



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
October 26, 2020 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Wes Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
APPROVAL OF MINUTES	October 12, 2020
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Justin Harris, Interim Law Director

DEMAND RESPONSE RENEWAL AGREEMENT AT BIWW (SECOND READING)

Budgetary Information: The Capacity Payment and any energy payment received for this transaction will be placed in the Water Fund to compensate for Big Island Water Works expenses for electricity usage.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a renewal agreement with Direct Energy Business LLC, for participation in the Demand Response Program for the period of June 1, 2021, through May 31, 2024.

ITEM B – Submitted by Aaron Klein, Director of Public Works

ANNUAL DISCHARGE FEE PAYMENT TO THE OHIO EPA FOR THE WWTP FOR CY 2020

Budgetary Information: The total amount of \$25,900.00 shall be paid with Sewer funds and has been appropriated in the O & M Budget for 2020.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the annual discharge fee for NPDES permit number 2PF00001 for the wastewater treatment plant for the CY2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Aaron Klein, Director of Public Works

PURCHASE OF BULK ROCK SALT FOR CY 2021

Budgetary Information: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2021 would be \$110,500.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Streets & Traffic to be used in the CY 2021 from Compass Minerals America Inc. of Overland park, Kansas; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Jane Cullen, Project Engineer

APPLICATION WITH ODNR ON BEHALF OF CEDAR POINT MARINA FOR BUOYS

Budgetary Information: This grant is 100% funded by the Ohio Department of Natural Resources.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the City Manager to file an application with the Ohio Department of Natural Resources (ODNR) Navigational Aids Grant Program on behalf of the Cedar Point Marina (Harbour Marina), owned and operated by Cedar Fair, LP, to replace twenty (20) existing buoys; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Debi Eversole, Housing Development Specialist

AMEND ORDINANCE NO. 19-206; PURCHASE AND SALE AGREEMENT THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees, survey and new legal description and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. These costs were initially split equally for each property owner. The property owner to the north will now be responsible to pay the uncollected balance on the property. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$578.30 per year.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 19-206, passed on December 9, 2019, and declaring that certain real property owned by the city as part of the Land Reutilization Program identified as Parcel No. 58-01458.000, located at 1531 Camp Street, is no longer needed for any municipal purpose and authorizing the execution of an amended purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by John Orzech, Police Chief and James Green, Interim Fire Chief

ANNUAL PAYMENT TO ERIE COUNTY FOR 9-1-1 AGREEMENT

Budgetary Information: The total amount of this expenditure is \$16,961.47. The replacement cost is \$9,342.22 and the maintenance cost is \$7,619.25. The cost will be paid with funds from the Police Department’s 2020 Operating budget in the amount of \$8,480.74 and from the EMS Fund in the amount of \$8,480.73.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing payment for replacement and maintenance costs for Calendar Year 2021 pursuant to the 9-1-1 agreement between the City of Sandusky and Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by McKenzie Spriggs, Commission Clerk

LIQUOR PERMIT MEMBERSHIP CHANGE

The city has received a Notice of Legislative Authority for a D5J (*community entertainment district*) liquor permit change for MAGROUP LLC dba No 2 Vita Urbana at 256 Columbus Avenue. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city has no objection to this transfer.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Matt Lasko, Chief Development Officer

CONTRACT WITH GARZA DIRT WORKS, LLC FOR CDBG FY20 DEMOLITION PROJECT #1

Budgetary Information: The total cost for the asbestos abatement and demolition is \$109,982.00. The cost for seven (7) of the demolitions will be paid with FY20 Community Development Block Grant Funds totaling \$100,232.00. 1730 Putnam Street will be demolished using a Maintenance Bond totaling \$8,715.00 and FY20 Community Development Block Grant Funds totaling \$1,035.00. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Garza Dirt Works, LLC of Clyde, Ohio, for the CDBG FY20 Demolition Project #1; and declaring that this resolution shall take immediate effect in accordance with section 14 of the City Charter.

ITEM #2 – Submitted by Tom Horsman, Assistant Planner

AGREEMENT WITH SARTA FOR EZFARE MOBILE TICKETING VALIDATOR PROJECT & PURCHASE OF JRV ELECTRONIC VALIDATORS

Budgetary Information: The total cost for the validators, including three years of warranty, is \$67,770. Funding from the OTP2 will cover \$54,216 and funding from the FTA Integrated Mobility Innovation (IMI) Program through Stark Area Regional Transit Authority (SARTA) will cover the \$13,554 required local match.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Stark Area Regional Transit Authority (SARTA) for financial assistance for the Ezfare Mobile Ticketing Validator Project for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of twenty six (26) JRV electronic validators from Masabi, LTD. of New York, New York, for the Ezfare Mobile Ticketing Validator Project for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.ci.sandusky.oh.us – Click “Play” 



LAW DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5852
www.cityofsandusky.com

To: Eric L. Wobser, City Manager

From: Justin D. Harris, Interim Law Director

Date: October 1, 2020

Subject: Commission Agenda Item - Demand Response Agreement at BIWW

ITEM FOR CONSIDERATION: **Renewal** Agreement with Direct Energy Business, LLC for the Demand Response Program for the period of June 1, 2021, through May 31, 2024.

BACKGROUND INFORMATION: Periodically the power grid operated by PJM Interconnection reaches maximum capacity, or peak demand, causing power failures within that grid. This is not uncommon during peak usage hours on warm summer days. As a response to this, energy brokers have developed a reimbursement plan for large energy users that would pay that large user, like the Big Island Water Works (BIWW), to operate their facility through their onsite back-up system. This response to increased demand, termed load reduction, can be quantified yielding a demand response payment. The City has received about \$99,400 from this program since 2015.

BIWW's back-up emergency system uses diesel fuel and is designed to operate the entire facility given particular circumstances. The renewal agreement allows for the BIWW operators to transfer power supply from the First Energy grid to their diesel back-up system upon request.

The main advantage to this program is that there is no obligation for the city to do this. The agreement provides for compensation to the City for the Load Reduction if the City chooses to participate during an actual event. Below are estimated annual payments to the City based on a 100% successful test based on curtaining 546kW leaving the plant with 40kW to operate. Actual event payments would be additional based on energy curtailed.

Term	Estimated Capacity Payment
6/1/2021 - 5/31/2022	\$20,862
6/1/2022 - 5/31/2023	\$15,090
6/1/2023 - 5/31/2024	\$15,090

BUDGETARY INFORMATION: The Capacity Payment and any energy Payment received for this transaction will be placed in the Water Fund to compensate for Big Island Water Works expenses for electricity usage.

ACTION REQUESTED: It is recommended the Renewal Agreement for with Direct Energy Business, LLC be executed for the period of June 1, 2021, through May 31, 2024.

Justin D. Harris, Interim Law Director

I concur with this recommendation:

Eric L. Wobser, City Manager

cc: McKenzie Spriggs, Clerk of the City Commission
Michelle Reeder, Finance Director
Aaron Klein, Director of Public Works

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A RENEWAL AGREEMENT WITH DIRECT ENERGY BUSINESS LLC, FOR PARTICIPATION IN THE DEMAND RESPONSE PROGRAM FOR THE PERIOD OF JUNE 1, 2021, THROUGH MAY 31, 2024.

WHEREAS, the City Commission authorized an agreement with Direct Energy Business LLC, for participation in the Demand Response Program for the period of June 1, 2015, through May 31, 2018 by Ordinance No. 15-044, passed on March 23, 2015; and

WHEREAS, the City Commission authorized a renewal agreement with Direct Energy Business LLC, for participation in the Demand Response Program for the period of June 1, 2018, through May 31, 2021 by Ordinance No. 18-044, passed on February 26, 2018; and

WHEREAS, periodically the electricity grids operated by PJM Interconnection reach maximum capacity, or peak demand, causing power failures within that grid and this is not uncommon during peak usage hours on warm summer days; and

WHEREAS, the Demand Response Program provides for reimbursements to large energy users, such as the Big Island Water Works (BIWW) plant, that are able to shift or reduce their electricity usage upon request during periods of peak demand; and

WHEREAS, the Big Island Water Works plant has the ability to use an emergency back-up system, which uses diesel fuel and is designed to operate the entire facility given particular circumstances, and transfer supply from the First Energy grid and the result of response can be quantified as a Load Reduction yielding a demand response payment; and

WHEREAS, the agreement is to provide for compensation to the City for participation in the program although the City is not obligated to participate when requested; and

WHEREAS, any reimbursements in accordance with this agreement will be placed in the Water Fund to compensate for Big Island Water Works electricity usage expenses; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Renewal Agreement with Direct Energy Business, LLC, for the Demand

Response Program for the period of June 1, 2021, through May 31, 2024, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020 (effective after 30 days)

Date: 08/13/2020 		Demand Response Transaction Confirm DIRECT ENERGY BUSINESS MARKETING, LLC 194 Wood Avenue South Iselin, NJ 08830 Phone: 1-800-437-7872 www.directenergy.com																																																													
CUSTOMER INFORMATION																																																															
Customer Legal Entity Name: City of Sandusky		Utility Zones: OE																																																													
Participating Utility Account Numbers: 08004831910000564893																																																															
Address: 2425 First Street		City/State/Zip: Sandusky, OH 44870																																																													
Primary Contact: Eric Wobser		Primary Phone Number: 419-627-5844																																																													
Primary Contact Email: Email		Secondary Phone Number: Mobile																																																													
DEMAND RESPONSE TRANSACTION CONFIRM																																																															
GENERAL TERMS This Transaction Confirmation confirms the terms of the Demand Response Program Agreement entered into between Direct Energy Business, LLC ("Direct Energy" or "Seller"), and City of Sandusky ("Customer"), pursuant to the terms of the Demand Response Program Agreement between Customer and Seller ("DRA") dated 03/31/2015, as may be amended. This Transaction Confirm is an Exhibit to and governed by the terms of the DRA. This Transaction will renew automatically for the same period unless notice is given by either party 90 days prior to the end of the current delivery year.																																																															
PAYMENTS and PAYMENT TYPES For the Emergency programs, Customer will be paid 65% of the Capacity Payments and 65% of Energy Payments as described below, less any amounts owed pursuant to the DRA for the delivery year starting June 1st through May 31st. <ol style="list-style-type: none"> Capacity Payments: Payment for the delivery year is based on capacity clearing rates multiplied by either i) Customer's enrolled load reduction if Customer performs as required, or (ii) an adjusted amount if Customer fails to perform as required to meet their enrolled amount. Capacity clearing rates will be determined by Seller's best efforts to procure the highest priced capacity in Program Administrator sponsored auctions. Customer performance will be determined based on Program Administrator's business rules, including comparison of Customer's average usage to Customer's Firm Service Level for all called event and test hours. Energy Payments: Payments are only made during an Emergency Demand Response event, and are calculated per the Program Administrators business rules based on the event duration, Customer's measured load reduction and the greater of market LMP or an ISO set rate. Payments to Customer will be net of any costs/credits as per the terms of the DRA. Additional Benefit (Only Applies to Electric Customers): Direct Energy electric customers have the option to apply Capacity Payment to commodity invoice. 																																																															
PROGRAM DETAILS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Program Administrator:</td> <td>PJM</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>Program:</td> <td>Full Emergency Response: Capacity and Energy</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contract Term:</td> <td>06/01/2021 - 05/31/2024</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lead Time Notification:</td> <td>30 minute lead time</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Energy Insight Package(s):</td> <td>Basic</td> <td></td> <td></td> <td></td> </tr> <tr> <td># Meter Installations:</td> <td>1</td> <td></td> <td></td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="background-color: #4f81bd; color: white;">Summer Program</th> <th style="background-color: #003366; color: white;">Winter Program</th> </tr> <tr> <td>Summer Months: June - October & May</td> <td>Winter Months: November - April</td> </tr> <tr> <th style="background-color: #4f81bd; color: white;">*Summer Enrollment Estimate</th> <th style="background-color: #003366; color: white;">*Winter Enrollment Estimate</th> </tr> <tr> <td>Reduction (kW) 546</td> <td>Reduction (kW) 480</td> </tr> <tr> <td>FSL (kW) 40</td> <td>FSL (kW) 40</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th style="background-color: #f4a460;">Plan Year**</th> <th style="background-color: #f4a460;">Product</th> <th style="background-color: #f4a460;">Estimated Annual Payment</th> <th style="background-color: #4f81bd; color: white;">Estimated Capacity Payment</th> <th style="background-color: #003366; color: white;">Estimated Capacity Payment</th> </tr> <tr> <td>06/01/2021 - 05/31/2022</td> <td>Capacity Performance</td> <td>\$20,862</td> <td>\$11,195</td> <td>\$9,667</td> </tr> <tr> <td>06/01/2022 - 05/31/2023</td> <td>Capacity Performance</td> <td>\$15,090</td> <td>\$8,098</td> <td>\$6,992</td> </tr> <tr> <td>06/01/2023 - 05/31/2024</td> <td>Capacity Performance</td> <td>\$15,090</td> <td>\$8,098</td> <td>\$6,992</td> </tr> </table>				Program Administrator:	PJM				Program:	Full Emergency Response: Capacity and Energy				Contract Term:	06/01/2021 - 05/31/2024				Lead Time Notification:	30 minute lead time				Energy Insight Package(s):	Basic				# Meter Installations:	1				Summer Program	Winter Program	Summer Months: June - October & May	Winter Months: November - April	*Summer Enrollment Estimate	*Winter Enrollment Estimate	Reduction (kW) 546	Reduction (kW) 480	FSL (kW) 40	FSL (kW) 40	Plan Year**	Product	Estimated Annual Payment	Estimated Capacity Payment	Estimated Capacity Payment	06/01/2021 - 05/31/2022	Capacity Performance	\$20,862	\$11,195	\$9,667	06/01/2022 - 05/31/2023	Capacity Performance	\$15,090	\$8,098	\$6,992	06/01/2023 - 05/31/2024	Capacity Performance	\$15,090	\$8,098	\$6,992
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<small>**Displayed payment values are to be considered estimates only until registration is confirmed by PJM and performance is evaluated. PJM Capacity Auction Results for 2022-23 are not final, values shown are estimated based on an average rate.</small>																																																															
Notification <i>(*) Lead Time Notification (i) is defined by the Program Administrator, (ii) is subject to change, and (iii) is the amount of time, prior to an event requiring load-reduction, that the Program Administrator will provide to the Seller. The Seller shall be provided a reasonable amount of time to relay notification to the customer. A minimum of 2 Notification contacts are required to enroll.</i>																																																															
Additional Services <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Real-time monitoring (site-level and/or equipment-level) <small>(Monitoring costs will be deducted from the first 12 monthly payments)</small></div> <div style="margin-bottom: 5px;"><input type="checkbox"/> N/A Peak Load Contribution (PLC) Notifications by DE's Strategic Services</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> N/A Demand Response-Payment Applied to Electricity invoice <small>(DE Electric commodity customers only)</small></div> </td> <td style="width: 50%; vertical-align: top;"> <table style="width: 100%;"> <tr> <th style="text-align: left; font-weight: normal;">Total Cost of Meter Installation</th> <th style="text-align: left; font-weight: normal;">Monthly Cost of Meter Installation</th> </tr> <tr> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> </table> </td> </tr> </table>				<div style="margin-bottom: 5px;"><input checked="" type="checkbox"/> Real-time monitoring (site-level and/or equipment-level) <small>(Monitoring costs will be deducted from the first 12 monthly payments)</small></div> <div style="margin-bottom: 5px;"><input type="checkbox"/> N/A Peak Load Contribution (PLC) Notifications by DE's Strategic Services</div> <div style="margin-bottom: 5px;"><input type="checkbox"/> N/A Demand Response-Payment Applied to Electricity invoice <small>(DE Electric commodity customers only)</small></div>	<table style="width: 100%;"> <tr> <th style="text-align: left; font-weight: normal;">Total Cost of Meter Installation</th> <th style="text-align: left; font-weight: normal;">Monthly Cost of Meter Installation</th> </tr> <tr> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Total Cost of Meter Installation	Monthly Cost of Meter Installation	\$0.00	\$0.00																																																						
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Please indicate your acceptance of the terms of this Transaction by returning to Seller an executed counterpart no later than 11:59 p.m., Eastern Time, on 09/02/2020. If Seller does not receive such counterparts by such deadline, Seller's commitment and the agreements shall expire at such time.																																																															
City of Sandusky Customer Signature: _____ Customer Title: _____ Date: _____		Direct Energy Business Marketing, LLC Seller Signature: _____ Seller Title: _____ Date: _____																																																													

3. This Authorization shall terminate as follows (mark **ONE** of the options below):

_____ This Authorization shall be perpetual and shall not terminate unless written notice is provided at least 30 days in advance.

_____ This Authorization shall automatically terminate on _____, with no further notice to CSP being required.

4. I understand that termination of this Authorization will not affect any action that CSP took in reliance on this Authorization before it automatically terminated or before CSP received Customer's written notice of termination.

5. The undersigned affirms that he/she has authority to execute this Authorization on behalf of the customer.

IN WITNESS WHEREOF, Customer executes this Authorization to be effective as of the date written below.

Customer: **City of Sandusky** _____

By: _____
Print Name

Title

Signature

8/13/2020 _____
Date

ATTACHMENT A-1

LIST OF SITES FOR WHICH EDC, OE
HAS AUTHORIZATION TO PROVIDE ELECTRIC USAGE INFORMATION TO CSP.

Account Number(s): 08004831910000564893
Service Address: 2425 First Street Sandusky, OH, 44870

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

Account Number(s): _____
Service Address: _____

City of Sandusky

Date: 08/13/2020

Attn: Meter and Test Dept.

To Whom It May Concern:

To facilitate our participation in a demand response program that we have elected to participate in, we here by authorize Direct Energy Business, or any agent it may designate during the term of this agreement to:

1. Order meter upgrades such as pulse outputs for any and all meters under the following account(s):

Utility(ies): OE **Account Number(s):** 08004831910000564893

and/or

2. Request and receive account and meter information for the above including access to available interval data for said account(s). If access to interval data requires a user name, password or any other such information please provide this.

Any costs associated with the services above are to be billed to the agent as directed by Direct Energy Business.

This authorization should remain in effect until: 7/30/2024

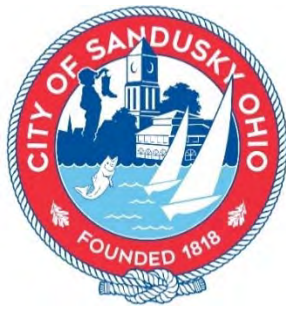
Please direct any questions you may have on this matter to DemandResponse@centrica.com

Thank you.

Sincerely,

Eric Wobser (City of Sandusky)

cc: Direct Energy Business



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 12, 2020

Subject: Commission Agenda Item – Ohio EPA Annual Discharge Fee for the WWTP CY2020

ITEM FOR CONSIDERATION: Legislation authorizing payment to the Treasurer of the State of Ohio, on behalf of the Ohio EPA, for the annual discharge fee for the year 2020, for National Pollutant Discharge Elimination System (NPDES) Permit Number 2PF00001 for the City's Wastewater Treatment Plant (WWTP).

BACKGROUND INFORMATION: The Ohio EPA, through the NPDES, requires a permit for all Wastewater Treatment facilities discharging pollutants to a body of water within the State of Ohio to pay an annual discharge fee. Fees are determined by an average daily discharge flow of the following year and set by a flow chart from the Ohio EPA.

For the Calendar Year 2020, the City of Sandusky is required to pay a discharge fee for the operation of the Wastewater Treatment Plant of \$25,900.00 by January 31, 2021. The cost, which had remained unchanged for many years, increased due to an increase of average daily flow processed through the WWTP resulting from high bay levels flowing back into the system through the outfalls.

BUDGETARY INFORMATION: The total amount of \$25,900.00 shall be paid with Sewer funds and has been appropriated in the O & M Budget for 2020.

ACTION REQUESTED: It is recommended that proper legislation be prepared for payment of the discharge fee to the Ohio EPA at an amount not to exceed \$25,900.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City so funds can be expended from the O & M Budget for 2020, upon receipt of invoice from the Ohio EPA.

I concur with this recommendation:

Eric Wobser
City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Ohio EPA Annual Discharge fee

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

Account # 613-5420-53000

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2020



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

September 25, 2020

SANDUSKY STP
222 MEIGS ST
SANDUSKY, OH 44870

**2020 ANNUAL DISCHARGE FEE
2PF00001 PRELIMINARY NOTICE
DO NOT SEND PAYMENT AT THIS TIME**

This is a preliminary notification that your 2020 Annual Discharge Fee (ADF), authorized by Ohio Revised Code (ORC) 3745-11, will be due on January 31, 2021. Do not send payment at this time.

To ensure correct invoices are sent out later this year, and to provide you with adequate time to plan for this expense, the flow and fee due for your facility are listed below. The annual discharge fee for the calendar year 2020 is based upon the average volume of wastewater discharged by your facility during the previous year (2019) between May 1 and October 31. The fee schedule, pursuant to ORC 3745-11, is provided below.

Please review this information carefully. If the flow information is incorrect, you must provide a written explanation and include copies of your electronic Discharge Monitoring Report (DMR) EPA 4500 Forms for May through October 2019 showing the Submission ID at the bottom of the forms. Pursuant to ORC 3745-11(5)(a)(ii), if you are entitled to a pro-rated fee, provide a written explanation. This information must be submitted to ADF e-mail at adf@epa.ohio.gov or hard copies mailed to the address below by October 30, 2020. All communication must include the permit number. Corrections to DMRs must be done in the eDMR system with follow-up notification of changes by email.

**ADF Adjustment
Ohio EPA, Division of Surface Water
P.O. Box 1049, Columbus, Ohio 43216-1049**

DO NOT SEND PAYMENT AT THIS TIME. THIS IS NOT AN INVOICE

Facility Name: SANDUSKY STP

NPDES Permit No: 2PF00001

Average Daily Flow: 22.6258

(Design flow if new facility)

Base Fee: \$25,900.00

Major Surcharge:

TOTAL FEE DUE: \$25,900.00

INDUSTRIAL FACILITIES	
Flow (MGD)	Fee
>0.005 - 0.05	\$ 250
>0.05 - 0.25	\$ 1,200
>0.25 - 1	\$ 2,950
>1 - 5	\$ 5,850
>5 - 10	\$ 8,800
>10 - 20	\$ 11,700
>20 - 100	\$ 14,050
>100 - 250	\$ 16,400
>250	\$ 18,700
Major Surcharge	\$ 7,500

PUBLIC FACILITIES	
Flow (MGD)	Fee
>0.005 - 0.05	\$ 200
>0.05 - 0.1	\$ 500
>0.1 - 0.25	\$ 1,050
>0.25 - 1	\$ 2,600
>1 - 5	\$ 5,200
>5 - 10	\$ 10,350
>10 - 20	\$ 15,550
>20 - 50	\$ 25,900
>50 - 100	\$ 41,400
>100	\$ 62,100

GENERAL PERMIT HOLDERS	
OHS000004 OHV00003	Public Facilities Fee Schedule
OHN000005 OHB000002	Industrial Facilities Fee Schedule
OHW000004	Fixed Fee \$ 180.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE ANNUAL DISCHARGE FEE FOR NPDES PERMIT NUMBER 2PF00001 FOR THE WASTEWATER TREATMENT PLANT FOR THE CY 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Revised Code Section 3745.11(L) requires that an NPDES permit holder that is a public discharger pay a fee as specified in the statute based upon the average daily flow and the City's flow and the corresponding fee is delineated on the preliminary notification received from the Ohio Environmental Protection Agency; and

WHEREAS, the total cost for the annual discharge fee for calendar year 2020 is \$25,900.00 and will be paid with Sewer Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2020; 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 make payment with funds budgeted in 2020 upon receipt of invoice from the Ohio Environmental Protection Agency for the annual discharge fee for the Wastewater Treatment Plant for the CY 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 Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Twenty Five Thousand Nine Hundred and 00/100 Dollars (\$25,900.00) for the annual discharge fee for NPDES Permit Number 2PF00001 for the Wastewater Treatment Plant for the CY 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.

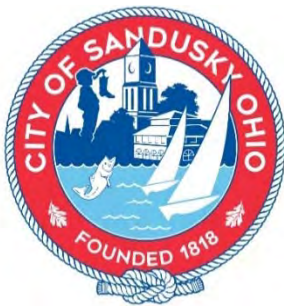
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 12, 2020

Subject: Commission Agenda Item – Purchase Bulk Rock Salt for CY 2021

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2021.

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

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments and Sandusky City Schools for a total of 10,065 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2021 to Compass Minerals America, Inc., of Overland Park, Kansas, at a rate of \$44.20 per ton for delivery or \$41.00 per ton for pick up at 931 W. Water Street in Sandusky. The price for 2020 was \$80.37 per ton for delivery or \$75.00 per ton for pick up

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$110,500.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt at a branch location in Sandusky for a reduced cost of \$41.00/ton as frequently as possible. Because of the lower rate in 2021, the City will make sure we have just enough in stock for the remainder of this calendar year, pushing as much purchasing as possible to 2021.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2021 would be \$110,500.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Compass Minerals America Inc. of Overland Park, Kansas, at an amount not to exceed \$110,500.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the contract can be signed by November which would allow for the purchase of deicing rock salt for calendar year 2021 and allow for salt application as weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rock Road Salt for 2021

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

Account # 216-6550-54042

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2020

RESOLUTION NO. 20-237

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN
AGREEMENT WITH COMPASS MINERALS AMERICA, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 7th day of October, 2020, in regular session with the following members present:

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

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

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

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2021 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

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

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

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

Adopted: October 7, 2020

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #224.

Clerk

Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Peter S. Daniel



4

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 488-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **COMPASS MINERALS AMERICA, INC**
Date: **9/24/2020 1:14:08 PM**

This search produced the following list of 16 possible matches:

Name/Organization	Address
Combs, Brenda	109 Flat Rock Drive
Harmony Community School	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubli Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dubln Granville Rd.
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Rhea Academy Community School	
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Somali Development Agency/Americom	4312 Westport Road
Theodore Roosevelt Public Community School	c/o Richland Academy 75 North Walnut Street
Third Wave Communications, LLC	PO Box 1355
Western Surety Company	CAN Surety Claims
Western Surety Company	CAN Surety, Surety Claims
Wright (AHRMS Management Company), Marcus	

NOTICE OF AWARD

To: **COMPASS MINERALS AMERICA, INC.**
9900 W. 109TH STREET
SUITE 100
OVERLAND PARK, KS 66210

Project Description: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL

The Contracting Authority has considered the bid submitted by you on the bid date of September 16, 2020 for the above-described work in response to its advertisement for bids and Instructions to Bidders. You are hereby notified that your bid has been accepted in the amounts of \$44.20 per ton delivered and \$41.00 per ton picked-up at stockpile location 931 W. Water St., Sandusky, Ohio 44870.

You are required by the Instructions to Bidders to execute the agreement and furnish the required Contract Bond, if applicable, and Certificates of Insurance within ten calendar days from the date of this notice.

If you fail to execute said agreement and to furnish said bond within ten days from the date of this notice, Contracting Authority will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned and as a forfeiture of your bid guaranty, subject to the liability as set forth in O.R.C. 153.54. The Contracting Authority will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award to the Contracting Authority.

Dated this 23rd day of September, 2020.

Signature: _____

Patrick J. Shenigo

Title: President, Erie County Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by **COMPASS MINERALS AMERICA, INC.** on this 24th day of September, 2020.

Signature: _____

Name and Title: _____

SEAN GIEZ, SR. MGR HWY SALTS

CONTRACT

This contract made and entered into this 7 day of October, 2020, by and between Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,065 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2021 calendar year (1/01/2021 – 12/31/2021). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,000	\$41.00/ton	\$123,000.00	\$44.20/ton	\$132,600.00
Erie County Facilities Dept.	150	41.00/ton	\$6,150.00	44.20/ton	\$6,630.00
Berlin Township	200	41.00/ton	8,200.00	44.20/ton	8,840.00
Florence Township	50	41.00/ton	2,050.00	44.20/ton	2,210.00
Groton Township	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Huron Township	600	41.00/ton	24,600.00	44.20/ton	26,520.00
Margaretta Township	250	41.00/ton	10,250.00	44.20/ton	11,050.00
Milan Township	600	41.00/ton	24,600.00	44.20/ton	26,520.00
Oxford Township	175	41.00/ton	7,175.00	44.20/ton	7,735.00
Perkins Township	800	41.00/ton	32,800.00	44.20/ton	35,360.00
Village of Berlin Heights	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Village of Castalia	100	41.00/ton	4,100.00	44.20/ton	4,420.00
Village of Milan	400	41.00/ton	16,400.00	44.20/ton	17,680.00
City of Huron	1,000	41.00/ton	41,000.00	44.20/ton	44,200.00
City of Sandusky	2,500	41.00/ton	102,500.00	44.20/ton	110,500.00
Sandusky City Schools	40	41.00/ton	1,640.00	44.20/ton	1,768.00
Total Estimated Requirements	10,065		\$412,665.00		\$444,873.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$41.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$44.20/Ton, not to exceed \$139,230.00 (\$132,600.00 – Erie County Engineer, \$6,630.00– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated SEPTEMBER 10, 2020, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2021

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on September 16, 2020.

SUPPLIER RESPONSIBILITIES

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

TERM

This contract shall remain in effect from January 1, 2021 through December 31, 2021.

INDEMNITY

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

INSURANCE REQUIREMENTS

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

MODIFICATION

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

NOTICE TO PROCEED

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

NON-DISCRIMINATION

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

FINDINGS FOR RECOVERY

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

COUNTERPARTS

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

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

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

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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.


Signature

Sr. Manager Highway Sales
Title

48-1047632
Taxpayer I.D. #

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO


Patrick J. Shenigo


Mathew R. Old


Stephen L. Shoffner

Approved as to Form:


Asst. Prosecuting Attorney

Approved as to Content:


Jack Farschman, P.E., P.S., Erie County Engineer


Gary Weithau, Building & Grounds Superintendent

CONTRACT LIMITATION CERTIFICATE

I, Joel Gerdes, on behalf of **COMPASS MINERALS AMERICA, INC.**, do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$139,230.00** UNLESS the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **COMPASS MINERALS AMERICA, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$139,230.00**, UNLESS expenditures are approved by the Board.


Representative of Vendor

Sworn to before me and subscribed in my presence this 29th day of September, 2020


(Notary Public)

APPROVED AS TO CONTENT


Jack Farschman, P.E., P.S., Erie County Engineer


Gary Weilnau, Building & Grounds Superintendent



ATTACHMENT D
NON-COLLUSION AFFIDAVIT

State of ~~Ohio~~ Kansas

~~Erie~~ County Johnson

BID Identification: "TREATED ROCK SALT FOR HIGHWAY ICE CONTROL"

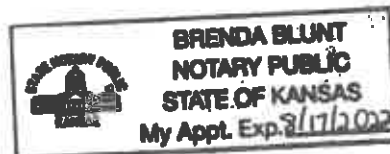
CONTRACTOR Joel Gerdes, being first duly sworn, deposes and says that he is Sr. Manager Highway Sales (sole owner, a partner, president, secretary, etc.) of Compass Minerals America Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this 10th day of September, 20 20.

Seal of Notary

Brenda Blunt



ATTACHMENT C

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF ~~OHIO~~: Kansas

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for
"TREATED ROCK SALT FOR HIGHWAY ICE CONTROL" hereby states that we are not
charged at the time the bid was submitted with any delinquent personal property taxes on the
general tax list of personal property of any county in which you as a taxing district have territory
and that we were not charged with delinquent personal property taxes on any such tax list. In
consideration of the award of the above contract, the above statement is incorporated in said
contract as a covenant of the undersigned.

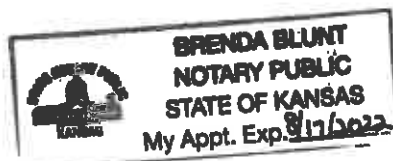
Mary Wells

SB

Sworn to before me and subscribed in my presence this 3rd day of September 2020.

Brenda Blunt

Notary Public



BID GUARANTY AND CONTRACT BOND

(Section 153.571)

(Not to be filled out if certified check is submitted.)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Compass Minerals America Inc. 9900 W. 109th Street, Ste. 100 Overland Park, KS 66210

(Here insert full name or legal title of Contractor and Address)

as Principal and

RLI Insurance Company

(Here insert full name or legal title of Surety)

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound

unto

Board of Erie County Commissioners

(Here insert full name or legal title of Owner)

hereinafter called Obligee, in the penal sum of the dollar amount of the bid submitted by

the Principal to the Obligees on September 16, 2020 to undertake the project known as:

Treated Rock Salt for Highway Ice Control

(Here insert full name, address and description of the Project)

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of

(). (If the above line is left blank the penal sum will be the amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills for material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs,

in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS 16th day of September, 2020.

PRINCIPAL:

Compass Minerals America Inc.

BY:

TITLE: Sr. Manager Highway Sales

SURETY COMPANY ADDRESS

9025 N. Lindbergh Dr.

Street

Peoria, IL 61615

City

State

Zip

SURETY:

RLI Insurance Company

BY:

Tim Davis, Attorney-in-Fact

SURETY AGENT'S ADDRESS

Marsh USA Inc.

Agency Name

15 W South Temple Ste 700

Street

Salt Lake City, UT 84101

City

State

Zip

State of Utah
County of Salt Lake } SS:

On September 16, 2020, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

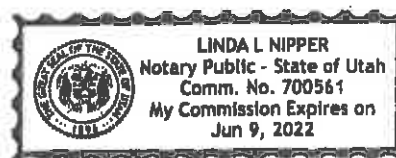
Tina Davis

known to me to be Attorney-in-Fact of RLI Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022


Linda L. Nipper Notary Public



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. n/a

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Tina Davis in the City of Salt Lake City State of UT,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Compass Minerals America Inc.
Obligee: Board of Erie County Commissioners

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 16th day of September, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

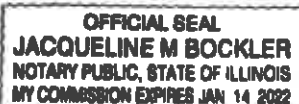
Barton W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 16th day of September, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 16th day of September, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 03/26/2020

Effective 04/02/2020

Expires 04/01/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

RLI INSURANCE COMPANY

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-States Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

RLI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$2,152,193,679, liabilities in the amount of \$1,122,522,511, and surplus of at least \$1,029,671,168.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director





RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2019

Admitted Assets

Investments:

Fixed maturities	\$ 862,561,832
Equity securities	1,055,538,938
Short-term investments	0
Real estate	31,007,459
Properties held to produce income	0
Cash on hand and on deposit	33,336,619
Other invested assets	48,753,549
Receivables for securities	444,547
Agents' balances	83,802,289
Investment income due and accrued	6,501,710
Funds held	0
Reinsurance recoverable on paid losses	22,362,745
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	37,628
Electronic data processing equipment, net of depreciation	1,471,612
Receivable from affiliates	1,309,958
Other admitted assets	5,064,817

Total Admitted Assets \$ 2,152,193,679

State of Illinois

County of Peoria

Liabilities and Surplus

Liabilities:

Reserve for unpaid losses and loss adjustment expenses	\$ 647,131,355
Unearned premiums	262,417,849
Accrued expenses	69,047,381
Funds held	384,003
Advance premiums	9,455,157
Amounts withheld	91,632,930
Dividends declared and unpaid	30,710
Ceded reinsurance premium payable	17,568,467
Payable for securities	1,633,390
Statutory penalties	515,000
Current federal & foreign income taxes	1,385,232
Federal income tax payable	8,803,610
Borrowed money and accrued interest	0
Drafts outstanding	0
Payable to affiliate	11,391,542
Other liabilities	1,125,885

Total Liabilities \$ 1,122,522,511

Surplus:

Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	777,219,709

Total Surplus \$ 1,029,671,168

Total Liabilities and Surplus \$ 2,152,193,679

The undersigned, being duly sworn, says: That he is the President of RLI Insurance Company; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2019.

Attest:



{ Corporate
Seal
Affixed }

Craig Kliethermes

President

Cherie L. Montgomery

Assistant Secretary

Sworn to before me this 3rd day of March, 2020.



{ Notarial
Seal
Affixed }

Gretchen L. Johnnigk

Notary Public, State of Illinois

M0058320

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COMPASS MINERALS AMERICA INC., a Delaware corporation, having qualified to do business within the State of Ohio on June 1, 1990 under License No. 774029 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 13th day of March, A.D. 2020.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202007301968

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:01 PM 07/28/2014
FILED 04:01 PM 07/28/2014
SRV 141004732 - 2149843 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

Effective June 4, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
James D. Standen	Chief Financial Officer
S. Bradley Griffith	Chief Commercial Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
Luis E. Montiel	Vice President, Finance and Treasurer
Jon Schnieders	Vice President, Salt
Ryan Royer	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Joel Gerdes	Highway Sales Senior Manager
Harrison Green	Highway Sales Manager
Matthew Denner	Sales Manager
Teresa Wilde	Sales Manager
Bill Crooks	Director, Customer Service
Joe Uriell	Director, Sales Industrial
Ericka Garrett	HR Coordinator
Zoe Vantzios	Assistant Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.



James D. Standen



Zoe A. Vantz

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Compass Minerals America Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC (trust) is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9900 West 109th Street, Suite 100

6 City, state, and ZIP code
Overland Park, KS 66210

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number

4	8	-	1	0	4	7	6	3	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Mary Wells* Date ► *3/11/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01679402

COMPASS MINERALS
9900 W 109TH ST STE 100
OVERLAND PARK, KS 66210-1436

Period Specified Below
07/01/2019 to 07/01/2020



www.bwc.ohio.gov
Issued by: BWC

Stephanie B. McCloud
Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Risk & Insurance Services
15 West South Temple, Suite 700
Salt Lake City, UT 84101

CONTACT
NAME
PHONE
(A/C, No. Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

CN101916390-STND-GAWU-19-20

INSURED
Compass Minerals Group, Inc. &
The North American Salt Company
9900 W. 108th Street, Suite 100
Overland Park, KS 66210

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : ACE American Insurance Company

22667

INSURER B : N/A

N/A

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

SEA-003468416-11

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INNER LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		XSLG27630029	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY		ISAH08871425	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 2,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WLRC48134841 (AGS) SCFC48134853 (WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Road Salt

Board of County Commissioners of Erie County, Ohio is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

Board of County Commissioners of Erie
County, Ohio
2900 Columbus Avenue, Room 327
Sandusky, OH 44870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Risk & Insurance Services

Tiffani Bennett

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2021 FROM COMPASS MINERALS AMERICA, INC. OF OVERLAND PARK, KANSAS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, Erie County has awarded the salt contract for CY 2021 to Compass Minerals America, Inc. of Overland Park, Kansas, at a rate of \$44.20 per ton for delivery and \$41.00 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, Sandusky City Schools, and two (2) separate Erie County departments for a total of 10,065 tons and the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$110,500.00; and

WHEREAS, funds for the purchase of this item are routinely budgeted in the Street Fund each year; 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 authorize the purchase of highway deicing rock salt for the calendar year 2021 and allow for salt application as the weather dictates; 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 purchase from Compass Minerals America Inc., of Overland, Kansas, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2021, at a cost **not to exceed** One Hundred Ten Thousand Five Hundred and 00/100 Dollars (\$110,500.00). Said highway deicing rock salt shall be provided in accordance with the proposal of the said Compass

Minerals American Inc., of Overland, Kansas, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: October 14, 2020

Subject: Commission Agenda Item- Ohio Department of Natural Resources Navigational Aids Grant Program on Behalf of Cedar Point Marina (Harbour Marina)

ITEM FOR CONSIDERATION: Requesting legislation for the approval and submission of a grant application to the Ohio Department of Natural Resources (ODNR) Navigational Aids Grant Program and to sign the Cooperative Agreement as required.

BACKGROUND INFORMATION: In 2003, Cedar Point purchased the Harbour Marina and took over part of the responsibility for maintaining the channel for the East Bay Channel Association. Bob Highlander, the Director of Marina Operations for the Cedar Point Marina sent in a request to the City of Sandusky Public Works Department asking that the city apply to the Navigational Aids Grants program on behalf of the marina. The request to ODNR is the replacement of twenty buoys in the East Bay Channel. There are ten red lighted buoys and ten green lighted buoys that need to be replaced. These buoys are equipped with weighted collars and solar lights with a four second flash sequence.

BUDGETARY INFORMATION: This grant is 100% funded by the Ohio Department of Natural Resources.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal of the grant application to the Ohio Department of Natural Resources Navigational Aids Grant Program and if awarded, authorizing the City Manager to execute any grant agreements. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to submit this application package to ODNR by the November 1, 2020 deadline.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, P.E., Director

cc: M. Spriggs, Commission Clerk; M. Reeder, Finance Director; Justin Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE AN APPLICATION WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) NAVIGATIONAL AIDS GRANT PROGRAM ON BEHALF OF THE CEDAR POINT MARINA (HARBOUR MARINA), OWNED AND OPERATED BY CEDAR FAIR, LP, TO REPLACE TWENTY (20) EXISTING BUOYS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the application to be submitted by the City will allow Cedar Fair, LP, to participate in the Ohio Department of Natural Resources Navigation Aids Grant Program and will, if awarded, replace twenty (20) existing buoys, ten (10) red buoys and ten (10) green buoys, located in the East Bay Channel; and

WHEREAS, this grant is 100% funded by the Ohio Department of Natural Resources; 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 ODNR by the deadline of November 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 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; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to file an application with the Ohio Department of Natural Resources Navigational Aids Grant Program, substantially in the same form as described in Exhibit "A", attached to this Resolution and specifically incorporated as if fully rewritten herein, and to execute the cooperative agreement, if awarded, for the furnishing and replacement of twenty (20) existing buoys, ten (10) red buoys and ten (10) green buoys, located in the East Bay Channel.

Section 2. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of the application for assistance from the Ohio Department of Natural Resources.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020



Ohio Department of Natural Resources
Division of Watercraft



Navigational Aids Grant Request

A. Requesting Agency:

Agency Providing Placement & Maintenance:

This address is used for shipping unless noted in Section H.

Agency: City of Sandusky

Agency: East Bay Channel Association

Contact Person: Aaron M. Klein, Director of Public Works

Contact Person: Bob Highlander

Address: 240 Columbus Avenue

Address: One Cedar Point Drive

City: Sandusky

City: Sandusky

State & Zip: Ohio, 44870

State & Zip: Ohio, 44870

Tel #: (419) 627-5829

Tel #: (419) 627-2334

E-mail: aklein@ci.sandusky.oh.us

E-mail: bhighlander@cedarpoint.com

B. Justification

☐ New ☒ Replacement

The East Bay Channel is 2.3 miles long and is used by boaters who have homes, condos, docks at 2 marinas and those docking for the restaurant at Castaway Bay Resort and Marine service facility. The East Bay Channel has twenty buoys that need replaced. There are 10 red buoys and 10 green buoys that need to be replaced. The buoys are model #B141428NSW made by Rolyan Buoys, Germantown, Wisconsin. The buoys are equipped with weighted collars and solar lights with a 4 second flash sequence.

C. Location

Body of Water: East Sandusky Bay

County: Erie

Water Depth: 8 to 20 feet

Anchor Method: Concrete Anchors with cables

Proposed Navigational Aid Placement Coordinates in Degrees Decimal Minutes

Latitude & Longitude:

Marker 1 N 41-27'41.9" W 82-40'24.1"
Marker 3 N 41-27'41.2" W 82-40'17.1"
Marker 5 N 41-27'40.1" W 82-40'13.1"
Marker 7 N 41-27'32.1" W 82-40'04.0"
Marker 9 N 41-27'25.8" W 82-39'57.9"
Marker 11 N 41-27'25.6" W 82-39'51.3"
Marker 13 N 41-27'15.8" W 82-39'45.3"
Marker 15 N 41-27'09" W 82-39'37.1"

Marker 2 N 41-27'40.5" W 82-40'24.5"
Marker 4 N 41-27'40.1" W 82-40'17.2"
Marker 6 N 41-27'39.2" W 82-40'14.1"
Marker 8 N 41-27'31.1" W 82-40'05.8"
Marker 10 N 41-27'24.8" W 82-39'58.7"
Marker 12 N 41-27'20.4" W 82-39'52.9"
Marker 14 N 41-27'14.6" W 82-39'47.9"
Marker 16 N 41-27'09" W 82-39'40"

Marker 17 N 41-27'02" W 82-39'41"
Marker 19 N 41-26'55.9" W 82-39'44.8"

Marker 18 N 41-27'02" W 82-39'43"
Marker 20 N 41-26'56.8" W 82-39'45.9"

☐ Federal Waters (Navigable) Lake Erie, Muskingum or Ohio River, etc.

☒ Ohio Waters

D. Required Information

 1 How many public access launch ramps are on this body of water or within 5 miles of the navigational aids placement sites?

 5 How many public access docks are on this body of water or within 5 miles of the navigational aids' placement sites?

36,000 What is the surface acreage of the body of water where the navigational aids will be placed?

N/A What is the horsepower limit on the body of water where the navigational aids will be placed?

Yes Can the general public access and use the body of water where the navigational aids will be placed?

E. Checklist of Documentation Submitted


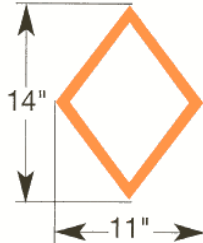
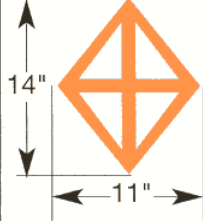
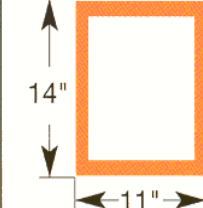
Required:

- ☒ This application, completed, signed and dated (DNR 8369)
- ☒ Chart showing location and types of navigational aids
- ☒ Longitude and Latitude of each marker
- ☒ Resolution from jurisdictional sponsor city, township, county

If Applicable:

- ☐ Approved U.S. Coast Guard Private Aids to Navigation Application (CG-2554)
- ☐ Signed documentation from ODNR Division of Watercraft permitting original buoys
- ☐ Cost quote for signage

F. Standard Inland Symbols and Messages

<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>CONTROLLED AREA SYMBOL</p>  <p>12"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ SLOW 5 MPH</p> <p>_____ SKI AREA</p> <p>_____ NO SKI</p> <p>_____ SLOW 10 MPH</p> <p>_____ SPEED ZONE</p> <p>_____ NO WAKE IDLE SPEED</p> <p>_____ BOAT SWIM AREA</p>
<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input type="checkbox"/> Other:</p>	<p>HAZARD WARNING SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ ROCK</p> <p>_____ DANGER</p> <p>_____ RAPIDS</p> <p>_____ SHOAL</p> <p>_____ STUMP</p> <p>_____ SHALLOW AREA</p> <p>_____ HAZARD AREA</p> <p>_____ DANGER DAM</p> <p>_____ BOAT SWIM AREA</p>
<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input checked="" type="checkbox"/> Other: Model B1428SWG Green Float Collar Channel Marker with Internal Bottom Ballast</p> <p>QTY: 10 (No Symbol)</p>	<p>RESTRICTED AREA SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ SWIM AREA</p> <p>_____ KEEP OUT</p> <p>_____ NO BOATS</p> <p>_____ BOATS KEEP OUT</p> <p>_____ CLOSED AREA</p> <p>_____ NO BOATING</p> <p>_____ DANGER DAM</p>
<p><u>Buoy Types</u></p> <p><input type="checkbox"/> X Heavy Duty Regulatory</p> <p><input type="checkbox"/> Float Collar Cans</p> <p><input checked="" type="checkbox"/> Other: <u>Model B1428NSW</u> Red (Nun) float collar Channel marker with Internal bottom ballast</p> <p>QTY: 10 (No symbol)</p>	<p>INFORMATION SYMBOL</p>  <p>14"</p> <p>11"</p> <p>2" band width</p>	<p><u>QTY</u> <u>Message</u></p> <p>_____ REST ROOM 1 MILE</p> <p>_____ STATE PARK AHEAD</p> <p>_____ MARINA ENTRANCE</p> <p>_____ FISH ATTRACTOR</p>

G. Sign Request

Qty	Signage Draft Text	Dimensions	Material
		Height:_____	<input type="checkbox"/> Metal
		Width: _____	<input type="checkbox"/> Plastic
			<input type="checkbox"/> Wood

H. Notes or Comments:

I. Signature

Signature: _____ Date:_____



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 15, 2020

RE: City Commission Agenda Item – Amend Ordinance 19-206 – Purchase and Sale Agreement
1531 Camp Street – Erie County Parcel #58-01458.000

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation amending Ordinance No. 19-206, passed on December 9, 2019 and allowing the City Manager to execute an amended 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1531 Camp Street and further identified by the Auditor as Erie County Parcel No. 58-01458.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on September 28, 2015 pursuant to Resolution 039-15R and received a Sheriff's Deed on April 20, 2016, through foreclosure for delinquent real estate taxes. City Commission had previously approved the sale of this lot to two (2) adjoining property owners for the use of yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011 and effective August 11, 2011.

Upon City Commission's approval of the sale on December 9, 2019, both adjoining property owners were notified of the next steps in acquisition of their portion of the property. The notification letter requested response by January 10, 2020. The property owner to the north responded with interest and no response was received from the property owner to the south. Without both parties consent, the City could not make an accurate determination of the earnest money deposit due as the amount would change if the property split survey was not necessary. Several attempts were made to contact adjoining property owner to the south to sign a Purchase and Sale Agreement and pay the earnest money deposit as required to enter the agreement. Attempts via phone, e-mail and regular mail were all unsuccessful.

This information was taken back to the Land Bank Committee for review at their regular scheduled meeting on February 3, 2020. It was expressed that the last request sent to the property owner included a deadline of January 10, 2020. The Land Bank Committee voted to extend the deadline for the property owner to the south to sign the Purchase and Sale Agreement and pay the earnest money deposit required to enter the agreement to March 10, 2020 and if there was no response, offer the entire parcel to the property owner to the north.

To date, there has been no response from the property owner to the south, and upon further review, eligibility factors have come into play. Erie County Auditor's records show that the property owner to the south has not paid first ½ or second ½ property taxes for tax year 2019 on Parcel #58-01724.000. This property owner has also been issued a Zoning/Nuisance violation in March and September, 2020. These factors will disqualify them from

the Mow To Own Program.

Since the original Purchase and Sale Agreements were not executed by either party, it is requested that City Commission approve an Amended Purchase and Sale Agreement for the entire parcel to be sold to the property owner to the north.

BUDGET IMPACT: The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees, survey and new legal description and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. These costs were initially split equally for each property owner. The property owner to the north will now be responsible to pay the uncollected balance on the property. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately five hundred seventy eight dollars and thirty cents (\$578.30) per year.

ACTION REQUESTED: It is requested that legislation be approved amending Ordinance No. 19-206 and allowing the City Manager to enter into the Amended Purchase and Sale Agreement for the sale of 1531 Camp Street, identified by the Auditor as Erie County Parcel No. 58-01458.000 to JAXTOWN LLC. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole, Community Development Programs Administrator

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser, City Manager

cc: McKenzie Spriggs, Clerk of the City Commission
Justin Harris, Interim Law Director
Michelle Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 19-206, PASSED ON DECEMBER 9, 2019, AND DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01458.000, LOCATED AT 1531 CAMP STREET, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF AN AMENDED PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1531 Camp Street, Parcel No. 58-01458.000 by Resolution No. 039-15R, passed on September 28, 2015, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, this City Commission declared that the property, owned by the City as part of the Land Reutilization Program, 1531 Camp Street, Parcel No. 58-01458.000, was no longer needed for any municipal purpose and approved the sale of the northern one-half (1/2) of the property to JAXTOWN, LLC, and the southern one-half (1/2) of the property to the adjoining property owner to the south, pursuant to the City's "Mow to Own" Side Lot Disposition Program by Ordinance No. 19-206, passed on December 9, 2019; and

WHEREAS, notification was provided to both property owners of the next steps to acquire their portions of the property and to respond by January 10, 2020, however, no response was received by the property owner to the south and without both parties consent, the City was unable to accurately determine the earnest money deposit and if a lot-split was necessary; and

WHEREAS, several attempts were made to contact the adjoining property owner to the south via phone, e-mail, and regular mail with no success and at their regularly scheduled meeting on February 3, 2020, the Land Bank Committee voted to extend the deadline for the property owner to the south to respond until March 10th and further approved offering the entire parcel to the property owner to the north should there be no response; and

WHEREAS, to date, there has been no response from the property owner to the south, and upon further review, the property owner is no longer eligible for

the Mow To Own Program; and

WHEREAS, adjoining property owner, JAXTOWN LLC, desires to purchase the entire Parcel No. 58-01458.000, located at 1531 Camp Street, and their Purchase and Sale Agreement has been amended to reflect this modification; and

WHEREAS, the total costs associated with this purchase and sale agreement is the cost of the title examination, recording and transfer fees, survey and new legal description, and deed preparation and these costs will be recouped by the City upon sale; 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; 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. This City Commission hereby amends Ordinance No. 19-206, passed on December 9, 2020.

Section 2. This City Commission finds, determines and declares that the Property, Parcel No. 58-01458.000, located at 1531 Camp Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically

incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2020, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Jami Tallman-Townsend on behalf of JAXTOWN, LLC, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 1531 Camp Street, Erie County Parcel Number 58-01458.000, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1527 Camp Street, Erie County Parcel Number 58-00651.000.

2. The total purchase price for the Property is six thousand six hundred dollars (\$6,600.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of seven hundred ninety six dollars (\$796.00) by credit card (processing fee applies), certified check or cashier's check made payable to Seller. The remaining balance of five thousand eight hundred and four dollars (\$5,804.00), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of four (4) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit "B" and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than November 26, 2024, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before November 26, 2024, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER(S):

Jami Tallman-Townsend, JAXTOWN LLC

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2020, before me, a Notary Public in _____ and for said County and State, personally appeared Jami Tallman-Townsend, on behalf of JAXTOWN LLC and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2020, 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 my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Justin Harris
Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Lot Number Two Hundred Three (203) on Camp Street in the William H. Mills Subdivision in the City of Sandusky, Erie County, Ohio, as per Plat recorded in Volume 2 of Plats, Page 7, Erie County, Ohio Records.

Property Address: 1531 Camp Street, Sandusky, Ohio 44870

Tax ID No: 58-01458.000

DRAFT

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

The City of Sandusky's "Mow to Own" Side Lot Disposition Program aims to stabilize and strengthen property owners' investments in their neighborhoods by transferring vacant, abandoned and tax delinquent parcels that are of insufficient size to permit independent development to adjacent property owners through the Land Reutilization Program. The parcels are generally too small to be developed based on current zoning regulations. The City of Sandusky has many parcels that were platted at a time when houses were typically much smaller and closer together and off-street parking was not needed. Today, the City of Sandusky's zoning regulations do not allow development on these small parcels. In addition, prospective homebuyers generally are more attracted to larger residential lots for reasons such as desire for a larger house and a spacious yard. Given the limited usefulness of side lot parcels for development due to zoning regulations and homebuyer preferences, the "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these parcels for yard expansion and off-street parking at a reasonable cost. Pursuant to the Ohio Revised Code, the parcels acquired by the Land Reutilization Program must be sold for not less than fair market value. The "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these unbuildable parcels by requiring a small non-refundable earnest money deposit to cover the City's cost of acquisition with the balance to be paid for by in-kind service of mowing and maintaining the lot over a certain number of years. The required years will be determined by subtracting the required non-refundable earnest money deposit from the Erie County Auditor's appraisal value and then dividing the balance by the average yearly cost of the City to mow and maintain the parcel. A Purchase Agreement will be

entered into that will expire at the end of the required number of years that will require the parcel to be properly mowed and maintained. If at any time it is not adequately maintained within the required number of years, the Purchase Agreement will become null and void and the City will keep the non-refundable earnest money deposit. Once the terms of the Purchase Agreement have been met, the closing will take place and the title will be transferred to the adjoining owner.

By implementing the "Mow to Own" Side Lot Disposition Program, the City aims to produce several positive outcomes by transferring ownership to the adjacent property owners:

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
4. Encourage the creation of off-street parking where there currently is none.
5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

The Land Reutilization Program aims to stabilize neighborhoods that are in decline with many vacant, abandoned and tax delinquent properties. Providing incentives for adjacent property owners to take ownership of vacant land will strengthen the neighborhood's character, appearance, and better sense of community.

A. Qualified Properties.

Parcels of property eligible for inclusion in the "Mow to Own" Side Lot Disposition Program shall meet all of the requirements pursuant to the City of Sandusky's Land Reutilization Program Policy and Procedures and shall also meet the following minimum criteria:

1. The property shall be vacant unimproved real property.
2. The property shall be physically contiguous to the adjacent owner's real property with a significant common boundary line.
3. The property shall consist of no more than one lot of insufficient size to permit independent development, which for the purposes of the Mow to Own Program shall be defined as a lot smaller than 40' X 125' or, in the case of an irregular shaped lot, as determined by the Land Bank Committee with the final approval of City Commission.

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

To: Eric Wobser, City Manager

From: John Orzech, Police Chief
James Green, Interim Fire Chief

Date: October 15, 2020

Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment of 9-1-1 equipment replacement and maintenance billing for 2021 to Erie County.

BACKGROUND INFORMATION: This is an agreement between the Erie County Commissioners and the City of Sandusky to pay annual charges for the 9-1-1 equipment beginning in 1999. We have now been invoiced the 9-1-1 equipment replacement and maintenance charges for 2021.

BUDGETARY INFORMATION: The total amount of this expenditure is \$16,961.47. The replacement cost is \$9,342.22 and the maintenance cost is \$7,619.25. The cost will be paid with funds from the Police Department's 2020 Operating budget in the amount of \$8,480.74 and from the EMS Fund in the amount of \$8,480.73.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the payment of the 9-1-1 equipment replacement and maintenance billing in the amount not to exceed **\$16,961.47**. It is further requested that this be passed in accordance with Section 14 of the City Charter in order for payment to be made to the County as the payment is due by November 08, 2020.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

James Green, Interim Fire Chief

cc: Michelle Reeder, Finance Director
Justin Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Erie County 911

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

Account # 110-1020-53000, 431-1330-53000

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2020

ERIE COUNTY FINANCE DEPARTMENT

2900 Columbus Avenue
Sandusky, OH 44870
(419) 627-7619



To: City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Invoice: EMA-911 CITY-SAND

Date: 10/08/20

INVOICE

Erie County 911
for year 2021

Subdivision
24861-3600-434200
911

Census

25793 \$16,961.47

\$16,961.47

MAKE CHECKS PAYABLE TO ERIE COUNTY COMMISSIONERS
Terms - Net 30 Days

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING PAYMENT FOR REPLACEMENT AND MAINTENANCE COSTS FOR CALENDAR YEAR 2021 PURSUANT TO THE 9-1-1 AGREEMENT BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky entered into an agreement with Erie County to provide funding for an enhanced 911 system as authorized by Ordinance No. 99-244, passed by the City Commission on August 23, 1999; and

WHEREAS, authorization for payment of the City's share for replacement and maintenance for the calendar year 2021 is being requested; and

WHEREAS, the total cost for the 9-1-1 equipment replacement and maintenance charges for the calendar year 2021 as reflected on the current unpaid invoice is \$16,961.47 (\$9,342.22 for replacement and \$7,619.25 for maintenance) and is to be paid with funds from the Police Department's 2020 operating budget in the amount of \$8,480.74 and from EMS Funds in the amount of \$8,480.73; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order for payment to be made to the County for CY 2021 as the payment is due by November 8, 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 Municipal Departments, including the Fire and Police Departments, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or the Finance Director are authorized and directed to make payment to the Erie County Commissioners for the City's share of the 9-1-1 replacement and maintenance costs for CY 2021 in an amount **not to exceed** Sixteen Thousand Nine Hundred Sixty One and 47/100 Dollars (\$16,961.47) consistent with the invoice received by the City from the Erie County Finance Department.

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

thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020



**Department
of Commerce**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

October 08, 2020

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Re: **NEW D5J PERMIT #5402040**
MAGROUP LLC
DBA NO 2 VITA URBANA
1ST FL & BSMT
256 COLUMBUS AVE
SANDUSKY OH 44870

Dear Legislative Authority:
Complete the attached request . Customer has applied for a Liquor License.
Thank you,
Norma

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5402040		STCK		MAGROUP LLC DBA NO 2 VITA URBANA 1ST FL & BSMT 256 COLUMBUS AVE SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
09 21 2017				
FILING DATE				
D5J		PERMIT CLASSES		
22	077	B	F24125	
TAX DISTRICT		RECEIPT NO.		

FROM 09/28/2020

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 09/28/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/29/2020

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B STCK 5402040**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Office Hours
8:00 a.m. - 5:00 p.m.
For Questions call
(614) 644-3156

OHIO DIVISION OF LIQUOR CONTROL
LICENSING SECTION
2020 JUL -6 PM 1:33

Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS
PROCESSING FEE \$100.00

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING



PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name:

MAGROUP LLC dba No 2 Vita Urbana

Permit Premises Address:

256 Columbus Ave., Sandusky, OH 44870

Liquor Permit Number(s):

5402040

Federal Tax ID Number:

FD24125

Email
Address:

Attorney's Name, Address and Telephone Number (If represented):

John D. Frankel, Esq., 414 Wayne St., Sandusky, OH 44870

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

Section A - PREVIOUS List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Patrick M. Graley			<input checked="" type="checkbox"/> Managing Member <input checked="" type="checkbox"/> Voting interest 100 % <input checked="" type="checkbox"/> Membership interest 100 %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	

Section B - REVISED List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

NAME	SOCIAL SECURITY # OR FEDERAL TAX ID #	OFFICE HELD	INTEREST	BIRTHDATE
1) Patricia E. Knauer			<input checked="" type="checkbox"/> Managing Member <input checked="" type="checkbox"/> Voting interest 100 % <input checked="" type="checkbox"/> Membership interest 100 %	
2)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	
3)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	
4)			<input type="checkbox"/> Managing Member <input type="checkbox"/> Voting interest % <input type="checkbox"/> Membership interest %	

McKenzie Spriggs

From: Greg Voltz
Sent: Friday, October 16, 2020 8:09 AM
To: Stephen Rucker; McKenzie Spriggs; John Orzech
Subject: RE: liquor permit

Thank you,

This property is zoned "DBD" - Downtown Business and this is a permitted use. No issues from the Planning Department.

Thank you,



Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 |
www.ci.sandusky.oh.us



From: Stephen Rucker <srucker@ci.sandusky.oh.us>
Sent: Friday, October 16, 2020 7:24 AM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>
Subject: RE: liquor permit

No issues, thanks



Steve Rucker | *Fire Marshal*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5823 | F: 419.627.5820
srucker@ci.sandusky.oh.us
www.ci.sandusky.oh.us

From: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>
Sent: Thursday, October 15, 2020 5:33 PM
To: Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker

McKenzie Spriggs

From: John Orzech
Sent: Monday, October 19, 2020 9:32 AM
To: McKenzie Spriggs; Greg Voltz; Stephen Rucker
Subject: RE: liquor permit

No issues from police, thanks!



John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: McKenzie Spriggs
Sent: Monday, October 19, 2020 9:23 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: RE: liquor permit

Ask and you shall receive.

Thanks,
McKenzie

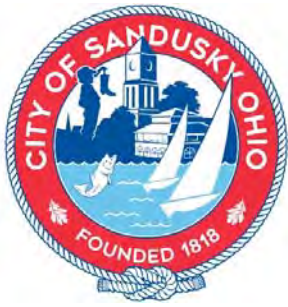
From: John Orzech
Sent: Friday, October 16, 2020 8:31 AM
To: McKenzie Spriggs <mspriggs@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>
Subject: RE: liquor permit

Is there any documentation to support or deny the request? Not sure who the new owners are, etc. Can't give any input unless there is something to look at.



John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us





COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: October 16, 2020

Subject: **Commission Agenda Item – CDBG FY20 Demolition Project #1 Contract**

Item for Consideration: Resolution of necessity for the CDBG FY20 –Demolition Project #1, involving asbestos abatement and demolition of eight (8) properties.

Background Information: City Commission previously approved solicitation of bids for the asbestos abatement and demolition of eight (8) properties, earlier in 2020. Of the eight (8) properties, 2106 Parkview and 1913 Camp are City owned and 423 Fulton will be City owned. Further, the City will utilize a Maintenance Bond towards the cost of demolition associated with 1730 Putnam Street. All of the of the properties are residential. The eight (8) properties are:

1. 1913 Camp Street, Sandusky, OH 44870 **(City owned)**
2. 1932 Putnam Street, Sandusky, OH 44870
3. 423 Fulton Street, Sandusky, OH 44870 **(will be City owned)**
4. 1520-22 Hayes Avenue, Sandusky, OH 44870
5. 410 Lawrence Street, Sandusky, OH 44870
6. 805 N. Depot Street, Sandusky, OH 44870
7. 2106 Parkview Boulevard, Sandusky, OH 44870 **(City owned)**
8. 1730 Putnam Street, Sandusky, OH 44870

Results of the bids, opened on October 15th, 2020 were as follows:

ProSupply, Inc.	Cleveland, OH	\$124,460.50
Garza Dirt Works, LLC	Clyde, OH	\$109,982.00
Barnes Nursery	Huron, OH	\$141,523.00
Ed Burdue & Company	Sandusky, OH	\$112,006.00
Advanced Demolition Services	McComb, OH	\$113,600.00

Garza Dirt Works, LLC of Clyde, Ohio was determined to be the lowest and best bid.

Budgetary Information: The total cost for the asbestos abatement and demolition is \$109,982.00. The cost for seven (7) of the demolitions will be paid with FY20 Community Development Block Grant Funds totaling \$100,232.00. 1730 Putnam Street will be demolished using a Maintenance Bond totaling \$8,715.00 and FY20 Community Development Block Grant Funds totaling \$1,035.00. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proper legislation be approved to permit the City Manager to enter into contract with Garza Dirtworks, LLC for asbestos abatement and demolition of eight (8) properties and that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

cc: McKenzie Spriggs, Clerk of City Commission
Michelle Reeder, Finance Director
Justin Harris, Interim Law Director
Debi Eversole, Development Programs Administrator

CERTIFICATE OF FUNDS

In the Matter of: Demolition- CDBG Funds

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

Account # 241-4447-53000

By: 

Michelle Reeder

Finance Director

Dated: 10/20/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GARZA DIRT WORKS, LLC, OF CLYDE, OHIO, FOR THE CDBG FY20 DEMOLITION PROJECT #1; 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 CDBG FY20 Demolition Project #1 by Resolution No. 028-20R, passed on July 13, 2020; and

WHEREAS, the original CDBG FY20 Demolition Project #1 involved asbestos abatement and demolition of eight (8) residential vacant and blighted structures located at 1932 Putnam Street, 423 Fulton Street, 1520-1522 Hayes Avenue, 410 Lawrence Street, 805 N. Depot Street, and 1847 Third Street (garage only), 1913 Camp Street and 2106 Parkview Boulevard; and

WHEREAS, subsequent to approval of the Resolution and prior to advertising, the garage at 1847 Third Street was voluntarily demolished and the property owners of 1730 Putnam Street were denied their demolition appeal through the Housing Appeals Board; and

WHEREAS, this City Commission amended Resolution No. 028-20R, passed on July 13, 2020, and declared the necessity for the City to proceed with a modified CDBG FY20 Demolition Project #1 by Resolution No. 041-20R, passed on October 12, 2020; and

WHEREAS, the modified CDBG FY20 Demolition Project #1 involves the asbestos abatement and demolition of eight (8) residential structures which are vacant and blighted and ordered for demolition by the City or the Housing Appeals Board and the privately owned properties are located at 1932 Putnam Street, 423 Fulton Street, 1520-1522 Hayes Avenue, 410 Lawrence Street, 805 N. Depot Street, and 1730 Putnam Street, and the City owned properties are located at 1913 Camp Street and 2106 Parkview Boulevard; and

WHEREAS, upon competitive bidding as required by law five (5) appropriate bids were received and the bid from Garza Dirt Works, LLC, of Clyde, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the asbestos abatement and demolition is \$109,982.00 of which \$100,232.00 will be paid with FY20 Community Development Block Grant (CDBG) funds for seven (7) of the properties and the costs for the property at 1730 Putnam Street will be paid with a maintenance bond in the amount of \$8,715.00 and FY20 Community Development Block Grant (CDBG) funds in the amount of \$1,035.00; 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 project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Planning, 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 Garza Dirt Works, LLC, of Clyde, Ohio, for the CDBG FY20 Demolition Project #1, in an amount **not to exceed** One Hundred Nine Thousand Nine Hundred Eighty Two and 00/100 Dollars (\$109,982.00) consistent with the bid submitted by Garza Dirt Works, LLC, of Clyde, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION



PLANNING DEPARTMENT

Division of Transit

240 Columbus Ave.
Sandusky, Ohio 44870

419.621.8462

www.cityofsandusky.com

TO: Eric Wobser, City Manager

FROM: Thomas Horsman, Assistant Planner

DATE: October 13, 2020

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation authorizing the expenditure of funds for the purchase and installation of electronic ticketing devices from Masabi Ltd. for the EZfare Mobile Ticketing Validator Project for Sandusky Transit System buses, and authorizing the City Manager to enter into an agreement with the Stark Area Regional Transit Authority (SARTA) for funding in the amount of \$13,554.00 through the Federal Transportation Administration for the validators.

BACKGROUND INFORMATION: In August 2019, the City of Sandusky joined NEORide, a regional council of governments consisting of 16 transit agencies across Ohio, Kentucky, and Michigan. In October 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd. of New York, New York. Sandusky Transit began using EZfare in June 2020. EZfare allows customers to purchase bus fares and passes on their mobile phones. Currently, Sandusky Transit bus drivers must visually inspect the mobile tickets to ensure they are valid tickets. As part of the EZfare project, NEORide has been working with member transit agencies to install mobile ticketing validators in buses so that validation can be done electronically. NEORide has provided Sandusky Transit a quote for 26 validators that includes installation and a 3 year warranty for a total cost of \$67,770. As the developer of the platform, Masabi, Ltd. is also the sole source provider for the validators which are necessary for electronic ticket validation.

In May 2020, the City applied to ODOT for funding through the Ohio Transit Partnership Program (OTP2) and was subsequently awarded funds in the amount of \$54,216.00 for the EZfare Validator Project.

In March 2020, SARTA was awarded \$1,997,503 in grant funding from the Federal Transit Administration (FTA) through the Integrated Mobility Innovation (IMI) program, which is being carried out in conjunction with NEORide. As part of that grant, Sandusky Transit will enter into an agreement with SARTA and receive \$13,554 to cover the required matching funds for the validators. The multi-year IMI grant, which involves 10 total transit agencies, will fund the purchase and installation of validators for use with the EZfare and Transit App mobile ticketing platforms, data collection and survey research, and the development of an innovative alternative payment application that will enable users to pay for transit service and a wide variety of other purchases with a “smartcard” rather than cash.

BUDGET IMPACT: The total cost for the validators, including three years of warranty, is \$67,770. Funding from the OTP2 will cover \$54,216 and funding from the FTA Integrated Mobility Innovation (IMI) Program through SARTA will cover the \$13,554 required local match.

ACTION REQUESTED: It is requested the attached legislation be adopted by the City Commission to allow the City Manager to purchase the validators from Masabi, and to enter into an agreement with SARTA to participate in the IMI grant program. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement as requested by SARTA and allow the validators to be purchased and complete the project so the funds can be expended and reimbursed in a timely manner in accordance with the grant programs.

Thomas Horsman,
Assistant Planner

I concur with this recommendation:

Eric Wobser,
City Manager

Matt Lasko,
Chief Development Officer

CERTIFICATE OF FUNDS

In the Matter of: Sandusky Transit Validators

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

Account # 218-6810-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/20/2020

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STARK AREA REGIONAL TRANSIT AUTHORITY (SARTA) FOR FINANCIAL ASSISTANCE FOR THE EZFARE MOBILE TICKETING VALIDATOR PROJECT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission adopted bylaws of the NEORide Regional Council of Governments and approved the City's Membership into NEORide, a regional council of governments consisting of sixteen (16) transit agencies across Ohio, Kentucky, and Michigan, by Ordinance No. 19-138, passed on August 26, 2019; and

WHEREAS, in October of 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd., that the Sandusky Transit System has been using since June of 2020; and

WHEREAS, EZFare allows riders to purchase bus fares and passes on their mobile phones and currently the tickets are validated by visual inspection by the bus drivers and this EZFare Mobile Ticketing Validator Project will provide for the purchase and installation of twenty six (26) mobile ticketing validators in transit buses to provide for electronic validation as well as warranty and training; and

WHEREAS, this City Commission authorized the filing of a grant application with the Ohio Department of Transportation for State FY2021 Ohio Transit Partnership Program Grant funds for the Sandusky Transit System by Resolution No. 018-20R, passed on May 26, 2020, and subsequently was awarded funds which included \$54,216.00 for the purchase of EZfare validators; and

WHEREAS, this agreement expresses the terms and conditions pursuant to which SARTA administers Federal Transportation Administration (FTA) funds received pursuant to the Public Transportation Innovation grants provided under 49 U.S.C. Section 5312 and provides reimbursement in the amount of \$13,254.00 in matching funds for the Ohio Department of Transportation (OTP2 Grant FY 2021) for the JRV validators, installation, warranty, and training for the Sandusky Transit System's EZfare Mobile Ticketing Validator Project; and

WHEREAS, approval is being requested in companion legislation to expend funds for the purchase and installation of twenty six (26) validators from Masabi Ltd. of New York, New York, for the EZfare Mobile ticketing Validator Project; 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 as requested by SARTA and to allow the project to move forward upon approval of the City Commission to purchase the validators so the funds can be expended and reimbursed in a timely manner in accordance with the grant programs; and

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

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

Section 1. The City Manager be and hereby is authorized to execute an agreement with the Stark Area Regional Transit Authority (SARTA) for financial assistance in the amount of \$13,554.00 for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager is authorized to provide any assurances or any other documentation required by the U.S. Department of Transportation and/or the Federal Transit Administration in connection with the awarded funds and reimbursement of funds for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System and lawfully expend funds consistent with the agreement.

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

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

those formal actions were in meetings open to the public in compliance with the law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020

EXHIBIT A SCOPE OF SERVICES

Scope of Services (SOS)

Project Name : EZfare

Transit Name: Sandusky Transit Sytem

Principal: Thomas Horsman

This Scope of Services (“SOS”) covers the above identified Transit’s engagement to provide services to SARTA pursuant to the terms and conditions of the above referenced Agreement (“Agreement”) as though the provisions of the Agreement were set forth in their entirety within this SOS and so this SOS and the Agreement shall be considered one, fully integrated document. All defined terms used in this SOS and not otherwise defined will have the same meaning as in the Agreement.

Sandusky Transit System will participate in activities related to this contract for project. The activities will include quarterly reports and annual project reviews to SARTA HQ. Sandusky Transit System will work with SARTA to ensure that all tasks and schedules are met. As challenges are uncovered, Sandusky Transit System will work proactively to break down barriers that will lead to the full execution of the program and its identified tasks and deliverables.

1.0 PERIOD OF PERFORMANCE:

The period of performance for this SOS shall be as follows: START: March 16, 2020
END: December 31, 2022 or the date of FTA funding termination, whichever is earlier.

2.0 PROJECT SCOPE:

2.1 Purpose

This SOS is issued by SARTA in support of SARTA’s Federal Transit Authority “Integrated Mobility Innovation Demonstration (IMI)” grant, as identified in the main body of the Agreement, and as set forth below as Projects 1-3, 5 & 7.

2.2 Transit’s Performance Obligations

Transit will have exclusive control over the means, method and details of fulfilling its obligations hereunder including sole responsibility for managing the delivery of Services hereunder.

2.3 Transit's Compliance with Agreement

Transit will ensure that applicable terms and conditions of the governing Agreement and this Statement of Work are communicated to, understood by, and complied with by the Transit's resources assigned to the Projects.

3.0 DESCRIPTION OF SERVICES:

Sandusky Transit System will provide the following services (collectively, the "Services"):

Project 1. Project Administration. Provide quarterly reports. (Due by the 15th of each month following the end of each quarter)

Project 2. Project Management. Transit will assist in finalizing the project work plan.

Project 3. Project Planning. Transit will assist in fostering stakeholder engagement, developing and harmonize program policies and procedures across multiple partners, and identify technological advancements needed to fulfill project goals (including research and planning).

Project 5. Operations. Installation of validators, training (staff and customers), marketing and user recruitment (of validators) and operation of payment system for 12-18 months. (Starting 30 days after installation and training)

Project 7. Final Report and Information Sharing. Assist in identifying next steps and phase 2 partners, produce and deliver final project report, and develop and distribute public project report. Final report is Due December 31st.

4.0 PERSONNEL QUALIFICATIONS

Sandusky Transit System will provide personnel with the qualifications and skills to perform the Services as noted in the Agreement. The personnel identified and/or described in this SOS are essential to the Services being performed hereunder. No substitution of personnel shall be made by the Consultant without written consent of SARTA.

5.0 PAYMENTS FOR SERVICES

SARTA shall provide Sandusky Transit System funding for the following:

1. Funding limited to \$13,554 in matching funding for the Ohio Department of Transportation (OTP2 Grant FY 2021) for JRV Validators, installation, warranty and training. This funding will be made available once Sandusky Transit System submits proof of delivery and installation of validators to SARTA.

(The copy of original proof of payment for the validators along with a copy of the invoice must be sent to receive reimbursement.)

Terms are net cash, without discount, payable within 30 days after date of invoice. Nothing in this section is intended to change the reporting and other FTA requirements regarding payment of services set forth in the main body of this Agreement.

6.0 Project Benefits

By participating in the EZfare IMI Grant project, Sandusky Transit System will have the opportunity to expand their current system to develop an innovative alternative payment system for mobility, business and personal applications targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations.

Partners and stakeholders sought to be involved in this project include regional public and private transit and transportation providers, shared mobility companies, financial institutions / merchants, local businesses, community-based and nonprofit organizations, schools and universities, government agencies, and social service and healthcare organizations who work with the program's target populations.

Deliverables of this project include:

- **Installation of Validators**: Validators will be installed on all transit vehicles including installation, training and assistance with marketing.
- **Smartcard Development and Integration with Strategic Partners**: Develop an integrated, alternative payment system based on Masabi's EZfare technology and Smart Cards, which will be used for multiple transit and non-transit applications and to centralize and unify public transit fare-purchasing processes throughout the region (via the "Multi-pass" function). EZfare partners will be enabled with SmartCard technology, training and an initial order of SmartCards.
- **Development of Stored Value**: targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations. EZfare partners will be enabled to utilize stored value as a method of payment.
- **Multimodal Mobility Strategies and Program Procedures**: the EZfare IMI committee will endeavor to create new strategies and procedures to help with cooperative arrangements between both public and private cooperative agreements.
- **Research**: a full data management plan, partner and user surveys, data analysis and reporting will be conducted to analyze the effectiveness of new or potential multi-modal strategies.
- **Seamless Payment Integration**: software integration, hardware installation and policy and technology alignments necessary to implement the payment system seamlessly with all desired project partners.

7.0 PROJECT MANAGERS:

SARTA's Project Manager is the person authorized to act as primary point of contact for SARTA and is responsible for acceptance/rejection of any project deliverables.

Name:	Debbie Swickard - SARTA Grants Manager
Phone Number:	330-956-7903
Fax Number:	dswickard@sartaonline.com
E-Mail Address:	dswickard@sartaonline.com
Address:	1600 Gateway Blvd SE, Canton, OH 44707

Sandusky Transit System's PROJECT MANAGER:

Sandusky Transit System's Project Manager is the person authorized to act as primary point of contact under this SOS.

Name:	
Phone Number:	
Fax Number:	
E-Mail Address:	
Address:	

Sandusky Transit System's Project Team:

Name:	
Title	
Phone Number:	
E-Mail Address:	
Address:	

Name:	
Title	
Phone Number:	
E-Mail Address:	
Address:	

**AGREEMENT BETWEEN
STARK AREA REGIONAL TRANSIT
AUTHORITY AND
CITY OF SANDUSKY/ SANDUSKY TRANSIT
SYSTEM**

Re: Subagreement for Services related to the "EZfare: The Gateway" project under the FTA Office of Research, Demonstration and Innovation (TRI) Project ID: OH-2020-032-00

THIS AGREEMENT is made and entered into effective, as of the date the last party hereto signs, by and between Stark Area Regional Transit Authority, 1600 Gateway Blvd SE Canton, OH 44707-3544,, DUNS# 07-778-4890, (hereinafter referred to as ("SARTA") and City of Sandusky/ Sandusky Transit System, 1230 N Depot Street, Sandusky, OH 44670, (hereinafter referred to as "Consultant") serves as the contract for services that City of Sandusky/ Sandusky Transit System agrees to provide under the Cooperative Agreement between SARTA and the Federal Transit Administration ("FTA") Office of Research, Demonstration and Innovation (TRI) concerning the " USDOT's Mobility Innovation Program" project ("Project")..

For Good and valuable consideration the receipt and adequacy of which is hereby acknowledged, and in further consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1
INTENT

This Agreement expresses the terms and conditions pursuant to which SARTA administers federal funds received pursuant to the Public Transportation Innovation grants provided under 49 U.S.C. Section 5312 ("Section 5312"). This Agreement includes certain mandatory requirements under federal law by which the Consultant must comply to be eligible, and terms by which the Consultant must comply to maintain its eligibility, for receipt of any federal funds under Section 5312. Consultant should be prepared to abide by all applicable federal requirements as specified in Section 5312, FTA Circulars C 6100.1E and all other applicable FTA circulars, regulations or guidance. The agreement consists of this Agreement document and provisions referenced herein, together with any Scope of Services issued hereunder and any Change Orders and Modifications issued after execution of this Agreement. The foregoing shall form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

ARTICLE 2
SERVICES

The Consultant shall provide the consulting services in support of the Integrated Mobility Innovation Demonstration (IMI) as described in individual Scope of Services (hereinafter referred individually as an SOW) entered into from time to time as required by SARTA from time to time in support of the IMI Project during the term hereof under the conditions of this Agreement (the "Services"). Each engagement will have a defined Scope of Services but this Agreement will apply to all SOW engagements.

ARTICLE 3

TERM

This Agreement shall be for a term of thirty-one months (31). Consultant shall commence the Services as described in an SOS either party shall have the right to terminate this Agreement prior to the commencement by providing the other with 30 days written notice of its election to terminate. Notwithstanding the above however, no Services shall be paid until an actual SOS for the particular project is executed by the parties.

ARTICLE 4

SCOPE OF RESPONSIBILITIES

The Services performed under this Agreement are to include without limitation technical or professional consulting in support of the IMI. Cost and performance parameters for tasks to be performed will be individually negotiated and set forth in the applicable SOS for each requested engagement.

Consultant acknowledges that to receive any federal funds through SARTA pursuant to Section 5312 or any payment from SARTA at all, Consultant must maintain full and complete compliance with any and all applicable federal laws, ordinances, statutes, rulings, codes, any amendments thereto, or any similar guideline promulgated by the U.S. Department of Transportation, the Federal Transit Authority ("FTA") Office of Research, Demonstration and Innovation (TRI), any other federal entity with similar authority over the distribution of funds pursuant to Section 5312 as set forth herein and any and all such laws, ordinances, statutes, rulings, codes, and any amendments thereto with which SARTA must comply in its role as administrator under Section 5312. Consultant must certify to SARTA that they are in compliance with the relevant federal requirements as set forth herein prior to or at the time of execution of this Agreement, and subsequent certifications are required annually once the FTA publishes any annual list of certifications and assurances.

In addition, (a) Consultant must keep and maintain all documents and files necessary to document its compliance with FTA certifications and assurances, (b) Consultant must permit SARTA, FTA and the State of Ohio with five (5) business day's prior written notice, to inspect any records retained as evidence of compliance with Section 5312, (c) where equipment, or facility is acquired, built, and/or improved by the Consultant using FTA funds, provisions must be made with regard to said equipment, and/or facility to ensure the FTA retains satisfactory continuing control of the equipment, and/or facility, (d) when procuring property, supplies, equipment, and/or services with funds from an FTA grant, the Consultant must comply with the FTA procurement requirements set forth at 49 CFR part 18 and guidance contained in the most recent FTA Circular 4220.1, (e) Consultant shall certify to SARTA and the FTA, pursuant to 49 CFR 18.36, that its procurements and procurement system will comply with all applicable third-party procurement provisions of federal laws, regulations, and directives, except to the extent the FTA has expressly approved otherwise in writing, (f) The Consultant must at all times comply with the National Environmental Policy Act (NEPA) when utilizing funds provided by the FTA or any other applicable federal agency, (g) Consultant agrees to comply with all applicable civil rights statutes and implement any and all necessary regulations to ensure compliance therewith including, but not limited to, (h) Consultant agrees to comply, and assurances compliance of any third party contractor, with the provisions of 49 U.S.C. 5312 which prohibit discrimination on the basis of race, color, religion, national origin, sex, age, and disability, and prohibit discrimination in employment or business opportunity, (i) The Consultant agrees to

comply, and assures the compliance of any third-party contractor, with all applicable laws and regulations pertaining to nondiscrimination on the basis of disability, (j) Consultant will ensure that the services provided will not infringe on any patent, license or intellectual property.

Consultant also acknowledges and agrees to provide all reporting on such forms and in such formats as SARTA may require from time to time, including without limitation the following reports which must be submitted to SARTA by the 15th of each month:

1. Milestone Progress Reports including explanations for changes to estimate milestone progress dates.
2. Federal Financial Reports including cash transaction, expenditures, unliquidated obligations, and remaining share for both FTA and the Consultant.
3. All program measures and service improvements.

The Consultant will also document any evidence, statistics, receipts, invoices, or any other documentary proof that supports the SOSs, any coordinated plan and Section 5312 programs if applicable. The Consultant will also monitor and report to SARTA any involvement in all claims and complaints whether made to the Consultant directly, FTA, State of Ohio, or Department of Justice. Consultant acknowledges that it is the Consultant's responsibility to insure that all employees, agents, and/or subcontractors are following all FTA and State guidelines including posting contact information for these agencies to allow for the filing of any complaint.

ARTICLE 5 WARRANTIES

In addition to the other warranties set forth or incorporated herein, Consultant hereby represents and warrants to SARTA as follows:

- (a) it has, and will have, full authority:
 - (i) to execute this Agreement;
- (b) to provide the Services to SARTA on the terms set out in this Agreement;
- (c) execution of this Agreement is not in contravention or conflict with any term or provision of any agreement or instrument to which it is a party;
- (d) this Agreement is legally valid, binding and enforceable against the Consultant;
- (e) it will, and will cause its personnel to comply with all applicable laws, rules, and regulations governing the performance of each of their respective obligations under this Agreement and shall maintain, and cause to be maintained in good standing any requisite licenses, registrations, approvals, and exemptions required for it or its personnel to perform its respective obligations under this Agreement;
- (f) the Services provided will comply with the requirements of any SOS and all FTA guidance and requirements and will meet any performance criteria set out or referred to in the SOS; it will perform and comply with (and will ensure that all its personnel will comply with) its obligations under this Agreement in a timely fashion consistent with best practices in the industry;

(g) it will ensure that, where SARTA is reliant on the expertise of the Consultant or any Consultant personnel in providing professional advice, such advice will be given in an impartial, informed and independent manner and in the best interests of SARTA;

(h) it will ensure that the Services are performed with due diligence, reasonable skill and care and in accordance with best industry practice at all times;

(i) it will:

(i) comply (and ensure that all Consultant personnel will comply); and

(ii) ensure that the Services (including any items delivered as part of the services) comply;

with all applicable laws and other governmental, statutory and/or regulatory requirements and guidance which may from time to time be applicable to the services and to the drafting of the plans, including without limitation all requirements under federal law, including without limitation 49 USC Section 5312 and all applicable regulations regarding Ohio or federal department of transportation or local rules and regulations regarding fuel and safety requirements, all Occupational Safety and Health Administration regulations and related site safety guidelines, and site work permitting requirements and all environmental regulations;

(j) there is no material threatened or pending legal proceeding or government action to which it is a party or to which any of its property is subject, which could materially and adversely affect its ability to enter into this Agreement and/or perform all of its obligations hereunder;

(k) it will ensure that all Consultant personnel, agents and contractors will, when allowed the use of any SARTA's site or equipment, comply with the applicable site security, system usage and other policies and procedures in force from time to time;

(l) it will ensure that the Consultant personnel will at all times behave in a courteous, professional and appropriate manner and that no Consultant personnel will act or make any statement, post anything to the internet, or otherwise behave in any manner that is reasonably likely to result in any prejudice to SARTA (including to their respective reputations);

(m) it will ensure that the Consultant personnel have appropriate experience, qualifications and expertise and that any Consultant personnel (including approved contractors, subcontractors and material men) providing work or materials for the project are timely paid, and that no such party places or attempts to place any lien on the project property or any funds used in connection therewith;

(o) it will ensure that the Services provided will not infringe on any patent, license or other intellectual property and will ensure any products, materials or equipment provided or obtained by the Consultant will comply with the terms of this Agreement and Section 5312; and

(p) it will ensure that in performing hereunder it shall not introduce any virus, Trojan horse, malicious software, tracking devices or other similar items into the SARTA system or component thereof and will ensure at all times that it maintains industry leading protections, firewalls etc. to

ensure no such item is introduced into the SARTA IT environment in connection with the Services.

5.1 The Consultant shall fully and effectively indemnify, to the extent allowed by law and keep indemnified, to the extent allowed by law, SARTA from and against, and agrees to pay on demand, any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against SARTA as a result of any breach of the warranties, representations and/or undertakings in this Agreement (including in relation to any claims, liens or encumbrances which may affect SARTA's use of the equipment, software or services). Without prejudice to the foregoing or to any other rights or remedies of SARTA, in the event of breach of any warranty, representation or undertaking the Consultant undertakes promptly to remedy the breach (or the circumstances giving rise to the breach) without charge.

5.2 In addition (and without prejudice) to all other rights under this Agreement, SARTA may suspend this Agreement for any period and/or terminate this Agreement immediately on written notice if it learns information giving it a factual basis to conclude that the Consultant has breached the warranties, representations and undertakings given in this Agreement.

The representations and warranties of Consultant set forth in this Agreement and in the other Agreement Documents and bidders proposal shall survive the termination hereof.

ARTICLE 6 TERMS OF PAYMENT

SARTA shall pay to Consultant for the Services as outlined in each SOS. The Consultant agrees to accept payment for each SOS as full and final payment for all Services, overhead, profit, expenses and charges of any nature incurred by Consultant in performing its obligations for said tasks.

Unless otherwise indicated in an applicable SOS, payment to the Consultant shall be made for services rendered and for approved reimbursables during the preceding calendar month by the 7th day of the following month, as set forth on an applicable SOS and upon the submission of an invoice to SARTA by the Consultant. The invoice, detailing services performed by the Consultant shall be sent to Grants Manager and payments@sartaonline.com. SARTA shall pay the invoiced amount within thirty (30) days after receipt of such invoice, subject to (a) SARTA having received FTA grant money to pay such fees and (b) Consultant submitting all required documentation. Without limiting the foregoing the following information must be submitted to SARTA for any requested payments: (1) for items purchased, Consultant must submit a copy of all original vendor's invoices along with copies of the payment for such invoices (amounts must match), all documents to support and back-up submitted invoice must also be provided; (2) for reimbursement for wages or personnel costs, Consultant must submit supervisor signed time sheets or supervisor signed computer printout showing pay rate, a detailed listing of all time worked, broken down by specific calendar day and hours worked along with documentation supporting how each individual was actually paid. No payments will be made to Consultant unless and until SARTA determines, in its discretion, that proper supporting documentation has been provided.

ARTICLE 7 CHANGES

In the event SARTA elects to change from Scope of Services for approved tasks, SARTA shall promptly notify the Consultant in writing of all such changes in the scope. In such an event, appropriate adjustments shall be made to the task order fee as mutually agreed by the parties and shall be set forth in an Agreement amendment signed by SARTA and the Consultant.

ARTICLE 8 DISPUTES

This Agreement will be interpreted under Ohio law without given effect to its conflict of law's provisions.

Performance During Dispute – Unless otherwise directed by SARTA, Consultant shall continue performance under this Agreement while matters in dispute are being resolved, and SARTA shall continue meeting its obligations including prompt payment of all undisputed sums due to Consultant.

Claims for Damages – Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Dispute Resolution – In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, SARTA and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

If such negotiations are not fully successful, the parties agree that any claim shall be brought in the Court of Common Pleas sitting in Stark County, Ohio or in the Federal District Court for the Northern District of Ohio. Both parties hereby consent to jurisdiction in such courts and waive any claim that any such forum is inconvenient for any such action.

Rights and Remedies – The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SARTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Either party to the Agreement shall have the right to terminate this Agreement for cause upon notice to the non-defaulting party.

ARTICLE 9 COMMUNICATIONS

Unless otherwise designated by the SARTA Executive Director/CEO in writing, the Consultant shall direct all formal and informal communication, other than invoicing inquiries, regarding the

Services performed under this Agreement to the SARTA Executive Director/CEO, who shall be the daily contact person for this Agreement.

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to Consultant:

Attn: _____

If to SARTA:

Stark Area Regional Transit Authority
Attn: Executive Director/CEO
1600 Gateway Blvd., SE
Canton, OH 44707

ARTICLE 10 INDEPENDENT CONTRACTOR

The Consultant shall be deemed an independent contractor for all purposes, and the employees of the Consultant or any of its subcontractors, and the employees thereof shall not in any manner be deemed to be employees of SARTA. As such, the employees of the Consultant, or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by SARTA, nor shall such Consultant, its subcontractors or employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers' or unemployment compensation or similar employment benefit programs from SARTA and Consultant shall fully indemnify, to the extent allowed by law, defend and hold SARTA harmless from and against any claim by any of its employees or contractors alleging any such interest.

ARTICLE 11 ACCESS TO RECORDS

The Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records. The Consultant agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. In addition, the Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. The Consultant agrees to provide sufficient access to FTA, SARTA, the State of Ohio and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required and access to the sites of performance under this Agreement as reasonably may be required.

ARTICLE 12
EMPLOYMENT RELATED OBLIGATIONS

In connection with the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall further agree to insert a similar provision to all subcontractor agreements. In addition, Consultant will at all times comply with all applicable FTA regulations governing this Agreement, including without limitation, DBE requirements, prevailing wage requirements and other worker related protections and or goals as applicable.

The Consultant shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5. The Consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all personnel working on the Agreement. Such records shall contain the name and address of each such employee, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Consultant will permit such representatives to interview employees during working hours on the job. The Consultant shall require the inclusion of the language of this clause within subcontracts of all tiers.

ARTICLE 13
INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to share a part of this Agreement or to benefit arising therefrom.

ARTICLE 14
PROHIBITED INTEREST and FALSE STATEMENTS

SARTA's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants, potential Consultants, or parties to sub-agreements. Additionally, Consultant acknowledges the obligation to file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." In addition, Consultant shall require each of its subcontractors (and require each such subcontractors to obtain from its subcontractors [of any tier]) certifications that each organization will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of SARTA, any other agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Consultant and each of its subcontractors and their subcontractors (of any tier) shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Agreement, grant or award covered by 31 U.S.C. 1352. All disclosures required by this section are to be forwarded 'up the chain' to Consultant who shall then forward the same to SARTA.

The Consultant also acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

ARTICLE 15 INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless SARTA from and against any and all costs, losses, and damages, including but not limited to all fees and charges of engineers, attorneys, and other professionals, and all mediation, arbitration, court, or other dispute resolution costs (including all costs of appeals), caused by Consultant's violation of any provision of this Agreement or any negligent acts or omissions of Consultant, its employees and Consultant's subcontractors in connection with or related to this Agreement.

ARTICLE 16 SEVERABILITY

In the event that any provision, portion, or application of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, SARTA and the Consultant shall negotiate an equitable adjustment in the provision of this Agreement with a view toward effecting the purpose of this Agreement and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 17 RECOVERED MATERIALS

To the extent the same is applicable to the Services performed under this Agreement, the Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

ARTICLE 18 GENERAL CONDITIONS

No Federal Government Obligation to Third Parties. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement or distribution of grant funds, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities the Consultant or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Lobbying Restrictions The undersigned certifies, to the best of his or her knowledge and belief, that: (a) no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, (c) The Consultant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any

tier that must be approved by an FTA official irrespective of the contract amount. As such, the Consultant shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by SARTA. If it is later determined by SARTA that Consultant knowingly rendered an erroneous certification, in addition to remedies available to SARTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, during the term of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TO the extent applicable to the Services or Consultants performance hereunder, the Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 19 HEADINGS

The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

ARTICLE 23 INFORMATION & DATA RIGHTS

This work under this Agreement is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Agreement. The Consultant shall grant SARTA intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Consultant agrees that except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, and SARTA until such time as FTA and SARTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by this Agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, presentations, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar

information used for performance or administration of the Agreement. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. a. Any subject data developed under the Agreement, whether or not a copyright has been obtained; and b. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the Agreement for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined herein and shall be delivered as the Federal Government may direct. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, to the extent allowed by law, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

This Agreement has been executed by the parties on the respective dates set forth below, effective as of the date first written above.

SARTA

Consultant

Kirt W. Conrad
Executive Director/CEO

Date

Print Name/Title

Federal ID Number

Date

EXHIBIT A SCOPE OF SERVICES

Scope of Services (SOS)

Project Name : EZfare

Transit Name: Sandusky Transit System

Principal: Nicole DeFreitas

This Scope of Services (“SOS”) covers the above identified Transit’s engagement to provide services to SARTA pursuant to the terms and conditions of the above referenced Agreement (“Agreement”) as though the provisions of the Agreement were set forth in their entirety within this SOS and so this SOS and the Agreement shall be considered one, fully integrated document. All defined terms used in this SOS and not otherwise defined will have the same meaning as in the Agreement.

Sandusky Transit System will participate in activities related to this contract for project. The activities will include quarterly reports and annual project reviews to SARTA HQ. Sandusky Transit System will work with NEORide to ensure that all tasks and schedules are met. As challenges are uncovered, Sandusky Transit System will work proactively to break down barriers that will lead to the full execution of the program and its identified tasks and deliverables.

1.0 PERIOD OF PERFORMANCE:

The period of performance for this SOS shall be as follows: **START:** March 16, 2020
END: December 31, 2022 or the date of FTA funding termination, whichever is earlier.

2.0 PROJECT SCOPE:

2.1 Purpose

This SOS is issued by SARTA in support of SARTA’s Federal Transit Authority “Integrated Mobility Innovation Demonstration (IMI)” grant, as identified in the main body of the Agreement, and as set forth below as Projects 1-3, 5 & 7.

2.2 Transit’s Performance Obligations

Transit will have exclusive control over the means, method and details of fulfilling its obligations hereunder including sole responsibility for managing the delivery of Services hereunder.

2.3 Transit's Compliance with Agreement

Transit will ensure that applicable terms and conditions of the governing Agreement and this Statement of Work are communicated to, understood by, and complied with by the Transit's resources assigned to the Projects.

3.0 DESCRIPTION OF SERVICES:

Sandusky Transit System will provide the following services (collectively, the "Services"):

Project 1. Project Administration. Provide quarterly reports. (Due by the 15th of each month following the end of each quarter)

Project 2. Project Management. Transit will assist in finalizing the project work plan.

Project 3. Project Planning. Transit will assist in fostering stakeholder engagement, developing and harmonize program policies and procedures across multiple partners, and identify technological advancements needed to fulfill project goals (including research and planning).

Project 5. Operations. Installation of validators, training (staff and customers), marketing and user recruitment (of validators) and operation of payment system for 12-31 months. (Starting 30 days after installation and training)

Project 7. Final Report and Information Sharing. Assist in identifying next steps and phase 2 partners, produce and deliver final project report, and develop and distribute public project report. Final report is Due December 31st 2022.

4.0 PERSONNEL QUALIFICATIONS

Sandusky Transit System will provide personnel with the qualifications and skills to perform the Services as noted in the Agreement. The personnel identified and/or described in this SOS are essential to the Services being performed hereunder. No substitution of personnel shall be made by the Consultant without written consent of SARTA.

5.0 PAYMENTS FOR SERVICES

SARTA shall provide Sandusky Transit System funding for the following:

1. Funding limited to \$13,254 in matching funding for the Ohio Department of Transportation (OTPP Grant FY 2020) for JRV Validators, installation, warranty and training. This funding will be made available once Sandusky Transit System submits proof of delivery and installation of validators to SARTA.

(The copy of original proof of payment for the validators along with a copy of the invoice must be sent to receive reimbursement.)

Terms are net cash, without discount, payable within 30 days after date of invoice. Nothing in this section is intended to change the reporting and other FTA requirements regarding payment of services set forth in the main body of this Agreement.

6.0 Project Benefits

By participating in the EZfare IMI Grant project, Sandusky Transit System will have the opportunity to expand their current system to develop an innovative alternative payment system for mobility, business and personal applications targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations.

Partners and stakeholders sought to be involved in this project include regional public and private transit and transportation providers, shared mobility companies, financial institutions / merchants, local businesses, community-based and nonprofit organizations, schools and universities, government agencies, and social service and healthcare organizations who work with the program's target populations.

Deliverables of this project include:

- **Installation of Validators**: Validators will be installed on all transit vehicles including installation, training and assistance with marketing.
- **Smartcard Development and Integration with Strategic Partners**: Develop an integrated, alternative payment system based on Masabi's EZfare technology and Smart Cards, which will be used for multiple transit and non-transit applications and to centralize and unify public transit fare-purchasing processes throughout the region (via the "Multi-pass" function). EZfare partners will be enabled with SmartCard technology, training and an initial order of SmartCards.
- **Development of Stored Value**: targeted to significantly benefit unbanked, underbanked, low-income, disadvantaged, disabled, student, elderly and other underserved populations. EZfare partners will be enabled to utilize stored value as a method of payment.
- **Multimodal Mobility Strategies and Program Procedures**: the EZfare IMI committee will endeavor to create new strategies and procedures to help with cooperative arrangements between both public and private cooperative agreements.
- **Research**: a full data management plan, partner and user surveys, data analysis and reporting will be conducted to analyze the effectiveness of new or potential multi-modal strategies.
- **Seamless Payment Integration**: software integration, hardware installation and policy and technology alignments necessary to implement the payment system seamlessly with all desired project partners.

7.0 PROJECT MANAGERS:

SARTA's Project Manager is the person authorized to act as primary point of contact for SARTA and is responsible for acceptance/rejection of any project deliverables.

Name:	Debbie Swickard - SARTA Grants Manager
Phone Number:	330-956-7903
Fax Number:	dswickard@sartaonline.com
E-Mail Address:	dswickard@sartaonline.com
Address:	1600 Gateway Blvd SE, Canton, OH 44707

Sandusky Transit System's PROJECT MANAGER:

Sandusky Transit System's Project Manager is the person authorized to act as primary point of contact under this SOS.

Name:	
Phone Number:	
Fax Number:	
E-Mail Address:	
Address:	

Sandusky Transit System's Project Team:

Name:	
Title	
Phone Number:	
E-Mail Address:	
Address:	

Name:	
Title	
Phone Number:	
E-Mail Address:	
Address:	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF TWENTY SIX (26) JRV ELECTRONIC VALIDATORS FROM MASABI, LTD. OF NEW YORK, NEW YORK, FOR THE EZFARE MOBILE TICKETING VALIDATOR PROJECT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission adopted bylaws of the NEORide Regional Council of Governments and approved the City's Membership into NEORide, a regional council of governments consisting of sixteen (16) transit agencies across Ohio, Kentucky, and Michigan, by Ordinance No. 19-138, passed on August 26, 2019; and

WHEREAS, in October of 2019, NEORide launched EZfare, a mobile ticketing platform developed by Masabi Ltd., that the Sandusky Transit System has been using since June of 2020; and

WHEREAS, EZfare allows riders to purchase bus fares and passes on their mobile phones and currently the tickets are validated by visual inspection by the bus drivers and this EZfare Mobile Ticketing Validator Project will provide for the purchase and installation of twenty six (26) mobile ticketing validators in transit buses to provide for electronic validation as well as warranty and training; and

WHEREAS, this City Commission authorized the filing of a grant application with the Ohio Department of Transportation for State FY2021 Ohio Transit Partnership Program Grant funds for the Sandusky Transit System by Resolution No. 018-20R, passed on May 26, 2020, and subsequently was awarded funds which included \$54,216.00 for the purchase of EZfare validators; and

WHEREAS, Masabi, Ltd. developed EZfare and is the sole source provider for the validators necessary for electronic ticket validation; and

WHEREAS, the total cost for the purchase and installation of twenty six (26) JRV Electronic Validators, including warranty and training, is \$67,770.00 of which \$54,216.00 will be paid with funds awarded from the Ohio Department of Transportation through the FY2021 Ohio Transit Partnership Program Grant and the remaining balance of \$13,554.00 will initially be paid by the City and reimbursed with Federal Transit Administration (FTA) funding through the Stark Area Regional Transit Authority (SARTA); and

WHEREAS, approval is being requested in companion legislation to enter into an Agreement with Stark Area Regional Transit Authority (SARTA) for financial assistance for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System; 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 validators to be purchased and complete the project so the funds can be expended and reimbursed in a timely manner in accordance with the grant programs; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to expend funds for the purchase and installation of Twenty Six (26) JRV Electronic Validators, including warranty and training, from Masabi Ltd. of New York, New York, for the EZfare Mobile Ticketing Validator Project for the Sandusky Transit System, at an amount **not to exceed** Sixty Seven Thousand Seven Hundred Seventy and 00/100 Dollars (\$67,770.00), pursuant to and in accordance with the terms provided by Stark Area Regional Transit Authority and the Ohio Department of Transportation relating to the EZfare Mobile Ticketing Validator Project and the FY2021 Ohio Transit Partnership Program Grant.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: October 26, 2020

Pricing - SANDUSKY JRV Proposal 10/21/20



Ticketing for Smarter Cities

Product	Per Per Unit	Amount	Total
JRV Electronic Validator (one time)	\$1,200.00/unit	26	\$31,200
Justride Validator Warranty, per unit (first year after purchase)	\$0.00	26	\$0.00
Justride Validator Warranty, per unit (second and subsequent years after purchase) (assumes five year) (NOTE: PER YEAR)	\$135.00/per unit/per year x 2 years	26	\$7,020 total for 3 years (first year free)
Site Survey (one time)*	\$5,000	1	\$5,000
Installation (one time)	\$425/unit	26	\$11,050
Mobilization Fee (one time)*	\$7,500	1	\$7,500
EMV Chain of Custody Training (one time)*	\$6,000	1	\$6,000

***Cost can be shared with neighboring agencies if completed at the same time**

Note: prices are exclusive taxes, shipping and delivery charges, and import duties.

Payment Terms:

Upon receipt of the Justride Validator, 100% of validation unit fees are due and payable immediately.

These terms are presented and valid for 30 days. Thereafter Masabi reserves the right to change terms and pricing.