	$ -
703	644E00700	140.00	115.00	-25.00	FT	TRANSVERSE/DIAGONAL LINE	$7.50	$1,050.00	$ 862.50	$ (187.50)
704	644E00500	140.00	112.00	-28.00	FT	STOP LINE	$7.50	$1,050.00	$ 840.00	$ (210.00)
705	644E00630	840.00	886.00	46.00	FT	CROSSWALK LINE, 24"	$7.00	$5,880.00	$ 6,202.00	$ 322.00
706	644E01300	6.00	6.00	0.00	EACH	LANE ARROW	$120.00	$720.00	$ 720.00	$ -
752	614E11111	40.00	0.00	-40.00	HOUR	LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE, AS PER PLAN	$60.00	$2,400.00	$ -	$ (2,400.00)

851	623E10000	1.00	1.00	0.00	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	$7,500.00	$7,500.00	$ 7,500.00	$ -
852	624E10000	1.00	1.00	0.00	LS	MOBILIZATION	$20,000.00	$20,000.00	$ 20,000.00	$ -
857	690E98400	1.00	1.00	0.00	LS	SPECIAL - PROJECT VIDEO	$1,500.00	$1,500.00	$ 1,500.00	$ -
858	690E98400	1.00	1.00	0.00	LS	SPECIAL - PROJECT BONDING	$25,000.00	$25,000.00	$ 25,000.00	$ -
860	611E03100	0.00	76.00	76.00	FT	10" CONDUIT, TYPE B	$135.00	$0.00	$ 10,260.00	$ 10,260.00
9000	990E20000	0.00	1.00	1.00	LS	Replacing 8" Water Valve on W. Monroe St.	$14,875.99	$0.00	$ 14,875.99	$ 14,875.99
9001	990E20000	0.00	1.00	1.00	LS	Replacing Buried Catch Basin at W. Monroe St and Shelby St	$2,364.48	$0.00	$ 2,364.48	$ 2,364.48
9002	632E26500	0.00	4.00	4.00	EACH	Replacing detector loops that were damaged during the pavement planing on W. Monroe St.	$3,240.00	$0.00	$ 12,960.00	$ 12,960.00
9003	990E24700	0.00	364.00	364.00	FT	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 2	$1.55	$0.00	$ 564.20	$ 564.20
9004	990E24700	0.00	1663.00	1663.00	GAL	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 307	$0.36	$0.00	$ 598.68	$ 598.68
9005	990E24700	0.00	189.30	189.30	FT	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 311	$24.96	$0.00	$ 4,724.93	$ 4,724.93
9006	990E24700	0.00	7327.87	7327.87	SY	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 313	$0.85	$0.00	$ 6,228.69	$ 6,228.69
9007	990E24700	0.00	1.00	1.00	EACH	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 502	$700.00	$0.00	$ 700.00	$ 700.00
9008	990E24700	0.00	80.50	80.50	FT	104.02 AJUSTMENT - UNIT PRICE ADJUSTMENT FOR ITEM 503	$13.60	$0.00	$ 1,094.80	$ 1,094.80

Explanation: Change order & Contingency reflects work performed in the field.

Total Difference $ (11,412.68)

Accepted: _____ Date: 10/28/26, 2026
Contractor

Accepted: _____ Date: _____, 2026
Project Manager

Original Contract Price = $ 1,114,277.00
Contract Price after CO1 = $ 1,102,864.32
% Increase = -1.0%
Original Budget/Estimate = $ 1,114,277.00
% Increase = -1.0%

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY BUCKEYE EXCAVATING & CONSTRUCTION, INC. OF NORWALK, OHIO, FOR THE WEST MONROE STREET REHABILITATION PROJECT (CAMP STREET TO DECATUR STREET, PID NO. 118505); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the West Monroe Street Rehabilitation Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 024-22R, passed on April 25, 2022; and

WHEREAS, the City Commission approved a Professional Design Services Agreement with OHM Advisors of Cleveland, Ohio, for the West Monroe Street Rehabilitation Project (Camp Street to Decatur Street) by Ordinance No. 24-115, passed on June 10, 2024; and

WHEREAS, the West Monroe Street Rehabilitation Project consists of separating the combined sewer flowing down West Monroe Street, between Camp and Decatur Streets, adding almost 1450 feet of storm sewer, ranging in size from 12-30 inches, dedicated for carrying stormwater flows westward, ultimately ending in the 84 inch sewer at Camp Street and Barker Street, and additionally this project includes the resurfacing of roadway; and

WHEREAS, this City Commission declared it necessary for the City to proceed with the proposed West Monroe Street Rehabilitation Project by Resolution No. 045-25R, passed on November 10, 2025; and

WHEREAS, the City Commission approved the awarding of the contract to Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, for work to be performed for the West Monroe Street Rehabilitation Project by Ordinance No. 26-004, passed on January 12, 2026; and

WHEREAS, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor; and

WHEREAS, the original contract with Buckeye Excavating & Construction, Inc. of Norwalk, Ohio, was $1,114,277.00 and with the **deduction** of this First & Final Change Order in the amount of $11,412.68, the final contract cost is $1,102,284.32, of which $478,140.00 is being with Federal Highway Administration (FHWA) funds received through ODOT and the Erie County Metropolitan Planning Organization and the remaining balance of $624,724.32 is being paid with Capital Projects 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 finalize paperwork, close out the completed project to ensure

subcontractors will be paid for work already performed to comply with ODOT's "prompt payment" requirements, and allow the savings to be immediately released and reappropriated; 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 hereby authorized and directed to approve this First Change Order for work performed for the West Monroe Street Rehabilitation Project (PID No. 118505, and to **deduct** from the contract amount the sum of Eleven Thousand Four Hundred Twelve and 68/100 Dollars ($11,412.83) resulting in the final contract cost of One Million One Hundred Two Thousand Eight Hundred Sixty-Four and 32/100 Dollars ($1,102,864.32) with Buckeye Excavating & Construction, Inc. of Norwalk, Ohio.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

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: October 27, 2026

Subject: Commission Agenda Item – Change Order 1 & Final, decrease for ERI-Sandusky Bay Pathway (PID 116570) Project

Item for Consideration: Requesting legislation for approval of Change Order 1 & Final, a decrease to ERI-Sandusky Bay Pathway (PID 116570) project.

Strategic Plan Alignment: Category: Neighborhoods

Specific Goal(s): Invest in physical improvements that improve the residents' quality of life

Key Outcomes: Infrastructure Improvement, neighborhood connectivity

Background Information: Legislation passed on January 13, 2024, City Commission meeting awarding a contract to Mark Haynes Construction of Norwalk, Ohio (Ordinance 25-017). This portion of the Sandusky Bay Pathway project consisted of the construction of 1.2 miles of the pathway along the former Pier Track, including the installation of a multi-use path bridge over Pipe Creek extending from Cedar Point Drive to the Hemminger Ditch (rear of the Castaway Bay Parking lot) and all necessary storm sewer work along the pathway.

Construction commenced in spring 2025. The project subsequently experienced significant delays in bridge fabrication due to material availability constraints, production backlogs, and increased demand for American-made steel structures. The original completion date of November 1, 2025, was extended by 237 days to June 26, 2026, following coordination among ODOT, the contractor, and the City. The contractor met the revised completion date.

The final construction cost comes in as a decrease to the original contract price due to the difference between planned and actual quantities.

Budgetary Information: The original contract with Mark Haynes Construction was $4,995,449.00. Change Order 1 & Final is a decrease of $55,157.53, making the final cost of the project $4,940,291.47 being paid for fully with Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant program administered by the Ohio Department of Transportation (ODOT).

Action Requested: It is recommended that proper legislation be prepared approving Change Order 1 & Fina for the ERI-Sandusky Bay Pathway (PID 116570) project 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 finalize paperwork, close out the completed project, and allow the savings to be immediately released and reappropriated.

I concur with this recommendation:

_____	_____
John Orzech	Kenneth P. Frost
City Manager	Director

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

CITY OF SANDUSKY,OHIO
DEPARTMENT OF PUBLIC WORKS

Project: ERI-Sandusky Bay Pathway (PID 116570) Project
Construction Work Order No.: 1 & Final

CONTRACT: 3057
ORDINANCE NO. 25-017

Contractor: Mark Haynes Construction, Inc.
3130 State Route 18
Norwalk, Ohio 44857

STREET OR LOCATON OF WORK: Sandusky Bay Pathway construction extending from Cedar Point Drive to Hemminger Ditch.
Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
A.1	103E05000	1.00	1	0	LS	Premium For Contract Performance Bond	$ 38,048.85	$38,048.85	$ 38,048.85	$ -
9002	202E58100	0.00	1	1	EACH	CATCH BASIN REMOVED	$ 730.00	$0.00	$ 730.00	$ 730.00
9004	202E56001	0.00	1	1	LS	BUILDING DEMOLISHED, AS PER PLAN - Pool/Pump Building Demolition	$ 8,500.00	$0.00	$ 8,500.00	$ 8,500.00
9034	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - B.13	$ 411.25	$0.00	$ 411.25	$ 411.25
B.1	201E11001	2.80	2.8	0	AC	Clearing and Grubbing, As Per Plan	$ 6,000.00	$16,800.00	$ 16,800.00	$ -
B.2	201E21801	92.00	100	8	EACH	Tree Removed, 18", As Per Plan	$ 220.00	$20,240.00	$ 22,000.00	$ 1,760.00
B.3	201E23001	2.00	4	2	EACH	Tree Removed, 30", As Per Plan	$ 288.00	$576.00	$ 1,152.00	$ 576.00
B.4	201E26001	1.00	0	-1	EACH	Tree Removed, 60", As Per Plan	$ 1,800.00	$1,800.00	$ -	$ (1,800.00)
B.5	201E26501	1.00	1	0	EACH	Stump Removed, 18", As Per Plan	$ 240.00	$240.00	$ 240.00	$ -
B.6	202E23000	6,691.00	7193.48	502	SY	Pavement Removed	$ 5.65	$37,804.15	$ 40,643.16	$ 2,839.01
B.7	202E11000	1.00	1	0	LS	Structure Removed (Wall)	$ 6,300.00	$6,300.00	$ 6,300.00	$ -
B.8	202E11001	1.00	1	0	LS	Structure Removed, As Per Plan (Pool Area)	$ 18,900.00	$18,900.00	$ 18,900.00	$ -
B.9	202E75000	1,720.00	2249	529	FT	Fence Removed	$ 5.50	$9,460.00	$ 12,369.50	$ 2,909.50
B.10	202E32000	415.00	415	0	FT	Curb Removed	$ 7.60	$3,154.00	$ 3,154.00	$ -
B.11	202E34900	12.00	12	0	FT	Pipe Removed	$ 50.00	$600.00	$ 600.00	$ -
B.12	202E98100	8.00	6	-2	EACH	Bollard Removed	$ 90.00	$720.00	$ 540.00	$ (180.00)
B.13	202E98200	300.00	35	-265	FT	Removal, Misc: Pipe 6" to 24"	$ 11.75	$3,525.00	$ 411.25	$ (3,113.75)
B.14	202E98200	300.00	0	-300	FT	Removal, Misc: Pipe 4" and Under	$ 9.50	$2,850.00	$ -	$ (2,850.00)
B.15	690E98000	1.00	0	-1	EACH	Salvage and Reinstall Business Entrance Sign	$ 1,575.00	$1,575.00	$ -	$ (1,575.00)
B.16	690E98000	2.00	2	0	EACH	Salvage Business Entrance Sign and Turn Over to Owner	$ 862.00	$1,724.00	$ 1,724.00	$ -
B.17	690E98000	30.00	30	0	EACH	Parking Block Removed	$ 52.00	$1,560.00	$ 1,560.00	$ -
9007	301E56000	0.00	11.45	11	CY	ASPHALT CONCRETE BASE, PG64-22, (449)	$ 384.00	$0.00	$ 4,396.80	$ 4,396.80
9008	609E22000	0.00	45.96	46	FT	CURB, TYPE 3-B	$ 25.00	$0.00	$ 1,149.00	$ 1,149.00
9009	605E05101	0.00	1897	1,897	FT	4" SHALLOW PIPE UNDERDRAINS, AS PER PLAN	$ 26.08	$0.00	$ 49,473.76	$ 49,473.76
9023	608E10001	0.00	1901.25	1,901	SF	4" CONCRETE WALK, AS PER PLAN	$ 15.39	$0.00	$ 29,260.24	$ 29,260.24
9030	511E81300	0.00	1	1	EACH	CONCRETE, MISC.: HERON CREEK ENTRANCE DRIVE REMOVAL & REPLACEMENT	$ 25,597.77	$0.00	$ 25,597.77	$ 25,597.77
9031	990E20000	0.00	1	1	LS	FORCE ACCOUNT - PERVIOUS PAVERS REMOVAL & STONE REPLACEMENT	$ 7,298.12	$0.00	$ 7,298.12	$ 7,298.12
9035	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - C.21	$ 31,356.77	$0.00	$ 31,356.77	$ 31,356.77
9036	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - C.33	$ 2,334.23	$0.00	$ 2,334.23	$ 2,334.23
9037	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - C.34	$ 3,647.07	$0.00	$ 3,647.07	$ 3,647.07
C.1	203E10000	1,128.00	1128	0	CY	Excavation	$ 20.00	$22,560.00	$ 22,560.00	$ -
C.2	203E20000	1,276.00	1901.68	626	CY	Embankment	$ 19.00	$24,244.00	$ 36,131.92	$ 11,887.92
C.3	203E20001	222.00	222	0	CY	Embankment, As Per Plan	$ 19.00	$4,218.00	$ 4,218.00	$ -
C.4	690E98700	1,331.00	1064.04	-267	CY	Excavate and Replace	$ 73.00	$97,163.00	$ 77,674.92	$ (19,488.08)
C.5	204E10000	10,684.00	11139.3	455	SY	Subgrade Compaction	$ 1.50	$16,026.00	$ 16,708.98	$ 682.98
C.6	252E01500	3,240.00	3751.99	512	FT	Full Depth Pavement Sawing	$ 3.30	$10,692.00	$ 12,381.57	$ 1,689.57
C.7	304E20000	343.00	384.45	41	CY	Aggregate Base (T=4")	$ 92.00	$31,556.00	$ 35,369.40	$ 3,813.40
C.8	304E20000	629.00	769.23	140	CY	Aggregate Base (T=6")	$ 92.00	$57,868.00	$ 70,769.16	$ 12,901.16
C.9	304E20000	380.00	347.93	-32	CY	Aggregate Base (T=8")	$ 92.00	$34,960.00	$ 32,009.56	$ (2,950.44)
C.10	304E20000	126.00	126	0	CY	Aggregate Base (T=12")	$ 92.00	$11,592.00	$ 11,592.00	$ -
C.11	690E98700	32.00	32	0	CY	50/50 Mixture of 304 Aggregate & Topsoil	$ 140.00	$4,480.00	$ 4,480.00	$ -
C.12	407E10000	484.00	535.91	52	GAL	Tack Coat	$ 3.00	$1,452.00	$ 1,607.73	$ 155.73
C.13	4.23E+202	25.00	32.64	8	SY	Asphalt Sealant, Per 705.04, As Per Plan	$ 78.00	$1,950.00	$ 2,545.92	$ 595.92
C.14	441E70300	176.00	288.94	113	CY	Asphalt Concrete Intermediate Course, Type 2, (449), PG64-22 (T=2")	$ 312.00	$54,912.00	$ 90,149.28	$ 35,237.28
C.15	441E70300	209.00	231.91	23	CY	Asphalt Concrete Intermediate Course, Type 2, (449), PG64-22 (T=2.5")	$ 312.00	$65,208.00	$ 72,355.92	$ 7,147.92
C.16	441E70000	336.00	364.84	29	CY	Asphalt Concrete Surface Course, Type 1, (449), PG64-22 (T=1.5")	$ 400.00	$134,400.00	$ 145,936.00	$ 11,536.00
C.17	411E10001	75.00	93.35	18	CY	Stabilized Crushed Aggregate, As Per Plan	$ 170.00	$12,750.00	$ 15,869.50	$ 3,119.50
C.18	511E46610	2.00	0.63	-1	CY	Class Qc1 Concrete, Headwall	$ 1,920.00	$3,840.00	$ 1,209.60	$ (2,630.40)
C.19	517E74001	884.00	878.7	-5	FT	Timber Rail	$ 155.00	$137,020.00	$ 136,198.50	$ (821.50)
C.20	605E05101	5,549.00	0	-5,549	FT	Underdrains, As Per Plan	$ 17.50	$97,107.50	$ -	$ (97,107.50)
C.21	607E98000	2,145.00	1272.08	-873	FT	Fence, Misc.: Wood Screen Fence	$ 145.00	$311,025.00	$ 184,451.60	$ (126,573.40)
C.22A	607E98000	400.00	529	129	FT	Fence, Misc.: Construction Fence at Hemminger Ditch for Turtle Protection	$ 7.50	$3,000.00	$ 3,967.50	$ 967.50
C.22	607E98000	26.00	28.92	3	FT	Fence, Misc.: Ornamental Picket Fence	$ 426.00	$11,076.00	$ 12,319.92	$ 1,243.92
C.23	608E98000	5,007.00	4585.46	-422	SF	Concrete Pavement, Type A	$ 9.50	$47,566.50	$ 43,561.87	$ (4,004.63)

C.24	608E98000	824.00	966.49	142	SF	Concrete Pavement, Type B	$ 10.00	$8,240.00	$ 9,664.90	$ 1,424.90
C.25	608E98000	511.00	784.88	274	SF	Concrete Pavement, Type C	$ 11.00	$5,621.00	$ 8,633.68	$ 3,012.68
C.26	608E52001	954.00	1249.55	296	SF	Curb Ramp, As Per Plan	$ 18.50	$17,649.00	$ 23,116.68	$ 5,467.68
C.27	608E53021	301.00	322.42	21	SF	Detectable Warning, As Per Plan	$ 36.00	$10,836.00	$ 11,607.12	$ 771.12
C.28	608E98000	766.00	766	0	SF	Decorative Concrete, Type A	$ 17.00	$13,022.00	$ 13,022.00	$ -
C.29	608E98000	458.00	458	0	SF	Decorative Concrete, Type C	$ 21.00	$9,618.00	$ 9,618.00	$ -
C.30	608E98000	630.00	0	-630	SF	Precast Concrete Pavers	$ 45.00	$28,350.00	$ -	$ (28,350.00)
C.31	608E98000	353.00	353	0	SF	Concrete Band	$ 66.00	$23,298.00	$ 23,298.00	$ -
C.32	609E26000	2,193.00	2162.4	-31	FT	Curb, Type 6	$ 32.00	$70,176.00	$ 69,196.80	$ (979.20)
C.33	609E26001	348.00	230.2	-118	FT	Curb, Type 6, As Per Plan	$ 78.00	$27,144.00	$ 17,955.60	$ (9,188.40)
C.34A	690E21000	1.00	1	0	LS	Environmental, ODNR Approved Herpetologist	$ 12,000.00	$12,000.00	$ 12,000.00	$ -
C.34	609E98000	2,005.00	1494.7	-510	FT	Flush Curb	$ 30.50	$61,152.50	$ 45,588.35	$ (15,564.15)
C.35	690E98200	4,191.00	4221.25	30	SF	Pervious Pavers	$ 19.75	$82,772.25	$ 83,369.69	$ 597.44
C.36	690E98700	152.00	115.96	-36	CY	Granular Material, #2 Crushed Stone (T=12")	$ 86.00	$13,072.00	$ 9,972.56	$ (3,099.44)
C.37	690E98700	33.00	26.44	-7	CY	Granular Material, #2 Crushed Stone (T=15")	$ 86.00	$2,838.00	$ 2,273.84	$ (564.16)
C.38	690E98700	83.00	78.04	-5	CY	Granular Material, #2 Crushed Stone (T=16")	$ 86.00	$7,138.00	$ 6,711.44	$ (426.56)
C.39	690E98700	20.00	20	0	CY	Granular Material, #8 Crushed Stone	$ 142.00	$2,840.00	$ 2,840.00	$ -
C.40	690E98700	78.00	154.36	76	CY	Granular Material, #57 Crushed Stone	$ 92.00	$7,176.00	$ 14,201.12	$ 7,025.12
9003	990E20000	0.00	1	1	LS	FORCE ACCOUNT	$ 3,084.76	$0.00	$ 3,084.76	$ 3,084.76
9005	607E61201	0.00	1	1	EACH	GATE, TYPE CLT, AS PER PLAN	$ 3,045.00	$0.00	$ 3,045.00	$ 3,045.00
9006	607E98000	0.00	1176.22	1,176	FT	FENCE, MISC.: 6' Chain Link	$ 43.57	$0.00	$ 51,247.91	$ 51,247.91
9021	990E20000	0.00	1	1	LS	FORCE ACCOUNT	$ 7,904.56	$0.00	$ 7,904.56	$ 7,904.56
9022	990E20000	0.00	1	1	LS	FORCE ACCOUNT	$ 947.84	$0.00	$ 947.84	$ 947.84
9038	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - D.8	$ 640.00	$0.00	$ 640.00	$ 640.00
9039	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - D.9	$ 326.26	$0.00	$ 326.26	$ 326.26
D.1	611E98470	6.00	8	2	EACH	Catch Basin, No. 2-2B	$ 3,010.00	$18,060.00	$ 24,080.00	$ 6,020.00
D.2	611E98510	22.00	22	0	EACH	Catch Basin, No. 2-3	$ 3,326.00	$73,172.00	$ 73,172.00	$ -
D.3	611E99654	8.00	9	1	EACH	Manhole Adjusted To Grade	$ 2,100.00	$16,800.00	$ 18,900.00	$ 2,100.00
D.4	611E99645	7.00	0	-7	EACH	Manhole Cover To Be Replaced, As Per Plan	$ 324.00	$2,268.00	$ -	$ (2,268.00)
D.5	611E98690	2.00	0	-2	EACH	Catch Basin, Misc.: Reset Existing Catch Basin	$ 6,273.00	$12,546.00	$ -	$ (12,546.00)
D.6	611E98630	3.00	3	0	EACH	Catch Basin Adjusted to Grade	$ 1,870.00	$5,610.00	$ 5,610.00	$ -
D.7	611E98651	1.00	1	0	EACH	Catch Basin Frame and Grate, As Per Plan	$ 601.00	$601.00	$ 601.00	$ -
D.8	611E00400	300.00	32	-268	FT	4" Conduit, Type E, For Drainage Connection	$ 20.00	$6,000.00	$ 640.00	$ (5,360.00)
D.9	611E01400	300.00	14.83	-285	FT	6" Conduit, Type E, For Drainage Connection	$ 22.00	$6,600.00	$ 326.26	$ (6,273.74)
D.10	611E01800	725.00	655	-70	FT	8" Conduit, Type B	$ 49.00	$35,525.00	$ 32,095.00	$ (3,430.00)
D.11	611E02000	52.00	309	257	FT	8" Conduit, Type C	$ 47.00	$2,444.00	$ 14,523.00	$ 12,079.00
D.12	611E03100	270.00	383	113	FT	10" Conduit, Type B	$ 52.00	$14,040.00	$ 19,916.00	$ 5,876.00
D.13	611E03300	94.00	112	18	FT	10" Conduit, Type C	$ 50.00	$4,700.00	$ 5,600.00	$ 900.00
D.14	611E04400	560.00	550	-10	FT	12" Conduit, Type B	$ 56.00	$31,360.00	$ 30,800.00	$ (560.00)
D.15	611E05900	180.00	179	-1	FT	15" Conduit, Type B	$ 60.00	$10,800.00	$ 10,740.00	$ (60.00)
D.16	611E07401	38.00	38	0	FT	18" Conduit, Type B, As Per Plan	$ 757.00	$28,766.00	$ 28,766.00	$ -
D.17	611E97400	420.00	420	0	FT	Conduit, Misc.; 2" HDPE Forcemain	$ 32.00	$13,440.00	$ 13,440.00	$ -
D.18	611E99690	1.00	1	0	EACH	Connection to Existing Manhole, Complete	$ 3,166.00	$3,166.00	$ 3,166.00	$ -
D.19	690E98000	4.00	1	-3	EACH	Miscellaneous Utility Structure Adjusted to Grade	$ 3,056.00	$12,224.00	$ 3,056.00	$ (9,168.00)
D.20	690E98000	3.00	0	-3	EACH	Miscellaneous Utility Cover to be Replaced, As Per Plan	$ 300.00	$900.00	$ -	$ (900.00)
D.21	690E21000	2.00	2	0	LS	SPECIAL - Miscellaneous Utility Structure Relocated	$ 6,112.00	$12,224.00	$ 12,224.00	$ -
D.22	690E98000	1.00	0	-1	EACH	Catch Basin Relocated	$ 4,056.00	$4,056.00	$ -	$ (4,056.00)
D.23	690E98000	1.00	0	-1	EACH	Miscellaneous Utility Structure Removed	$ 3,056.00	$3,056.00	$ -	$ (3,056.00)
D.24	616E10000	50.00	50	0	MGAL	Water	$ 20.00	$1,000.00	$ 1,000.00	$ -
D.25	619E16010	12.00	0	-12	MNTH	Field Office, Type B	$ 850.00	$10,200.00	$ -	$ (10,200.00)
D.26	638E10800	4.00	2	-2	EACH	Valve Box Adjusted to Grade	$ 380.00	$1,520.00	$ 760.00	$ (760.00)
D.27	638E98000	4.00	0	-4	EACH	Valve Box Lid to be Replaced, As Per Plan	$ 120.00	$480.00	$ -	$ (480.00)
D.28	638E10500	2.00	1	-1	EACH	Fire Hydrant Removed And Reset	$ 6,193.00	$12,386.00	$ 6,193.00	$ (6,193.00)
D.29	638E10300	3.00	3	0	EACH	Fire Hydrant Extended and Adjusted to Grade	$ 7,850.00	$23,550.00	$ 23,550.00	$ -
D.30	638E98000	1.00	1	0	EACH	8" Plug	$ 200.00	$200.00	$ 200.00	$ -
D.31	638E01301	235.00	247	12	FT	8" Water Main Ductile Iron Pipe Ansi Class 52, Mechanical Joints And Fittings, As Per Plan, Including Trench and Backfill	$ 120.00	$28,200.00	$ 29,640.00	$ 1,440.00
D.32	638E98000	1.00	2	1	EACH	Water Meter Adjusted to Grade	$ 750.00	$750.00	$ 1,500.00	$ 750.00
D.33	638E07900	1.00	1	0	EACH	8" Gate Valve And Valve Box	$ 7,800.00	$7,800.00	$ 7,800.00	$ -
D.35	638E98000	2.00	0	-2	EACH	Water Work, Misc.:	$ 3,056.00	$6,112.00	$ -	$ (6,112.00)
D.36	638E98000	1.00	1	0	EACH	Connection to Existing Waterline, Complete	$ 6,895.00	$6,895.00	$ 6,895.00	$ -
D.37	638E98000	1.00	3	2	EACH	Hydrant, Type A	$ 11,384.00	$11,384.00	$ 34,152.00	$ 22,768.00
9000	625E25409	0.00	6338	6,338	FT	CONDUIT, 2", 725.051, AS PER PLAN	$ 15.44	$0.00	$ 97,858.72	$ 97,858.72
9001	625E30530	0.00	32	32	EACH	PULL BOX, 725.06, SIZE 18	$ 970.00	$0.00	$ 31,040.00	$ 31,040.00
9020	625E98000	0.00	2	2	EACH	LIGHTING, MISC.: Light Pole Replacement	$ 15,487.00	$0.00	$ 30,974.00	$ 30,974.00
E.1	625E75400	2.00	2	0	EACH	Light Pole Removed	$ 420.00	$840.00	$ 840.00	$ -
E.2	625E60010	3.00	3	0	EACH	Light Pole Removed for Reerection	$ 425.00	$1,275.00	$ 1,275.00	$ -
E.3	625E35000	3.00	1	-2	EACH	Reerect Existing Light Pole	$ 1,080.00	$3,240.00	$ 1,080.00	$ (2,160.00)
E.4	625E25301	5,884.00	0	-5,884	FT	Conduit, 1-1/2", 725.04, As Per Plan	$ 18.00	$105,912.00	$ -	$ (105,912.00)
E.5	625E29002	5,884.00	6338	454	FT	Trench, 24" Deep	$ 13.00	$76,492.00	$ 82,394.00	$ 5,902.00
E.6	625E36010	5,884.00	5902	18	FT	Underground Warning/Marking Tape	$ 4.00	$23,536.00	$ 23,608.00	$ 72.00
E.7	625E30700	42.00	0	-42	EACH	Pull Box, 725.08, 18"	$ 1,260.00	$52,920.00	$ -	$ (52,920.00)

F.1	620E60000	10.00	15	5	EACH	Delineator, Post Surface Mounted	$	100.00	$1,000.00	$	1,500.00	$	500.00
F.2	630E85100	13.00	11.5	-2	EACH	Removal of Ground Mounted Sign and Reerection	$	76.00	$988.00	$	874.00	$	(114.00)
F.3	630E03100	574.00	723.6	150	FT	Ground Mounted Support, No. 3 Post, As Per Plan	$	21.75	$12,484.50	$	15,738.30	$	3,253.80
F.4	630E81100	212.00	232.63	21	SF	Sign Erected, Flat Sheet	$	25.50	$5,406.00	$	5,932.07	$	526.07
F.5	630E97700	2.00	2	0	EACH	Signing, Misc.: Wayfinding Sign, A Kiosk	$	11,400.00	$22,800.00	$	22,800.00	$	-
F.6	630E97700	1.00	1	0	EACH	Signing, Misc.: Wayfinding Sign, B-1 Place Marker	$	5,400.00	$5,400.00	$	5,400.00	$	-
F.7	630E97700	1.00	1	0	EACH	Signing, Misc.: Wayfinding Sign, B-2 Place Marker	$	5,400.00	$5,400.00	$	5,400.00	$	-
F.8	630E97700	3.00	2	-1	EACH	Signing, Misc.: Wayfinding Sign, C-1 Directional	$	7,200.00	$21,600.00	$	14,400.00	$	(7,200.00)
F.9	630E97700	3.00	4	1	EACH	Signing, Misc.: Wayfinding Sign, C-2 Trail Directional	$	5,400.00	$16,200.00	$	21,600.00	$	5,400.00
F.10	630E97700	5.00	0	-5	EACH	Signing, Misc.: Wayfinding Sign, E-1 Mile Marker	$	4,687.00	$23,435.00	$	-	$	(23,435.00)
F.11	630E97700	10.00	10	0	EACH	Signing, Misc.: Wayfinding Sign, H-1 Single Banner	$	1,560.00	$15,600.00	$	15,600.00	$	-
F.12	630E97700	5.00	5	0	EACH	Signing, Misc.: Wayfinding Sign, H-2 Grouped Banner	$	2,205.00	$11,025.00	$	11,025.00	$	-
9010	6.44E+102	0.00	0.3	0	MILE	EDGE LINE, 4"	$	7,700.00	$0.00	$	2,310.00	$	2,310.00
9011	6.44E+302	0.00	0.01	0	MILE	CENTER LINE	$	28,750.00	$0.00	$	287.50	$	287.50
9012	644E01630	0.00	0	0	EACH	BIKE LANE SYMBOL MARKING	$	488.00	$0.00	$	-	$	-
9016	642E50020	0.00	26.2	26	FT	PAVEMENT MARKING, MISC.: Crosswalk	$	13.00	$0.00	$	340.60	$	340.60
9017	642E50020	0.00	388.7	389	FT	PAVEMENT MARKING, MISC.: Crosswalk on Sandusky Bay Pathway	$	13.00	$0.00	$	5,053.10	$	5,053.10
9025	642E01200	0.00	790	790	FT	PARKING LOT STALL MARKING, TYPE 1	$	2.16	$0.00	$	1,706.40	$	1,706.40
9026	642E01703	0.00	8	8	EACH	HANDICAP SYMBOL MARKING, TYPE 1, AS PER PLAN	$	162.00	$0.00	$	1,296.00	$	1,296.00
9027	642E50010	0.00	1	1	EACH	PAVEMENT MARKING, MISC.: WORD ON PAVEMENT, 24"	$	216.00	$0.00	$	216.00	$	216.00
9028	642E01300	0.00	1	1	EACH	LANE ARROW, TYPE 1	$	108.00	$0.00	$	108.00	$	108.00
9029	642E00500	0.00	24	24	FT	STOP LINE, TYPE 1	$	6.48	$0.00	$	155.52	$	155.52
9040	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - G.6	$	113.73	$0.00	$	113.73	$	113.73
9041	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - G.7	$	864.00	$0.00	$	864.00	$	864.00
9042	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - G.8	$	366.18	$0.00	$	366.18	$	366.18
G.1	642E30000	782.00	895	113	SF	Removal of Pavement Marking	$	6.00	$4,692.00	$	5,370.00	$	678.00
G.2	644E01200	133.00	0	-133	FT	Parking Lot Stall Marking, Type 1	$	3.50	$465.50	$	-	$	(465.50)
G.3	644E01601	6.00	0	-6	EACH	Handicap Symbol Marking, As Per Plan, (includes access aisle)	$	360.00	$2,160.00	$	-	$	(2,160.00)
G.4	644E50100	1.00	0	-1	EACH	Word on Pavement, 24"	$	480.00	$480.00	$	-	$	(480.00)
G.5	644E01300	1.00	0	-1	EACH	Lane Arrow	$	240.00	$240.00	$	-	$	(240.00)
G.6	644E00500	53.00	27.47	-26	FT	Stop Line, 24" White	$	18.00	$954.00	$	494.46	$	(459.54)
G.7	644E50300	322.00	48	-274	FT	Pavement Marking, Misc.: Crosswalk	$	18.00	$5,796.00	$	864.00	$	(4,932.00)
G.8	644E50300	134.00	51	-83	FT	Pavement Marking, Misc.: Crosswalk on Sandusky Bay Pathway	$	18.00	$2,412.00	$	918.00	$	(1,494.00)
G.9	690E98100	395.00	0	-395	FT	Pavement Marking, As Per Plan	$	18.00	$7,110.00	$	-	$	(7,110.00)
G.10	6.42E+97	2.20	2.056	0	MI	Trail Edge Line, As Per Plan	$	950.00	$2,090.00	$	1,953.20	$	(136.80)
9013	690E98000	0.00	2	2	EACH	SPECIAL - Metal Bench	$	4,428.00	$0.00	$	8,856.00	$	8,856.00
9014	690E98000	0.00	1	1	EACH	SPECIAL - Trash Receptacle	$	1,276.00	$0.00	$	1,276.00	$	1,276.00
H.1	690E98000	2.00	0	-2	EACH	Metal Bench	$	3,907.00	$7,814.00	$	-	$	(7,814.00)
H.2	690E98000	2.00	0	-2	EACH	Backless Wood Bench on Block	$	7,931.00	$15,862.00	$	-	$	(15,862.00)
H.3	690E21000	1.00	1	0	LS	Salvage and Reinstall Dumpster Enclosure	$	3,150.00	$3,150.00	$	3,150.00	$	-
H.4	690E98000	1.00	0	-1	EACH	Trash Receptacle	$	1,590.00	$1,590.00	$	-	$	(1,590.00)
9018	661E99940	0.00	1	1	LS	PLANTING, MISC.: Planting Trees, Shrubs, and Perennials Between STA. 140+70 and 145+44	$	48,318.00	$0.00	$	48,318.00	$	48,318.00
9024	654E11000	0.00	0.52	1	TON	COMMERCIAL FERTILIZER	$	1,136.88	$0.00	$	591.18	$	591.18
9043	990E24700	0.00	1	1	LS	104.02 ADJUSTMENT - I.20	$	547.20	$0.00	$	547.20	$	547.20
I.1	651E10000	2,128.00	2128	0	CY	Topsoil Stockpiled	$	11.75	$25,004.00	$	25,004.00	$	-
I.2	652E10000	892.00	960.22	68	CY	Placing Stockpiled Topsoil	$	16.00	$14,272.00	$	15,363.52	$	1,091.52
I.3	659E00500	4,709.00	11522.7	6,814	SY	Seeding and Mulching, Class 1	$	3.00	$14,127.00	$	34,568.04	$	20,441.04
I.4	690E98100	3,093.00	0	-3,093	FT	Root Pruning	$	2.50	$7,732.50	$	-	$	(7,732.50)
I.5	661E00500	10.00	11	1	CY	Mulch	$	245.00	$2,450.00	$	2,695.00	$	245.00
I.6	661E40020	4.00	4	0	EACH	Deciduous Tree: Amelanchier x grandiflora 'Autumn Brilliance', Clump, 6' Ht., B&B	$	820.00	$3,280.00	$	3,280.00	$	-
I.7	661E14001	26.00	0	-26	EACH	Perennials: Asclepias incarnata, Deep Plug	$	11.00	$286.00	$	-	$	(286.00)
I.8	661E14001	27.00	0	-27	EACH	Perennials: Hemerocallis 'Happy Returns', Deep Plug	$	11.00	$297.00	$	-	$	(297.00)
I.9	661E14001	49.00	66	17	EACH	Perennials: Hemerocallis 'Happy Returns', #1 Container	$	50.00	$2,450.00	$	3,300.00	$	850.00
I.10	661E14001	440.00	0	-440	EACH	Perennials: Sporobolus heterolepsis, Deep Plug	$	11.00	$4,840.00	$	-	$	(4,840.00)
I.11	661E14001	33.00	0	-33	EACH	Perennials: Penstemon digitalis, Deep Plug	$	11.00	$363.00	$	-	$	(363.00)
I.12	661E14001	25.00	0	-25	EACH	Perennials: Liatris spicata, Deep Plug	$	11.00	$275.00	$	-	$	(275.00)
I.13	661E14001	47.00	50	3	EACH	Perennials: Schizachyrium scoparium, #2 Container	$	45.00	$2,115.00	$	2,250.00	$	135.00
I.14	661E99940	1.00	0	-1	LS	Planting, Misc.: Planting Trees, Shrubs, and Perennials Between STA. 140+70 and 145+44	$	49,000.00	$49,000.00	$	-	$	(49,000.00)
I.15	661E40120	1.00	1	0	EACH	Deciduous Tree: Acer rubrum, 3" Caliper, B&B	$	867.00	$867.00	$	867.00	$	-

I.16	661E40080	1.00	1	0	EACH	Deciduous Tree: Cercis canadensis, 2" Caliper, B&B	$	912.00	$912.00	$ 912.00	$ -
I.17	661E20041	23.00	23	0	EACH	Deciduous Shrub: Clethra alnifolia 'Ruby Spice', 24", #5 Container	$	113.00	$2,599.00	$ 2,599.00	$ -
I.18	661E20041	12.00	9	-3	EACH	Deciduous Shrub: Viburnum opulus 'Nanum', 15", B&B	$	78.00	$936.00	$ 702.00	$ (234.00)
I.19	680E12500	300.00	0	-300	FT	Tree Protection	$	7.65	$2,295.00	$ -	$ (2,295.00)
I.20	690E98700	55.00	32	-23	CY	Planting Soil Mix	$	95.00	$5,225.00	$ 3,040.00	$ (2,185.00)
I.21	690E50500	16.00	14	-2	EACH	Concrete Parking Block	$	88.00	$1,408.00	$ 1,232.00	$ (176.00)
I.22	832E15000	1.00	1	0	LS	Storm Water Pollution Prevention Plan	$	2,310.00	$2,310.00	$ 2,310.00	$ -
I.23	832E15002	1.00	1	0	LS	Storm Water Pollution Prevention Inspections	$	21,584.00	$21,584.00	$ 21,584.00	$ -
I.24	832E15010	1.00	1	0	LS	Storm Water Pollution Prevention Inspection Software	$	18,360.00	$18,360.00	$ 18,360.00	$ -
I.25	832E30000	115,000.00	54555.8	-60,444	EACH	Erosion Control	$	1.00	$115,000.00	$ 54,555.76	$ (60,444.24)
9019	503E11101	0.00	1	1	LS	COFFERDAMS AND EXCAVATION BRACING, AS PER PLAN	$	24,225.50	$0.00	$ 24,225.50	$ 24,225.50
J.1	203E10000	2,600.00	2600	0	CY	Excavation	$	20.00	$52,000.00	$ 52,000.00	$ -
J.2	203E20000	2,600.00	2600	0	CY	Embankment	$	20.00	$52,000.00	$ 52,000.00	$ -
J.3	601E28000	20.00	160.26	140	CY	Rock Channel Protection, Type C with Geotextile Fabric, As Per Plan	$	135.00	$2,700.00	$ 21,635.10	$ 18,935.10
J.4	601E32205	15.00	15	0	CY	Dumped Rock Fill, Type D	$	115.00	$1,725.00	$ 1,725.00	$ -
J.5	503E11101	1.00	0	-1	LS	Cofferdams and Excavation Bracing, As Per Plan	$	48,451.00	$48,451.00	$ -	$ (48,451.00)
J.6	503E21100	75.00	75	0	CY	Unclassified Excavation	$	89.00	$6,675.00	$ 6,675.00	$ -
J.7	505E11100	1.00	1	0	LS	Pile Driving Equipment Mobilization	$	42,600.00	$42,600.00	$ 42,600.00	$ -
J.8	5.07E+152	250.00	246.75	-3	FT	Steel Piles HP10X42, Driven	$	25.00	$6,250.00	$ 6,168.75	$ (81.25)
J.9	5.07E+102	300.00	400	100	FT	Steel Piles HP10X42, Furnished	$	42.00	$12,600.00	$ 16,800.00	$ 4,200.00
J.10	509E10000	11,408.00	11328.7	-79	LB	Epoxy Coated Steel Reinforcement	$	3.00	$34,224.00	$ 33,985.98	$ (238.02)
J.11	511E34444	30.00	24.79	-5	CY	Class QC2 Concrete, Bridge Deck	$	980.00	$29,400.00	$ 24,294.20	$ (5,105.80)
J.12	511E43510	61.00	61	0	CY	Class QC1 Concrete, Abutment Including Footing	$	1,190.00	$72,590.00	$ 72,590.00	$ -
J.13	512E10101	61.00	61	0	SY	Sealing of Concrete Surfaces (Epoxy Urethane)	$	54.00	$3,294.00	$ 3,294.00	$ -
J.14	516E13600	56.00	5	-51	SF	1" Preformed Expansion Joint Filler	$	25.00	$1,400.00	$ 125.00	$ (1,275.00)
J.15	516E10501	28.00	28	0	FT	Structural Expansion Joint Including Elastomeric Compression Seal, As Per Plan	$	790.00	$22,120.00	$ 22,120.00	$ -
J.16	518E21200	28.00	27.18	-1	CY	Porous Backfill With Geotextile Fabric	$	180.00	$5,040.00	$ 4,892.40	$ (147.60)
J.17	690E21000	1.00	1	0	LS	Structure - Prefabricated Steel Superstructure	$	327,268.00	$327,268.00	$ 327,268.00	$ -
J.18	690E98100	3,480.00	4742	1,262	FT	Wick Drain	$	11.50	$40,020.00	$ 54,533.00	$ 14,513.00
J.19	690E98000	4.00	4	0	EACH	Settlement Platform	$	1,390.00	$5,560.00	$ 5,560.00	$ -
J.20	613E41251	1,646.00	1646	0	CY	Low Strength Mortar Backfill (Type 1), As Per Plan	$	200.00	$329,200.00	$ 329,200.00	$ -
J.21	840E20000	5,975.00	6230.75	256	SF	Mechanically Stabilized Earth Wall	$	55.55	$331,911.25	$ 346,118.16	$ 14,206.91
J.22	840E21000	1,068.00	1068	0	CY	Wall Excavation	$	26.00	$27,768.00	$ 27,768.00	$ -
J.23	840E22001	850.00	837.22	-13	SY	Foundation Preparation, As Per Plan	$	41.75	$35,487.50	$ 34,953.94	$ (533.57)
J.24	840E25010	790.00	828.5	39	FT	6" Drainage Pipe, Perforated	$	37.00	$29,230.00	$ 30,654.50	$ 1,424.50
J.25	840E25020	30.00	96.5	67	FT	6" Drainage Pipe, Non-Perforated	$	45.00	$1,350.00	$ 4,342.50	$ 2,992.50
J.26	840E26000	762.00	756.5	-6	FT	Concrete Coping	$	150.00	$114,300.00	$ 113,475.00	$ (825.00)
J.27	840E26050	5,975.00	6230.75	256	SF	Aesthetic Surface Treatment	$	10.00	$59,750.00	$ 62,307.50	$ 2,557.50
J.28	840E27000	2.00	0	-2	DAY	On-Site Assistance	$	2,640.00	$5,280.00	$ -	$ (5,280.00)
J.29	840E28000	1.00	0	-1	EACH	SGB Inspection and Compaction Testing	$	2,400.00	$2,400.00	$ -	$ (2,400.00)
J.30	625E33000	1.00	1	0	EACH	Structure Grounding System	$	6,940.00	$6,940.00	$ 6,940.00	$ -
9032	624E10001	0.00	1	1	LS	MOBILIZATION, AS PER PLAN	$	8,000.00	$0.00	$ 8,000.00	$ 8,000.00
9033	690E21000	0.00	1	1	LS	SPECIAL - MATERIAL TESTING & INSPECTION (PIPE CREEK BRIDGE ALLOWANCE)	$	20,439.47	$0.00	$ 20,439.47	$ 20,439.47
K.1	614E11000	1.00	1	0	LS	Maintaining Traffic	$	18,778.00	$18,778.00	$ 18,778.00	$ -
K.2	623E10000	1.00	1	0	LS	Construction Layout Stakes and Surveying	$	21,200.00	$21,200.00	$ 21,200.00	$ -
K.3	624E10000	1.00	1	0	LS	Mobilization	$	108,860.00	$108,860.00	$ 108,860.00	$ -
K.4	690E98400	1.00	1	0	LS	Special - Pre-Construction Videography	$	1,800.00	$1,800.00	$ 1,800.00	$ -
K.5	690E21000	1.00	0	-1	LS	Material Testing & Inspection (Pipe Creek Bridge Allowance)	$	30,000.00	$30,000.00	$ -	$ (30,000.00)
9015	690E98000	0.00	1	1	EACH	SPECIAL - Storm Sewer Design and Replacement, As Per Plan	$	144,983.00	$0.00	$ 144,983.00	$ 144,983.00
L.1	690E98000	1.00	0	-1	EACH	Storm Sewer Design and Replacement, As Per Plan	$	152,600.00	$152,600.00	$ -	$ (152,600.00)
M.1	608E15001	0.00	630	630	SF	8" CONCRETE WALK, AS PER PLAN	$	29.50	$0.00	$ 18,585.00	$ 18,585.00
	The project subsequently experienced significant delays in bridge fabrication due to material availability constraints, production backlogs, and increased demand for American-made steel structures. The original completion date of November 1, 2025, was extended by 237 days to June 26, 2026, following coordination among ODOT, the contractor, and the City. The contractor met the revised completion date.										

Explanation: Change order & Contingency reflects work performed in the field.

Total Difference $ (55,157.53)

Original Contract Price = $ 4,995,449.00
Contract Price after CO1 = $ 4,940,291.47
% Increase = -1.1%
Original Budget/Estimate = $ 4,995,449.00
% Increase = -1.1%

Accepted: _____ Date: _____, 2026
Contractor

Accepted: _____ Date: _____, 2026
Project Manager

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY MARK HAYNES CONSTRUCTION, INC. OF NORWALK, OHIO, FOR THE ERI SANDUSKY BAY PATHWAY PROJECT (HEMMINGER DITCH TO CEDAR POINT DRIVE); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, City Staff had been working with the Ohio Department of Transportation (ODOT), Erie County Commissioners, Erie Regional Planning Commission (ERPC), the City of Huron, Huron Township, Perkins Township, and Norfolk Southern to develop a multi-jurisdictional transportation, bicycle and pedestrian project for submittal for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding from the Federal government; and

WHEREAS, the City Commission adopted Preliminary Legislation submitted by the Director of the Ohio Department of Transportation for the Sandusky / US 6 RAISE Grant application, PID No. 116570, by Resolution No. 019-22R, passed on March 28, 2022; and

WHEREAS, the City Commission adopted Consent Legislation submitted by the Director of the Ohio Department of Transportation (ODOT) for the ERI US 6 Connectivity Corridor Project, PID No. 116570, which included a portion of the Sandusky Bay Pathway by Resolution No. 027-24R, passed on June 10, 2024; and

WHEREAS, the ERI Sandusky Bay Pathway Project, PID No. 116570, involved the construction of the portion of the Sandusky Bay Pathway, included in The Landing Project, and located between Cedar Point Drive and Hemminger Ditch, which is approximately 1.2 miles of the Sandusky Bay Pathway along the former Pier Track and includes the bridge over Pipe Creek and includes Alternate Bid 1 for storm sewer and drainage work; and

WHEREAS, this City Commission declared the necessity to proceed with the ERI Sandusky Bay Pathway Project (Hemminger Ditch to Cedar Point Drive) by Resolution No. 046-24R, passed on October 28, 2024; and

WHEREAS, the City Commission approved the awarding of the contract to Mark Haynes Construction, Inc. of Norwalk, Ohio, for work to be performed for the ERI Sandusky Bay Pathway Project (Hemminger Ditch to Cedar Point Drive) by Ordinance No. 25-017, passed on January 13, 2025; and

WHEREAS, this First & Final Change Order reflects the actual work performed and the actual quantities used in the field by the contractor and includes an extension of the completion date from November 1, 2025, to June 26, 2026, due to significant delays in bridge fabrication due to material availability

constraints, production backlogs, and increased demand for American-made steel structures; and

WHEREAS, the original contract with Mark Haynes Construction, Inc. of Norwalk, Ohio, was $4,995,449.00 and with the **deduction** of this First & Final Change Order in the amount of $55,157.53, the final contract cost is $4,940,291.47, and is being paid with funds through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program; 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 finalize paperwork, close out the completed project, and allow the savings to be immediately released and reappropriated; 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 hereby authorized and directed to approve this First Change Order for work performed for the ERI Sandusky Bay Pathway Project (Hemminger Ditch to Cedar Point Drive), PID No. 116570, and to **deduct** from the contract amount the sum of Fifty-Five Thousand One Hundred Fifty-Seven and 53/100 Dollars ($55,157.53) resulting in the final contract cost of Four Million Nine Hundred Forty Thousand Two Hundred Ninety-One and 47/100 Dollars ($4,940,291.47) with Mark Haynes Construction, Inc. of Norwalk, Ohio, and to extend the completion date from November 1, 2025, to June 26, 2026.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: October 28, 2026

SUBJECT: **Commission Agenda Item – Authorizing Resolution for SFY 2028 ODOT Funding Application**

ITEM FOR CONSIDERATION: Request for a Resolution of Authorization to file an application with the Ohio Department of Transportation (ODOT) for 2028 funding sources and upon approval for the City Manager to execute all grants or agreements as awarded.

Strategic Plan Alignment: Category: Municipal Services, Division of Transit

Specific Goal(s): Grant pursuit.

Key Outcomes: To obtain overarching funding sources that increase the sustainability and viability of the Sandusky Transit System.

BACKGROUND INFORMATION: The Small Urban Transit Program, authorized by the Federal Transit Administration, 49 USC Section 5307, provides funds to assist with operating and capital expenses in the provision of general public transportation services in urban and rural areas.

The Ohio Department of Transportation is the designated recipient of Federal Transit Administration funds and State General Revenue funds. To receive these funds, Small Urban Transit Grantees are required to apply by submitting an operating budget, including local funds to match the federal funds allocated, basic system information, and certifications and assurances to meet federal compliance and state regulation requirements.

The City will be applying for various projects to be considered for funding on the SFY 2028 ODOT application. Those projects include vehicle replacement, electronic passenger counters and STS uniforms for employees. ODOT will determine the program funding best suited for winning projects and state awarded funds would be distributed from programs like the Ohio Transit Partnership Program (OPT2), Ohio Workforce Mobility Program (OWMP), 5339 Bus and Bus Facilities Funds, or State General Revenue Funds (GRF).

BUDGET IMPACT: There is no budget impact to apply for these projects. If awarded, projects would require a 20 – 50% local match. The match would be paid with General Transit Funds.

ACTION REQUESTED: A resolution authorizing the filing of an application with the Ohio Department of Transportation for the SFY 2028 funding sources and upon approval for the City Manager to execute all grants or agreements as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter so the application may be submitted by November 13, 2026.

James A. Stacey III,

Transit Administrator

_____

I concur with this recommendation:

John Orzech,	Colleen Gilson,
City Manager	Director of Community Development

cc: Cathy Myers: Clerk of the City Commission, Michelle Reeder: Finance Director,

Stewart Hastings: Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR FINANCIAL ASSISTANCE THROUGH VARIOUS PROGRAMS WITHIN THE SFY 2028 APPLICATION PROCESS FOR U.S. DEPARTMENT OF TRANSPORTATION (USDOT) FEDERAL TRANSIT ADMINISTRATION (FTA) AND STATE OF OHIO FUNDING FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Director of the Ohio Department of Transportation (ODOT) is authorized to make grants for the US DOT Federal Transit Administration (FTA) funds and the State of Ohio; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program if applicable; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, the City will be applying for financial assistance for various projects through various programs within the SFY 2028 ODOT application process and may include, but is not limited to, vehicle replacement, electronic passenger counters and STS uniforms for employees; and

WHEREAS, ODOT will determine the program funding best suited for winning projects and State awarded funds would be distributed from such programs as: the Ohio Transit Partnership Program (OPT2), Ohio Workforce Mobility Program (OWMP), 5339 Bus and Bus Facilities Funds, and State General Revenue Funds (GRF); and

WHEREAS, applications are submitted annually, scored, and awarded by ODOT Office of Transit based on application scores and if awarded, any required local matching funds will be paid with Transit Funds; 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 submit the grant application to the Ohio Department of Transportation for grant funding by the deadline of November 13, 2026; 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 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 **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 City Manager is hereby authorized to execute and file an application on behalf of the City of Sandusky with the Ohio Department of Transportation for financial assistance through various programs within the SFY 2028 application process pursuant to USDOT Federal Transit Laws and State of Ohio laws to aid in the financing of capital, operating, and planning assistance projects for the Sandusky Transit System and to accept funds, execute any contracts or agreements on behalf of the City, and lawfully expend funds should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application proposals to aid in the financing of capital and operating assistance projects and any assurances or any other documentation required by the USDOT effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration and to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

Section 4. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for financial assistance from the Ohio Department of Transportation.

Section 5. 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 6. 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 7. 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

Department of Community Development

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5715
www.cityofsandusky.com

To: John Orzech, City Manager

From: James A. Stacey III, Transit Administrator

Date: October 28, 2026

Subject: Commission Agenda Item – PERMISSION TO DISPOSE OF A VEHICLE NO LONGER IN SERVICE WITH THE SANDUSKY TRANSIT SYSTEM

Item for Consideration: It is requested that the City Commission authorize legislation to dispose of an STS vehicle, pursuant to Section 25 of the City Charter.

Strategic Plan Alignment: Municipal Services, Division of Transit.

Specific Goal(s): Focus on daily interactions and impact.

Key Outcomes: Keeping STS vehicles in a state of good repair.

Background Information: The vehicle listed below has been determined by ODOT Guidelines and the Transit Administrator to be beyond its useful life or of no use to the City and recommend that the vehicle be declared obsolete, unnecessary and unfit for City use. The bus will be listed on GovDeals and either purchased or properly discarded if not sold and the proceeds will provide Non-Transportation Revenue to the Sandusky Transit System.

2017 Ford E350 Light-Duty Bus, 285,869, VIN - 1FDEE3FS3HDC70874
This vehicle was purchased and went into service in 2017 for the operation of public transportation. This bus is past its useful life expectancy and was removed from service November 2025.

Budgetary Information: Proceeds from the selling of this item will go to the Small Urban 5307 Transit Operating Fund as Non-Transportation Revenue, which will be matching funds for the Federal Transit Grant.

Action Requested: It is requested the attached legislation be approved authorizing the selling of the vehicle listed above. It is further requested this legislation take immediate effect in full

accordance with Section 14 of the City Charter in order to allow for the vehicle to be placed on the internet for auction at the earliest opportunity and continue with good housekeeping practices. Replacement STS vehicles have been ordered and delivered, parking space is limited, and STS operations cannot accommodate any further vehicles on site.

I concur with this recommendation:

John Orzech	Colleen Gilson
City Manager	Director of Community Development

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF ONE (1) TRANSIT VEHICLE AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the Sandusky Transit System had used a 2017 Ford E350 Light-Duty Bus, VIN 1FDEE3FS3HDC70874, with 285, 869 miles, that has been determined by the Transit Administrator, based upon guidelines from the Ohio Department of Transportation, to be beyond its useful life and of no use to the City and it is being recommended that this transit vehicle be declared obsolete, unnecessary, and unfit for City use, and it is requested the transit vehicle be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities, or properly discarded if not sold; and

WHEREAS, any proceeds from the sale of this transit vehicle will be placed into the Small Urban 5307 Transit Operating Fund as non-transportation revenue and used as matching funds for the Federal Transit Grant; 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 for the bus that is no longer in service to be placed on the internet for auction at the earliest opportunity to continue with good housekeeping practices, and due to replacement vehicles being delivered, parking space is limited and transit operations cannot accommodate any further vehicles on site; 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. This City Commission finds and determines that the 2017 Ford E350 Light-Duty Bus, VIN 1FDEE3FS3HDC70874, used by the Sandusky Transit System described in the preamble above has become obsolete and 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 transit vehicle no longer needed for City purposes through internet auction, public auction, by sale process or properly discarded if not sold, with the proceeds from any sale of the vehicle to be placed into the Small Urban 5307 Transit Operating Fund.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: October 28, 2026

Subject: Commission Agenda Item - Permission to dispose of unneeded item

ITEM FOR CONSIDERATION: Legislation to dispose of the items listed below, pursuant to Section 25 of the City Charter.

Strategic Plan Alignment: Municipal Services
Specific Goal(s): Removal of unneeded/unusable equipment
Key Outcomes: Optimal use of space and management of functional equipment

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman that the item listed below is beyond their useful life and of no use to the City and that the items should be declared obsolete, unnecessary, and unfit for City use. It is requested that the items be sold on GovDeals, an internet auction site for government entities.

1970 Carryall Trailer: Model 15std class G Serial No. 15S7063. This equipment was predominantly used for transporting street maintenance equipment from shop to the jobsite.

BUDGETARY INFORMATION: Proceeds from this sale will be deposited into the Streets Fund.

ACTION REQUESTED: It is requested that proper legislation approved authorizing the disposal of items listed above. It is further requested this legislation be passed in accordance with Section 13 of the City Charter.

I concur with this recommendation:

_____
John Orzech
City Manager

_____
Kenneth P. Frost
Director

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF A 1970 CARRYALL TRAILER AS HAVING BECOME UNNECESSARY AND/OR UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, it has been determined by the Fleet Maintenance Chief Foreman that a 1970 Carryall Trailer, Model 15std class G Serial No. 15S7063, is beyond its useful life and of no use to the City and is recommending the trailer be declared obsolete, unnecessary and/or unfit for City use and be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities, or properly discarded if not sold; and

WHEREAS, the 970 Carryall Trailer was predominantly used by the Streets and Traffic Division for transporting street maintenance equipment to and from jobsites and any proceeds from any sale will be placed into the Street Fund; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 1970 Carryall Trailer, described in the preamble above, has become obsolete and is unnecessary and/or unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the 1970 Carryall Trailer no longer needed for City purposes through internet auction, public auction, by sale process or properly discarded if not sold, with the proceeds from any sale to be placed into the Street Fund.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

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: October 28, 2026.

Subject: Commission Agenda Item – Permission to dispose of unneeded vehicles

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of the vehicles listed below, pursuant to Section 25 of the City Charter.

STRATEGIC PLAN ALIGNMENT: Category: Municipal Services.

BACKGROUND INFORMATION: It has been determined by the Fleet Maintenance Chief Foreman that the vehicles listed below are beyond their useful life, or of no use to the city and that the vehicles should be declared obsolete, unnecessary, and unfit for City use. It is requested that the vehicles be sold on GovDeals, an internet auction site for government entities, or discarded if they cannot be sold.

1. 2001 Dodge Ram 2500; Serial no: 3B7KF23Z51G809925 – Mileage 96,887 This was used by the engineering department. It is now beyond its intended use. It will be sold on GOVDEALS.

2. 2010 Chevrolet Impala - Serial No. 2G1WB5EK2A1110655 – Mileage 151,344. This was used for several years as an administrative car for the police department. It is now beyond its intended use. It will be sold on GOVDEALS.

BUDGETARY INFORMATION: Any proceeds from the sale or disposal of the vehicles will be deposited into the General Fund.

ACTION REQUESTED: It is requested that the legislation be approved authorizing the disposal of the vehicles listed above under suspension of the rules in accordance with Section 13 of the City Charter.

Approved: **I concur with this recommendation:**

_____ _____

Mark Stierhoff, Chief Foreman John Orzech, City Manager

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF TWO (2) VEHICLES AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct the sale of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the Fleet Maintenance Chief Foreman has determined that the following vehicles are beyond their useful life and of no use to the City and is recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested the items be disposed of via www.Govdeals.com, which is an internet auction site for governmental entities, or properly discarded if not sold:

Year / Make / Model	Vehicle ID Number	Mileage
2001 Dodge Ram 2500	3B7KF23Z51G809925	96,887
2010 Chevrolet Impala	2G1WB5EK2A1110655	151,344

WHEREAS, the 2001 Dodge was used by the Engineering Department and the 2010 Chevrolet was being used as an administrative car for the Police Department and any proceeds from the sales will be placed into the General Fund; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 vehicles described in the preamble above have become obsolete and are 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 vehicles no longer needed for City purposes through internet auction, public auction, by sale process or properly discarded if not sold, with the proceeds from any sale of the vehicles to be placed into the General Fund.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

CITY MANAGER

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

To: City Commission

From: John Orzech, City Manager

Date: October 26, 2026

Subject: Commission Agenda Item – Imagination Library of Erie County

Items for Consideration: Legislation authorizing and directing the city manager to expend funds to the Erie County Community Foundation for the Imagination Library of Erie County, an affiliate of Dolly Parton's Imagination Library Program, initiated by the Kiwanis Club of Sandusky.

Strategic Plan Alignment:
Category: Municipal Services

Specific Goal: Strengthen and create partnerships that maximize funding opportunities

Key Outcome: By partnering with Erie County and Perkins Township, the city will reduce their contribution to Erie County Imagination Library while continuing to cover the cost of providing books to children from birth to age five in the 44870-zip code.

Background Information: Dolly Parton's Imagination Library is dedicated to inspiring a love of reading by gifting books free of charge to children from birth to age five, through funding shared by Dolly Parton and local community partners in the United States, Canada, United Kingdom, Australia and Republic of Ireland.

The Imagination Library of Erie County is an affiliate of the Dolly Parton's Imagination Library and facilitates the program throughout Erie County, including the City of Sandusky. The Kiwanis Club of Sandusky has organized and implemented this program, through a partnership with the Erie County Community Foundation. On October 10, 2022, by Ordinance No. 22-198, the City Commission approved the expenditure of funds to provide up to a maximum of $8,400.00 per year for five (5) years for a total of $42,000, to support this program.

In continued partnership with Erie County, and with additional support through the added partnership with Perkins Township, the City would like to continue supporting the Imagination Library of Erie County and the children birth to age five in the 44870-zip code.

Budgetary Information: The cost for the program is $31.00 per child with the State of Ohio paying $15.50 (50%) per child and various donors and sponsors contributing to ensure the program remains at no cost for families who enroll their children. Based on 1,429 enrollees in the 44870-zip code, the City of Sandusky will do a 75%/25% split with Perkins Township. The city will pay a total of $8,308.00 per year for five years, beginning in 2027. The total commitment for five (5) years at $8,308.00 per year is $41,540.00 and will be paid with General Funds from the City Commission's operating budget.

Action Requested: It is requested that the proper legislation be prepared to promote the program and expend funds for the Dolly Parton's Imagination Library of Erie County and for the children of Sandusky. It is further requested that this Ordinance take effect under suspension of the rules as contained in and in accordance with section 13 of the City Charter.

_____
John Orzech
City Manager

cc: Stew Hastings, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Clerk of the City Commission

THE IMPORTANCE OF DOLLY PARTON'S IMAGINATION LIBRARY IN ERIE COUNTY

THE IMPACT OF THE CITY OF SANDUSKY

Over 2,350 Erie County children are receiving books every month through Dolly Parton's Imagination Library of Ohio. A recent caregiver survey highlights the powerful impact this program has on families — and the results speak volumes.

IMAGINATION LIBRARY CHILDREN

- 96% enjoy listening to and looking at Imagination Library books
- 84% use new words found in their Imagination Library books
- 84% demonstrate a growing imagination
- 79% talk about their Imagination Library books, even when not reading them

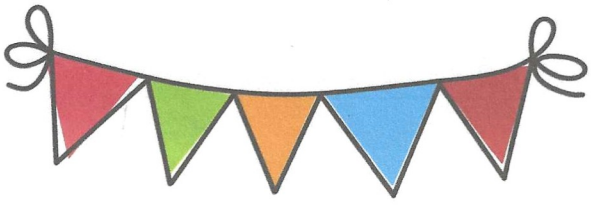
Dolly Parton's Imagination Library is provided locally by

Kiwanis CLUB OF SANDUSKY

For more information, ahmcgookey@gmail.com

In partnership with:

SANDUSKY LIBRARY



95% of Erie County caregivers agree that the Imagination Library program makes a valuable contribution to the community.

96% OF ERIE COUNTY CAREGIVERS

feel participation in the Imagination Library promotes relationship building within their family.



100% of Erie County caregivers believe it is important for their child to interact with physical books.

Since joining the Imagination Library,

78% OF ERIE COUNTY FAMILIES ARE READING TOGETHER MORE OFTEN.

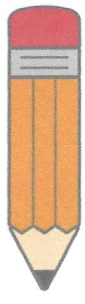


Thanks to support from the **City of Sandusky**,

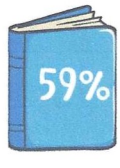
40,953 BOOKS

have been gifted to local children.

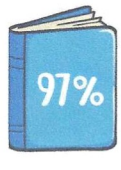
88% of Erie County caregivers believe the Imagination Library is better preparing their child for kindergarten.



FOR ERIE COUNTY IMAGINATION LIBRARY FAMILIES



their children would receive fewer books if not for the Imagination Library.



the Imagination Library introduces their family to books they may not have selected on their own.

Nearly 9 out of 10 Erie County Imagination Library families read together at least



4 times per week.

CERTIFICATE OF FUNDS

In the Matter of: Imagination Library

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 #110-7200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/5/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO THE ERIE COUNTY COMMUNITY FOUNDATION FOR THE ERIE COUNTY IMAGINATION LIBRARY, AN AFFILIATE OF DOLLY PARTON'S IMAGINATION LIBRARY PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Dolly Parton's Imagination Library is dedicated to inspiring a love of reading by gifting books free of charge to children from birth to age five, through funding shared by Dolly Parton and local community partners in the United States, Canada, United Kingdom, Australia and Republic of Ireland; and

WHEREAS, the Erie County Imagination Library is an affiliate of the Dolly Parton's Imagination Library and is supported by the Kiwanis Club of Sandusky to promote early childhood literacy throughout Erie County, including the City of Sandusky; and

WHEREAS, the City Commission approved expending funds to the Erie County Community Foundation for the Erie County Imagination Library for five (5) years at $8,400.00 per year, totaling $42,000.00, by Ordinance No. 22-198, passed on October 10, 2022; and

WHEREAS, in continued partnership with Erie County, and with additional support through the new partnership with Perkins Township, the City desires to continue supporting the Imagination Library of Erie County for another five (5) years beginning in calendar year 2027; and

WHEREAS, the cost for the program is $31.00 per child with the State of Ohio paying $15.50 (50%) per child and various donors and sponsors contributing to ensure the program remains at no cost for families who enroll their children; and

WHEREAS, the 44870-zip code area has 1,429 children enrolled in the program and the remaining cost of the program ($15.50) per child will be split with the City of Sandusky committing 75% and Perkins Township committing 25%; and

WHEREAS, the City's total commitment for five (5) years at $8,308.00 per year is $41,540.00 and will be paid with General Funds from the City Commission's operating budget; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to the Erie County Community Foundation for the Erie County Imagination Library, an affiliate of Dolly Parton's Imagination Library

Program, for a period of five (5) years.

Section 2. The Finance Director is directed to expend funds to the Erie County Community Foundation for the Dolly Parton's Imagination Library through the Erie County Imagination Library at amount not to exceed Eight Thousand Three Hundred Eight and 00/100 Dollars ($8,308.00) per year for a five (5) year period for a total amount **not to exceed** Forty-One Thousand Five Hundred Forty and 00/100 Dollars ($41,540.00).

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 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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager
From: Colleen Gilson, Director of Community Development
Date: October 28, 2026
Subject: Commission Agenda Item – Modification to Economic Development Grant Agreement with the Community Building Partners (ORD 24-230)

ITEM FOR CONSIDERATION: Legislation approving modification to the Economic Development Grant Agreement with Community Building Partners for the renovation of real property located at 920 West Osborne Street (formerly Osborne Elementary School).

STRATEGIC PLAN ALIGNMENT:
Category: Neighborhoods
Specific Goal(s): Increase diversity of housing options across the city
Key Outcomes: Access to affordable housing for buyers age 55+ at 120% of AMI or lower. Increase in values in surrounding area. Preservation and reuse of a historic building.

BACKGROUND INFORMATION: In October of 2023, the City entered into a purchase agreement with the Sandusky Board of Education to acquire the Property at 920 West Osborne for $100,000. Source of funds was Real Estate Development Funds.

In November of 2023, City Commission approved a grant to Community Building Partners in the amount of $750,000 to support the purchase and redevelopment of Osborne School. Source of funds was ARPA. Community Building Partners is a mission-based for-profit developer with a wealth of experience in scoping large, complex projects— including both adaptive reuse and new construction — and in using tax credits, loans, and grants to finance projects for public benefit. A significant portion of these projects focus on affordable housing and continue to serve their intended purpose today after decades of service. CBP principles have over 40 years of experience in community and economic development, specializing in public-private initiatives designed to increase housing, educational, and employment opportunities for marginalized populations in metropolitan areas while promoting environmental stewardship and social equity.

From November 2023-October 2024 Community Building Partners began due diligence including cataloging all of the elements of the building for the pursuance of Historic Tax Credits. Further, they began to develop preliminary floor plans and modeling/structuring financing for the project.

In November of 2024, City Commission approved an amendment to the grant/development agreements with Community Building Partners to release ARPA as the sole source of funding for the $750,000 grant. $200,000 remained as ARPA and $550,000 was converted to Economic Development Funds.

As of today, the developer has been unable to structure financing for the development as proposed. This is due to a variety of reasons including changes in Tax Credits programs, the State's deepened prioritization of home ownership development and competition from other projects that have come to fruition in Sandusky.

The developer has approached the city with a different project concept converting the project from rental to affordable for sale units. Up to 23 units will be priced at $110,000 to $120,000 for senior buyers earning up to 120% of Erie County median income. The prospected buyer mix focuses on veterans, first-time homebuying seniors, and senior residents looking to downsize from single-family homes they can no longer easily maintain. A buyer pays approximately $1,146 per month all-in — less than comparable Sandusky market rent — while building equity. A senior cash buyer pays roughly $330 per month plus utilities.

It is the recommendation of staff to support a modification to the grant agreement approved under Ordinance 24-230, extending the time of performance for the project with a construction completion date of December 31, 2028 and approving the change in project concept.

BUDGETARY INFORMATION: The City will remain responsible for providing five hundred fifty thousand dollars ($550,000) in grant proceeds from the Economic Development Capital Projects Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow the City to enter into a modified Grant Agreement with Community Building Partners. It is further requested that this legislation be passed in accordance with Section 13 of the City Charter.

I concur with this recommendation:

_____

John Orzech
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Osborne School Grant

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 #431-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/5/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY BUILDING PARTNERS, LLC, RELATING TO THE USE OF ECONOMIC DEVELOPMENT FUNDS FOR THE RENOVATION OF REAL PROPERTY LOCATED AT 920 WEST OSBORNE STREET (FORMER OSBORNE ELEMENTARY SCHOOL); AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of real property located at 920 W. Osborne Street (former Osborne Elementary School), and identified as Parcel No. 58-65001.000 from the Board of Education of the Sandusky City School District by Ordinance No. 23-210, passed on October 23, 2023, and subsequently, authorized the sale of the property to Community Building Partners, LLC, by Ordinance No. 23-227, passed on November 27, 2023, for the purpose of the development of affordable senior housing; and

WHEREAS, the City Commission approved a Subgrant Agreement with Community Building Partners, LLC, related to the use of American Rescue Plan Act (ARPA) Stimulus Funds in the amount of $750,000.00 for the renovation of the property at 920 W. Osborne Street by Ordinance No. 23-228, passed on November 27, 2023; and

WHEREAS, on November 12, 2024, the City Commission approved Agreements with Community Building Partners, LLC, to reduce the amount of ARPA funds to $200,000.00 by Ordinance No. 24-229, and to grant the use of Economic Development Funds in the amount of $550,000.00, by Ordinance No. 24-230, for a total of $750,000.00 for the renovation of the property; and

WHEREAS, at that time, the developers proceeded with due diligence, preliminary plans, and financial structuring as well as the pursuance of Historic Tax Credits but to date, has been unable to structure financing for the development as originally proposed due to a variety of reasons; and

WHEREAS, recently, the developer approached the City with a different concept converting the project from rental to affordable for sale units with plans for up to twenty-three (23) units that will be priced at $110,000 to $120,000 for senior buyers earning up to 120% of Erie County median income with prospective buyer mix focused on veterans, first-time homebuying seniors, and senior residents looking to downsize from single-family homes that can be easily maintained; and

WHEREAS, it is the recommendation of staff to approve the modifications to the grant agreement to change from rental unit to affordable for sale units and to extend the time of performance for construction completion to December 31, 2028; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into an Amendment to the Grant Agreement with Community Building Partners, LLC, relating to the renovation of real property located at 920 W. Osborne Street, 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 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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

AMENDMENT TO THE GRANT AGREEMENT
WITH COMMUNITY BUILDING PARTNERS, LLC
FOR THE REDEVELOPMENT OF OSBORNE SCHOOL

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this ___ day of _____, 2026 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and Community Building Partners, LLC an Ohio limited liability company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to Ordinance No. [ ] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on_____, 2026 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and affordable housing within the City, to grant funds to financially support the project at 920 W. Osborne Street, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company currently owns 920 W. Osborne pursuant to Ordinance No. 23-227 and operates as a mission based for-profit developer; and

WHEREAS, the Project is a renovation of all existing improvements at the property, adherence to the Secretary of the Interior Standards of Historic Preservation for all interior and exterior work, and addition of modern safety and accessibility improvements and the creation of up to 23 living units, for sale, that will be restricted to persons 55+

WHEREAS, the Project will result in up to 23 new living units, proposed as 1 and 2 bedroom dwellings, providing additional housing and the reuse of a historic building; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Company to assist with the remaining portion of the costs of the Project as further described in Section 1 hereof; and,

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established by the City, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

WHEREAS, the City has determined that this Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the

EXHIBIT "1"

health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of Five Hundred and Fifty Thousand Dollars ($550,000) (the "**Grant**") for use by the Company exclusively for the Project. The grant shall be disbursed in two lump sums: $400,000 will be due to the Company after substantial completion of accessibility and safety Improvements and $150,000 will be due to the Company after the completion of the Project in accordance with the terms of this agreement. This City Grant shall be disbursed from 2024 economic development incentive funding source. This City Grant will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to adjust the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City's support.

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the entire City Grant, the Project will need to be completed by December 31, 2028. This date may be extended at the discretion of the City Manager.

EXHIBIT "1"

The City shall pay the Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the substantial completion of accessibility and safety improvement and satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any

other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Council's Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, arising from the City's remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager

EXHIBIT "1"

Attn: Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) If to the Company:

_____

_____
Attention: _____

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the

EXHIBIT "1"

same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

EXHIBIT "1"

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Company have caused this Amendment to the Grant Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Community Building Partners, LLC

By:_____
Signature of Authorized Agent

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, City Manager

EXHIBIT "1"

The legal form of the within instrument
Is hereby approved.

_____
Stewart Hastings, Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____

Michelle Reeder, Finance Director

EXHIBIT "1"

COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager

From: Colleen Gilson, Director of Community Development

Date: October 28, 2026

Subject: Commission Agenda Item - Exclusive Right to Sell Agreement

ITEM FOR CONSIDERATION: Legislation to authorize the City Manager to enter into an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, for the marketing and sale of 9 vacant parcels of land in the Cold Creek Crossing Subdivision.

STRATEGIC PLAN ALIGNMENT:
Category: Neighborhoods
Specific Goal(s): Increase diversity of housing options across the city
Key Outcomes: Additional home development for owner occupants in the Cold Creek Crossing Subdivision

BACKGROUND INFORMATION:

Cold Creek Crossing Subdivision is located in Sandusky's Venice Heights district, which grew in the mid-20th Century as Sandusky and its neighboring townships sought suburban-style development. The neighborhood sits within view of the Lake Erie shoreline, and is less than one mile from Lions Park, which has been transformed over the past decade into a destination facility with new amenities.

Cold Creek Crossing is a master planned subdivision begun in 2004. The first 17 houses and two duplex condominium buildings were completed by 2006; however, the neighborhood's original developer proved unable to deliver the remainder of the buildings as planned. In the intervening years, individual lots have been sold and developed as single family houses that meet design standards stipulated in deed restrictions for the neighborhood.

In mid-2026, the City re-acquired nine (9) parcels within the subdivision and in October 2026 released a Request for Qualifications (RFQ) for Real Estate Brokerage Services for the sale of those lots. The RFQ also included language that additional residential sites owned by the City of Sandusky sites may be offered for sale through the engagement.

The City of Sandusky received five (5) responses to the RFQ. An internal selection committee evaluated the responses received and based on the firm's experience, past performances, marketing strategy, and understanding of the task, it was determined Lake Erie Luxe Group, eXp, of Castalia, Ohio, was the most qualified.

Per the terms of the Agreement – the initial term will be for twelve (12) months and only subject to extensions is mutually agreed upon by both the City and Lake Erie Luxe Group, eXp Realty. The listing price will be set by the

City of Sandusky with market drive data input from Lake Erie Luxe Group, eXp Realty. There will be deed restrictions on the nine (9) single-family vacant parcels in the Cold Creek Crossing Subdivision that inform what can be developed on each and all land sold will be required to be developed within a negotiated period, per the closing date of the sale of the lot. Listing broker compensation is 5% of the gross purchase price. If the buyer is unrepresented, the Lake Erie Luxe Group, eXp fee will be 8% of gross purchase price. If the sale involves a buyer broker, the City is negotiable, up to 3%, of providing compensation to the broker. The City retains the sole authority to accept or reject any offer – even if the offer is at or above listing price.

BUDGETARY INFORMATION: After execution of a City Commission approved purchase and sale agreement with an approved buyer and upon closing of the transaction, the City will be responsible for paying associated fees as described above. The funds will be paid through closing. The balance of funds will be used to recoup expenses incurred for administration management, maintenance, and disposition of the property and/or deposited into the Real Estate Development Fund or Land Bank Fund as appropriate.

ACTION REQUESTED: It is recommended that City Commission authorize the City Manager to execute the Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to immediately execute the agreement so the properties can be listed and marketed at the earliest opportunity for the purpose of securing buyers for residential development.

I concur with this recommendation:

_____

John Orzech
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Cold Creek selling parcels

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 #248-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/5/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH LAKE ERIE LUXE GROUP, EXP REALTY OF CASTALIA, OHIO, FOR THE MARKETING AND SALE OF NINE (9) VACANT PARCELS LOCATED IN THE COLD CREEK CROSSING SUBDIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2015, the City acquired forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which were encumbered by assessment liens and deed restrictions related to the construction of the subdivision and were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

WHEREAS, the City Commission declared the forty-four (44) parcels owned by the City as part of the Land Reutilization Program in the Cold Creek Crossing Subdivision as no longer needed for any municipal purpose by Ordinance No. 21-048, passed on April 12, 2021, and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, the City Commission approved an Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of the forty-four (44) vacant parcels of land in the Cold Creek Subdivision in Sandusky by Ordinance No. 21-060, passed on April 26, 2021; and

WHEREAS, in 2022, twenty-four (24) lots were sold to Paragon Principal Capital Ohio, LLC, for the purpose of development and pursuant to the Purchase & Sale Agreement, all lots were to be developed or under construction by May of 2026; and

WHEREAS, under the terms of the Purchase and Sales Agreements, if the Developer failed to commence or complete construction within the time period required on any of the lots, the City retained the right to re-enter and take possession and title to the remaining lots without a completed house; and

WHEREAS, on April 21, 2026, a Memorandum of Understanding was executed between the City and Paragon Principal Capital Ohio, LLC, designating nine (9) lots that would be deeded back to the City; and

WHEREAS, a Request for Qualifications (RFQ) was issued for real estate brokerage services for the marketing and sale of nine (9) City owned parcels for residential development located in the Cold Creek Crossing Subdivision, identified as Parcel Nos: 60-00043.007, 60-00043.009, 60-00043.021, 60-00043.28, 60-00043.046, 60-00043.053, 60-00043.063, 60.00043.068, and 60-00043.081, of which five (5) submittals were received and evaluated by a Selection Committee and based upon the firm's experience, past performance, marketing strategy, and understanding of the task, it was determined Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, was the most qualified; and

WHEREAS, the initial term of the agreement is twelve (12) months and may be extended by written agreement of both the City and Lake Erie Luxe Group, eXp Realty; and

WHEREAS, any future sales of the property will be presented to the City Commission by Ordinance for approval; and

WHEREAS, upon any sale of property, the City will pay a broker commission to Lake Erie Luxe Group of 5% of the gross purchase price; if the buyer is unrepresented, the Lake Erie Luxe Group, eXp fee will be 8% of gross purchase price and if the sale involves a buyer broker, the City is negotiable, up to 3%, of providing compensation to the broker; and

WHEREAS, upon closing of the transaction, the City will be responsible for paying associated fees which will be paid through closing and the remaining net proceeds will be used to recoup expenses incurred for administration management, maintenance, and disposition of the property and/or deposited into the Real Estate Development Fund or Land Bank Fund as appropriate; 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 agreement so the properties can be listed and marketed at the earliest opportunity for the purpose of securing buyers for residential development; and

WHEREAS, the short construction season requires an immediate agreement; 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 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 an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, for the marketing and sale of nine (9) vacant parcels located in the Cold Creek Crossing Subdivision, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL OR LEASE

EQUAL HOUSING OPPORTUNITY

This agreement ("**Agreement**") is designed to allow a seller or landlord to engage a qualified, licens d professional for t e purp se of btaining listing and marketing services, and receiving contract n g tiation and adv cacy services, thr ughout t e entire r al estate listing and sale or leasing process for th real property described below ("**Property**"). Th undersigned seller or landlord ("**Seller/Landlord**") grants the undersigned brokerage firm ("**Listing Broker**") the exclusive right to lease or sell the Property for the Term.

1. **PROPERTY**. T e Pr p rty t be s ld or leased under this Agre ment is as follows:
Str et ddress: Each parcel/ 9 Lots will need a separate Listing Contract for Cold Creek Subdivision
City, C unty, Stat , Zip Cod : Sandusky, Erie County, Ohio 44870
Id ntification (for ex: Legal D scripti n, Tax ID # or Parcel # r L t, Block): Cold Creek Subdivision parcels: 60-00043.007, 60-00043.009, 60-00043.021, 60-00043.28, 60-00043.046, 60-00043.053, 60-00043.063, 60.00043.068, 60-00043.081

2. **LENGTH AND TYPE OF AGREEMENT**. This Agreement shall begin on 11/10/2026, and will automatically end on 11/10/2027 (at 11:59 p.m., in the Property's time-zone) or up n th closing or termination of any then-pending transaction inv lving t Pr perty, which ver is later ("**Term**"). Th Pr perty will b listed (*check all that apply*): ☑ For Sale; and/or ☐ F r Lease

3. **AGENCY DISCLOSURE**. T e agency r lationship between Seller/Landl rd and Listing Brok r d termin s ow Listing Br k r will work on Seller's/Landlord's behalf. Listing Brok r's agency relationship with Seller/Landlord is disclosed and docum nted in a separate discl sur /form.

4. **LISTING PRICE/LEASE RATE**. The listing price/lease rate ("**Listing Price/Lease Rate**") shall be $ TBD separately for each lot. Any adjustm nt to t e Listing Price/Lease Rate shall be agreed upon in writing b tw n S ller/Landlord and Listing Br k r.

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller/Landlord and Listing Broker.

5. **LISTING BROKER COMPENSATION**. Listing Broker will earn compensation ("**Listing Broker Compensation**") when a sal or lease of the Property has been completed, regardless of who has found t e buy r r tenant ("**Buyer/Tenant**"). Listing Broker Compensation s all b paid by Seller/Landl rd, in U.S. funds, at th time f, and as a c ndition f, sale completion, or up n mutual ex cution and delivery f a lease agr ement (or as th rwise negotiated between the parties per the attac ed add ndum). T is Agreem nt shall s rve as escr w instructions. Listing Broker Compensation is (*check all that apply*):

For Sale:	*For Lease*:
☐ xactly $_____; or ☑ 5.0 % f the gr ss purchas price of the Property, as refl cted on th final s ttl m nt stat ment; or ☐ Ot r: _____	☐ Exactly $ n/a ; r ☐ ____% of t e gr ss rental amount ver the initial term, as r flected in the signed l as agreem nt; r ☐ Oth r: _____

Unrepresented Buyer/Tenant. If Buyer/Tenant is not represented by a broker ("**Buyer's/Tenant's Broker**"), t en Listing Broker (eXp) assumes additional liability. In this sc nario, Listing Broker (eXp) will not repres nt Buyer/T nant, but will ensur fair treatment of all parties. In this situation, the Listing Broker Comp nsation shall b : (i) for a sal , exactly $_____; r 8.0 % of the gross purchase price f th Pr p rty, as reflected on th final settlement stat m nt, and/or (ii) f r a l ase, exactly $ n/a ; r _____% f th gross rental amount over t initial t rm, as r flected in t e sign d lease agre ment.

EXHIBIT "1"

Created by Rachel Blenman with SkySlope® Forms

Buyer/Tenant Prospect List. If, within fifteen (15) days after expiration or early cancellation of this Agreement, Listing Broker submits to Seller/Landlord a written list of prospective Buyer's/Tenant's who viewed the Property during the Term, and any prospective Buyer's/Tenant's on that written list go under contract to purchase or lease the Property within Ninety (90) days after the Term, then Listing Broker will earn and receive Listing Broker Compensation from Seller/Landlord in accordance with this Section. Further, if negotiations with any prospective Buyer's/Tenant's on that written list are ongoing at the end of this period, Seller/Landlord agrees that this period will be extended for so long as negotiations are continuing.

Exclusive Authorization. Seller/Landlord understands that having multiple exclusive real estate listing agreements at the same time may lead to Seller/Landlord having to pay additional fees. Thus, Seller/Landlord confirms it is not party to any active, exclusive real estate listing agreement besides this one.

6. **REFERRAL FEE DISCLOSURE**. ☐ If this box is checked, Listing Broker is obligated to pay a referral fee to n/a for having referred Seller/Landlord to Listing Broker. The referral fee shall be either ____% of the Listing Broker Compensation or $_____, and paid from the Listing Broker Compensation earned and received by Listing Broker. Seller/Landlord acknowledges Listing Broker's obligation to pay a referral fee, as provided above.

Notice: Listing Broker (eXp) does not share commissions with a Buyer's/Tenant's Broker. Compensation to Buyer's/Tenant's Broker is not required by law.

7. **BUYER/TENANT BROKER COMPENSATION**. Seller/Landlord may, at its discretion, offer compensation to a Buyer's/Tenant's Broker ("**Buyer/Tenant Broker Compensation**"). By completing any boxes below, Seller/Landlord is choosing to offer Buyer/Tenant Broker Compensation, and authorizes Listing Broker (eXp) to disclose the Buyer/Tenant Broker Compensation being offered by Seller/Landlord (as specified in this Section). Buyer/Tenant Broker Compensation is (*check all that apply*):

For Sale:	*For Lease*:
☐ Exactly $_____; or	☐ Exactly $ n/a ; or
☐ ____% of the gross purchase price of the Property, as reflected on the final settlement statement; or	☐ ____% of the gross rental amount over the initial term, as reflected in the signed lease agreement; or
☑ Other: Negotiable, up to 3%	☐ Other: _____

Buyer/Tenant Broker Compensation Payment. Seller/Landlord acknowledges that Buyer/Tenant Broker Compensation, if any, shall be paid by Seller/Landlord (and not Listing Broker) according to the terms of a separate written agreement between Seller/Landlord and Buyer's/Tenant's Broker.

8. **SELLER/LANDLORD CONCESSIONS**. Buyer/Tenant may request a concession from Seller/Landlord ("**Seller/Landlord Concession**") in the form of a credit, to be given to Buyer/Tenant at close of escrow or as part of a lease agreement. This Seller/Landlord Concession may be used to reduce Buyer/Tenant loan or lease costs, title and escrow fees, Buyer's/Tenant's Broker fee, Property repair costs, or any other allowable Buyer/Tenant costs and fees. The final amount of the Seller/Landlord Concession must be determined in writing, whether in the purchase contract, lease agreement, or other applicable documentation. All Seller/Landlord Concessions are negotiable.

9. **AUTHORIZATION TO PROMOTE**. Seller/Landlord authorizes and instructs Listing Broker to advertise and promote the Property as follows (*check all that apply*):

☑ On eXp Access (https://access.exprealty.com//), Listing Broker's global listing network.
☑ On those listing services platforms serving that geographic area in which the Property is situated (provided that Listing Broker's undersigned agent is a subscribing member).
☑ Through placement of a "For Sale", "For Lease" or "Available" sign and customary sign riders on the Property.

EXHIBIT "1"

☑ Through placement of photos/video and virtual tours of the Property on the internet and in other electronic and online media platforms. (Once images are uploaded to the internet, Listing Broker no longer has control over how they are used or the length of time they remain accessible to the public.)

Listing Broker ☑ **is** ☐ **is not** authorized to disclose the existence of offers (including sale or lease price, and/or terms and conditions of sale or lease) to third parties.

10. PROPERTY SHOWINGS AND ACCESS.

(a) Seller/Landlord ☐ **authorizes** ☐ **does not authorize,** the installation of a lockbox/keysafe on the Property, which will contain a key for others to access the interior of the Property.
(b) Seller/Landlord will safeguard valuables.
(c) Seller/Landlord accepts responsibility for preparing the Property to minimize the likelihood of injury, damage, and/or loss of personal property.
(d) Seller/Landlord shall provide access to the Property at reasonable times and upon reasonable notice to allow for showing the Property to prospective Buyer's/Tenant's and their brokers.

11. BROKER SERVICES. Listing Broker agrees to perform, advise, and take action as follows:

(a) exercise reasonable care, skill, and due diligence to achieve the purpose of this Agreement;
(b) provide comparative market analysis to recommend and assist Seller/Landlord in determining an appropriate Listing Price/Lease Rate and any changes to the Listing Price/Lease Rate;
(c) create and execute a marketing plan to promote, advertise, and market the Property to prospective Buyer's/Tenant's;
(d) coordinate and facilitate showings and scheduled viewing events based on instructions provided by the Seller/Landlord;
(e) represent Seller/Landlord in negotiations with potential Buyer's/Tenant's to obtain offers to purchase or lease the Property on terms acceptable to Seller/Landlord;
(f) handle all necessary paperwork, coordinate inspections, and communications to ensure compliance with legal and contractual requirements; and
(g) provide regular updates to Seller/Landlord regarding marketing efforts, interest or feedback from prospective Buyer's/Tenant's, market condition changes, and the sale or lease process.

12. ARTIFICIAL INTELLIGENCE. AI may be used as a tool to enhance real estate marketing services. Listing Broker may use AI in performing the services described in Section 11(c) (for example, to virtually stage listing photos, draft property descriptions, or support other marketing-related tasks). All AI-generated content will be reviewed by Listing Broker (or Listing Broker's undersigned agent) and provided to Seller/Landlord for review as directed. Once published on the internet, Listing Broker no longer has control over how this content is used.

13. SELLER/LANDLORD COMMITMENT. Seller/Landlord understands and commits to perform as follows:

(a) Seller/Landlord possesses, and shall continue to possess, full legal authority to sell or lease the Property, and to execute documents concerning the Property sale or lease;
(b) provide all documentation reasonably requested by Listing Broker to confirm Seller's/Landlord's ability to perform under this Agreement;
(c) provide timely disclosure of Property conditions, including immediate disclosure to Listing Broker of any known hidden defects concerning the Property and its surroundings;
(d) cooperate with Listing Broker in the sale or lease process, and act in good faith to accomplish the sale or lease of the Property;
(e) maintain the Property's condition;
(f) inform Listing Broker of any past due mortgage loan payments, tax payments, insurance payments, association dues, and utility payments;
(g) inform Listing Broker prior to leasing, mortgaging, or encumbering the Property;
(h) in a way that demonstrates that Listing Broker is not responsible for custody or condition of the Property or for its management; and

EXHIBIT "A"

(i) Seller/Landlord, in its discretion, shall consult with its own advisors for specific legal, financial, tax and other professional advice.

14. **FIXTURES; INCLUDED/EXCLUDED ITEMS**. Unless specifically excluded, all fixtures and built-in furniture will be included in the sale or lease. All fixtures and built-in furniture rented by Seller/Landlord must be listed as an excluded item. Please specify all items that will be excluded from the sale or lease, if any:

Excluded items: n/a - vacant lot

15. **RECORDINGS AT THE PROPERTY**. If Seller/Landlord has an audio/video recording system at the Property, Seller/Landlord understands that recording and transmitting of audio or video may result in a violation of state and/or federal laws. Seller/Landlord is advised to post a conspicuous notice on the Property regarding the existence of such devices in the Property. Seller/Landlord acknowledges that prospective Buyer's/Tenant's may photograph or video the interior of the Property. Therefore, Seller/Landlord should remove any items of a personal nature that Seller/Landlord does not want photographed, recorded, or transmitted, including photos, paperwork, and other personally identifiable information.

16. **CANCELLATION**. This Agreement may be canceled prior to the end of the Term, upon mutual written agreement between Seller/Landlord and Listing Broker.

17. **BINDING EFFECT**. Seller's/Landlord's obligation to pay Listing Broker Compensation (according to the terms of Section 5), and if applicable, Buyer/Tenant Broker Compensation (according to the terms of Section 7), is binding upon Seller/Landlord, its estate, and its heirs, beneficiaries, legatees, successors and permitted assigns.

18. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. If a provision of this Agreement is found to be invalid, the remaining provisions shall not be affected and remain in effect.

19. **EQUAL HOUSING OPPORTUNITY**. The Property is offered in compliance with federal, state, and local fair housing laws.

20. **FIRPTA**. The Foreign Investment in Real Property Tax Act ("**FIRPTA**") is applicable if Seller/Landlord is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. If applicable, Seller/Landlord agrees to comply with all state and federal regulations regarding the FIRPTA. Seller/Landlord is responsible for obtaining independent legal and tax advice.

21. **POTENTIALLY COMPETING SELLERS/LANDLORDS AND BUYERS/TENANTS**. Listing Broker may represent or take listings on similar property types to the Property. Listing Broker may also represent Buyer's/Tenant's looking for a property similar to Seller's/Landlord's Property. The client will always make the determination of which property is best for them to purchase.

22. **ELECTRONIC SIGNATURES**. This Agreement may be signed by electronic means, and any electronic signing on this Agreement shall have the same force and effect as if signed by original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. **ASSIGNMENT**. Neither Seller/Landlord nor Listing Broker may assign any rights or obligations under this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.

EXHIBIT "1"

24. CYBER PROTECTION. As a seller involved in a real estate transaction where money is changing hands, Seller/Landlord may be a potential target for cyber-criminals. Seller/Landlord is advised to always contact the closing attorney or escrow company directly before wiring any money.

25. ADDITIONAL TERMS AND CONDITIONS. (Reserved for additional terms as agreed upon)

Point of Contact will be Colleen M. Gilson | Director of Community Development

240 COLUMBUS AVENUE

SANDUSKY, OH 44870

T: 419.627.5807

26. ENTIRE AGREEMENT. This Agreement contains the entire understanding between parties, and replaces any prior written or oral agreements between them. This Agreement may only be modified in a writing signed by Seller/Landlord and Listing Broker.

BY SIGNING BELOW, Seller/Landlord and Listing Broker agree to the terms set forth in this Agreement.

Seller/Landlord 1: _____ John Orzech, City Manager _____
(Signature) (Typed/Print Name) (Date)

City Manager jorzech@cityofsandusky.com T: 419.627.5807
(Title) (E-mail/Phone)

Seller/Landlord 2: _____ _____
(Signature) (Typed/Print Name) (Date)

_____ _____
(Title) (E-mail/Phone)

Seller/Landlord 3: _____ _____
(Signature) (Typed/Print Name) (Date)

_____ _____
(Title) (E-mail/Phone)

Seller/Landlord 4: _____ _____
(Signature) (Typed/Print Name) (Date)

_____ _____
(Title) (E-mail/Phone)

Listing Broker: eXp Realty, LLC _____ Belinda Hoffman _____
(Firm Name) (Listing Broker/Agent's Signature) (Typed/Printed Name) (Date)

4192711945 callbelinda@gmail.com REC.2017000807 2002006811
(Telephone) (E-mail) (Listing Broker License No.) (Agent's License No.)

EXHIBIT "1"

(***Colorado Only***) This form has not been approved by the Colorado Real Estate Commission. This form has been prepared for eXp Realty® by Colorado-licensed attorney, James Howard Bramble.

(***Wisconsin Only***) This form has been drafted by Listing Broker.

(***Missouri-Kansas Only***) This form is not for use in Missouri or Kansas.

OHIO ADDENDUM TO REPRESENTATION AGREEMENT

EQUAL HOUSING OPPORTUNITY

This Addendum shall be deemed to amend, and constitute a part of, the *Buyer Representation Agreement* or *Listing Agreement* to which it is appended. If there is any conflict between the terms in this Addendum, and the terms in your agreement, then the terms in this Addendum shall govern and control.

APPLICABLE TO BUYER AND SELLER CLIENTS OF EXP REALTY

1. I/we have been presented with, and understand, the *Consumer Guide to Agency Relationships*.

2. As explained in the *Consumer Guide to Agency Relationships*: In Ohio, real estate agents can enter into three types of agency relationships with their clients, as follows: (a) representing only the Buyer (this is known as "Buyer Agency"), (b) representing only the Seller (this is known as "Seller Agency"), or (c) representing both the Buyer and the Seller in the same transaction with the permission of both clients (this is known as "Dual Agency").

   ☐ I **consent** to my agent serving as a dual agent; or
   ☑ I **do not** consent to my agent serving as a dual agent.

3. I/we understand that state and federal fair housing laws make it unlawful for a real estate brokerage firm to deny service to individuals on the basis of race, color, national origin, religion, sex, disability, familial status, military status, and ancestry.

4. I/we understand that state and federal fair housing laws make it unlawful for a real estate brokerage firm to induce homeowners to sell their homes by suggesting that the composition of the neighborhood is changing (as a result of the presence of members of any of those protected classes referenced in "3."), and implying that property values will decline as a result. This concept is known as "blockbusting."

5. I/we understand that state and federal fair housing laws make it unlawful for a real estate brokerage firm to direct, or "steer," prospective home buyers or renters to or away from certain neighborhoods based on any of those protected classes referenced in "3.," above. This concept is known as "steering."

6. **I/we understand that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers**.

EXHIBIT "1"

ACKNOWLEDGMENT

Client 1: _____ John Orzech _____ _____
(Signature) (Typed/Print Name) (Date)

419.627.5807 _____ jorzech@cityofsandusky.com _____
(Telephone) (E-mail)

Client 2: _____ _____ _____
(Signature) (Typed/Print Name) (Date)

_____ _____
(Telephone) (E-mail)

eXp Realty: _____ Belinda Hoffman _____ _____
(Broker or Agent Signature) (Typed/Print Name) (Date)

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager
From: Colleen Gilson, Community Development Director
Date: October 28, 2026
Subject: Approving License Agreement with Put-In-Bay Boat Line Company (Jet Express) for the boat dock at 105 Shoreline Drive (Boeckling Pier)

Item for Consideration: Legislation authorizing the City Manager to enter into a License Agreement with Put-In-Bay Boat Line Company (Jet Express) for use of the boat dock at 105 Shoreline Drive (Boeckling Pier).

Strategic Plan Alignment: Category - Waterfront
Specific Goal: Maintain and increase (where possible) public access to Sandusky's waterfronts
Key Outcomes: Residents have access to waterfront and to marine transportation to visit Lake Erie Islands and Cedar Point.

Background Information: The City entered into a Donation Agreement with Cedar Point Park, LLC on July 18, 2025, for the donation of the Boeckling property on Shoreline Drive to the City. Put-In-Bay Boat Line Company (Jet Express) has requested continued use of the dock situated at 105 Shoreline Drive to conduct Ferry Service from Sandusky to various Lake Erie locations and conduct a cruise boat business therefrom. The company has been using the dock for several seasons in an agreement with the former owner, Cedar Point. With the assumption of ownership of the property by the City of Sandusky, the City is committed to retaining this important service for residents and visitors alike.

Jet Express will have the license and privilege of docking a maximum of three (3) vessels at the Sandusky Dock, operating a Ferry Service, and conducting a boat cruise business for a period of one (1) year commencing on January 1, 2027 and ending on December 31, 2027. Jet Express may dock additional vessels which it owns or operates at the Sandusky Dock upon written approval of the City.

Budgetary Information: There is no cost to the City to execute the License Agreement and the City will receive $30,000 as an annual payment for the term of the lease. The City will also receive $200 per month for water service and will bill the Jet Express for electric service for the months it is in operation.

Action Requested: It is recommended that proper legislation be prepared authorizing the City Manager to enter into a license agreement for use of City property at 105 Shoreline Drive. It is further requested that the necessary legislation be passed in accordance with Section 13 of the City Charter in order for the Lease Agreement to be executed.

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 AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LICENSE AGREEMENT WITH PUT-IN-BAY BOAT LINE COMPANY (JET EXPRESS) FOR THE USE OF THE CITY'S BOAT DOCK AT 105 SHORELINE DRIVE (BOECKLING PIER) BEGINNING ON JANUARY 1, 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, the City accepted the donation of the Boeckling Building located at 105 W. Shoreline Drive, Parcel No. 56-00174.000, pursuant to the Donation Agreement with Cedar Point Park, LLC, executed on July 18, 2025, by Resolution No. 001-26R, passed on January 12, 2026, being satisfied with the due diligence contingencies contained in the Donation Agreement; and

WHEREAS, the Put-In-Bay Boat Line Company (Jet Express) has requested continued use of the dock situated at 105 Shoreline Drive to conduct Ferry Service from Sandusky to various Lake Erie locations and conduct a cruise boat business; and

WHEREAS, the company has been using the dock for several seasons in an agreement with the former owner, Cedar Point and with the assumption of ownership of the property by the City of Sandusky, the City is committed to retaining this important service for residents and visitors; and

WHEREAS, the Jet Express will have the license and privilege of docking a maximum of three (3) vessels at the Sandusky Dock, operating a Ferry Service, and conducting a boat cruise business for a period of one (1) year commencing on January 1, 2027, and ending on December 31, 2027; and

WHEREAS, the City will receive $30,000.00 as an annual payment for the term of the lease and $200.00 per month for water service and additionally the City will invoice Jet Express for electric service for the months it is in operation; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 enter into one-year License Agreement with Put-In-Bay boat Line Company (Jet Express) for the use of the City's boat dock at 105 Shoreline Drive (Boeckling Pier) beginning on January 1, 2027, 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 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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

LICENSE AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and PUT-IN-BAY BOAT LINE COMPANY, ("Jet Express"), an Ohio Corporation limited liability company.

W I T N E S S E T H:

WHEREAS, the City owns a boat dock, located at 105 Shoreline Drive, in downtown Sandusky, Ohio (herein called the "Sandusky Dock") as shown in Exhibit A; and

WHEREAS, Jet Express desires to operate at the Sandusky Dock, conduct Ferry Service from Sandusky to various Lake Erie locations and conduct a cruise boat business therefrom.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the City and Jet Express agree as follows:

1. Term. Upon and subject to the terms and conditions hereinafter stated, the City hereby grants to Jet Express the license and privilege of docking a maximum of three (3) vessels at the Sandusky Dock, operating a Ferry Service, and conducting a boat cruise business for a period of one (1) year commencing on _____ and ending on _____ Jet Express may dock additional vessels which it owns or operates at the Sandusky Dock upon written approval of the City.

2. Sandusky Dock.

(a) Jet Express shall have the right to use the Sandusky Dock for the operation of a ferry and/or boat cruise business. The operation of Jet Express shall include, without limitation, (i) providing all services relating to the ferry and its cruise services, and (ii) providing other related services required and approved by the City. Jet Express shall perform such services by direct and indirect agreements with its customers and the City shall have no liability for any services performed by Jet Express for the customers. Jet Express shall not use or assign the Sandusky Dock for any other purpose without the prior written consent of the City. Jet Express shall not make any alterations to the structures of the Sandusky Dock, or construct or install any additions,

improvements or facilities on the dock without the prior written consent of the City.

(b) Jet Express shall maintain and operate the Sandusky Dock in a first-class manner in accordance with the highest practicable standards of cleanliness, safety, excellence of service, quality of product and reasonableness of prices. Jet Express shall consult frequently with the City concerning the operations provided so as to ensure that they are operated in a manner designed to compliment and enhance downtown Sandusky. The City shall have the right to approve the quality and appearance of vessels used in service which might reflect on the City. Such approval shall not be unreasonably withheld. Jet Express shall comply with all requests of the City relating to the condition and appearance of the Sandusky Dock and all vessels used in the cruise and ferry boat service, and shall keep the premises surrounding the operation of the Sandusky Dock and vessels clean and free of rubbish.

(c) Jet Express shall at all times maintain an adequate staff to provide the services in keeping with paragraph 2, section (b) hereof. The City shall have no authority to direct any employee of Jet Express.

(d) If at any time during the term of this contract other water taxi services become available, Jet Express agrees to provide reasonable accommodations by allowing these services to use the Sandusky Dock and its amenities.

(e) This license consists of the entire Sandusky Dock described in Exhibit A. The parties acknowledge that a portion of the premises may be leased to one or more additional tenants in the future. The City reserves the right to lease portions of the Sandusky Dock separately provided that such lease does not unreasonably impact the Jet Expresses business, upon written amendment mutually agreed to by the parties, not to be unreasonably withheld. Any modification of the premises shall be of sufficient size and utility to accommodate the Jet Express with substantially the same business activities.

3. Expenses.

(a) Subject to the exceptions contained in paragraphs 4 and 5(b), Jet Express shall pay all expenses incident to the operation of the cruise and ferry boat business including, but not limited to, wages and salaries of all personnel; costs of employee benefits including Social Security, Unemployment Compensation and Workers' Compensation costs; costs of gas, water

(See Section 6), electric (See Section 2(b)) and other utilities; costs of operating supplies and all other expenses incurred in connection with the operation of the Sandusky Dock.

(b) The City shall place the electric account under their name and will bill Jet Express monthly for their usage at the Sandusky Dock. The City shall place the water service under their name and the Jet Express shall notify the City when water usage is no longer needed or is needed for seasonal operations. Water Service billing will be done in accordance with Section 6, Fees.

4. Maintenance and Repairs. Jet Express shall have full responsibility for routine maintenance and repair of the Sandusky Dock and shall pay all costs thereof. Upon termination or modification of this Agreement, Jet Express shall return the Sandusky Dock to the City in good repair, normal wear and tear excepted. The City shall have responsibility for maintenance and repair of the exterior of the Dock building. Jet Express may remove any and all equipment furnished or owned by it, whether or not classified as fixtures, upon termination of this Agreement as long as any damage caused by such removal is corrected by Jet Express.

5. Insurance.

(a) Jet Express shall provide a minimum of Two Million Dollars ($2,000,000) in limits of liability insurance to include general and products liability and watercraft liability covering the operations of the cruise and ferry boat business and the operation of the Sandusky Dock. Coverage shall be placed with an insurance company and on a policy form acceptable to the City with coverage provided on a broadly written occurrence form to include personal injury, bodily injury, advertising injury, property damage and contracted liability sufficient to address paragraph 13. "City of Sandusky" shall be named as additional insureds. All policies should provide sixty (60) days advance notice to the City. prior to cancellation or other material reduction in coverage. Jet Express shall also provide coverage for injuries to Jet Express' employees and others performing services for Jet Express, whether Jet Express' responsibilities arise out of State Workers' Compensation, U.S. Longshoremen and Harbor Workers, Jones Act or similar Admiralty type laws. All coverages required by this paragraph shall be evidenced by a valid certificate of insurance.

(b) The City shall insure the Sandusky Dock (other than any equipment or other personal property owned by Jet Express) with fire and extended coverage insurance, and the proceeds of such insurance shall be the property of the City. In the event any part of the Sandusky Dock are damaged or rendered unusable by fire or casualty, the City may either:

(i) Repair, rebuild, or replace the facilities so as to restore them to their former condition, in which case this Agreement shall not be terminated; or

(ii) Elect not to repair, rebuild or replace the facilities, in which case this Agreement shall terminate. In such case, the annual fee provided for in this Agreement shall be prorated for the period Jet Express had use of the facilities.

If the City elects to restore the Sandusky Dock, it shall do so by notice to Jet Express within fifteen (15) days of such fire or casualty and commence and complete such restoration with all reasonable promptness. If the facilities are not so restored within ninety (90) days, Jet Express shall have the option to terminate this Agreement upon written notice to the City.

(c) Jet Express shall carry insurance on all equipment and personal property owned by it and used in the operation of the cruise business, and the City shall have no liability whatsoever in regard to any damage thereto.

(d) Each party hereto hereby waives all claims for recovery from the other party for any loss or damages to any property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties hereto shall use good faith efforts to have any and all fire, extended coverage or any and all material damages insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein."

6. Fee(s). In consideration of the license and privilege granted herein, Jet Express shall pay annual fees to the City of Sandusky according to the following schedule:

Annual License Fee

Year Commencing	Sandusky Dock
2027	$30,000.00

The annual fee shall be paid in two (2) equal installments with each such installment due August 1 and September 1 of each year. In the event Jet Express subleases the Sandusky Dock as provided for in paragraph 10, Jet Express shall, in addition to the Annual Fees outlined above, pay to the City fifty percent (50%) of the lease fees derived by Jet Express as a result of such sublease.

The payment of these fees to the City shall be according to a schedule as mutually agreed.

Jet Express shall pay a monthly fee of $200 for the months of June, July, August and September for a total of $800 for water service. The fees shall be paid by the 30th day of each month. Electric service fees shall be in accordance with the provisions stated above in Section 2(b).

7. Relationship. The relationship between the parties hereto is solely that of licensee and licensor and the City is not, and never shall be, liable to any invitee, customer or creditor of Jet Express or to any claimant against the estate or property of Jet Express for any debt, loss, contract or other obligation of Jet Express. Jet Express shall have no liability to any invitee, customer or creditor of or claimant against the City for any debt, loss, contract or other obligation of the City.

8. Promotional Material. All promotional and other advertising material used by Jet Express in which the City's name or seal is used, shall be subject to the prior written approval of the City.

9. Transferability. The license hereby granted is nontransferable by Jet Express and shall not be assigned by Jet Express without the prior written approval of the City, which approval shall not be unreasonably withheld with respect to any transfer or assignment of this license to a corporation or other entity solely owned or controlled by Jet Express. Neither this license, nor any right, privilege or interest conferred hereby, shall be transferable by operation of law, by reason of any bankruptcy, insolvency or receivership proceedings, or by reason of any attachment, execution or other judicial process by or against Jet Express. In the event of any of the foregoing, this license and all rights, privileges and interests hereby conferred shall immediately and automatically terminate and revert to the City.

10. Sublease by Jet Express. Jet Express may sublease the Sandusky Dock for purposes similar to that envisioned by this Agreement upon written consent of the City, subject to a modification of the fee schedule as specified in paragraph 6, as may be mutually agreed. Any such sublease shall not relieve Jet Express of any responsibility or obligations contained in this Agreement.

11. Additional Licensee or Sublease by the City. In the event that the City desires to grant an additional license or enter into a sublease for a portion of the Sandusky Dock to another entity, it shall be in accordance with Section 2(e). In the event that sublease or license results in construction by an entity other than the Jet Express at the Sandusky Dock and it substantially

impacts the Jet Expresses business operations, the City agrees to use good faith efforts to negotiate an alternative premises for and with the Jet Express that will reasonably accommodate the Jet Expresses operational needs should the original premise no longer be available during the Term of the License. Upon the substantial completion of construction activity at the Sandusky Dock, the Jet Express will have the right to return to the original Sandusky Dock.

12. Termination by the City. The City may terminate this license as of any time during the term of the Agreement by giving thirty (30) days written notice of such termination to Jet Express.

13. Indemnification of the City. Jet Express shall and does hereby assume all risks of loss for injury or damage to the Sandusky Dock and to the property or persons of all officers, agents, employees, invitees or customers of Jet Express or other persons who enter upon the premises controlled or used by Jet Express where such loss, injury or damage to property or persons arises out of or is incident to the operations of Jet Express, and does hereby agree to indemnify and save the City and its affiliates, as well as their elected officials, employees, and agents harmless of and free from any and all claims, damages, suits, judgments, costs and expenses on account of any such loss, injury or damage.

14. Removal by Jet Express on Termination. Upon the expiration or termination of this Agreement for any reason, this license shall become wholly null and void and neither party shall have any obligation or liability to the other party except for such obligations and liabilities as have accrued prior to the effective date of such expiration or termination. Upon the expiration or termination of this license, Jet Express, at its expense, shall remove all its personal property used in the operation of the cruise business from the Sandusky Dock and restore the Sandusky Dock to their former condition, normal wear and tear excepted. Jet Express may continue to occupy the premises of the Sandusky Dock for reasonable periods (not to exceed 14 days) necessary to wind-down its operations and remove such property.

15. Encumbrances. Jet Express understands and recognizes that the City may from time to time, if leased to another entity, permit mortgages or other encumbrances upon the Sandusky Dock premises. It is agreed that any such mortgage or encumbrance shall be prior and superior to the interest of Jet Express hereunder, but that the City shall use its best efforts to preserve any rights of Jet Express hereunder.

16. Notices. All notices under this Agreement shall be in writing and shall be sufficient in all respects if given in writing, addressed and delivered or mailed first-class postage prepaid as follows:

To the City:

City of Sandusky
Attn: City Manager
240 Columbus Avenue
Sandusky, OH 44870

And if to Jet Express:

Todd Blumensaadt
Put-in-Bay Boat Line Co.
Attn: Todd Blumensaadt
P.O. Box 69
Put-in-Bay, OH 43456

or to such other address as either party may notify the other party in writing.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior representations, understandings and agreements between them.

18. Ohio Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

19. Waivers. No waiver by the City of any covenant or condition hereof, and no breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of covenant or condition, or permit or excuse its continuance or any further breach thereof or of any other covenant or condition, and the acceptance of fees by the City at any time when Jet Express is in default in the performance or observance of any covenant or condition hereof shall not constitute a waiver of such default or of the City's right to terminate this Agreement for such default.

20. Severability. The invalidity or unenforceability of any provision hereof as determined by a court or other tribunal shall in no way affect the validity or enforceability of any other provision hereof.

21. Binding on Successors. Each of the terms, covenants and conditions of this Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, administrators, executors, successors and assigns.

22. Signatory's Warranty. Each person who executes this Agreement on behalf of a party hereto expressly represents and warrants that such person has full and complete authority from such party to do so.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

Signatures To Follow.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

CITY OF SANDUSKY:

By: _____
John Orzech, City Manager

PUT-IN-BAY BOAT LINE COMPANY:

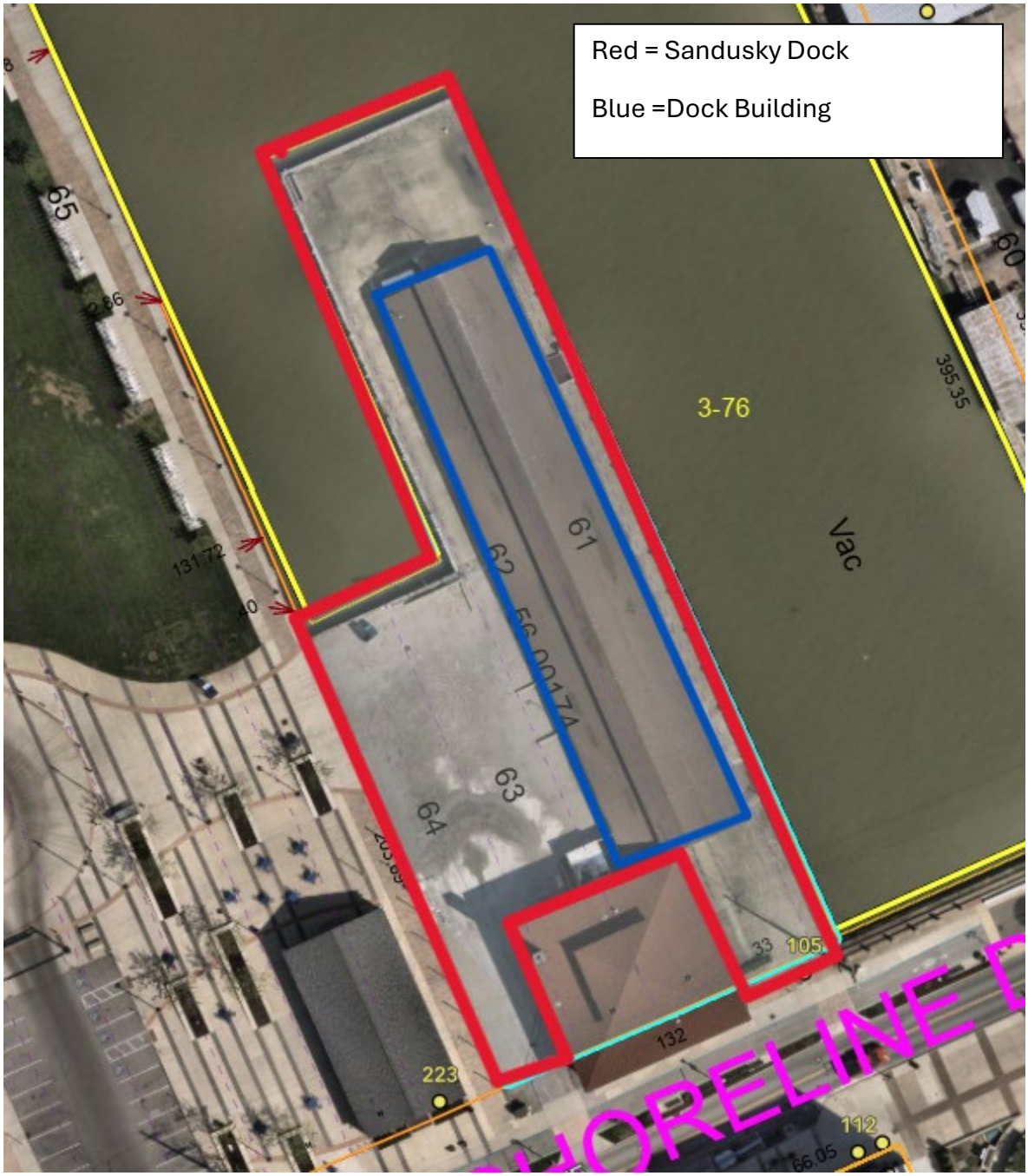
By: _____
(Signature)

_____
(Printed Name & Title)

The legal form of the within instrument
Is hereby approved.

_____
Melanie J. Murray #0105628
Assistant Director of Law
City of Sandusky

Exhibit A


Red = Sandusky Dock
Blue =Dock Building
3-76
Vac
61
62
63
64
65
60
395.35
131.72
105
132
223
112
66.05

COMMUNITY DEVELOPMENT DEPARTMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: October 28, 2026

Subject: **Commission Agenda Item – Professional Services Agreement for the SS4A Planning & Demonstration Project**

Items for Consideration: Agreement with Burgess & Niple for Professional Services to complete the Safe Streets For All (SS4A) Planning & Demonstration Project

Strategic Plan Alignment: Category: Neighborhoods
Specific Goal(s): Invest in physical enhancements that improve the residents' quality of life
Key Outcomes: Provide safe connectivity via all modes of transportation from every neighborhood to the city's various amenities.

Background Information: The City of Sandusky adopted the Bicentennial Vision in February of 2016 and the Strategic Plan in November of 2024. Goals in both plans included neighborhood investment that would improve the quality of life for residents. This included safe connectivity for ALL Sanduskians from their homes to the various amenities through the City, such as parks, schools, the waterfront, the Sandusky Bay Pathway, restaurants, religious institutions, etc.

In September 2025, the city adopted the Safe Street for All (SS4A) Action Plan, documenting existing conditions analysis, community engagement, equity considerations, and future project recommendations. To aid in the implementation of SS4A Action Plan, the city applied for and was awarded $600,000 in additional grant dollars (with a $150,000 in matching city dollars from Capital Project funds, over three years) for supplemental planning and demonstration projects, accepted via resolution 039-24R.

The SS4A Planning & Demonstration Project will create specific policies and test demonstration projects to identify what types of safety improvements are most affective and beneficial to Sandusky neighborhoods.

The "Planning" portion will include additional existing conditions analysis, staff engagement, and community engagement to develop a Citywide Complete Streets Standards and Traffic Calming Toolkit. This will include traffic safety and transportation improvements appropriate and specific Sandusky streets, with a decision-making framework to identify how and where to implement them. The process will also include citywide community engagement and speed management education. Further, the planning portion will identify and include preliminary design of a series of temporary improvement project to install and test.

The "Demonstration" portion of the project will include final design, testing, and final reporting on a series of temporary projects across the city. These temporary installations will allow the city to implement traffic calming and safety improvement measures while documenting observations and data to know whether they were

effective. The final documentation will show what measures worked best and why, so we are making informed decisions when planning and designing for permanent improvements.

A Request for Qualifications (RFQ) was issued for the SS4A Planning & Demonstration Project in which six (6) qualification packages were received and evaluated by a selection committee and based upon their experience and past performance with similar SS4A projects, project approach and schedules, and strength of manager and key teams, Burgess & Niple, Inc. of Columbus, Ohio, was selected as the most qualified

An "If Authorized" segment of the contract with Burgess & Niple will allow the consultant team to support the city through the construction administration of the temporary demonstration projects, if the city determines this would be beneficial during the construction phase.

The SS4A grant award includes budget for construction, which will be awarded as a separate contract when final design is complete.

Budgetary Information: The cost of the professional services is $364,798.16 of which $291,838.52 (80%) will be paid with U.S. Department of Transportation and the remaining balance of $72,959.64 (20%) will be paid with Capital Projects funds. The remaining funding from the $750,000 project ($385,201.84 including city match) will be retained for construction.

Action Requested: It is requested that an ordinance authorizing a Professional Services agreement between the City of Sandusky and Burgess & Niple in the amount of $364,798.16 be approved and that the necessary legislation be passed under Section 13 of the City Charter in order to proceed with the project.

I concur with this recommendation:

_____	_____
John Orzech	Colleen Gilson
City Manager	Director of Community Development

cc: Law Director; Finance Director; Clerk of the City Commission

CERTIFICATE OF FUNDS

In the Matter of: Safe Streets for All

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 #24-6871-53000 & 431-6200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/5/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BURGESS & NIPLE FOR THE SAFE STREETS FOR ALL (SS4A) PLANNING & DEMONSTRATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

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 and ratified the filing 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 by Resolution No. 039-24R, passed on September 23, 2024, and subsequently was awarded funds in the amount of $600,000.00, which requires a matching share of $150,000.00; and

WHEREAS, the City Commission adopted the Safe Streets and Roads for All Action Plan for the City of Sandusky by Ordinance No. 25-234, passed on September 22, 2025; and

WHEREAS, the SS4A Planning & Demonstration Project involves creating specific policies and test demonstration projects to identify what types of safety improvements are most effective and beneficial to Sandusky neighborhoods consistent with the adopted Action Plan and includes the following three (3) tasks:

Task 1 – Supplemental Planning - $242,491.56
Task 2 – Final Design - $107,244.00; and
Task 3 – Construction & Grant Administration Support (if authorized) – $15,062.60; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the SS4A Planning & Demonstration Project in which six (6) qualifications were received and evaluated by a selection committee and based upon their experience and past performance with similar SS4A projects, project approach and schedules, and strength of manager and key teams, Burgess & Niple, Inc. of Columbus, Ohio, was selected as the most qualified; and

WHEREAS, Burgess & Niple, Inc. will be performing professional services for the SS4A Planning & Demonstration Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost for the professional services is $364,798.16 of which $291,838.52 (80%) will be paid with U.S. Department of Transportation and the remaining balance of $72,959.64 (20%) will be paid with Capital Projects funds; and

WHEREAS, in that it is deemed necessary in order to provide for the 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 of the City of Sandusky, Ohio 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 an agreement with Burgess & Niple, Inc. of Columbus, Ohio, for Professional Services for the SS4A Planning & Demonstration Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and 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 the objectives and requirements of this Ordinance at an amount **not to exceed** Three Hundred Sixty-Four Thousand Seven Hundred Ninety-Eight and 16/100 Dollars ($364,798.16).

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026 (effective after 30 days)

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _____, 2026, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Community Development designated below or successor (the "The Director"), and Burgess & Niple, Inc. 300 Rush Alley, Suite 700, Columbus, OH 43215 (the "The Consultant"), whose contact person and address are set forth below.

WHEREAS, the City Commission approved the adoption of the Safe Streets for All Action Plan by Ordinance No. 025-234, passed on September 23, 2025; and

WHEREAS, the City Commission approved 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 and Roads for All Action Plan by Resolution No. 039-24R, passed on September 23, 2024; and

WHEREAS, this additional grant funding (Federal Award No. 693JJ32640507) has been secured with a signed agreement on May 6, 2026 to expand on the planning efforts started in the SS4A Plan, primarily for the creation of complete streets standards and traffic calming toolkit, community engagement and speed management education, and for temporary demonstration infrastructure; and

WHEREAS, On July 30, 2026, the City issued Requests for Qualifications ("RFQ") for the Safe Streets For All Planning & Demonstration Project; and

WHEREAS, Consultant, was selected as the most qualified firm through a selection process and submitted a proposal dated October 23, 2026, which is marked Exhibit "A" and is attached to this Agreement and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the City and the Consultant thereafter negotiated this Agreement to set forth their mutual understandings and agreements concerning Consultant's provision of the services; and

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional services for the following project (the "Project"):

Project Name:	SS4A Planning & Demonstration Grant
Director of Community Development:	Colleen M. Gilson
Address:	Department of Community Development City of Sandusky 240 Columbus Ave

EXHIBIT "1"

	Sandusky, Ohio 44870
Consultant:	Burgess & Niple, Inc.
Contact:	c/o Brian Toombs, Authorized Representative
Address:	300 Rush Alley, Suite 700 Columbus, Ohio 43215

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Consultant agree as follows:

ARTICLE 1. RESPONSIBILITIES OF CONSULTANT

1.1. Consultant's Services

1.1.1. Recitals. The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.

1.1.2. Scope of Services; Applicable Law. The Consultant shall provide professional services described in the Scope of Services, a copy of which is attached to this Agreement, Marked as Exhibit "A", and is specifically incorporated as if fully rewritten herein. The Consultant shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

The Consultant shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

EXHIBIT "1"

1.1.3. Timeliness; Standard of Care. The Project Schedule is included in the Scope of Services. The Consultant shall perform the Consultant's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.4. Non-Discrimination. The Consultant represents that the Consultant is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.5. Consultants. The Consultant may provide services through one or more consultants employed by the Consultant (the "Consultants"); provided, however, the Consultant shall remain responsible to the City for all duties and obligations of the Consultant under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of

the Consultant, no Consultant shall be retained upon terms inconsistent with this Agreement. The Consultant shall provide the Chief Planner with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the Chief Planner, the identity of any Consultant and the extent of such Consultant's participation in performing the Consultant's services shall not be altered without the written consent of the Chief Planner. Upon the request of the City, the Consultant shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Consultant or directly to the Consultant with notice to the Consultant.

1.1.6. Ethics Laws. The Consultant represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.7. Limitation of Authority. The Consultant shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Consultant shall have authority to act on behalf of the City only to the extent provided herein. The Consultant's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

EXHIBIT "1"

ARTICLE 2. SCOPE OF CONSULTANT'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Consultant shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Consultant shall not be compensated for any of the following services made necessary by the act or omission of the Consultant or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Consultant.

4.3. **City's Requirements**. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Consultant shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Consultant may not rely upon, information from third parties.

4.4. **Authorized Representative.** The City has designated the Director or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the Director is absent or unavailable, the City's Chief Planner shall serve as the City's Authorized Representative.

4.5. **Notice to Consultant.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Consultant.

4.6. **Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Consultant.

ARTICLE 5. COMPENSATION

5.1. **Direct Personnel Expense**

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Consultant or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Consultant's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Consultant's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Consultant.

5.1.3. Limit. The Consultant shall use all reasonable means to minimize Direct Personnel Expense.

5.2. **Reimbursable Expenses**

EXHIBIT "1"

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Consultant or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Consultant and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Consultant shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Consultant and all Consultants, the City shall pay the Consultant a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of Three Hundred Sixty-Four Thousand, Seven Hundred Ninety-Eight and Sixteen Cents ($364.798.16). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Consultant and any Consultants in accordance with Article III, the City shall pay the Consultant Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Consultant, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Consultant's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Consultant's employees at the principal office, branch offices and the field office, general operating expenses of the Consultant's principal office, branch offices and the field office, any part of the Consultant's capital expenses, including interest on the Consultant's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Consultant, the Consultant's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Consultant and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Consultant agrees to timely submit monthly invoices to the Department of Planning for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Consultant within thirty (30) days of receipt of the monthly invoice from Consultant.

EXHIBIT "A"

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Consultant. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Consultant. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Consultant shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Consultant and approved in writing by the City, the Consultant shall carry and maintain at the Consultant's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;

b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:

   i. General Aggregate Limit: $2,000,000
   ii. Each Occurrence Limit: $1,000,000 each occurrence;

c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than $1,000,000.

d. Consultant shall name the City as an additional insured under its commercial general liability policy and provide proof of such coverage upon request.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Consultant, the Consultant shall maintain insurance to protect against claims arising from the performance of the Consultant's services caused by any negligent acts, errors, or omissions for which the Consultant is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Consultant, such Professional Liability Insurance shall be in an amount not less than $1,000,000 per claim and in the annual aggregate. The Consultant shall endeavor to keep such insurance in effect for so long as the Consultant may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a

EXHIBIT "1"

claims-made basis, such insurance shall have a retroactive date no later than the date on which the Consultant commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Consultant shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Consultant Generally. To the fullest extent permitted by law, the Consultant shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Consultant's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Consultant shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant is legally liable. The Consultant shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

EXHIBIT "1"

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Consultant may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. **Notice and Filing of Requests**. Any request by the Consultant for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Consultant to timely make such a request shall constitute a waiver by the Consultant of any request for such fees and expenses.

7.3. **Request Information**. In every written request filed pursuant to Paragraph 7.2, the Consultant shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. **Meeting with Authorized Representative**. If the Consultant files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Consultant. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. **Appeal to City Manager.** If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Consultant may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Consultant an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. **Delegation**. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. **Performance**. The Consultant shall proceed with the Consultant's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Consultant and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. **Termination of Agreement**

EXHIBIT "1"

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Consultant shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Consultant within ten (10) days of receipt of the Consultant's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Consultant. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Consultant.

8.1.2. Consultant's Remedies Upon Termination by City Without Cause or Upon Termination by Consultant. In the event of a termination which is not due to the failure of the Consultant to perform in accordance with the terms of this Agreement, the Consultant shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Consultant shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Consultant's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Consultant to perform in accordance with the terms of this Agreement, the Consultant shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Consultant shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Consultant's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Consultant, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Consultant agree that any services are to be performed for the Project by the Consultant after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

EXHIBIT "1"

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Consultant by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Consultant shall be cumulative and shall be in addition to any other remedy given to the Consultant hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Consultant hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Consultant or Consultant. Such drawings or other documents shall not be used by the City or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Consultant, as applicable. If an event occurs for which the Consultant may be liable, the City shall notify the Consultant of such event as soon as practical after such event and shall provide access to the Project to the Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Consultant's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Consultant in connection with or relation to the Project shall remain the property of the Consultant and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Consultant.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Consultant shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

EXHIBIT "1"

9.3. **Records**. The records of all of the Consultant's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Consultant related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. **Successors and Assigns**. The City and the Consultant, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Consultant shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. **Extent of Agreement**

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Consultant and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Consultant and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. **Governing Law**

9.6.1. **Governing Law and Venue**. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum. Venue for any action arising under or related to this Agreement shall lie exclusively in the Court of Common Pleas of Erie County, Ohio.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. **Notices**

EXHIBIT "1"

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Consultant at _____. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Consultant shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Consultant may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Consultant and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Consultant, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Burgess & Niple, Inc.

By: _____
Brian Toombs
Authorized Representative

CITY OF SANDUSKY, OHIO

By: _____
John Orzech
City Manager

EXHIBIT "1"

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

_____
Stewart Hastings
Law Director

CERTIFICATE OF FUNDS

In the matter of: _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement 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 the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2026

CITY OF SANDUSKY, OHIO

By:_____
Michelle Reeder, CPA
Finance Director

_____ _____
Account Number Not to Exceed Amount

EXHIBIT "1"

SCOPE OF WORK

Task 1 – Supplemental Planning

1.1 Project Management and SS4A Grant Coordination

Burgess & Niple (B&N) will manage the project scope, schedule, budget, consultant team, and coordination with the City of Sandusky. B&N will conduct a virtual kickoff meeting with City staff to confirm project goals, available data and prior studies, decision-making responsibilities, communication protocols, grant requirements, the project schedule, and critical milestones.

B&N will conduct biweekly virtual coordination meetings with City staff throughout the project to review progress, confirm upcoming decisions, identify needed information, and coordinate planning, engagement, environmental review, design, procurement, construction, and evaluation activities.

B&N will prepare monthly progress reports documenting work completed, upcoming activities, schedule status, budget status, decisions, and action items.

B&N will support the City's Safe Streets and Roads for All (SS4A) grant administration by providing the project information needed for quarterly progress reporting, documenting project milestones and eligible expenditures, and coordinating project compliance items with the City and applicable federal agencies.

Deliverables and Meetings:

- Virtual kickoff meeting
- Virtual biweekly coordination meetings
- Monthly progress reports
- Documentation needed to support the City's SS4A quarterly reporting
- Participation in calls with FHWA as-needed

1.2 Existing Conditions and Previous Planning Review

B&N will review Sandusky's adopted Safe Streets Action Plan and the transportation, comprehensive, neighborhood, bicycle and pedestrian, transit, capital improvement, and development plans provided by the City.

B&N will compile and review available crash, speed, traffic volume, pedestrian and bicycle, roadway, land use, transit, parking, and related data needed to define existing conditions and identify opportunities for safety and multimodal improvements.

B&N will document relevant findings, previously identified needs, recommended projects, and implementation considerations in an existing conditions memo. The review will establish the technical foundation for the Complete Streets Standards, Traffic Calming Toolkit, and demonstration projects.

Deliverables and Meetings:

- Existing Conditions Memo

1.3 Citywide Complete Streets Standards and Traffic Calming Toolkit

Street Typology Framework

B&N will review the City's roadway network to understand different street conditions, traffic & multimodal needs, and land use contexts. Based on findings, we will assign street type designations to the roadway network to include in and inform the Complete Streets Standards and Traffic Calming Toolkit. Typical cross sections will be developed for each designation.

Complete Streets Standards and Traffic Calming Toolkit

To build the foundation of the street typology framework and toolkit, Toole Design will facilitate a Focus Group session involving planning, engineering, public works, police, fire, EMS, transit, maintenance, and other applicable departments to review treatment types, identify operational considerations, and establish agreement on what treatment types are most realistic and preferred for the City of Sandusky. B&N will attend the Focus Group.

After this focus group, B&N will work with City staff to identify the traffic calming tools by typology best suited for the City of Sandusky. Recommended countermeasures for the toolkit will draw on federal and state guidance, including FHWA's Proven Safety Countermeasures initiative, Safe System principles, ODOT guidance, and nationally recognized Complete Streets and speed-management best practices.

B&N will develop a Complete Streets Standards and Traffic Calming Toolkit that will include the following:

- Introduction and overview of the street typology framework with definitions and appropriate cross sections for each typology.
- Proposed street elements by typology, including streetscape features.
- Appropriate traffic calming tools for each typology, including guidance on how to choose and prioritize tools for implementation
- A decision-making framework that will include guidance on how to use the document when implementing new or improved street improvements.

The resulting standards and toolkit will be written and designed to be regularly used by City staff as opportunities arise. Key portions of the toolkit will be designed and written with a lay audience, like elected officials, community members, and developers, in mind. This will help staff use those portions to clearly and transparently communicate with these important audiences. The toolkit will be a concise and highly usable resource supported by graphics, typical applications, and decision criteria.

Deliverables and Meetings:

- Street Typology Framework
- Facilitation of one in-person Focus Group Session, including creation of supporting materials for the meeting
- Complete Streets Standards and Traffic Calming Toolkit

1.4 Speed Management Education & Community Engagement

Toole Design will develop an engagement plan to gather input, concerns, and excitement from residents about improving traffic safety in proposed demonstration project areas. The plan will also include ideas about educating people about a variety of speed-management safety countermeasures. The plan will identify recommended locations for pop-up events and opportunities at existing meetings or events for public engagement and identify potential stakeholders to be prioritized in stakeholder engagement. Toole Design will provide a draft plan to B&N & City staff and make updates after one round of consolidated comments to finalize the plan.

Engagement will focus on both gathering input on planning efforts and educating members of the public and key stakeholders about the value speed-management. Methods will include in-person, virtual, and online opportunities. In-person engagement will take place over a three-day period. Public in-person engagement will focus on pop-up locations and existing events, meeting people where they already gather. Toole Design will provide the City of Sandusky with engagement materials, if there is a desire for additional public engagement. Stakeholder engagement will be conducted both in-person and virtually.

Online engagement will also be utilized for public engagement. City staff, key stakeholders, and partners will be encouraged to share online and in-person engagement opportunities through existing communication channels.

The first round of engagement will gather input and provide public education on safety and walkability concerns and on traffic-calming measures that could be applied throughout Sandusky. The first round of engagement will directly inform recommendations for the Complete Streets Standards and Traffic Calming Toolkit. Toole Design will produce engagement materials, such as large posters or a game for in-person pop-up engagement. Toole Design will conduct up to six pop-up events and three stakeholder meetings, (or engagements of equivalent effort) over a three-day period. Pop-up events are assumed to be approximately 1.5 hours in duration and stakeholder meetings are assumed to average 45 minutes. B&N will attend one day of engagement events/stakeholder meetings. Toole Design will also provide engagement materials to City staff or other champions to utilize at additional locations or events.

Toole Design will provide a memorandum summarizing round one engagement outcomes.

Deliverables and Meetings:

- Engagement Plan (draft and final)
- Engagement materials, including materials to use at additional events
- Three in-person days of community and stakeholder engagement including up to 6 pop-up locations and three stakeholder meetings, or engagements of equivalent effort
- Online engagement
- Summary Memorandum of round one engagement outcomes

1.5 Demonstration Project Screening and Selection

Using recommendations from the Safe Streets Action Plan, available safety and operational data, staff knowledge, community input, and the newly developed Complete Streets Standards and Traffic Calming Toolkit, B&N and Compass will identify and evaluate candidate demonstration locations.

B&N will establish transparent screening criteria that consider:

- Documented safety and speeding concerns
- Benefits to pedestrians, bicyclists, transit users, and other vulnerable road users;
- Community context and support
- Ability to test traffic calming treatments applicable elsewhere in Sandusky
- Constructability and compatibility with existing infrastructure
- Right-of-way, utility, drainage, environmental, and permitting constraints
- Maintenance and emergency response considerations
- Ability to deliver meaningful improvements within the available construction budget

B&N will prepare a screening matrix showing the evaluation and relative priority of each candidate. B&N will review the results with the City and document the locations and treatments selected by the City for advancement.

For the selected locations, B&N will prepare a General Concept Plan that identifies the proposed treatments, the safety issue addressed at each location, the purpose of each demonstration, and planning-level cost considerations. This concept plan will be delivered as pdf map and an interactive web map with an accompanying description by location.

B&N will develop a measures of effectiveness framework to define the data and observations needed to assess each treatment after implementation.

Deliverables and Meetings:

- Demonstration project screening criteria and candidate location matrix
- General Concept Plan (PDF & interactive)
- Measures of effectiveness framework

1.6 Design Concept Refinement and Field Verification

After the City approves the demonstration projects, B&N will refine the General Concept Plan into concept-level designs suitable for environmental review, cost estimating, and advancement to final design.

B&N & Compass will conduct up to one field visit and collect supplemental data needed to verify existing roadway geometry, utilities, drainage, signs, pavement markings, accessible routes, traffic-control devices, parking, right-of-way constraints, and other physical conditions that affect the proposed improvements. B&N will document identified constraints and revise the proposed treatments to address field conditions.

B&N will meet with the City to confirm the design approach, anticipated construction method, and required plan format for each selected demonstration project. B&N will then prepare refined Design Concept Plans for City review.

Deliverables and Meetings:

- One field visit
- One virtual concept design coordination meeting
- Draft Design Concepts Plan

1.7 NEPA, Permitting, and Right-of-Way Coordination

B&N will initiate coordination with the City and FHWA early in the planning process to confirm the National Environmental Policy Act (NEPA) documentation and approval requirements for the selected demonstration projects. B&N will prepare the project information and supporting documentation required for NEPA review and will respond to agency comments within the scope of the selected projects.
B&N will identify permits, approvals, utility coordination, and right-of-way certifications required for each demonstration project. B&N will maintain a compliance and approvals log that identifies each requirement, responsible party, submittal date, review status, and action needed. B&N will notify the City of issues that could affect design, bidding, or construction and will coordinate their resolution with the City and applicable agencies.

Deliverables:

- NEPA documentation and supporting project information
- Coordination and meetings with FHWA

Task 2 – Final Design

2.1 Pre-Implementation Communication and Stakeholder Coordination

The second round of engagement will introduce the Design Concepts Plan to refine concepts and build support before final design and implementation of demonstration projects. In addition to gathering input, this round of engagement will communicate proposed changes, why demonstration projects are being installed, and what users should expect.
In-person, virtual, and online engagement methods will be utilized.

Toole Design will make updates to the online engagement method and produce engagement materials for in-person events. Toole Design will conduct up to six pop-up events and three stakeholder meetings, (or engagements of equivalent effort) over a three-day period. Pop-up events are assumed to be approximately 1.5 hours in duration and stakeholder meetings are assumed to average 45 minutes. Toole Design will also provide engagement materials to City staff or other champions to utilize at additional locations or events.

Deliverables and Meetings:

- Engagement materials, including materials to use at additional events
- Three in-person days of community and stakeholder engagement including up to 6 pop-up locations and three stakeholder meetings, or engagements of equivalent effort
- Online engagement
- Summary Memorandum of round two engagement outcomes

2.2 Final Design and Bid Documents

After the required environmental clearance is obtained, B&N will prepare final plans, technical specifications, quantities, engineer's construction cost estimates, bid forms, and other technical bidding documents needed to construct the selected demonstration projects.

The documents will address the elements applicable to the selected treatments, including roadway geometry, traffic control, signing and pavement markings, pedestrian and bicycle facilities, ADA improvements, maintenance of traffic, drainage, and supporting construction details. B&N will prepare the documents to provide contractors with sufficient information for consistent bidding and construction.

B&N will submit an intermediate design package for City review and conduct a design review meeting with City staff. B&N will resolve one consolidated set of City comments and prepare the final bid package. Compass Infrastructure Group will conduct independent quality assurance and quality control reviews of the intermediate and final design packages. B&N will document the resolution of QA/QC comments before each submission.

Deliverables and Meetings:

- Intermediate design package and engineer's construction cost estimate
- One virtual intermediate design review meeting
- Final plans, specifications, quantities, engineer's construction cost estimate, bid forms, and technical bidding documents

2.3 Bidding Support

Our team will support the City during procurement by responding to technical questions, preparing clarifications or addenda as necessary, and assisting with evaluation of bids or other requested technical information. Throughout Task 2, we will continue supporting SS4A grant documentation and coordination, including NEPA communications and quarterly reporting information.

Deliverables and Meetings:

- Written responses to technical bidder questions
- Technical addenda and clarifications
- SS4A reporting documentation for the procurement phase
- Virtual attendance at coordination meetings as needed

2.4 Project Evaluation and Final Report

Following construction and an agreed-upon initial operating period, B&N and Toole Design will evaluate each demonstration project using the measures of effectiveness established under Task 1.5. The evaluation will use available before-and-after data, field observations, and feedback from City staff, community members, and affected stakeholders.

Toole Design will conduct the third round of engagement to gather feedback on user experience, perceived safety, access, operations, and the effectiveness of the installed treatments. Toole Design will produce engagement materials and conduct up to five 1.5-hour pop-up events (or engagements of equivalent effort) over a two-day period. A memo summarizing outcomes will be provided as well as engagement materials for City staff or other champions to utilize at additional locations.

B&N will compare the results with the stated purpose and performance measures for each project and will identify treatments that should be retained, modified, expanded, or avoided in future applications.

B&N will prepare a Final Demonstration Project Report that documents the planning, design, implementation, and evaluation process. The report will include a case study for each demonstration project, before-and-after findings, community feedback, lessons learned, maintenance considerations, and guidance for applying the tested treatments elsewhere in Sandusky.

Deliverables and Meetings:

- Engagement materials for pop-up events and for City staff to use at additional opportunities
- Community engagement at up to 5 pop-up locations over a two-day period, or engagements of equivalent effort.
- Summary Memo of engagement outcomes
- Final Demonstration Project Report

Task 3 – If-Authorized Services

3.1 Construction Administration Support

B&N will remain engaged through construction to preserve the intent of the demonstration designs and help resolve field issues efficiently. Services may include responding to contractor requests for information, reviewing applicable submittals, clarifying design requirements, participating in construction coordination meetings, and assisting the City with evaluation of unforeseen conditions or proposed modifications. B&N will also continue providing information needed for SS4A grant reporting.

Deliverables and Meetings:

- Participation in construction coordination meetings as needed/authorized
- Responses to requests for information
- One site visit as needed

3.2 Grant Administration Support

Our team will continue to support grant administration through the construction and evaluation phases of the process by providing progress reports for quarterly reporting and participating in any needed conversations with FHWA.

Deliverables and Meetings:

- Quarterly grant-reporting information for the construction and evaluation phases
- Documentation of construction and evaluation milestones and eligible expenditures
- Participation in grant-coordination meetings, as needed/authorized

Burgess & Niple
City of Sandusky SS4A Planning & Demonstration Project
Project Scehdule | 10/23/26

	2026		2027												2028												2029	2030
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Task 1: Base Planning																												
1.1 Project Management & SS4A Grant Coordination																												
1.2 Existing Conditions & Previous Planning Review																												
1.3 Citywide Complete Streets Standards &Traffic Calming Toolkit																												
1.4 Speed Management Education & Community Engagement																												
1.5 Demonstration Project Screening & Selection																												
1.6 Concept Refinement & Field Verification																												
1.7 NEPA, Permitting, & Right-of-Way Coordination																												
Task 2: Final Design																												
2.1 Pre-Implementation Communication & Stakeholder Coordination																												
2.2 Final Design & Bid Documents																												
2.3 Bidding Support																												
2.4 Project Evaluation & Final Report																												
Task 3: Construction																												
3.1 Construction Administration Support																												
3.2 Grant Administration Support																												

Burgess & Niple
City of Sandusky SS4A Planning & Demonstration Project
Project Fee | 10/23/26

	B&N Fee	B&N Directs	Toole Fee	Toole Directs	Compass Fee	Total Fee
Task 1: Supplemental Planning						
1.1 Project Management & SS4A Grant Coordination	$ 19,504.00		$ 7,040.00		$ 2,000.00	$ 28,544.00
1.2 Existing Conditions & Previous Planning Review	$ 13,303.00					$ 13,303.00
1.3 Citywide Complete Streets Standards & Traffic Calming Toolkit	$ 38,064.60	$ 1,000.00	$ 6,752.00	$ 125.00		$ 45,941.60
1.4 Speed Management Education & Community Engagement	$ 11,405.60	$ 1,000.00	$ 25,472.00	$ 1,543.00		$ 39,420.60
1.5 Demonstration Project Screening & Selection	$ 23,426.00				$ 4,000.00	$ 27,426.00
1.6 Design Concept Refinement & Field Verification	$ 55,862.00	$ 1,000.00			$ 10,000.00	$ 66,862.00
1.7 NEPA, Permitting, & Right-of-Way Coordination	$ 20,994.36					$ 20,994.36
Task 1 Totals	$ 182,559.56	$ 3,000.00	$ 39,264.00	$ 1,668.00	$ 16,000.00	$ 242,491.56
Task 2: Final Design						
2.1 Pre-Implementation Communication & Stakeholder Coordination	$ 9,116.00	$ 1,000.00	$ 16,569.00	$ 1,543.00		$ 28,228.00
2.2 Final Design & Bid Documents	$ 17,331.00				$ 4,000.00	$ 21,331.00
2.3 Bidding Support	$ 6,678.00					$ 6,678.00
2.4 Project Evaluation & Final Report	$ 39,008.00	$ 1,000.00	$ 9,456.00	$ 1,543.00		$ 51,007.00
Task 2 Totals	$ 72,133.00	$ 2,000.00	$ 26,025.00	$ 3,086.00	$ 4,000.00	$ 107,244.00
Authorized Total	$ 254,692.56	$ 5,000.00	$ 65,289.00	$ 4,754.00	$ 20,000.00	$ 349,735.56
Task 3: If-Authorized Services						
3.1 Construction Administration Support	$ 5,310.60					$ 5,310.60
3.2 Grant Administration Support	$ 9,752.00					$ 9,752.00
If-Authorized Totals	$ 15,062.60	$ -	$ -	$ -	$ -	$ 15,062.60
Authorized & If-Authorized Total	$ 269,755.16	$ 5,000.00	$ 65,289.00	$ 4,754.00	$ 20,000.00	$ 364,798.16

PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: October 29, 2026

Subject: Commission Agenda Item – Ohio Environmental Protection Agency, 2027 Community & Litter Grant Application

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a grant application to the Ohio Environmental Protection Agency (OEPA) for the 2027 Litter Clean-up Events funds to assist with funding litter clean-up events throughout the City and if approved, approval to execute a grant agreement.

BACKGROUND INFORMATION: Staff is asking for the support of City Commission to accept funds, if allocated from a submitted grant application to the OEPA to help off-set costs associated with litter clean-up events throughout the City. Most of the funding would apply toward the Spring & Fall Drop-off days offered to city residents to dispose of any unwanted household items. In addition, we would look to apply funds towards equipment and materials that can be used at the *Love Where you Live* Cleanup events at city parks and main corridors, as well as weekend summer cleanups led by volunteers.

The grant will provide reimbursement of 75% of the eligible funds, with the City matching the remaining 25% with already-approved funds from departmental maintenance budgets. Parks and Public Realm administration will administer the funds toward each program, as well as handle any reporting requirements bound by the grant. If funds are not received, the Spring & Fall Drop-off and litter cleanups will still proceed as planned with full funding through the departmental maintenance budgets.

BUDGETARY INFORMATION: City staff is requesting grant funding of a not-to-exceed cost of $20,000.00 for litter clean up events, of which will initially be paid with City funds and then reimbursed through the grant program of 75% ($15,000). The City's required match of 25% ($5,000) will be paid with funds from Department of Parks & Public Realm's Operational budget.

ACTION REQUESTED: It is recommended that proper legislation be approved and ratified for the submission of grant application to the Ohio Environmental Protection Agency for 2027 Community and Litter Grant Funds be approved, and if awarded, to accept funding. It is further recommended 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 November 6, 2026 deadline.

I concur with this recommendation:

_____
John Orzech,
City Manager

_____
Colleen Gilson
Community Development Director

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND RATIFYING THE SUBMISSION OF AN APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR FINANCIAL ASSISTANCE THROUGH THE 2027 COMMUNITY AND LITTER GRANT PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Environmental Protection Agency's (OEPA) Recycle Ohio Grant program provides grants for communities, nonprofits, businesses and academic institutions initiate or expand recycling programs, encourage sustainable practices, stimulate economic growth and support litter prevention efforts through five different grants; and

WHEREAS, the City desires to submit an application to the OEPA for grant funding through the Community and Litter Grant Program to help off-set costs associated with the City's litter clean-up events throughout the City, which include the Spring & Fall Drop-off days, and funding for equipment and materials for the *Love Where you Live* Cleanup events at City parks, main corridors, as well as weekend summer cleanups; and

WHEREAS, the City will be applying for grant funds in an amount not to exceed $20,000.00 and if awarded, the City's share of $5,000.00 (25%) will be paid with funds from the Department of Parks & Public Realm's operating budget; 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 application submission to the Ohio Environmental Protection Agency submitted by the deadline of November 6, 2026; 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 Parks & Public Realm, 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; 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 an application on behalf of the City of Sandusky to the Ohio Environmental Protection Agency for financial assistance through the 2027 Community and Litter Grant Program and authorizes and directs the City Manager to accept funds, execute any grant agreements, and lawfully expend funds consistent with the application and agreement 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 9, 2026