



SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
APRIL 8, 2019 at 5 p.m.  
CITY HALL, 222 MEIGS STREET

INVOCATION

G. Lockhart

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

D. Waddington, G. Lockhart, N. Twine, D. Murray, W. Poole, N. Lloyd & D. Brady

APPROVAL OF MINUTES

March 25, 2019

AUDIENCE PARTICIPATION

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

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**CONSENT AGENDA ITEMS**

**A. Submitted by Jason Werling, Recreation Superintendent**

**AUTHORIZATION TO SUBMIT GRANT APPLICATION TO ERIE METROPARKS FOR RECREATION DEPARTMENT**

**Budgetary Information:** The Sandusky Recreation Department is applying for all three levels of grant funding with priority to the highest level:

- *Category 1, up to \$1,000* – Funds to assist with the purchase of a Gaga Pit game for use outside the Recreation Department offices at 222 Meigs Street later this summer.
- *Category 2, between \$1,000 and \$3,000* – Funds to assist in the purchase of five park boxes for use with the 50<sup>th</sup> anniversary of the city's playground program. The boxes will store playground equipment and games during the summer program between the months of June and August.
- *Category 3, over \$3,000 but not to exceed \$10,000* – Funds to assist in the purchase of a shade structure and seating as part of the Huron Park playground installation scheduled for later this year.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed authorizing the submission of a grant application to the Erie MetroParks Board of Park Commissioners for financial assistance through the 2019 local park capital improvement grant program for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

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**B. Submitted by Rick Wilcox, Fire Chief**

**AGREEMENTS FOR EQUIPMENT AND TRAINING**

**Budgetary Information:** This will not impact the budget as there is no cost involved.

1. **ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year agreement with Ehope Career Center for the use of city facilities and equipment at the Sandusky Central Fire Station for the period of January 1, 2019, through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
2. **ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year agreement with LifeCare EMS Training Academy for the field internship training program and use of city facilities and equipment at the Sandusky Central Fire Station for the period of January 1, 2019, through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.
3. **ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year agreement with Vanguard-Sentinel Adult Career Centers for the use of city facilities and equipment at the Sandusky Central Fire Station for the period of January 1, 2019, through December 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**C. Submitted by John Orzech, Police Chief**

**ANNUAL PAYMENT TO LEXIPOL, LLC FOR SUBSCRIPTION COSTS**

**Budgetary Information:** The total cost for the annual subscription costs with Lexipol is \$13,518. The costs of the annual subscription will be paid from the Police Department's operating budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to Lexipol, LLC of Frisco, Texas, for the annual subscription fee for policy manual updates and daily training bulletin services for the period of April 1, 2019, through March 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Matt Lasko, Chief Development Officer

ADDENDUM TO LEASE AGREEMENT WITH OWEN SOUND TRANSPORTATION FOR USE OF JACKSON STREET PIER

**Budgetary Information:** The city shall receive a one-time payment of \$11,035.08 due and payable on or before July 29, 2019 for calendar year 2019. All revenues are to be deposited into the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a sixteenth addendum to the lease agreement between the city and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Aaron Klein, Director of Public Works

EASEMENT AGREEMENT WITH RICK & MEGAN HOGREFE FOR WAGNER BUILDING, LLC

**Budgetary Information:** There will be no impact on the city’s budget to approve this easement.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to grant an access easement to Wagner Building, LLC, for the purpose of general access to 246 East Market Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Nicole DeFreitas, Transit Administrator

PURCHASE OF TWO TRANSIT VEHICLES FROM BUS SERVICE, INC.

**Budgetary Information:** The purchase of two light transit vehicles will impact the capital replacement fund in the amount of \$23,084, or twenty percent of the total vehicle cost which is \$115,418.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase two light transit vehicles from Bus Service, Inc., of Canal Winchester, Ohio, through the State of Ohio Department of Transportation cooperative purchasing program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Jane Cullen, Assistant City Engineer

CONTRACT AWARD TO NORTH BAY CONSTRUCTION, INC. FOR IMPROVEMENTS TO PIER TRACK AND FARWELL PUMP STATIONS

**Budgetary Information:** The estimated cost of the project, including inspection, advertising and miscellaneous costs is \$3,027,688.40 and be paid with sewer funds. The City Commission approved Resolution 048-18R on October 22, 2018, to file an application with the Ohio Environmental Protection Agency for a loan through the Ohio Water Pollution Control loan fund. The loan will be used at a zero percent interest rate for a maximum term of twenty years. In addition to this loan, the city will seek appropriate reimbursement from Erie County as per the terms of the existing sewer services agreement and associated amendments. Currently, Erie County’s share is 55% for the Farwell pump station and 48% for the Pier Track pump station.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with North Bay Construction, Inc. of Westlake, Ohio, for the pier track pump station and Farwell pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Jane Cullen, Assistant City Engineer

LOAN AGREEMENT WITH OHIO EPA FOR IMPROVEMENTS TO PIER TRACK AND FARWELL PUMP STATIONS

**Budgetary Information:** The total cost associated with the loan will be as follows:

Engineering costs with Jones & Henry Engineers	\$230,000.00
Construction costs with North Bay Construction	\$2,752,444.00
Ten percent project contingency	<u>\$275,244.40</u>
<b>TOTAL</b>	<b>\$3,257,688.40</b>

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving a Water Pollution Control loan fund agreement between the City of Sandusky, the Ohio Environmental Protection Agency and the Ohio Water Development Authority to finance the cost of the pier track pump station and Farwell pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Jeff Keefe, Project Engineer**

**AUTHORIZATION TO BID MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER & PUMP STATION PROJECT**

**Budgetary Information:** The total estimated cost of the project, including construction, engineering, inspection, advertising and miscellaneous costs is \$1,840,000 with \$175,000 to be paid with Issue 8 funds from the capital projects fund, \$175,000 to be paid with Ohio Public Works Commission loan funds, and it is anticipated the city will apply for a low interest Ohio Water Development Authority loan after bid opening to fund the remaining balance of \$1,490,000.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed McCartney Road reconstruction, storm sewer and storm pump station project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Matt Lasko, Chief Development Officer**

**CONTRACT WITH BARNES NURSERY FOR ASBESTOS ABATEMENT AND DEMOLITION OF 624 CAMP STREET**

**Budgetary Information:** The project cost based on the bid, including advertisement and miscellaneous costs is \$19,232. This project will be paid for with \$19,232 of removal of unsafe building funds. The owner will then be billed the full cost of the demolition. If the bill remains unpaid, the full cost of the demolition will be certified to the tax duplicate.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Barnes Nursery of Huron, Ohio, for the asbestos abatement and demolition of 624 Camp Street project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #6 – Submitted by Matt Lasko, Chief Development Officer**

**AMENDMENT TO AGREEMENT WITH MANNIK & SMITH GROUP FOR BROWNFIELDS**

**Budgetary Information:** The Brownfields grant will fund one hundred percent of this contract which will be split between petroleum and hazardous funding as site restrictions apply.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the agreement with Mannik & Smith Group, Inc., of Beachwood, Ohio, for professional environmental services in conjunction with the US EPA brownfields grant received from the U.S. Environmental Protection Agency; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**ITEM TABLED:** Authorization to bid 2018 Cedar Point Chaussee Water Tower

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye Broadband broadcasts on Channel 76:**

Monday, April 8 at 8:30 p.m.

Tuesday, April 9 at 5 p.m.

Monday, April 15 at 8:30 p.m.

**Online:**

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play” 



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Jason Werling, Recreation Superintendent,  
Date: March 27, 2019  
Subject: Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Requesting legislation approving the submission of a grant application to the Erie MetroParks 2019 Local Park Capital Improvement Grant Program for the Recreation Department.

### **BACKGROUND INFORMATION:**

- Erie MetroParks Local Park Capital Improvement Grant Program occurs annually and includes three funding level categories: grants under \$1,000, grants between \$1,000-3,000 and grants requests higher than \$3,000.

### **BUDGETARY INFORMATION:**

The Sandusky Recreation Department is applying for all three levels of grant funding with priority to the highest level.

Category 1 (Up to \$1,000)- Funds to assist the purchase of a Gaga Pit game for use outside the Recreation Department's offices at 222 Meigs Street later this summer.

Category 2 (between \$1,000 and \$3,000)- Funds to assist in the purchase of five park boxes for use with the 50<sup>th</sup> anniversary of the city's Playground Program. The boxes will store playground equipment and games during the summer program between the months of June and August.

Category 3 (Over \$3,000, not to exceed \$10,000)- Funds to assist in the purchase of a shade structure and seating as part of the Huron Park playground installation scheduled for later this year.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval of the application to be submitted to Erie MetroParks. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the grant application to the Erie MetroParks Board of Park Commissioners by the deadline of April 26, 2019.

I concur with this recommendation.

Approved:

\_\_\_\_\_  
Jason Werling, Recreation Superintendent

\_\_\_\_\_  
Eric Wobser, City Manager



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ERIE METROPARKS BOARD OF PARK COMMISSIONERS FOR FINANCIAL ASSISTANCE THROUGH THE 2019 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Erie MetroParks reinstated a Local Parks Capital Improvement Grant program for the purpose to improve local outdoor recreation opportunities in Erie County and the program is administered by the Erie MetroParks Board of Park Commissioners; and

**WHEREAS**, the Erie MetroParks Local Parks Capital Improvement Grant is an annual grant program which provides three (3) funding level categories as follows: Category 1 (less than \$1,000), Category 2 (\$1,000 up to \$3,000), and Category 3 (more than \$3,000); and

**WHEREAS**, the City of Sandusky desires to submit a grant application for funding available through the 2019 Erie MetroParks Local Park Capital Improvement Grant Program for the following projects:

- Category 1 funding for the purchase of a Gaga Pit game to be used outside the Recreation Department office;
- Category 2 funding to assist in the purchase of five (5) park boxes for use with the 50<sup>th</sup> Anniversary of the City's Playground Program to store playground equipment and games during the Summer Program between the months of June and August;
- Category 3 funding to assist in the purchase of a shade structure and seating as part of the Huron Park playground installation scheduled for later this year; 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 Erie MetroParks Board of Park Commissioners by the deadline of April 26, 2019; 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 Recreation, 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 the submission of a grant application to the Erie MetroParks Board of Park Commissioners for financial assistance through the 2019 Local Park Capital Improvement Grant Program and agrees to cooperate for the purpose of increasing and improving outdoor recreation opportunities under the terms and conditions of the 2019 Local Park Capital Improvement Grant Program.

Section 2. This City Commission authorizes and directs the City Manager to provide all information and documentation required for possible financial assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 3. 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 4. 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 5. 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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019

March 25, 2019

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting a resolution authorizing the City Manager to enter into a three (3) year agreement with Vanguard-Sentinel Adult Career Centers of Sandusky County, Ehope Career Center of Erie County and Lifecare EMS Training Academy of Lorain County for the period of January 1, 2019 through December 31, 2021.

**BACKGROUND INFORMATION:** The City of Sandusky Fire Department has a longstanding, positive working relationship with Vanguard-Sentinel Adult Career Centers, Ehope Career Center, and Lifecare EMS Training Academy. For years the city has allowed students of all training levels to gain valuable on the job experience alongside fire department members. This invaluable on the job experience gives the students the knowledge and skills necessary to join the professional work force upon them gaining the appropriate certifications. The fire department benefits from these students and their time as it serves as an evaluation tool for potential employment down the road. The Sandusky Fire Department employs many students of these programs.

**BUDGETARY INFORMATION:** This will not impact the budget, as there is no cost involved.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared for the proposed agreement with Vanguard-Sentinel Adult Career Centers, Ehope Career Center and Lifecare EMS Training Academy. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement as the previous agreement expired on December 31, 2018.

Approved:

I concur with this recommendation:

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Rick Wilcox, Fire Chief

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Eric Wobser, City Manager

CC: Eric Wobser, City Manager  
Trevor Hayberger, Law Director  
Kelly Kresser, Commission Clerk  
Hank Solowiej, Finance Director  
John Orzech, Acting Safety Services Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH EHOVE CAREER CENTER FOR THE USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky has a longstanding, positive working relationship with EHOVE Career Center (EHOVE) through their Public Safety Training Program; and

**WHEREAS**, an integral component of the mutually beneficial relationship between the Sandusky Fire Department and EHOVE is the intermittent utilization of the Fire Department's facilities and equipment by EHOVE during some aspects of their Public Safety Training Program and requires EHOVE to obtain prior approval from the Fire Department for specific dates and times of utilization; and

**WHEREAS**, the City for years has allowed EHOVE to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2018; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both EHOVE and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by EHOVE in conjunction with their Public Safety Training 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 immediately execute the agreement and allow EHOVE to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired on December 31, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year Agreement with EHOVE Career Center for the use of City facilities and equipment at the Sandusky Central Fire Station for the period of January 1, 2019, through December 31, 2021, substantially in the same form as Exhibit "1", a

copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## **AGREEMENT FOR THE USE OF CITY FACILITIES AND EQUIPMENT**

This Agreement made on and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio, 44870, hereinafter referred to as "SFD" and EHOVE Career Center, 316 West Mason Road, Milan, Ohio 44846, hereinafter referred to as "School".

**Whereas**, the City of Sandusky has a longstanding, positive working relationship with the EHOVE Career Center which has been established between SFD and the School through the School's Public Safety Training Program; and

**Whereas**, an integral component of the mutually beneficial relationship between SFD and the School is the intermittent utilization of SFD's facilities and equipment by the School during some aspects of the Public Safety Training Program and requires the School to obtain prior approval from SFD for specific dates and times of utilization; and

**Whereas**, the purpose of this written agreement is to outline the responsibilities of both the School and SFD should SFD authorize utilization of City facilities and/or equipment for use by the School in conjunction with the School's Public Safety Training Program.

NOW THEREFORE, THE SFD AND THE SCHOOL AGREE AS FOLLOWS:

### **SECTION ONE GRANT OF PERMISSION**

SFD agrees that, subject to and contingent upon the School obtaining prior approval and authorization from SFD as to specific dates and times of utilization, the School and its employees, students, volunteers, guests, and invitees have permission to enter into and utilize certain designated portions of the real property owned by the City known as the Sandusky Central Fire Station, located at 600 West Main Street, Sandusky, Ohio, 44870, together with certain specified equipment.

**The designated portions of SFD's Central Fire Station are as follows:**

**EXHIBIT**

**"1"**

The School's employees, students, volunteers, guests and invitees may utilize the entire Central Fire Station in conjunction with the School's Public Safety Training Program except for the Administrative Offices, sleeping quarters, shower facilities and exercise room.

**The equipment of SFD that may be utilized by the School is as follows:**

Any equipment required to achieve training objectives for classes provided by the School in conjunction with its Public Safety Training Program except for the operation of any motor vehicles, which may only be operated by employees of SFD. All equipment shall be used under proper supervision by a certified instructor teaching the particular class.

**SECTION TWO**  
**TERM / MODIFICATION / TERMINATION**

The term of this agreement shall be for the period commencing January 1, 2019, through December 31, 2021.

This agreement may be modified by the parties at any time but any modification must be in writing and signed by SFD and the School.

Either SFD or the School may terminate this agreement upon sixty (60) days written notification to the other at the following address:

Sandusky Fire Department  
c/o Fire Chief  
600 West Market Street  
Sandusky, Ohio 44870

EHOVE Career Center  
c/o Ben Chaffee  
316 West Mason Road  
Milan, Ohio 44846

**SECTION THREE**  
**OBLIGATIONS**

The School and its employees, agents, volunteers, guests, invitees, and students of the School's Public Safety Training Program agree to the following:

- A. The School shall provide only fully trained and certified instructors appropriate to the specific course and to provide the appropriate number of instructors in compliance with the O.A.C. §4765 –11-03(A)(5).
- B. Utilize the SFD facility and/or equipment safely and appropriately and only in conjunction with the education course being conducted.
- C. Abide by all rules, regulations, and policies of SFD regarding the utilization of the facility and/or equipment.
- D. The School shall repair or pay for repair or replacement for any damage to the facility and/or equipment caused by the use of the facility and/or equipment by the School's employees, agents, volunteers, guests, invitees, or students beyond normal wear and tear.
- E. The School shall require all School students participating in the School's Public Safety Training Program to be conducted at SFD's facility to execute a release and waiver form a copy of which is attached, marked Exhibit "A" and incorporated herein.
- F. The School shall not exclude any student on the grounds of sex, race, creed, or national origin from any of the courses to be conducted at SFD's facility and agrees to comply with the provisions of Title IV of the Civil Rights Act of 1974, however the School reserves the right to withdraw any student (or employee) from SFD's facility who in the School's judgment is or has acted in violation of any of the requirements of this agreement regarding the use of SFD's facility and/or equipment.
- G. The School shall meet with SFD as necessary at a mutually convenient time and place for purposes of implementing and operating consistent with the intent of this agreement.
- H. It is acknowledged and understood by both the School and SFD that some SFD employees are employed by the School in the capacity of instructors for some of the courses offered through the School's Public Safety Training Program and that on those occasions that this Agreement is operative and those individuals are to be considered employees of the School.

SFD and its employees, agents, and officials agree to the following:

- A. Subject to prior approval and authorization by SFD as to specific dates and time, provide the use of the designated areas of its

facility and/or its designated equipment as contained in Section One of this agreement.

- B. Any of SFD's equipment as contained in Section One shall meet all minimum safety standards and shall satisfy the School's performance objectives for Public Safety training.
- C. SFD shall meet with the School as necessary at a mutually convenient time and place for purposes of implementing and operating consistent with the intent of this agreement.

#### **SECTION FOUR INDEMNIFICATION**

The School agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the SFD facility or as the result of use of SFD facility or as the result of use of SFD equipment on SFD's facility by the School and its employees, students, volunteers, guests, and invitees unless the injuries or damages are the result of the sole negligence of SFD or its employees, agents or officials.

#### **SECTION FIVE GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

#### **SECTION SIX ASSIGNMENT**

This agreement may not be assigned by either the School or SFD to any other person, firm, or entity without the express written approval of the other party.

#### **SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

**SECTION EIGHT**  
**JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

**SECTION NINE**  
**VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**SECTION TEN**  
**ENTIRE AGREEMENT**

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

**SIGNATURE PAGES TO FOLLOW**



THE CITY OF SANDUSKY:

\_\_\_\_\_  
Eric L. Wobser  
City Manager

STATE OF OHIO     )  
                              ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Eric L. Wobser, City Manager on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that he is the person identified hereinabove, that he has been properly authorized and empowered to execute this document for and in behalf of the City of Sandusky, Ohio, and that the same was his free act and deed.

\_\_\_\_\_  
Notary Public

EHOVE CAREER CENTER:

\_\_\_\_\_  
Ben Chaffee  
Director of Adult Education

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Ben Chaffee, Director of Adult Education on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that he is the person identified hereinabove, that he has been properly authorized and empowered to execute this document for and in behalf of the EHOVE Career Center, and that the same was his free act and deed.

\_\_\_\_\_  
Notary Public

Approved as to form:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

## EXHIBIT "A"

### SANDUSKY FIRE DEPARTMENT RELEASE AND WAIVER

In consideration for participation in the EHOVE Public Safety Training Program and the use of City of Sandusky's facility and/or equipment during courses conducted by EHOVE Career Center, the undersigned does hereby execute this release and waiver for him/herself and his/her heirs, successors, representatives, and assigns; and hereby agrees and represents as follows: that the undersigned states: (1) He/she is aware that some requirements for the courses in the EHOVE Public Safety Training Program are inherently dangerous activities, and he/she voluntarily assumes the risk of any injury while participating in the courses being conducted at the City of Sandusky's facility and/or utilizing City of Sandusky equipment.

Further, the undersigned agrees:

**TO RELEASE THE CITY OF SANDUSKY; THE SANDUSKY FIRE DEPARTMENT;** and the officers, employees and other personnel affiliated with these courses from any and all liability, loss, damage, cost, claims and/or causes of action, including but not limited to all bodily injury and property damage arising out of participation in the courses, it being specifically understood that said courses includes the **OPERATION AND USE BY THE UNDERSIGNED PARTICIPANT AND OTHERS OF EQUIPMENT AND MATERIALS WHICH MAY RESULT IN SEVERE INJURY AND/OR TO THE PARTICIPANT AND/OR OTHERS.**

The undersigned further agrees to hold the City of Sandusky, their employees, agents, and representatives harmless for any liability loss, damage, costs, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said courses. The release from liability shall include attorney's fees incurred in defending against any claim.

The undersigned hereby releases, acquits, forever discharges and agrees to defend, indemnify and hold harmless the City of Sandusky, its employees, elected officials, agents, or any other person acting on the behalf of the City of Sandusky, of and from any and all claims, actions, demands, losses, damages, injuries, liabilities, and/or costs of any kind or nature which may arise out of or be made in connection with the use of the City's facility and/or equipment in connection with courses conducted by EHOVE Career Center.

**I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Parent if Participant is a minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
EHOVE Career Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
Course Name

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH LIFECARE EMS TRAINING ACADEMY FOR THE FIELD INTERNSHIP TRAINING PROGRAM AND USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky has a longstanding, positive working relationship with LifeCare EMS Training Academy (LifeCare) through their Field Internship Training Program; and

**WHEREAS**, an integral component of the mutually beneficial relationship between the Sandusky Fire Department and LifeCare is the intermittent utilization of the Fire Department's facilities and equipment by LifeCare during some aspects of their Field Internship Training Program and requires LifeCare to obtain prior approval from the Fire Department for specific dates and times of utilization; and

**WHEREAS**, the City for years has allowed LifeCare to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2018; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both Lifecare and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by LifeCare in conjunction with their Field Internship Training 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 immediately execute the agreement and allow LifeCare to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired on December 31, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year Agreement with LifeCare EMS Training Academy for the use of City facilities and equipment at the Sandusky Central Fire Station related to the Field



Internship Training Program for the period of January 1, 2019, through December 31, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019

## **AGREEMENT FOR FIELD INTERNSHIP TRAINING**

This Agreement made on and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, Ohio, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio 44870, hereinafter referred to as "SFD" and LifeCare EMS Training Academy, 640 Cleveland Street, Elyria, Ohio 44035, hereinafter referred to as "School".

**WHEREAS**, the City of Sandusky through SFD has established a positive working relationship with LifeCare EMS Training Academy through the School's Field Internship Training Program; and

**WHEREAS**, an integral component of the mutually beneficial relationship between SFD and the School is cooperating to provide clinical observation and experience for the School's Field Internship Training Program and requires the School to obtain prior approval from SFD for specific dates and times of clinical observation; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both the School and SFD relating to the School's Field Internship Training Program; and

**NOW THEREFORE, THE SFD AND THE SCHOOL AGREE AS FOLLOWS:**

### **SECTION ONE GRANT OF PERMISSION**

SFD agrees that, subject to and contingent upon the School obtaining prior approval and authorization from SFD as to specific dates and times of utilizations, the School and its students have permission to enter into and utilize certain designated portions of the real property owned by the City known as the Sandusky Central Fire Station, located at 600 West Market Street, Sandusky, Ohio 44870, together with certain specified equipment.

**The designated portions of SFD's Central Fire Station are as follows:**

**EXHIBIT**

**"1"**

The School's students may utilize certain areas of the Central Fire Station in conjunction with School's Field Internship Training Program except for the Administrative Offices, sleeping quarters, shower facilities, and exercise room.

**The equipment of SFD that may be utilized by the School is as follows:**

Any equipment required to achieve training objectives for classes provided by the School in conjunction with the School's Field Internship Training Program except for the operation of any motor vehicles, which may only be operated by employees of SFD. All equipment shall be used under proper supervision of the SFD.

**SECTION TWO**  
**TERM / MODIFICATION / TERMINATION**

The term of this Agreement shall be for the period commencing January 1, 2019, through December 31, 2021.

This Agreement may be modified by the parties at any time but any modification must be in writing and signed by SFD and the School.

Either SFD or the School may terminate this Agreement upon sixty (60) days written notification to the other at the following address:

Sandusky Fire Department  
c/o Fire Chief  
600 West Market Street  
Sandusky, Ohio 44870

LifeCare EMS Training Academy  
c/o Tina Brostek  
640 Cleveland Street  
Elyria, Ohio 44035

**SECTION THREE**  
**OBLIGATIONS**

The School and its students agree to the following:

- A. The School shall provide SFD with a curriculum approved by the Department of Transportation and the Medical Community.
- B. The School shall provide SFD with a schedule of students enrolled in the Field Internship Training Program prior to the entrance of a student.
- C. The School shall insure that all students have signed forms necessary for commitment for the highest quality of patient care and confidentiality.

- D. The School and their students shall utilize the SFD facility and/or equipment safely and appropriately and only in conjunction with the Field Internship Training Program, and the students shall abide by all rules, regulations, and policies of SFD with regard to the use of said facility and/or equipment.
- E. The School shall repair or pay for repair or replacement for any damage to the facility and/or equipment caused by the use of the facility and/or equipment by the School's students beyond normal wear and tear.
- F. The School shall require all School students participating in the School's Field Internship Training Program conducted at SFD's facility to execute a release and waiver form, a copy of which is attached, marked Exhibit "A" and incorporated herein.
- G. The School shall not exclude any student on the grounds of sex, race, creed, or national origin from the Field Internship Training Program conducted at SFD's facility and agrees to comply with the provisions of Title IV of the Civil Rights Act of 1974; however, the School reserves the right to withdraw any student (or employee) from SFD's facility who in the School's judgment is or has acted in violation of any of the requirements of this Agreement.
- H. The School shall meet with SFD as necessary at a mutually convenient time and place for purposes of implementing and operating consistent with the intent of this Agreement.

**SFD AND ITS EMPLOYEES, AGENTS, AND OFFICIALS AGREE TO THE FOLLOWING:**

- A. SFD shall provide clinical observation and experience for the students on a seven (7) day basis, and SFD agrees that no more than one student will be involved in said clinical experience at the same time.
- B. Subject to prior approval and authorization by SFD as to specific dates and time, shall provide the student with the use of the designated areas of its facility and/or its designated equipment as contained in Section One of this Agreement.
- C. Any of SFD's equipment as contained in Section One shall meet all minimum safety standards and shall satisfy the School's performance objectives for Field Internship Training.

**SECTION FOUR**  
**INDEMNIFICATION**

The School agrees to indemnify, defend, and save SFD harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages

that may occur or be claimed with respect to any person or property in or on the SFD facility or as the result of the use of SFD facility or as the result of use of SFD equipment on SFD's facility by the School and its students unless the injuries or damages are the result of the sole negligence of SFD or its employees, agents, or officials.

#### **SECTION FIVE GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

#### **SECTION SIX ASSIGNMENT**

This Agreement may not be assigned by either the School or SFD to any other person, firm, or entity without the express written approval of the other party.

#### **SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

#### **SECTION EIGHT JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.



**SECTION NINE**  
**VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**SECTION TEN**  
**ENTIRE AGREEMENT**

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representation or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

**SIGNATURE PAGES TO FOLLOW**

THE CITY OF SANDUSKY:

---

Eric L. Wobser  
City Manager

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Eric L. Wobser, City Manager on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that she is the person identified hereinabove, that she has been properly authorized and empowered to execute this document for and in behalf of the City of Sandusky, Ohio, and that the same was her free act and deed.

---

Notary Public

LIFECARE EMS TRAINING ACADEMY:

\_\_\_\_\_  
Tina Brostek  
Director of Education

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Tina Brostek, Director of Education on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that she is the person identified hereinabove, that she has been properly authorized and empowered to execute this document for and in behalf of the School, and that the same was her free act and deed.

\_\_\_\_\_  
Notary Public

Approved as to form:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

**EXHIBIT "A"**  
**SANDUSKY FIRE DEPARTMENT RELEASE AND WAIVER**

In consideration for participation in the LifeCare Field Internship Training Program and the use of the City of Sandusky's facility and/or equipment during the Field Internship Training, the undersigned does hereby execute this release and waiver for him/herself and his/her heirs, successors, representatives, and assigned; and hereby agrees and represents as follows: that the undersigned states: (1) He/she is aware that some requirements for the LifeCare Field Internship Training Program are inherently dangerous activities, and he/she voluntarily assumes the risk of any injury while participating in the Field Internship Training Program being conducted at the City of Sandusky's facility and or utilizing City of Sandusky equipment.

Further, the undersigned agrees:

**TO RELEASE THE CITY OF SANDUSKY; THE SANDUSKY FIRE DEPARTMENT;** and the officers, employees and other personnel affiliated with the Field Internship Training Program from any and all liability, loss, damage, cost, claims and/or causes of action, including but not limited to all bodily injury and property damage arising out of participation in the Field Internship Training Program, it being specifically understood that said courses includes the **OPERATION AND USE BY THE UNDERSIGNED PARTICIPANT AND OTHERS OF EQUIPMENT AND MATERIALS WHICH MAY RESULT IN SEVER INJURY AND/OR DEATH TO THE PARTICIPANT AND/OR OTHERS.**

The undersigned further agrees to hold the City of Sandusky, their employees, agents, and representatives harmless for any liability loss, damage, costs, claim,, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said Field Internship Training. The release from liability shall include attorney's fees incurred in defending against any claim.

The undersigned hereby releases, acquits, forever discharges and agrees to defend, indemnify and hold harmless the City of Sandusky, its employees, elected officials, agents, or any other person acting on the behalf of the City of Sandusky, of and from any and all claims, actions, demands, losses, damages, injuries, liabilities, and/or costs of any kind or nature which may arise out of or be made in connection with the

use of the City's facility and/or equipment in connection with the Field Internship Training Program.

The undersigned agrees to maintain the patients' privacy and not to divulge patients' protected health information pursuant to HIPAA.

**I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Parent if Participant is a minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
LifeCare EMS Training Academy

\_\_\_\_\_  
Date

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH VANGUARD-SENTINEL ADULT CAREER CENTERS FOR THE USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky has a longstanding, positive working relationship with Vanguard-Sentinel Adult Career Centers (Vanguard) through their Emergency Medical Services (EMS) Training Programs; and

**WHEREAS**, an integral component of the mutually beneficial relationship between the Sandusky Fire Department and Vanguard is the intermittent utilization of the Fire Department's facilities and equipment by Vanguard during some aspects of their EMS Training Programs and requires Vanguard to obtain prior approval from the Fire Department for specific dates and times of utilization; and

**WHEREAS**, the City for years has allowed Vanguard to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2018; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both Vanguard and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by Vanguard in conjunction with their EMS Training Programs; 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 and allow Vanguard to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired on December 31, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year Agreement with Vanguard-Sentinel Adult Career Centers for the

use of City facilities and equipment at the Sandusky Central Fire Station for the period of January 1, 2019, through December 31, 2021, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019

## **AGREEMENT FOR THE USE OF CITY FACILITIES AND EQUIPMENT**

This Agreement made on and entered into this \_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio, 44870, hereinafter referred to as "SFD" and Vanguard-Sentinel Adult Career Centers, 1306 Cedar Street, Fremont, Ohio 43420, hereinafter referred to as "School".

**Whereas**, the City of Sandusky has a longstanding, positive working relationship with Vanguard-Sentinel Adult Career Centers through the School's Emergency Medical Services (EMS) Training Programs; and

**Whereas**, an integral component of the mutually beneficial relationship between SFD and the School is the intermittent utilization of SFD's facilities and equipment by the School during some aspects of the EMS Training Programs and requires the School to obtain prior approval from SFD for specific dates and times of utilization; and

**Whereas**, the purpose of this written agreement is to outline the responsibilities of both the School and SFD should SFD authorize utilization of City facilities and/or equipment for use by the School in conjunction with the School's EMS Training Programs;

NOW THEREFORE, THE SFD AND THE SCHOOL AGREE AS FOLLOWS:

### **SECTION ONE GRANT OF PERMISSION**

SFD agrees that, subject to and contingent upon the School obtaining prior approval and authorization from SFD as to specific dates and times of utilization, the School and its employees, students, volunteers, guests, and invitees have permission to enter into and utilize certain designated portions of the real property owned by the City known as the Sandusky Central Fire Station, located at 600 West Main Street, Sandusky, Ohio, 44870, together with certain specified equipment.

**The designated portions of SFD's Central Fire Station are as follows:**

**EXHIBIT**

**"1"**



The School's employees, students, volunteers, guests and invitees may utilize the entire Central Fire Station in conjunction with the School's EMS Training Programs except for the Administrative Offices, sleeping quarters, shower facilities and exercise room.

**The equipment of SFD that may be utilized by the School is as follows:**

Any equipment required to achieve training objectives for classes provided by the School in conjunction with its EMS Training Programs except for the operation of any motor vehicles, which may only be operated by employees of SFD. All equipment shall be used under proper supervision by a certified instructor teaching the particular class.

**SECTION TWO**  
**TERM / MODIFICATION / TERMINATION**

The term of this agreement shall be for the period commencing January 1, 2019, through December 31, 2021.

This agreement may be modified by the parties at any time but any modification must be in writing and signed by SFD and the School.

Either SFD or the School may terminate this agreement upon sixty (60) days written notification to the other at the following address:

Sandusky Fire Department  
c/o Fire Chief  
600 West Market Street  
Sandusky, Ohio 44870

Vanguard-Sentinel Adult Career Centers  
c/o Lorrie A. Dymond  
Public Safety Coordinator  
1306 Cedar Street  
Fremont, Ohio 43420

**SECTION THREE**  
**OBLIGATIONS**

The School and its employees, agents, volunteers, guests, invitees, and students of the School's EMS Training Programs agree to the following:

- A. The School shall provide only fully trained and certified instructors appropriate to the specific course and to provide the appropriate

number of instructors in compliance with the O.A.C. §4765-11-03(A)(5).

- B. Utilize the SFD facility and/or equipment safely and appropriately and only in conjunction with the education course being conducted.
- C. Abide by all rules, regulations, and policies of SFD regarding the utilization of the facility and/or equipment.
- D. The School shall repair or pay for repair or replacement for any damage to the facility and/or equipment caused by the use of the facility and/or equipment by the School's employees, agents, volunteers, guests, invitees, or students beyond normal wear and tear.
- E. The School shall require all School students participating in the School's EMS Training Programs to be conducted at SFD's facility to execute a release and waiver form a copy of which is attached, marked Exhibit "A" and incorporated herein.
- F. The School shall not exclude any student on the grounds of sex, race, creed, or national origin from any of the courses to be conducted at SFD's facility and agrees to comply with the provisions of Title IV of the Civil Rights Act of 1974, however the School reserves the right to withdraw any student (or employee) from SFD's facility who in the School's judgment is or has acted in violation of any of the requirements of this agreement regarding the use of SFD's facility and/or equipment.
- G. The School shall meet with SFD as necessary at a mutually convenient time and place for purposes of implementing and operating consistent with the intent of this agreement.
- H. It is acknowledged and understood by both the School and SFD that some SFD employees are employed by the School in the capacity of instructors for some of the courses offered through the School's EMS Training Programs and that on those occasions that this Agreement is operative and those individuals are to be considered employees of the School.

SFD and its employees, agents, and officials agree to the following:

- A. Subject to prior approval and authorization by SFD as to specific dates and time, provide the use of the designated areas of its facility and/or its designated equipment as contained in Section One of this agreement.

- B. Any of SFD's equipment as contained in Section One shall meet all minimum safety standards and shall satisfy the School's performance objectives for EMS training.
- C. SFD shall meet with the School as necessary at a mutually convenient time and place for purposes of implementing and operating consistent with the intent of this agreement.

#### **SECTION FOUR INDEMNIFICATION**

The School agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the SFD facility or as the result of use of SFD facility or as the result of use of SFD equipment on SFD's facility by the School and its employees, students, volunteers, guests, and invitees unless the injuries or damages are the result of the sole negligence of SFD or its employees, agents or officials.

#### **SECTION FIVE GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

#### **SECTION SIX ASSIGNMENT**

This agreement may not be assigned by either the School or SFD to any other person, firm, or entity without the express written approval of the other party.

#### **SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from

causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

**SECTION EIGHT**  
**JOINT DRAFTING AND NEUTRAL CONSTRUCTION**

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

**SECTION NINE**  
**VALIDITY OF AGREEMENT**

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**SECTION TEN**  
**ENTIRE AGREEMENT**

This Agreement, including Exhibit "A", contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

**SIGNATURE PAGES TO FOLLOW**

THE CITY OF SANDUSKY:

---

Eric L. Wobser  
City Manager

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Eric L. Wobser, City Manager on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that she is the person identified hereinabove, that he has been properly authorized and empowered to execute this document for and in behalf of the City of Sandusky, Ohio, and that the same was her free act and deed.

---

Notary Public

VANGUARD-SENTINEL ADULT  
CAREER CENTERS SCHOOL:

---

Lorrie A. Dymond  
Public Safety Coordinator

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the said Lorrie A. Dymond, Public Safety Coordinator, on the \_\_\_\_ day of \_\_\_\_\_, 2019, who after having been first duly sworn, acknowledged that they are the person identified hereinabove, that he has been properly authorized and empowered to execute this document for and in behalf of the Center, and that the same was his free act and deed.

---

Notary Public

Approved as to form:

---

Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

## EXHIBIT "A"

### SANDUSKY FIRE DEPARTMENT RELEASE AND WAIVER

In consideration for participation in the Vanguard-Sentinel Adult Career Centers EMS Training Programs and the use of City of Sandusky's facility and/or equipment during courses conducted by Vanguard-Sentinel Adult Career Centers, the undersigned does hereby execute this release and waiver for him/herself and his/her heirs, successors, representatives, and assigns; and hereby agrees and represents as follows: that the undersigned states: (1) He/she is aware that some requirements for the courses in the Vanguard-Sentinel Adult Career Centers EMS Training Programs are inherently dangerous activities, and he/she voluntarily assumes the risk of any injury while participating in the courses being conducted at the City of Sandusky's facility and/or utilizing City of Sandusky equipment.

Further, the undersigned agrees:

**TO RELEASE THE CITY OF SANDUSKY; THE SANDUSKY FIRE DEPARTMENT;** and the officers, employees and other personnel affiliated with these courses from any and all liability, loss, damage, cost, claims and/or causes of action, including but not limited to all bodily injury and property damage arising out of participation in the courses, it being specifically understood that said courses includes the **OPERATION AND USE BY THE UNDERSIGNED PARTICIPANT AND OTHERS OF EQUIPMENT AND MATERIALS WHICH MAY RESULT IN SEVERE INJURY AND/OR TO THE PARTICIPANT AND/OR OTHERS.**

The undersigned further agrees to hold the City of Sandusky, their employees, agents, and representatives harmless for any liability loss, damage, costs, claim, judgment or settlement which may be brought or entered against them as a result of the undersigned's participation in said courses. The release from liability shall include attorney's fees incurred in defending against any claim.

The undersigned hereby releases, acquits, forever discharges and agrees to defend, indemnify and hold harmless the City of Sandusky, its employees, elected officials, agents, or any other person acting on the behalf of the City of Sandusky, of and from any and all claims, actions, demands, losses, damages, injuries, liabilities, and/or costs of any kind or nature which may arise out of or be made in connection with the use of the

City's facility and/or equipment in connection with courses conducted by Vanguard-Sentinel Adult Career Centers.

**I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vanguard-Sentinel Adult Career Centers

\_\_\_\_\_  
Date

\_\_\_\_\_  
Course Name





## CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5863  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** John Orzech, Police Chief

**DATE:** March 26, 2019

**RE: Commission Agenda Item**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to make payment for the annual subscription costs to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,518.

**BACKGROUND INFORMATION:** The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices.

Lexipol policies and software have been implemented in police departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Additionally, within the software, officers will be required to complete Daily Training Bulletins on policies in place that total about thirty a month. Documentation will be available to depict that officers have acknowledged the policies and each time the policy is updated the officers must acknowledge the changes. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed by each officer of the department. The Daily Training Bulletins can be used as continuing education credits through the State of Ohio and the policies are reflective of the Ohio Collaborative Initiative.

In 2018, the City Commission under Ordinance #18-073 approved the expenditure of funds for full implementation of the policy and procedures and annual subscription costs for the project with Lexipol. Full implementation of the policy and procedure manual has been accomplished.

**BUDGETARY INFORMATION:** The total cost for the annual subscription costs with Lexipol is \$13,518. The costs of the annual subscription will be paid from the police departments operating budget.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to make payment to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,518. The invoice was received on March 18, 2019 and is due, it is therefore further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in pay the invoice in a timely manner.

**Approved:**

**I concur with this recommendation:**

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John Orzech, Police Chief

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Eric Wobser, City Manager

cc: Hank Solowiej, Finance Director

Trevor Hayberger, Law Director



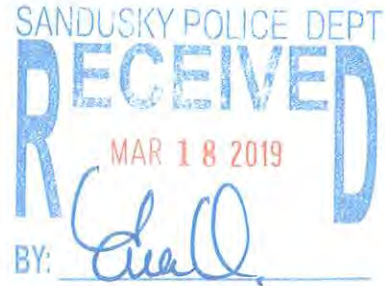
Lexipol, LLC  
2801 Network Blvd. Suite 500  
Frisco, TX 75034

# Invoice

Date	Invoice #
3/7/19	28072

**Bill To**

Sandusky Police Department  
Attn: Accounts Payable  
222 Meigs St  
Sandusky, OH 44870



Terms	Due Date
Net 30	4/6/19

**Description**

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing.  
The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.  
Law Enforcement Procedure Manual Online Annual Subscription  
4/1/19 - 3/31/20

Pricing Includes 5% Discount

**Total** \$13,518.00

Phone #	949-309-3881	<b>NOTICE: LEXIPOL HAS A NEW MAILING ADDRESS AS OF JUNE 18, 2018. Please change the address and remit payment to: Lexipol LLC, 2801 Network Blvd. Suite 500, Frisco, TX 75034</b>
Email	receivables@lexipol.com	

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO LEXIPOL, LLC OF FRISCO, TEXAS, FOR THE ANNUAL SUBSCRIPTION FEE FOR POLICY MANUAL UPDATES AND DAILY TRAINING BULLETIN SERVICES FOR THE PERIOD OF APRIL 1, 2019, THROUGH MARCH 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, since 1997, the Police Department has worked on updating policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards and due to continual new case law and best practices, needs constant monitoring and updating; and

**WHEREAS**, Lexipol, LLC is a provider of defensible policies and training for public safety organizations, delivering services through a unique, web-based development system with state-specific policy manuals, regular policy updates and daily scenario based training against policy; and

**WHEREAS**, Lexipol's Policy Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

**WHEREAS**, this City Commission approved an agreement with Lexipol, LLC for the implementation and annual subscription for Policy Management Software to be used by the Police Department by Ordinance No. 18-073, passed on March 26, 2018; and

**WHEREAS**, the annual subscription fee includes policy manual updates, 24/7 access to Knowledge Management System for updates and editing, and unique scenario daily training bulletins and testing data base; and

**WHEREAS**, the total cost for the annual subscription is \$13,518.00 and will be paid with funds from the Police Department's operating budget; 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 pay the invoice received on March 18, 2019, in a timely manner; 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 Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Lexipol, LLC, of Frisco, Texas, in an amount **not to exceed** Thirteen Thousand Five Hundred Eighteen and 00/100 Dollars (\$13,518.00) for the annual subscription fee for policy manual updates and daily training bulletin services for the period of April 1, 2019, through March 31, 2020.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## COMMUNITY DEVELOPMENT

Matthew D. Lasko  
Chief Development Officer  
mlasko@ci.sandusky.oh.us

222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5707  
www.ci.sandusky.oh.us

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** March 26, 2019  
**Subject:** Commission Agenda Item – Owen Sound Lease Addendum

**Items for Consideration:** Legislation authorizing and directing the City Manager to execute a Sixteenth Addendum to the Lease Agreement with Owen Sound Transportation Company, Ltd. (the “Lessee”) extending the Lease Agreement at the Jackson Street Pier.

**Background Information:** The City of Sandusky originally entered into a lease agreement with Lessee on May 24<sup>th</sup>, 1995 for dockage and other ancillary uses on Jackson Street Pier. The agreement permitted the Lessee to provide ferry service from Sandusky to Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline. The Lease Agreement at the time was critical to providing water transportation between the United States and Canada which had existed for approximately fifty (50) years prior to the original lease agreement.

The original lease agreement terminated on April 30, 2004. Since then, the City and the Lessee have entered into fifteen (15) lease addendums covering the years 2004-2018 with only modest alterations to the terms – namely annual dockage fees and hours of operation at the Jackson Street Pier. The City was approached by Lessee about entering into a sixteenth addendum for calendar year 2019 – a draft copy of which is attached.

The lease addendum proposed will be for a term extending from May 3, 2019 – September 29, 2019 and will continue to permit for dockage by the M.V. Pelee Islander. Dockage payment will be in an amount of \$11,035.08 – an increase of +1.5% from 2018 based on the previous 12-month Consumer Price Index average – as outlined in the original lease agreement. All other terms of the original underlying Lease Agreement will remain unchanged.

**Budgetary Information:** The City shall receive a one-time payment of \$11,035.08 due and payable on or before July 29, 2019 for calendar year 2019. All revenues are to be deposited into the General Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City Manager to execute a Sixteenth Addendum to the Lease Agreement with Lessee. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in

order for operations and ferry service to Pelee Island to continue at Jackson Street Pier uninterrupted.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Hank Solowiej, Finance Director  
Aaron Klein, Public Works Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SIXTEENTH ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY AND THE OWEN SOUND TRANSPORTATION COMPANY, LIMITED, FOR THE UTILIZATION OF DOCKAGE SPACE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City and Owen Sound Transportation Company, Limited, entered into a Lease Agreement on May 24, 1995, for the purpose of docking ferries and the loading and unloading of passengers and motor vehicles onto and off the ferries, which expired on April 30, 2004, and subsequently was extended by addendum for the past fifteen (15) years; and

**WHEREAS**, the agreement permitted Owen Sound Transportation Company to provide ferry service between Sandusky and Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline and at the time was critical to providing water transportation between United States and Canada which has existed for approximately fifty (50) years prior to the original lease agreement; and

**WHEREAS**, this proposed Lease Addendum for utilization of dockage space for the Pelee Islander at the Jackson Street Pier is for the period extending from May 3, 2019, through September 29, 2019; and

**WHEREAS**, the City will receive a one-time payment in the amount of \$11,035.08, and, in accordance with the original lease agreement is based on the previous 12-month Consumer Price Index (CPI) average, which is an increase of 1.5% from last year, and the revenue generated will be placed in the General Fund; 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 Lease Addendum and allow for the continued operations and ferry service to Pelee Island at the Jackson Street Pier uninterrupted; 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 execute the Sixteenth Addendum to the Lease Agreement between the City and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier for the period of May 3, 2019, through September 28,

2019, substantially in the same form as attached to this Ordinance and 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

Section 3. This 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 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 upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



**SIXTEENTH ADDENDUM TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF SANDUSKY AND THE  
OWEN SOUND TRANSPORTATION COMPANY, LIMITED**

It is hereby mutually agreed upon by and between the City of Sandusky as Lessor and the Owen Sound Transportation Company, Limited as Lessee, that the Lease Agreement executed and dated May 24, 1995, which expired on April 30, 2004 and which was initially extended by the first addendum for the period of May 1, 2004 through September 30, 2004, the second addendum for the period of May 1, 2005 through September 30, 2005, the third addendum for the period of April 28, 2006 through September 30, 2006, the fourth addendum for the period of April 26, 2007 through September 30, 2007, the fifth addendum for the period of April 25, 2008 through September 30, 2008, the sixth addendum for the period of May 1, 2009 through September 27, 2009, the seventh addendum for the period of April 30, 2010 through September 26, 2010, the eighth addendum for the period of April 29, 2011 through September 25, 2011, the ninth addendum for the period of April 27, 2012 through September 23, 2012, the tenth addendum for the period of April 26, 2013 through September 29, 2013, the eleventh addendum for the period of May 2, 2014, through September 28, 2014, the twelfth addendum for the period of May 1, 2015, through September 27, 2015, the thirteenth addendum for the period of April 29, 2016, through September 25, 2016, the fourteenth addendum for the period of June 23, 2017, through September 24, 2017, and the fifteenth addendum for the period of May 4, 2018, through September 23, 2018, be extended under the following terms:

**Term:**

- Four (4) months and Twenty Seven (27) days from May 3, 2019, through September 29, 2019;
- Utilization of the dockage space by the ferry vessel M.V. Pelee Islander;
- Dockage space shall be made available to M.V. Pelee Islander as follows:

Friday, May 3<sup>rd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (3 hours); and

May 4<sup>th</sup> through June 16<sup>th</sup> from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3 hours per week);

Exceptions:

Friday, May 24<sup>th</sup> and Monday, May 27<sup>th</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (additional 4.5 hours); and

June 21<sup>st</sup> through September 2<sup>nd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays, and from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays (13.5 hours per week); and

Exceptions:

Friday, August 2<sup>nd</sup> and Saturday August 3<sup>rd</sup> from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. only;

Sunday, September 1<sup>st</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. only;

Monday, September 2<sup>nd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T.

September 6<sup>th</sup> through September 27<sup>th</sup> 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3.0 hours per week); and

Sunday, September 29<sup>th</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (3.0 hours).

- Jackson Street dock and facility being used by the M.V. Pelee Islander must be certified as in compliance with the International Maritime Organization (IMO), International Ship and Port Facility Security Code (ISPS), and maintained as certified for the duration of the agreement by the U.S. Coast Guard as C.O.T.P.;
- Owen Sound Transportation Company, Limited to pay \$11,035.08 U.S.F. for the use of the certified and compliant dock facility for the 2019 season;

- Payment to be made in one installment on or before July 29, 2019;
- Either party may cancel this addendum by providing written notification to the other party thirty (30) days in advance.

All other terms and provisions of the original Lease Agreement shall remain in full force and effect during the duration of this Addendum.

**SIGNATURE PAGES TO FOLLOW**

WITNESSES:

LESSEE: THE OWEN SOUND  
TRANSPORTATION COMPANY LIMITED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SUSAN SCHREMPF  
PRESIDENT & CEO

PROVINCE OF ONTARIO    )  
  ) ss:  
COUNTY OF GREY         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Commissioner in and for said County and State, personally appeared Susan Schrempf, President & CEO, The Owen Sound Transportation Company, Limited, acknowledged her execution of the foregoing instrument and by its authority and that the same is her voluntary act and deed on behalf of The Owen Sound Transportation Company, Limited.

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: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

\_\_\_\_\_

Eric L. Wobser  
City Manager

\_\_\_\_\_

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director, City of Sandusky



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## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 1, 2019

**Subject: Commission Agenda Item – 246 E Market Street, Access Easement**

**ITEM FOR CONSIDERATION:** Legislation to grant an easement agreement with Wagner Building, LLC for access easement within the parking lot at 250 E. Market Street, along the southern portion of the west side of the parking lot and also along the southern boundary of the parking lot.

**BACKGROUND INFORMATION:** The property owner of 246 E. Market Street has requested a second easement from the City of Sandusky for additional access purposes within the parking lot located at 250 E. Market Street. The City Commission previously approved an access and utility easement in early 2019 which allowed for ingress to the rear parking lot for 246 E. Market and for utility infrastructure to be brought to the building. The initial easement is 10 feet in width and runs the length of the 200.42-foot eastern wall of the structure, with an area of 2,004.20 square feet.

The second proposed easement is only for egress purposes and does not permit utility installation and burial. The second proposed easement continues southward from the southern terminus of the first easement an additional 65.37 feet and then turns eastward toward Hancock Street for 132.70 feet, for a total area of 1,880.70 square feet.

**BUDGETARY INFORMATION:** There will be no impact on the City's budget to approve this easement.

**ACTION REQUESTED:** It is recommended that an easement agreement be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the easement agreement with Wagner Building LLC to be properly executed prior to the sale of the parking lot property.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO GRANT AN ACCESS EASEMENT TO WAGNER BUILDING, LLC, FOR THE PURPOSE OF GENERAL ACCESS TO 246 EAST MARKET STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Wagner Building, LLC, is the owner of property located at 246 E. Market Street and requested an easement for access along the east side of a structure directly abutting a City parking lot located at 250 E. Market Street and this City Commission approved the granting of the Access and Utility Easement by Ordinance No. 19-006, passed on January 14, 2019; and

**WHEREAS**, the easement agreement was necessary as the only means of access to the parking lot on the south side of the structure at 246 E. Market Street is through the City's underutilized parking lot on the southwest corner of Market and Hancock Streets and was reviewed and approved by the future developer of the City's parking lot and joint venture between Bowling Green State University and Cedar Fair; and

**WHEREAS**, Wagner Building, LLC, has requested a second easement for additional access purposes within the parking lot located at 250 E. Market Street and this easement will continue southward from the southern terminus of the first easement an additional 65.37 feet and then turn eastward toward Hancock Street for 132.70 feet, for a total area of 1,880.70 square feet; 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 for the easement agreement to be fully executed and recorded prior to the sale of the City's parking lot; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to grant an Access Easement to Wagner Building, LLC, for the purpose of general access to 246 E. Market Street, Sandusky, a copy of which is attached, marked Exhibit "1" and is specifically incorporated if fully rewritten herein.

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 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 upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## **LIMITED, NONEXCLUSIVE ACCESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: The City of Sandusky, Ohio, a Municipal Corporation organized under the laws of Ohio, herein referred to as Grantor(s), whose tax mailing address is 222 Meigs Street, Sandusky, Ohio 44870, for and in consideration of the sum of \$1.00, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged and paid by Wagner Building LLC, an Ohio Limited Liability Company, the Grantee, whose tax mailing address is 5235 Castle Hills Drive, San Diego, California 92109, does hereby GRANT, BARGAIN, SELL, CONVEY, and RELEASE to the Grantee, its successors and assigns a limited, nonexclusive access easement, which is more particularly described in Exhibit A attached hereto (the "Easement Area"), within the following described real estate (the "Property"):

Address: Hancock Street, Sandusky, Ohio 44870

PPN: 56-64051.000

Prior Deed Reference: Deed Volume 266, pg. 421 (See Legal Description-Exhibit B attached hereto)

This limited, nonexclusive easement and covenants contained herein is intended to run with the land and shall be binding upon and shall inure to the benefits of the parties hereto, their respective heirs, personal representatives, successors, assigns, or the like.

The Grantor grants this limited, nonexclusive easement to Grantee for the sole purpose that the Grantee, its successor and assigns as well as its employees, tenants, and/or agents have access to the Easement Area for the purpose of general ingress and egress to 246 East Market Street, Sandusky, Ohio (herein called "Grantee's Property" and further described on the Legal Description attached hereto as Exhibit C) and for the maintenance/repair to Grantee's Property. Grantor covenants to not impair Grantee's use of the Easement Area.

The Grantee covenants to not unreasonably burden the Grantor's or its successors or assigns access to the Easement Area, nor shall this easement limit Grantor's, its successors or assigns ability to utilize the Easement Area for access, construction activities and/or installment of improvements and/or utilities on the surface and/or sub-surface of the Easement Area associated with any development activities of the Property.

Furthermore, Grantee, as additional consideration for this easement and by execution herein, does hereby quitclaim and release any and all rights and/or claims in and to Grantor's property described in Exhibit B, attached hereto, including but not limited to driveway easements filed for record on November 9, 1945 under Vol. 182 page 468 and filed for record January 12, 1956 under Vol. 267 page 130 Erie County, Ohio Deed Records, to Grantor, excepting this limited, non-exclusive access and utility easement being granted to Grantee under this instrument.

All costs associated with maintenance and repair of the surface and/or sub-surface Easement Area related to normal wear and tear and/or any improvements thereto shall be shared equally by the Grantee and Grantor with one-half the cost of the same being paid by Grantor and one-half being paid by Grantee. Notwithstanding the foregoing, all costs associated with repair of the surface or sub-surface Easement Area, along with any repairs to Grantor's Property or improvements thereon, caused by damages, not normal wear and tear, by the Grantee, its successors, assigns, employees, tenants, invitees, and/or agents, then such repair cost shall be borne in full by the Grantee. In the event the Grantee does not perform such repair for damages when so directed by the Grantor, the Grantor has the right to perform such damages repair and invoice the Grantee for any associated costs. For normal wear and tear and/or any improvements being shared equally by Grantor and Grantee, Grantor shall perform such maintenance and repair after Grantor has provided Grantee with thirty (30) days advanced written notice (for non-emergency maintenance and repairs) and invoiced Grantee for its equal share of any associated costs. If such invoices are not paid within thirty (30) days, Grantor's sole remedy shall be to lien the Grantee's servient property for such costs and any costs incurred in perfecting such lien. Grantee hereby consents and agrees to a confession of such costs as a lien on Grantee's servient property and allows the Grantor to attach and secure a notice and assessment of lien, after sixty (60) days advanced, written notice to Grantee. Interest shall accrue on said outstanding balance at the applicable statutory rate as established by the Ohio Tax Commissioner or its successor entity

otherwise responsible for establishing statutory rates of interest.

In the event Grantor, its successors or assigns utilizes the Easement Area to install improvements and/or utilities in conjunction with the development of the Property, the repair and maintenance costs associated with such improvements and/or utilities shall be borne by the Grantor pertaining solely to its improvements and/or utilities.

The Grantor and the undersigned covenant that they have good and valid title to the premises as good and indefeasible estate in fee simple and have full authority and right to grant and convey the premises as described herein.

TO HAVE AND TO HOLD the above granted easement for the purposes mentioned above unto the Grantee forever.

### **Signature Pages to Follow**

IN WITNESS WHEREOF, the Grantee has set his hands on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Grantee:

Wagner Building LLC, an Ohio Limited Liability Company

\_\_\_\_\_

By: \_\_\_\_\_, a duly authorized  
representative

(Print)

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF ERIE     )

Having personally appeared and duly sworn before me a Notary Public in and for said County, \_\_\_\_\_, a duly authorized member of Wagner Building LLC, an Ohio Limited Liability Company, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has set his hands on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Grantor:

The City of Sandusky, Ohio

\_\_\_\_\_  
Eric Wobser, City Manager

STATE OF OHIO            )

) SS:

COUNTY OF ERIE         )

Having personally appeared and duly sworn before me a Notary Public in and for said County, Eric Wobser, Sandusky City Manager, who acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

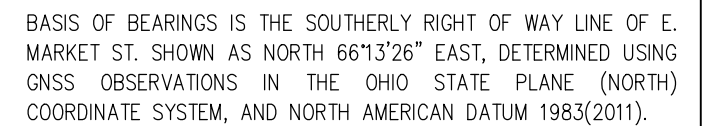
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger (#00775112)  
Law Director, City of Sandusky

This document was prepared by: Trevor Hayberger, Law Director, City of Sandusky 222 Meigs St., Sandusky, Ohio 44870



A circular professional seal for Steve Barlow, a Registered Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "REGISTERED" at the bottom, and "PROFESSIONAL SURVEYOR" around the lower half. In the center, the name "STEVE BARLOW" is written above the number "S-8744". A blue ink signature is scrawled across the center of the seal.

1	MARKET & HANCOCK	EXHIBIT — 1880.70 SQ. FT. ACCESS EASEMENT	RESORT SCHOOLS, LLC	 <p>20600 CHAGRIN BLVD, SUITE 500 SHAKER HEIGHTS, OH 44122 TEL: 216-378-1490 FAX: 216-378-1497</p> <p><b>TECHNICAL SKILL. CREATIVE SPIRIT.</b></p> <p>www.MannikSmithGroup.com</p>
1				<p>08140_0560001</p>

# Know all Men by these Presents

That we, Clark Dunlap, single, and Carrie D. Irvine, Single  
 , the Grantors,  
 who claim title by or through instrument, recorded in Volume 163, Page 443, County  
 Recorder's Office, for the consideration of  
 Eleven Thousand and -----no/100 Dollars (\$11,000.00)  
 received to our full satisfaction of

The City of Sandusky, Ohio  
 the Grantee,  
 whose TAX MAILING ADDRESS will be

City Building, Sandusky, Ohio do  
 Give, Grant, Bargain, Sell and Convey unto the said Grantee, its successors  
 heirs and assigns, the following described premises, situated in the City of  
 Sandusky, County of Erie and State of Ohio:

Being the west thirty-three (33) feet of the  
 East ninety-three (93) feet of Lots 7 and 8  
 Hancock Street together with and subject to  
 easements and rights of way of record, if any,



EXHIBIT

"B"

be the same more or less, but subject to all legal highways.



To Have and to Hold: the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And we Clark Dunlap and Carrie D. Irvine the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee its successors heirs and assigns, that at and until the encroaching of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments, general and special, commencing with the year 1955,

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee its successors heirs and assigns, against all lawful claims and demands whatsoever except as stated.

And for valuable consideration

do hereby remise, release and forever quit claim unto the said Grantee its heirs and assigns, all right and expectancy of Power in the above described premises.

In Witness Whereof we have hereunto set our hands, the 6th day of September, in the year of our Lord one thousand nine hundred and fifty-five.

Signed and acknowledged in presence of

W. P. Stuber  
G. Macdonald

Carrie D. Irvine  
Clark Dunlap

State of Ohio  
County, ss. Before me, a Notary Public  
in and for said County and State, personally appeared the above named  
Clark Dunlap and Carrie D. Irvine

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cincinnati, Ohio  
this 6th day of September, A. D. 19 55

Gustav M. Nagel  
Notary Public

My Commission Expires:-  
GUSTAV M. NAGEL  
Notary Public  
My Commission Expires May 28, 1956

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TO  
Clark Dunlap  
Carrie D. Irvine  
City of Sandusky, Ohio

Transferred OCT - 7 1955  
State of Ohio  
County of Erie  
Received for Record on the  
7th day of Oct. 1955  
at 3:11 o'clock P.M.  
and Recorded Oct. 10th, 1955 in  
Deed Book 264 Page 342-343  
Carl A. Speir,  
Recorder  
THE ERIE COUNTY TITLE CO. 1955



its successors ~~hereby~~ and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are FREE AND CLEAR FROM ALL INCUMBRANCES WHATSOEVER; ~~EXCEPTING ALL RIGHTS OF FIRST REFUSAL OR OTHER RIGHTS AND INTERESTS OF ANY KIND~~



and that \_\_\_\_\_ we \_\_\_\_\_ will forever WARRANT AND DEFEND the same with the appurtenances unto the said \_\_\_\_\_ THE CITY OF SANDUSKY, OHIO \_\_\_\_\_

its successors ~~and~~ and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said \_\_\_\_\_ MABEL HOOVER and ELSA BLAKE \_\_\_\_\_

~~Whereby release~~ ~~right of conveyance~~ ~~in the premises~~, have hereunto set \_\_\_\_\_ their \_\_\_\_\_ hand s, this \_\_\_\_\_ 16th day of \_\_\_\_\_ September \_\_\_\_\_, 19 55

Signed and acknowledged

in presence of

*Mabel Hoover* \_\_\_\_\_  
Mabel Hoover  
*Elsa Blake* \_\_\_\_\_  
Elsa Blake  
*John R. Speir* \_\_\_\_\_  
Notary Public

THE STATE OF OHIO

ERIE COUNTY, ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ 16th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, 19 55

before me, the subscriber, a \_\_\_\_\_ Notary Public \_\_\_\_\_

in and for said County, personally came the above named

\_\_\_\_\_ MABEL HOOVER and ELSA BLAKE \_\_\_\_\_

the Grantor s in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

*John R. Speir* \_\_\_\_\_  
Notary Public

1955-264-339

Warranty Deed

FROM \_\_\_\_\_  
MABEL HOOVER and  
ELSA BLAKE  
TO  
THE CITY OF SANDUSKY, OHIO

Received Oct. 7th, 1955

At 3:11 o'clock P.M.

Recorded Oct. 10th, 1955

In Erie County

Record of Deeds, Vol. 264

Page 339-339

Carl A. Speir, Recorder

Recorder's Fee, \$11.00

DOES NOT TRANSFERRED,

OCT - 7 1955

*Charles H. Speir* \_\_\_\_\_  
Auditor

THE COLUMBIAN BLANK BOOK MFG. CO., CO., O.

THE ERIE COUNTY FILE 69



and that - - - -I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever except as above stated.



In Witness Whereof,

23<sup>rd</sup> day of September, 1955, I have hereunto set my hand, the  
nine hundred and fifty-five, in the year of our Lord one thousand

Signed and acknowledged in presence of

William S. Smith

George Carroll

State of Ohio, } ss.

Erie County, } Before me, a Notary Public--  
the above named George Carroll, unmarried in and for said County and State, personally appeared

who acknowledged that--he did sign the foregoing instrument and that the  
same is--his free act and deed.

In Testimony Whereof I have hereunto set my hand  
and official seal, at Sandusky, Ohio--  
this 23<sup>rd</sup> day of September--A. D. 1955.

EARL C. KRUEGER

BY COMMISSION EXPIRES 6-16-57

Notary Public

142541 264-341

**Deed**

1955 OCT 7 PM 3:11  
George Carroll SPEIR  
CARL A. SPEIR  
RECORDER  
ERIE COUNTY OHIO

City of Sandusky, Ohio

Transferred OCT - 7 1955

Charles B. Schwaninger  
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Erie SS

RECEIVED FOR RECORD ON THE

7th day of Oct. 1955

at 3:11 o'clock P. M.

and RECORDED Oct. 10th, 1955 in

DEED Book 264 Page 340-

341

Carl A. Speir,  
COUNTY RECORDER

RECORDERS FEE \$ 1.40

KRUEGER, MOYER & O'HARA  
ATTORNEYS

506 PECK BUILDING

THE ERIE COUNTY, OHIO 1955



# Know all Men by these Presents

That I, Olah F. Walters, widow and unmarried,

, the Grantor ,

do hereby certify that the foregoing instrument was recorded in the Office of the Recorder of Deeds for the County of Erie, Ohio, on this 10th day of May, 1910, at 10 o'clock in the forenoon.

Recorded in the Office of the Recorder of Deeds for the County of Erie, Ohio, on this 10th day of May, 1910, at 10 o'clock in the forenoon.

received to my full satisfaction of Hundred and -----no/100 Dollars (\$ 23500.00 )

The City of Sandusky, Ohio

the Grantee ,

whose TAX MAILING ADDRESS will be

City Building, Sandusky, Ohio

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, heirs and assigns, the following described premises, situated in the City of Sandusky, Erie, Ohio, and State of Ohio:

Being the easterly two-thirds (2/3) of lot number ten (10) on Hancock Street, excepting therefrom the westerly thirty-nine (39) feet of the northerly one-half (1/2) of said lot number ten (10), and also the northerly one-third (1/3) of lots numbers forty-nine and fifty-one (51) on Washington Street, all in the City of Sandusky, Ohio, subject to easements and rights of way of record.



To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, ~~xxxx~~ and assigns forever.

And I, Olah F. Walters, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments, general and special, commencing with the year 1955,

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, ~~xxxx~~ and assigns, against all lawful claims and demands whatsoever except as above stated.

~~xxxxxx xxxxxxxxx xxxxxxxxx~~

~~xxxxxx xxxxxxxxx xxxxxxxxx~~ ~~xxxxxx xxxxxxxxx~~ ~~xxxxxx xxxxxxxxx~~

In Witness Whereof I have hereunto set my hand, the 16th day of December, in the year of our Lord one thousand nine hundred and fifty-five.

Signed and acknowledged in presence of

H. E. Hunter  
John Hunter

\* Olah F. Walters

State of Ohio

Before me, a Notary Public in and for said County and State, personally appeared the above named Olah F. Walters

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 16th day of December, A. D. 1955

This deed prepared by John N. Lehrer, Attorney at Law

H. E. Hunter

F. E. Hunter, Notary Public, State of Ohio, My commission expires 12-22-1956

Notary Public

F. E. Hunter, Notary Public, State of Ohio, My commission expires 12-22-1956

Warranty Deed

1955 DEC 19 PM 2 14

Oliah F. Walters  
ERIE COUNTY OHIO

TO

The City of Sandusky, Ohio

Transferred DEC 19 1955

Carl A. Speir COUNTY AUDITOR  
Dec. 30

State of Ohio

County of ERIE ss

Received for Record on the

19th, day of Dec. 19 55  
at 2:14 o'clock P. M.

and Recorded Dec. 21st, 19 55 in

Deed Book 266 Page 421-422

Carl A. Speir,  
COUNTY RECORDER

Recorder's Fee \$ 1.40 Paid

THE ERIE COUNTY TITLE CO.

25.85 Rev



142983  
WARRANTY DEED

## Know all Men by These Presents

That we, JANET A. SHIERSON, BARBARA SPROW MORGAN, URSULA A. HAYS, AUGUST W. SPROW and WILLIAM J. SPROW, JR., the GRANTORS, for the consideration of ELEVEN THOUSAND DOLLARS (\$11,000.00), received to our full satisfaction of THE CITY OF SANDUSKY, a municipal corporation in Erie County, Ohio, the GRANTEE, do hereby GIVE, GRANT, BARGAIN, SELL and CONVEY unto said Grantee, its successors and assigns the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio, and being:

The westerly thirty-nine (39) feet of the easterly two-thirds (2/3) of Lots Numbers Seven (7) and Eight (8) on Hancock Street, and the westerly thirty-nine (39) feet of the easterly two-thirds (2/3) of the northerly one-half (1/2) of Lot Number Ten (10) on Hancock Street.

It is understood and agreed by and between Grantors and Grantee that the premises hereby conveyed shall be construed to exclude any real property which lies westerly of the outside of the easterly wall of the brick building known as the Schmidt Building or as the Schmidt Apartment Building.

Reserving to the Grantors herein, their heirs and assigns, as owners of the westerly one-third (1/3) of Lots Numbers Seven (7), Eight (8), and Ten (10) on Hancock Street, and the whole of Lot Number Eight (8) on Wayne Street and the northerly one-half (1/2) of Lot Number Ten (10) on Wayne Street, in the City of Sandusky, Erie County, Ohio, the joint use of a right of way for driveway purposes over the northerly twelve (12) feet of the easterly two-thirds (2/3) of Lot Number Ten (10) on Hancock Street.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns, forever.

And we, Janet A. Shierson, Barbara Sprow Morgan, Ursula A. Hays, August W. Sprow and William J. Sprow, Jr., the Grantors, do for ourselves and for our heirs, administrators and executors covenant with said Grantee, its successors and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and assessments, if any for the year 1955 and thereafter, and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all claims and demands whatsoever except the aforesaid taxes and assessments.

And James K. Shierson (husband of the said Janet A. Shierson), W. D.



Hays (husband of the said Ursula A. Hays), Howard K. Morgan (husband of the said Barbara Sprow Morgan), Jean B. Sprow (wife of the said August W. Sprow) and Mary H. Sprow (wife of the said William J. Sprow, Jr.) each for valuable consideration do hereby remise, release and forever quitclaim unto the said Grantee, its successors and assigns all their right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of January in the year of our Lord Nineteen Hundred and Fifty Six.  
Signed and Acknowledged  
in the Presence of:

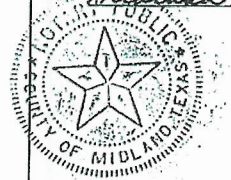
<u>Hazel M. Butler</u>	<u>Janet H. Shierson</u> Janet A. Shierson
<u>Sara Jane Hubbard</u>	<u>James K. Shierson</u> James K. Shierson
<u>Emuel Alexander Fisher Hays</u>	<u>Ursula A. Hays</u> Ursula A. Hays
<u>J. M. Graham</u>	<u>W. D. Hays Jr.</u> W. D. Hays
<u>Helena C. Redwill</u>	<u>Barbara Sprow Morgan</u> Barbara Sprow Morgan
<u>E. H. Engelsen</u> E. H. Engelsen	<u>Howard K. Morgan</u> Howard K. Morgan
	<u>August W. Sprow</u> August W. Sprow
	<u>Jean B. Sprow</u> Jean B. Sprow
	<u>William J. Sprow, Jr.</u> William J. Sprow, Jr.
	<u>Mary H. Sprow</u> Mary H. Sprow

As to Barbara Sprow Morgan,  
Howard K. Morgan,  
August W. Sprow,  
Jean B. Sprow,  
William J. Sprow, Jr., and  
Mary H. Sprow

STATE OF TEXAS )  
                          ) ss:  
COUNTY OF MIDLAND )

Before me, a Notary Public in and for said county and state, personally appeared the above named URSULA A. HAYS and W. D. HAYS, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Midland, Texas, this 24th day of December, 1955.



Norma McAlister  
Notary Public  
My commission expires June 1, 1957

STATE OF MICHIGAN )  
                          ) ss:  
COUNTY OF LENAWEЕ )

Before me, a Notary Public in and for said county and state, personally appeared the above named JANET A. SHIERSON and JAMES K. SHIERSON, who acknowledged



that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 6th day of January, 1956.



Harold N. Smith  
Notary Public  
My commission expires June 9-1957

STATE OF OHIO )  
COUNTY OF ERIE ) ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named BARBARA SPROW MORGAN, HOWARD K. MORGAN, AUGUST W. SPROW, JEAN B. SPROW, WILLIAM J. SPROW, JR., and MARY H. SPROW, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 11 day of January, 1956.

J. O. Green  
Notary Public  
My commission expires April 1, 1956

The foregoing deed was prepared by Russell A. Ramsey, 312 Washington Building, Sandusky, Ohio.



143983  
WARRANTY DEED

CWM

JANET A. SHERSON,  
BARBARA SPROW MORGAN,  
URSULA A. HAYS,  
AUGUST W. SPROW, and  
WILLIAM J. SPROW, JR.  
JAN 12 PM 3:28

to  
THE CITY OF SANDUSKY  
ERIE COUNTY, OHIO 1956  
Transferred Jan 12 1956  
Carl A. Shair  
Fee 30 County Auditor

State of Ohio, County of Erie, ss.

Received for Record on the

12th, day of Jan. 1956

at 3:28 o'clock P.M.

and Recorded Jan. 18th, 1956

in Deed Book 267, Page 130-131-132

Carl A. Shair,  
County Recorder

Recorder's Fee \$2.00 paid

13.00 Rec.

RAMSEY and DIBELIUS  
Attorneys at Law  
Sandusky, Ohio

THE ERIE COUNTY TITLE CO.

1956



Exhibit \_\_

Access Easement

Situated in the City of Sandusky, County of Erie, State of Ohio and being in part of Lots 49 and 51 on Washington Street as shown in the Old Town Plat of the City of Sandusky, also being part of the lands of City of Sandusky as recorded in Deed Volume 266, Page 421 of the Erie County, Ohio records (all further referenced documents being of the Erie County records) and being further described as follows:

COMMENCING at the intersection of chiseled marks on a manhole rim at the centerline intersection of E. Market and Wayne Streets;

Thence with the centerline of said Wayne Street South 23°40'04" East a distance of 41.25 feet to a point on a westerly extension of the southerly Right of Way line of said Market Street;

Thence with said westerly extension and said southerly Right of Way line North 66°13'26" East a distance of 307.29 feet to a point at a northeasterly corner of that tract conveyed by deed to Wagner Building, LLC in Record Number 201706236, being also a northwesterly corner of that tract conveyed by deed to the City of Sandusky in Deed Volume 266, Page 421;

Thence with an easterly line of said Wagner Building, LLC tract and a westerly line of said City of Sandusky tract South 23°41'35" East a distance of 200.42 feet to a point at a northeasterly corner of that tract conveyed by deed to Sandusky GSA Properties, Ltd. In Record Number 201605540, said point being at a northwesterly corner of said Lot 51, said point also being the Point of Beginning of the tract herein described;

- Course 1. Thence with a northerly line of said Lot 51 North 66°13'26" East a distance of 10.00 feet to a point;
- Course 2. Thence crossing said Lot 51, on a line 10.00 feet easterly of and parallel to an easterly line of said Sandusky GSA Properties, Ltd. tract, South 23°41'35" East a distance of 55.37 feet to point;
- Course 3. Thence crossing said Lot 51 and Lot 49, on a line 10 feet northerly of and parallel to a southerly line of said City of Sandusky tract, North 66°13'26" East a distance of 122.70 feet to a point on a westerly Right of Way line of Hancock Street;
- Course 4. Thence with said westerly Right of Way line South 23°41'35" East a distance of 10.00 feet to a point at a northeasterly corner of that tract conveyed by deed to John T. and Susan Murray in Record Number 201805904, being also a southeasterly corner of said City of Sandusky tract;
- Course 5. Thence with a northerly line of said Murray tract and a northerly line of that tract conveyed by deed to CLP Lakeside, LLC in Record Number 201802639, South 66°13'26" West a distance of 132.70 feet to a point at a northwesterly corner of said CLP Lakeside, LLC tract, being a southwesterly corner of said City of Sandusky tract and also in an easterly line of said Sandusky GSA Properties, Ltd. tract;

Course 6. Thence with said easterly line of Sandusky GSA Properties, Ltd, tract North 23°41'35" West a distance of 65.37 feet to the Point of Beginning and containing 1,880.70 square feet be the same more or less but subject to all legal highways and easements of record.

Basis of Bearings is the Southerly right of way line of E. Market St. shown as North 66°13'26" East, determined using GNSS observations in the Ohio State Plane (North) Coordinate System, and the North American Datum of 1983(2011).

The above description is based on a field survey performed August 09, 2018 under the direct supervision of Steve Barlow, Professional Surveyor # 8744 in the State of Ohio.



Steve Barlow  
Professional Surveyor No. 8744  
Date: March 29, 2019



## PLANNING DEPARTMENT

### *Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: March 28, 2019

SUBJECT: 2019 Vehicle Procurement

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation to authorize the City Manager to purchase two (2) Light Transit Vehicle: Fiberglass over Steel (LTV F-S) from Bus Service Inc., of Canal Winchester, Ohio, through the Ohio Department of Transportation Cooperative Purchasing Program.

**BACKGROUND INFORMATION:** The City applied under Resolution #045-18R and was awarded funds by the Ohio Department of Transportation (ODOT) CY2019 5339 Bus and Bus Facilities Grant Program through contract number #081-BABF-19-0200 for the purchase of two (2) Light Transit Vehicles: Fiberglass over Steel (LTV-FS).

The total cost for two (2) Light Transit Vehicle (LTV-FS) is \$115,418.00 of which 80 percent will be paid with CY2019 5339 Bus and Bus Facilities Program funds awarded for the purchase of two additional vehicles to the City of Sandusky/Sandusky Transit System vehicle fleet. The grant requires a 20% match from the city in the amount of \$23,084.00 coming from the Capital Replacement Fund. The vehicles will be ordered after the ordinance approval. STS will submit the 20 percent match to ODOT and they will then order buses directly from vendor. The two (2) new vehicles will be added to the current fleet and no buses will be disposed of in their place. They will be used to support the additional need for buses for new routes and partnerships.

**BUDGET IMPACT:** The purchase of two (2) Light Transit Vehicles: Fiberglass over Steel (LTV-FS) will impact the Capital Replacement Fund in the amount of \$23,084.00, or 20 percent of the total vehicle cost which is \$115,418.00.

**ACTION REQUESTED:** It is requested legislation be adopted by the City Commission to allow the City Manager to purchase vehicles for the Sandusky Transit System. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow vehicles to be ordered, received, and placed in service at the earliest opportunity.

I concur with this recommendation:

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Eric Wobser, City Manager

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Angela Byington, Director of Planning

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Nicole DeFreitas, Transit Administrator

**OHIO DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION**

**IN ACCOUNT WITH:**

Sandusky Transit System  
222 Meigs Street  
Sandusky, OH 44870

**ADDRESS QUESTIONS**

**CONCERNING THIS INVOICE TO**

Ohio Department of Transportation  
Office of Transit  
Phone (614) 728-5629

County	Invoice #	Invoice Date	Program	Contract No.	Project #	Due Date	Batch No.
Erie	1900	03/15/2019	5339	081-BABF-19-0200	BABF-0081-014-191	3/29/19	LTV-FS

**DESCRIPTION**

**TOTAL \$ 23,084.00**

FY2019 Bus and Bus Facilities Program  
2—Light Transit Vehicle: Fiberglass over Steel (LTV-FS)

**Total Project Costs:       \$ 115,418.00**  
**Federal Share:               \$ 92,334.00**  
**Local Share:                 \$ 23,084.00**

**Total Amount Due \$ 23,084.00**

**MAKE CHECKS PAYABLE TO:**

**TREASURER OF STATE  
c/o DEPARTMENT OF TRANSPORTATION**

**INVOICE NUMBER: 1900**

**TOTAL DUE: \$ 23,084.00**

**DUE DATE: 03/29/2019**

**REMIT TO:/**

**OHIO DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRANSIT  
1980 Broad Street, Mail Stop 3110  
COLUMBUS, OH 43223**

**\*\*\*\*\*PLEASE RETURN A COPY OF THIS INVOICE WITH PAYMENT\*\*\*\*\***

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) LIGHT TRANSIT VEHICLES FROM BUS SERVICE, INC., OF CANAL WINCHESTER, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission authorized the filing of a grant application with the Ohio Department Of Transportation through the US DOT Federal Transit Administration (FTA) for the CY 2019 Bus and Bus Facilities Program Grant for the purchase of vehicles for the Sandusky Transit System by Resolution No. 045-18R, passed on October 9, 2018, and was subsequently awarded funds in the amount of \$92,334.00; and

**WHEREAS**, the two (2) Light Transit vehicles, Fiberglass over Steel (LTV F-S), are available from Bus Service, Inc., of Canal Winchester, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of any further bidding process; and

**WHEREAS**, in the past the City would place the order and make payment directly to the selected prequalified vendor and then request reimbursement from ODOT for the awarded grant funds but ODOT now requires the City to submit the local matching funds directly to ODOT and upon receipt ODOT will place the order for the vehicles and make full payment to the selected vendor; and

**WHEREAS**, the total cost for the purchase of vehicles is \$115,418.00 of which \$92,334.00 will be paid with funds awarded from the U.S. DOT Federal Transit Administration (FTA) through the Ohio Department of Transportation and the remaining balance of \$23,084.00 will be paid with Capital Replacement Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the replacement vehicles to be ordered, received, and placed in service at the earliest opportunity; and

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

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

Section 1. The City Manager hereby approves the purchase two (2) Light Transit Vehicles, Fiberglass over Steel (LTV F-S), from Bus Service, Inc., of Canal



Winchester, Ohio, through the State Of Ohio Department Of Transportation Cooperative Purchasing Program for the Sandusky Transit System, at an amount **not to exceed** One Hundred Fifteen Thousand Four Hundred Eighteen and 00/100 Dollars (\$115,418.00).

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to the Ohio Department of Transportation for the purchase of these vehicles at an amount **not to exceed** Twenty Three Thousand Eighty Four and 00/100 Dollars (\$23,084.00) pursuant to and in accordance with the terms provided by the Ohio Department of Transportation relating to the CY 2019 Bus and Bus Facilities Program Grant.

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## DEPARTMENT OF PUBLIC WORKS

### *Division of Engineering*

222 Meigs Street  
Sandusky, Ohio 44870

419.627.5829

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: March 26, 2019

**Subject: Commission Agenda Item – Permission to award Pier Track Pump Station and Farwell Pump Station Improvements Project**

**ITEM FOR CONSIDERATION:** Ordinance awarding a contract to North Bay Construction, Inc. Westlake, Ohio for the Pier Track Pump Station and Farwell Pump Station Improvements Project.

**BACKGROUND INFORMATION:** The City of Sandusky operates a sewer pump station along the eastern side of Cedar Point Road between Cleveland Road and First Street in the eastern area of the City known as the Pier Track Pump Station. The Pier Track Pump Station was built in the late 1950's. The last major improvement that was completed on the station was in 1982 which included replacing one of the three existing pumps with a new Fairbanks Morse pump and electrical improvements.

The second sewer pump station is called Farwell and is located along Farwell Street between Second and First Streets. The original Farwell Pump Station was also built in the late 1950's. The last major improvement to the original station was completed on the station in 1982 which included replacing one of the four existing pumps with a new Fairbanks Morse pump and electrical improvements. This work was done at the same time as the Pier Track work. The design consultant, Jones & Henry Engineers, Ltd. has prepared construction drawings and specifications for both of the pump stations.

This improvement project is required by the Ohio Environmental Protection Agency (EPA) per negotiations related to the CSO General Plan and detailed in the existing amendments to the City's NPDES permit.

The following four bids were received on March 8, 2019.

North Bay Construction, Inc      Bid: \$2,752,444.00  
Westlake, Ohio

Mosser Construction              Bid: \$2,756,999.00  
Fremont, Ohio

Ge. Gradel Co.                      Bid: \$2,885,157.00  
Toledo, Ohio

Kirk Bros. Co., Inc.                Bid: \$3,031,000.00  
Alvada, Ohio



The engineer's estimate is \$2,511,259.00. Per Contract Article 5.1.1 Limits on Award, no contract shall be entered into if the price of the contract is in excess of 10% above the estimate. The bid received from North Bay Construction, Inc. is below the 10% threshold of \$2,762,384.90. North Bay Construction, Inc. is determined to be the lowest and best bid. The design consultant on this project, Jones & Henry Engineers, Ltd. has reviewed the bids and recommends awarding the project to North Bay Construction, Inc. and the Department of Public Works agrees with this recommendation.

The City of Sandusky's Local Preference Policy could not be used to evaluate the bids due to the funding source.

**BUDGETARY INFORMATION:** The estimated cost of the project, including inspection, advertising, and miscellaneous costs is \$3,027,688.40 will be paid with Sewer Funds.

City Commission approved at the October 22, 2018 meeting, resolution number 048-18R for the city to file an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Ohio Water Pollution Control Loan Fund (WPCLF). The loan will be used at a 0% interest rate for a maximum term of twenty (20) years.

In addition to the WPCLF loan, the City will seek appropriate reimbursement from Erie County as per the terms of the existing Sewer Services Agreement and associated amendments. Currently Erie County's share is 55% for the Farwell Pump Station and 48% for the Pier Track Pump Station.

**ACTION REQUESTED:** It is requested that an Ordinance be awarded for the construction contract to North Bay Construction, Inc. Westlake, Ohio in the amount of \$2,752,444.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to start the construction activities this spring since it is expected to take fourteen months for substantial completion of the construction items with final completion expected in August of 2020. This schedule will allow the City of Sandusky to meet the requirements of the Ohio EPA Consent Order for planned improvements to these two pump stations. Both stations need to have the upgrades completed and operational by December 1, 2020.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein  
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NORTH BAY CONSTRUCTION, INC. OF WESTLAKE, OHIO, FOR THE PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

**WHEREAS**, the improvements to the Pier Track and Farwell Pump Stations are required by the Ohio Environment Protection Agency (OEPA) pursuant to negotiations related to the CSO General Plan; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 17-228, passed on December 11, 2017, and recently approved an amendment to the agreement for additional services by Ordinance No. 18-195, passed on October 9, 2018; and

**WHEREAS**, this City Commission approved the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 048-18R, passed on October 22, 2018; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 007-19R, passed on February 11, 2019; and

**WHEREAS**, upon public competitive bidding as required by law four (4) bids were received and the bid from North Bay Construction, Inc. of Westlake, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total estimated cost of this project, based on bids and including engineering, inspection, advertising and miscellaneous expenses is \$3,027,688.40 and will be paid with Sewer Funds with partial reimbursement to be requested from Erie County pursuant to the Sewer Services Agreement and associated Amendments and potentially funded with a 0% interest loan through the WPCLF program if approved; and

**WHEREAS**, approval is being requested in companion legislation to enter into a Water Pollution Control Loan Fund Agreement with the OEPA and the Ohio Water Development Authority (OWDA) to finance the cost of the Pier Track Pump Station and Farwell Pump Station Improvements Project at a 0% interest rate for a maximum term of twenty (20) years; 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 bid the project, receive competitive prices and begin construction activities this Spring as it is expected to take fourteen (14) months for substantial completion of the construction items with final completion expected in August of 2020 which will allow the City to meet the requirements of the Ohio EPA Consent Order to have the pump stations upgraded and operational by December 1, 2020; 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 Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with North Bay Construction, Inc. of Westlake, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Projects in an amount **not to exceed** Two Million Seven Hundred Fifty Two Thousand Four Hundred Forty Four and 00/100 Dollars (\$2,752,444.00) consistent with the bid submitted by North Bay Construction, Inc. of Westlake, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E., Assistant City Engineer

Date: March 29, 2019

Subject: **Commission Agenda Item - WPCLF Loan Agreement with the Ohio EPA for Pier Track Pump Station and Farwell Pump Station Improvements Project**

**ITEM FOR CONSIDERATION:** Requesting legislation approving a loan agreement between the City of Sandusky and the Ohio Environmental Protection Agency (OEPA) and the Water Pollution Control Loan Fund (WPCLF) for the Pier Track Pump Station and Farwell Pump Station Improvements Project.

**BACKGROUND INFORMATION:** The OEPA established the WPCLF program in 1988 and finances a variety of projects that have a water quality benefit at their core. Funding point and nonpoint source solutions to Ohio's water pollution problems is its main purpose, with more than \$7 billion having been loaned as of 2016. With assistance from OWDA, DEFA administers this program designed to operate in perpetuity, and to assist Ohio's communities and citizens with their water resource protection and restoration. Loans shall be issued at a 0% interest rate and a maximum term of twenty (20) years.

In 2017 the City entered into a Professional Design Agreement with Jones & Henry Engineers, LTD, to provide design services for the Pier Track Pump Station and Farwell Pump Station Improvements Project, which included three phases, Preliminary Design, Final Design and Bidding Assistance. The City recently approved an amendment to the Professional Design Agreement to account for the additional work to evaluate flow data received from external sources and determine what improvements would be needed in the City's sewer system to ensure consistency with current legal agreements and the General Plan update of 2017. Staff presented legislation at the October 22, 2018 City Commission meeting requesting approval to submit the loan application of which was approved via resolution 048-18R.

Similar to the normal OWDA loan process, these loans are voted on by a committee each month. To receive formal approval of this loan, it is required that bids are accepted and legislation be passed to award the construction contract. Bids were received on March 8, 2019, and approval is being requested in companion legislation to award a construction contract to North Bay Construction Inc. of Westlake, Ohio in the amount of \$2,752,444.00.

**BUDGETARY INFORMATION:** The total cost associated with the loan will be as follows:

Engineering Costs, Jones & Henry Engineer	\$230,000.00
Construction Costs, North Bay Construction	\$2,752,444.00
<u>10% Project Contingency</u>	<u>\$275,244.40</u>
	\$3,257,688.40

The entire cost will be reimbursed over twenty (20) years from the Sewer Funds, with no interest associated with this loan.

**ACTION REQUESTED:** It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority and the Ohio Environmental Agency under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with the Ohio Water Development Authority by May 1, 2019. This will allow OWDA to approve the loan by the end of May which will coincide with the construction phase allowing reimbursement to the city right after payments are made.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director of Public Works

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A WATER POLLUTION CONTROL LOAN FUND AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA), AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF THE PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 17-228, passed on December 11, 2017, and recently approved an amendment to the agreement for additional services by Ordinance No. 18-195, passed on October 9, 2018; and

**WHEREAS**, this City Commission approved the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 048-18R, passed on October 22, 2018; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 007-19R, passed on February 11, 2019; and

**WHEREAS**, approval is being requested in companion legislation to award a contract to North Bay Construction, Inc. of Westlake, Ohio, in the amount of \$2,752,444.00 for the Pier Track Pump Station and Farwell Pump Station Improvements Project; and

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

**WHEREAS**, Title VI of the Clean Water Act (CWA), as amended, authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and

**WHEREAS**, pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the estuary protection programs; and

**WHEREAS**, the Ohio General Assembly has created a water pollution control loan fund (WPCLF) pursuant to R.C. Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and

**WHEREAS**, to assist the Director in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by the R.C. Section 6111.036, the Director has entered into an Interagency Agreement with the OWDA and has annually entered into a renewal of that Agreement; and

**WHEREAS**, the City of Sandusky is desirous of obtaining financing from the Ohio EPA and the OWDA using funds from the WPCLF in the amount of \$3,257,688.40 to finance the cost of the Pier Track Pump Station and Farwell Pump Station Improvements Project and the loan shall be issued at a 0% interest rate for a maximum term of twenty (20) years; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Water Pollution Control Loan Fund Loan Agreement with the Ohio EPA and the Ohio Water Development Authority and subsequently receive approval of the loan by the end of May which will coincide with the construction phase and allow for reimbursement of costs immediately after payments are made; and

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

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



Section 1. This City Commission hereby approves the Pier Track Pump Station and Farwell Pump Station Improvements Project and to finance the costs of these activities in cooperation with the Ohio EPA and the OWDA under the provisions, terms and conditions set forth in the "Water Supply Revolving Loan Account Loan Agreement", substantially in the same form as attached hereto marked Exhibit "1".

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

Section 3. The dedicated source of repayment will be Sewer Funds; and

Section 4. 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 5. 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 6. 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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019

**WATER POLLUTION CONTROL LOAN FUND AGREEMENT**

This Agreement made and entered into as of the "Effective Date," by and among the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the "OWDA," and together with the Director, the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1 as the "Resolution Date" (the capitalized terms not defined in the recitals being as defined in Article I herein);

**WITNESSETH:**

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

WHEREAS, Title VI of the Clean Water Act, as amended (the "CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state water pollution control revolving loan fund; and

WHEREAS, pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities and intermunicipal and interstate agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the estuary protection programs; and

WHEREAS, the Ohio General Assembly has created a water pollution control loan fund (the "WPCLF") pursuant to R.C. Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and

WHEREAS, to assist the Director (whenever the term "Director" is used herein, such term shall also be deemed to include the Director's designated representative(s), if any) in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by the R.C. Section 6111.036, the Director has entered into an Interagency Agreement with the OWDA and has annually entered into a renewal of that Agreement; and

WHEREAS, the Borrower is desirous of obtaining financing for necessary Project Facilities, using funds from the WPCLF; and

WHEREAS, the State is willing to provide financing to the Borrower for such Project Facilities, and the Director has determined that the Borrower has complied with the requirements of R.C. Section 6111.036, and is therefore eligible for financial assistance for its Project Facilities under the CWA and said Section; and

WHEREAS, the Borrower has demonstrated to the satisfaction of the State that it has the capability to pay the Semi-Annual Payment over the Contract Period of Years; and

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

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

## **ARTICLE I - DEFINITIONS**

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Agreement. This fee is not an Eligible Project Cost and is in addition to the Semi-Annual Payment. The fee is calculated at thirty-five hundredths of one percent (.35%) of the estimated Eligible Project Costs, or four hundred dollars (\$400.00), whichever is the greater.

(b) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(c) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 603(C) of the CWA and R.C. Section 6111.036.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of such disbursement.

(e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1 as "Interest Rate."

(f) "Contract Period" means the period beginning the Effective Date and ending on the date of the conclusion of the Contract Period of Years.

(g) "Contract Period of Years" means the period of calendar years shown on Exhibit 1 as "Term In Years," commencing on the Date of Initial Payment to the WPCLF as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed 20 years.

(h) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(i) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(j) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WPCLF, a description and distribution of which, subject to paragraph

4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

(k) "Facilities Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, in satisfaction of R.C. 6111.036 (K)(7).

(l) "Finding of No Significant Impact" or "FNSI" means all materials developed by the Borrower and the Director in satisfaction of R.C. Sections 6111.036 (K)(5) and (L).

(m) "Initiation of Operation" means the date that all Project Facilities are in full and sustained operation as planned and designed.

(n) "Participation Rate" means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.

(o) "Performance Certification" means the certification by the Borrower that the Project Facilities are meeting the agreed upon performance criteria on the date one year after Initiation of Operation of the Project Facilities.

(p) "Performance Criteria" means the standards set forth by the Director and agreed to in writing by the Borrower which the Borrower shall meet for the design life of the Project Facilities.

(q) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Wastewater Service Charges and other revenues derived by the Borrower from the ownership and operation of its wastewater system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system. These Pledged Revenues shall constitute a Dedicated Repayment Source, as defined in the CWA.

(r) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1 attached hereto and made a part hereof and more particularly described in the approved plans and specifications on file with the Director, together with any changes therein made pursuant to Article III hereof, but does not include facilities which are a part of the WRRSP Project.

(s) "Project Participation Principal Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds from the WPCLF, which costs shall in no event exceed the amount specified on Exhibit 1 as the "Principal Amount."

(t) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities, but does not include the WRRSP Site.

(u) "Semi-Annual Payment" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal

Amount and the Participation Rate is specified on Exhibit 1 beneath the Principal Amount. A portion of Semi-Annual Payment will be deposited into an account to offset Ohio EPA administrative expenses.

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

(v) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Facilities including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the appropriate legislative authority.

(w) "Wastewater Service Charge" means a charge against the user payable to the Borrower for the collection or collection and treatment of wastewater and for the provision of the facilities therefor.

(x) "WRRSP Project" means the actions and facilities, including the manner of their implementation and maintenance, which have been approved by the Director under the WPCLF's Water Resources Restoration Sponsor Program and identified by the approved WRRSP Restoration / Protection Plan.

(y) "WRRSP Restoration / Protection Plan" means all materials developed by the Borrower, including materials developed by the Implementer and submitted by the Borrower, in satisfaction of the requirements of the Director to approve a WRRSP Project for assistance, including the Director's approval and any applicable conditions.

(z) "WRRSP Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the implementation, construction, and operation of the WRRSP Project.

## **ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO**

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

Section 2.2. The Borrower agrees that the State or its designated representatives shall have the right at all reasonable times to enter upon the Project Site, WRRSP Site, WRRSP Project location, and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

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

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract bids received on the date specified on Exhibit 1 as "Bid Opening."

Section 3.2. In connection with the construction of the Project Facilities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved facilities plan, the Finding of No Significant Impact, the approved project schedule, and the approved project detailed plans and specifications, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

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

(c) The construction of the Project Facilities on the Project Site, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(d) Following construction contract award and prior to the commencement of construction, the Borrower will arrange and conduct a pre-construction conference to include the Borrower, the consulting engineers of the Borrower, and all contractors, and designated representatives of the State as appropriate or necessary.

(e) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(f) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

(g) Any change or changes in a construction contract regardless of costs which substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities upon the environment will be submitted to the Director for prior approval and then, upon approval, be forwarded to the OWDA. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Director's approval of the change orders has been obtained.

(h) Change orders not requiring prior approval of the State will be submitted to the Director within one (1) month of the time at which they are approved by the Borrower. The Borrower shall be precluded from

submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Director's approval of the change orders has been obtained.

(i) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower.

(j) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

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

(l) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 and December 26, 2013 (see circular A-133) and have an audit of its use of Federal financial assistance. The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

(m) In the event construction costs are to be paid from loan proceeds under this Agreement, the Borrower shall comply with the Federal Davis-Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.

(n) The Borrower acknowledges and agrees that its obligation under Section 3.2(c) to conform to applicable requirements of Federal laws, rules and regulations, includes, without limitation, the obligation to:

(i) comply with all applicable Federal requirements imposed by the 2014 Appropriations Act and related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (A) the Borrower has requested and obtained a waiver from the Director pertaining to the Project or (B) the Director has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(ii) comply with all record keeping and reporting requirements under the CWA, including any reports required by the Federal agency or the Director such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (A) each contract and subcontract related to the Project is subject to audit by appropriate Federal and State entities and (B) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Borrower of financial assistance provided under this Agreement and/or other remedial actions.

(o) The Borrower agrees to comply with the requirements of section 603(d)(1)(E)(i) of the CWA, added to the CWA by the Water Resources Reform and Development Act of 2014 (WRRDA), for a Fiscal Sustainability Plan (FSP). The Borrower agrees to certify, as part of the Performance Certification, a Fiscal Sustainability Plan has been developed and implemented.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with generally accepted government accounting standards, including standards

relating to the reporting of infrastructure assets, in accordance with generally accepted accounting principles as issued by the Governmental Accounting Standards Board. The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and R.C. Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: the approved project facilities plan, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the WPCLF, the R.C. Section 6111.036, and the CWA, which must be met before receiving disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Project Participation Principal Amount disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination, or, at the State's option, upon terms mutually agreed to between the State and the Borrower.

Section 3.8. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WPCLF (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WPCLF), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WPCLF Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements of paragraph (j) of Section 3.2. above, the OWDA shall cause the Trustee to disburse monies of the WPCLF in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated



Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the State.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the State of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with the following requirements in accordance with the time schedule contained in Section 3.11. hereof:

(a) In addition to the legislation required by this Agreement in the preambles, the Borrower, through its legislative body, shall pass legislation, to implement the system of user charges (Operation, Maintenance, and Replacement expenses) and the sewer use ordinance that was contingently approved by the Director prior to the execution of this Agreement. In addition, as appropriate, the Borrower shall execute an approved intermunicipal service agreement, as described in the State of Ohio EPA Guidance for a User Charge System, as amended.

(b) The Borrower shall complete all activities and documents provided in the Operation and Maintenance (O&M) Program Plan as amended.

(c) If deemed necessary by the approved Facilities Plan, the Borrower shall be in compliance with any required sewer system evaluation and rehabilitation schedules, as described in the approved Facilities Plan, accepted in the Approved Application, and incorporated into this Agreement on Exhibit 1 as "Special Terms and Conditions," and made a part hereof.

(d) The Borrower shall comply with applicable "fair share" goals and reporting annually by October 15<sup>th</sup> of each year for utilization of Disadvantaged Business Enterprises.

(e) On the date one year after Initiation of Operation of the Project Facilities, the Borrower shall prepare and submit to the Director the Performance Certification report and Performance Certification. Should the Project Facilities not be in compliance with the Performance Criteria, on the date one year after Initiation of Operation of the Project Facilities, the Borrower will prepare and submit to the Director a corrective action report outlining what tasks are necessary to meet the Performance Criteria, and setting forth a schedule, acceptable to the State, which will allow the Borrower to meet said Performance Criteria.

Section 3.11. The Borrower shall be in conformance with the requirements of Section 3.10. above and in compliance with the following:

(a) By the time 50% of the Eligible Project Costs to be reimbursed by WPCLF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) No later than one year after Initiation of Operation, the Borrower shall complete all activities and documents provided in the O&M Program Plan and participate in a final evaluation meeting.

(c) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State, that it is in compliance with the requirements of paragraphs (c) and (d) of Section 3.10. above, as the compliance relates to construction of the Project Facilities.

Except as related to paragraphs (c) and (d) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10. and 3.11. herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (j) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

#### **ARTICLE IV - PAYMENTS BY BORROWER**

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WPCLF, the Semi-Annual Payment, solely from the Pledged Revenues.

The obligation of the Borrower to pay the charges set forth in this Section 4.1 shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that construction or operation of the Project Facilities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to be obligated to pay such charges pursuant to this Section 4.1. In the event the Borrower defaults in the payment of the Semi-Annual Payment, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WPCLF Loan Agreement.

In the event that the Borrower fails to make a full Semi-Annual Payment as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment of the outstanding principal.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower but only the Pledged Revenues, shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than the fifteenth day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 4.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 4.3. The Borrower hereby agrees:

(a) That it will at all times prescribe and charge such rates, after meeting: (1) operation and maintenance expenses therefore, and, (2) if required by the Director pursuant to R.C. Section 6111.036, a contribution to the Borrower's Capital Improvements Fund and, (3) the payment of all amounts required by

any Mortgage, Indenture of Mortgage, Trust Indenture or other instrument heretofore or hereafter granted by the Borrower, or contractual obligations between the Borrower and the State, payable solely from Pledged Revenues, as shall result in revenues at least adequate, to provide for the payments required by Section 4.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any, and

(b) That the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income of the wastewater system and also an annual report of the accounts and operations of the wastewater system and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the wastewater system from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the Borrower within the meaning of R.C. Section 2731.01.

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

Section 4.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. As a preliminary indication of that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with construction of the Project Facilities.

Section 4.6. The Borrower agrees that, in the event the Borrower or its contractors receives WPCLF moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys to the WPCLF at the time of the first Semi-Annual Payment, or as otherwise agreed to by the Borrower and the State.

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State's incorporation by reference into State official statements or other State filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the

Borrower may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

## **ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION**

Section 5.1. The Borrower agrees that during the Contract Period of Years it will:

(a) Operate the Project Facilities in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and

(b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

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

Section 5.2. The Borrower agrees that it will initiate operation of the Project Facilities in accordance with the Project Schedule, as amended, and will not discontinue operation of the Project Facilities without the approval of the Director. The Borrower agrees that it will provide adequate operation and maintenance of the Project Facilities to comply with all applicable rules and regulations of the Director. The Borrower agrees that, in accordance with its NPDES permit and the Operation and Maintenance Program sufficient qualified operating personnel certified by the State of Ohio will be retained by the Borrower to operate the Project Facilities, and all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities from the time of Initiation of Operation until the end of the Contract Period of Years or the approval of the discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the sewer use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or

damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the WPCLF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Sections 5.3 and 5.4. hereof shall be so written or endorsed as to make losses with respect to the Project Facilities, if any, payable to the State on behalf of the WPCLF, and the Borrower as their respective interests may appear. Each insurance policy provided for in Sections 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

(a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and

(b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2. hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2. and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay solely out of Pledged Revenues.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1. hereof, and the Borrower will:

(a) Promptly repair, rebuild or restore the property damaged or destroyed, and

(b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1. hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

(a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project Facilities, which real estate and facilities shall be deemed a part of the Project Site and Project Facilities without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Borrower upon delivery to the OWDA of a certificate signed by an authorized officer of the Borrower that the Borrower has complied with either paragraph (a) or (b), or both, of this Section 5.10. The OWDA shall cooperate fully with the Borrower in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities of any part thereof. In no event will the Borrower voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site or Project Facilities or any part thereof without the written consent of the State.

Section 5.11 This Section 5.11 shall apply if Exhibit 1 hereto indicates that the Contract Interest Rate includes a Water Resource Restoration Sponsor Program (WRRSP) discount.

(a) In accepting the WRRSP discount, the Borrower agrees that to the fullest extent permitted by law it shall assure implementation of the WRRSP Project in accordance with the specific terms and conditions of each of the following as applicable: approved Restoration / Protection Plans, the Finding of No Significant Impact, agreements or other mechanisms to restrict or maintain the identified uses associated with the WRRSP Project, and agreements between the Borrower and an entity responsible for implementing approved Restoration / Protection Plans (hereinafter the "Implementer") which are attached hereto as Exhibit 2 and made a part hereof. The Borrower accepts such performance as an essential element of this Agreement.

(b) Following the award of assistance, the Borrower may request disbursements for completion of a Restoration / Protection Plan and for implementation of an approved Restoration / Protection Plan. All such disbursements will be requested on the "Online Fund Payment Request Form" provided by the Ohio Water Development Authority website. The parties to this Agreement expect that costs directly associated with implementing the Restoration / Protection Plan will be disbursed by the OWDA either to the Borrower, the Implementer, an escrow agent jointly selected by the Borrower and the Implementer, or to contractors supplying materials or performing services in furtherance of this Agreement which have been designated by the Borrower as authorized recipients of such disbursements.

When WRRSP-eligible costs are incurred on behalf of the Implementer, invoices shall first be submitted to the Implementer which shall approve them to be requested for reimbursement by the Borrower and shall certify such invoices as eligible for assistance prior to forwarding them to the Borrower. The Borrower shall approve and certify all invoices (whether incurred by the Borrower directly or the Implementer) prior to submitting them to the Director with the accompanying disbursement request form. The Director shall review the disbursement request, including accompanying invoices, and if it is approved, shall transmit it to OWDA which then will be responsible for disbursing funds directly, either to the Borrower, escrow agent or to the contractor.

(c) Each interest in property acquired by either the Borrower or the Implementer as part of the WRRSP Project shall be subject to legally enforceable use restrictions which shall run with the property, perpetually limiting the use of the property to natural area uses consistent with the approved Restoration / Protection Plan. All conservation easements acquired either by the Borrower or the Implementer to implement or maintain the WRRSP Project shall be permanent easements and shall limit the uses of the land under easement to natural area uses consistent with the approved Restoration / Protection Plan. Borrower shall submit to the Director copies of documents containing such restrictions within ninety days of acquisition of the property interest.

(d) Borrower's failure to comply with any of the terms of this Section or the terms of any WRRSP-related requirements identified in any of the documents listed above during the time this Agreement is in effect shall be considered a default under this Agreement. If the State provides written notice of such default to the Borrower and the Borrower fails within sixty days of the date of such notice to satisfactorily demonstrate in writing to the Director that the Borrower is taking appropriate actions that will cure the default and will result in compliance with the WRRSP requirements, then from and after the date that is sixty days after the date of such notice the State will increase the Contract Interest Rate to a rate necessary to recover the amount of WRRSP funds disbursed and to eliminate the 0.1% discount for the remainder of the Contract Period of Years, and all subsequent semi-annual payments for the remainder of the Contract Period of Years will be adjusted accordingly. Borrower agrees to submit in a timely manner the amounts required by the revised semi-annual payments for the remainder of the effective period of this Agreement.

The amount that the State recovers through the remedy provided for in this paragraph shall not exceed the total of the WRRSP Project cost financed by the WPCLF and the 0.1% interest discount for the remainder of the Contract Period of Years, and any amount thus recovered by the State shall be credited toward the liquidation of any liability of the Borrower under this Section 5.11.

(e) To the extent that Borrower's failure to comply with WRRSP-related requirements involves a failure on the part of an Implementer to carry out a term or condition of an approved Restoration / Protection Plan for which a remedy exists via a separate enforceable agreement between the Director and the Implementer, the Director shall first attempt to address such non-compliance through the agreement between the Director and the Implementer prior to invoking any remedies under this agreement or otherwise available. If the Director, after exercising its obligation to attempt to address non-compliance through direct action between the Director and the Implementer, provides written notice to the Borrower that noncompliance continues to exist, the Director or the State may undertake any remedies under this agreement or otherwise available.

**ARTICLE VI - GENERAL REPRESENTATIONS AND AGREEMENTS;  
EVENTS OF DEFAULT AND REMEDIES**

Section 6.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the CWA and R.C. Section 6111.036, subject to its rights to contest in good faith the issue of non-compliance, and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

Section 6.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

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

(b) The Borrower shall fail to observe and perform any other obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the Borrower is taking all reasonably necessary actions to cure such failure with all deliberate speed. Notwithstanding the contents of this paragraph, the notice and cure provisions of paragraph 5.11(d) shall apply to the WRRSP Project portions of the assistance in the event of a failure to comply with the terms of WRRSP-related requirements under this Agreement.

(c) Any representations made by the Borrower in Section 6.1 or 7.1 shall at any time during the Contract Period of Years prove to be false.

(d) The Borrower shall fail to observe any of the covenants contained in Article VII herein.

Section 6.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required payment, or due to any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2.(a), or of the Plan Approval for the Project Facilities under Section 6111.44 of the Ohio Revised Code. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:



(a) declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 5.11, 6.3 or 6.4 hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6 shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

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

#### **ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS / PRIVATE BUSINESS USE RESTRICTIONS**

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

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

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

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

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

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

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

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

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

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

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

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the Borrower referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

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

**ARTICLE VIII - MISCELLANEOUS PROVISIONS**

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

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

Ohio Water Development Authority  
480 South High Street  
Columbus, Ohio 43215  
Attn: Executive Director

and,

(b) in the case of the Director, is addressed to or delivered personally to the Director at:

Ohio Environmental Protection Agency  
Lazarus Government Center  
50 West Town Street, Suite 700  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

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

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

Section 8.5. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable. In lieu thereof the parties agree that there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

## Water Pollution Control Loan Fund Agreement

Section 8.6. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years, based on the Semi-Annual Payment being paid at the rate established in Section 4.1. hereof, or until the day the obligations of the Borrower under this Agreement have been fully satisfied, whichever is later.

Section 8.7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 8.8. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to R.C. 1306.06(C).

The remainder of this page is intentionally left blank.

Water Pollution Control Loan Fund Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

By \_\_\_\_\_  
Ohio EPA Counsel

Print Name \_\_\_\_\_

OHIO ENVIRONMENTAL PROTECTION AGENCY

By \_\_\_\_\_  
Laurie A. Stevenson, Director

Date \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
General Counsel

Print Name \_\_\_\_\_

OHIO WATER DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Scott L. Campbell, Executive Director

Date \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
Borrower's Counsel

Print Name \_\_\_\_\_

BORROWER

By \_\_\_\_\_  
Authorized Representative

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Water Pollution Control Loan Fund

**Exhibit 1****Project Name:** Pier Track and Farwell Pump Station Upgrades CSO**Borrower:** Sandusky**Loan Number:** CS390830-0005**Address:** 222 Meigs Street**City & State:** Sandusky, OH**Zip Code:** 44870**Borrower's Authorized Representative:** Eric Wobser**Phone:** (419) 627-5844

### Project Description

Upgrade of the Pier Track Pump Station and Farwell Pump Station which are part of improvements to improve reliability and reduce wet weather sanitary sewer overflows from the East Side of the City's service area. The improvements will help to convey flows to the City's WWTP for treatment. The improvements are required as part of the City's General Plan Update and Compliance Schedule. This project will affect overflows on the eastern side of the City of Sandusky, including the Arthur Street overflow.

### Cost Data

Activities	Eligible	Total Project Cost
<b>Technical Services</b>		
Engineering Services	\$230,000.00	\$230,000.00
<b>Construction</b>		
North Bay Construction, Inc. - Pump Stations Replacement Project	\$2,752,444.00	\$2,752,444.00
<b>Other Costs</b>		
Contingency	\$275,244.40	\$275,244.40
<b>Total Estimated Cost</b>	<b>\$3,257,688.40</b>	<b>\$3,257,688.40</b>

### WPCLF Loan Information

Interest Rate:	0.0%
Term in Years:	20.0
Number of Payments:	40
Participation Rate:	0.025

Principal Amount:	\$3,257,688.40
Interest:	\$0.00
Total Cost of Borrowing:	\$3,257,688.40
Payment:	\$81,442.21

### Project Schedule

Application Date:	12/20/2018
Resolution Date:	12/20/2018
Performance Certification:	07/01/2021

Initiation of Operation:	07/01/2020
Date of Initial Payment:	07/01/2021

### Pledged Revenues

Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source	
Special Assessments	
General Taxes	
Wastewater Service Charge	\$3,257,688.40
Other:	
<b>Total</b>	<b>\$3,257,688.40</b>

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.

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**Eric Wobser**

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**Date**



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E., CPESC, CPSWQ

Date: March 27, 2019

Subject: **Commission Agenda Item- Authorization to Bid McCartney Road Reconstruction, Storm Sewer and Storm Pump Station Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the McCartney Road Reconstruction, Storm Sewer and Storm Pump Station project.

**BACKGROUND INFORMATION:** McCartney Road is currently in a poor condition. The last major improvements occurred approximately thirty (30) years ago. With the area being close to the Bay, the drainage becomes dependent on the Sandusky Bay water surface, reducing the ditch and pipe flow capacities.

This project includes new storm drainage sections, additional catch basins in existing sections and a new pump station that will pump-down the ditches (located south of Barrett Road and north of McCartney Road) to the north side of a backflow preventer.

Additionally, a new culvert will be installed under Barrett Road, along with storm sewer relocations to the east of the existing culvert crossing. The new culvert will include a backflow device to control water in the railroad ditch when bay levels become elevated, which will prevent surcharged conditions back to the McCartney Road storm system.

Once all of the underground utilities are installed, the street will be reconstructed with a new stone base and asphalt driving surface. The new storm sewer will be located under the pavement area. With this additional work within the pavement area, it was determined that a full-depth pavement repair would provide a better solution to the pavement reconstruction. This project also includes the resurfacing of Ward Street, Church Street and the north section of Niagara Street.

**BUDGETARY INFORMATION:** The total estimated cost of the project, including construction, engineering, inspection, advertising, and miscellaneous costs is \$1,840,000.00 with \$175,000.00 to be paid with Issue 8 funds from the Capital Projects Fund, \$175,000.00 to be paid with Ohio Public Works Commission (OPWC) loan funds, and it is anticipated the City will apply for a low interest Ohio Water Development Authority (OWDA) loan after bid opening to fund the remaining balance of \$1,490,000.00.

**ACTION REQUESTED:** It is recommended that the proposed McCartney Road Reconstruction, Storm Sewer and Storm Pump Station 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 in order to bid the project, receive competitive prices and begin the underground utilities this Spring so that this long awaited project can be substantially completed by December of 2019.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED MCCARTNEY ROAD RECONSTRUCTION, STORM SEWER, AND STORM PUMP STATION PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project involves the reconstruction of McCartney Road, including a new storm drainage system, new pump station, new culvert under Barrett Road, along with the resurfacing of Ward Street, Church Street, and the north section of Niagara Street; and

**WHEREAS**, this City Commission authorized the submission of an application for financial assistance to the Ohio Public Works Commission (OPWC) for the McCartney Road Reconstruction Project by Resolution No. 044-17R, passed on August 28, 2017; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 17-167, passed on August 28, 2017; and

**WHEREAS**, the City was not awarded grant funding but was notified by OPWC in April of 2018, of excess funding available and was offered a loan in the amount of \$175,000.00 with zero percent (0%) interest to be repaid over the useful life of the project, which is twenty (20) years and this City Commission authorized and directed the City Manager to enter into a Project Loan Agreement with the Director of OPWC for the McCartney Road Reconstruction Project by Ordinance No. 18-150, passed on July 23, 2018; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Amendment to the Agreement for Professional Design Services with CT Consultants, Inc., of Mentor, Ohio, for the McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project by Ordinance No. 18-196, passed on October 9, 2018; and

**WHEREAS**, the total estimated cost of this project including construction, engineering, inspection, advertising, and miscellaneous expenses is \$1,840,000.00 of which \$175,000.00 will be paid with OPWC loan funds, \$175,000.00 will be paid with Issue 8 funds from the Capital Projects Fund, and it is anticipated the City will apply for a low interest Ohio Water Development Authority (OWDA) loan after bid opening to fund the remaining balance of \$1,490,000.00; 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 bid the project, receive competitive prices and begin the underground utilities this Spring so the project can be substantially completed by December of 2019; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed McCartney Road Reconstruction, Storm Sewer, and Storm Pump Station Project as required by law.

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

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

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

Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



## COMMUNITY DEVELOPMENT DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
(419) 627-5847  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: March 25, 2019

SUBJECT: Commission Agenda Item – Asbestos Abatement and Demolition of 624 Camp Street Project

**ITEM FOR CONSIDERATION:** Ordinance authorizing and directing the City Manager to enter into a contract for the Asbestos Abatement and demolition of 624 Camp Street Project. The property caught fire in 2018 and the City, based on inspection by the Chief Building Official, determined the property to be over 50% deteriorated, damaged and decayed.

The following bids were received on March 18, 2019:

Barnes Nursery	\$19,032.00	100% Bond
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Barnes Nursery of Huron, Ohio was determined to be the lowest and best bid.

**BUDGETARY INFORMATION:** The project cost based on the bid, including advertisement and miscellaneous costs is \$19,232.00. This project will be paid for with \$19,232.00 of Removal of Unsafe Building Funds. The owner will then be billed the full cost of the demolition. If the bill remains unpaid, the full cost of the demolition will be certified to the tax duplicate.

**ACTION REQUESTED:** It is requested that the Ordinance awarding a contract to Barnes Nursery of Huron, Ohio for the Asbestos Abatement and Demolition of 624 Camp Street Project in the amount of \$19,032.00 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with the project and eliminate potential hazards from the neighborhood.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matt Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission  
Hank Solowiej, Finance Director  
Trevor Hayberger, Law Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARNES NURSERY OF HURON, OHIO, FOR THE ASBESTOS ABATEMENT AND DEMOLITION OF 624 CAMP STREET PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the proposed Asbestos Abatement and Demolition of 624 Camp Street Project by Resolution No. 006-19R, passed on January 28, 2019; and

**WHEREAS**, the Asbestos Abatement and Demolition of 624 Camp Street involves the asbestos abatement and demolition of a single-family structure which caught fire in 2018 and is located at 624 Camp Street and identified as Parcel No. 59-00493.000; and

**WHEREAS**, upon competitive bidding as required by law one (1) appropriate bid was received and the bid from Barnes Nursery of Huron, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total cost of the project, based on bid and including advertisement and miscellaneous costs, is \$19,232.00 and will initially be paid with Removal of Unsafe Building Funds and subsequently charged to the owner and if unpaid, all costs related to the demolition will be assessed to the property; 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 move forward with the demolition and eliminate potential hazards from the neighborhood; 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 a contract with Barnes Nursery of Huron, Ohio, for the Asbestos Abatement and Demolition of 624 Camp Street Project, in an amount **not to exceed** Nineteen Thousand Thirty Two and 00/100 Dollars (\$19,032.00) consistent with the bid submitted by Barnes Nursery of Huron, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019



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## DEPARTMENT OF PUBLIC WORKS

### *Division of Engineering*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
.....

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: March 13, 2019

**Subject: Commission Agenda Item – First Amendment to the Agreement with Mannik & Smith Group for Brownfields**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter into a First Amendment to the agreement for Professional Services with Mannik & Smith Group, Inc. (MSG) to implement the community-wide Brownfields Assessment Grants received from the United States Environmental Protection Agency (US EPA).

**BACKGROUND INFORMATION:** The grant agreement between the City of Sandusky and US EPA, dated August 29, 2016, was for a combined award of \$200,000 for Hazardous Substance Assessment and \$200,000 for Petroleum Substance Assessment. Of the available funds, \$391,000 is allocated for contractual services. Ordinance 16-232, passed on December 27, 2016, approved an agreement with Mannik & Smith Group (MSG) for \$195,000. Ordinance 17-020, passed on February 13, 2017, approved an agreement with T&M for \$60,000 and ordinance 17-129, passed on June 26, 2017 increased the T&M contract by \$100,000. Therefore, \$36,000 (of the \$391,000 available) is not currently under contract.

MSG has performed environmental assessments on 14 sites and is in the process of updating the Brownfields Inventory and creating a city-wide Urban Setting Designation. Since the majority of the current contract is already allocated, staff is recommending revising MSG's contract to include the remaining \$36,000. The current grant is scheduled for completion on September 30, 2019, but staff may seek a one-year extension from US EPA if all funds are not spent.

**BUDGETARY INFORMATION:** The Brownfields Grant will fund 100% of this contract, of which will be split between petroleum and hazardous funding as site restrictions apply.

**ACTION REQUESTED:** It is recommended that an ordinance to enter into a First Amendment to the agreement for professional services with Mannik & Smith Group, Inc. for the Brownfields Assessment Grant Projects in the amount of \$36,000.00 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 in order to continue services and expend the funds prior to the grant completion date of September 30, 2019.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT WITH MANNIK & SMITH GROUP, INC., OF BEACHWOOD, OHIO, FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONJUNCTION WITH THE USEPA BROWNFIELDS GRANT RECEIVED FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the filing of an application with the U.S. Environmental Protection Agency for Brownfields Grant funds to complete quality assurance plans, Phase I and Phase II environmental assessments, remedial action plans, training, inventory and city-wide eligibility assessments by Resolution No. 049-16R passed on November 9, 2015; and

**WHEREAS**, the City of Sandusky was awarded \$200,000.00 for Hazardous Waste Assessments and \$200,000 for Petroleum Assessments on August 29, 2016, of which \$391,000.00 is allocated for contractual services; and

**WHEREAS**, this City Commission authorized the City Manager to enter into an Agreement with Mannik & Smith Group, Inc., of Beachwood, Ohio, in the amount of \$195,000.00 by Ordinance No. 16-232, passed on December 27, 2016, and with T & M Associates of Cleveland, Ohio, in the amount of \$60,000.00 by Ordinance 17-020, passed on February 13, 2017, and for an additional \$100,000.00 by Ordinance No. 17-129, passed on June 26, 2017, for professional environmental services in conjunction with the USEPA Brownfields Grants; and

**WHEREAS**, Mannik & Smith Group has performed environmental assessments on 14 sites and this First Amendment will provide for an additional \$36,000.00 in funds to further services for updating the Brownfields Inventory and creating a city-wide Urban Setting Designation related to the City's Brownfields Program for a total amount of \$231,000.00, which will be paid with funds received through the Brownfields 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 immediately execute the amendment to continue services and expend the funds prior to the grant completion date of September 30, 2019; and

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



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

Section 1. The City Manager is authorized and directed to enter into a First Amendment to the Agreement with Mannik & Smith Group, Inc., of Beachwood, Ohio, for Professional Environmental Services in conjunction with the Brownfields Assessment Grants received from the U.S. Environmental Protection Agency, a copy of which is marked Exhibit "1" and attached to this Ordinance, at an amount **not to exceed** Thirty Six Thousand and 00/100 Dollars (\$36,000.00).

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

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

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: April 8, 2019

**FIRST AMENDMENT TO THE AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Services (this “Agreement”), made as of \_\_\_\_\_, 2019, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and The Mannik & Smith, Inc. Group (the “Architect/Engineer”), whose contact person and address are set forth below.

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 design/engineering services for the following project (the “Project”):

Project Name:	<b>2016 – 2019 US EPA Brownfields Assessment Grant</b>
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	The Mannik & Smith Group, Inc.
Contact:	Sally L. Gladwell, CP, CEM, CEI
Address:	1800 Indian Wood Circle Maumee, Ohio 43537

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on January 30, 2017, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on \_\_\_\_\_, between the City and The Mannik & Smith Group, Inc. for a revised fee not to exceed **\$36,000.00**.

**Signature Page to Follow**

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

The Mannik & Smith Group, Inc.  
("Architect/Engineer")

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser  
City Manager

## CERTIFICATE OF FUNDS

### **In the matter of: 2016 – 2019 US EPA Brownfields Assessment Grant**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky 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: \_\_\_\_\_, 2019

CITY OF SANDUSKY

By: \_\_\_\_\_  
Hank Solowiej  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount



March 13, 2019

Mr. Aaron Klein, PE  
Director of Public Works  
**City of Sandusky**  
222 Meigs Street  
Sandusky, Ohio 44870

Re: **2016-2019 U.S. EPA Brownfields Grant Implementation – Contract Amendment**

Dear Mr. Klein:

The Mannik & Smith Group, Inc. (MSG) understands that the City of Sandusky intends to amend MSG's existing contract to include the remaining funds allocated for contractual services under Sandusky's U.S. Environmental Protection Agency (EPA) Community Wide Petroleum and Hazardous Substances Assessment Grants. Therefore, MSG is pleased to provide the City of Sandusky with the following general scope of work to continue to implement assessment activities funded by Sandusky's U.S. EPA Brownfields grants, including completing:

- Brownfield inventories;
- Phase I Environmental Site Assessments (ESAs);
- Asbestos Inspections;
- Phase II ESAs;
- Bureau of Underground Storage Tank Regulations (BUSTR) Tier 1 and Tier 2 Investigations;
- Remedial Planning and/or Remedial Action Plans (RAPs);
- Risk Assessments; and,
- Grant required reporting and documentation via Assessment, Cleanup and Redevelopment Exchange System (ACRES).

## **BACKGROUND**

The City of Sandusky has entered into a Cooperative Agreement (CA) with the U.S. EPA for the Petroleum and Hazardous Substances Assessment Grant project. Per the CA, grant monies allow the City of Sandusky to take the first step in addressing the many brownfields that have significantly limited redevelopment options. The City anticipates that the assessment funds will help spur investment, ideally allowing the City to gain momentum as an attractive and healthy place to live and work. The grant award was for \$400,000, of which \$391,000 is allocated for contractual purposes split evenly between the U.S. EPA Petroleum and Hazardous Substance Assessment programs.

## **SCOPE OF WORK**

All work will be completed under the direction of an Ohio Voluntary Action Program (VAP) Certified Professional. Further, all sites selected by the City for petroleum assessment under the grant program will be submitted to the Ohio State Fire Marshall, BUSTR for grant eligibility review and approval before proceeding with the requested



**TECHNICAL SKILL.  
CREATIVE SPIRIT.**

SAND0020.PRO.Sandusky\_EPA Brownfield Assessments\_Contract Amendment.Docx

assessment work.

Each site assessed under this grant will require a site-specific scope and budget dependent on the type of services requested for the site. The following provides a general scope of work for some of the types of environmental assessment projects that are anticipated to be completed under the grant. MSG understands that the City of Sandusky will issue individual work orders for identified sites to be assessed under this grant project.

### **Phase I ESAs**

All Phase I ESAs completed under this grant project will conform to the scope and limitations of **ASTM Standard Practice E1527-13, “Environmental Site Assessments: Phase I Environmental Site Assessment Process”** which incorporates the federal *All Appropriate Inquiries* (AAI) rule codified in 40 CFR Part 312 of the Federal Register. If requested, Phase I assessments will also conform to the standards set forth under the Ohio VAP in accordance with Ohio Administrative Code (OAC) 3745-300-06.

The goal of the process established by the ASTM practice is to identify recognized environmental conditions (RECs), historical RECs (HRECs), controlled RECs (CRECs), and *de minimis* conditions, as defined within Standard Practice E1527-13 and, per the VAP, document Identified Areas (IAs) and/or Off-Site Source(s) or Source Area(s) of potential environmental contamination in accordance with OAC 3745-300-06. Additionally, Phase I ESAs will permit the user, whom we understand to be the City of Sandusky to satisfy the requirements necessary to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defenses, as defined within the Small Business Liability Relief and Brownfields Revitalization Act amendments to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

### ***Document Review***

Records will be reviewed that are publicly available, reasonably obtainable and practically reviewable, as described in the ASTM Standard Practice E1527-13. For the purposes of the Phase I ESAs completed under this grant, we assume that visits to regulatory agencies to complete in-person file reviews are not included in the scope of work. If in the judgment of the *Environmental Professional* (EP) responsible for completing a Phase I ESA, performance of a regulatory file review is warranted to address whether or not an environmental condition does or does not constitute a REC, CREC, HREC and/or IA you will be contacted regarding the scope and schedule implications of such a determination. No such regulatory agency file review will be completed without your express written authorization.

MSG will review historical use information to develop a history of the previous uses of the selected sites and surrounding areas to help identify the likelihood that past uses have led to RECs, CRECs, HRECs, or IAs. Pursuant with the ASTM standard, we will attempt to identify known uses of the Site from the present, back to each site's obvious first developed use or 1940—*whichever is earlier*.

MSG will review a combination records and historical sources for each site, as available, to comply with the ASTM Standard E1527-13 and, as appropriate, the OAC 3745-300-06.

#### ***The records and sources include:***

- standard ASTM and VAP federal and state environmental databases;
- additional state and local environmental databases;
- current United States Geological Survey (USGS) 7.5-minute topographic map of each site;
- aerial photographs;
- fire insurance maps;
- mineral, oil, and gas development maps (for VAP projects);
- historical ownership information;
- local city directories;
- zoning/land use records; and,

- alternate historical sources, *as appropriate and available*.

### **Site Reconnaissance**

MSG will complete a reconnaissance of each site to observe the periphery of the site to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. Furthermore, MSG will review the interiors and exteriors of buildings on each site. For the purpose of this proposal, we have assumed that access to sites will be available and that we will coordinate our efforts with you and/or your designee.

#### ***Further objectives of the site reconnaissance will be to identify the following:***

- current use of the site and adjoining properties;
- past use of the site and adjoining properties;
- current and past use of the surrounding area;
- geologic (*soils*), hydrologic (*surface waters*) and topographic conditions;
- general description of structures, roads, potable water supply, and sewage disposal system;
- hazardous substances and petroleum products in connection with identified and unidentified uses;
- underground and aboveground storage tanks, and drums;
- pungent or noxious odors, and pools of liquid;
- unidentified substance containers;
- suspect poly-chlorinated biphenyl (*PCB*)-containing equipment, stains and corrosion;
- possible source of vapor intrusion on and off the Site;
- pits, ponds, lagoons and stressed vegetation;
- solid waste and waste water; and
- wells and septic systems.

### **Interviews**

Unless requested otherwise by our client, MSG will attempt to interview the current property owner(s), tenant(s) and/or previous property owner(s) for each site.

### **User Provided Information**

ASTM Standard Practice E1527-13 requires that USER PROVIDED INFORMATION be included in Phase I ESA reports. The USER is the entity that will use the Phase I ESA report, which we assume to be the City of Sandusky. USER PROVIDED INFORMATION includes judicial and title records, environmental liens, specialized knowledge of the Site, valuation reduction of the property due to environmental issues, and reasons for performing the Phase I ESA. We anticipate that this information will be provided to MSG from you or your designee for inclusion in the each Phase I ESA report. If this information is not provided, MSG may note such information in our reports as a limiting condition.

### **Evaluation and Report Preparation**

#### ***Phase I ESA reports will, at a minimum, include the following:***

- executive summary;
- introduction;
- Site description;
- user provided information;
- records review;
- information from Site reconnaissance and interviews;
- findings, data gaps, opinions and conclusions;
- references to identify sources of information;
- a Site location map using the most currently available USGS topographic map;
- a Site layout map that identifies pertinent site features;

- color photographs from the Site reconnaissance;
- signatures and qualifications of *Environmental Professionals*; and,
- appendices of supporting documentation.

## **Phase II ESAs and BUSTR Tier 1 and 2 Investigations**

A Phase II ESA or BUSTR Tier 1 or 2 Investigation may be requested following completion of a Phase I ESA. All Phase II ESAs for hazardous substance sites will be completed in accordance with Ohio VAP standards. Tier 1 or 2 Investigations at petroleum sites involving underground storage tanks (USTs) will be completed in accordance with BUSTR guidelines. Phase II ESAs or BUSTR Tier Investigations may include sampling soil, groundwater, soil vapor, and indoor air. Environmental samples designated for analysis will be sent to an independent laboratory certified to complete the required analyses in accordance with program requirements. Sampling will be completed in accordance with industry standards and according to MSG Standard Operating Procedures (SOPs). A site-specific sampling plan health and safety plan will be developed for each site investigated. If Phase II ESA or BUSTR Tier 1 or 2 services are requested, MSG will submit a detailed proposal fully describing the services to be provided (i.e. number of soil borings and/or monitoring wells, sampling protocol, proposed analytical parameters, etc.). The proposed services will be site-specific, based upon site knowledge, and will be tailored to satisfy the requirements of a specific regulatory program, such as the Ohio VAP or BUSTR, as appropriate, and will be completed in compliance with the U.S. EPA approved Quality Assurance Project Plan (QAPP).

## **Asbestos Surveys**

According to the National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations covering asbestos, buildings that are renovated or demolished have to be "thoroughly inspected" for asbestos containing materials (ACM). Further friable (easily crumbed) ACM must be removed prior to demolition. If asbestos survey services are requested, MSG will submit a proposal that shall fully describe the services to be provided. The proposed services will be site-specific, based upon site knowledge, and the anticipated samples of suspect materials to be collected will be based on the age, size, and layouts of the buildings to be assessed.

MSG will provide a State of Ohio accredited Asbestos Hazard Evaluation Specialist to complete NESHAP-compliant asbestos surveys of requested sites to identify suspect ACM. Samples of suspect ACM will be submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis of asbestos by polarized light microscopy (PLM). **Furthermore, MSG assumes that destructive sampling techniques will be acceptable for asbestos surveys completed under this grant program.** Destructive sampling techniques include opening hidden areas to inspect each building system (i.e. behind walls, above ceilings, etc.) and peeling back exterior siding on every side of the structure to inspect for transite.

After completion of field activities and upon receipt of the laboratory analytical results, MSG will generate a summary report of the asbestos survey results. Documentation will include a discussion of sampling methodology, a figure depicting the location of where suspect materials samples were collected, and a table summarizing the location, conditions, and quantities of materials found to be positive for asbestos that will require removal prior to demolition.

### *Assumptions:*

- *All areas of buildings will be accessible to be evaluated;*
- *Five-day turnaround time for analytical data is sufficient to meet the project timeline;*
- *Positive stop analysis will be used for the PLM samples to control costs for the City; and,*
- *Point count analysis, if needed, is not included in this scope of work and will be negotiated separately.*



## **PROJECT SCHEDULE**

Project schedules for assessments of sites under this grant program will be determined on a site by site basis based upon the type of service being requested.

## **PROJECT FEE**

Budgets for assessments completed under this grant program will be determined on a site by site basis based upon the type of service being requested via a work order. The overall total for activities completed under this contract is shown below and will not be exceeded without prior written authorization from the City.

**Initial Contract Amount (already under contract) .....\$195,000**

**Additional Contract Amount (the subject of this proposal) .....\$36,000**

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**AMENDED TOTAL PROJECT COST .....\$231,000**

## **Fiscal Control**

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. In the absence of such communication, we guarantee our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

## **Additional Work**

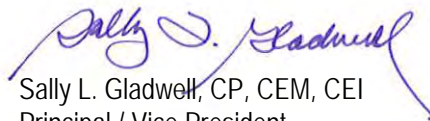
Work requested to be performed by the client beyond the Scope of Work, e.g., meetings, presentations, report copies, or other related activities beyond those described above will be charged on the same time and materials fee basis.

MSG appreciates the opportunity to provide this proposal and looks forward to serving the City of Sandusky. Please do not hesitate to contact the undersigned if you have any questions or would like additional information.

Sincerely,



Matthew S. Pesci, CPG  
Senior Project Manager



Sally L. Gladwell, CP, CEM, CEI  
Principal / Vice President

## AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to provisions of the 2016 – 2019 US EPA Brownfields Assessment Grant, Agreement for Professional Services between the City of Sandusky and MSG dated January 30, 2017. In the event client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the terms and conditions identified in the 2016 – 2019 US EPA Brownfields Assessment Grant, Agreement for Professional Services between the City of Sandusky and MSG dated January 30, 2017 are considered accepted by the Client.

## NOTICE TO PROCEED

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

**Proposal Date:** March 13, 2019

**Proposal Number:** SAND0020

### THE CITY OF SANDUSKY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### THE MANNIK & SMITH GROUP, INC.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sally L. Gladwell, CP, CEM, CEI  
Name (Printed)

\_\_\_\_\_  
Principal / Vice President  
Title

\_\_\_\_\_  
March 13, 2019  
Date