

### SANDUSKY CITY COMMISSION REGULAR SESSION AGENDA MARCH 14, 2022 AT 5 P.M. CITY HALL, 240 COLUMBUS AVENUE

INVOCATION Dave Waddington

PLEDGE OF ALLEGIANCE

CALL TO ORDER

**ROLL CALL** B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington

**APPROVAL OF MINUTES** February 28, 2022

**AUDIENCE PARTICIPATION** 

**SWEARING IN FIREMEN** Cole Good & Chase Green, Mario D'Amico, Fire Chief

**PUBLIC HEARINGS** CDBG 2020 Substantial Amendment, Nicole Grohe, CDBG Program Administrator

CDBG 2022 Action Plan, Nicole Grohe, CDBG Program Administrator

**COMMUNICATIONS** Motion to accept all communications submitted below

**CURRENT BUSINESS** 

#### **CONSENT AGENDA ITEMS**

### ITEM A – Submitted by Mario D'Amico, Fire Chief

#### **REQUESTING APPROVAL TO SUBMIT OHIO EMS GRANT**

<u>Budgetary Information</u>: There is no budgetary impact. The grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There is no matching funds. <u>RESOLUTION NO.</u> \_\_\_\_\_: It is requested a resolution approving the submission of a grant application for the 2022-2023 Ohio Emergency Medical Services (EMS) Grant Program through the Department of Public Safety, Division of Emergency Medical Services, for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

#### ITEM B – Submitted by Marion D'Amico, Fire Chief

#### FIRE DEPARTMENT TRAINING ACADEMY AGREEMENT

**<u>Budgetary Information:</u>** This will not impact the budget, as there is no cost involved.

- 1. ORDINANCE NO. \_\_\_\_\_: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year agreement with Ehove Career Center for the use of City facilities and equipment at the Sandusky Central Fire Station for the period of April 1, 2022, through March 31, 2025; and declaring that this ordinance shall take immediate effect in full accordance with Section 14 of the City Charter.
- 2. ORDINANCE NO. \_\_\_\_\_: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year agreement with Vanguard-Sentinel Adult Career Centers for the use of City facilities and equipment at the Sandusky Central Fire Station for the period of April 1, 2022, through March 31, 2025; and declaring that this ordinance shall take immediate effect in full accordance with Section 14 of the City Charter.
- 3. ORDINANCE NO. \_\_\_\_\_: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year agreement with Lifecare EMS Training Academy for the Field Internship Training Program and use of City facilities and equipment at the Sandusky Central Fire Station for the period of April 1, 2022, through March 31, 2025; and declaring that this ordinance shall take immediate effect in full accordance with Section 14 of the City Charter.

#### ITEM C – Submitted by Michelle Reeder, Finance Director

#### **SOFTWARE SOLUTIONS INC. ANNUAL FEE**

**<u>Budgetary Information:</u>** The total cost for the annual support fee is \$37,703.54. Of this amount, \$18,851.78 will be paid by the General Fund, \$9,425.88 by the Water Fund and \$9,425.88 by the Sewer Fund.

ORDINANCE NO. \_\_\_\_\_: It is requested an ordinance authorizing and directing payment to Software Solutions Incorporated, of Dayton, Ohio, for the annual software support fee for the period April 1, 2022, through March 31, 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

#### **REGULAR AGENDA ITEMS**

### ITEM 1 – Submitted by Jonathan Holody, Community Development Director

#### MILLS CREEK GOLF COURSE PROPERTY ACQUISITION

<u>Budgetary Information</u>: The negotiated price is \$365,000. The City will also be responsible for paying closing, survey and environmental assessment costs in an estimated amount of up to \$15,000. At the time of closing,

the existing lease will be terminated and the City will be relieved of any future rent payment obligations. The source of funding is the Capital and Recreation Funds.  ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a purchase agreement with the Bishop of Toledo for the acquisition of real property located at the Mills Creek Golf Course, Sandusky; approval to terminate the lease agreement dated June 24, 1999, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 2 – Submitted by Nicole Grohe, Community Development Program Administrator
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY2020 SUBSTANTIAL AMENDMENT  Budgetary Information: There are no funds required to implement this amendment as all funds are currently allocated to the City through the existing and past CDBG grants.  ORDINANCE NO: It is requested an ordinance be passed amending ordinance no. 22-003, passed on January 10, 2022: approving a substantial amendment to the City's FY 2020 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2020, through June 30, 2021, and authorizing and directing the City Manager to submit the amended action plan to the United States Department of Housing and Urban Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 3 – Submitted by Nicole Grohe, Community Development Program Administrator
AGREEMENT WITH COMMUNITY ACTION COMMISSION AGREEMENT  Budgetary Information: The Community Action Commission of Erie, Huron, and Richland Counties Inc. will receive 10% of the \$150,000, totaling \$15,000 to support their administration of the program; the remaining funds will be directed to eligible residents. These funds will be expended from the FY2020 Community Development Block Grant (CDBG-CV) Fund.  ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a sub recipient agreement with the Community Action Commission of Erie, Huron, and Richland Counties Inc., for the administration and implementation of the Rental and Mortgage Subsistence Payment Program and to expend an amount not to exceed \$150,000 from the FY2020 Community Development Block Grant (CDBG) Funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 4 – Submitted by Josh Snyder, Public Works Engineer
AWARD THE 2022 SEWER LINING PROJECT TO UNITED SURVEY INC.  Budgetary Information: The total construction cost for the project shall not exceed \$316,615 and shall be paid with Sewer Funds.  ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with United Survey, Inc., of Oakwood Village, Ohio, for the 2022 Sewer Lining Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
PURCHASES FOR IMPROVEMENTS & REPAIRS TO WATER SERVICE INFRASTUCTURE FROM CORE & MAIN LP Budgetary Information: The budgeted cost for Core & Main, LP, as approved in the operating budget is \$800,000. This year's allocation for hydrants, valves, and miscellaneous materials (\$200,000) and meters (\$600,000 – split evenly with sewer maintenance) will be paid with Water Funds in the amount of \$500,000 and Sewer Funds in the amount of \$300,000. Purchases exceeding this amount from Core & Main, LP, would require approval from City Commission.  ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Core & Main, LP, of Ashland, Ohio, for the purchase of materials and parts for
improvements and repairs to water service infrastructure in CY2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Aaron Klein, Public Works Director
AMENDMENT #1 FOR MILLS STREET HIGH RATE TREATMENT PROJECT
Budgetary Information: The total amount for detailed design is \$1,753,850 but there is still \$133,338.16
remaining on the original preliminary design contract that totaled \$410,800. Therefore, the amendment would
be \$1,620,511.84, for a total contract price of \$2,031,311.84. The full amount would be initially paid with
Sewer Funds, but the City has "nominated" this project for reimbursement through a low-interest loan from
the Water Pollution Control Loan Fund (WPCLF). The formal application will be submitted later in 2022 when
final design and construction estimates are more accurate. Erie County would be required to pay their share of
the various components of the project as per the Sewer Services Agreement based on whether it is related to
wet weather work or a capital improvement of existing equipment or processes.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager
to enter into an amendment to the agreement for professional design services with Stantec Consulting
Services, Inc., of Cleveland, Ohio, for the Mills Street High Rate Treatment Project; and declaring that this
ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 8 – Submitted by Josh Snyder, Public Works Engineer
AWARD CONTRACT FOR MEIGS STREET WITH UNDERGROUND UTILITIES INC.
Budgetary Information: The total construction cost shall not exceed \$1,808,344.80, with \$829,823.84 paid for
by ODOT directly to the contractor, \$179,807.96 out of Street Account (Issue 8), \$500,562.00 out of Water
Funds, and \$298,151.00 out of Sewer Funds.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager
to enter into a contract with Underground Utilities, Inc., of Monroeville, Ohio, for the Meigs Street
Reconstruction & Multi-Use Path Project; and declaring that this ordinance shall take immediate effect in
accordance with Section 14 of the City Charter.
ITEM 9 – Submitted by Josh Snyder, Public Works Engineer
CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR MEIGS STREET CONSTRUCTION
Budgetary Information: The cost for contract administration and inspection services shall not exceed \$180,587
and will be split as follows: Street Account (Issue 8) \$101,128.72, Water Fund \$50,564.36, and Sewer Fund
\$28,893.92.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager
to enter into an agreement for professional services with K. E. McCartney & Associates, Inc., of Mansfield, Ohio,
for contract administration and inspection services for the Meigs Street Reconstruction & Multi-Use Path
Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City
Charter.
Charter.
ITEM 10 – Submitted by Jason Werling, Recreation Superintendent
AGREEMENT AMENDMENT WITH ADVANTAGE ENTERTAINMENT FOR JACKSON STREET PIER CONCERTS
Budgetary Information: The contract will not exceed \$182,500; with \$50,000 coming from the Lange Trust, and
the balance from the Programming Fund.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager
to enter into an amendment to the agreement for special event producer for the 2022 Summer Concert Series
at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with
Section 14 of the City Charter.
ITEM 11 – Submitted by Jason Werling, Recreation Superintendent  CONTRACT WITH BAY AREA LAWN FOR LAWN SPRAYING SERVICES AT MILLS CREEK GOLF COURSE
Budgetary Information: The contract calls for \$11,355 in 2022 and \$11,355 in 2023 for a total amount of
\$22,710 and will be budgeted and paid from the Mills Creek Golf Course contractual services account.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager
to enter into a two (2) year agreement with Pisarsky Enterprises, LLC., (D.B.A. Bay Area Lawn Care) for lawn
spraying services at Mills Creek Golf Course for the CY 2022 and CY 2023 seasons: and declaring that this
ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 12 – Submitted by Jared Oliver, Police Chief
SPD RETIREMENT AND SALE OF K9 PROGRAM DOG OFFICER GUNNER
Budgetary Information: The City will receive one (1) dollar for the sale of K9 Gunner to his handler, Sergeant
Evan Estep.
ORDINANCE NO. : It is requested an ordinance be passed allowing for the sale of Sandusky Police
Department K9 Officer Gunner pursuant to Section 25 of the City Charter; approving the retirement of K9
Officer Gunner and authorizing the sale of KQ Officer Gunner to his handler. Sorgeant Evan Esten: and declaring

that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 13 – Submitted by Jared Oliver, Police Chief
PURCHASE OF THREE SUV'S FOR POLICE DEPARTMENT  Budgetary Information: The cost per vehicle is \$33,086.97 for a total cost of \$99,260.91 and will be paid with Capital Funds.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to purchase three (3) 2022 Ford Utility Police SUV's through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Montrose Ford of Akron, Ohio, for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
ITEM 14 – Submitted by Marcus Harris, Diversity and Economic Opportunity Manager  ACCEPT TECHCRED GRANT FOR DEI PROGRAM
<b>Budgetary Information:</b> There is no budgetary impact. The costs for approved training will be reimbursed with TechCred Program Funds.
ORDINANCE NO: It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$12,180 from the Ohio Department of Development through the TechCred Program for the reimbursement of training to upskill the City's workforce; 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"

#### FIRE DEPARTMENT



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

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

Michelle Reeder, Finance Director

DATE: February 28, 2022

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation for the approval of the submission of a grant application for the 2022-2023 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services.

**BACKGROUND INFORMATION:** The Sandusky Fire Department applies for this grant every year and is awarded different funds each year. The funds if awarded will go towards the purchase of EMS equipment or supplies.

**BUDGETARY INFORMATION:** There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There is no matching funds.

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the grant deadline of April 1, 2022.

Approved:	I concur with this recommendation:
Mario D'Amico III, Fire Chief	Eric Wobser, City Manager
Cc: John Orzech, Assistant City Man Brendan Heil, Law Director	ager

<b>RESOL</b>	<b>UTION</b>	NO.	

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2020-2021 OHIO EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES, FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research and the funding source for the grant program is fines levied in the State of Ohio for seat belt violations; and

**WHEREAS**, the Sandusky Fire Department applies for this grant annually in which the priority distribution of available funds are defined by Section 4765.07 of the Ohio Revised Code; and

**WHEREAS**, the Sandusky Fire Department will use these funds, if awarded, for the purchase of equipment and/or supplies; 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 for the 2022-2023 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services by the submission deadline of April 1, 2022; and

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

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

Section 1. This City Commission hereby approves the submission of a grant application for the 2022-2023 Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety, Division of Emergency Medical Services, for equipment and/or supplies for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

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Section 2. If any section, phrase, sentence, or portion of this Resolution is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Resolution were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Resolution is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS **CLERK OF THE CITY COMMISSION** 

Passed: March 14, 2022

#### FIRE DEPARTMENT



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

TO: Eric Wobser, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: March 1, 2022

RE: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Requesting a resolution authorizing the City manager to enter into a three (3) year agreement with Vanguard-Sentinel Adult Career Centers of Sandusky County, Ehove Career Center of Erie County and Lifecare EMS Training Academy of Lorain County for the period of April 1, 2022 through March 31, 2025.

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

**BUDGETARY INFORMATION:** This will not impact the budget, as there is not cost involved.

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared for the proposed agreement with Vanguard-Sentinel Adult Career Centers, Ehove Career Center and Lifecare EMS Training Academy. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement as the previous agreements have expired.

Approved:	I concur with this recommendation:
Mario D'Amico III, Fire Chief	Eric Wobser, City Manager

Cc: John Orzech, Assistant City Manager

Brendan Heil, Law Director

Michelle Reeder, Finance Director

<b>ORDINANCE</b>	NO.	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH EHOVE CAREER CENTER FOR THE USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF APRIL 1, 2022, THROUGH MARCH 31, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

**WHEREAS**, the City for years has allowed EHOVE to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2021; and

WHEREAS, the purpose of this written agreement is to outline the responsibilities of both EHOVE and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by EHOVE in conjunction with their Public Safety Training Program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow EHOVE to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired; and

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

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year Agreement with EHOVE Career Center for the use of City facilities and equipment at the Sandusky Central Fire Station for the period of April 1, 2022, through March 31, 2025, substantially in the same form as Exhibit "1", a

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

copy of which is attached to this Ordinance and is specifically incorporated as if

fully rewritten herein, together with such revisions or additions as are approved

by the Law Director as not being adverse to the City and as being consistent with

carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS

**CLERK OF THE CITY COMMISSION** 

Passed: March 14, 2022

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

This Agreement made on and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_, 2022, between the City of Sandusky, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio, 44870, hereinafter referred to as "SFD" and EHOVE Career Center, 316 West Mason Road, Milan, Ohio 44846, hereinafter referred to as "School".

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

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

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

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

### SECTION ONE GRANT OF PERMISSION

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

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

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

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

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

### SECTION TWO TERM / MODIFICATION / TERMINATION

The term of this agreement shall be for the period commencing April 1, 2022, through March 31, 2025.

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

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

Sandusky Fire Department EHOVE Career Center c/o Fire Chief c/o Laura Dowdell 316 West Mason Road Sandusky, Ohio 44870 Milan, Ohio 44846

### SECTION THREE OBLIGATIONS

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

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

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

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

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

### SECTION FOUR INDEMNIFICATION

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

## SECTION FIVE GOVERNING LAW

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

### SECTION SIX ASSIGNMENT

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

### SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL

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

## SECTION EIGHT JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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



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

## SECTION TEN ENTIRE AGREEMENT

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

#### SIGNATURE PAGES TO FOLLOW

	THE CITY OF SANDUSKY:
	Eric L. Wobser City Manager
STATE OF OHIO )	
) ss: ERIE COUNTY)	
Before me, a Notary Public in and	for said County and State, personally appeared
the said Eric L. Wobser, City Manager on	the day of, 2022, who
after having been first duly sworn, ac	knowledged that he is the person identified
hereinabove, that he has been proper	ly authorized and empowered to execute this
document for and in behalf of the City of	f Sandusky, Ohio, and that the same was his free
act and deed.	
	Notary Public

	EHOVE CAREER CENTER:
	Laura Dowdell
	Director of Adult Education
STATE OF OHIO	) ) ss:
ERIE COUNTY)	) 33.
Before me, a Notar	y Public in and for said County and State, personally appeared
2022, who after having identified hereinabove, t	been first duly sworn, acknowledged that he is the person that he has been properly authorized and empowered to and in behalf of the EHOVE Career Center, and that the same Notary Public
Approved as to form:	
Brendan L. Heil (#0091991 Law Director City of Sandusky	)

#### **EXHIBIT "A"**

#### SANDUSKY FIRE DEPARTMENT RELEASE AND WAIVER

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

Further, the undersigned agrees:

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

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

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

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

Signature of Participant	Date
Drinted name of Participant	
Printed name of Participant	
Signature of Parent if Participant is a minor	Date
EXHIB	17"1"
Witness	Date
EHOVE Career Center	Date
Course Name	

OF	RDII	IAI	NCE	NO	Э.					

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH VANGUARD-SENTINEL ADULT CAREER CENTERS FOR THE USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF APRIL 1, 2022, THROUGH MARCH 31, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

**WHEREAS**, the City for years has allowed Vanguard to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2021; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both Vanguard and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by Vanguard in conjunction with their EMS Training Programs; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow Vanguard to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired; and

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

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

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

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

use of City facilities and equipment at the Sandusky Central Fire Station for the

period of April 1, 2022, through March 31, 2025, substantially in the same form as

Exhibit "1", a copy of which is attached to this Ordinance and is specifically

incorporated as if fully rewritten herein, together with such revisions or additions

as are approved by the Law Director as not being adverse to the City and as being

consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

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

This Agreement made on and entered into this \_\_ day of \_\_\_\_\_\_\_, 2022, between the City of Sandusky, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio, 44870, hereinafter referred to as "SFD" and Vanguard-Sentinel Adult Career Centers, 1306 Cedar Street, Fremont, Ohio 43420, hereinafter referred to as "School".

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

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

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

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

### SECTION ONE GRANT OF PERMISSION

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

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

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

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

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

### SECTION TWO TERM / MODIFICATION / TERMINATION

The term of this agreement shall be for the period commencing April 1, 2022, through March 31, 2025.

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

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

Sandusky Fire Department c/o Fire Chief 600 West Market Street Sandusky, Ohio 44870 Vanguard-Sentinel Adult Career Centers c/o Lorrie A. Dymond Public Safety Coordinator 1306 Cedar Street Fremont, Ohio 43420

## SECTION THREE OBLIGATIONS

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

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

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

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

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

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

### SECTION FOUR INDEMNIFICATION

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

SECTION FIVE GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in

### SECTION SIX ASSIGNMENT

accordance with the laws of the State of Ohio.

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

## SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL

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

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

### SECTION EIGHT JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

## SECTION NINE VALIDITY OF AGREEMENT

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

## SECTION TEN ENTIRE AGREEMENT

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

#### SIGNATURE PAGES TO FOLLOW

	THE CITY OF SANDUSKY:
	Eric L. Wobser City Manager
STATE OF OHIO ) ) ss: ERIE COUNTY)	
Before me, a Notary Public in and	I for said County and State, personally appeared
the said Eric L. Wobser, City Manager	on the day of, 2022, who
after having been first duly sworn, ac	knowledged that she is the person identified
hereinabove, that he has been proper	ly authorized and empowered to execute this
document for and in behalf of the City	of Sandusky, Ohio, and that the same was her
free act and deed.	
	Notary Public

	VANGUARD-SENTINEL ADULT CAREER CENTERS SCHOOL:		
	Lorrie A. Dymond Public Safety Coordinator		
STATE OF OHIO ) ) ss: ERIE COUNTY)			
he said Lorrie A. Dymond, Public Safet	nd for said County and State, personally appeared by Coordinator, on the day of, y sworn, acknowledged that they are the person		
dentified hereinabove, that he has	been properly authorized and empowered to		
execute this document for and in beh	alf of the Center, and that the same was his free		
act and deed.			
	Notary Public		
Approved as to form:			
Brendan L. Heil (#0091991) Law Director City of Sandusky			

#### **EXHIBIT "A"**

#### SANDUSKY FIRE DEPARTMENT RELEASE AND WAIVER

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

Further, the undersigned agrees:

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

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

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

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

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

Signature of Participant	Date
Printed name of Participant	
Witness	Date
Vanguard-Sentinel Adult Career Centers	Date
Course Name	

<b>ORDINANCE</b>	NO.	,	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH LIFECARE EMS TRAINING ACADEMY FOR THE FIELD INTERNSHIP TRAINING PROGRAM AND USE OF CITY FACILITIES AND EQUIPMENT AT THE SANDUSKY CENTRAL FIRE STATION FOR THE PERIOD OF APRIL 1, 2022, THROUGH MARCH 31, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

**WHEREAS**, the City for years has allowed LifeCare to use facilities and equipment at the Central Fire Station and the previous agreement expired on December 31, 2021; and

**WHEREAS**, the purpose of this written agreement is to outline the responsibilities of both Lifecare and the Fire Department should the Fire Department authorize utilization of City facilities and/or equipment for use by LifeCare in conjunction with their Field Internship Training Program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow LifeCare to continue to utilize the Sandusky Central Fire Station as necessary pursuant to the agreement as the previous agreement expired; and

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

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

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

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

Internship Training Program for the period of April 1, 2022, through March 31,

2025, substantially in the same form as Exhibit "1", a copy of which is attached to

this Ordinance and is specifically incorporated as if fully rewritten herein,

together with such revisions or additions as are approved by the Law Director as

not being adverse to the City and as being consistent with carrying out the terms

of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### AGREEMENT FOR FIELD INTERNSHIP TRAINING

This Agreement made on and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, between the City of Sandusky, Ohio, a chartered municipality of the State of Ohio, through the Sandusky Fire Department, 600 West Market Street, Sandusky, Ohio 44870, hereinafter referred to as "SFD" and LifeCare EMS Training Academy, 640 Cleveland Street, Elyria, Ohio 44035, hereinafter referred to as "School".

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

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

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

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

## SECTION ONE GRANT OF PERMISSION

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

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

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

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

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

### SECTION TWO TERM / MODIFICATION / TERMINATION

The term of this Agreement shall be for the period commencing April 1, 2022, through March 31, 2025.

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

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

Sandusky Fire Department LifeCare EMS Training Academy

c/o Fire Chief c/o

600 West Market Street 640 Cleveland Street Sandusky, Ohio 44870 Elyria, Ohio 44035

### SECTION THREE OBLIGATIONS

The School and its students agree to the following:

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

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

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

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

### SECTIOIN FOUR INDEMNIFICATION

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

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

## SECTION FIVE GOVERNING LAW

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

## SECTION SIX ASSIGNMENT

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

# SECTION SEVEN CAUSE BEYOND REASONABLE CONTROL

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

## SECTION EIGHT JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

## SECTION NINE VALIDITY OF AGREEMENT

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

## SECTION TEN ENTIRE AGREEMENT

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



SIGNATURE PAGES TO FOLLOW

	THE CITY OF SANDUSKY:
	Eric L. Wobser
	City Manager
STATE OF OHIO ) ) ss:	
ERIE COUNTY)	
Before me, a Notary Public in ar	nd for said County and State, personally appeared
the said Eric L. Wobser, City Manager o	on the day of, 2022
who after having been first duly swor	n, acknowledged that he is the person identified
nereinabove, that he has been prop	erly authorized and empowered to execute this
document for and in behalf of the Cit	ty of Sandusky, Ohio, and that the same was he
free act and deed.	
	Notary Public

	LIFECARE EMS TRAINING ACADEMY:
	Director of Education
STATE OF OHIO ) ) ss: ERIE COUNTY)	
	and for said County and State, personally appeared
the said,, Dir	rector of Education on the day of
person identified hereinabove, that he	n first duly sworn, acknowledged that he is the e has been properly authorized and empowered to half of the School, and that the same was his free
act and deed.	
	Notary Public
Approved as to form:	
Brendan L. Heil (#0091991)	
Law Director	
City of Sandusky	

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

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

Further, the undersigned agrees:

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

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

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

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

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

I HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND ITS CONTENTS AND I **VOLUNTARILY SIGN THE SAME AS MY OWN FREE ACT.** Signature of Participant Date Printed name of Participant Signature of Parent if Participant is a Witness Date LifeCare EMS Training Academy Date





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

TO: Eric Wobser, City Manager

FROM: Michelle Reeder, Finance Director

DATE: March 1, 2022

RE: Commission Agenda Item

#### **ITEM FOR CONSIDERATION:**

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Dayton, Ohio, for the annual support fee for the period April 1, 2022 through March 31, 2023. The City uses this software for payroll, utility billing, asset management, and financial management. The City has used Software Solutions Incorporated since 1995.

#### **BUDGETARY INFORMATION:**

The total cost for the annual support fee is \$37,703.54. Of this amount, \$18,851.78 will be paid by the General Fund, \$9,425.88 by the Water Fund, and \$9,425.88 by the Sewer Fund.

#### **ACTION REQUESTED:**

It is requested that legislation be approved authorizing payment in the amount of \$37,703.54 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2022 through March 31, 2023, in accordance with Section 14 of the City Charter under suspension of the rules, as the payment is due on March 31<sup>st</sup>.

Eric Wobser	Michelle Reeder
City Manager	Finance Director

CC: Brendan Heil, Law Director



Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B Dayton, OH 45458

Ship To:
Sandusky, City of
240 Columbus Avenue

Sandusky, OH 44870

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

#### Description

Annual Software Support Contract for Visual Intelligence for period 04/01/2022 thru 03/31/2023

SUBTOTAL	\$37,703.54
Sales Tax	\$0.00
TOTAL	\$37,703.54

**INVOICE** 

03/01/2022

03/31/2022

Invoice #: INV-0007910

Term: Net 30

Invoice Date:

Due Date:

PO #:

#### **CERTIFICATE OF FUNDS**

In the Matter of: Software Solutions Annual Support

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 # 110-7900-53000, 612-5900-53000, 613-5900-53000

Michelle Reeder

**Finance Director** 

Dated: 3/1/2022

<b>ORDINANCE</b>	NO.				

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF DAYTON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2022, THROUGH MARCH 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the City has used Software Solutions Incorporated since 1995 and currently uses this software for payroll, utility billing, asset management, and financial management; and

WHEREAS, the cost for the annual software support fee for the period April 1, 2022, through March 31, 2023, is \$37,703.54 of which \$18,851.78 will be paid with General Funds, \$9,425.88 will be paid with Water Funds and \$9,425.88 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to Software Solutions Incorporated by the due date of March 31, 2022; 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Dayton, Ohio in an amount **not to exceed** Thirty Seven Thousand Seven Hundred Three and 54/100 Dollars (\$37,703.54) for the annual software support fee for the period April 1, 2022, through March 31, 2023.

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.

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

# SAY DUSA-OUNDED 18/8

#### DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue Sandusky, Ohio 44870 419.627.5707 www.cityofsandusky.com

To: Eric Wobser, City Manager

**From:** Jonathan Holody, Community Development Director

**Date**: March 2, 2022

Subject: Commission Agenda Item – Purchase of Property – Mills Creek Golf Course

<u>Items for Consideration:</u> Legislation authorizing the City Manager to enter into a Purchase Agreement to acquire 34.833 acres of land at the Mills Creek Golf Course and approval to terminate the Lease Agreement dated June 29, 1000.

**Background Information:** In 1999, the City entered into an agreement with the Bishop of Toledo to lease 34.833 acres of land for a period of 25 years, through May 31<sup>st</sup>, 2024. The next lease payment is due on June 1<sup>st</sup>, 2022 in the amount of \$35,120. The final lease payment is due June 1<sup>st</sup>, 2023 in the amount of \$35,998.

The land is presently used for a portion of holes #3 through #7 of the Mills Creek Golf Course.

An appraisal conducted in 1998 by Martin Appraisal Service valued the property at \$255,000. Appraisals conducted in late 2021 by Delahunt Appraisal Service and Martin Wood Appraisal Group valued the property at \$269,000 and \$385,000, respectively.

Acquisition of the property will provide long-term cost savings and stability, thereby allowing the City to maintain and enhance the golf course as a recreation amenity for years to come.

<u>Budgetary Information:</u> The negotiated purchase price is \$365,000. The City will also be responsible for paying closing, survey and environmental assessment costs in an estimated amount of up to \$15,000. At the time of closing, the existing lease will be terminated and the City will be relieved of any future rent payment obligations. The source of funding is Capital and Recreation Funds.

<u>Action Requested:</u> It is requested that the proper legislation be prepared to allow the City to enter into the Agreement for the purchase of 34.833 acres of land at Mills Golf Course. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to execute the purchase agreement and commence the due diligence period and allow the land acquisition to be completed prior to the next lease agreement payment due on June 1, 2022.

I concur with this recommendation:	
Eric Wobser, City Manager	Jonathan Holody, Community Development Director

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, City Commission Clerk

#### **CERTIFICATE OF FUNDS**

In the Matter of: Golf Course Property Acquisition

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

Account # 431-6504-54000, 227-3700-53000

· Car

Michelle Reeder Finance Director

Dated: 3/4/2022

ORDINANCE NO.	
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AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH THE BISHOP OF TOLEDO FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT THE MILLS CREEK GOLF COURSE, SANDUSKY; APPROVAL TO TERMINATE THE LEASE AGREEMENT DATED JUNE 24, 1999; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved a new golf course lease with the Sandusky Catholic Cemeteries for 34.833 acres of land (the "Property") for a period of twenty five (25) years through May 31, 2024, by Ordinance No. 99-184, passed on June 14, 1999; and

**WHEREAS**, the City desires to acquire the leased property currently used for a portion of holes #3 through #7 of the Mills Creek Golf Course and to terminate the current Lease Agreement and; and

**WHEREAS**, acquisition of this 34.833 acres located at the Mills Creek Golf Course will provide long-term cost savings and stability and allow the City maintain and enhance the golf course as a recreation amenity for years to come; and

WHEREAS, the total cost for the purchase of the Property located at the Mills Creek Golf Course, Sandusky, is \$365,000.00 plus closing costs associated with the transaction, and survey and environmental assessment costs estimated to be up to \$15,000.00 and these costs will be paid with Capital Funds and Recreation Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the purchase agreement and commence the due diligence period and allow the land acquisition to be completed prior to the next lease payment due on June 1, 2022; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute a Purchase Agreement on behalf of the City with the Bishop of Toledo, for the purchase of 34.833 acres of real property located at the Mills Creek Golf Course, Sandusky, substantially in the same form as contained in Exhibit "1", 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

PAGE 2 - ORDINANCE NO.

Director as not being adverse to the City and as being consistent with carrying out

the terms of this Ordinance.

Section 2. This City Commission approves of the termination of the Lease

Agreement, dated June 24, 1999, and filed and recorded on June 29, 1999, in the

Erie County Recorder's Office in RN 9910138.

Section 3. The City Manager and/or Finance Director are authorized and

directed to expend funds for the purchase of the portion of property identified in

the legal description included in the Purchase Agreement, located at the Mills

Creeks Golf Course, Sandusky, in the amount of Three Hundred Sixty Five Thousand

and 00/100 Dollars (\$365,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are

authorized and directed to take such other actions and measures as are incident to

and reasonably necessary to effect the purchase the Property, located at the Mills

Creeks Golf Course in Sandusky.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 6. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement" or "Purchase Agreement") is entered this	_
day of, 2022 ("Effective Date") by and between the City of Sandusky	
("Purchaser") and the Bishop of Toledo ("Seller").	

- 1. **Property**. The Purchaser agrees to purchase from the Seller and the Seller agrees to sell to the Purchaser, approximately 34.8833 acres of property located in the City of Sandusky, County of Erie and State of Ohio, and more fully described in the Lease Agreement and legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, including all land, buildings (if any), improvements and fixtures (the "Property").
- 2. **Purchase Price**. The Purchase Price for the Property shall be Three Hundred Sixty-Five Thousand Dollars (\$365,000.00) which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations and adjustments set forth in this Agreement; there is no earnest money for this agreement.
- 3. <u>Title Provider</u>. The title evidence and escrow shall be provided by Hartung Title in Sandusky, Ohio.
- 4. <u>Title</u>. An Owner's Fee Policy of Title Insurance in the amount of the Purchase Price shall be issued showing Seller or insuring Purchaser, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.
- 5. Conveyance. Seller shall deliver to Purchaser a General Warranty Deed (or appropriate alternative) conveying good and marketable title in the Property to Purchaser free and clear of all liens and encumbrances whatsoever except a) any mortgages, liens or encumbrances created by or assumed by Purchaser, b) reservations, easements, conditions and restrictions of record, c) zoning ordinances, d) legal highways, e) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable, and f) the following restrictive covenant; the Premises shall not be used as a facility providing abortion services or care or counseling which promotes or encourages abortions, or which counsels the consideration of abortion as an alternative to carrying a pregnancy through birth; or an office for an organization whose primary purpose is advocating abortion; or any form of adult entertainment establishment, including but not limited to an adult bookstore, adult theater, X-rated movie theater, topless bar, adult nightclub or similar establishment, or any public or private nuisance."
- 6. <u>Taxes, Assessments and Pro-rations</u>. Purchaser shall receive a real estate tax proration equal to the calculated tax rate for the parcel based on the current tax valuation (i.e. current tax valuation x commercial tax rate for specific tax district of the parcel x the percentage of the tax year completed). There will be no post-closing adjustment to the proration and the Purchaser shall be responsible for any shortage to the actual bill.

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	_ Purchaser		Seller
26617307.1			

7. <u>Closing</u>. This contract shall be closed, and all obligations of the parties shall be performed on or before 5:00 pm EST May 31<sup>st</sup>, 2022, or within 15 calendar days of Purchaser's satisfaction and acceptance of the Due Diligence Period as set forth in writing by Purchaser, or within 15 calendar days of Owner receiving all required canonical approvals for sale/alienation of the property, whichever may last occur. Closing may be extended upon the mutual written consent of both parties

#### 8. <u>Charges Paid through Escrow.</u>

- a. Including any other charges or fees set forth in this Agreement, Purchaser shall pay the following:
  - i. The cost of preparation and recording any mortgage placed on the Property by Purchaser and all costs and fees incidental thereto;
  - ii. The cost of recording the deed, any mortgage and all costs and fees incidental thereto;
  - iii. One half (½) the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - iv. One half (1/2) the cost of the escrow/closing fee.
  - v. Taxes and assessments due and payable on the date of transfer;
  - vi. After taxes and assessments have been prorated to the date of transfer, the amount of prorated taxes and assessments which are a lien, but not yet due and payable;
    - vii. The cost to secure the lot spilt documentation and approvals necessary for conveyance of the Property.
- b. Including any other charges or fees set forth in this Agreement, Seller shall pay for:
  - i. Any amount required to discharge any mortgage of record, lien or encumbrance not permitted by this Agreement;
  - ii. Any real estate transfer fee or conveyance;
  - iii. One half (½) the cost of insuring premiums of the Owner's Fee Policy of Title Insurance;
  - iv. One half (1/2) the cost of the escrow/closing fee.

#### 9. **Conditions Precedent to Closing.**

- a. The following shall be conditions precedent to the Closing:
  - i. Seller shall order a Preliminary Title Commitment, which shall include copies of all easements and restrictions of record, and the amount and terms of any special assessments and shall provide the Commitment to Purchaser within three (3) days of receipt.

Purchaser	Seller
26617307.1	

- ii. All currently issued governmental authorizations must remain in full force and effect as of the date of Closing.
- iii. Seller agrees, to the best of its knowledge, that all representations and warranties made by the Seller shall be true and correct when made and as of the date of Closing.

#### 10. <u>Seller representations and warranties</u>.

- a. To the best of its knowledge after reasonable inquiry, Seller represents and warrants the following:
  - i. Purchaser shall receive free and clear title to the Property by General Warranty Deed (or appropriate alternative) from the Seller and that existing mortgages, not assumed or assigned to Purchaser, on the Property will be satisfied no later than the date of Closing. In the event Seller is unable to convey such title to the Property, then Purchaser may terminate the Agreement and all monies paid or deposited by Purchaser shall be returned and all obligations under the Agreement shall terminate.
  - ii. All information delivered to Purchaser, including but not limited to leases, reports, contracts, agreements, prior appraisals, surveys, the absence of pending or threatened litigation and full disclosure of all other relevant information regarding the property provided is true and accurate.
  - iii. The persons or entities signing this Agreement and all Closing documents, including the Deed, have due authority to deliver title to the Property.
  - iv. The Seller shall continue compliance with all applicable zoning and use laws, rules and regulations.
  - v. That the Property shall be maintained substantially in its present condition until Closing.
  - vi. That Seller has no knowledge of any present or future improvements by a public authority, any part of the cost of which would or might be assessed against the Property, and Seller has no knowledge of any current or contemplated future assessments of any kind.
  - vii. That, except as to those improvements disclosed to Purchaser, no improvements have been or will be made to the Property within ninety (90) days of the date of Closing such that any person or entity is entitled to a mechanics' lien against the Property by reason of services rendered or materials furnished, or otherwise.
  - viii. That the Seller has no knowledge of any pending condemnation proceedings or overtly threatened condemnation proceedings which would affect all or any part of the Property.

_ Purchaser	Seller

- ix. That, to the best of Seller's knowledge, no litigation, legal proceeding or government proceedings or investigation of any kind is pending or has been overtly threatened which would adversely affect all or part of the Property or tenancies or Purchaser's title to the same, as herein contemplated, after Closing.
- b. In the event Seller breaches, any of the above representations or warranties prior to Closing, Purchaser may terminate this Purchase Agreement. In the event Seller, does not discover the breach until after this transaction has Closed, Seller may pursue other remedies at law.
- c. All representations and warranties of Seller shall survive Closing.
- 11. **Due Diligence Period.** As a condition precedent to Purchasers obligations under the Purchase Agreement, Purchaser shall have Forty Five (45) days from final execution of the Purchase Agreement to review and/or conduct (at Purchaser's expense) and be satisfied with all those tests, surveys, examinations, environmental assessments, soil tests, mold inspections and other studies which Purchaser may desire to conduct, and to review and/or obtain any and all documentation, including but not limited to (i) plans and specifications, (ii) acceptable site plan, (iii) acceptable traffic ingress, egress and curb cuts, (iv) proof of utility availability, (v) all applicable government approvals, licenses, permits, zoning modifications and such related notices, and (vi) review and acceptance of all existing or proposed Tenant leases (separately and collectively being the "Due Diligence Period"). Should Purchaser provide notice to Seller of its intention to terminate the Purchase Agreement for any reason, within the Purchaser's sole discretion, prior to the expiration of the Due Diligence Period, this Purchase Agreement is hereby terminated immediately.
- 12. **Possession**. Purchaser shall obtain possession to property at Closing.

#### 13. **Miscellaneous**.

- a. Time is of the essence of this contract.
- b. Each party hereto is responsible to pay its own respective attorney's fees, if any, incurred in this transaction.
- c. This Purchase Agreement shall be binding on the heirs, successors and assigns of the parties hereto.
- d. Any changes, modifications or amendments to this Agreement shall be in written form and shall be executed by both parties hereto.
- e. Neither Purchaser nor Seller is represented by nor obligated to pay any real estate broker for any services related to this transaction.

	-		
Purchaser		_	Seller
26617307.1			

- f. This Purchase Agreement shall be governed by the laws of the State of Ohio and jurisdiction over any matter arising under this Agreement shall be within Erie County, Ohio.
- g. Purchaser shall, at its expense, secure the lot split documentation and approvals necessary for the conveyance of the Property.
- h. Upon the conveyance of the Property from the Seller to the Purchaser, the lease between the Purchaser and Seller dated June 24, 1999 and attached hereto as Exhibit "A" (the "Lease), shall be terminated. Upon the termination of the Lease, Purchaser shall not be obligated to pay to Seller any additional rental fees, nor entitled to receive from Seller any refund of any rental fees previously paid by Purchaser to Seller, under the terms of the Lease. Seller agrees to suspend Purchaser's obligation to pay the scheduled rent under the Lease for 2022 pending successful Closing. Should the Purchase Agreement terminate, or should the parties fail to timely Close in accordance with Paragraph 7, Purchaser shall be obligated to pay the rent as scheduled, or within 5 days of such termination or failure to close, whichever occurs later.
- i. Any notice, request, demand, instruction or communication hereunder shall be in writing and shall be deemed to have been duly given (i) two (2) business days after deposit in registered or certified U.S. mail, postage fully prepaid, (ii) one (1) day after deposit with a recognized overnight delivery service such as Federal Express, or (iii) immediately upon email transmittal (provided that such email service is either replied to by the recipient or followed by service pursuant to (ii) above received by the recipient the next business day), addressed as follows:

To Seller:

To Purchaser: The City of Sandusky

240 Columbus Avenue Sandusky, OH 44870

Attn: Director of Community Development

With copies to: The City of Sandusky

240 Columbus Avenue Sandusky, OH 44870 Attn: Law Director

The addresses for the purpose of this paragraph may be changed by giving notice as provided as provided herein.

Notice shall also be deemed to have been given upon receipt of actual knowledge by any means of the information contained in said notice.

Purchaser	Seller

IN WITNESS WHEREOF, each of the parties hereto has signed this Agreement on the date shown below their respective signatures.

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Pu	rc	ha	sei	r
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By:

Eric Wobser, City Manager

Dated: \_\_\_\_\_\_,2022

Seller:

By:



Name, Title

Dated: \_\_\_\_\_\_, 2022

" Smith Believe

RN 9910138 Page 1 of 12 ERIE COUNTY OHIO RECORDER 12P JOHN W. SCHAEFFER 12P RECORDING FEE: 54.00 CTR Rec. Date 06/29/99 Time 11:31

#### LEASE

THIS INSTRUMENT OF LEASE WITNESSETH: That James R. Hoffman, Bishop of Toledo, c/o Sandusky Catholic Cemeteries, 2020 Sanford Street, Sandusky, Ohio 44870, the Lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the City of Sandusky, Ohio, a municipal corporation, c/o City Hall, 222 Meigs Street, Sandusky, Ohio 44870, the Lessee, does hereby grant, demise, let and lease unto the said Lessee, the following described premises, to-wit:

Being a parcel of land in the 3rd Ward of the City of Sandusky, Ohio, lying east of Sanford Street and north of Perkins Avenue and being more fully described as follows:

Beginning at a point in the east line of Sanford Street, said point being 33 feet from and at right angle to Station 10 plus 36.23 in the center line of a survey made by the Department of Highways, State of Ohio for the improvement of Sanford Street and Perkins Avenue, said point also being the point of curvature of a 4 degree curve having a radius of 1399.69 feet; thence in a southeasterly direction and running with and binding on the northeasterly line of a 66 foot street and running with a curve to the left a distance of 1234.66 feet to a point, said point being at right angles to and 33 feet from Station 23 plus 00 in the center line of the above mentioned survey, thence in a northeasterly direction a distance of 7 feet to a point, said point being at right angles to and 40 feet from Station 23 plus 00 in the center line of the above mentioned survey; thence continuing with a curve to the left and running with and binding on the northeasterly line of an 80 foot street a distance of 518 feet more or less, to a point in the property line between John A. Donovan, Bishop of Toledo, and Sandusky Y.M.C.A.; thence north 1 Deg. 19 Min. East and running with and binding on the property line between John A. Donovan, Bishop of Toledo, and Sandusky Y.M.C.A. a distance of 571.6 feet to a point; thence North 0 Deg. 42 Min. East and running with and binding on the property line between John A. Donovan, Bishop of Toledo, and City of Sandusky a distance of 1630.86 feet to a point; thence North 25 Deg. 06 Min. West and

MICROFILMED

running with and binding on the property line between John A. Donovan, Bishop of Toledo, and City of Sandusky a distance of 663.95 feet to a point in the southerly line of the Conrail Railroad right-of-way; thence North 79 Deg. 52 Min. West along the southerly right-of-way of Conrail Railroad a distance of 146.31 feet to a point in the southeasterly line of Tiffin Avenue; thence South 43 Deg. 39 Min. West along the southeasterly line of Tiffin Avenue a distance of 270.41 feet to a point; thence South 46 Deg. 21 Min. East a distance of 132 feet to a point; thence South 43 Min. 39 Sec. West a distance of 165 feet to a point; thence South 16 Deg. 43 Min. 24 Sec. East a distance of 807.92 feet to a point; thence South 27 Deg. 27 Min. West a distance of 257.41 feet to a point; thence South 67 Deg. 15 Min. 30 Sec. West a distance of 163.69 feet to a point; thence North 89 Deg. 18 Min. West a distance of 160 feet to a point; thence South 0 Deg. 42 Min. West a distance of 60 feet to a point; thence North 89 Deg. 18 Min. West a distance of 149.66 feet to a point in the east line of Sanford Street, said point also being a point on the aforementioned 4 degree curve; thence in a northwesterly direction along the east line of Sanford Street and along said curve a distance of 31.48 feet to the point of beginning and containing in all 37.94 acres more or less, but subject to all legal highways, it being the intention of the parties that this lease shall cover only those premises of lessor presently used by lessee for municipal golf course purposes.

Excepting from the above-described parcel of land the following described real estate:

Commencing at an iron pipe monument, found, at the intersection of the Southerly right of way line of Tiffin Avenue, so-called, with the Southerly right of way line of the Penn Central Railroad Right of Way; thence South 79 Deg. 58 Min. East, along the said Southerly right of way line of the Penn Central Railroad Right of Way, a distance of 146.31 feet to an iron pipe monument, found; thence South 25 Deg. 06 Min. East a distance of 331.16 feet to an iron pipe, said point being

the place of beginning; thence continuing South 25 Deg. 06 Min. East a distance of 332.79 feet to an iron pipe monument, found; thence South 0 Deg. 42 Min. West a distance of 115 feet to an iron pipe; thence South 75 Deg. 22 Min. West a distance of 229 feet to an iron pipe set in the East bank of Mills Creek, so-called; thence in a northerly direction, along the said East bank of Mills Creek and following the meanderings of said Mills Creek, a distance of approximately 491.66 feet to an iron pipe; thence North 64 Deg. 54 Min. East a distance of 144.75 feet to the place of beginning, containing 2.3994 acres, more or less, but subject to all legal highways, easements, restrictions and zoning regulations, if any.

Said parcel of land having been conveyed to the City of Sandusky by James Hoffman, Bishop of Toledo as recorded in Deed Volume 513.

Page 453.

And excepting a parcel of land more fully described as follows:

Commencing at an iron pipe monument found, at the intersection of the Southerly right of way line of Tiffin Avenue, so-called, with the Southerly right of way line of the Penn Central Railroad Right of Way; then South 43 Deg. 39 Min. West along the Southeasterly line of Tiffin Avenue a distance of 270.41 feet to a point; thence South 46 Deg. 21 Min. East a distance of 132 feet to a point; thence South 43 Deg. 39 Min. West a distance of 165 feet to a point, thence South 16 Deg. 43 Min. 24 Sec. East a distance of 807.92 feet to a point, said point being the place of beginning;

- 1. Thence South 13 Deg. 16 Min. 36 Sec. West a distance of 246.00 feet to an iron pin set;
- Thence South 57 Deg. 28 Min. 24 Sec. West a distance of 209.44 feet to an iron pin set:
- Thence North 89 Deg. 18 Min. 00 Sec. West a distance of 197.00 feet to an iron pin found;

- Thence North 0 Deg. 42 Min. 00 Sec. East a distance of 60.00 feet to an iron pin found;
- 5. Thence South 89 Deg. 19 Min. 00 Sec. East a distance of 160.00 feet to an iron pin found;
- 6. Thence North 67 Deg. 15 Min. 30 Sec. East a distance of 163.39 feet to an iron pin found;
- 7. Thence North 27 Deg. 27 Min.00 Sec. East a distance of 257.41 feet to the place of beginning, containing .6573 acres, more or less; but subject to all legal highways, easements, restrictions and zoning regulations, if any.

In the above description the course refers to a meridian assumed for the purpose of indicating angles only.

The description of the above exception to the original lease was prepared by Ben W. Buser, Jr., Registered Surveyor, as a result of a survey made by him in April, 1992.

The resulting area of land described for the terms of this lease is 34.8833 acres, more or less.

#### TERMS

- 1. To have and to hold the same with the appurtenances unto the said Lessee for and during the full term of twenty-five (25) years from the 1st day of June, 1999 until the 31st day of May, 2024.
- 2. The Lessee shall pay to the Lessor, in annual installments, in advance rental fees as follows:
  - A. 1st year the sum of \$10,000;
  - B. 2nd year the sum of \$20,400;
  - C. 3rd year the sum of \$20,910; and
  - D. 4th year through 25th year, for each year the prior year's rental fee plus 2.5%.

3. All rents shall be paid in lawful money of the United States on or before the 1st day of June to Sandusky Catholic Cemeteries, 2020 Sanford Street, Sandusky, Ohio 44870, or at such place in the City of Sandusky, Ohio as the Lessor may from time to time designate in writing, giving the Lessee thirty (30) days' notice of the change.

#### COVENANTS

The said Lessor and Lessee do hereby covenant and agree as follows:

- 1. That the Lessee will pay said rental fees at the times and place and in the manner aforesaid.
- 2. That the Lessee will pay all charges and bills for water, real estate taxes, and special assessments of every kind and description which may be assessed, charged or taxed against said premises during said term or any extension thereof growing out of the occupancy and use thereof by the Lessee. The Lessor will arrange to have the annual real estate tax bills forwarded to the Lessee by the Erie County Auditor. The Lessee agrees to be responsible for any penalty or interest assessed or due as the result of untimely payment of the real estate taxes.
- 3. That the Lessee will use and occupy said premises in a careful, safe, and proper manner, and will carefully control, guard, and protect all the plants, shrubbery, and trees now growing or hereafter planted thereon, and the Lessee will save Lessor harmless from all claims and demands in favor of any person, whether by way of damages or otherwise, in any way arising from the failure on the part of the Lessee to perform any condition hereof or from the use and/or occupancy of said leased premises by Lessee its agents, invitees, or licensees.
- 4. That the Lessees will not commit nor suffer any waste therein.
- 5. That the Lessee will not assign this lease nor underlet said premises or any part thereof without the written consent of the Lessor.

- 6. That the Lessee will use and occupy said premises exclusively as a public golf course, high school cross country course, or winter sports area, and will not use nor occupy said premises or permit the same to be used or occupied for any private business or enterprise. Any change in the use of the leased premises must be approved in writing by the Lessor.
- 7. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon said premises at all reasonable time to examine the condition of the same.
- 8. That the Lessee will surrender and deliver up said premises at the end of said term in as good condition as the same now are, or may be put to by said Lessee, except for reasonable wear and tear and unavoidable casualty or act of God.
- 9. That the Lessee will cut the grass, grade, water, and otherwise clean and keep said premises near and clean up to the improved part of the adjoining cemetery premises, including the creek and creek bottom, doing all things that might be reasonably desirable or necessary to have said premises, from a landscape point of view, blend into any improved part of adjoining cemetery premises.
- 10. That the Lessee will use every reasonable effort and means to prevent trespassing of any kind from the leased premises onto or description upon the adjoining improved cemetery premises or upon the adjoining improved cemetery premises by the Lessee's employees, agents, licensees, or invitees.
- 11. That the Lessee, in order to prevent possible trespassing on the adjoining improved cemetery premises, will erect proper and suitable warning signs throughout the leased premises adjoining the improved cemetery premises and adopt rules governing the use of such premises.
- 12. That if the Lessor shall deem it necessary to prevent trespassing on the improved cemetery premises abutting the leased premises, the Lessee at its sole expense shall erect and maintain a fence it deems suitable at its sole discretion to

prevent such trespassing.

- 13. That the Lessee will repair, replace, replant, or pay for any damage to plants, shrubs, or trees on the adjoining improved cemetery premises caused by, through, under, or growing out of the occupation by the Lessee of the leased premises.
- 14. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect the rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- 15. That every demand for rent, and promises to be performed by the Lessee which are a part of said rent, made after the same falls due shall have the same effect in law as if made on the day and at the time the same is due or to be performed.
- 16. That at any time during the term of this Lease, if the Lessor at its sole discretion determines it necessary to remove that area of the leased premises being occupied by the Lessee's #4 tee, fairway and green (same being an approximate 5 acre site) for future cemetery use, the Lessor shall give the Lessee two (2) years' advance written notice to vacate such area. To the extent possible, the configuration of such 5 acre area shall be mutually agreed upon and surveyed at the Lessor's expense and thereafter an appropriate addendum to this lease shall be executed and recorded.
- 17. That the Lessee, paying the rental fees and keeping and performing the covenants of this lease on the part of the Lessee to be kept and performed, shall peaceably and quietly hold, occupy and enjoy the leased premises during said term, without any let, hindrance, or molestation by said Lessor or any person or persons lawfully claiming under said Lessor.
- 18. That the Lessee may, at the end of the term or upon its vacation of the premises, remove any golf course equipment and/or fixtures it has erected on the leased premises as well as the greens; except that no such removal shall be contrary

### ERIE COUNTY OHIO RECORDER RN 9910138 Page 8 of 12

to the intention and provision of the above covenants, and the leased premises, after such removal, shall be restored to the condition contemplated by the terms of this lease.

IN WITNESS WHEREOF, the Lessor and Lessee have set their hands to duplicates hereof at Toledo, Ohio, on the 24 day of . 1999, and at Sandusky, Ohio, on the \_\_\_\_ day of \_\_\_\_, 1999, respectively.

In the presence of:

BISHOP OF TOLEDO - Lessor

Rita A Baur

James R. Hoffman

CITY OF SANDUSKY, OHIO - A

By Gerald Lechner
City Manager

STATE OF OHIO,

COUNTY OF LUCAS,

Before me, a Notary Public in and for said County and State, personally appeared James R. Hoffman, Bishop of Toledo, who acknowledged that he did sign the foregoing Lease and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Toledo, Ohio on the 24 day of

Notary Public, State of Ohio
Commission Expenses

Notary Public Jange larfor

STATE OF OHIO, 88 COUNTY OF ERIE,

Before me, a Notary Public in and for said County and State, personally appeared Gerald Lechner, City Manager of the City of Sandusky, duly authorized by Ordinance No. 99-184 who

## RN 9910138 Page 9 of 12

acknowledged that he did sign the foregoing Lease and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Sandusky, Ohio on the A9th day of June, 1999.

Approved as to form:

Donald C. Icsman

City of Sandusky Law Director

Prepared by:

William H. Smith, Jr. #0003964
SMITH & LEHRER CO., L.P.A.
308 West Adams Street

Sandusky, Ohio 44870 Phone: (419) 625-3672

AN ORDINANCE ATHORIZING THE CITY MANAGER OF THE CITY OF SANDUSKY, OHIO, TO ENTER INTO THE NEW GOLF COURSE LEASE BETWEEN THE SANDUSKY CATHOLIC CEMETERIES AND THE CITY OF SANDUSKY, SUBSTANTIALLY IN THE SAME FORM AS ATTACHED HERETO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE

WHEREAS, the City of Sandusky desires to approve the lease agreement between the Sandusky Catholic Cemeteries and the City of Sandusky, for the property currently utilized as Mills Creek Golf Course; and

WHEREAS, the City Commission of the City of Sandusky, Ohio, recognizes and adopts the use of negotiation as an acceptable procedure for the lease of real property owned by the Sandusky Catholic Cemeteries; and

WHEREAS, it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health and safety of Sandusky, Ohio, and to provide for the daily operations of municipal departments, the City Commission finds that an emergency exists in regard to the same and that it is advisable to declare this Ordinance to be an emergency measure and to take effect immediately upon its adoption, NOW THEREFORE

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

Section 1. That the City Commission of the City of Sandusky, Ohio, hereby approves the lease with the Sandusky Catholic Cemeteries for the property currently utilized as Mills Creek Golf Course in accordance with the terms and conditions substantially in the same form as attached hereto;

Section 2. That negotiation is hereby recognized and adopted as an acceptable procedure for the lease of real property owned by the Sandusky Catholic Cemeteries:

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. That it is found and determined that all formal actions of the City Commission of the City of Sandusky concerning and relating to the adoption of this Ordinance were taken in an open meeting of the City Commission of the City of Sandusky and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

LKBØY J. SILVANI

TTEST: Crace (1)

B. JOYCE BROWN/ CLERK OF THE CITY COMMISSION

Passed: June 14, 1999

EXHIBIT "A"

## CERTIFICATION PRINCE PAGE 12 of 12

	I, B. Joyce I	3rown, the c	duly appoin	ted, qualified	Clerk of the	City Comm	ission of
the	City of Sandus	ky, Ohio, do	hereby ce	rtify that I ha	ve compared	the foregoi	ing copy
of (	City of Sandus Ordinance No	99-184	with the original	ginal of said	Ordinance on	file in my o	ffice and
	t the same is a						
by	the City Commi	ission of sai	d City at the	eir meeting o	duly held on th	ne 14th	day
of .	June		, 1999.	0.50	10752 53		
UI.	- June		, 1999.		2		

June Dated this 17th day of \_\_\_\_

B. Joyce Brown Clerk of the City Commission City of Sandusky, Ohio

## EXHIBIT "A"



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

**To:** Eric Wobser, City Manager

**From:** Nicole Grohe, Community Development Administrator

Date: March 1st, 2022

Subject: Commission Agenda Item – Community Development Block Grant (CDBG)

FY20 Substantial Amendment

<u>ITEM FOR CONSIDERATION:</u> Ordinance amending Ordinance No. 22-003 and authorizing a Substantial Amendment to the Community Development Block Grant (CDBG) FY20 Annual Action Plan.

#### **BACKGROUND INFORMATION:**

This Substantial Amendment replaces the Substantial Amendment approved by Ordinance No. 22-003. Subsequent to submitting the amended One-Year Action Plan, the City was notified by HUD the program year was incorrect and therefore the City needed to repeat the process and resubmit an amended One-Year Action Plan for the FY2020 Program.

The City's current Annual Action Plan reflects approved activities and an associated budget for the grant year running from July 1, 2020 through June 30, 2021.

The following is the proposed amendment:	Previously Approved	<u>Proposed</u>
Small Business Assistance Program	\$150,000	\$0
Rental and Mortgage Subsistence Payment Program	\$0	\$150,000

It is proposed that the FY 20 Community Development Block Grant Program (CDBG) COVID (CV) Small Business Assistance Grant Program be amended to a Rental and Mortgage Subsistence Payment Program. The purpose of this change is to assist residents who are in need and are facing homelessness. Many local businesses have previously received funding, or have been offered the opportunity to apply through the city for COVID relief funds, which assistance to local residents has been limited. Under the proposed program, those who qualify could receive up to three (3) months of rent and/or mortgage assistance. The applicant must show that they live within the limits of the City of Sandusky and are facing homelessness due to COVID. As part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on February 1, 2022 to review the proposed amendment to the Action Plan.

A third-party will receive 10% of the \$150,000 to support their administration of the program; the remaining funds will be directed to eligible residents. It is estimated that approximately 100-150 persons

would be assisted by the program and that funding would be spent within six months from the program's kickoff. This program would help those in need within the city and begin in 2022. Approval to enter into an agreement with the Community Action Commission of Erie, Huron and Richland Counties Inc.to administer and implement the Rental and Mortgage Subsistence payment Program is being requested in companion legislation.

**BUDGETARY INFORMATION:**. There are no funds required to implement this amendment as all funds are currently allocated to the City through the existing and past CDBG grants.

ACTION REQUESTED: It requested that proper legislation be prepared to approve the Substantial Amendment to the FY20 CDBG Annual Action Plan and that the City Manager be authorized to submit the amendment to HUD. It is further requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the amendment for approval and allow for timely expenditure of the funds once approved by HUD.

 Nicole Grohe		
Community Development Programs Admi	nistrator	
community bevelopment rogiums/turns		
I concur with this recommendation:		
Jonathan Holody	Eric Wobser	
Community Development Director	City Manager	

cc:

Brendan Heil, Law Director Michelle Reeder, Finance Director Cathy Myers, Clerk of City Commission

<b>ORDINANCE NO.</b>	1

AN ORDINANCE AMENDING ORDINANCE NO. 22-003, PASSED ON JANUARY 10, 2022; APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S FY 2020 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR OF JULY 1, 2020 THROUGH JUNE 30, 2021, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT THE AMENDED ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Coronavirus Aid, Relief and Economic Security Act (CARES Act) made supplemental CDBG funding available for grants to prevent, prepare for, and respond to the coronavirus and provided CDBG grantees with flexibilities that make it easier to use the Community Development Block Grant - Coronavirus (CDBG-CV) grant and FY 2019 and FY 2020 CDBG grants for coronavirus response; and

WHEREAS, in order to reflect the additional funds the City received, the City Commission approved an amendment to the City's Five-Year Consolidated Plan for the Community Development Block Grant Program from July 1, 2019, through June 30, 2024, and authorized the City Manager to accept an Entitlement Grant in the amount of \$1,180,724.00 total Community Development Block Grant (CDBG) funds for the program year of July 1, 2020, through June 30, 2021, and to submit a FY 2020 One-Year Action Plan by Ordinance Nos. 20-084, and 20-085, passed on May 26, 2020; and

WHEREAS, this City Commission approved a substantial amendment to the City's FY 2021 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2021 through June 30, 2022, allocating \$150,000.00 in funds for the proposed Rental and Mortgage Subsistence Payment Program in place of funding the Small Business Assistance Program, by Ordinance No. 22-003, passed on January 10, 2022; and

WHEREAS, subsequent to submitting the amended One-Year Action Plan, the City was notified by HUD the program year was incorrect and the City needed to repeat the process and resubmit an amended One-year Action Plan for the FY2020 Program; and

**WHEREAS**, the City's current FY 2020 One-Year Action Plan reflects approved activities and an associated budget for the 2020 Program Year and this Substantial Amendment includes the following proposed changes to this Plan:

	Previously Approved	<u>Proposed</u>
Small Business Assistance Program	\$150,000.00	\$0
Rental & Mortgage Subsistence	\$0	\$150,000.00
Payment Program		

WHEREAS, the Rental & Mortgage Subsistence Payment Program will provide up to three (3) months of rent and/or mortgage to qualifying residents facing homelessness due to COVID and the program will be administered by a third-party selected through a Request for Proposals (RFP) process; and

WHEREAS, approval to enter into a Subrecipient Agreement with the Community Action Commission of Erie, Huron and Richland Counties Inc., for the administration and implementation of the Rental and Mortgage Subsistence payment Program is being requested in companion legislation; and

**WHEREAS**, as part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on February 1, 2022, to review the proposed amendment and a public hearing was held by this City Commission at their March 14, 2022, regularly scheduled meeting; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the substantial amendment for approval and allow for timely expenditure of the funds once approved by HUD; 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. 22-003, passed on January 10, 2022, and authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a Substantial Amendment for the **FY 2020 One-Year Action Plan** for the Community Development Block Grant Program Year of July 1, 2020, through June 30, 2021, and to execute any required certifications and agreements and to administer program expenditures consistent with the Amended FY 2020 One-Year Action Plan.

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.

### PAGE 3 - ORDINANCE NO.\_\_\_\_\_

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

### PLANNING DEPARTMENT



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

**To:** Eric Wobser, City Manager

**From:** Nicole Grohe, Community Development Program Administrator

Date: March 1st, 2022

**Subject:** Commission Agenda Item – Community Development Block Grant (CDBG)

<u>ITEM FOR CONSIDERATION:</u> Approval to enter into a Subrecipient Agreement with the Community Action Commission of Erie, Huron and Richland Counties Inc. (CAC) for the administration and implementation of the Rental and Mortgage Subsistence Payment Program for a period from March 15, 2022, through June 15, 2023.

**BACKGROUND INFORMATION:** A Request for Qualifications (RFQ) was issued on January 5th, 2022, soliciting firms to submit a qualification package to undertake the CDBG Hosing Subsistence program, with only one qualification package being received on the response due date of January 14th, 2022, from Community Action Commission of Erie, Huron & Richland Counties, Inc. (CAC). A review committee consisting of City staff did a full evaluation of the qualification package, ultimately recommending CAC as they are qualified to complete this work based upon their experience and professional expertise to complete the tasks.

<u>BUDGETARY INFORMATION:</u> The Community Action Commission of Erie, Huron, and Richland Counties Inc. will receive 10% of the \$150,000, totaling \$15,000 to support their administration of the program; the remaining funds will be directed to eligible residents. These funds will be expended from the FY2020 Community Development Block Grant (CDBG-CV) Fund.

### **ACTION REQUESTED:**

It is requested that the proper legislation be approved to permit the City Manager to enter into contract with the Community Action Commission of Erie, Huron, and Richland Counties Inc. and that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the agreement and allow CAC to begin implementation of the program and provide funding to eligible residents as the earliest opportunity.

Nicole Grohe

Community Development Program Administrator

I concur with this recommendation:		
Laurethau Haladi.	File Webser	
Jonathan Holody	Eric Wobser	
Community Development Director	City Manager	
cc:		
Brendan Heil, Law Director		
Michelle Reeder, Finance Director		
Cathy Myers, Clerk of City Commission		

### **CERTIFICATE OF FUNDS**

In the Matter of: CDBG CV FY20 –Rental and Mortgage Subsistence Program Administration

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

1

**Finance Director** 

Michelle Reeder

Dated: 1/19/2022

<b>ORDINANCE NO.</b>	•

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE COMMUNITY ACTION COMMISSION OF ERIE, HURON AND RICHLAND COUNTIES INC., FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE RENTAL AND MORTGAGE SUBSISTENCE PAYMENT PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$150,000.00 FROM THE FY2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Community Action Commission of Erie, Huron And Richland Counties Inc. \$150,000.00 for the Rental and Mortgage Subsistence Payment Program in which the Community Action Commission of Erie, Huron And Richland Counties Inc. will receive \$15,000.00 (10%) for administration of the program and the remaining \$135,000.00 (90%) will be provided to eligible residents for up to three (3) months of assistance under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute Subrecipient Agreement and allow the Community Action Commission of Erie, Huron And Richland Counties Inc. to begin implementation of the program and provide funding to eligible residents as the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Community Action Commission of Erie, Huron And Richland Counties Inc. for the administration and implementation of the Rental and Mortgage Subsistence Payment Program, for the period of March 15, 2022, through June 15, 2023, which provides assistance to eligible residents in Sandusky, a copy of which is marked Exhibit "A" and is attached

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

to this Ordinance and is specifically incorporated as if fully rewritten herein,

together with such revisions or additions thereto as are approved by the Law

Director as not being substantially adverse to the City and as being consistent with

the purpose thereof as set forth in the preamble hereto and authorizes and directs

the City Manager and/or Finance Director to expend funds in an amount not to

exceed One Hundred Fifty Thousand 00/100 Dollars (\$150,000.00) from the FY2020

Community Development Block Grant (CDBG-CV) Funds to the Community Action

Commission of Erie, Huron And Richland Counties Inc.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

# City of Sandusky Department of Community Development Public Services Subrecipient Agreement

This agreement entered into as of \_\_\_\_\_\_\_, 2022, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and the Community Action Commission of Erie, Huron and Richland Counties Inc., (hereinafter referred to as "Subrecipient"), located at 908 Seavers Way Avenue Sandusky, Ohio 44870.

#### WITNESSETH THAT:

WHEREAS, pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and received a Community Development Block Grant (CDBG) for certain community development activities; and

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the CDBG CV Rental and Mortgage Subsistence Payment Program;

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity:

NOW, THEREFORE, the parties do hereby agree as follows;

### 1. Responsibility for Grant Administration

The City, acting through the Department of Community Development, is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of Subrecipients or Contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under Subrecipient Agreements and procurement contracts and for taking appropriate action when performance problems arise.

### 2. Other Program Requirements

This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations as further described in ATTACHMENT II – Certifications and Other Regulations, which is attached hereto and made a part thereof, as if fully rewritten, except that:

- a. The Subrecipient does not assume the City's environmental responsibilities; and
- b. The Subrecipient does not assume the City's responsibility for initiating the governmental review process under Executive Order 12372.

### 3. Scope of Services

The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the aforementioned activity as described in ATTACHMENT I Statement of Work, which is attached hereto and made a part thereof as if fully rewritten.

The Section 3 Act of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that the Subrecipient certifies that the community development project provided for herein gives to the greatest extent feasible, priority to activities that benefit low-or moderate-income families or aids in the prevention or elimination of slums or blight.

#### 4. Time of Performance

This AGREEMENT shall take effect as of March 15, 2022 THROUGH AND INCLUDING June 15, 2023. All invoices for reimbursement shall be submitted by June 15, 2023 to be considered for payment.

### 5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of one-hundred-fifty-thousand dollars and no cents (\$150,000.00) of which \$15,000 may be used for administrative costs of managing the problem while the remaining \$135,000 will be used to provide rental and mortgage assistance to eligible recipients in accordance with the attached Scope of Services.

### 6. Ineligible Use of Funds

Funds are not authorized for employee food, beverages, entertainment and/or lobbying expenses.

### 7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars\_a110/) and A-122 (www.whitehouse.gov/omb/circulars\_a122\_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 15, 2023.** 

### 8. Project Progress Reporting

- (a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.
- (b) The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.

#### 9. Program Income

All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in OMB Circular A-110. Program income shall be retained by the Subrecipient during the project period and reported to the City with each draw request. The amount of the program income reported shall be deducted by the City for the calculations of the reimbursement. Any program income remaining in the possession of the Subrecipient, at the end of the program year, shall be returned to the City.

### 10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$15,000.00 is either:

- used to meet one of the three National Objectives of the CDBG Program until five (5)
  years after expiration of the AGREEMENT, or such longer period of time as
  determined appropriate by the City; or
- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

### 11. Subcontracting

None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the City.

#### 12. Compliance with Regulations

The Subrecipient will comply with the applicable uniform administrative requirements as described in ATTACHMENT II – Certifications and Other Regulations, which are attached hereto and made a part hereof as if fully rewritten. In addition, <u>Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems</u> (<u>www.Hud.gov</u>), is a component of supplemental program compliance regulations and are made a part hereof as if fully rewritten.

### 13. Faith-Based Organization

Where applicable, faith-based organizations may not use CDBG funds to support inherently religious activities such as worship or religious instruction. All eligible program beneficiaries must be served without regard to religion.

#### 14. Proof of Status

The Subrecipient must submit upon signature of contract the following items: 1) Proof of 501(c)(3) status, 2) General Liability Insurance, 3) Directors and Officers Liability Insurance, 4) Current Form 990 or most recent audit, 5) annual budget and 6) DUNS number.

#### 15. Liaison

The Program Coordinator is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

#### 16. Indemnification

- (a) The Subrecipient waives any and all claims and recourse against the City including the right of contribution, for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Subrecipient's performance under this Contract.
- (b) Further, the Subrecipient will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses, or liability arising out of the Subrecipient's performance of this Contract. In the event that the City is named as a codefendant in any action relating to activities to be performed by the Subrecipient under this Contract, the Subrecipient will notify the City of the action and will represent the City in the action unless the City undertakes to represent itself as a codefendant, in which case the City will bear its own litigation costs, expenses, and attorneys' fees.

### 17. Maintenance and Availability of Records

In connection with the AGREEMENT, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials and any evidence pertaining to costs incurred for five (5) years. Subrecipients may follow their own practices as long as they provide for retention for five (5) years and access for audit and public examination. If any litigation, claim or audit is started, the records shall be retained beyond five (5) years.

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any

authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

#### 18. Contract Amendment

- (a) Changes in the contract may be requested by either the City or the Subrecipient and shall be incorporated in written amendments to the AGREEMENT.
- (b) However, the City will allow an amendment by the Subrecipient only if the Subrecipient clearly demonstrates that the modification is justified and will enhance the overall impact of the original project. The City will consider each request to determine whether the modification is substantial enough to necessitate reevaluating the AGREEMENT.
- (c) If the City determines that the proposed amendment represents a budgetary item of 30% or more and/or a change within the programmatic/service scope of the plan, the City will enact a public comment period of thirty (30) days and a public hearing convened at a location convenient and accessible to citizens for final approval.
- (d) If the City determines that the proposed amendment represents a budgetary item change of less than 30% which does not change the programmatic / service scope of the plan, the Community Development Manager will have the authority to approve or deny the proposed amendment to the AGREEMENT.

### 19. Termination and Suspension

The City may terminate this AGREEMENT as follows:



- a. Termination Due to Noncompliance with Agreement Terms. If the City determines that the Subrecipient has failed to comply with the general terms and conditions of this AGREEMENT, the project schedule, or any special conditions, and if upon notification of the defect the Subrecipient does not remedy the deficiency within a reasonable period to be specified in the notice, the City may terminate this Agreement in whole or in part at any time before the date of completion, or temporarily withholding cash payments pending correction of the deficiency; disallow all or part of the cost of the activity and/or action not in compliance; withhold further awards; and/or take other remedies that may be legally available.
- b. The City will promptly notify the Subrecipient in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination; or
- Violates any provision of the Housing and Community Development Act of 1974 & 1977, as amended; or
- Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of the AGREEMENT; or
- e. Termination and Modification Due to Loss of Funding. If, for any reason, the federal financial resources required by the City to fund the Subrecipient's project are withdrawn from the City, the City may unilaterally terminate or modify the terms of this Contract to reflect the loss of funding. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Subrecipient for eligible work elements the Subrecipient has completed and for actual, necessary and eligible expenses incurred by the Subrecipient as of the revised termination date. The City will give the Subrecipient written notice of the

effective date of the modification or termination of this AGREEMENT and, if a reduction in funding is required, will provide the Subrecipient with a modified project budget.

f. Effect of Termination. In the event of termination due to the Subrecipient's failure to comply with the terms of this AGREEMENT, any costs incurred will be the responsibility of the Subrecipient. However, at its discretion, the City may approve requests by the Subrecipient for reimbursement of expenses incurred. The City's decision to authorize payment of these costs or to recover expended CDBG funds will be based on a consideration of the Subrecipient's extent to which the expenditure of those funds represented a good faith effort of the to comply with the terms of this AGREEMENT and on whether any failure to comply with the terms of this AGREEMENT was the result of circumstances beyond the Subrecipient's control.

#### 20. Audit

Finance Director

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133\_compliance\_supplement\_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars)a110/) must be followed.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this AGREEMENT as of the date first above written.

City of Sandusky	Subrecipient
Eric Wobser City Manager	Community Action Commission of Erie, Huron and Richland Counties Inc.
Date	Date
Brendan Heil Law Director	
Date	<del></del>
	,000.00 being the amount needed to meet the obligations of the assury to the credit of an appropriate fund duly appropriated for such
ACCOUNT NUMBER:FUNDS AVAILABLE: \$	
Michelle Reeder	<del></del>

Date

### ATTACHMENT I STATEMENT OF WORK

SCOPE OF SERVICES
PROGRAM BUDGET
CDBG SUPPORTING DOCUMENTATION
CLOSEOUT PROCEDURES

# EXHIBIT "A"

### ATTACHMENT I STATEMENT OF WORK

### **SCOPE OF SERVICES**

The Scope of Services provides the foundation for grantee monitoring of the Subrecipient performance in accomplishing planned objectives.

The Community Action Commission of Erie, Huron and Richland Counties Inc. (CAC) will administer the Rental and Mortgage Subsistence Program for eligible citizens of the City of Sandusky for up to three months of assistance. The CAC will process and collect the required records to stay in compliance with federal guidelines and provide administrative support until \$135,000 in rental and mortgage assistant funds are exhausted.

The scope of services outlined above and in the Community Action Commission of Erie, Huron and Richland Counties Inc.'s application have been approved.

Program Year Quarter	Projected Outcome of Individuals Serviced
1	25
2	25
<b>— X3</b> — <b>—</b>	25
4	25

### ATTACHMENT I STATEMENT OF WORK

### **PROGRAM BUDGET**

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Administrative Services	\$15,000	\$0	\$15,000
Rental and Mortgage Subsistence Payment Funds	\$135,000	\$0	\$135,000
Supplies/ Equipment	\$0	\$0	\$0
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$150,000	\$0	\$150,000
EXI	HIB	"/	4"

CDBG % of Total Budget: 100%

### ATTACHMENT I STATEMENT OF WORK

### CDBG SUPPORTING DOCUMENTATION FORMS

CDBG supporting documentation must also be submitted with the Progress Project Reports and the Closeout Project Report in order for the Subrecipient to be reimbursed for authorized expenditures. The supporting documentation forms include, but are not limited to the following:

### To Be Submitted:

Payroll documentation for employees administering the project Time Distribution Records Receipts for supplies and expenditures Copies of promotional materials, etc.

### ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

- All costs to be paid with CDBG funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs.
- The work to be financed with CDBG has been completed, including activities financed through escrow accounts, loan guarantees, or similar mechanisms.
- The other responsibilities of the Subrecipient under its agreement with the grantee have been met, or the grantee feels that there is no further benefit in keeping the Agreement open for the purpose of securing performance.

When the City has determined that these criteria have been met, or upon the expiration or termination of the Subrecipient Agreement, the City requires the Subrecipient to provide within 45 days the final versions of all financial, performance, and other reports that were a condition of the award. The City requires the Subrecipient to liquidate all obligations incurred under the CDBG award before the submission of the final financial status report. These reports may include but are not limited to:

- A final performance or progress report.
- A financial status report (including all program income, if applicable).
- A final inventory of property in the Subrecipient's possession that was acquired or improved with CDBG funds, if applicable.
- The amount of any unused CDBG funds.
- Other provisions appropriate to any special circumstances.

### **Continuing Subrecipient Responsibilities**

As specified in 24 CFR 84.72 and 85.51, the closeout of a CDBG award to a Subrecipient does not affect:

- The grantee's right to disallow costs and/or recover funds on the basis of a later audit or other review.
- The Subrecipient's obligation to return funds due to the grantee from subsequent refunds, corrections, or other transactions.
- The Subrecipient's responsibilities for records retention.
- The CDBG property management and disposition requirements.
- Audit requirements.



CONFLICT OF INTEREST
EQUAL OPPORTUNITY
DRUG-FREE WORKPLACE
CERTIFICATION REGARDING LOBBYING
ASSURANCES – NON-CONSTRUCTION PROGRAMS

## EXHIBIT "A"

### CERTIFICATION CONFLICT OF INTEREST

Please read the following Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611 and indicate your acceptance on the proceeding signature page.

### (a) Applicability.

- (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).
- (b) <u>Conflicts prohibited</u>. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- (c) <u>Persons covered</u>. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.
- (d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
  - (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
    - (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
    - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
  - (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
    - (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

I have read the attached Conflict of Interest Statements excerpted from the Code of Federal Regulations at 24 CFR 570.611, and I agree to abide by the principles embodied therein.

Community Action Commission of Erie, Huron		
and Richland Counties Inc.	Date	



### CERTIFICATION EQUAL OPPORTUNITY

The provider agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964 that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement.
- b. Section 109 of the Housing and Community Development Acts of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24CFR Part 570.601) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds.

Community Action Commission of Erie, Huron and Richland Counties Inc.

### CERTIFICATION DRUG-FREE WORKPLACE

The applicant certifies it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
  - 1. the dangers of drug abuse in the workplace;
  - 2. the grantee's policy of maintaining a drug-free workplace;
  - 3. any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a;
- d. Notifying the employee in the statement required by paragraph a., as a condition of employment under the grant, the employee will;
  - 1. abide by the terms of the statement; and
  - 2. Inotify the employer of any criminal drug statute conviction for the violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying HUD within ten (10) days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
  - taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement or other appropriate agency:
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f) above.

Community Action Commission of Erie, Huron and Richland Counties Inc.	Date	

### CERTIFICATION LOBBYING

### Certification for Contracts, Grants, Loans and Cooperative Agreements:

The undersigned certifies to the best of his knowledge and belief that:

- 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 any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with 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, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2. 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, 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 \$15,000 and not more than \$100,000 for each failure.

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Community Action Commission of Erie, Huron and Richland Counties Inc.	D	Pate

### CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- (1) Has the legal authority to apply for Federal Assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organization conflict of interest, or personal gain.
- (4) Will initiate and complete the work within the time frame after receipt of approval of the awarding agency.
- (5) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 48-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 CFR 900 subpart F).
- Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (6)(a) Title VI of the Civil Rights Act of 1964(PL 88-352) which prohibits discrimination on the basis of race, color or national origin: (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex: c Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975), as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relative to nondiscrimination on the basis of drug abuse: (f) the Comprehensive Alcohol Abuse and Alcoholism Preventing, Treatment and Rehabilitation Act of 1972 (P.L. 091-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism: (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records: (h) Title VII of the Civil Rights Act of 1968 (52 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing: (I) any other nondiscrimination provisions in the specific statures under which applications for Federal assistance is being made: (j) the requirements of any other nondiscrimination statues which may apply to the application.
- (7) Will comply, or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for a fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired to projected purposes regardless of Federal participation in purchases.
- (8) Will comply, as applicable with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction subagreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear AirO implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Nonprofit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Community Action Commission of Erie, Huron	<del>-</del>	
and Richland Counties Inc.	Date	

### **DEPARTMENT OF PUBLIC WORKS**



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

To: Eric Wobser, City Manager

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

Date: March 4, 2022

Subject: Commission Agenda Item – Award the 2022 Sewer Lining Project to United Survey, Inc.

of Oakwood Village, Ohio

<u>ITEM FOR CONSIDERATION:</u> Legislation awarding a contract to United Survey, Inc. of Oakwood Village, Ohio for the 2022 Sewer Lining Project.

**BACKGROUND INFORMATION:** With the approval of City Commission at the February 14, 2022, meeting, Resolution 013-22R, City staff began soliciting for bids on Thursday, February 17, 2022. The project consists of sewer "slip" lining of 7,578 linear feet of various sizes of sewer lines on W. Monroe, 44<sup>th</sup>, 48<sup>th</sup>, Judy Ln, Ashburn Dr., Dixon Dr., Hancock St., Franklin St., Caldwell St., Shelby Street and Jackson St. Extension.

The City has used Cure-In-Place Piping (CIPP) previously as a rehabilitation for pipes where staff has spent excessive amounts of time jetting and root cutting due to the condition of the pipe. These pipe segments have also proven to take on extraordinary infiltration (ground water) from the ground around them, thereby transporting additional "clear water" to the Waste Water treatment plant to be processed needlessly.

Bids were due to the City no later than Friday, March 4, 2022, of which a total of three (3) bids were received;

United Survey, Inc.	\$316,615.00	Instuform Technologies, USA	\$336,633.80
Oakwood Village, OH	100% Bid Bond	Chesterfield, MO	100% Bid Bond

Insight Pipe Contracting \$318,320.00 Harmony, PA 100% Bid Bond

The engineer's estimate for the base bid was \$349,775.00, with United Survey, Inc. being the lowest and best bidder.

**BUDGETARY INFORMATION**: The total construction cost for the project shall not exceed \$316,615 and shall be paid with Sewer Funds.

<u>ACTION REQUESTED</u>: It is requested that legislation be approved awarding a contract to United Survey, Inc. of Oakwood Village, Ohio for the 2022 Sewer Lining project in an amount not to exceed \$316,615 and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the contractor to begin work to meet the July 4, 2022, project completion date.

I concur with this recommendation:	
Eric Wobser	
City Manager	

cc: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

### **CERTIFICATE OF FUNDS**

In the Matter of: Sewer Lining Project

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 #613-5446-55525

Rv:

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE</b>	NO.		

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNITED SURVEY, INC., OF OAKWOOD VILLAGE, OHIO, FOR THE 2022 SEWER LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the proposed 2022 Sewer Lining Project involves the "slip" lining of 7,578 linear feet of various sizes of sewer lines on W. Monroe Street, 44<sup>th</sup> Street, 48<sup>th</sup> Street, Judy Lane, Ashburn Drive, Dixon Drive, Hancock Street, Franklin Street, Caldwell Street, Shelby Street and Jackson Street Extension; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the 2022 Sewer Lining Project by Resolution No. 013-22R, passed on February 14, 2022; and

**WHEREAS**, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from United Survey, Inc., of Oakwood Village, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project is \$316,615.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to begin work and completed the project by the completion deadline of July 4, 2022; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with United Survey, Inc., of Oakwood Village, Ohio, for the 2022 Sewer Lining Project in an amount **not to exceed** Three Hundred Sixteen Thousand Six Hundred Fifteen and 00/100 Dollars (\$316,615.00) consistent with the bid submitted by United Survey, Inc., of Oakwood Village, 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 PAGE 2 - ORDINANCE NO. \_\_\_\_\_

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS

**CLERK OF THE CITY COMMISSION** 

Passed: March 14, 2022

### **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: March 2, 2022

Subject: Commission Agenda Item – Miscellaneous Purchases from Core & Main, LP

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing purchases of miscellaneous materials from Core & Main, LP, of Ashland, Ohio, for improvements and repairs to water service infrastructure.

BACKGROUND INFORMATION: Each year, water services staff purchases a variety of steel products for water line improvements and repairs such as valves, pipes, bends, meters and hydrants. Core & Main, LP is the current local distributor of parts for steel water systems and Sensus water meters, and their customer service has proven to be quite exceptional. On several occasions, the sales representative has personally delivered materials to a job site, including in the middle of the night, to expedite repairs if city crews could not leave the main break or when the branch warehouse, located in Ashland, Ohio is closed. One reason for this is because they stock most of Sandusky's common items, acting as a supplemental warehouse for the City, so additional materials don't have to be stored at Water Distribution. In addition, they also stock Cedar Point and Erie County items so availability of non-typical items is also very good. All materials are lead-free, and many are American-made.

Due to prices, some of which individually exceed \$10,000, purchasing materials for a specific repair or inhouse project often exceeds the restrictive limit in the charter. Crews would have to make additional trips, or the City would have to hire a consultant to prepare a design and bid documents, or crews would have to store materials onsite in case they may need to perform improvements and repairs at some point in the future. These processes are very inefficient and often more costly.

Water crews have been actively changing out full routes of water meters based on which routes take the most time to walk since the new meters can be read from their vehicle. New meters improve accuracy of readings since many of the current meters are past their useful life. As they age, the moving parts inside the meters slow down and read lower and lower. Therefore, the higher the consumption, the more revenue is lost to the City. Accurate readings mean that we will be billing consumers for exactly what they are using.

The goal is to eventually get to a time when field crews can read the entire City in a few hours per month rather than taking almost the entire month to do so. All labor will be performed in-house and supplemented with seasonal staff. All meters are being spatially located within the GIS system. Currently, it takes eighteen (18) total hours to read the three (3) routes selected for 2022. These routes cover everything South of the tracks to Perkins Avenue, and from Columbus Avenue to Pennsylvania Avenue. Driving would free up at least eleven (11) hours per month that could be used for other projects directly related to infrastructure improvements. The total cost to completely replace these routes, totaling 1,237 meters, is approximately \$492,155.99.

Please refer to the attached maps for work planned in 2022 and work already completed to date.

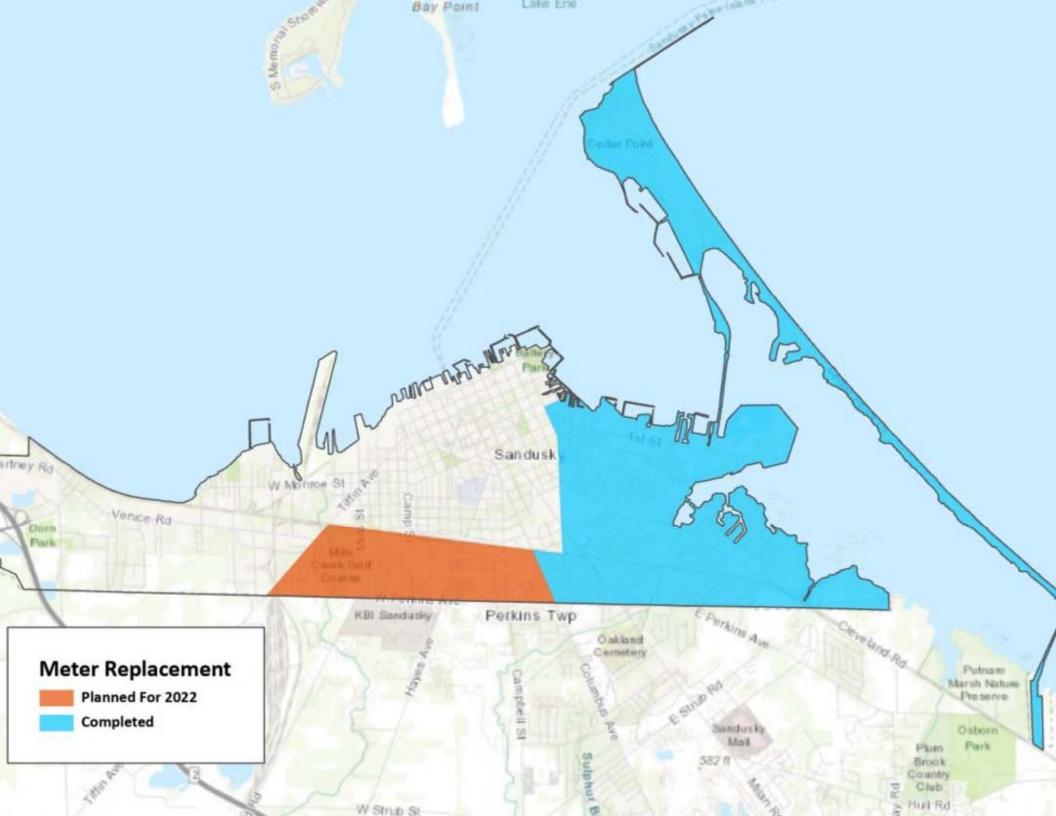
**BUDGETARY INFORMATION:** The budgeted cost for Core & Main, LP, as approved in the operating budget is \$800,000. This year's allocation for hydrants, valves, and miscellaneous materials (\$200,000) and meters

(\$600,000 – split evenly with sewer maintenance) will be paid with Water Funds in the amount of \$500,000 and Sewer Funds in the amount of \$300,000. Purchases exceeding this amount from Core & Main, LP would require approval from City Commission.

<u>ACTION REQUESTED:</u> It is recommended that the purchase of materials from Core & Main, LP for use within the water distribution system be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter which will allow crews to purchase materials and parts as needed for repairs and replacement throughout the year.

I cond	cur with this recommendation:	
Eric V	Vobser	
City N	Aanager	
cc.	C Myers Commission Clerk: M. Reeder, Finance Director: B. Heil, Law Director	





### **CERTIFICATE OF FUNDS**

In the Matter of: Core & Main Material & Equipment

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

Account # 612-5260-55513, 613-5450-55513, 612-5250-54000

Michelle Reeder

**Finance Director** 

Dated: 3/2/2022

<b>ORDINANCE</b>	NO.	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO CORE & MAIN, LP, OF ASHLAND, OHIO, FOR THE PURCHASE OF MATERIALS AND PARTS FOR IMPROVEMENTS AND REPAIRS TO WATER SERVICE INFRASTRUCTURE IN CALENDAR YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City replaced all water meters in 1990 with new Sensus water meters and it was recommended by Sensus Metering Systems that the City purchase Sensus meters from the local distributor as they had Sensus trained specialists with a smaller territory than the factory representatives and was located in Ashland, Ohio; and

**WHEREAS**, the City purchases a variety of steel products for water line repairs such as valves, pipes, bends, meters, and hydrants from Core & Main, LP who is the current local distributor for Sensus water meters that outfits the City's entire system; and

**WHEREAS**, Core & Main, LP, has exceptional customer service and stocks many of the City's common items, acting as a supplemental warehouse, so spare materials do not need to be stored at the Water Distribution facility; and

**WHEREAS**, since 2018, City crews have been systematically replacing meters and this year three (3) routes were selected covering all areas South of the tracks to Perkins Avenue and from Columbus Avenue to Pennsylvania Avenue, totaling 1,237 meters; and

**WHEREAS**, the allocation for 2022 is hydrants, valves, and miscellaneous materials (\$200,000.00) and meters (\$600,000.00 - split evenly with sewer maintenance) totaling \$800,000.00 of which \$500,000.00 will be paid with Water Funds and \$300,000.00 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow City crews to purchase materials and parts as needed for repairs and replacement throughout the year; 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,

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

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

THAT:

Section 1. The City Manager and/or Finance Director is authorized and

directed to expend funds for materials and parts to be used for improvements

and repairs to water service infrastructure in CY 2022 at an amount not to exceed

Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) to be paid to Core &

Main, LP, of Ashland, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of

this City Commission concerning and relating to the passage of this Ordinance

were taken in an open meeting of this City Commission and that all deliberations

of this City Commission and of any of its committees that resulted in those formal

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

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### **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: March 2, 2022

Subject: Commission Agenda Item – Amend Ordinance 20-126, Lease Agreement with Owen

Sound Transportation Company, Ltd.

<u>ITEM FOR CONSIDERATION:</u> Legislation amending the Lease Agreement with Owen Sound Transportation Company, Ltd. (the "lessee", and OTSC) for transportation services at the Jackson Street Pier previously approved at the August 24, 2020, City Commission meeting, via Ordinance Number 20-126.

**BACKGROUND INFORMATION:** During the August 24, 2020, City Commission meeting former Chief Development Officer, Matthew Lasko presented legislation requesting authorization for the City Manager to execute a Lease Agreement with Owen Sound Transportation Company, Ltd., for use of Jackson Street Pier. The presented lease agreement replaced a previous agreement that was enacted May 24<sup>th</sup>, 1995, with annual amendments through the start of reconstruction. See previous communication on the August 24 agenda for additional details.

The agreement, which was approved by the Ministry of Transportation of Ontario (MTO) for signatures prior to taking it to City Commission but was not subsequently signed by MTO's service provider, Owen Sound Transportation Company (OSTC), primarily because of uncertainties for the 2021 operating season caused by the pandemic. Staff has worked with OSTC and MTO to update the dates of the agreement, with other minor language modifications.

One modification is that the initial term of the lease agreement was to commence in 2020 and terminate April 30, 2027, covering seven (7) travel seasons. However, now the lease will begin in 2022 but terminate on December 31, 2027. Also, the initial terms of the lease agreement required the Lessee to pay a total of \$800,000, broken down as \$114,285.71 in years 1-4 annually and \$114,285.72 for years 5-7. The new lease is more heavily frontloaded financially requiring the Lessee to pay \$400,000.00 in the first year with annual payments of \$80,0000.00 between 2023 and 2027, totaling \$800,000.

There is still an option for two (2), three (3) year renewal periods with an initial annual lease rate of \$12,000 which is subject to a 3% annual rent escalator. Other modifications can be attributed to cleanup of language and clarifications after new leadership at OSTC conducted a final review of the document.

**BUDGETARY INFORMATION:** The City shall receive a total of \$800,000 during the initial term of the lease agreement. All revenues are to be deposited into the Capital Fund during the initial term. Lease payments made during the renewal terms are to be deposited into the Jackson Street Pier Fund.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared amending Ordinance 20-126, for a lease agreement with Owen Sound Transportation Company, Ltd., and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the immediate invoicing of \$400,000 for work completed prior to 2020.

I concur with this recommendation:

Eric Wobser City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

<b>ORDINANCE NO.</b>	

AN ORDINANCE AMENDING ORDINANCE NO. 20-126, PASSED ON AUGUST 24, 2020, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH OWEN SOUND TRANSPORTATION COMPANY, LIMITED, FOR THE UTILIZATION OF DOCKAGE SPACE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and Owen Sound Transportation Company, Limited, entered into a Lease Agreement on May 24, 1995, for the purpose of docking ferries and the loading and unloading of passengers and motor vehicles onto and off the ferries, which expired on April 30, 2004, and subsequently was extended by addendum for the past sixteen (16) years; and

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

**WHEREAS**, Owen Sound Transportation Company, Limited, approached the City to enter into a new long-term Lease Agreement given the improvements and alterations that have been completed to the Jackson Street Pier; and

WHEREAS, the City Commission approved a Lease Agreement with Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier by Ordinance No. 20-126, passed on August 24, 2020; and

WHEREAS, the initial term of the Lease Agreement was to commence in 2020 and terminate April 30, 2027, effective annually during the travel season from May 1<sup>st</sup> through September 30<sup>th</sup>, with two (2), three (3) year renewal periods with the City receiving a total of \$800,000.00 during the initial term of the Lease Agreement with \$114,285.71 being paid in Years 1-4 annually and \$114,285.72 annually from Years 5-7; and

WHEREAS, the agreement was approved by the Ministry of Transportation of Ontario (MTO) prior to City Commission approval, but was not executed by MTO's provider, Owen Sound Transportation Company, primarily due to uncertainties for the 2021 operating season caused by the pandemic; and

WHEREAS, City Staff has been working with Owen Sound Transportation Company and the Ministry of Transportation of Ontario to modify dates, financing, and other modifications attributed to language clarifications, and these amendments require approval of the City Commission; and

WHEREAS, the City will continue to receive a total of \$800,00.00 during the initial term of the agreement and all revenue will be deposited in the Capital Fund during the initial term and revenue during the renewal terms will be deposited in the Jackson Street Pier Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Lease Agreement which will allow for immediate invoicing of \$400,000.00 for work completed prior to 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 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. 20-126 passed on August 24, 2020, authorizing and directing the City Manager to enter into an amended Lease Agreement with the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier with the initial term commencing in calendar year 2022 and terminating in calendar year 2027, effective during the travel season from May 1<sup>st</sup> through September 30<sup>th</sup> annually, substantially in the same form as attached to this Ordinance and marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

# PAGE 2 - ORDINANCE NO.\_\_\_\_\_

authentication	by the President,	and the Clerk o	of the City Com	mission of the	e City of
Sandusky, Ohio					

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### **LEASE AGREEMENT**

This Lease Agreer	ment ("Agreement") made and entered into at Sandusky, Ohio, this
day of, 2	022, by and between the City of Sandusky, Ohio, an Ohio chartered
municipal corporation, he	ereinafter referred to as the "Lessor" acting by and through the City
Manager of the City of Sar	ndusky, Ohio and pursuant to the authorization contained in Ordinance
No	; and the Owen Sound Transportation Company, Limited, of Owen
Sound, Ontario, Canada, I	nereinafter referred to as the "Lessee."

#### **WITNESSETH:**

Whereas, it is the intention and desire of the Lessee to assume the responsibility for the operation of ferry service between the City of Sandusky, Ohio and Pelee Island, Ontario, Canada and other points on Lake Erie Shoreline of Ontario, Canada; and

Whereas, the Lessor is the owner of a dock facility located within the municipal limits of the City of Sandusky, Ohio and upon the Sandusky Bay, which is known as the Jackson Street Pier; and

Whereas, for a period of some seventy-five (75) years, more or less, there has continuously maintained a ferry service between the City of Sandusky, Ohio and Pelee Island, Ontario, Canada and points along the Lake Erie Shoreline of Ontario, Canada; and

Whereas, it is the intention and desire of the parties hereto that the Lessee lease a portion of the Jackson Street Pier boat dock as set forth hereinbelow for the purpose of docking not more than two (2) ferries, the loading and unloading of passengers and motor vehicles, and the pursuit of other functions incident thereto; and

**Now therefore,** in consideration of the mutual covenants herein contained, the parties hereto agree as set forth hereinbelow:

#### SECTION 1- GRANT OF LEASE

Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby lease the property described in Exhibit "A" attached and incorporated herein (the "Leased Premises"), together with, as part of the parcel with all improvements located thereon.

Further, as a part of this Agreement, the Lessee, its officers, agents, employees, successors, invitees, and licensees shall enjoy the license and right of access to said pier, and to the property of the City of Sandusky, Ohio appurtenant thereto, in common with the City of Sandusky, Ohio, and other lawful users thereof, to the extent that said access is reasonably incidental to the use by the Lessee of the dockage space leased hereunder.

# **SECTION 2 - CUSTOMS**

The Lessor shall provide a facility for use by the United States Customs and Border Protection in conjunction with their requirements relative to the arrival and departure of Lessee's vessels. If the Lessor is unable to provide the required facility, the Lessor or the Lessee shall have the right to terminate this Agreement subject to the terms herein.

Notwithstanding anything in this Agreement to the contrary, Lessor acknowledges and agrees that if Lessor causes said lease to be terminated as set out in this Section 2 or otherwise prevents Lessee from using the said premises, then Lessee shall not be responsible for any and all future payments whatsoever that may become due under the annual rent table set out in section 4 herein.

This waiver all future rent payments only applies in situations where Lessor terminates or prevents Lessee from using said premises or where the lessee elects to terminate this Agreement pursuant to Section 2. The proration or waiver of future rent payments does not apply in situations expressly outlined in Section 6 and Section 16 of this Agreement.

SECTION 3 - TERM

This Agreement is for an initial term of six years and shall begin on January 1, 2022 and terminate on December 31, 2027.

#### **SECTION 4 - RENT**

Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place the Lessor shall from time to time direct by notice to the Lessee, annual rent set forth in the following table:

2021: \$400,000.00, first payment due 30 days following lease execution.

2022: \$80,000.00

2023: \$80,000.00

2024: \$80,000.00

2025: \$80,000.00

2026: \$80,000.00

A late fee of 5% of the annual rent shall be assessed if payment is not postmarked or received by Lessor on or before June 1st annually. Lessee acknowledges that said rent payments

that Lessee would lease the premises. Lessor made said improvements to the premises with the understanding that Lessee will reimburse Lessor through annual rent payments that include the costs of said improvements.

To the extent future capital improvements are necessary the Parties agree to enter into good faith negotiations to determine payment for any future capital improvements.

#### **SECTION 5 - RENEWAL OPTION**

This Agreement is renewable for two (2) three (3) year renewal periods at an annual rate of \$12,000 beginning in May 1, 2027. The rental rate shall be subject to a three percent (3%) annual rent increase for both renewal terms. Either party must give thirty (30) days written notice if they do not desire to renew the Agreement. Upon failure to give such notice, this Agreement will automatically renew for a period of three (3) years on the same terms. This notice requirement shall continue for all subsequent renewal periods.

# SECTION 6 - TERMINATION

The Lessor shall exercise best efforts to coordinate and cooperate with the U.S. Customs and Border Protection, or similar office, to ensure the provision of border services to the arrival and departure of the Lessee's vessels during the term of this Agreement or any renewal thereof. Should the U.S. Customs and Border Protection, or similar United States office, refuse or fail to provide said service for any period during the term of this Agreement, following the Lessor's best effort coordination, the Lessee may terminate this Agreement at its discretion.

If the Lessee elects to terminate this Agreement under this Section 6 within the initial 7-year term, the termination shall not affect the obligation of the Lessee to pay the entire balance of the outstanding rent payments set out in Section 4 herein (which constitutes costs of capital improvements) and shall not affect any other obligations of either party for conduct occurring on or prior to the effective date of termination.

If the Lessee does not elect to terminate this Agreement under this Section 6, the Lessor shall continue to exercise best efforts, or upon request of the Lessee, from time to time, to coordinate and cooperate with the Lessee and the U.S. Customs and Border Protection, or similar

office, to ensure the earliest possible resumption of provision of border services to the arrival and departure of the Lessee's vessels during the term of this Agreement or any renewal thereof.

# **SECTION 7- USE OF PROPERTY BY LESSEE**

The lessee shall utilize the demised premises, and shall exercise the rights afforded it hereunder for the docking of the ferry vessel known as the "Pelee Islander," or other vessels engaged in ferry service for the appropriate loading and unloading of motor vehicles and passengers onto and from the same, and for functions directly related and necessarily incident thereto; and the Lessee hereby irrevocably elects not to claim depreciation or an investment credit for U.S. federal income tax purposes with respect to the described premises; this irrevocable election is binding on the Lessee and all successors in interest under this lease. In the event, however, the Lessee hereafter elects to substitute another vessel or other vessels for the "Pelee Islander," the same shall be susceptible to service and use in conjunction with the improvements of the subject premises. In the event the Lessee elects to make substitutions of vessels which are not so susceptible, the Lessee shall bear fully the cost and expense of modifying and adjusting such improvements to accommodate the same, which include, but not limited to, dredging and any ramp improvements.

#### SECTION 8 - NON-EXCLUSIVE USE

That the parties hereto expressly acknowledge that other entities and individuals enjoy or may enjoy the privilege of utilizing the docking slip in common with the Lessee, portions of the premises demised hereunder and/or affected hereby, including, but not by way of limitation, the right of Lake Erie Island Cruises LLC (Goodtime) or any successor thereto or assign thereof, to utilize a portion of the dockage space, the area at the Jackson Street pier, and the Lessee covenants and agrees that it will exercise its rights hereunder so as to avoid interference with the same; The Lessee enjoys hereunder the right to utilize the demised premises for the purposes allowed it as to the "Pelee Islander" from May 1st through September 30<sup>th</sup>, annually. In the event that emergency circumstances, or unforeseen events or occurrences beyond the control or direction of the Lessee necessitate the occupation or use of the subject premises by the Lessee beyond or in addition to the time periods set forth herein, and allowed the Lessee hereby, the

Lessee shall be afforded the privilege to so occupy and use the premises to the extent and for a duration which are reasonably necessary under the circumstances, with the understanding that said occupation and use shall be effected in a manner calculated and designed to minimize the impact and effect upon the lawful and permitted use of the premises by Lake Erie Island Cruises LLC (Goodtime) or any successor thereto or assign thereof, to utilize a portion of the dockage space, the area at the Jackson Street pier.

Should the Lake Erie Island Cruises LLC (Goodtime) or any successor company fail to utilize the dock or fail to provide linepersons service for the Lessee, at the Lesee's request, the City of Sandusky shall be responsible for finding linepersons for the Lessee at a reasonable cost to the Lesee. For clarity, the Lessor's obligation herein shall be continuous during the term of the Agreement or any renewal thereof.

#### SECTION 9 – TENANT TO OBEY LAWS AND MITIGATE DAMAGE

The Lessee shall not use or occupy, or suffer or permit the use or occupation of the premises at issue hereunder or a portion thereof for any purpose contrary to law, or to the rules or regulations of any public authority, or in any manner so as to increase the risk of personal or property damage other than that necessarily incident to the use thereof in a manner consistent herewith.

#### **SECTION 10 – DAMAGE**

Lessee shall make full and complete compensation for any damage caused to the Lessor's physical property, normal wear and tear excepted, by the Lessee's negligent act or omission, and/or that of any of its officers, employees, servants, agents, contractors, licensees, or invitees, or those for whom it is in law responsible. The Lessee shall be responsible for and shall repair any and all damage attributable to the equipment owned, operated and/or used by the Lessee, its officers, employees, servants, agents, contractors, licensees, or invitees, or those for whom it is in law responsible.

#### **SECTION 11 – LIMITATION OF DAMAGES AND REMEDIES**

Even if advised of the possibility of such damages, in no event shall either party be liable to the other for (i) personal injury or property damages, or (ii) lost profits, work stoppage, or any

other special, indirect or consequential damages of any kind. Each of the parties to this Agreement shall be responsible for the acts and omissions of its respective officers, employees, servants, agents, contractors, licensees, or invitees, or those for whom it is in law responsible.

In the event of the Lessor's breach or failure to perform any obligation under this

Agreement, the Lessor's entire liability and the Lessee's exclusive remedy shall be, return of the
monetary consideration paid to the Lessor under this Agreement minus the costs of
construction of the improvements attributable to the Lessee.

#### **SECTION 12 - ASSIGNMENT AND SUBLETTING**

Lessee shall not assign this Agreement, any portion thereof, and/or any of its rights hereunder, or to sublet said premises or any part thereof, or to permit or suffer boats, ships, or watercraft other than those specifically identified herein to occupy or to utilize the same without the herein express prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor acknowledges and agrees that the following does not constitute an assignment or sublet, and does not require the consent of the Lessor for the same, the use or occupation of all or part of the premises by any governmental agency, ministry, department, or corporation affiliated with the Province of Ontario for or in relation to any use which is consistent with the terms and provisions of the Agreement.

Lessee shall have the right to assign its obligations and rights under this Agreement to any successor resulting from a merger, or in connection with a sale of all or substantially all of the assets of Lessee; provided, however, that Lessee provides the Lessor with an executed form of assignment and assumption evidencing the successor in interest's assumption of liability for the full and faithful performance of all the terms, covenants, conditions and provisions under this Agreement.

# **SECTION 13 – SURRENDER**

Lessee covenants and agrees to deliver up and to surrender to the Lessor the possession and control of the premises upon the expiration of this Agreement or upon its termination as herein provided in as good condition and repair as same shall be at the commencement of the said term, except for natural and normal wear, and except for damage to the premises cause by

other parties, which shall be the responsibility of the Lessor to repair. Lessee shall be liable to the Lessor for any damage to the premises beyond natural and normal wear where such damage is caused by the Lessee.

# **SECTION 14 – SECURITY INTEREST IN THE PREMISES**

In no event shall Lessee assert any ownership interest in or to the premises. Lessee shall not grant or permit any person or business entity to assert a security or other interest in the premises. At all times during the term of this Agreement, Lessee shall ensure that the premises are identified as being owned by the Lessor.

#### **SECTION 15 – DEFAULT**

lf Lessee fails to keep and perform any of the covenants of this Agreement after having been given 60 days to cure said default, or if Lessee shall abandon or vacate said premises during the term of this Agreement, or make assignment for the benefit of creditors, or if the interest of the Lessee in said premises shall become subject to sale under execution or legal process, or if the leasehold is seized by a trustee in bankruptcy, or if a receiver is appointed is appointed for the Lessee by a court, the Lessor may, at the election of the Lessor, cancel and terminate this Agreement, re-enter the premises, and again have, repossess, and enjoy the same, and this Agreement shall cease and be void., except as otherwise specifically set forth herein below, without prejudice to any remedies of the Lessor which may otherwise be available at law; and, then and in any such event, Lessor shall be entitled to receive from the Lessee, in addition to any and all actual damages which the Lessor may suffer as a result of such occurrence, as liquidated damages in relation to the same, any and all balances of rental consideration provided hereunder for any and all periods of the leasehold interested created hereby, which then remain unpaid, whether due or not yet due, including the costs of any and all capital improvements.

# **SECTION 16 – ACT OF GOD**

In the case of damage to the leased premises by an act of God or other casualty, the Lessor shall have the option to terminate this Agreement or to repair the premises. If the Lessor elects to terminate this Agreement, then Lessee shall not be responsible for any and all future payments whatsoever that may become due under the annual rent table set out in section 4 herein.

If the Lessor elects to make such repairs, Lessor shall attempt to make any such repairs within a reasonable time. If the premises are partially untenantable, the rent shall be prorated to an extent corresponding with the part that is untenantable, and for the period corresponding with the period in which the premises are partly or entirely untenantable, but in no event will this alleviate the Lessee's liability for costs of improvements.

# **SECTION 17 - MAINTENANCE**

During the term of this Agreement, Lessor shall be responsible for all routine maintenance at its own cost, in coordination with the Lake Erie Island Cruises (Goodtime) or any successor company, in order to keep this docking facility in a safe and operating condition. Nothing in this section impacts Lessee's continued responsibilities and covenants under Sections 11 and 12 above.

#### **SECTION 18 – NON-WAIVER OF DEFAULTS**

Any failure of the Lessor at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair the same, or the right of the Lessor to avail itself of the same.

# SECTION 19 - ENTIRE AGREEMENT/MODIFICATION

This Agreement supersedes any and all agreements, both oral and written, between the Lessor and Lessee with respect to the lease of the premises and contains all of the covenants and agreements between the City and Lessee. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification to this Agreement shall be effective only if it is in writing and signed by both the Lessor and Lessee.

# **SECTION 20 – DISCLAIMER OF WARRANTIES**

Lessor disclaims and excludes all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose,

concerning the premises leased under this Agreement. The Parties acknowledge and agree the premises shall be leased and accepted "AS IS" with all defects.

#### **SECTION 21 – BIND AND INURE**

This Agreement and all of the terms, covenants, conditions, and provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto, their respective successors and assigns.

# **SECTION 22 – REPAIRS AND MAINTENANCE OF SURROUNDING AREA**

During the term of this Agreement, or the extension thereof, Lessor may be engaged in the modification, repair, and/or improvement of the Jackson Street Pier, including the premises demised hereunder or affected hereby. Such modifications repairs, and/or improvements will be carried out by the Lessor without unreasonable interference with the quiet enjoyment by the Lessee of its rights and interest in the premises created by this Agreement. The Lessor shall make best efforts to ensure that any such modifications, repairs, and/or improvements are scheduled at times when the Lessee is not using the premises. If such modifications, repairs, and/or improvements cannot be scheduled at times when the Lessee is not using the premises, the Lessor shall provide 10 days' notice of such modifications, repairs, and/or improvements and shall offer all reasonable cooperation and assistance to the Lessee to minimize any impact to the Lessee's operation of the ferry service.

# **SECTION 23 - INSURANCE**

Lessee shall, at its sole expense, obtain and maintain throughout the term of this Agreement insurance for its vessels. Lessee shall provide Lessor with adequate and appropriate evidence of such policy.

# SECTION 24 – CURRENCY

All references to dollar amounts in this Lease Agreement are deemed to be in US currency.

# **SECTION 25 – GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

# **SECTION 26 – NOTICE**

Unless otherwise specified, all notices, communications and consents required by this Agreement shall be given or served in writing and forwarded by email, with proof of service retained, and certified mail, return receipt requested, to:

For the City: City Manager
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
ewobser@ci.sandusky.oh.us

With a copy to: Law Director
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870
bheil@ci.sanduksy.oh.us

For The Owen Sound Transportation Company: Stephen Shaw
717875 HWY/Autoroutes 6
Owen Sound, Ontario, N4K 5N7
stephen.shaw@ontarioferries.com

The date of receipt of all notices, communications, and consents shall be the date of email as long as proof of sending is provided, if not, the date of receipt shall be the date of receipt via certified mail.

#### **SECTION 27 – SEVERABILITY**

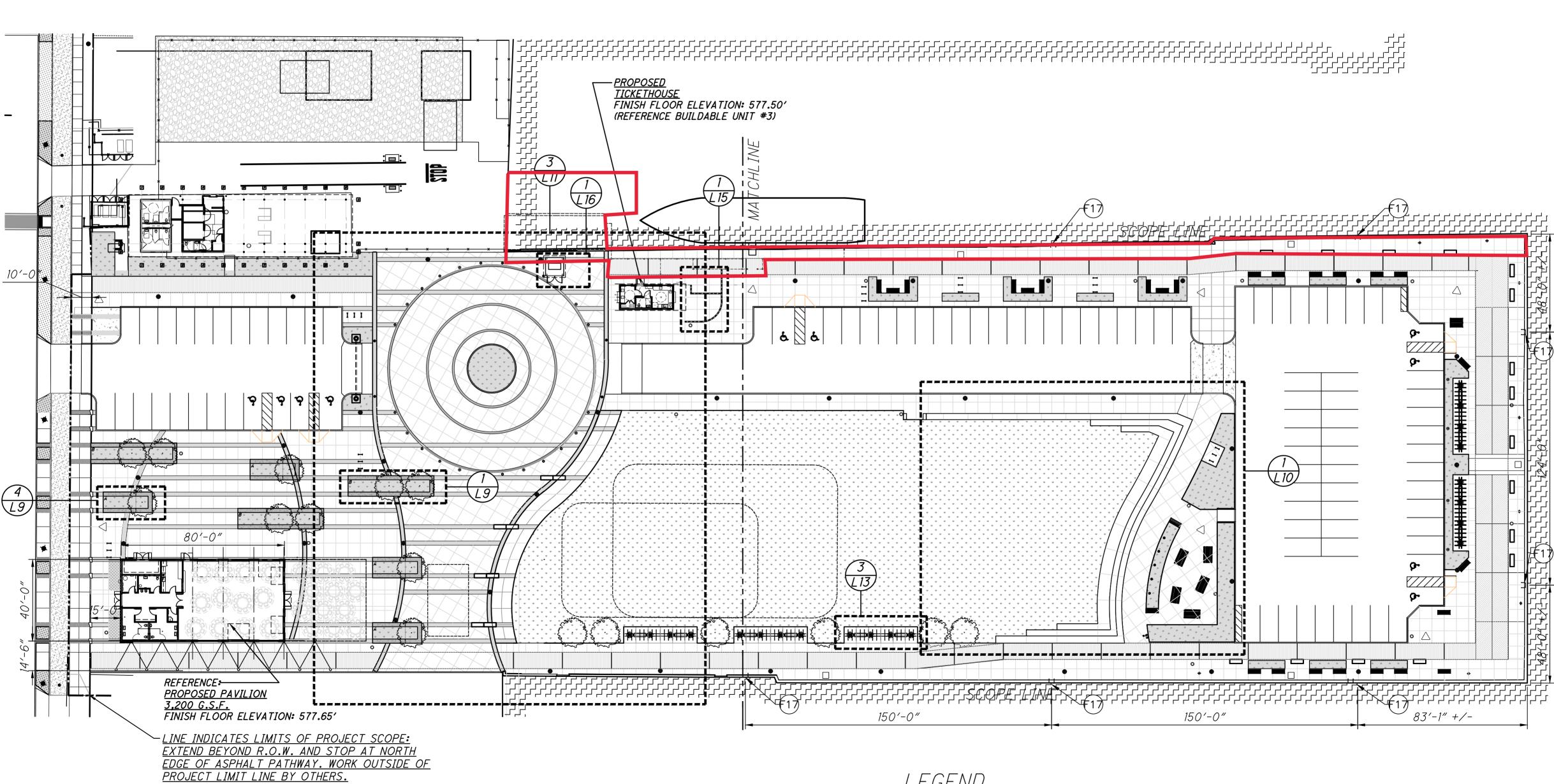
If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid, or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

# **SECTION 28 – SECTION HEADINGS**

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, Owen Sound Transportation and the City of Sandusky have duly executed this Agreement.

Lessee: The Owen Sound Transportation C	ompany, Limited
ml-16-6	
By:	
Chris, OST	>
Acknowledged that they are the persons identified	
empowered to execute this document for and on beh limited, and that the same was their free act and deed	
Lessor: The City of Sandusky, Ohio	
Ву:	
•	
The State of Ohio)	SIT "1"
)ss:	
rie County)	
	ed City Manager, Eric Wobser, on the day
of 2021, who, after having been first duly swo nereinabove, that he is properly authorized and empore	orn, acknowledged that he is the person identified wered to execute this document for and on behalf
of the City of Sandusky, Ohio, and that the same was h	
	Notary Public:
Approved as to form:	
Brendan Heil, Law Director City of Sandusky, Ohio	



#### 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: March 2, 2022

Subject: Commission Agenda Item – Amendment #1 to Agreement with Stantec for Engineering

Detailed Design and Bidding Services related to the Mills Street High Rate Treatment

project

<u>ITEM FOR CONSIDERATION:</u> Legislation to enter into an amendment to the existing Professional Services agreement for Preliminary Design with Stantec Consulting Services, Inc. (Stantec) of Cleveland, Ohio. The amendment will be to proceed with Detailed Design services for the Mills Street 16 Million Gallons per Day (MGD) High Rate Treatment (HRT) project based on the recommendations and decisions from the Preliminary Design Report.

BACKGROUND INFORMATION: Based on negotiations with Ohio EPA from 2012-2015 regarding the City's General Plan Update, the City of Sandusky (City) has an existing National Pollutant Discharge and Elimination System (NPDES) permit for the wastewater conveyance and treatment system that requires completing construction and operation of several projects like the Grit Tank Expansion, East End Sewer Improvements, Pier Track Lift Station Improvements, and Farwell Lift Station Improvements. All of these projects are designed to reduce flooding in yards and basements, minimize overflows throughout the city's network as well as replace or upgrade aging infrastructure to reduce surface and basement flooding. The final project included in the original negotiations is construction of a 16 million gallons per day (MGD) High Rate Treatment (HRT) facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024.

Per ordinance number 21-136 passed on September 13, 2021, a contract was awarded to Stantec Consulting Services, Inc. for Preliminary Design Services, including evaluation, analysis and preliminary design for a new high rate treatment treatment system. This initial phase included site visits to evaluate various treatment technologies, modeling of the wastewater treatment plant processes, developing several high rate treatment alternatives, estimating costs of every option, preliminary design, recommending the preferred alternative, and other related tasks. A Preliminary Design Report was delivered to the City and County staff involved in the project to date on February 28, 2022.

Stantec has prepared a Scope of Services for detailed design of a Disc Filtration System, which was the selected treatment technology. Detailed design will include hydraulics, process, instrumentation, controls, structural, HVAC, utilities, specifications, bidding documents, cost estimates, and anything else required to deliver a complete design project. Additional support tasks will include geotechnical, final survey, permitting, piloting of the selected HRT process to finetune design, sampling, construction staging planning, constructability, and BioWIN modeling.

Also included in this scope of work is an allowance for detailed design and preparation of bidding documents related to the existing ultraviolet (UV) disinfection system for which the manufacturer recently notified the City that it will stop making certain replacement parts in 2022. Staff and Stantec

tried to utilize the existing channel and location to combine both effluent flows so only one disinfection system would be needed, but it proved to be cost prohibitive to constructing two separate, but similar, systems. Since the HRT process will also have a separate UV system, there are savings with having a common designer as well as having long-term efficiencies with specifying the same manufacturer for both projects.

BUDGETARY INFORMATION: The total amount for detailed design is \$1,753,850.00 but there is still \$133,338.16 remaining on the original preliminary design contract that totaled \$410,800. Therefore, the amendment would be \$1,620,511.84, for a total contract price of \$2,031,311.84. The full amount would be initially with Sewer Funds, but the City has "nominated" this project for reimbursement through a low-interest loan from the Water Pollution Control Loan Fund (WPCLF). The formal application will be submitted later in 2022 when final design and construction estimates are more accurate. Erie County would be required to pay their share of the various components of the project as per the Sewer Services Agreement based on whether it is related to wet weather work or a capital improvement of existing equipment or processes.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into Amendment #1 for a Professional Services Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio in the amount of \$1,620,511.84 for Engineering Detailed Design and Bidding Services for the Mills Street 16 MGD High Rate Treatment project and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to continue with the design services and to ensure that the construction is completed by the EPA-required deadline of December 1, 2024.

I concur with this i	recommendation:
Eric Wobser	
City Manager	

cc:

C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

# **CERTIFICATE OF FUNDS**

In the Matter of: Mills Street High Rate Treatment Project

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 #613-5430-55990

Rv٠

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE NO.</b>	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STANTEC CONSULTING SERVICES, INC. OF CLEVELAND, OHIO, FOR THE MILLS STREET HIGH RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, based on negotiations with the Ohio Environmental Protection Agency (EPA) from 2012-2015 regarding the City's General Plan Update, the City has an existing National Pollutant Discharge and Elimination System (NPDES) permit for the wastewater conveyance and treatment system that requires completing construction and operation of several projects such as the Grit Tank Expansion, East End Sewer Improvements, Pier Track Lift Station Improvements, and Farewell Lift Station Improvements; and

WHEREAS, all of these projects are designed to reduce overflows throughout the city's network as well as replace or upgrade aging infrastructure to reduce surface and basement flooding and the next project included in the original negotiations is a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the preliminary design of the Mills Street High Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021; and

WHEREAS, Stantec Consulting Services, Inc. will be providing additional professional services for the detailed design of a Disc Filtration System and includes hydraulics, process, instrumentation, controls, structural HVAC, utilities, specifications, bidding documents, cost estimates, and any other services required to deliver a complete design project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the original cost of the preliminary design services was \$410,800.00, of which \$133,338.16 is remaining on the agreement, and the cost for the detailed design services is \$1,753,850.00, for a total cost of \$1,620,511.84, and these costs will initially be paid with Sewer Funds with the City applying for a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) to finance the project and the City may receive partial reimbursement from Erie County pursuant to the Sewer Services Agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue with the design services and to ensure the construction is completed by the EPA-required deadline of December 2024; and

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

PAGE 2 - ORDINANCE NO	
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Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an amendment to the Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the Mills Street High Rate Treatment Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Million Six Hundred Twenty Thousand Five Hundred Eleven and 84/100 Dollars (\$410,800.00).

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

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

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

		RICHARD R. BRADY
		PRESIDENT OF THE CITY COMMISSION
	ATTEST:	
		CATHLEEN A. MYERS
		CLERK OF THE CITY COMMISSION
Passed: March 14, 2022		

# FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This First Amendment to the Agreement "Agreement"), made as of, by an whose contact person shall be the Director of Pub "City Engineer"), and Stantec Consulting Service contact person and address are set forth below.	lic Works designated below or successor (the
WHEREAS, the City is operating under its the intention of the City, in the exercise of its pow services for the following project (the "Project"):	s Charter, ordinances and regulations and it is vers, to obtain professional design/engineering
Project Name:	Preliminary Design Services Mills Street High Rate Treatment
City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works
	City of Sandusky
Architect/Engineer: Contact: Address:	240 Columbus Ave Sandusky, Ohio 44870  Stantec Consulting Services, Inc. Vito Cimino 1001 Lakeside Ave East, Suite 1600 Cleveland, OH 44114
NOW, THEREFORE, in consideration Professional Design Services Agreement execute Architect/Engineer agree as follows:	of the mutual promises contained in the d on September 27, 2021, the City and the
The Architect/Engineer shall perform additional therein, in accordance with the Profession, between the City and Stant	

**Signature Page to Follow** 

not to exceed \$2,031,311.84.

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

	Stantec Consulting Services, Inc. ("Architect/Engineer")
	By:
	CITY OF SANDUSKY
	By:
APPROVAL: <b>EXF</b>	Eric Wobser City Manager
The legal form and correctness of the	ne within
instrument is hereby approved.	
Brendan Heil	
Law Director	

#### **CERTIFICATE OF FUNDS**

In the matter of: Preliminary Design Services Mills Street High Rate Treatment

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

, 20	22
, 20	

CITY OF SANDUSKY



	<del></del>
Account Number	Amount



#### March 1st, 2022

Change Order #	1	
"Stantec"	Stantec Consulting Services Inc.	
	Stantec Project #	173410930
	Stantec Address	1001 Lakeside Avenue East, Suite 1600 Cleveland OH, 44114
	Ph:	(216) 298-0621
	Email:	vito.cimino@stantec.com
"Client"	City of Sandusky	
	Client Address	240 Columbus Avenue Sandusky OH, 44870
	Ph:	(419) 627-5829
	Email:	aklein@ci.sandusky.oh.us

**Project Name:** Mills Street 16 GD High Rate Treatment **Project Location:** 304 Harrison Street, Sandusky OH, 44870

In accordance with the original Professional Services Agreement dated September 27<sup>th</sup>, 2021, the Agreement changes as detailed below are hereby authorized.

Change Order #1 includes detailed design and bidding services, to be paid on a fixed fee basis. The scope of services associated with Change Order #1 is attached as Exhibit B. The original contract value for preliminary design including initiation of detailed design was \$410,800. Change order #1 is requesting an additional \$1,620,511.84. The remaining funds in preliminary design will be moved to the detailed design tasks.

		Amount (\$)	Contract Type
Original Contract Authorization (Preliminary Design)		310,800.00	Time & Material
Specific Allowance 1 (Initiation of Detailed Design)		100,000.00	Fixed Fee
Change Order 1 (Detailed Design and Bidding Services)		1,753,850.00	Fixed Fee
Task 3: Project Management & Meetings		136,350.00	Fixed Fee
Task 4: Field Investigation	\$	146,995.00	Fixed Fee
Task 5: Design	\$	1,243,905.00	Fixed Fee
Task 6: Bidding	\$	45,800.00	Fixed Fee
SA 1: Additional Field Investigation and Permitting		46,000.00	Fixed Fee
SA 2: Existing UV System Upgrades		134,800.00	Fixed Fee
Remaining Funds in Preliminary Design (including SA1)		133,338.16	Fixed Fee
Project Total	\$	2,031,311.84	Fixed Fee



**Effect on Schedule:** Completion of detailed design shall be 7 months from Notice to Proceed (NTP) for Change Order #1. Further detail on the schedule impact, by task, is included in Exhibit B.

Payments shall be made on a fixed fee basis. All other items and conditions of the original Agreement shall remain in full force and effect.

# Stantec Consulting Services Inc. Print Name and Title: Vito Cimino, Project Manager Joe Uglevich Signature: Date Signed: City of Sandusky Print Name and Title: Aaron Klein, Public Works Director Signature: Date Signed:

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

The Scope of Services set forth herein defines the work to be performed by the CONSULTANT in completing the Project. Both the City and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

#### SERVICES TO BE PERFORMED

- Task 3. Progress Management and Meetings
- Task 4. Field Investigations
- Task 5. Design
- Task 6. Bidding
- Task 7. Allowances
  - Specific Allowance 1. Additional Field Investigation and Permitting
  - Specific Allowance 2. Existing UV System Upgrades
  - General Allowance

The Scope of Services for the Project shall consist of the tasks outlined above. For design projects, the CONSULTANT shall provide services necessary to develop and produce a complete detailed design package culminating in a bid package for the Project to be advertised for construction as per Ohio Revised Code (ORC) requirements.

# **Project Objectives**

This project is intended to provide the engineering detailed design services required to meet the City's existing permit requirement to complete construction of a 16 million gallon per day (MGD) High Rate Treatment (HRT) Facility for the Mills Street Combined Sewer Overflow (CSO). The Mills Street HRT is the final project in an initial series of projects in the City's General Plan Update (a.k.a. Long-Term Control Plan). The project will be separated into two phases: one for pre-design and the other for detailed design with bidding support. This scope of work includes detailed design and bidding support services.

In recent years, the City has completed additional flow monitoring and model calibration to better understand the existing conditions in the combined sewer system. The most recent model indicates the Mills Street CSO location has 22 activations totaling 118 million gallons in the typical year. As part of the preliminary design phase, the existing model was used for overflow volume quantification and validation of collection system flowrates and hydraulic grade lines (HGL). These results were used to support development of HRT alternatives. The alternatives were evaluated and documented within corresponding technical memoranda including a comprehensive Preliminary Design Report (PDR). The pre-design phase included an overall review of the WWTP to determine which processes such as screening, pumping, ultraviolet disinfection, etc. would require upgrades or modifications to support the HRT facility.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

Outcome of the preliminary design phase, as documented in the PDR, resulted in diversion of an additional 16 MGD of CSO to the WWTP. Prior to reaching the new HRT facility the additional CSO will require modifications to or expansion of the existing WWTP screening, aerated grit, and influent pumping systems. Existing effluent conduits from aerated grit will then be utilized and extended to convey flow to the new HRT facility. A partially redundant Pile Cloth Disc Filtration system will serve as the primary HRT process and will be equipped with a dedicated effluent pumping station and Ultraviolet (UV) disinfection system. Disinfected HRT effluent will then flow via gravity or be pumped to the existing Primary Effluent Bypass (PEB) conduit until joining with existing plant effluent.

This flow path through the plant scored as the most efficient and cost-effective alternative requiring the smallest footprint and provides the most operational flexibility for future conversion to a dual use system for dry weather treatment. This route also eliminates the need for dedicated CSO screening and influent pumping systems and takes advantage of available capacity within both the existing aerated grit process and influent pumping station. In addition to providing flexibility for future conversion to a dual use system, the design will incorporate provisions for an HRT expansion to 24-MGD. Examples of such provisions to be considered are reserved future footprint, additional wall thimbles, gates, stop logs, bulkheads, and partial conveyance routes for additional solids handling, etc.

The design tasks for the Project shall include the following components:

- Mills Street CSO Regulator Modification
  - o Internal inspection of existing regulator to assess feasibility of upsizing the existing dry weather outlet (DWO) to 36-inch diameter including modification of openings between the various chambers of the regulator.
  - Design may include modification of and/or replacement of isolation gate(s) or access points.
- WWTP Screening Expansion
  - Expansion of the existing screening building and foundation to accommodate one additional screening channel to increase capacity by 16 MGD.
  - O Site work as required for a second future expansion/bypass
  - Design of a fourth bar screen including conveyor modifications and replacement of the City's existing compactors.
  - Design of a conduit with corresponding junction manhole to divert plant influent to the expanded screening facilities
  - Design of an effluent conduit with corresponding junction manhole to join flows with existing 66-inch influent conduit to influent pumping
  - Modification of existing fence line and access road along with corresponding site grading and utility relocation including but not limited to the 24-inch storm sewer
- Influent Pump Station Modifications

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

- o Installation of a new 15 MGD non-clog horizontal centrifugal pump along with corresponding piping, valving, and ancillary systems.
- Upsizing of an existing 12 MGD non-clog horizontal centrifugal pump with a new 15 MGD pump.
- o Modifications to the existing pump priming system.
- Replace the existing North flowmeter downstream of the influent pumps (magmeter installed on one of the 36" pipes).
- o Existing valves, fittings and piping will not be replaced.
- Aerated Grit Modifications
  - o Modification to aerated grit side and end walls raising them as much as 42-inch for additional hydraulic capacity.
  - Modification to effluent weirs, walkways, stairs, handrail, air piping and material handling equipment/supports to accommodate increased height.
- Primary Settling Tank (PST) Splitter Box Modifications
  - New isolation gate
- HRT Disc Filtration System
  - Design of three 8 MGD Pile Cloth Disc Filtration units with corresponding backwash system located within the WWTP property limits and adjacent to the primary settling tanks (PSTs).
  - Design Building to enclose electrical equipment and access to backwash pump room.
     Design canopy/cover structure over filtration units.
  - UV disinfection system with corresponding concrete channels and prefabricated building to house electrical, control systems and appurtenances.
  - 16 MGD (expandable to 24 MGD) effluent pumping system using submersible column-type pumps
  - Influent and effluent conduits to and from HRT including modifications to the PST splitter box.
  - o PEB inspection and possible rehabilitation (if required) along with a new junction chamber to receive HRT effluent and modifications to Effluent MH No. 1.
  - o Flow metering and sampling
  - o Backwash conveyance piping to accommodate split between routing of backwash to either the headworks or existing gravity thickener.
  - o Conveyance of scum to the existing scum concentrator.

The City has currently identified the parcel to the south of the WWTP to support construction of the HRT facility. The property includes three little league ballfields and a playground. The City also owns the property to the west of the WWTP that currently contains two larger ballfields. The Project will include construction staging site mapping and restoration

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

drawings/specifications for restoration of both the southern and western properties in accordance with the recommendations in the PDR. The CONSULTANT will be required to engage key stakeholders, including the recreation and planning departments, and possibly participate in public meetings.

The selected technology will be required to treat up to 16-MGD and meet existing NPDES permit limits if blended with the plant effluent. The CONSULTANT will be required to coordinate with Ohio EPA in advance of the Permit-to-Install (PTI) application submittal.

# **Project Schedule**

The CONSULTANT will have approximately seven months from Notice to Proceed (NTP) to submit Final Contract Documents. NTP will be granted by the City and begin upon utilization of funds from the Pre-Design Contract Specific Allowance No. 1 - Initiation of Detailed Design. The CONSULTANT shall utilize the following tentative schedule milestones as a tracking tool for completion progress:

- ➤ Task 3 Project Management and Meetings 9 months from NTP
- ➤ Task 4 Completion of Field Investigations 3 months from NTP
- ➤ Task 5 Completion of Detailed Design 7 months from NTP
- ➤ Task 6 Advertisement for Bids 8 months from NTP
- > Construction NTP 10 months from Design NTP

#### TASK 3: PROJECT MANAGEMENT AND MEETINGS

CONSULTANT shall utilize procedures related to cost estimating, scheduling, project documentation, risk management, QA/QC, and others as necessary to effectively manage budget, scope, and schedule for the project. In order to ensure that this project is successfully completed in a timely manner and to the satisfaction of the City, project management items include but are not limited to the following:

- Monthly Invoicing with project Progress Summary: The CONSULTANT will submit Progress Reports on a monthly basis in support of invoices. Progress Reports are to include a discussion of task progress through the period covered by the Progress Report, problems encountered, and solutions proposed and enacted, budget and schedule status, and status of deliverables.
- Project Meetings: The CONSULTANT's Project Manager and other team members shall meet, in person, with City personnel on a monthly basis to review the progress of this project, discuss technical solutions, address outstanding issues and review submitted design documents. These meetings should include identification of work performed last period, work to be completed next period, critical action item status, and responsible parties to complete actions. Budget or schedule problems shall be identified and corrective actions

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

noted. Key discussion topics should comprise a significant portion of the meetings. CONSULTANT shall provide the necessary graphics to facilitate discussions. This section of the scope of work also includes routine internal meetings to help advance the project.

It is also expected that the CONSULTANT and the City hold telephone discussions as frequently as needed but at a minimum on a biweekly basis. The CONSULTANT shall make personnel available for meetings with other agencies and utilities to answer questions pertaining to design elements of the project. The City and CONSULTANT will mutually agree upon who is responsible for taking the lead in organizing, planning, and conducting each meeting with other agencies and utilities.

#### TASK 4: FIELD INVESTIGATION

#### Task 4A: **Surveying**

CONSULTANT shall perform survey and gather data necessary to properly map the existing contours and existing conditions of the site. Baseline survey information shall be tied to the state plane coordinate system with benchmark information provided by the City (if available) upon authorization of the Project. Locate pertinent structures within the survey area. Structures to be surveyed shall include but are not limited to buildings, eurbs, edge of pavement, fences, trees six inches and larger, inlets, water valves, fire hydrants, manholes, power poles, bridges and water bodies that will impact or be impacted by the construction or required data for design of the Project. CONSULTANT shall survey to the extent described below:

- Locate critical elevations and establish a reference benchmark circuit for all construction.
   Establish at least two (2) control points at the Project site. Control points shall be of durable, ferrous material such as rebar, railroad spikes, PK nails or magnetic nails.
   Control points shall be in locations that will be undisturbed during construction of the Project. Coordinates and elevations shall be called out on the plans for each control point.
- Baseline of Survey Establish horizontal control points with permanent markers as necessary to provide control for use in the design surveys and future construction layout. Includes preparation of Baseline of Survey Control drawings.
- Bench Marks Establish bench marks at approximately 800 to 1,000-foot intervals along the Baseline of Survey.
- Collect topographic information at a sufficient density to generate 1-foot contours.
   CONSULTANT shall provide traverses that close to within 1:5000. CONSULTANT shall provide measurements and computations that are verifiable. Detailed topographic surveys and base mapping shall be performed in AutoCAD Civil 3D in accordance with CONSULTANT standards; digital orthophotos shall also be included.
- Soil Borings Locate up to 18 soil borings, provide coordinate location and ground elevation.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

- Perform all record research and procure all information necessary to establish existing right-of-way, property, and existing easement lines, as appropriate. Perform surveys of property lines that will be affected by proposed improvement and/or easements. Establish property lines for up to 8 easements which can be interchanged as either temporary or permanent depending on the needs of the project. Other parcels adjoining the project area will be mapped from County records (tax maps, GIS mapping, etc.) Parcels will be researched to provide owner, address and parcel ID numbers.
- Utilities For work outside of City property, CONSULTANT shall contact the Ohio Utilities Protection Service and other agencies for existing plans and field markings of subsurface utilities. Subsurface utilities will be shown from an ASCE Quality Level C subsurface utility investigation. Under a Level C investigation, CONSULTANT should survey the location of visible utility facilities (manholes, valves, etc.), field markings provided by the OUPS and others. The locations will be correlated with existing plans provided by OUPS, the City and others. Known unresolved or missing utility, water and sewer information will be summarized and provided on the survey or in a separate document. All utility contact information will be maintained in a utility contact document that will provide utility contact information, contact log, and status. Existing utility plans will be scanned in a PDF file format and provided in electronic format. The minimum requirement is that the CONSULTANT perform SUE to a Quality Level "C". In the event a SUE to a Quality Level "B" or "A" is needed, Consultant will request approval of the City for use of the General Allowance.
- Perform spot survey checks to verify the accuracy of the topographic mapping.

#### Task 4B: **Permits and Project Funding Support**

CONSULTANT will identify permits required by public and private entities, including, but not limited to, the City of Sandusky (building permit, street opening & hydrant permits for borings, maintenance of traffic plans, SWPPP), Army Corps of Engineers, Ohio EPA (Permit to Install, SWPPP, NOI, etc.), and prepare the necessary permit applications. Where necessary and with the approval of the City, the CONSULTANT shall contact the appropriate regulatory agency to seek clarification on the applicability of permit requirements. CONSULTANT will prepare documentation for the following permits on this project. Please note that the permit fees will be covered as part of Specific Allowance No. 1.

• Permit to Install: CONSULTANT will engage and meet with the Ohio EPA to discuss the project. CONSULTATNT will provide and submit the required drawings and documents to obtain a sanitary Permit to Install (PTI) from the Ohio EPA. The PTI will be submitted upon addressing any comments at the 90% design stage. The Project Schedule will allow sufficient time for the Ohio EPA's review of the PTI application. The PTI application fee is estimated to be \$15,100 and will be paid out of Specific

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

Allowance No. 1. It is assumed that the PTI will be reviewed by the Ohio EPA Division of Financial and Environmental Assistance (DEFA), which administers the Water Pollution Control Loan Fund (WPCLF) program.

• Notice of Intent (NOI): An NOI and SWPPP (if needed) will be prepared.

CONSULTANT makes the following data collection and environmental survey assumptions:

- The proposed project is exempt from the State Environmental Policy Act (SEPA).
- No offsite wetland or stream mitigation is required.
- No Environmental Assessment, Environmental Impact Statement preparation services, or other National Environmental Policy Act (NEPA) documentation is required to be produced by the CONSULTANT. If this work is necessary, it will be performed by others.
- Permitting fees, approved by the City, and paid by the CONSULTANT, will be reimbursed through the Specific Allowance No. 1.

Should any of these assumptions prove false, CONSULTANT shall develop an approach to address these additional project needs and requirements under the project allowance.

# Task 4C: Land Acquisition/Easement Support

If elements of work require temporary or permanent easements, the CONSULTANT shall identify and coordinate these easements with the City. If required, the CONSULTANT shall prepare legal descriptions, sketches, calculations, and plats for up to 4 permanent and 4 temporary easements, which may be needed during construction.

Preparation of these easement documents shall be included in Task 4. This includes surveying services, in the event that it becomes necessary, to field locate the proposed infrastructure, appurtenances, easement limits, etc., and any time required for meetings with property owners.

#### Task 4D: **Geotechnical Program**

CONSULTANT shall provide geotechnical consulting to prepare a geotechnical data report (GDR), which shall be issued with the construction bid documents. The CONSULTANT and the geotechnical professionals on the CONSULTANT's team shall mutually determine the parameters of a soil/rock boring program for the project areas, including prescribing the necessary tests and evaluating the resulting data. The geotechnical professionals on the team shall designate the location for each boring, be present when it is being drilled, and classify all samples. The geotechnical team members shall interpret the geotechnical data as necessary to support the alternatives evaluation and Project design. Such interpretation may include, but is not limited to, evaluation of the subsurface materials discovered, conditions which a construction contractor could expect to encounter, appropriate construction techniques, support requirements, slope stability analysis, and impact of surface and subsurface conditions on cost and risk. All reports shall be signed by a professional engineer registered in the State of Ohio.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

Under the supervision of the CONSULTANT, the geotechnical professionals shall coordinate the services to perform all soil borings, rock corings, and pavement corings (if needed), collect all soil and rock samples, install any necessary instrumentation, and provide all testing services required for the development of geotechnical reports as described herein. It is the responsibility of the CONSULTANT to ensure all affected parties are notified, secure any necessary permits prior to commencing work, fill all bore holes with grout upon completion of boring work, and restore each site to a condition equal to or better than that which was originally encountered.

Each boring location must be photographed prior to commencing boring activities and upon the completion of restoration of each site. Other geotechnical investigation specific photographs shall be taken, properly named, and incorporated into the geotechnical deliverables as necessary. Filled or final core boxes shall be photographed prior to removal from the boring site. Soil samples taken from the borings shall be properly stored and preserved to prevent or minimize moisture change until completion of all analysis. It will be the responsibility of the CONSULTANT to manage the physical storage of and to retain all soil and rock samples collected until completion of all analysis or as needed by CONSULTANT, at which time the CONSULTANT shall manage the proper disposal of all samples.

# Task 4D.1: Project Specific Boring Program

A geotechnical program shall be developed for the Project with a focus on obtaining data and information for the locations contained in the table below. The boring locations will be identified in the field using available natural landmarks or GPS coordinates. References to elevations or depths of various subsurface strata will be based on depths below existing grade at the time of drilling. During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions. Final depths of the borings may be extended or reduced depending on the subsurface materials identified during field activities. Depending on the quantity and rate of groundwater observed, installation of groundwater monitoring well(s) may be required. If deemed necessary, installation/removal costs for any monitoring wells will be authorized from Specific Allowance No. 1. Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will be responsible for full restoration of lawn and pavements areas if damaged as a result of drilling activity for any borings outside of the WWTP property line. The field crew will attempt to limit such damage. For borings within WWTP property, the field crew shall coordinate with WWTP personnel for containment and hauling of auger cuttings and drilling spoils but no restoration other than backfilling the borings is included. Excess auger cuttings and drilling spoils shall not be spread on the site.

The following table lists the proposed borings for the Project:

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

Boring No.	Depth	Type	Location	
B-01	30'	Soil/Rock	Screening Building	
B-02	30'	Soil	Screening Building	
B-03	15'	Soil	Conduits/Piping	
B-04	20'	Soil	HRT Effluent Pumping	
B-05	20'	Soil	HRT Effluent Pumping	
B-06	15'	Soil	Conduits/Piping	
B-07	20'	Soil/Rock	HRT Facility	
B-08	20'	Soil	HRT Facility	
B-09	20'	Soil	HRT Facility	
B-10	20'	Soil	HRT Facility	
B-11	20'	Soil	HRT Chemical Disinfection	
B-12	20'	Soil	HRT Chemical Disinfection	
B-13	15'	Soil Conduits/Piping		
B-14	15'	Soil	Conduits/Piping	
B-15	15'	Soil	Conduits/Piping	
B-16	15'	Soil	Conduits/Piping	
B-17	20'	Soil	Influent Pump Station (Alternate Boring A)	
B-18	20'	Soil	Mills St. CSO Regulator (Alternate Boring B)	

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

Anticipated Field Exploration Description			
Drilling Equipment	Truck-mounted drilling equipment		
Drilling Method	Hollow-Stem Auger		
Field Testing	Standard Penetration Testing (ASTM D1586)		
Sampling Procedure	Soils: ASTM D1587/1586		
Sampling Frequency	At 2.5-ft intervals to a depth of 10 ft, & at 5-ft intervals thereafter		
Groundwater Level Measurements	During and after drilling		
Boring Backfill Procedures	Soil cuttings		
Sample Preservation & Transportation Procedure	General accordance with ASTM D4220		

Representative soil samples obtained during the field exploration program will be transported to a laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

Laboratory Testing General Procedures				
Laboratory Test	ASTM Procedures	Laboratory Test	ASTM Procedures	
Visual Classification	ASTM D2488	Particle Size Analysis	ASTM D422	
Moisture Content	ASTM D2216	UC Test on Rock	ASTM D7012 "C"	

## Task 4D.2: Geotechnical Deliverables

A draft version of the GDR will be submitted at the completion of the drilling phase and will include all data obtained from the borings, wells, and testing. The GDR is to include all pertinent information regarding the borings, well installations, well monitoring, and testing information. In its final form, the GDR shall become part of the Contract Documents. The GDR will include the following items:

- General site development and subgrade preparation recommendations.
- Estimated potential soil movements associated with collapsing, shrinking and swelling soils and methods to reduce these movements to acceptable levels.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under the structures.
- Seismic design site classification per the International Building Code (2015);
- Recommendations for the selection, design, and construction of the foundation systems
  for the proposed structures, and recommendations for trench support, pipe bedding,
  dewatering and excavation procedures.

# Task 4E: HRT Process Piloting and Supplementary Sampling

Task 4E.1: *HRT Process Piloting* 

Pilot Study Work Plan and Design

CONSULTANT will collaborate with City in developing a Work Plan defining the design of experiment, specifying the analytical and field parameters, methods, sample hold times and locations, and number of samples to be collected during piloting. A draft Work Plan will be developed and delivered to the City for review.

CONSULTANT will assist the City to develop a plan of site modifications required to implement the pilot; this is anticipated to include limited civil site preparation and utility connections, electrical power, and supporting the City in developing monitoring and data management protocols for instrumentation on the pilot unit.

Full-Scale Pilot Testing Support and Evaluation of Data

CONSULTANT will provide pilot start-up and technical support. This includes performing operational reviews, reviewing data as sampling and analysis progress, and identifying and recommending modifications to the testing protocols, if necessary, to meet the objectives of the experiment. This task also includes facilitation of a summary presentation of the pilot

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

project. CONSULTANT assumes that the City will provide all required field and laboratory sampling, as well as analytical services to be outlined in the Work Plan.

Pilot Startup, Operation, and Decommissioning

With the assistance of the City O&M staff, Aqua-Aerobic will set-up the pilot system. The City will provide equipment and labor required to support for unloading, positioning, and installation of process equipment on site, as well as connection to utilities. The largest piece of equipment to handle will be the pilot unit (8.5'W x 10'L x 19' H) weighing approximately 6,000 lbs.

Upon completion of the piloting effort, Aqua-Aerobic, with the assistance of the City O&M staff, will decommission the pilot system. The City will provide equipment and labor required to support for tear-down, positioning, and loading, of process equipment on site, as well as disconnection of utilities. The same equipment recommended for setup is recommended for tear-down. Stantec will observe and support coordination of tear-down activities.

The City will provide O&M staff to support operations and maintenance for full duration of the study (maximum of 12 weeks). Stantec personnel will be responsible for data collection/record keeping, general observation during site visits, general coordination, sampling, and lab analysis coordination. The CONSULTANT assumes a maximum of 5 site visits during the pilot duration. The CONSULTANT will summarize the piloting data and performance results in a technical memorandum.

The pilot system will require power (480v, 3 phase, 70A), and effluent and waste drain locations. These utilities will be provided by the City.

## Task 4E.2: Supplementary Sampling

The city will collect additional CSO samples to develop diurnal profiles for flow and load constituents over the course of a storm event. Samples will be tested for TP, TSS, CBOD, ecoli, pH, ammonia, and mercury. The CONSULTANT shall receive and analyze this data for the purpose of specifying the HRT facility process requirements.

Costs for laboratory analysis are not included in this scope of work.

# Task 4F: **BioWin Modelling**

The intent of this subtask is to build and calibrate a process model in BioWin that reflects the actual performance of the existing facility and apply the calibrated model to evaluate the impact of the HRT facility on existing facility performance. The model will be calibrated to plant operational data in recent years. Additional special sampling and analysis will be conducted to provide key calibration data as needed. The calibrated model will then be utilized to evaluate the dynamic solids loading to the existing plant from the HRT facility, and its impact on the following existing treatment components: primary clarification, gravity thickening, and anaerobic digestion. The model evaluation will also be modified to for different conditions due to varying flow and load and operational adjustments.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

CONSULTANT will prepare a data request looking at the historical plant data for the past two (2) to five (5) years. Data collected will be used to support the development of the process model. Received data will be reviewed to identify potential data gaps. If necessary, a sampling program developed by the CONSULTANT will be performed to collect additional data that is critical for influent characterization and process model construction/calibration. The City will collect field samples and a third-party laboratory, contracted directly to the City, will analyze the samples. In addition to reviewing collected data, CONSULTANT will interview plant operators to better understand the reliability and quality of the data provided as well as to document operational comments and challenges in the process.

Data required from the City includes but is not limited to the following:

- Basis of Design / Design criteria for current plant operation
- Flow and loads projection (if available)
- Basis of Design (quantities, dimensions and sizes of process units)
- Historical plant operating data
  - o Flows (on both liquid and solids train)
  - Water quality parameters on raw influent and liquid process units (TSS, VSS, cBOD, COD, TKN, NH3-N, OP, TP, alkalinity, pH, etc.)
  - o Hourly diurnal influent solids loading data during dry and wet weather
  - o Water quality parameters on solids process units (TSS, VSS, alkalinity, pH, etc.)
  - o Temperature
  - Recycle flows and characteristics at hourly intervals during dry and wet weather
  - Wet weather SOP
  - o Major operational challenge (if applicable)

Historical plant data will be screened and analyzed to provide annual average, max monthly, and max weekly flow and loads for the existing conditions. Data sets suitable for model calibration and validation will also be identified.

A partial-plant process model will be developed to include primary settling tanks, aerated grit tanks, and solids process trains of the existing WWTP using BioWin. The layout and configuration of the process model will be developed based on information from available PFD, design reports, record drawings, and facility operation and maintenance data.

The influent characterization will be determined based on plant data and previous special sampling data if available. Additional sampling and analysis will be conducted to provide key calibration data as needed. The historic plant operation and performance data, and other data obtained will be used to calibrate the process model. Another set of independent data will be used to validate the model.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

The influent fractions, stoichiometric, and kinetic parameters calibrated and validated in the model will remain unchanged when the model is utilized for scenario simulations. However, if the projected future flow has different solids characteristics, the influent fractions will have to be adjusted accordingly.

A technical memorandum will be developed and will include data analysis, model development, calibration and validation process, modeling scenarios and results, conclusions and recommendations of any process issues that will need to be addressed.

## TASK 5: DESIGN

The CONSULTANT shall develop drawings and specifications and integrate the City's standard Front End Specifications and Bid Booklet for the Project to produce construction bid documents suitable for competitive bidding purposes to produce a quality, cost-effective project. The drawings will indicate the layout, plans, sections, and details of the Project. All specifications shall be prepared with the CSI 49 Division Master Format 2010 or more current version. All drawings shall be prepared using AutoCAD or Revit. Files shall be submitted in AutoCAD version 2019. All Engineer's Opinion of Probable Construction Costs shall be prepared for each design submittal milestone as specified in this Task. All construction cost estimates shall be prepared in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.

All Task 5 deliverables shall be submitted as described above and in the following quantities unless otherwise noted.

- 3 half size hard copy of drawings, bound and indexed appropriately
- 1 hard copy of technical specifications, including Bid Booklet and Division 1, bound and indexed appropriately.
- 1 electronic copy in PDF format

The CONSULTANT has assumed that the following number of drawings will be required by discipline:

General	6
Civil	25
Process Mech	55
Structural	49
HVAC	12
Plumbing	12
Architectural	28
Electrical	51
I&C	25
Total	263

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

# Task 5A: **50% Design**

The 50% design submittal is a detailed presentation of the design configurations and parameters established during Pre-Design as modified to reflect advancement of the design and incorporation of comments. The 50% submittal shall include, at a minimum, the following:

- 1. Drawings
  - a) Title Sheet, Sheet Index, General and specific notes as appropriate.
  - b) Plan and section drawings; drawings shall illustrate the complete complement of facilities included in the Project (both rehabilitated and new), including all dimensions, abbreviations, nomenclature, legends, general notes, and discipline related notes.
  - c) Equipment to be incorporated in the design shall be identified and data entered in the Project equipment list developed by the CONSULTANT and shall include an equipment tag naming sequence reviewed and approved by the City.
  - d) Plan and section views of process, improvements, etc. and other flow structures, including at a minimum the configuration of all components, all exterior and interior dimensions, flow channels, orifices, access openings, etc.
  - e) Existing utilities and preliminary concepts for any necessary utility support and/or relocation.
- f) Site plans and preliminary restoration plans

  2. Specifications
  - a) Draft list of Bid Items
  - b) Draft technical specifications tailored to Project.
  - c) Draft measurement and payment section.
  - d) Draft constraints section.
- 3. Permit Applications, and necessary supporting documentation.
- 4. Coordination with Other Entities. The CONSULTANT shall provide support and tracking of coordination with other agencies and utilities. Provide assistance with early design coordination including, but not limited to, Ohio Environmental Protection Agency, local utilities, City of Sandusky Division of Recreation, and Erie County (upon request).
- 5. Draft Construction Schedule, including preliminary sequence of construction for maintaining operations during construction.
- 6. Revised Preliminary Design Report (PDR) reflecting the most current design
- 7. Collection system and WWTP hydraulic model runs and updates to confirm anticipated CSO activations and hydraulics elevations through the WWTP.
- 8. Engineer's Opinion of Probable Construction Cost (EOPCC): Prepare a Class 3 construction cost estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.
- 9. P&IDs showing all mechanical equipment, process piping and instrumentation.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

- 10. Draft equipment schedules
- 11. Proposed panel layout and wiring drawings.
- 12. Preliminary description of operating strategies and control for any equipment to be used for PLC, OIT and HMI programming by CONSULTANT.

# 13. Constructability Presentation:

During one of the regularly scheduled progress meetings, the CONSULTANT shall meet with the City to discuss considerations including but not limited to constructability and coordination of items associated with the project elements, a critical path project schedule, present value life cycle costs for proposed improvements, proposed temporary facilities (if any) and their cost and impacts, and operation and maintenance needs during construction. This presentation will include reviews of the anticipated means and methods for construction, staging area and access requirements, risk mitigation based on risks identified in the risk register, and approaches for construction of the Project while keeping existing necessary processes and equipment operating during construction.

# 14. 50% Design Review:

The CONSULTANT will organize and lead a 50% Design Review during one of the regularly scheduled Progress Meetings to present the design and to receive and discuss comments regarding the design. The City will then provide review comments to the CONSULTANT within two weeks of CONSULTANT's delivery of the design submittal documents.

## Task 5B: **90% Design**

The 90% percent design submittal serves as the pre-final design submittal including all design disciplines and facility components and considering all comments and decisions made during the previous submittal reviews and meetings. The 90% submittal shall include, at a minimum, the requirements of all previous design submittals and the following:

- Complete set of Contract Drawings including title sheet. The design shall be substantially complete for this submittal. Interdisciplinary reviews shall be substantially completed before the submittal is made. The drawings and specifications are essentially ready for bidding without a final in-house QA/QC check. The Bid Booklet, the Front End and Division 1 General Requirements shall be included with the bid package.
- 2. Final versions of all technical specifications.
- 3. Final GDR to be incorporated into the project specifications
- 4. Final Preliminary Design Report (PDR).
- 5. Updated Construction Schedule and revised sequence of construction for maintaining operations during construction.

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

- 6. Final permit applications.
- 7. Final Collection system and WWTP hydraulic model runs and updates to confirm anticipated CSO activations and hydraulics elevations through the WWTP.
- 8. Final description of control for any equipment to be used for PLC programming.
- 9. Engineer's Opinion of Probable Construction Cost (EOPCC): Prepare a Class 2 Construction Cost Estimate in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97.
- 10. Final equipment schedules
- 11. Final panel layout and wiring drawings.
- 12. 90% Design review:

The CONSULTANT will organize and lead a 90% Design Review during one of the regularly scheduled Progress Meetings to present the design and to receive and discuss comments regarding the design. The City will then provide review comments to the CONSULTANT within two weeks of CONSULTANT's delivery of the design submittal documents.

Task 5C: Final Design

The final design will be represented in the documents to be used for bidding purposes. This includes final drawings, specifications, cost estimates, and project schedules. Prior to submitting the Final Design Submittal, the CONSULTANT shall meet with the City to review the final design contract documents. It is the CONSULTANT's responsibility to document that all previous comments have been addressed and that the CONSULTANT provided and documented that suitable inter and intra discipline reviews were completed.

The Final design submittal shall include, at a minimum, the following:

- All drawings.
- All technical specifications
- Final Engineer's Opinion of Probable Construction Cost
- Final GDR
- Summary of all permits and approvals for the Project
- Bidding documents

In addition to the electronic and hard copy deliverables noted above, the CONSULTANT shall supply one signed and sealed full size set of printed plans at the final design phase, as well as electronic deliverables in their native file format (AutoCAD, Revit, Microsoft Word, Excel, etc.).

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

## TASK 6: BIDDING

The CONSULTANT shall provide Contract Documents for bidding purposes and for distribution by the City to interested parties including the City's staff. The CONSULTANT shall provide one (1) electronic PDF copy (front end documents, specifications, bid booklet, full size drawings, half size drawings, and any other supplemental documents).

# Task 6A: **Pre-Bid Meeting**

The CONSULTANT shall develop the following items:

- Develop an agenda and presentation for the Pre-Bid Meeting,
- Attend and participate in the Pre-Bid Meeting, and
- Assist in preparation of minutes of the Pre-Bid Meeting, which will be included in the first addendum.

## Task 6B: **Addenda**

The CONSULTANT shall assist the City in the preparation and issuance of addenda during the bid phase. Addenda shall be prepared as approved by the City. The CONSULTANT has assumed a maximum of three addenda will be required during the bidding phase.

In general, the following procedures should be followed when portions of the Specifications or Drawings are being altered by addenda:

- Changes to pages or sections of Specifications or the Bid Booklet Each page affected
  by the addenda shall use a red-line and strike-out method to indicate where changes are
  made and should be footnoted to indicate Addenda number and date; or, as approved by
  the City.
- Drawings Each drawing affected by addenda shall be updated to show the changes and a revision cloud shall be placed around the changes. A triangle, with corresponding addendum number inside, shall be placed next to the change. CONSULTANT shall utilize the standard drawing border area for comments or remarks box to designate the addenda change.

## Task 6C: Bid Evaluation & Recommendation

The CONSULTANT shall analyze bids and provide a letter of recommendation for award of the construction contract. At a minimum, the following should be provided:

Review of the Purchasing Bid tabulation and recommendation
 Review of any minimum qualifications or requirements specified in the Contract
 Documents to be provided at the time of bid

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

## TASK 7: ADDITIONAL SERVICES (ALLOWANCES)

The City may require additional services from the CONSULTANT for items not specifically included in the aforementioned tasks. These services may consist of, but not be limited to, additional investigative and/or design services.

The funds associated with specific allowances may only be used following written authorization from the City. The following Additional Services may be authorized as part of this Project:

# Task 7A: Specific Allowance No. 1: Additional Field Investigation and Permitting

This allowance is intended primarily to be used to compensate CONSULTANT for additional field investigations to support modifications to the design should significant deviations be required or requested beyond those determined during preliminary design phase of the project.

Services include but are not limited to geotechnical borings (including corresponding lab testing, incorporation of geotechnical data and analysis into the project geotechnical reports and other contract documents), topographic survey, Subsurface Utility Exploration (SUE) and condition assessment.

Furthermore, this allowance can be used to cover the cost of permitting and review fees including the Ohio EPA's review fee for the Permit to Install (PTI).

# Task 7B: Specific Allowance No. 2: Existing UV System Upgrades

This allowance is intended primarily to be used to compensate CONSULTANT for design and bidding services to replace the City's existing UV disinfection equipment. The CONSULTANT will develop drawings, technical specifications, a bid booklet, and front-end documents (including Instructions to Bidders, General Terms and Conditions, Special Conditions, and Agreement) for the UV replacement to produce construction documents suitable for bidding purposes. The drawings will indicate the layout, plans, sections, and details of the project. All specifications shall be prepared with the CSI 49 Division Master Format 2010 or more current version. All drawings shall be prepared using AutoCAD or Revit. Files shall be submitted in AutoCAD version 2019.

Design work covered under this Specific Allowance shall be submitted in three phases—50% Design, 90% Design and Final Design.

All Specific Allowance No. 2 deliverables shall be submitted as described above and in the following quantities unless otherwise noted.

- 1 half size hard copy of drawings, bound and indexed appropriately
- 1 hard copy of technical specifications, including Bid Booklet and Division 1, bound and indexed appropriately.
- 1 electronic copy in PDF format

Deliverables shall include:

# SCOPE OF SERVICES FOR MILLS STREET 16 MGD HIGH RATE TREATMENT ENGINEERING DETAILED DESIGN AND BIDDING SERVICES

- Drawings
- Technical Specifications
- Bid Booklet and Front-End Specifications
- A technical memorandum detailing the basis of design for the new UV equipment
- Construction schedule, including preliminary sequence of construction for maintaining operations during construction, as well as constructability.
- A list of required permits
- Engineer's Opinion of Probable Construction Cost (EOPCC). All Engineer's Opinion of Probable Construction Costs shall be prepared for each design submittal milestone as specified in this Task. All construction cost estimates shall be prepared in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice 18R-97

The CONSULTANT has assumed that the following number of drawings will be required by discipline:

E	General Civil Process Mech	3005	ΙT	"A"
	Structural	5		
	HVAC	0		
	Plumbing	0		
	Architectural	0		
	Electrical	7		
	I&C	5		
	Total	25		

It is assumed that the design work for this specific allowance covers replacement of UV equipment only, and that replacement of ancillary systems such as valves, gates and piping is not required. The CONSULTANT will evaluate potential UV manufacturers and recommend a manufacturer for the basis of design for this project, in an effort to standardize UV equipment with the HRT facility.





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

To: Eric Wobser, City Manager

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

Date: March 2, 2022

Subject: Commission Agenda Item – Award a contract to Underground Utilities, Inc. of

Monroeville, Ohio for the Meigs Street Reconstruction & Multi-use Path Project (ERI-

CR505-0.00 Meigs St.; PID No. 105033)

<u>ITEM FOR CONSIDERATION:</u> Legislation to award a contract to Underground Utilities Inc. (UUI) of Monroeville, Ohio for the Meigs Street Reconstruction and Multi-Use Path project.

**BACKGROUND INFORMATION:** Staff presented legislation at the January 10, 2022, City Commission meeting requesting permission to bid the Meigs Street Reconstruction & Multi-use Path Project (Resolution 006-22R). The project includes federal funds through the Erie County MPO for the reconstruction of the concrete portion (Water to Washington Streets), resurfacing of the asphalt portion (Washington to First Streets) and extending the Sandusky Bay Pathway from Water to Sycamore Streets.

Final project design and development was performed by Mannik Smith Group, which consists of full depth reconstruction of *Meigs Street between Washington and Water Streets*, this includes new asphalt roadway, curb replacement, drive approaches, water line replacement, installation of a dedicated Storm sewer to help with reducing combined sewer overflows and several water quality features to help reduce runoff volume and control sediment. In addition, *Meigs Street from Washington to First Streets* will see roadway resurfacing, as well as a new 10' asphalt multi-use path along the *East side of Meigs Street from Water to Sycamore Streets*, the multi-use path will replace the sidewalk on this side of the roadway. There will be ADA upgrades to sidewalks at intersection ramps, as well as, sporadic sidewalk replacement on the West side of the street.

The following bids were received on Friday, February 18, 2022, at a formal bid opening:

Underground Utilities, Inc. Base +Alternate 1 Bid: \$1,808,334.80

Monroeville, OH Bond: 100%

Great Lakes Demolition Co. Base +Alternate 1 Bid: \$2,040,191.95

Vickery, OH Bond: 100%

Speer Bros., Inc. Base +Alternate 1 Bid: \$1,927,335.60

Sandusky, OH Bond: 100%

After review of the bids, Underground Utilities, Inc. provided a complete bid at lowest and best, as well as, they are a reputable general contractor, specializing in underground utility work. City staff has rapport working with this contractor, most recently on the Gartland Avenue Reconstruction project and the East End Sewer Improvement project. Furthermore, staff is recommending a contract be approved as the bid amount came in under the Engineer's Estimate of \$1,959,804.83.

**BUDGETARY INFORMATION:** The total construction cost shall not exceed \$1,808,344.80, with \$829,823.84 being paid for by ODOT directly to the contractor, \$179,807.96 out of the Street Account (Issue 8), \$500,562.00 out of the Water Funds, and \$298,151.00 out of the Sanitary Funds.

Fund Name	Cost Per	
ODOT	\$829,823.84	45%
Issue 8 (Street)	\$179,807.96	11%
Water Fund	\$500,562.00	28%
Sewer Fund	\$298,151.00	16%
Total	\$1,808,344.80	100%

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing a contract to Underground Utilities, Inc. of Monroeville, Ohio for the Meigs Street Reconstruction & Multi-use Path project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contract to be executed prior to the ODOT contract agreement deadline of March 18, 2022, and further allow the contractor to begin ordering materials and supplies that currently have long lead times for manufacturing.

I concur with this recommendation	ı:
Eric Wobser	Aaron M. Klein, P.E.
City Manager	Director

cc: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

# **CERTIFICATE OF FUNDS**

In the Matter of: Underground Utilities -Meigs Street Reconstruction Project

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

Account #431-6870-55990, 431-6200-55990, 612-6870-55990, 613-6870-55990

Bv:

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE</b>	NO.		

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Meigs Street Reconstruction & Multi-Use Path Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 056-16R, passed on September 26, 2016; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Meigs Street Reconstruction & Multi-Use Path Project by Resolution No. 006-22R, passed on January 10, 2022; and

WHEREAS, the Meigs Street Reconstruction & Multi-Use Path Project will provide for reconstruction of the concrete portion of Meigs Street between Water Street and Washington Street, resurfacing of the asphalt portion of Meigs Street between Washington Street and First Street, and includes extending the Sandusky Bay Pathway from Water Street to Sycamore Street; and

**WHEREAS**, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from Underground Utilities, Inc. of Monroeville, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project is \$1,808,334.80 of which \$829,823.84 will be paid directly by ODOT to the contractor, \$179,807.96 paid with Issue 8 Street Funds, \$500,562.00 with Water Funds, and \$298,151.00 with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contract to be executed prior to the ODOT contract agreement deadline of March 18, 2022, and further allow the contractor to begin ordering materials and supplies that currently have long lead times for manufacturing; 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:

PAGE 2 - ORDINANCE NO.

Section 1. The City Manager is authorized and directed to enter into a

contract with Underground Utilities, Inc. of Monroeville, Ohio, for the Meigs

Street Reconstruction & Multi-Use Path Project (PID #105033), in an amount not

to exceed One Million Eight Hundred Eight Thousand Three Hundred Thirty Four

and 80/100 Dollars (\$1,808,334.80) consistent with the bid submitted by

Underground Utilities, Inc. of Monroeville, Ohio, currently on file in the office of

the Director of Public Works.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

# **DEPARTMENT OF PUBLIC WORKS**



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

To: Eric Wobser, City Manager

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

Date: March 2, 2022

Subject: Commission Agenda Item- Contract Administration and Inspection Services for the

Meigs Street Reconstruction & Multi-use Path Project (ERI-CR505-0.00 Meigs St.; PID

No. 105033)

<u>ITEM FOR CONSIDERATION:</u> Legislation for approval to enter into a professional services agreement for contract administration and inspection services with K.E. McCartney & Associates, Inc. of Mansfield, OH, for the Meigs Street Reconstruction & Multi-use Path Project.

<u>BACKGROUND INFORMATION</u>: The Public Works Department is requesting approval to award the construction contract to Underground Utilities, Inc., in companion legislation presented to City Commission. It is necessary to contract with an outside consultant due to the requirements placed on the contractor and the Local Planning Authority (LPA) when federal funding is incorporated into a project through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO).

The main purpose of the consultant will be to perform submittal reviews, complete all City paperwork associated with typical ODOT LPA projects, guide the contractor in complying with ODOT requirements, perform DBE documentation, offer third-party opinions related to construction engineering, review change order requests, have personnel onsite daily to create daily reports and review materials delivered to the site for compatibility with plans and specifications.

The City of Sandusky accepted Statements of Qualifications to obtain contract administration and inspection services for the project on January 13, 2022. K.E. McCartney & Associates, Inc. was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Ten engineering firms submitted qualifications and based on the firm's relevant experience on ODOT projects, ability to perform, personnel experience and overall project scope K.E. McCartney & Associates, Inc. was determined to be the most qualified firm.

**<u>BUDGETARY INFORMATION:</u>** The cost for contract administration and inspection services shall not exceed \$180,587.00 and will be split as follows:

Fund Name	Cost	Percentage
Issue 8 (Street)	\$101,128.72	56%
Water Fund	\$50,564.36	28%
Sewer Fund	\$28,893.92	16%
Total	\$180,587.00	100%

ACTION REQUESTED: It is recommended that a professional services agreement with K.E. McCartney & Associates, Inc. for contract administration and inspection services for the Meigs Street Reconstruction and Multi-use Path be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for the agreement to be executed so that the consultant can get started with the contract administration and inspection services for the construction project that is to begin in the Spring.

I concur with this recommendation:			
Eric Wobser	Aaron Klein, P.E.		
City Manager	Director		

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

# **CERTIFICATE OF FUNDS**

In the Matter of: KE McCartney - Meigs Street Reconstruction Inspection

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

Account #431-6200-55990, 612-6870-55990, 613-6870-55990

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE NO</b>	•

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH K.E. MCCARTNEY & ASSOCIATES, INC., OF MANSFIELD, OHIO, FOR CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Meigs Street Reconstruction & Multi-Use Path Project by Resolution No. 006-22R, passed on January 10, 2022; and

WHEREAS, the Meigs Street Reconstruction & Multi-Use Path Project will provide for reconstruction of the concrete portion of Meigs Street between Water Street and Washington Street, resurfacing of the asphalt portion of Meigs Street between Washington Street and First Street, and includes extending the Sandusky Bay Pathway from Water Street to Sycamore Street; and

WHEREAS, K.E. McCartney & Associates, Inc. will be providing project contract administration and inspection services for the Meigs Street Reconstruction & Multi-Use Path and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City, ten (10) engineering firms submitted Statements of Qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope, K.E. McCartney & Associates, Inc. was determined to be the most qualified; and

**WHEREAS**, the cost for contract administration and inspection services is \$180,587.00 of which \$101,128.72 will be paid with Issue 8 Street Funds, \$50,564.36 will be paid with Water Funds, and \$28,893.92 will be paid with Sewer Funds;

**WHEREAS**, approval is being requested in companion legislation to award a construction contract to Utilites, Inc. of Monroeville, Ohio, for the Meigs Street Reconstruction & Multi-Use Path 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 so the consultant can begin the contract administration and inspection services for the construction project that is to begin in the spring; 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,

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an

Agreement for Professional Services with K.E. McCartney & Associates, Inc., of

Mansfield, Ohio, for contract administration and inspection services for the Meigs

Street Reconstruction & Multi-Use Path Project (ERI-CR505-0.00 Meigs St.: PID No.

105033), substantially in the same form as attached to this Ordinance, marked

Exhibit "1", and specifically incorporated as if fully rewritten herein, together with

any revisions or additions as are approved by the Law Director as not being

substantially adverse to the City and consistent with carrying out the terms of this

Ordinance, at an amount not to exceed One Hundred Eighty Thousand Five

Hundred Eighty Seven and 00/100 Dollars (\$180,587.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of \_\_\_\_\_\_\_, 2022, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and K.E. McCartney & Associates (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name: Contract Administration & Inspection Services

Meigs St Reconstruction & Multi-use Path

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

Address: Department of Public Works

City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:

Contact:
Address:

K.E. McCartney & Associates
Brian P. Sarratore
52 N. Diamond Street
Mansfield, OH 44902

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional services for the Project;

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

# ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

## 1.1. Architect/Engineer's Services

1.1.1. <u>Scope of Services</u>; <u>Applicable Law</u>. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

- 1.1.2. <u>Timeliness</u>; <u>Standard of Care</u>. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3. <u>Non-Discrimination</u>. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.
- 1.1.5. <u>Ethics Laws</u>. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.6. <u>Limitation of Authority</u>. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

#### ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

## 2.1. General

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

## ARTICLE 3. ADDITIONAL SERVICES

## 3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

## ARTICLE 4. RESPONSIBILITIES OF THE CITY

- **4.1. Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.
- **4.2.** <u>Instructions to Contractors.</u> All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.
- **4.3.** City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.
- **4.4.** <u>Authorized Representative</u>. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.
- **4.5.** <u>Notice to Architect/Engineer.</u> If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.
- **4.6.** <u>Legal Representation.</u> The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

## **ARTICLE 5. COMPENSATION**

## **5.1.** Direct Personnel Expense

- 5.1.1. <u>Definition</u>. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.
- 5.1.2. <u>Records</u>. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. <u>Limit</u>. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

# 5.2. Reimbursable Expenses

- 5.2.1. <u>Definition</u>. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.
- 5.2.2. <u>Limits</u>. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

# 5.3. <u>Basis of Compensation</u>

- 5.3.1. <u>Basic Fee</u>. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$180,587.00 (one hundred eighty thousand five hundred eighty-seven dollars and zero cents). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.2. <u>Additional Fees</u>. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 5.3.4. <u>Total Compensation</u>. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

## 5.4. Method and Terms of Payment

5.4.1. <u>Basic Fee</u>. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

- 5.4.2. <u>Additional Fees, Reimbursable Expenses</u>. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.
- 5.4.3. <u>Payments by Architect/Engineer</u>. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

# ARTICLE 6. INSURANCE AND INDEMNIFICATION 6.1. Insurance

- 6.1.1. <u>Casualty Insurance</u>. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
  - a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
  - b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
    - i. General Aggregate Limit: \$2,000,000
    - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
  - c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.
- 6.1.2. <u>Professional Liability Insurance</u>. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon

written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

## **6.2.** Indemnification

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

## ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

- **7.2.** Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.
- **7.3.** Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.
- 7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.
- 7.5. Appeal to City Manager. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.
- **7.6.** <u>Delegation</u>. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.
- **7.7.** Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

## ARTICLE 8. TERMINATION AND REMEDIES

## **8.1.** Termination of Agreement

8.1.1. <u>Means of Termination</u>. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-

payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

- 8.1.2. <u>Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer</u>. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4. <u>Architect/Engineer's Remedies Upon Termination by Mutual Consent.</u> In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5. <u>Post-Termination Matters</u>. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

## 8.2. Remedies

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

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

## ARTICLE 9. MISCELLANEOUS PROVISIONS

## 9.1. Ownership and Use of Documents

- 9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.
- 9.1.2. <u>Architect/Engineer's Intellectual Property.</u> All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.
- **9.2.** Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- **9.3.** Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.
- **9.4.** Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

## 9.5. Extent of Agreement

- 9.5.1. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2. <u>Amendments</u>. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.
- 9.5.3. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.
- 9.5.5. <u>Conditions to Validity</u>. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

## 9.6. Governing Law

- 9.6.1. <u>Law of Ohio</u>. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2. <u>Capitalized Terms.</u> Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

## 9.7. Notices

- 9.7.1. <u>Addresses</u>. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.
- 9.7.2. <u>Facsimiles</u>. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer then ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.
- 9.7.3. <u>Emergencies</u>. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

- 9.7.4. <u>Change of Address</u>. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.
- **9.8.** Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- **9.9.** <u>Independent Contractor</u>. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.



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

	K.E. McCartney & Associates
	By:
	By:
	CITY OF SANDUSKY, OHIO
	By: Eric L. Wobser City Manager
APPROVAL: EXF	HBIT "1"
The legal form and correctness of th instrument is hereby approved.	ne within
Brendan Heil Law Director	

## CERTIFICATE OF FUNDS

In the matter of:

Contract Administration and Inspection Services Meigs St Reconstruction & Multi-use Path

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

Dated:	, 2022

EXH	CITY OF SANDUSKY, OHIO	1	

ву:	
	Michelle Reeder, CPA
	Finance Director

Account Number	Not to Exceed Amount



February 23, 2022

Joshua R. Snyder, P.E. Public Works Engineer City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Re: Proposal for Construction Administration

ERI-CR505-0.00 Meigs St

PID No. 105033

Dear Mr. Snyder:

Enclosed, please find the proposal to provide Construction Contract Administration and Inspection Services for the above referenced project. The proposal was prepared in accordance with ODOT requirements for submittal on LPA Local Let Projects and includes the following:

Scope of Services and Compensation

ODOT's Fixed Fee per Hour Calculations

Copies of Professional Liability Insurance, Vehicle Insurance, and BWC Certificates

Attachment 2 for Direct Payment by ODOT

KEM proposes to provide Construction Engineering Services per the attached "Exhibit A", invoiced on an hourly rate basis as required. The specific needs for this project will vary depending on the contractor's schedule, critical items of work and weather conditions.

Upon approval by the City of Sandusky, the proposal should be submitted to ODOT so they can prepare the formal agreement.

K.E. McCartney & Associates, Inc. appreciates the opportunity to be considered for providing services to the City of Sandusky and we look forward to working with you and your staff on this project. If there are any questions or further information is required, please give me a call.

Sincerely,

K.E. McCARTNEY & ASSOCIATES, INC.

Brian P. Sarratore

Construction Services Manager

**Enclosures** 



# Scope of Services and Compensation ERI-CR505-0.00 Meigs St PID No. 105033

# A. Duties and Responsibilities

K.E. McCartney & Associates, Inc. (ENGINEER) shall provide project coordination, construction administration and inspection services and shall serve as the City of Sandusky's (CITY) liaison with the Contractors and assist them in understanding the detailed scope and intent of the Contract Documents. The ENGINEER shall provide an experienced licensed professional engineer to oversee all construction activities for the Project. The ENGINEER shall comply with all ODOT Local Let requirements related to construction contract administration activities.

## **B.** Construction Administration Phase

The ENGINEER will coordinate and conduct the Pre-Construction meeting.

The ENGINEER will respond to all Requests for Information submitted by the Contractor or CITY during construction.

The ENGINEER will schedule and conduct regular progress meetings.

The ENGINEER will be responsible for tracking the work schedule and updates.

The ENGINEER shall act as a liaison between the CITY and the Contractor.

The ENGINEER will assist the CITY in the review and negotiation of Contractor change order requests.

The ENGINEER will provide administrative support for the resident project engineer and field personnel. Clerical support is also to be provided for the field staff for the preparation of reports and other project documentation.

The ENGINEER shall supply experienced technicians to perform site inspection. These technicians shall work under the direct supervision of the registered professional engineer described above.

The ENGINEER shall perform all functions of Prevailing Wage, EEO and DBE Compliance for the CITY. The ENGINEER shall perform, and record prevailing wage interviews as required. Violations and/or discrepancies to be resolved prior to project closeout.

The ENGINEER shall transmit to the Contractor all clarifications and modifications to the Contract Documents as directed by the CITY.

The ENGINEER shall transmit the CITY all reasonable requests for modifications to the Contract Documents from the Contractor.

The ENGINEER shall provide assistance to the CITY in coordinating and communicating the work with affected property owners.

## C. Resident Inspector Phase

## Construction Inspection

The ENGINEER'S Inspector(s) shall be present during all critical on-site activities by the Contractor and conduct observations of the work in progress to determine compliance with contract requirements.

The ENGINEER'S Inspector shall be present during and shall verify results for all field quality control tests required by the Contract. The ENGINEER'S Inspector will verify that the Contractor is maintaining adequate records.

The ENGINEER'S Inspector shall attend all pre-construction, construction progress, post construction and other meetings between the CITY and the Contractor.

# <u>Reports</u>

The ENGINEER shall furnish the CITY detailed and legible written and verbal daily reports detailing the progress of the work, tabulated quantity expenditures, commentary on quality control events, progress on the construction schedule, contacts with members of the public, all test data, and any other comments relative to the project.

The ENGINEER shall notify the CITY of proposed non-routine test, inspections, or major phases of work.

The ENGINEER'S Inspectors shall submit all reports on standard forms accepted by the CITY and ODOT.

The ENGINEER shall call to the attention of the Contractor any and all deviations from the Contract Documents, any shortcomings in maintenance of traffic or any unnecessary inconveniences imposed on access to private properties. Any lack of corrective action or lack of cooperation shall immediately be referred to the CITY for further action.

The ENGINEER shall reject non-specified materials, either during the submittal phase, or as they arrive at the project site.

The ENGINEER shall determine the accuracy of Contractor pay requests and resolve discrepancies with the Contractor as an agent of the CITY. Pay requests shall then be forwarded to the CITY with recommendations, resulting tabulated item balances, work completed, and

materials and equipment delivered to the site but not incorporated in the work. All pay requests will be reviewed by the CITY, in correlation with the daily reports, prior to processing. All pay requests disputes between the ENGINEER and the Contractor will be resolved by the CITY.

#### **Testing**

The ENGINEER shall provide field quality control construction testing services of Contractorplaced materials in compliance with Contract and ODOT requirements.

#### Project Completion

The ENGINEER shall submit to the Contractor and the CITY a list of observed deficiency items that require correction.

The ENGINEER shall conduct inspections with the CITY and Contractor after the Contractor has addressed the deficiency list and prepares a new list of deficiencies, if needed.

The ENGINEER shall verify all contract items have been completed and make acceptance recommendations to the CITY.

The ENGINEER shall provide all required Contract Administration and supervision of the performance of its on-site personnel and shall insure that the requirements of the contract are fulfilled. The ENGINEER'S Project Manager shall be the point of contact for the CITY in regard to Contract performance and administration and shall act in a general consulting capacity to the CITY with regard to constructability issues.

The ENGINEER shall prepare all closeout documentation and files required by ODOT, including review of those files with ODOT representatives. The ENGINEER shall maintain a set of updated as-built drawings and submit drawings to the CITY upon completion of the project.

The authority of the ENGINEER shall have the following limitations, except as duly authorized in writing by the CITY and agreed upon by the ENGINEER:

- Deviations from the Contract Documents and any changes in materials or equipment shall not be authorized.
- The ENGINEER will not perform any function that is the responsibility of the Contractor or any of the Contractor's suppliers or sub-contractors.
- No directives shall be expressed to the Contractor as to the means, methods, techniques, sequences, or procedures of construction outside of those detailed in the contract documents or as directed by the CITY.
- No directives shall be expressed as the Contractor's safety programs or procedures.
- The ENGINEER shall not be liable for defective work, acts of omission or operating procedures of the Contractor.

#### D. Compensation

- 1. Professional services will be provided on an hourly rate basis, per the attached ODOT Hourly Rate Calculation Schedule.
- 2. Vehicle reimbursement will be at the daily rate of \$49.00 for company owned vehicles and at 0.52 per mile for employee-owned vehicles.
- 3. Concrete Control Kit reimbursement will be at the daily rate of \$15.00.
- 4. Subconsultant costs will be invoiced at actual costs.
- 5. KEM anticipates utilizing Geo-Sci, Inc. for material testing services related to compaction, asphalt, and concrete lab testing.
- 6. KEM can provide necessary services immediately upon authorization to proceed.
- 7. The maximum prime compensation shall not exceed \$180,587.00. All costs shall be included in the prime compensation.



Brian P. Sarratore

Construction Services Manager

APPROVED BY: City of Sandusky



#### Cost Proposal Breakdown

Construction Management and Inspection Services Contract Duration = 9 Months

Est. Start Date: 2/1/2022 Completion: 10/28/2022

ERI-CR505-0.00 Meigs St City of Sandusky PID No. 105033

Labor	i	Estimated Hours	;
<u>Task</u>	Proj. Mgr.	Proj. Eng.	<u>R.P.R.</u>
Pre Construction Meeting	4.0	4.0	
Scheduling	8.0		
Project Updates for City	40.0		
Shop Drawing & Materials Review	16.0	24.0	
Const. Progress Meetings	32.0		18.0
Progress Payments	16.0_	24.0_	
On Site Inspection \ Coordination	40.0	390.0	960.0
On Site Testing	"	8.0	8.0
Certified Payrolls\ DBE \ EEO (Wage Interviews)	16.0	16.0	8.0
Reports & Records	4.0	4.0	
Project Closeout \ Internal Audit	16.0	24.0	
ODOT Audits (Interim & Final)	4.0	4.0	
Post Construction Finalization	4.0	4.0	
Total Hours	200.0	502.0	994.0
Avg Hourly Rate	\$ 140.00	\$ 108.00	\$ 89.00
Sub Total - Labor	\$ 28,000.00	\$ 54,216.00	\$ 88,466.00
		Total - Labor	\$ 170,682.00

Remarks: Labor Rates include allowable overhead and net fee per attached breakdown.

#### Reimbursables

Testing \	Subconsultants:
-----------	-----------------

resting /	disconstituitis.		
	Asphalt Testing per 448	\$	1,500.00
	Geotech Compaction Testing	\$	725.00
	Concrete Control Testing Equipment - 5 Days @ \$15/day	\$	75.00
	Concrete Cylinders - 15 Cylinders @ \$15/per break	\$	225.00
		Sub Total - Testing \$	2,525.00
Vehicles:	Vehicle for R.P.R. & Project Engineer @ \$49.00/day	140 \$	6,860.00
	Estimated Mileage for Proj. Mgr. & Proj. Eng. at current	1,000 \$	520.00
	O.D.O.T allowable rate of \$0.52/mile	-7	

Total - Reimbursables \$ 9,905.00

Grand Total \$ 180,587.00



## Fixed Fee per Hour by Employee

ODOT Agreement Number:	
C-R-S:	ERI-CR505-0.00
Firm Name:	K.E. McCartney & Associates, Inc.

Employee Name	<u>Hour</u>	ly Fixed Fee	Group
TBD	\$	4.52	2
847	\$	8.39	5
1052	\$	9.68	6
1270	\$	9.68	6
2700	\$	12.26	8
34	\$	13.55	9

## EXHIBIT "A"

## **Hourly Rate Calculations**

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.:

C-R-S:

Firm Name:

ERI-CR505-0.00
K.E.McCartney & Assoc., Inc.

Company Overhead: 158.08%

Average Overhead: 158.08%

Cost of Money: Net Fee %:

0.66%

The Company records OT premim as: Direct Labor Does the company anticipate billing overtime?

Yes

(See Fixed Fee by Employee Spreadsheet)

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Fixed Fee	Computed Straight Time/OT Exempt Billing Rate <sup>1</sup>	Computed Overtime Billing Rate <sup>1</sup>
Project Manager 1	No	\$51.50	\$81.41	\$0.34	\$1 <b>3.</b> 55	\$147	\$147
Project Manager 2	No	\$46.50	\$73.51	\$0.31	\$12.26	\$133	\$133
Project Engineer 1	No	\$39.00	\$61.65	\$0.26	\$9.68	\$111	\$111
Project Engineer 2	No	\$37.00	\$58.49	\$0.24	\$9.68	\$105	\$105
Project Inspector	Yes	\$31.00	\$49.00	\$0.20	\$8.39	\$89	\$129
Eng. / Documentation Clerk	Yes	\$17.00	\$26.87	\$0.11	\$4.52	\$49	\$70
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0
		\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0

<sup>&</sup>lt;sup>1</sup> Note: Rounded the nearest dollar.

## **Average Raw Rate Calculations per Classification**

Agreement No.:

C-R-S: ERI-CR505-0.00

Firm Name: K.E.McCartney & Assoc., Inc.

Instructions - Insert classification descriptions as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager 1		Project Manager 2	
Is overtime paid at 1.5X?>	No	ls overtime paid at 1.5X?>	No
Employee Name or I.D	Rate	Employee Name or I.D	Rate
34	\$51.50	2700	\$46.50
		DITUAU	
Average Raw Rate	\$51.50	Average Raw Rate	\$46.50

Project Engineer 1	
Is overtime paid at 1.5X?>	No
Employee Name or I.D	Rate
1270	\$39.00
	*
Average Raw Rate	\$39.00

Project Engineer 2	
Is overtime paid at 1.5X?>	No
Employee Name or I.D	Rate
1052	\$37.00
Average Raw Rate	\$37.00

## **Average Raw Rate Calculations per Classification**

Agreement No.:

C-R-S: ERI-CR505-0.00

Firm Name: K.E.McCartney & Assoc., Inc.

Instructions - Insert classification descriptions as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Inspector		Eng. / Documentation Clerk	
ls overtime paid at 1.5X?>	Yes	Is overtime paid at 1.5X?>	Yes
Employee Name or I.D	Rate	Employee Name or I.D	Rate
1020	\$31.00	TBD	\$17.00
FV		DITUAU	
Average Raw Rate	\$31.00	Average Raw Rate	\$17.00

Attachment 2

ERI-CR505-0.00 COUNTY-ROUTE-SECTION

105033 PID NUMBER

LPA AGREEMENT NUMBER

#### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We the <u>City of Sandusky</u> request that all payments for the Federal/State share of the construction costs of this agreement performed by <u>K.E. McCartney & Associates, Inc.</u> be paid directly to <u>K.E. McCartney & Associates, Inc.</u>

Contractor Name:

K.E. McCartney & Associates, Inc.

Oaks Vendor ID: Mailing Address:

0000055294 52 N. Diamond St. Mansfield, Ohio 44902

LPA signature:

Joshua R. Snyder, P.E.

LPA Name: Oaks Vendor ID: City of Sandusky 0000080591

Mailing Address:

240 Columbus Ave

Sandusky, Ohio 44870

Approved, ODOT signature



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2022

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). CONTACT Steven Galica The James B. Oswald Company PHONE (A/C, No, Ext): 216-306-0047 E-MAIL ADDRESS: sgalica@oswaldcompanies.com FAX (A/C, No): 216-839-2815 1100 Superior Avenue, Suite 1500 Cleveland OH 44114 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Navigators Insurance Company 42307 MCCAR-4 INSURED INSURER B: K.E. McCartney & Associates, Inc. 52 N. Diamond St. INSURER C: Mansfield OH 44902-1324 INSURER D : INSURER E : INSURER F **COVERAGES CERTIFICATE NUMBER: 2120120033** REVISION NUMBER: 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. ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED CLAIMS-MADE OCCUR \$ PREMISES (Ea occurrence) MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY accident) ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ AÜTÖS ONLY AUTOS ONLY \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ RETENTION \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ OFFICER/MEMBEREXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT Professional Liability Claims Made Retro Date: Full Prior Acts Each Claim Aggregate \$1,000,000 \$2,000,000 CM21DPL021339IV 11/12/2021 11/12/2022 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement. CERTIFICATE HOLDER 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. City of Sandusky 240 Columbus Áve. AUTHORIZED REPRESENTATIVE Sandusky, OH 44870



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2022

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

	inis certificate does not confer rights	to tn	e cer	tificate holder in lieu of s			s).			
PR	ODUCER				CONTAI NAME:	CT Jere	my Ball			
	The Ball Agency, Inc				PHONE (A/C, No	, Ext): (419	)775-5209	FAX (A/C, No)	(419)7	75-7169
	2036 W 4th St				E-MAIL ADDRES		my@theballa	gency.com	<u> </u>	
	Mansfield, OH 44906					IN	SURER(S) AFFO	RDING COVERAGE		NAIC#
r					INSURE		Owners			18988
INS	URED	•			INSURE		<u> </u>			10300
	K E McCartney & Associates, Inc					RC:	***************************************			
	52 N Diamond St		INSURE	***************************************				***************************************		
	Mansfield, OH 44902-132	INSURE	***************************************							
					INSURE					
CC	OVERAGES CE	RTIFI	CATE	E NUMBER: 00000759-1	•		* Manufields	REVISION NUMBER:	58	
٦	HIS IS TO CERTIFY THAT THE POLICIES	OF IN	SURA	NCE LISTED BELOW HAVE	BEEN IS	SSUED TO TH	JE INSURED N	IAMED ABOVE FOR THE P	OLICY	PERIOD
- 1	NDICATED. NOTWITHSTANDING ANY RE	QUIR	EMEN	IT. TERM OR CONDITION O	F ANY C	ONTRACT O	R OTHER DOC	HMENT WITH RESPECT T	O WHIC	PILIT LI
E	CERTIFICATE MAY BE ISSUED OR MAY PI EXCLUSIONS AND CONDITIONS OF SUCH	-RTAI	N, TH CIES	IE INSURANCE AFFORDED I LIMITS SHOWN MAY HAVE	BY THE	POLICIES DE	SCRIBED HER	REIN IS SUBJECT TO ALL	THE TER	RMS,
INSF	{	ADDI	SUBR		DECIVIO	POLICY EFF (MM/DD/YYYY)		1		***************************************
A		INSD	WVD					LIMIT		
М	CLAIMS-MADE X OCCUR	1		05709878	İ	11/25/2021	11/25/2022	EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	CLAIMS-MADE A OCCUR							PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	10,000
					[			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$	2,000,000
	POLICY JECT LOC	-	<b>Y</b>		2 I	_		PRODUCTS - COMP/OP AGG	\$	2,000,000
_	OTHER:				$\mathbf{T}$				\$	
Α	AUTOMOBILE LIABILITY	Y		4704698101		11/25/2021	11/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X UMBRELLA LIAB X OCCUR			4704698100		11/25/2021	11/25/2022	EACH OCCURRENCE	\$	4,000,000
	EXCESS LIAB CLAIMS-MADE	ļ			İ			AGGREGATE	\$	4,000,000
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	[						PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					ļ	E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	IN I A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Employers Liability			05709878	-	11/25/2021	11/25/2022	Each Accident	Ψ	1,000,000
					-					3,000,000
										0,000,000
OES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if mor	e space is regulre	ed)		
							•	,		
	RTIFICATE HOLDER				~ A 1101	TIL ATION		*******		····
<b>→ I</b>	THI MATE HOLDER				CANCI	ELLATION				
					SHOU	ILD ANY OF T	THE ABOVE DE	SCRIBED POLICIES BE CA	NCELL	ED BEEODE
	City of Sandusky				THE	XPIRATION I	DATE THEREO	F, NOTICE WILL BE DELIVE	ERED IN	l North
	240 Columbus Ave.				ACCC	RDANCE WI	TH THE POLIC	Y PROVISIONS.		
	Sandusky, OH 44870				AUTHORIZED REPRESENTATIVE					



## Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

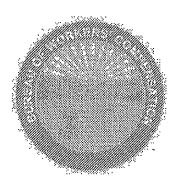
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are 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 00696554

K E MCCARTNEY & ASSOCIATES INC 52 N DIAMOND ST MANSFIELD, OH 44902-1324

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2021 to 07/01/2022

pt to

Interim Administrator/CEO

You can reproduce this certificate as needed.

## EXHIBIT "A"

#### 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.

#### RECREATION DEPARTMENT



222 Meigs Street Sandusky, Ohio 44870 419.627.5886 www.ci.sandusky.oh.us

TO: City Commission

FROM: Jason Werling, Recreation Superintendent

DATE: March 3, 2022

Subject: Commission Agenda Item – Amendment to the Agreement with Advantage

Entertainment

**ITEMS FOR CONSIDERATION:** Legislation approving an amendment to the agreement for Special Event Producer with Advantage Entertainment, LLC, of Sandusky, Ohio, for entertainment logistics and production for a summer concert series on the Jackson Street Pier.

**BACKGROUND INFORMATION:** In 2018, the City Commission passed legislation designating 10% of transient occupancy tax to go into a programming fund, designating dollars to create events that entertain residents and visitors. Then in 2021, the City accepted funds from numerous partners to purchase amenities for the Jackson Street Pier, such as a stage and LED movie screen.

The goal is to produce the second annual summer concert series dubbed "Party at the Pier" that elevates the previous downtown concert experience of Party at the Plaza. Utilizing the Erie County Community Foundation Stage and the revitalized Jackson Street Pier.

For the second consecutive year, Advantage Entertainment will procure talent and produce every aspect of the Thursday night summer concert series. In addition, the Lange Trust of the Sandusky Library will be sponsoring four (4) cultural shows this summer. Advantage Entertainment will also produce those events at the request of the Trust. Consistent with the scope of services, Advantage Entertainment will manage every aspect of the concert series, including: sound and lighting, signing with talent, clean up of venue, rental of equipment, site management, and individual event or series sponsorship, etc.

**BUDGETARY IMPACT:** The contract will not exceed \$182,500; with \$50,000 coming from the Lange Trust. Dollars will be disbursed from the Programming Fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared approving an amendment to the agreement for special event producer with Advantage Entertainment, for the 2022 year. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to allow Advantage Entertainment to immediately begin procuring talent and production vendors for the 2022 summer concert series beginning on June 19, 2022 with the first Lange Trust show.

	I concur with this recommendation:		
Jason Werling, Recreation Superintendent	Eric Wobser, City Manager		

#### **CERTIFICATE OF FUNDS**

In the Matter of: Advantage Entertainment Agreement

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

Account # 431-7021-53000

Michelle Reeder

**Finance Director** 

Dated: 3/4/2022

<b>ORDINA</b>	<b>ANCE NO.</b>				

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT FOR SPECIAL EVENT PRODUCER FOR THE 2022 SUMMER CONCERT SERIES AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the renovated Jackson Street Pier provides the City with the opportunity to program in high quality and innovative ways; and

WHEREAS, subsequent to a Request for Qualification (RFQ) process, the City Commission approved an Agreement for Special Event Producer with Advantage Entertainment, LLC, for the 2021 Summer Concert Series at the Jackson Street Pier by Ordinance No. 21-099, passed on June 28, 2021, which included an option to renew the agreement for up to two (2) additional Summer Concert Series; and

**WHEREAS**, Advantage Entertainment, LLC, provides services to plan, conduct, manage, and product a summer concert series at the Jackson Street Pier; and

**WHEREAS**, this City Commission approved a Sponsorship Agreement with the Library Association of Sandusky, Ohio, for programming events at the Jackson Street Pier by Ordinance No. 22-009, passed on January 24, 2022; and

**WHEREAS**, the City and Advantage Entertainment, LLC, desire to amend certain sections of the agreement relating to the dates, marketing and sponsorships; and

WHEREAS, the cost for the services is not to exceed \$182,500.00 of which \$50,000.00 will be paid with The Norbert A. Lange and Marion Cleaveland Lange Trust funds through the Sponsorship Agreement with the Library Association of Sandusky, Ohio, and the remaining balance of \$132,500.00 will be paid with Programming Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow Advantage Entertainment, LLC, to immediately begin procuring talent and production vendors for the 2022 Summer Concert Series beginning on June 19, 2022; 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Amendment to the Agreement for Special Event Producer with Advantage

PAGE 2 - ORDINANCE NO. \_\_\_\_\_

Entertainment, LLC, of Sandusky, Ohio, for the 2022 Summer Concert Series at the

Jackson Street Pier, substantially in the same form as attached to this Ordinance,

marked Exhibit "1", and specifically incorporated as if fully rewritten herein,

together with any revisions or additions as are approved by the Law Director as not

being substantially adverse to the City and consistent with carrying out the terms of

this Ordinance, at an amount not to exceed One Hundred Eighty Two Thousand

Five Hundred and 00/100 Dollars (\$182,500.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### AMENDMENT TO AGREEMENT FOR SPECIAL EVENT PRODUCER

This AMENDMENT TO	THE EVENT PRODUCER AGREEMENT made on this
day of, 2022	2, between the City of Sandusky, a Municipal Corporation of
the State of Ohio with its prin	ncipal place of business at 240 Columbus Avenue, Sandusky,
Ohio, 44870 (hereinafter "Ci	ity") and Advantage Entertainment, LLC, with its principal
place of business at 140	O2 Columbus Ave., Sandusky, OH 44870, (hereinafter
"Advantage").	

#### RECITALS

WHEREAS, the City and Advantage entered into an Event Producer Agreement for the production of a Summer Concert Series at the Jackson Street Pier; and

WHEREAS, the City and Advantage desire to amend Sections Two, Three, and Five of the Event Producer Agreement; and

WHEREAS, pursuant to Section Eleven (Entire Agreement/Modification) of the Event Producer Agreement, amendments may be made in writing upon execution by both the City and Advantage.

Now, therefore, in consideration of the sum to be paid to Advantage, and the terms and conditions contained in this Agreement, Advantage and City agree as follows:

- 1. The City and Advantage agree to exercise the option pursuant to Section Four (Term) to extend the agreement for the 2022 Summer Concert Series.
- 2. Section Two (Scope of Work) shall be amended to include the following language:

  Marketing and promotion of the Summer Concert Series is not included or
  contemplated as part of the scope of work to be performed by Advantage.
- 3. All other terms of Section Two (Scope of Work) shall remain unchanged.
- 4. Section Three (Compensation) shall be amended as follows:
  - City shall pay Advantage for the performance of the work specified in this Agreement, and Advantage shall accept as full compensation for its performance,

the following sum for all work, payment to be made in the manner indicated: Forty-Five Thousand and Six Hundred and Twenty Five 00/100 Dollars (\$45,625) shall be paid upon execution of this Agreement. Thereafter, Advantage shall submit monthly invoices for costs associated to be paid within thirty (30) days from receipt of invoice. The total amount paid to Advantage under this Agreement **shall not exceed** One Hundred and Eighty-Two Thousand and Five Hundred 00/100 Dollars (\$182,500). Any cost overruns are the sole responsibility of Advantage and the City of Sandusky shall not be responsible for any costs above or beyond the maximum amount stated herein. Any additional services provided by Advantage and not contemplated in this Agreement, must be approved in advance in writing and signed by both Parties.

Advantage may secure a sponsorship for the events not including the Lange Trust Series. The Lange Trust shall remain the exclusive sponsor for the Lange Trust Series events. In the event that Advantage secures a sponsor for the Summer Concert Series (excluding the Lange Trust Series events), Advantage shall receive twenty-five percent (25%) of the amount paid by the Sponsor to the City for said sponsorship. The City must approve any and all sponsorships for the Summer Concert Series. Advantage does not have the authority to legal bind the City. Any sponsorship agreements between Advantage and third parties are binding only upon the parties to those agreements.

5. Section Five (Dates) shall be amended as follows:

Advantage shall produce four (4) Events in the Lange Trust Series in calendar year 2022 to be held on dates selected by the City. Advantage shall produce up to another nine (9) events on Thursday evenings from July 8, 2022, through September 5, 2022. The City at its discretion may reduce the number of concerts with adequate notice to Advantage.

6. All other terms and provisions of the Event Producer Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGES TO FOLLOW

Amendment to Special Event Producer Agreement City of Sandusky/Advantage Entertainment, LLC Page 3 of 4

In witness whereof, the Contractor and form.	d the City have executed this agreement
Date:	Advantage Entertainment, LLC:
	By:(Authorized Signature)
	(Print Name & Title)
Date:	City of Sandusky:
EXHIB	By: Eric L. Wobser City Manager
Approved as to form and correctness:	
Brendan L. Heil (#0091991) Law Director	
City of Sandusky	

#### **CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2021 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.



#### RECREATION DEPARTMENT



222 Meigs Street Sandusky, Ohio 44870 419.627.5886 www.ci.sandusky.oh.us

TO: City Commission

FROM: Jason Werling, Recreation Superintendent

DATE: March 1, 2022

cc:

Subject: Commission Agenda Item – Lawn Spraying Services for Mills Creek Golf Course

**ITEMS FOR CONSIDERATION:** Legislation approving an agreement with Bay Area Lawn Care to provide lawn spraying services for Mills Creek Golf Course for the 2022 and 2023 seasons of March through October.

**BACKGROUND INFORMATION:** The City of Sandusky issued a request for proposals on Thursday, February 3 for Lawn Spraying Services at Mills Creek Golf Course. The services included supplies, materials and labor for application of reemergence crabgrass control and balanced fertilizers for the golf course including a spring application, a late spring application, a summer application and fall applications. Bay Area Lawn Care was the sole bidder for the RFP that closed February 18, 2022 and their proposal was determined to be the lowest and best by a selection committee based upon pricing, location and experience .

**BUDGETARY IMPACT:** The contract calls for \$11,355 in 2022 and \$11,355 in 2023 for a total amount of \$22,710 and will be budgeted and paid from the Mills Creek Golf Course contractual services account.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared approving the lawn spraying contract with Bay Area Lawn Care, for 2022 and 2023 seasons. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to allow Bay Area Lawn Care to immediately begin with the spring treatment of the golf course for the season that opens officially on April 1<sup>st</sup>.

	I concur with this recommendation:		
Jason Werling	Eric Wobser		
Recreation Superintendent	City Manager		

C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

#### **CERTIFICATE OF FUNDS**

In the Matter of: Golf Course Lawn Spraying

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 #227-3600-53000

Rv.

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE NO.</b>	1

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR AGREEMENT WITH PISARSKY ENTERPRISES, LLC (D.B.A. BAY AREA LAWN CARE) FOR LAWN SPRAYING SERVICES AT THE MILLS CREEK GOLF COURSE FOR THE CY 2022 AND CY 2023 SEASONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a Request for Proposals (RFP) was issued on February 3, 2022, for Lawn Spraying Services at the Mills Creek Golf Course during the season of March through October, in which one (1) proposal was received and evaluated by a selection committee who determined that the proposal from Pisarsky Enterprises, LLC (d.b.a. Bay Area Lawn Care) was the lowest and best, based upon pricing, location and experience; and

**WHEREAS**, the cost for services is \$11,355.00 for each season in CY 2022 and CY 2023 for a total cost of \$22,710.00 and will be paid with Mills Creek Golf Course funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow Bay Area Lawn Care to immediately begin with the spring treatment of the golf course for the season that opens officially on April 1, 2022; and

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT: Section 1. The City Manager is authorized and directed to enter into an agreement with Pisarsky Enterprises, LLC (d.b.a. Bay Area Lawn Care) of Sandusky, Ohio, for law spraying services at the Mills Creek Golf Course for the CY 2022 and CY 2023 seasons of March through October in the amount of \$11,355.00 per season for a total amount not to exceed Twenty Two Thousand Seven Hundred Ten and 00/100 Dollars (\$22,710.00), consistent with the proposal submitted by Pisarsky Enterprises, LLC (d.b.a. Bay Area Lawn Care) of Sandusky, Ohio, a copy of which is marked Exhibit "A" and attached to this Ordinance and specifically incorporated as if fully rewritten herein.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and PAGE 2 - ORDINANCE NO.\_\_\_\_\_

such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### **Proposal Form**

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organizatio	on: Pisal	sky E	nter pi	<sup>۸٬</sup> ۲۵٬	DBA Bay	Area Lawn Can
Business Address:	2132	River	Ave	Sand	dock, Ohio	44870
Telephone Number Other Phone Other Phone	419-62	16 - 5217 56 -4841	•			
Fax Email	mpisars	ky@bak	.net	-		

Name and Title of Contact Individual for Further Information

Legal Status of Organization: (Check one)

For-profit corporation or joint venture corporation
For-profit partnership or sole proprietorship
Non-profit corporation Public agency Other (identify)
Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

In the area below, please enter your contract amount for each service year. These amounts will serve as a "do not exceed" in the contract. Again, any services requested by the City outside of the attached scope shall be provided as a separate service and on a time and material basis.

2022	2023
11,355,00	11,355.00



## Tue Feb 22 2022

**Entity#:** 1949759

Filing Type: DOMESTIC LIMITED LIABILITY COMPANY

Original Filing Date: 07/12/2010

Location: ---

Business Name: PISARSKY ENTERPRISES, LLC

Status: Active

Exp. Date:

## **Agent/Registrant Information**

MICHAEL J. PISARKY 2132 RIVER AVENUE SANDUSKY OH 44870 07/12/2010 Active

## **Filings**

Filing Type	Date of Filing	Document ID
OHIO LLC - ARTICLES OF ORGANIZATION	07/12/2010	201020101668
TRADE NAME/ORIGINAL FILING	07/22/2010	201021400942
TRADE NAME/ORIGINAL FILING	07/22/2010	201021400944
TRADE NAME RENEWAL	07/16/2015	201519702336
TRADE NAME RENEWAL	07/16/2015	201519702338
TRADE NAME RENEWAL	04/06/2020	202009700050
TRADE NAME RENEWAL	07/22/2020	202020401504



### Tue Feb 22 2022

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

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd of February, A.D. 2022

Ohio Secretary of State

Frek Johne

# POLICE

#### CITY OF SANDUSKY POLICE DEPARTMENT

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

To: Eric Wobser, City Manager

From: Jared Oliver, Police Chief

Date: March 2, 2022

Re: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> It is requested that the City Commission approve the retirement of Sandusky Police Department K9 Program dog, Officer Gunner (#2141) and authorize the sale of K9 Officer Gunner to handler, Sergeant Evan Estep, pursuant to Section 25 of the City Charter

**BACKGROUND INFORMATION:** K9 Gunner joined the Sandusky Police Department in 2014. K9 Gunner has been an integral member of the police department and has been steady throughout his career in narcotics detection, suspect apprehension, and tracking. His skills have been superior. Gunner was by far one of the best K9's in the area and had a sense of purpose every day and was completely driven to being a working K9. K9 Gunner turned nine (9) years old late last year. Due to his age and the job duties of his handler, it has been determined that K9 Gunner is no longer necessary, practical, or for the best interest of the City to retain ownership.

**BUDGETARY INFORMATION:** The city will receive one (1) dollar for the sale of K9 Gunner to his handler, Sergeant Evan Estep

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared approving the retirement of K9 Officer Gunner and authorizing the sale of K9 Gunner to his handler, Sergeant Evan Estep. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to allow the retirement of K9 Gunner to be effective immediately.

Approved:	I concur with this recommendation:
Jared Oliver, Police Chief	Eric Wobser, City Manager

CC: Michelle Reeder, Finance Director Brendan Heil, Law Director

<b>ORDINANCE</b>	NO.		

AN ORDINANCE ALLOWING FOR THE SALE OF SANDUSKY POLICE DEPARTMENT K9 OFFICER GUNNER PURSUANT TO SECTION 25 OF THE CITY CHARTER; APPROVING THE RETIREMENT OF K9 OFFICER GUNNER AND AUTHORIZING THE SALE OF K9 OFFICER GUNNER TO HIS HANDLER, SERGEANT EVAN ESTEP; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, K9 Officer Gunner (#2141) joined the Sandusky Police Department in 2014 and has been an integral member of the Police Department and steady throughout his career in narcotics detection, suspect apprehension, and tracking; and

**WHEREAS**, Gunner's skills have been superior and was by far one of the best K9's in the area and had a sense of purpose every day and was completely driven to being a working K9; and

WHEREAS, K9 Officer Gunner turned nine (9) years old late last year and due to his age and job duties of his handler, it has been determined that K9 Officer Gunner is no longer necessary, practical, or for the best interest of the City to retain ownership and therefore it is recommended that K9 Officer Gunner be retired and sold to his handler, Sergeant Evan Estep for one dollar (\$1.00); and

**WHEREAS**, Section 25 of the City Charter authorizes the City Manager to sell personal property that the City Commission may authorize to be sold as having become unnecessary and unfit for City use; 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 for the retirement of K9 Officer Gunner to be effective immediately; and

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

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:
Section 1. This City Commission finds and determines that the Sandusky
Police Department K9 Officer Gunner, is no longer necessary and unfit for City use
pursuant to Section 25 of the City Charter, approves of the retirement of K9
Officer Gunner, and authorizes the sale of K9 Officer Gunner to his handler,
Sergeant Evan Estep.

Section 2. The City Manager is hereby authorized and directed to execute the Contract for Sale of Personal Property for K9 Officer Gunner, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and

PAGE 2 - ORDINANCE NO.\_\_\_\_\_

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 3. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and

such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 5. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022

#### CONTRACT FOR SALE OF PERSONAL PROPERTY

This Agreement made on and entered into this day of, 2022,
("Effective Date"), by and between the City of Sandusky, Ohio, a Chartered Municipality
of the State of Ohio, 240 Columbus Avenue, Sandusky, Ohio 44870, ("City") and Evan
Estep, Handler for the Sandusky Police Department ("Handler").

**WHEREAS**, K9 "Gunner" has been with the Sandusky Police Department since 2014 and has been an integral member of the Police Department and steady throughout his career in narcotics detection, suspect apprehension, and tracking; and

WHEREAS, K9 "Gunner" turned nine (9) years old late last year and due to his age and job duties of his Handler, is no longer necessary and not needed for any municipal purpose and should be retired and sold to his Handler as found and determined by the City Commission of Sandusky and contained in Ordinance No. \_\_\_\_\_\_, passed on March 14, 2022; and

WHEREAS, pursuant to Section 25 of the Charter of the City of Sandusky and the laws of the State of Ohio, the City Manager is authorized to sell personal property that the City Commission authorizes to be sold as having become unnecessary and unfit for City use; and

WHEREAS, it is the desire of the Handler to assume and maintain ownership and take possession of retired City of Sandusky Police K9 "Gunner" and the City desires to divest itself of both ownership and vicarious or direct liability for the K9 "Gunner"; and

**WHEREAS**, the City and Handler desire to transfer all right, title and ownership interest in "Gunner" from the City to Handler, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the City and Handler agree as follows:

1. City hereby agrees to relinquish all right, title and ownership interest in the Sandusky police K9 named "Gunner" (hereafter "Gunner") to Evan Estep, as his sole and personal property, as of the Effective Date of this Agreement.

Contract for Sale of Personal Property (K9 "Gunner") City of Sandusky / Evan Estep Page 2 of 3

- 2. Prior to the Effective Date of this Agreement, Handler agrees to pay City the sum of One and 00/100 Dollars (\$1.00) for all right, title and ownership interest in "Gunner." Handler agrees to accept ownership and all control of "Gunner" "as is", and to assume any and all risks, dangers and liabilities related to or associated with "Gunner", including, but not limited to, risk of injury or death to third persons, and to indemnify and hold City, its police department, and its officers, employees, agents and volunteers harmless from any and all liability, legal actions, lawsuits, claims, demands, administrative proceedings or other responsibility whatsoever arising from any injuries or damages that may occur on or after the Effective Date of to this Agreement, including but not limited to any injury or damage as a consequence of or arising out of any event, act or disturbance involving "Gunner" on or after the date ownership is transferred. These hold harmless provisions shall extend to any direct or vicarious liability arising from any and all losses, liabilities, charges (including reasonable attorney fees and court costs), and any other expenses whatsoever which may arise in any manner after Handler assumes ownership of "Gunner".
- 3. Handler agrees to assume sole responsibility for all costs associated with the care and feeding of "Gunner", including but not limited to all costs for food, shelter, licensing, and veterinary care, as of the Effective Date of this Agreement. Handler shall ensure that his home includes safe and secure containment area(s) for "Gunner" and shall take any precautions that Handler deems necessary to ensure that "Gunner" is not placed in situations or conditions where he may be a threat or risk to others. Handler shall maintain any such containment areas in good condition and repair.
- 4. Handler shall not transfer ownership or control of "Gunner" at any time to any other person or legal entity, whether by gift, sale, or any other means.

Contract for Sale of Personal Property (K9 "Gunner") City of Sandusky / Evan Estep Page 3 of 3

5. Handler acknowledges that he has read the foregoing Agreement and understands that it is contractual in nature and understands each of its provisions.

	CITY: CITY OF SANDUSKY
Witness:	Eric L. Wobser
	City Manager
Witness:	Date
EXHI	HANDLER: EVAN ESTEP
Witness:	
Witness:	Date
Approved as to Form:	
Brendan L. Heil (#0091991) Law Director for the City of Sandusky	



#### CITY OF SANDUSKY POLICE DEPARTMENT

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

To: Eric Wobser, City Manager

From: Jared Oliver, Police Chief

Date: March 2, 2022

Re: Commission Agenda Item

Brendan Heil, Law Director

<u>ITEM FOR CONSIDERATION:</u> Legislation to purchase three (3) 2022 Ford Utility Police SUV's from Montrose Ford of Akron, OH, for the Police Department, in the amount of \$99,260.91.

**BACKGROUND INFORMATION:** The above listed vehicles are available through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS1006716, from Montrose Ford, Akron, Ohio.

The need to replace three (3) police cruisers has been determined by the Police Chief and Fleet Maintenance Foreman. These new SUV's will be marked Patrol vehicles and will replace 3 existing Patrol vehicles that will have exceeded their useful lifecycle for the Department. The vehicles that are removed from Patrol duty will be transferred to another department in the City.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

**BUDGETARY INFORMATION:** The cost per vehicle is \$33,086.97 for a total cost of \$99,260.91 and will be paid with Capital Funds.

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared to purchase three (3) 2022 Ford Utility Police SUV's from Montrose Ford of Akron, Ohio in an amount not to exceed \$99,260.91, through State of Ohio Department of Administration Services Cooperative Purchasing Program (contract #CTR006716). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the order to be placed, receive the vehicles and place in service at the earliest opportunity to continue effective operations of the police fleet.

Approved:	I concur with this recommendation:		
Jared Oliver, Police Chief	Eric Wobser, City Manager		
CC: Michelle Reeder, Finance Director			

### STATE CONTRACT RS1006716 (SOLICITATION ID # SRC0000001531) GDC050

		2022 POLICE EXPLORE				
Order No:		SANDUSKY OHIO				FIN# QB129
CURRENT STATE CONTRACT UNIT IS FOR A 2022 BLACK PIU HYBRID WITH KEYLESS ENTRY (FOBS) AND DS SPOT ON			•			
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K8A 4DR	AWD POLICE		99W .3.3L <b>HYBRID</b>			CHANGED
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,						
	ONLY. ANY CHANGES (ADDING OR REMOVING OPTIONS) MADE BELOW WILL INCREASE OR DECREASE THE AMOUNT OF THE UNIT.				Ś	35,849.00
					<u> </u>	33,013.00
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**		GHTING COMES STANDARD AS RED/BLUE**			וסודי	VS**
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-						
ADDED BY CUST. ADDITIONAL BID I		ADDITIONAL BID ITEM QUOTE	D TO STATE (WILL + C	R - TO ABOVE AMOU	JNT)	
16D	\$ -	DELIVERY CHARGE TO CUSTOMER	DLR	\$ 50.00	\$	50.00
59D	\$ 48.41	WHEEL COVER (grey hubcaps)	<del>65L</del>	\$ 53.00		
61B		3.3L V6 GAS Flex Fuel	99B/44U	\$ (3,079.00)	\$	(3,079.00)
87R	\$ -	3.0L V6 ECOBOOST	99C/44U	\$ <del>728.00</del>		
		IN REAR LOCKS/HNDLS/WNDWS INOP	<del>68G</del>	\$ 67.00		
		HIDDEN LOCK PLNGR-REAR PWR DELETE	<del>52P</del>	\$ 143.00		
		HTD SIDE VIEW MIRRORS	549	\$ 53.00	\$	53.00
		CARPET (INC IN 65U BELOW)	<del>16C</del>	\$ 112.00		
		RED/WHT DOME IN CARGO	17T	\$ 45.00	\$	45.00
		PER. ANTI-THEFT (req. 55F)	<del>593</del>	\$ 107.00		
		REMOVE KEYLESS ENTRY	RMV	\$ <del></del>	L	
		REAR CONSOLE PLATE FOR WIRE CHASE	85R	\$ 40.00		
		GRIL LED LGHTS/SIREN/SPKR PRE-WIRE	60A	\$ 45.00	\$	45.00
		REMOVE DRV LED SPT LMP	RMV	<del>\$ (352.00)</del>		
		INT UPGRADE - CRPT/CLTH/CONSOLE	<del>65U</del>	\$ 348.00	1	

STATE CONRACT CTR006716

Attn: TROY VACCARO

TOTAL OF STATE CONTRACT UNIT W/ ADDED ADDL. BID ITEMS FROM ABOVE	\$	32,985.00
TOTAL FOR UPFIT PROVIDED VIA MONTROSE FORD	\$	-
TOTAL FOR EXT WARRANTY	\$	-
TOTAL FOR CUSTOMER ADDED OPTIONS - NOT QUOTED TO THE STATE	\$	101.97
TOTAL FOR CUSTOMER ADDED FORD FACTORY VSO LIGHTING OPTIONS		\$0.00
TOTAL FOR SINGLE UNIT QUOTED / ORDERED		33,086.97
1 unit/s requested	Ś	33.086.97

<del>66C</del>

43D

\$

406.00

22.00 \$

22.00

Derek Powers Fleet/Gvmt. Sales Mgr.

Montrose Ford \*\*Municipal Lease available thru Ford Credit\*\*

REAR LIGHT - BLUE/BLUE FOR CARGO

DARK CAR FEATURE

QUOTED 2/28/2022 ORDERED

QUOTE ACCEPTED BY: Date:

CODE	DESCRIPTION	
16D	Badge Delete	
59D	Keyed Alike – 0135x	
61B	OBD - II Split Connector	
87R	Rear View Camera (mirror display)	

#### **CERTIFICATE OF FUNDS**

In the Matter of: Police Vehicles

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

Account #431-1010-55640, 431-6503-54090

у. \_\_\_\_

Michelle Reeder

**Finance Director** 

Dated: 3/10/2022

<b>ORDINANCE I</b>	NO.	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE THREE (3) 2022 FORD UTILITY POLICE SUVS THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FROM MONTROSE FORD OF AKRON, OHIO, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a determination was made by the Police Chief and Fleet Maintenance Foreman that there is a need to replace three (3) police vehicles that have exceeded their useful life for the Sandusky Police Department and these vehicles will be placed in other City Departments; and

WHEREAS, the new 2022 Ford Utility Police SUVs from Montrose Ford of Akron, Ohio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the cost per police vehicle is \$33,086.97, for a total cost of \$99,260.91, and will be paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed, receive the vehicles, and place in service at the earliest opportunity to continue effective operations of the Police fleet; and

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

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

Section 1. The City Manager is authorized and directed to purchase three (3) new 2022 Ford Utility Police SUVs through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS1006716, from Montrose Ford of Akron, Ohio, at a cost of \$33,086.97 per vehicle, for a total amount **not to exceed** Ninety Nine Thousand Two Hundred Sixty and 91/100 Dollars (\$99,260.91).

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

#### PAGE 2 - ORDINANCE NO.\_\_\_\_\_

such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 14, 2022



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

TO: Eric Wobser, City Manager

FROM: Marcus Harris, Diversity and Economic Opportunity Manager

**DATE:** March 7, 2022

RE: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to accept funds from the State of Ohio Department of Development TechCred Grant award for reimbursement of training to upskill the City's workforce totaling \$12,180.00.

**BACKGROUND INFORMATION:** TechCred helps Ohioans learn new skills, and helps employers build a stronger workforce, with the skills needed in a technology-infused economy. The City was awarded a TechCred grant and will be able to receive a reimbursement from the State, up to \$2,000 per credential, for employees who complete credential training in - Environmental Stewardship: Wastewater Treatment, Industrial Electricity, Introductory to Welding, Fiberoptics Bootcamp, and Cisco Certified Network Associate Security. Instead of City employees having to pay for training out their pockets, and the City reimbursing them, TechCred supports equity by encouraging employers to pay for the training and be reimbursed by the State.

The City Manager notified the City Commission at their meeting on January 24, 2022, of the grant submission, and it was approved by motion.

**BUDGETARY INFORMATION**: There is no budgetary impact. The costs for approved training will be reimbursement with TechCred Program funds.

ACTION REQUESTED: It is requested that legislation be approved authorizing the acceptance of the State of Ohio Department of Development's TechCred grant award totaling \$12,180 for training to upskill our workforce for credentials/training in: Environmental Stewardship: Wastewater Treatment, Industrial Electricity, Introductory to Welding, Fiberoptics Bootcamp, and Cisco Certified Network Associate Security and authorizing the City Manager to enter into a Grant Agreement for awarded funds. It is further requested that this legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the grant agreement prior to the March 17, 2022, deadline.

Approved:	I concur with this recommendation:		
Marcus Harris Diversity and Economic Opportunity Manager	Fric Wohser City Manager		

CC: Connie Nicholson, HR Manager Brenden Heil, Law Director Michelle Reeder, Finance Director Cathy Myers, Commission Clerk

<b>ORDINANCE NO.</b>	1

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$12,180.00 FROM THE OHIO DEPARTMENT OF DEVELOPMENT THROUGH THE TECHCRED PROGRAM FOR THE REIMBURSEMENT OF TRAINING TO UPSKILL THE CITY'S WORKFORCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Department of Development's TechCred Program grants gives employers the chance to upskill current and future employees in today's tech-infused economy and provides reimbursement up to \$2,000 per credential for employees who complete approved training; and

**WHEREAS**, this City Commission authorized the submission of an application to the Ohio Department of Development for TechCred Program funds by motion passed at their regularly scheduled meeting on January 24, 2022; and

**WHEREAS**, this award in the amount of \$12,180.00 will be used for the reimbursement of completed credential training in Environmental Stewardship: Wastewater Treatment, Industrial Electricity, Introductory Welding, Fiberoptics Bootcamp, and Cisco Certified Network Associate Security; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the grant agreement prior to the March 17, 2022, deadline; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to accept grant funds from the Ohio Department of Development through the TechCred Grant Program for the reimbursement of training to upskill the City's workforce in the amount of Twelve Thousand One Hundred Eighty and 00/100 Dollars (\$12,180.00) and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the grant agreement and program guidelines.

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.

#### PAGE 2 - ORDINANCE NO.\_\_\_\_

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS CLERK OF THE CITY COMMISSION

Passed: March 14, 2022