



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 24, 2022 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION Mr. Murray
PLEDGE OF ALLEGIANCE
CALL TO ORDER
ROLL CALL M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris
APPROVAL OF MINUTES October 10, 2022
AUDIENCE PARTICIPATION
COMMUNICATIONS Motion to accept all communications submitted below
PRESENTATIONS: Columbus Avenue Streetscape 30% Design, Osborn & MKSK
Mills Street High Rate Treatment, Vito Cimino, Stantec
CURRENT BUSINESS

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cathy Myers, Commission Clerk

NEW LIQUOR LICENSE FOR SANDUSKY FOOD HALL BAR LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for a New D1 Liquor License; Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am, **for Sandusky Food Hall Bar LLC, 317 E. Washington.**

ITEM B – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK MOW TO OWN PURCHASE AND SALE AGREEMENT 442 CAMP STREET

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately one hundred dollars (\$100.00) per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 59-60590.000, and located at 422 Camp Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK MOW TO OWN PURCHASE AND SALE 823 NORTH DEPOT STREET

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately ninety-five dollars (\$95.00) per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 58-01812.000, and located at 823 North Depot Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

LAND BANK APPROVAL TO ACCEPT SIX PARCELS

Budgetary Information: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate twenty-nine thousand seven hundred forty dollars (\$29,740.00) owed in delinquent taxes.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for the acquisition into the Land Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Aaron Klein, Public Works Director

SANDUSKY BAY PATHWAY AND THE LANDING MECCA MOTEL EASEMENTS

Budgetary Information: The cost of the two temporary easements is \$631.00, and the total cost of the permanent easement is \$44,308.00 for a total acquisition price of \$44,939.00. This will be paid from Capital Issue 8 Funds.

1. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving temporary easements that will be granted to the City by EPH Sandusky, LLC, for the Sandusky Bay Pathway as part of The Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
 2. **ORDINANCE NO. _____:** It is requested an ordinance be passed approving an easement that will be granted to the City by EPH Sandusky, LLC, for the Sandusky Bay Pathway as part of The Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
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ITEM F – Submitted by Aaron Klein, Public Works Director

APPROVAL TO PURCHASE BULK ROCK SALT FOR CY 2023

Budgetary Information: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2023 would be \$132,500.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the division of Streets and Traffic to be used in the CY 2023 from Compass Minerals America, Inc., of Overland Park, Kansas; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Cody Browning, IT Manager

GIS COST SHARE AGREEMENT WITH ERIE COUNTY 2023-2028

Budgetary Information: The City's share of this agreement will be \$26,759.00 per year, with a total cost over the length of agreement of \$160,554.00 which will be split between departmental operating budgets.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Geographical Information System (GIS) 2023-2028 cost share agreement with Erie County; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM 1 – Submitted by Nicole Grohe, Community Development Program Administrator

PERMISSION TO ACCEPT BIDS FOR CDBG FY21 DEMOLITION PROJECT #5

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY 21 Community Development Block Grant funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity of the City to proceed with the proposed CDBG FY21 Demolition Project #5; directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO ACCEPT BIDS FOR MILLS STREET HIGH RATE TREATMENT PROJECT

Budgetary Information: The engineer's estimate for the construction costs is \$33,500,000.00. The City will be applying for funds through Water Pollution Control Loan Fund (WPCLF) program through the Ohio Environmental Protection Agency (OEPA). The WPCLF program has a lower interest rate than the OWDA program and is therefore more enticing for a project of this magnitude. Additionally, staff is considering sponsoring two other environmental projects by the Geauga Park District and the Village of Indian Hill in the State of Ohio that would reduce the City's interest rate on the WPCLF loan by upwards of 0.50%. Staff is also working with Ohio EPA to determine if any aspects of the project, such as the backup generator, will be eligible for principal forgiveness or reduced interest rates. Although doing all these things is very time consuming, the hope is to obtain a hybrid interest rate that is even lower than the already-low WPCLF rates that are commonly below market rates. Finally, Erie County will be responsible for paying their share of this project, including design and inspection which will likely be just over 10%, pursuant to the Sewer Services Agreement and associated Amendments.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Mills Street High Rate Treatment Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Aaron Klein, Public Works Director

PELEE ISLANDER STOP PILES PROJECT CHANGE ORDER #1 AND FINAL

Budgetary Information: The original contract with Toledo Caisson Corporation was \$163,000.00, and with the addition of this Change Order #1 and Final in the amount of \$19,727.25, the final contract is \$182,727.25. The final cost breakdown is as follows:

	<u>Original</u>	<u>Revised</u>
Owen Sound Transportation Co	\$157,000.00	\$168,227.25
<u>City of Sandusky</u>	<u>\$ 6,000.00</u>	<u>\$ 14,500.00</u>
Total	\$163,000.00	\$182,727.25

The City’s portion would be paid with Capital Funds. The OSTC portion would be paid by the City with full reimbursement by OSTC full shortly thereafter.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Toledo Caisson Corporation of Ottawa Lake, Michigan, for the Pelee Islander Stop Piles Project in the amount of \$19,727.25; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO ACCEPT BIDS FOR EAST MONROE STREET RESURFACING PROJECT

Budgetary Information: The engineer’s estimate for construction is \$901,348.54. ODOT will fund 80% eligible costs in the amount of \$721,078.83. The City’s 20% share of \$180,269.71 will be funded with Issue 8 Street Funds from the Capital Projects Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed East Monroe Street Resurfacing Project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Jane Cullen, Assistant City Engineer

PERMISSION TO ACCEPT BIDS FOR HEALTHY HAYES SAFETY IMPROVEMENTS PROJECT

Budgetary Information: The engineer’s estimate for construction is \$1,002,250.18. ODOT will fund through the Highway Safety Improvement Program (HSIP) 90% of eligible costs in the amount of \$878,265.16. The City’s share of construction costs is \$123,985.02 and will be funded with Issue 8 Street Funds from the Capital Projects Funds.

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

ITEM 6 – Submitted by Jane Cullen, Assistant City Engineer

WEST SIDE UTILITY AND CONNECTIVITY IMPROVEMENTS PROJECT CHANGE ORDER #1 AND FINAL

Budgetary Information: The original contract with Speer Bros, Inc., per ordinance 20-002 was \$4,407,163.00. Change Order #1 a deduct of \$419,067.00 decreases the total contract amount to \$3,988,096.00. The below information shows the final breakdown of costs and funding sources for the project.

<u>Fund Source</u>	<u>Original Contract</u>	<u>Change Order</u>	<u>Final Contract</u>
(OWDA) Sewer Fund, Storm*	\$1,947,568.00	- \$144,120.22	\$1,803,447.78
(OWDA) Water Fund *	\$1,962,478.00	-\$206,230.70	\$1,756,247.30
(OWDA) Sewer Fund, Sanitary*	\$ 29,000.00	-\$6,000.00	\$23,000.00
Issue 8 (2019 Pathway)	\$ 203,775.00	\$81,895.62	\$285,670.62
Capital (2019 Pathway)	\$ 200,000.00	-\$139,971.70	\$60,028.30
<u>Issue 8 (Street)</u>	<u>\$ 64,342.00</u>	<u>-\$4,640.00</u>	<u>\$59,702.00</u>
Total	\$4,407,163.00	-\$419,067.00	\$3,988,096.00

*The OWDA loans were approved via ordinance 20-004

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Speer Bros., Inc., of Sandusky, Ohio, for the West Side Utility & Connectivity Improvements; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION TO AWARD CONTRACT FOR PERKINS AVENUE WATERLINE REPLACEMENT & RESURFACING PROJECT

Budgetary Information: The total construction cost of the project based on bids is \$5,411,227.34 which will be funded accordingly:

OWDA Loan - Water	\$3,807,537.15
OWDA Loan - Storm/Sewer	\$518,547.30
OPWC Loan - 0% Interest	\$145,049.00
OPWC Grant	\$325,000.00
Issue 8	\$615,093.89
Total	\$5,411,227.34

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Speer Bros., Inc., of Sandusky, Ohio, for the Perkins Avenue Waterline and Resurfacing 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

APPROVING AN OWDA LOAN FOR THE PERKINS AVENUE WATERLINE & RESURFACING PROJECT

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

Construction	\$4,326,084.45
Contingency (10%)	\$432,608.45
<u>OWDA Administrative Fee (0.35%)</u>	<u>\$16,655.43</u>
Total	\$4,775,348.33

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to finance the cost of construction for the Perkins Avenue Waterline and Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Jeffrey Meinert, Sewer Plant Superintendent

PERMISSION TO PURCHASE A 2024 FREIGHTLINER FOR THE WASTEWATER TREATMENT PLANT

Budgetary Information: The total cost for one (1) 2024 Freightliner M2 112 shall not exceed \$198,326 and will be paid from Capital Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2024 Freightliner M2 112 truck from Cleveland Freightliner, Inc., (D.B.A. Valley Freightliner, Sterling, and Western Star Trucks of Cleveland) of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Wastewater Treatment Plant; 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.CityofSandusky.com/Live – Click “Play” 

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
8808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2360 FAX(614)844-3166

TO

7720851		NEW		SANDUSKY FOOD HALL BAR LLC 317 E WASHINGTON ST SANDUSKY OH 44870
PERMIT NUMBER TYPE				
ISSUE DATE				
01 20 2022				
FILING DATE				
D1				
PERMIT CLASSES				
22 077		B D31899		
TAX DISTRICT		RECEIPT NO.		

FROM

10/13/2022

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

MAILED 10/13/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/14/2022

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES C NEW 65215090560

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)-- ☐ Clerk of County Commissioner

(Date)

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OH 44870

☐ Clerk of City Council
☐ Township Fiscal Officer

Cathy Myers

From: Jonathan Holody
Sent: Wednesday, October 19, 2022 1:43 PM
To: Cathy Myers
Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

No objection from Community Development.

Jonathan

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Wednesday, October 19, 2022 11:56 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

Please see attached.

Please provide comments for New Liquor Permit for Sandusky Food Hall Bar LLC for next Commission Meeting.

01: Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am.

Cathy Myers

From: Jared Oliver
Sent: Wednesday, October 19, 2022 2:36 PM
To: Cathy Myers; Mario D'Amico; Jonathan Holody
Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

SPD has no issues with this.



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



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Wednesday, October 19, 2022 11:56 AM
To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

Please see attached.

Please provide comments for New Liquor Permit for Sandusky Food Hall Bar LLC for next Commission Meeting.

01: Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am.

Cathy Myers

From: Mario D'Amico
Sent: Wednesday, October 19, 2022 2:43 PM
To: Jared Oliver; Cathy Myers; Jonathan Holody
Subject: Re: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

Sandusky Fire has no issues with this permit.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@ci.sandusky.oh.us

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Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

SPD has no issues with this.



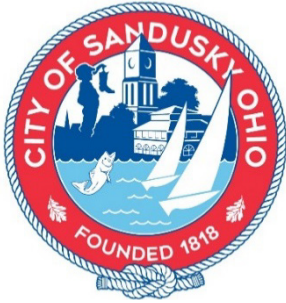
Jared Oliver | **Chief of Police**
SANDUSKY POLICE DEPARTMENT
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To: Jared Oliver <joliver@ci.sandusky.oh.us>; Mario D'Amico <mdamico@ci.sandusky.oh.us>; Jonathan Holody <jholody@cityofsandusky.com>
Subject: RE: Liquor License for Sandusky Food Hall Bar LLC, Permit #7720851 (NEW)

Please see attached.

Please provide comments for New Liquor Permit for Sandusky Food Hall Bar LLC for next Commission Meeting.



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 11, 2022

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 442 Camp Street and further identified by the Auditor as Erie County Parcel No. 59-60590.000. Crystal Hester has requested to purchase this parcel through the "Mow to Own" program and utilize the parcel to expand to her existing property, which she is currently developing for her residence.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel into the Land Bank on December 27, 2011 pursuant to Resolution 051-11R. The vacant lot is .0719 acre with dimensions of approximately 33' x 101'. The property is currently zoned "R2F" Two-Family Residential, which is consistent with her adjoining property next door.

The current valuation as determined by the Erie County Auditor's office is one thousand eight hundred dollars (\$1,800.00). The Applicant proposes to pay an earnest money deposit of eight hundred dollars (\$800.00), which would cover the expenses of deed preparation, recording and transfer fees on this parcel, allowing the Applicant to pay the remaining balance of one thousand dollars (\$1,000.00) through "in-kind maintenance" on the property for a period of six (6) months.

This proposed sale will place this vacant non-productive parcel back into tax producing status and repurpose the currently vacant land. The Land Bank Committee approved the sale through the Mow to Own Side Lot Disposition program on July 18, 2022 contingent on:

1. The approval from the Land Bank Committee
2. The approval from City Commission
3. A valid sale and deed transfer to Applicant for parcel 59-60589.000 (438 Camp Street)
4. Fully executed purchase and sale agreement and the conditions within

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately one hundred dollars (\$100.00) per year in real estate taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Crystal Hester to sell the property no longer needed for any municipal purpose located at 442 Camp Street, and further identified by the Auditor as Erie County Parcel No. 59-60590.000 for a purchase price of one thousand eight hundred dollars (\$1,800.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the the purchase and sale agreement to ensure maintenance of the lot.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-60590.000, AND LOCATED AT 442 CAMP STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission authorized the acquisition of the property located at 442 Camp Street, Parcel No. 59-60590.000, by Resolution No. 051-11R, passed on December 27, 2011, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

WHEREAS, this City Commission recently authorized the sale of 438 Camp Street, Parcel No. 59-60589.000, to Crystal Hester by Ordinance No. 22-149, passed on August 8, 2022, for the purpose of new residential development and the construction of a modest two (2) bedroom, one (1) bathroom home on the property to be owner occupied; and

WHEREAS, Crystal Hester, is now the adjoining property owner of 442 Camp Street and desires to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Crystal Hester, desires to purchase Parcel No. 56-60590.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the purchase price of the property is \$1,800.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value; and

WHEREAS, the Land Bank Committee met on July 18, 2022, and approved the acquisition and sale of the property through the "Mow to Own" Side Lot Disposition Program to Chrystal Hester contingent on obtaining the necessary approvals, deed transfer of 438 Camp Street, and a fully executed purchase and sale agreement and the conditions within; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; 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 and sale agreement in a timely manner to ensure maintenance of the lot; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 finds, determines and declares that the Property, Parcel No. 59-60590.000, located at 442 Camp Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 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: October 24, 2022

PURCHASE AND SALE AGREEMENT

"Draft"

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Crystal Hester, 10620 Ashbury Avenue, Cleveland, Ohio 44106, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 442 Camp Street, Erie County Parcel Number 59-60590.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 438 Camp Street, Erie County Parcel Number 59-60589.000.

2. The total purchase price for the Property is one thousand, eight hundred dollars (\$1,800.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of eight hundred dollars (\$800.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of one thousand dollars (\$1,000.00) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of six (6) months according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

α) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this

parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property. Lot combination is required as part of the sale agreement.

b) Construction of additional separate dwelling units shall be prohibited.

Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than April 30, 2023, or at such other time as may be mutually agreed upon, in writing, by the parties.

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

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

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

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

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before April 30, 2023, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any

representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

SIGNATURE PAGES TO FOLLOW

EXHIBIT "1"

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

PURCHASER:

Crystal Hester

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Crystal Hester, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:
CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

EXHIBIT "1"

NOTARY PUBLIC

Approved as to Form:

Brendan Heil
Ohio Supreme Court #0091991
Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the south one-half (1/2) of Lot Number Two (2) on Camp Street in Scranton's Survey, as recorded in Volume 1 of Deeds, Page 28, Erie County, Ohio, excepting therefrom the east three (3) rods thereof.

EXHIBIT "A"

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

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

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

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

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

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

A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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

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

D. Price.

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

E. Payment.

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

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

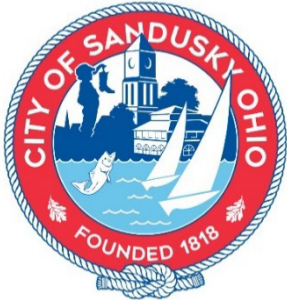
F. Breach of the Purchase Agreement.

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

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager



Community Development

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 11, 2022

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 823 N. Depot Street and further identified by the Auditor as Erie County Parcel No. 58-01812.000. Scott Terna and Michelle Schmidt have requested to purchase this parcel through the "Mow to Own" program and utilize the parcel to expand to their existing property.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel into the Land Bank on January 13, 2014 pursuant to Resolution 001-14R. The vacant lot is 0.1 acre with dimensions of approximately 44' x 99'. The property is currently zoned "R2F" Two-Family Residential, which is consistent with their adjoining property next door.

The current valuation as determined by the Erie County Auditor's office is five thousand three hundred fifty dollars (\$5,350.00). The Applicant proposes to pay an earnest money deposit of one thousand dollars (\$1,000.00), which would cover the expenses of deed preparation, recording and transfer fees on this parcel, allowing the Applicant to pay the remaining balance of four thousand three hundred fifty dollars (\$4,350.00) through "in-kind maintenance" on the property for a period of two (2) years.

This proposed sale will place this vacant non-productive parcel back into tax producing status and repurpose the currently vacant land. The Land Bank Committee approved the sale through the Mow to Own Side Lot Disposition program on September 19, 2022 contingent on:

1. The approval from the Land Bank Committee
2. The approval from City Commission
3. Fully executed purchase and sale agreement and the conditions within

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of these expenses from the sale and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting approximately ninety five dollars (\$95.00) per year in real estate taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Scott Terna and Michelle Schmidt to sell the property no longer needed for any municipal purpose located at 823 N. Depot Street, and further identified by the Auditor as Erie County Parcel No. 58-01812.000 for a purchase price of five thousand three hundred fifty dollars (\$5,350.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the purchase and sale agreement to ensure maintenance of the lot.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Jonathan Holody
Community Development Manager

Eric L. Wobser,
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01812.000, AND LOCATED AT 823 NORTH DEPOT STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 823 North Depot Street, Parcel No. 58-01812.000, by Resolution No. 001-14R, passed on January 13, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

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

WHEREAS, adjoining property owners Scott Terna & Michelle Schmidt, desire to purchase Parcel No. 58-01812.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the purchase price of the property is \$5,350.00, which is the current Erie County Auditor's valuation of the property and no less than fair market value; and

WHEREAS, the Land Bank Committee met on September 19, 2022, and approved the acquisition and sale of the property through the "Mow to Own" Side Lot Disposition Program to Scott Terna & Michelle Schmidt; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, closing costs, deed preparation, property maintenance and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser and any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; 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 and sale agreement in a timely manner to ensure maintenance of the lot; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 finds, determines and declares that the Property, Parcel No. 58-01812.000, located at 823 North Depot Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 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: October 24, 2022

PURCHASE AND SALE AGREEMENT

"Draft"

This Agreement is made and entered into this ____ day of _____ 2022, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Scott Terna and Michelle Schmidt, 710 Walt Lake Trail, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agrees to purchase from the Seller, the unimproved parcel of real property located at 823 N. Depot Street, Erie County Parcel Number 58-01812.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 827 N. Depot Street, Erie County Parcel Number 58-02543.000.

2. The total purchase price for the Property is five thousand, three hundred fifty dollars (\$5,350.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of one thousand dollars (\$1,000.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of four thousand, three hundred fifty dollars (\$4,350.00) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

α) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this

parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property. Lot combination is required as part of the sale agreement.

b) Construction of additional separate dwelling units shall be prohibited.

Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 30, 2024, or at such other time as may be mutually agreed upon, in writing, by the parties.

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

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

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

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

11. In the event that the Purchasers breaches this Agreement by not closing this transaction on or before October 30, 2024, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any

representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

SIGNATURE PAGES TO FOLLOW

EXHIBIT "1"

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

PURCHASERS:

Scott Terna

Michelle Schmidt

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, personally appeared Scott Terna and Michelle Schmidt, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

Brendan Heil
Ohio Supreme Court #0091991
Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Lot Numbers Twenty-two (22) and Twenty-three (23) on North depot Street in Cooke's Subdivision in the City of Sandusky, Erie County, Ohio as per plat recorded in Volume 2 of Plats, Page 23, Erie County, Ohio Records.

Property Address: 823 N. Depot St., Sandusky, OH 44870

Permanent Parcel No: 58-01812.000

EXHIBIT "A"

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

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

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

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

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
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5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

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

A. Qualified Properties.

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

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

B. Applicants.

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

C. Purchase.

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

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

D. Price.

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

E. Payment.

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

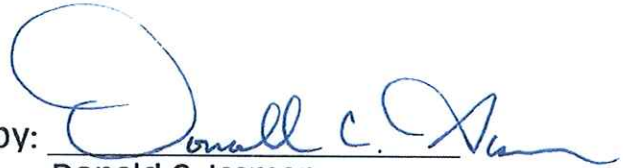
maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

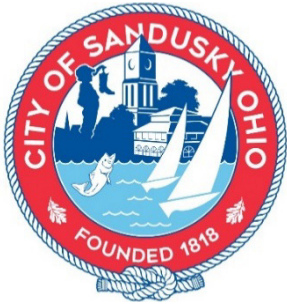
1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there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

Date: 9-16-11

Approved by:



Donald C. Icsman
Acting City Manager



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 18, 2022

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept six (6) parcels of nonproductive land, situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All parcels have been deemed necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on October 17, 2022.

- The City has identified one (1) commercial structure and is seeking approval to acquire this property through deed transfer from the Erie County Land Reutilization Corporation. There will be no cost for the transfer of property and when acquired, this hazardous structure will be demolished utilizing available grant funding.
 - 58-01981.000 1228 W. Osborne Street is a condemned commercial structure with over 50% structural damage. This property will be sold to the Erie County Land Reutilization Corporation and immediately transferred to the City of Sandusky Land Bank for the purpose of demolition utilizing grant funding.

- The City has identified five (5) parcels of vacant land and is seeking approval to acquire these parcels through tax foreclosure. If acquired, these parcels will be marketed for redevelopment or reutilized for public purpose.

<u>Parcel</u>	<u>Address</u>	<u>Dimensions</u>	<u>Zoning</u>
○ 57-00623.000	903 Hancock Street	33' x 198'	LB
○ 58-00515.000	1701 Harrison Street	33' x 128'	R2F
○ 58-00520.000	Harrison Street	33' x 128'	R2F
○ 57-03076.000	402 Bell Street	31' x 187'	R2F
○ 59-00380.000	313 Tiffin Avenue	41' x 93'	GB

The Land Bank Committee has determined that the acquisition of the five (5) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate twenty nine thousand seven hundred forty dollars (\$29,740.00) owed in delinquent taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire six (6) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Jonathan Holody, Community Development Director

Eric L. Wobser, City Manager

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



09/15/2022 08:17

1228 W. Osborne Street



10/12/2022 08:44

902 Hancock Street



10/12/2022 09:19

701 Harrison Street & Harrison Street



402 Bell Street



10/12/2022 09:27

13 Tiffin Avenue

CERTIFICATE OF FUNDS

In the Matter of: Land Bank Parcel 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 #239-4357-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/20/2022

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, it is requested that the City accept six (6) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

WHEREAS, the six (6) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on October 17, 2022; and

WHEREAS, upon City Commission approval and if acquired, one (1) commercial structure located at 1228 W. Osborne Street, which has been condemned with over 50% structural damage, will be acquired by the Erie County Land Reutilization Corporation and then transferred to the City for the purpose of demolition utilizing grant funding; and

WHEREAS, upon City Commission approval and if acquired, five (5) vacant lots located at 903 Hancock Street, 1701 Harrison Street, 402 Bell Street, 313 Tiffin Avenue, and on Harrison Street will be marketed for future development or reutilized for public purpose; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost of these acquisitions will be transfer fees and will be recouped by the City upon sale of the property; 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 allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

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

operation of the Municipal Departments, including the 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program six (6) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

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

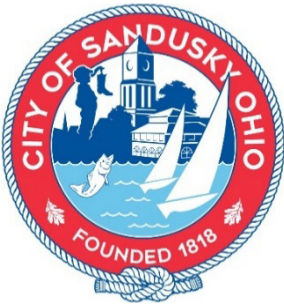
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022

10.17.22 Exhibit A Request for Acquisition

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
58-01981.000 Proposed Use:	1228 W. Osborne This is a condemned commercial structure with over 50% structural damage. This property will be sold to the Erie County Land Reutilization Corporaton and transferred to the City of Sandusky Land Bank for the purpose of demolition using CDBG funding.	Kenneth Philon	0.00	0.00	0.00	0.00	1,116.99
57-00623.000 Proposed Use:	903 Hancock This is residential vacant land with a lot size of appx 33'x198'. While the land is surrounded by residential living, the property is zoned "LB" Local Business. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development.	5 Property Investments, LLC	1,965.86	0.00	118.85	2,084.71	1,568.22
58-00515.000 & 58-00520.000 Proposed Use:	1701 Harrison & Harrison These are two (2) residential vacant lots each with dimensions of appx 33'x128' (combined would be 66'x128'). Both are zoned "R2F" Two-Family Residential. They are each delinquent with the Erie County Treasurer's office and if acquired, they will be evaluated for future development. These lots are within the Southside Master Planning Zone	5 Property Investments, LLC	268.00		43.36	311.36	187.92
57-03076.000 Proposed Use:	402 Bell This is residential vacant land with a lot size of appx 31'x187'. The property is zoned "R2F" Two-Family Residential. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development.	402 Bell LLC	705.56	5,042.75	132.95	5,881.26	9,980.63
59-00380.000 Proposed Use:	313 Tiffin This is vacant land with a lot size of appx 41'x93'. The property is zoned "GB" General Business. The property is delinquent with the Erie County Treasurer's office and if acquired, it will be evaluated for future development.	Mattie Garrett	2,227.71	1,566.03	427.89	4,221.63	5,506.57



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Aaron Klein, Director of Public Works

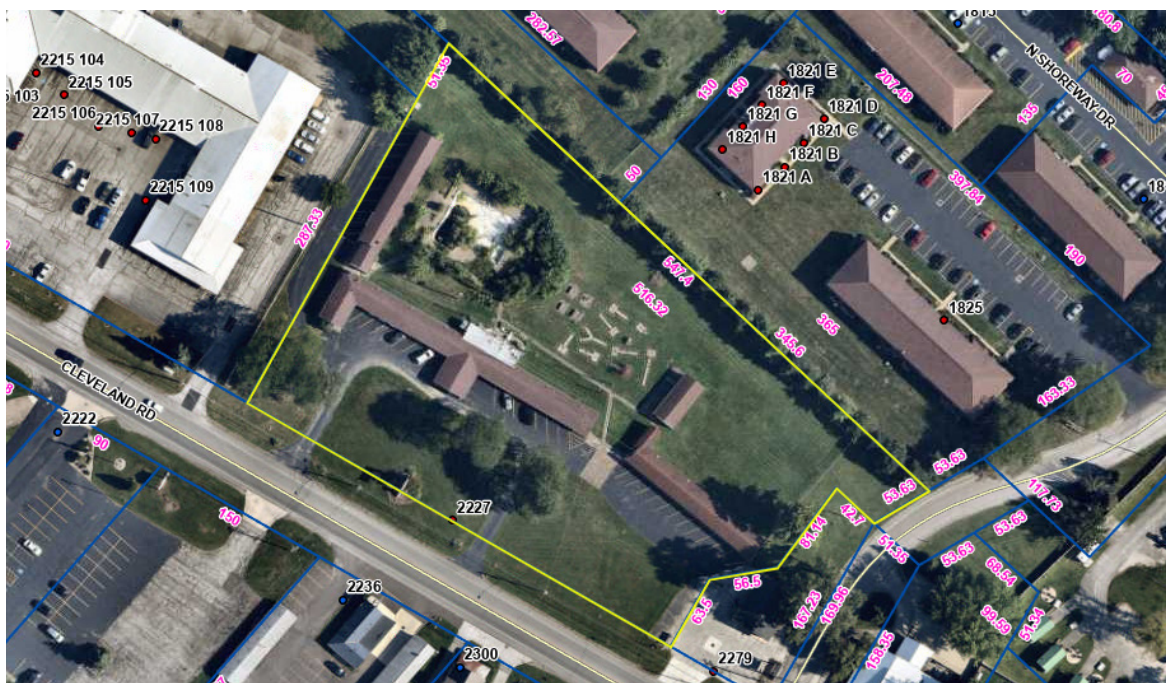
Date: October 12, 2022

Subject: Commission Agenda Item – Easements over Mecca Motel property for Sandusky Bay Pathway

Items for Consideration: Legislation authorizing the City Manager to purchase two (2) Temporary Easements and one (1) Permanent Easement over the property on which the Mecca Motel is situated for construction of portions of the Sandusky Bay Pathway as part of The Landing project.

Background Information: Per ordinance 18-127, the City contracted with Environmental Design Group (EDG) to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing project, which included sections of the Sandusky Bay Pathway. After preferred alignment alternatives were approved, EDG and their subconsultant OR Colan & Associates (ORC) have worked with landowners on acquisition services.

The property outlined in yellow below is the current location of the Mecca Motel. See the attached exhibit for an exact layout of the pathway on this parcel (PPN 57-02305.000). The two temporary easements total 0.2055 acres and the one permanent easement totals 0.3700 acres.



If approved, it is anticipated that these easement documents will be signed and recorded during the first week of November. This is the final property acquisition needed for the Sandusky Bay Pathway between Cedar Point Drive and the east corporation limit by Sports Center. Upon recording of this easement, final design and environmental permitting will commence in anticipation of bidding in 2023 and/or 2024.

Budgetary Information: The cost of the two temporary easements is \$631.00, and the total cost of the permanent easement is \$44,308.00 for a total acquisition price of \$44,939.00. This will be paid from Capital Issue 8 Funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to purchase two Temporary Easements and one Permanent Easement over the property on which the Mecca Motel is currently situated and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to allow the consultant to proceed with finalizing plans and permits for The Landing prior to ODOT expending funds on this section of the pathway during the first half of November. Approval at this time may save the project from being delayed up to two years.

I concur with this recommendation:

Eric L. Wobser
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Mecca Motel Easement

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 #431-6201-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE APPROVING TEMPORARY EASEMENTS THAT WILL BE GRANTED TO THE CITY BY EPH SANDUSKY, LLC, FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared their support for The Landing Park Project by Resolution No. 005-18R, passed on January 22, 2018; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing Project, which included sections of the Sandusky Bay Pathway, by Ordinance No. 18-127, passed on June 25, 2018; and

WHEREAS, EPH Sandusky, LLC, is in the process of purchasing the property located at 2227 Cleveland Road, Parcel No. 57-02305.000, with closing set for November 1, 2022, and will grant the City two (2) temporary easements necessary for the Sandusky Bay Pathway as part of The Landing Project upon completing the purchase of the property; and

WHEREAS, the cost of the temporary easements is \$631.00 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for a permanent easement from EPH Sandusky, LLC, for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with finalizing plans and permits for The Landing and prior to the Ohio Department of Transportation expending funds on this section of the pathway during the first half of November; and

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

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

Section 1. This City Commission approves the Temporary Easements that will be granted to the City by EPH Sandusky, LLC, for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is

attached and marked Exhibit "1" and is 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 such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022

LPA RE 807
Rev. 10/2017

TE
LPA

TEMPORARY EASEMENT

EPH Sandusky, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum \$631.00, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does grant to Grantee the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 57-02305.000 – T1, T2

Project: City of Sandusky -Landing Park

EXHIBIT "1"

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 57-02305.000

Prior Instrument Reference: Instrument No. _____, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment and construction of a public pathway.

In Witness Whereof EPH Sandusky, LLC, an Ohio limited liability company
has caused its name to be subscribed by _____, its
_____ and its duly authorized agent on the ____ day of
_____, 2022.

EPH Sandusky, LLC, an Ohio limited liability company

By: _____

Title: _____

State of Ohio, County Of _____ ss:

Be It Remembered, that on the ____ day of _____, 2022, before me the subscriber, a
Notary Public in and for said state and county, personally came the above named
who acknowledged being the _____ and duly authorized agent of EPH Sandusky, LLC, an
Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act
and deed of said entity. No oath or affirmation was administered to
_____, the authorized agent of EPH Sandusky, LLC, an Ohio limited liability
company, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my
official seal on the day and year last aforesaid.

Notary Public: _____

My Commission expires: _____

Eric Wobser, City Manager
City of Sandusky

Date

CITY OF SANDUSKY
PPN 57-02305.000 TEMPORARY EASEMENT 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and is part of land now or formerly owned by EPH Sandusky, LLC by deed in RN _____ of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-02305.000;

1. Thence S 64° 21' 13" W, along the east line of said PPN 57-02305.000, 35.04 feet to a point and being the True Place of Beginning for the easement herein described;
2. Thence S 64° 21' 13" W, continuing along the east line of said PPN 57-02305.000, 10.60 feet to a point;
3. Thence along a curve to the left, having a radius of 1470.02 feet, a delta angle of 06° 33' 31", a chord distance of 168.18 feet which bears N 48° 23' 54" W, a distance of 168.27 feet to a point of reverse curve;
4. Thence along a curve to the right, having a radius of 1525.00 feet, a delta angle of 10° 01' 48", a chord distance of 266.62 feet which bears N 46° 39' 46" W, a distance of 266.96 feet to a point of reverse curve;
5. Thence along a curve to the left, having a radius of 975.00 feet, a delta angle of 05° 05' 04", a chord distance of 86.50 feet which bears N 44° 11' 24" W, a distance of 86.52 feet to a point on the west line of said PPN 57-02305.000.
6. Thence N 29° 57' 46" E, along the west line of said PPN 57-02305.000, a distance of 10.27 feet to a point;
7. Thence along a curve to the right, having a radius of 985.00 feet, a delta angle of 05° 13' 19", a chord distance of 89.74 feet which bears S 44° 15' 31" E, a distance of 89.78 feet to a point of reverse curve;
8. Thence along a curve to the left, having a radius of 1515.00 feet, a delta angle of 10° 01' 48", a chord distance of 264.87 feet which bears S 46° 39' 46" E, a distance of 265.21 feet to a point of reverse curve;
9. Thence along a curve to the right, having a radius of 1480.02 feet, a delta angle of 06° 41' 44", a chord distance of 172.85 feet which bears S 48° 19' 48" E, 172.95 feet to a point on the east line of said PPN 57-02305.000, and being the True Place of Beginning and containing 0.1205 Acres of land more or less.;

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.



October 4, 2022

CITY OF SANDUSKY
PPN 57-02305.000 TEMPORARY EASEMENT 1

The above described easement lies within Erie County Auditor Parcel Number 57-02305.000

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

Dennis W. Stoffer, P.S. 7604

EXHIBIT "1"

CITY OF SANDUSKY
PPN 57-02305.000 TEMPORARY EASEMENT 2

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and is part of land now or formerly owned by EPH Sandusky, LLC by deed in RN _____ of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-02305.000, and being the Place of Beginning for the easement herein described;

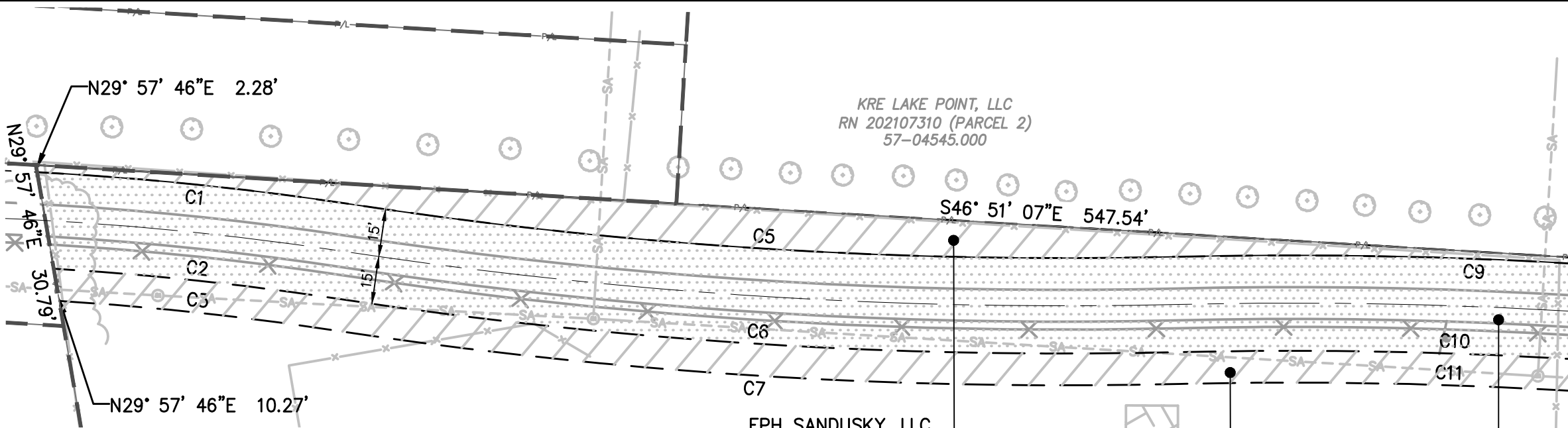
1. Thence S 64° 21' 13" W, along the east line of said PPN 57-02305.000, 3.29 feet to a point;
2. Thence along a curve to the left, having a radius of 1510.02 feet, a delta angle of 07° 05' 40", a chord distance of 186.85 feet which bears N 48° 07' 50" W, a distance of 186.97 feet to a point of reverse curve;
3. Thence along a curve to the right, having a radius of 1485.00 feet, a delta angle of 10° 01' 48", a chord distance of 259.63 feet which bears N 46° 39' 46" W, a distance of 259.96 feet to a point of reverse curve;
4. Thence along a curve to the left, having a radius of 1015.00 feet, a delta angle of 05° 37' 05", a chord distance of 99.48 feet which bears N 44° 27' 24" W, a distance of 99.52 feet to a point on the west line of said PPN 57-02305.000;
5. Thence N 29° 57' 46" E, along the west line of said PPN 57-02305.000, 2.28 feet to a point, being the northwesterly corner of said PPN 57-02305.000;
6. Thence S 46° 51' 07" E, along the north line of said PPN 57-02305.000, 547.54 feet to a point, being the northeasterly corner of said PPN 57-02305.00, and being the Place of Beginning, and containing 0.0850 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-02305.000



Dennis W. Stoffer, P.S. 7604



CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	99.52'	1015.00'	005°37'05"	S44° 27' 24"E	99.48'
C2	89.78'	985.00'	005°13'19"	S44° 15' 31"E	89.74'
C3	86.52'	975.00'	005°05'04"	N44° 11' 24"W	86.50'
C5	259.96'	1485.00'	010°01'48"	S46° 39' 46"E	259.63'
C6	265.21'	1515.00'	010°01'48"	S46° 39' 46"E	264.87'
C7	266.96'	1525.00'	010°01'48"	N46° 39' 46"W	266.62'
C9	186.97'	1510.02'	007°05'40"	S48° 07' 50"E	186.85'
C10	172.95'	1480.02'	006°41'44"	S48° 19' 48"E	172.85'
C11	168.27'	1470.02'	006°33'31"	N48° 23' 54"W	168.18'

TEMPORARY EASEMENT
AREA 2 = 0.0850 ACRES
3,701 SQ. FT.

PERMANENT EASEMENT
AREA = 0.3700 ACRES
16,116 SQ. FT.

TEMPORARY EASEMENT
AREA 1 = 0.1205 ACRES
5,248 SQ. FT.

LEGEND

30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)

TEMPORARY EASEMENT AREA

04080

MATCH LINE

146+12

SEE SHEET 2

PROJ. NO.: 16-0259-050
DRAWN: HD
CHECK: DS
DATE: 10-07-2022
REV:

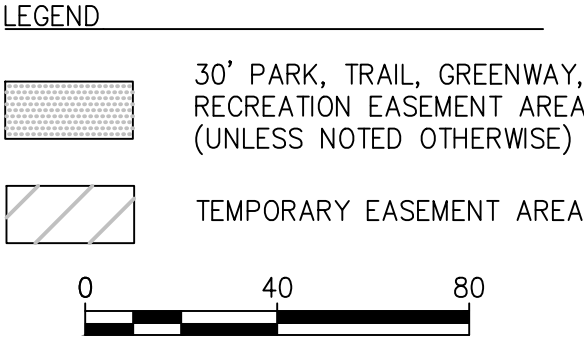
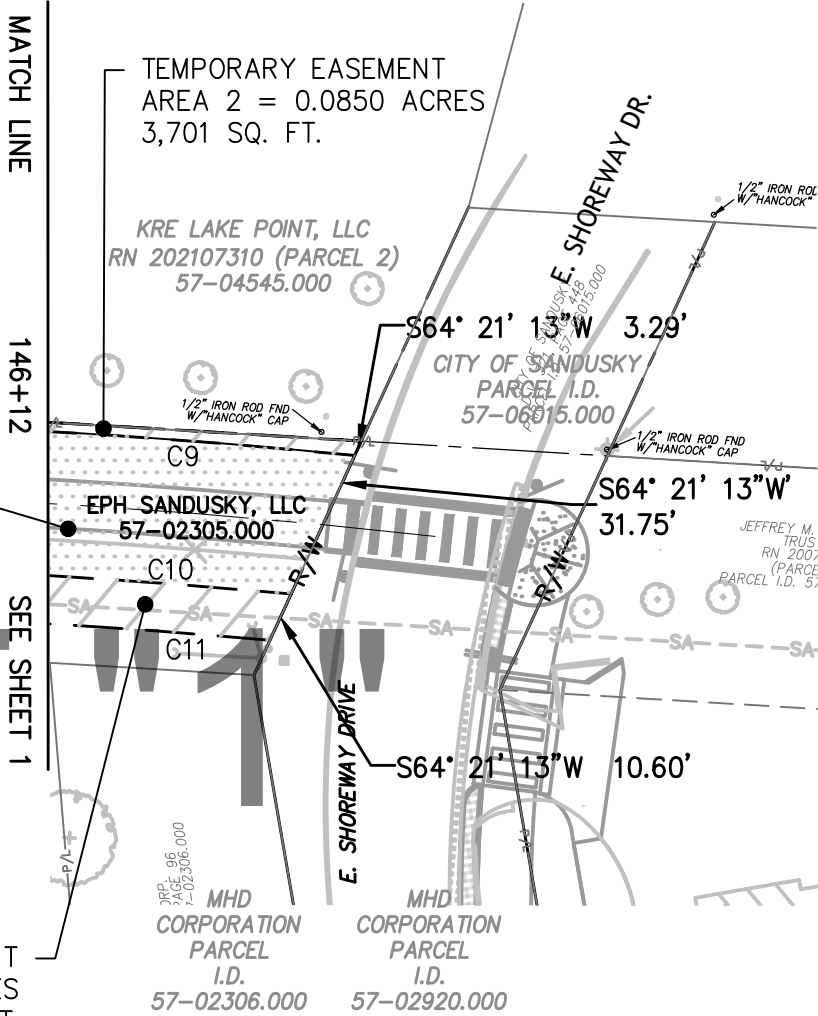
CITY OF SANDUSKY – THE LANDING
EPH SANDUSKY, LLC EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

Environmental
Design Group
ENVDESIGNGROUP.COM

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	99.52'	1015.00'	005°37'05"	S44° 27' 24"E	99.48'
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C3	86.52'	975.00'	005°05'04"	N44° 11' 24"W	86.50'
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C6	265.21'	1515.00'	010°01'48"	S46° 39' 46"E	264.87'
C7	266.96'	1525.00'	010°01'48"	N46° 39' 46"W	266.62'
C9	186.97'	1510.02'	007°05'40"	S48° 07' 50"E	186.85'
C10	172.95'	1480.02'	006°41'44"	S48° 19' 48"E	172.85'
C11	168.27'	1470.02'	006°33'31"	N48° 23' 54"W	168.18'

PERMANENT EASEMENT
AREA = 0.3700 ACRES
16,116 SQ. FT.

TEMPORARY EASEMENT
AREA 1 = 0.1205 ACRES
5,248 SQ. FT.



Environmental Design Group
ENVDESIGNGROUP.COM

PROJ. NO.: 16-0259-050

DRAWN: HD

CHECK: DS

DATE: 10-07-2022

REV:

CITY OF SANDUSKY – THE LANDING

EPH SANDUSKY, LLC EASEMENTS

SITUATED IN THE CITY OF SANDUSKY,

COUNTY OF ERIE, STATE OF OHIO

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EASEMENT THAT WILL BE GRANTED TO THE CITY BY EPH SANDUSKY, LLC, FOR THE SANDUSKY BAY PATHWAY AS PART OF THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared their support for The Landing Park Project by Resolution No. 005-18R, passed on January 22, 2018; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of The Landing Project, which included sections of the Sandusky Bay Pathway, by Ordinance No. 18-127, passed on June 25, 2018; and

WHEREAS, EPH Sandusky, LLC, is in the process of purchasing the property located at 2227 Cleveland Road, Parcel No. 57-02305.000, with closing set for November 1, 2022, and will grant the City a permanent easement necessary for the Sandusky Bay Pathway as part of The Landing Project upon completing the purchase of the property; and

WHEREAS, the cost of the permanent easement is \$44,308.00 and will be paid with Issue 8 Capital Projects Funds; and

WHEREAS, approval for two (2) temporary easements from EPH Sandusky, LLC, for the Sandusky Bay Pathway as part of The Landing Project is being requested in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with finalizing plans and permits for The Landing and prior to the Ohio Department of Transportation expending funds on this section of the pathway during the first half of November; and

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

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

Section 1. This City Commission approves a Permanent Easement that will be granted to the City by EPH Sandusky, LLC, for the purpose of utilizing for the Sandusky Bay Pathway as part of The Landing Project, a copy of which is attached

and marked Exhibit "1" and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the acquisition of property for the Sandusky Bay Pathway as part of The Landing Project in Sandusky to EPH Sandusky, LLC, in an amount **not to exceed** Forty Four Thousand Three Hundred Eight and 00/100 Dollars (\$44,308.00) pursuant to the Easement Agreement and upon the completion of EPH Sandusky, LLC's acquisition and the receipt of recorded deed establishing ownership.

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 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: October 24, 2022

LPA RE 806D
Rev. 02/2021

E
LPA

EASEMENT

EPH Sandusky, LLC, an Ohio limited liability company, the Grantor(s), a in consideration of the sum of \$44,308.00, to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 57-02305.000 - PE
City of Sandusky -Landing Park Project
SEE EXHIBIT A ATTACHED

EXHIBIT "1"

Erie County Current Tax Parcel No. 57-02305.000

Prior Instrument Reference: Instrument No. _____, Erie County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees as follows:

(A) All alternatives to a proposed alignment of the highway project shall be studied and considered pursuant to the "National Environmental Policy Act of 1969," 83 Stat. 852, 42 U.S.C.A. 4321 et seq., as amended.

(B) Acceptance of the donation shall not influence the environmental assessment of the highway project, including the decision relative to the need to construct the project or selection of its specific location.

(C) The donated interest shall revert to the grantor or his successors or assigns if the interest is not required for the alignment chosen for the highway project after public hearings, if hearings are required, and adoption of the environmental document

As consideration for the transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at anytime the property granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in

connection with a road that shall be open to the public without charge, then Grantee shall vacate its road over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost.

In Witness Whereof EPH Sandusky, LLC, an Ohio limited liability company has caused its name to be subscribed by _____, its _____, and its duly authorized agent on the ____ day of _____, 2022.

EPH Sandusky, LLC, an Ohio limited liability company

By: _____

Title: _____

State of Ohio, County Of _____ ss:

Be It Remembered, that on the ____ day of _____, 2022, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____ who acknowledged being the _____ and duly authorized agent of EPH Sandusky, LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to _____, the duly authorized agent of EPH Sandusky, LLC, an Ohio limited liability company, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission expires: _____

Eric Wobser, City Manager
City of Sandusky

Date

CITY OF SANDUSKY
PPN 57-02305.000 PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and is part of land now or formerly owned by EPH Sandusky, LLC by deed in RN _____ of Erie County Records and being more fully described as follows:

Commencing at the northeasterly corner of parcel number 57-02305.000;

1. Thence S 64° 21' 19" W, along the east line of said PPN 57-02305.000, 3.29 feet to a point and being the True Place of Beginning for the easement herein described;
2. Thence S 64° 21' 19" W, continuing along the east line of said PPN 57-02305.000, 31.75 to a point;
3. Thence along a curve to the left, having a radius of 1480.02 feet, a delta angle of 06° 41' 44", a chord distance of 172.85 feet which bears N 48° 19' 48" W, a distance of 172.95 feet to a point of reverse curve;
4. Thence along a curve to the right, having a radius of 1515.00 feet, a delta angle of 10° 01' 48", a chord distance of 264.87 feet which bears N 46° 39' 46" W, a distance of 265.21 feet to a point of reverse curve;
5. Thence along a curve to the left, having a radius of 985.00 feet, a delta angle of 05° 13' 19", a chord distance of 89.74 feet which bears N 44° 15' 31" W, 89.78 feet to a point on the west line of said PPN 57-02305.000;
6. Thence N 29° 57' 46" E, along the west line of said PPN 57-02305.000, 30.79 feet to a point;
7. Thence along a curve to the right, having a radius of 1015.00 feet, a delta angle of 05° 37' 05", a chord distance of 99.48 feet which bears S 44° 27' 24" E, a distance of 99.52 feet to a point of reverse curve;
8. Thence along a curve to the left, having a radius of 1485.00 feet, a delta angle of 10° 01' 48", a chord distance of 259.63 feet which bears S 46° 39' 46" E, 259.96 feet to a point of reverse curve;
9. Thence along a curve to the right, having a radius of 1510.02 feet, a delta angle of 07° 05' 40", a chord distance of 186.85 feet which bears S 48° 07' 50" E, a distance of 186.97 feet to a point on the east line of said PPN 57-02305.000, and being the True Place of Beginning, and containing 0.3700 Acres of land more or less.;



October 4, 2022

CITY OF SANDUSKY
PPN 57-02305.000 PERMANENT EASEMENT

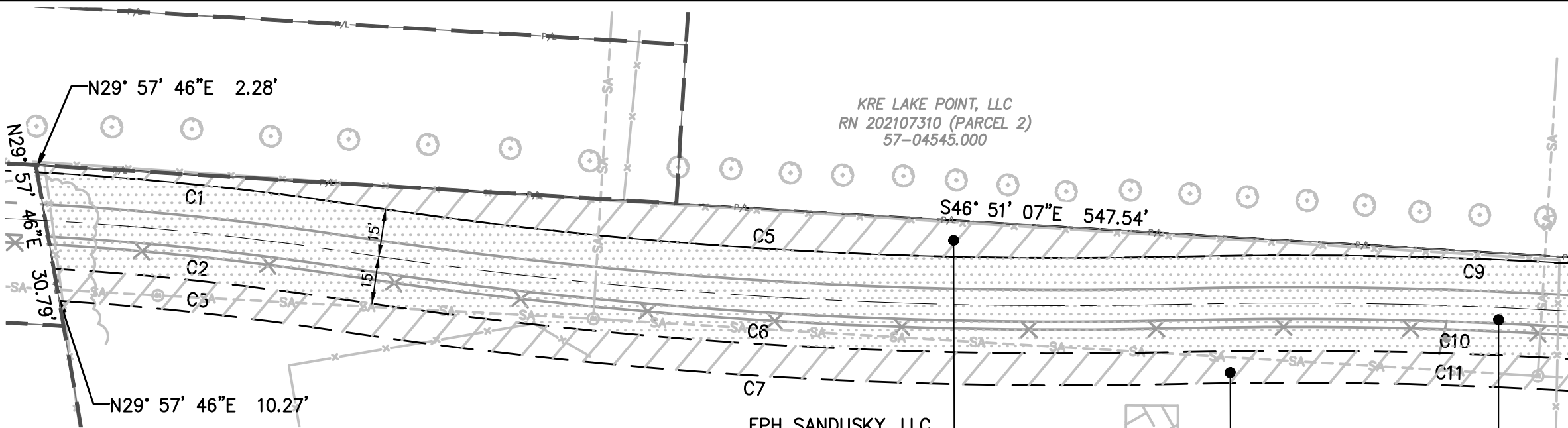
This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-02305.000

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

Dennis W. Stoffer, P.S. 7604

EXHIBIT "1"



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30' PARK, TRAIL, GREENWAY, RECREATION EASEMENT AREA (UNLESS NOTED OTHERWISE)

TEMPORARY EASEMENT AREA

0 40 80

Environmental Design Group
ENVDESIGNGROUP.COM

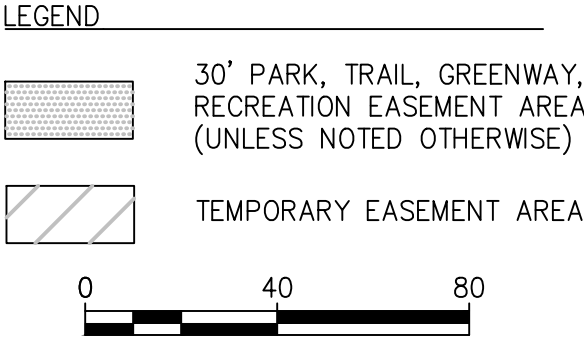
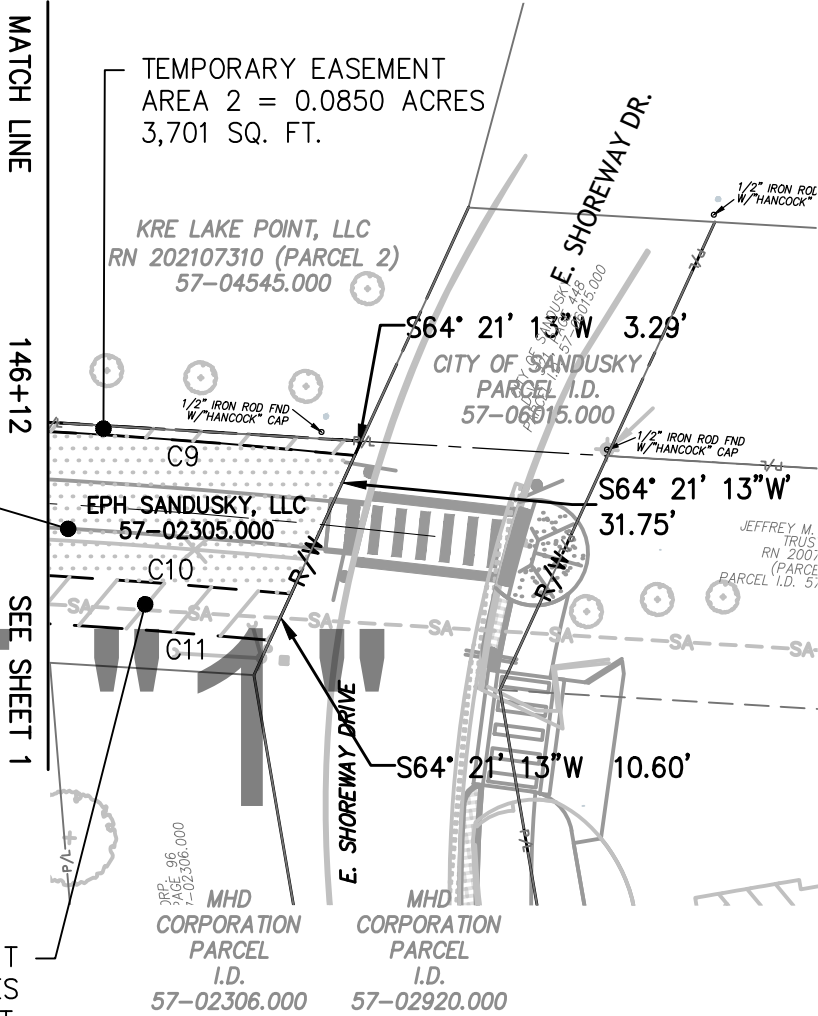
PROJ. NO.: 16-0259-050
 DRAWN: HD
 CHECK: DS
 DATE: 10-07-2022
 REV:

CITY OF SANDUSKY – THE LANDING
 EPH SANDUSKY, LLC EASEMENTS
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16,116 SQ. FT.

TEMPORARY EASEMENT
AREA 1 = 0.1205 ACRES
5,248 SQ. FT.





DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 12, 2022

Subject: **Commission Agenda Item – Purchase Bulk Rock Salt for CY 2023**

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2023.

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

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments and Sandusky City Schools for a total of 12,820 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2023 to Compass Minerals America, Inc., of Overland Park, Kansas, at a rate of \$56.15 per ton for delivery or \$53.00 per ton for pick up at 931 W. Water Street in Sandusky. The price for 2022 was \$45.00 per ton for delivery or \$47.44 per ton for pick up.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$132,500.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt. Because of the lower rate in 2022, the City will maximize stock before the end of the year.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2023 would be \$132,500.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Compass Minerals America Inc. of Overland Park, Kansas, at an amount not to exceed \$132,500.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the contract can be signed by November which would allow for the purchase of deicing rock salt for calendar year 2023 and allow for salt application as weather dictates.

I concur with this recommendation:

Eric Wobser, City Manager

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

RESOLUTION NO. 22-342

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

The Board of County Commissioners of Erie County, Ohio, met this 7th day of September, 2022, in regular session with the following members present:

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

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

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

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2023 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

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


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

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

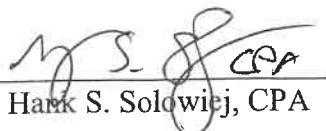
Adopted: September 7, 2022

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #231.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Hank S. Solowiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$308,825.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER
(2023)

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 8/3/22

Richard H. Jeffrey 1210
Richard H. Jeffrey
County Auditor

Approved As to Content:

Steve P. Farkman
Elected Official/Department Head

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$1,000.00**, being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

10100-1080-522000
FACILITIES
(2023)

RESO. NO: _____

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 8/30/22

Richard H. Jeffrey 100
Richard H. Jeffrey
County Auditor

Approved As to Content:

Barbara
Elected Official/Department Head



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

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

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

Contractor's Information:

Name: ,
Organization: **COMPASS MINERALS AMERICA, INC.**
Date: **8/29/2022 3:10:10 PM**

LT

This search produced the following list of **14** possible matches:

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

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

CONTRACT

This contract made and entered into this 7th day of September, 2022, by and between Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 12,820 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2023 calendar year (1/01/2023 – 12/31/2023). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	5,500	\$53.00/ton	\$291,500.00	\$56.15/ton	\$308,825.00
Erie County Facilities Dept.	150	53.00/ton	\$7,950.00	56.15/ton	\$8,422.50
Berlin Township	200	53.00/ton	10,600.00	56.15/ton	11,230.00
Florence Township	150	53.00/ton	7,950.00	56.15/ton	8,422.50
Groton Township	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Huron Township	600	53.00/ton	31,800.00	56.15/ton	33,690.00
Milan Township	600	53.00/ton	31,800.00	56.15/ton	33,690.00
Oxford Township	175	53.00/ton	9,275.00	56.15/ton	9,826.25
Perkins Township	800	53.00/ton	42,400.00	56.15/ton	44,920.00
Vermilion Township	400	53.00/ton	21,200.00	56.15/ton	22,460.00
Village of Berlin Heights	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Village of Castalia	100	53.00/ton	5,300.00	56.15/ton	5,615.00
Village of Milan	400	53.00/ton	21,200.00	56.15/ton	22,460.00
City of Huron	1,000	53.00/ton	53,000.00	56.15/ton	56,150.00
City of Sandusky	2,500	53.00/ton	132,500.00	56.15/ton	140,375.00
Sandusky City Schools	45	53.00/ton	2,385.00	56.15/ton	2,526.75
Total Estimated Requirements	12,820		\$679,460.00		\$719,843.00

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$53.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$56.15/Ton, not to exceed **\$317,247.50** (\$308,825.00 – Erie County Engineer, \$8,422.50– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 11, 2022, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2023

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on August 17, 2022.

SUPPLIER RESPONSIBILITIES

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

TERM

This contract shall remain in effect from January 1, 2023 through December 31, 2023.

INDEMNITY

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

INSURANCE REQUIREMENTS

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

MODIFICATION

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

NOTICE TO PROCEED

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

NON-DISCRIMINATION

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

FINDINGS FOR RECOVERY

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

COUNTERPARTS

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

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

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

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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.

Signature

Title

48-1047632

Taxpayer I.D. #

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO

Patrick J. Shenigo

Mathew R. Old

Stephen L. Shoffner

Approved as to Form:

Asst. Prosecuting Attorney

Approved as to Content:

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

Gary Weilnau, Building & Grounds Superintendent


CERTIFICATE OF FUNDS

In the Matter of: 2023 Rock Salt

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

Account #216-6550-54042

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2023 FROM COMPASS MINERALS AMERICA, INC. OF OVERLAND PARK, KANSAS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, Erie County has awarded the salt contract for CY 2023 to Compass Minerals America, Inc. of Overland Park, Kansas, at a rate of \$56.15 per ton for delivery and \$53.00 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, Sandusky City Schools, and two (2) separate Erie County departments for a total of 12,820 tons of which the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$132,500.00; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to authorize the purchase of highway deicing rock salt for the calendar year 2023 and allow for salt application as the weather dictates; and

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

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

Section 1. The City Manager is authorized and directed to purchase from Compass Minerals America Inc., of Overland, Kansas, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2023, at a cost **not to exceed** One Hundred Thirty Two Thousand Five Hundred and 00/100 Dollars (\$132,500.00). Said highway

deicing rock salt shall be provided in accordance with the proposal of the said Compass Minerals American Inc., of Overland, Kansas, on file with the Erie County Purchasing Department, and the bid specifications in relation thereto.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: October 17th, 2022

Subject: **Commission Agenda Item – GIS cost share agreement with Erie County 2023-2028**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into the Erie County Geographical Information System 2023-2028 Cost Share Agreement and authorize payment for the annual cost sharing fee for a period of six (6) years.

BACKGROUND INFORMATION: The City has participated in this cost share agreement for the past eighteen (18) years along with the County and other Cities, townships and villages within the County. We are the only County in Ohio who has managed to negotiate this kind of agreement and it takes everyone's participation to make it possible.

GIS (Geographic Information System) is an area within the City that is constantly evolving, which leaves many possibilities and efficiencies to be gained. This agreement includes access to aerial photography and pictometry, software licensing, training and data maintenance and storage. The cost spread between all entities is based on total population share from the 2020 census.

BUDGETARY INFORMATION: The City's share of this agreement will be \$26,759.00 per year, with a total cost over the length of agreement of \$160,554.00 which will be split between departmental operating budgets.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into agreement with Erie County for the 2023 to 2028 cost share agreement for the GIS ELA agreement. It is further requested that the necessary legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to provide Erie County with a signed copy by November 1st 2022 as requested.

I concur with this recommendation:

Eric Wobser, City Manager

Cody Browning, IT Manager

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

CERTIFICATE OF FUNDS

In the Matter of: GIS Cost Share Agreement with Erie County

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, 612 & 613

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A GEOGRAPHICAL INFORMATION SYSTEM (GIS) 2023-2028 COST SHARE AGREEMENT WITH ERIE COUNTY: AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has participated in the cost sharing of the Geographical Information System (GIS) for the past eighteen (18) years which allows the City access to aerial photography and pictometry, software licensing, training, and data maintenance and storage as well as all other participants; and

WHEREAS, the other participants are Erie County (ten County Departments including the Board of County Commissioners and Auditor), the townships of Berlin, Florence, Groton, Huron, Margaretta, Milan, Oxford, Perkins, and Vermilion, the Villages of Bayview, Berlin Heights, Kelleys Island, and Milan, and the cities of Huron and Vermilion; and

WHEREAS, the City's share of the cost to participate in the Cost Share Agreement for 2023-2028 is \$26,759.00 each year for a total cost of \$160,554.00 which will be split between departmental operating budgets; 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 provide Erie County with a signed copy by November 1, 2022, as requested; 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 Information Technology, 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 approves the form of the agreement and authorizes and directs the City Manager to execute the Erie County Geographical Information System 2023-2028 Cost Share Agreement on behalf of the City substantially in the same form as reflected in Exhibit "1" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the purpose of this Ordinance as set

forth in the preambles hereto and authorizes the City Manager and/or Finance Director to expend funds as required pursuant to the agreement.

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: October 24, 2022

ERIE COUNTY GEOGRAPHICAL INFORMATION SYSTEM 2023-2028 COST SHARE AGREEMENT

This Erie County Geographical Information System 2023-2028 Cost Share Agreement (“Agreement”) is made and entered into this _____ day of _____, 2022, by and between the Board of Commissioners of Erie Metro Parks, Board of Trustees of Berlin Township, Board of Trustees of Florence Township, Board of Trustees of Groton Township, Board of Trustees of Huron Township, Board of Trustees of Margaretta Township, Board of Trustees of Milan Township, Board of Trustees of Oxford Township, Board of Trustees of Perkins Township, Board of Trustees of Vermilion Township, City Commission of the City of Sandusky, City Council of the City of Huron, City Council of the City of Vermilion, Village Council of the Village of Bayview, Village Council of the Village of Berlin Heights, Village Council of the Village of Kelleys Island and Village Council of the Village of Milan (collectively, the “Political Subdivisions”), the Board of Commissioners of Erie County, Ohio (“County”), and the Erie County Auditor (“Auditor”).

WITNESSETH:

WHEREAS, the Political Subdivisions and County previously entered into an Erie County Geographical Information System 2017-2022 Cost Share Agreement (“2017-2022 Agreement”) for the establishment and support of a shared Geographical Information System (“GIS”);

WHEREAS, the Political Subdivisions and County have a continuing need for accurate and current geographical information for their respective operations;

WHEREAS, the Political Subdivisions and County find that a shared GIS increases efficiency and reduces cost as compared to multiple systems;

WHEREAS, the continued coordination of GIS services within Erie County is of importance to the Political Subdivisions and the County;

WHEREAS, the County and Political Subdivisions have authority to enter into this Agreement as provided in R.C. 9.482 and R.C. 307.15;

WHEREAS, the County and Political Subdivisions desire to enter into this Agreement so that the County continues to provide GIS services to the Political Subdivisions and to coordinate GIS services within Erie County.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County, the Auditor and the Political Subdivisions do hereby agree that:

1. County shall provide and coordinate GIS services via a full-time GIS Coordinator (“Coordinator”) who works under the supervision of the Auditor. Coordinator’s duties include the maintenance, coordination and administration of the GIS in Erie County, and other assigned duties. Coordinator shall meet with the Board of Commissioners of Erie County on a quarterly basis in a public meeting.

2. GIS Advisory Board

- a. The “2017-2022 Agreement” created a GIS Advisory Board to bring specific GIS related concerns or issues to the Coordinator and Auditor.
- b. The GIS Advisory Board shall continue in its existing form with the following members, or their designee:
 - i. One member, an elected official from the Board of County Commissioners of Erie County, Ohio or an appointee.
 - ii. One member from the City of Sandusky, appointed by the City Manager.
 - iii. One member from the City of Vermilion, appointed by the City Council.
 - iv. One member from the City of Huron, appointed by the City Manager.
 - v. One member from each of the Townships of Erie County, who are signatory to this Agreement.
 - vi. One member, from the Villages of Erie County, who are signatory to this Agreement.
 - vii. One member from the Erie County Engineer’s Office.
 - viii. One member from the Erie County Sheriff’s Office.
 - ix. One member from the Erie County Emergency Management Agency.
 - x. One member from the Erie County Department of Environmental Services.
 - xi. One member from the Erie Soil & Water Conservation District.
 - xii. One member from the Erie County Health District.
 - xiii. One member from the Erie County Auditor’s Office.
 - xiv. One member from the Erie Regional Planning Department.
 - xv. One member from the Erie MetroParks.
- c. Coordinator shall serve as Secretary of the GIS Advisory Board.
- d. The GIS Advisory Board shall elect a President and a Vice President at the Board’s first meeting each calendar year. The term for the President and Vice-President shall be one (1) year. The President and/or Vice-President may be reelected for multiple and/or successive terms.
- e. The GIS Advisory Board shall meet at least twice each calendar year. The meetings shall be called by the President of the GIS Advisory Board, the GIS Coordinator or any three

members of the GIS Advisory Board. The meetings shall be subject to the Open Meetings Act (R.C. 121.22).

3. The Treasurer of the GIS Advisory Board shall prepare a budget for each calendar year. The funds provided for in the budget and all funds received for GIS related services shall be paid to the Auditor. Said funds shall be deposited into account 72310-1140-433650 Intergovernmental Revenue Fund, which is designated for GIS purposes.

4. Annual Assessment

- a. The Political Subdivisions and County shall make annual payments to the Auditor for the respective amounts assessed against the Political Subdivisions and the County for the GIS services performed and to be performed in this Agreement. The Auditor shall submit an invoice to the County and Political Subdivisions in January of each calendar year and the County and Political Subdivisions shall make payment to the Auditor within thirty (30) days of receipt of the invoice. The annual assessment amount, which is determined by the GIS Advisory Board Finance Subcommittee and is based on a per capita model, is set forth in the attached **Exhibit A-1 and Exhibit A-2**.
- b. If the GIS Advisory Board finds that an increase in the annual assessment is necessary for the next calendar year, then the GIS Advisory Board shall provide notice of the same to the County and Political Subdivisions by September 30th. The GIS Advisory Board shall then make a request to the County for an increase in the annual assessment and the GIS Advisory Board shall present the request to the County at a public meeting in November.

5. Amendment/Termination

- a. This Agreement shall continue in effect through December 31, 2028.
- b. This Agreement may be terminated or amended at any time by mutual agreement of the County and the Political Subdivisions.
- c. A Political Subdivision may withdraw from the Agreement at the end of any calendar year by action of its legislative authority and submission of written notice to the County at least ninety (90) days prior to the end of the calendar year.

6. Miscellaneous

- a. Any obligations of the parties regarding GIS contained in any other agreement(s) between the parties shall remain in effect and full force, and shall not be eliminated or modified unless inconsistent with the terms of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Political Subdivisions, County and Auditor have caused this Agreement to be executed by the necessary and authorized officers and officials of the Political Subdivisions, County and Auditor hereunto duly authorized as of the day and year first above written.

BOARD OF COMMISSIONERS OF ERIE COUNTY, OHIO Name: _____ Name: _____ Name: _____	ERIE COUNTY AUDITOR Richard H. Jeffrey
BOARD OF TRUSTEES OF FLORENCE TOWNSHIP Name: _____ Name: _____ Name: _____	BOARD OF TRUSTEES OF GROTON TOWNSHIP Name: _____ Name: _____ Name: _____
BOARD OF TRUSTEES OF HURON TOWNSHIP Name: _____ Name: _____ Name: _____	BOARD OF TRUSTEES OF MARGARETTA TOWNSHIP Name: _____ Name: _____ Name: _____
BOARD OF TRUSTEES OF MILAN TOWNSHIP Name: _____	BOARD OF TRUSTEES OF OXFORD TOWNSHIP Name: _____

Name: _____ Name: _____	Name: _____ Name: _____
BOARD OF TRUSTEES OF PERKINS TOWNSHIP Name: _____ Name: _____ Name: _____	BOARD OF TRUSTEES OF VERMILION TOWNSHIP Name: _____ Name: _____ Name: _____
CITY COMMISSION OF THE CITY OF SANDUSKY Name: _____	CITY COUNCIL OF THE CITY OF HURON Name: _____
CITY COUNCIL OF THE CITY OF VERMILION Name: _____	VILLAGE COUNCIL OF THE VILLAGE OF BAYVIEW Name: _____
VILLAGE COUNCIL OF THE VILLAGE OF BERLIN HEIGHTS Name: _____	VILLAGE COUNCIL OF THE VILLAGE OF KELLEYS ISLAND Name: _____
VILLAGE COUNCIL OF THE VILLAGE OF MILAN Name: _____	ERIE METRO PARKS Name: _____

EXHIBIT "1"

APPROVED AS TO CONTENT:

ERIE COUNTY HEALTH DISTRICT Name: _____	ERIE COUNTY ENGINEER'S OFFICE Name: _____
ERIE COUNTY SHERIFF'S OFFICE Name: _____	ERIE SOIL AND WATER CONSERVATION DISTRICT Name: _____
ERIE COUNTY EMERGENCY MANAGEMENT AGENCY Name: _____	ERIE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES Name: _____
ERIE COUNTY REGIONAL PLANNING COMMISSION Name: _____	

EXHIBIT "1"

APPROVED AS TO FORM:

ERIE COUNTY PROSECUTOR'S OFFICE _____ Jason Hinnars, Assistant Prosecuting Attorney	
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EXHIBIT "A-1"

Annual Assessment

<u>Political Subdivision</u>	<u>Annual Assessment</u>
Board of Commissioners of Erie County	\$73,508.00
Board of Commissioners of Erie Metro Parks	\$4,692.00
Board of Trustees of Berlin Township	\$3,064.53
Board of Trustees of Florence Township	\$2,493.18
Board of Trustees of Groton Township	\$1,453.33
Board of Trustees of Huron Township	\$3,613.48
Board of Trustees of Margaretta Township	\$4,579.99
Board of Trustees of Milan Township	\$2,650.02
Board of Trustees of Oxford Township	\$1,223.16
Board of Trustees of Perkins Township	\$12,427.18
Board of Trustees of Vermilion Township	\$5,036.26
City Commission of the City of Sandusky	\$26,759.00
City Council of the City of Huron	\$7,280.93
City Council of the City of Vermilion	\$5,028.11
Village Council of the Village of Bayview	\$643.66
Village Council of the Village of Berlin Heights	\$727.18
Village Council of the Village of Kelleys Island	\$500.00
Village Council of the Village of Milan	\$1,392.23

ERIE COUNTY GIS ADVISORY BOARD - "EXHIBIT A-2"					
2023 - 2028 BUDGET new 6 year agreement					
			Yearly		
			Amount for		
			Proposed		
			2023 - 2028		
			W/ Minimum		
			& non-partic.		
Entity	Census	Census Percentage		Cost Share Data by Year	
VILLAGES	3025	1.97%	3,080.83	BUDGET	156,400.00
Bay View Village	632	0.41%	643.66	NearMap	72,000.00
Berlin Heights Village	714	0.46%	727.18	LBRS Maint.	9,900.00
Kelleys Island Village	312	0.20%	500.00	AGS admin support	3,000.00
Milan Village	1367	0.89%	1,392.23	WebEX	2,000.00
				ESRI ELA	67,000.00
TOWNSHIPS	35879	23.36%	36,541.13	GeoJobe	500.00
Berlin Township	3009	1.96%	3,064.53	SQL SA License	2,000.00
Florence Township	2448	1.59%	2,493.18		
Groton Township	1427	0.93%	1,453.33		
Huron Township	3548	2.31%	3,613.48		
Margaretta Township	4497	2.93%	4,579.99		
Milan Township	2602	1.69%	2,650.02		
Oxford Township	1201	0.78%	1,223.16		
Perkins Township	12202	7.95%	12,427.18		
Vermilion Township	4945	3.22%	5,036.26		
CITIES	37879	24.67%	38,578.04		
Huron City	7149	4.66%	7,280.93		
Sandusky City	25793	16.80%	26,759.00	Community Analyst License - COS only	490
Vermilion City	4937	3.21%	5,028.11		
ERIE COUNTY	76783	50.00%	78,200.00		
Auditors		14.00%	21,896.00	NearMap Fall Oblique flight (ECAO only)	20000
Engineers		5.00%	7,820.00	The Erie County Auditor will pay the additional \$20,000 annually to cover the cost of the annual Fall oblique imagery in the NearMap contract. The NearMap contract is a 3 year contract, so this will be reviewed every 3 years.	
Environmental Services		5.00%	7,820.00		
Emergency Mgt/E911		2.00%	3,128.00		
Regional Planning		3.00%	4,692.00		
Sheriff		6.00%	9,384.00		
Erie Soil & Water District		2.00%	3,128.00		
Health District		5.00%	7,820.00		
Commissioners		5.00%	7,820.00		
Erie MetroParks		3.00%	4,692.00		
		0.98			
TOTAL			156,400.00		

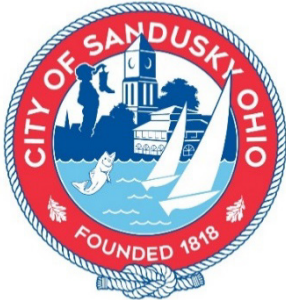
Example:

CERTIFICATE OF FUNDS

I hereby certify that the money required for this contract or expenditure is in the Treasury to the credit of the fund which it is to be drawn and is not now appropriated for any other purpose.

Note: Each participating political subdivision's treasurer and or clerk/treasurer shall provide the proper certificate.

EXHIBIT "1"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: October 12th, 2022
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #5

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of a commercial property.

Background Information: 1228 Osborne Street, Parcel No. 58-01981.000, has been ordered by the Chief Building Official for demolition. It is a commercial property and condemned and ordered demolished due to structural failure of the roof and second floor.

City staff is requesting permission to bid out the asbestos abatement and demolition of the above property. If approved, the City will first complete the environmental review process through the State Historic Preservation Office and then subsequently seek proposals from firms to complete an asbestos survey to be used as part of the demolition bidding process.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition. The costs for the demolition and asbestos abatement will be paid with FY 21 Community Development Block Grant funds.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #5 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Nicole Grohe, Community Development Program Administrator

I concur with this recommendation:

Jonathan Holody
Director of Community Development

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #5; DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #5 involves the asbestos abatement and demolition of the commercial structure located at 1228 W. Osborne Street, which was condemned and ordered for demolition by the City's Chief Building Official due to structural failure of the roof and second floor; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY21 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement will be charged to the owner and assessed to the property; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

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

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

Section 1. This City Commission approves of the proposed CDBG FY21 Demolition Project #5.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #5 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #5 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and

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

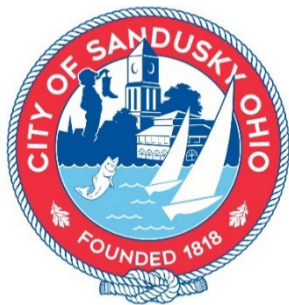
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 12, 2022

Subject: **Commission Agenda Item – Permission to the Mills Street High Rate Treatment Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to accept bids for the Mills Street High Rate Treatment Project.

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. Contractors have estimated this project to need upwards of 24 months to complete so it is imperative to bid the project as soon as possible.

Over the past two years staff has been working diligently with Stantec Consulting Services, Inc. (Stantec) on the design of the new high rate treatment system. Preliminary design was completed in March 2022 via ordinance 21-136, and detailed design was immediately started via ordinance 22-047. These design phases included the following tasks:

- Conducting site visits to evaluate various treatment technologies,
- Evaluating several HRT alternatives, including cost estimating costs for every option,
- Piloting the preferred design alternative,
- Developing a Preliminary Design Report,
- Designing the selected technology, which is a Disc Filtration System,
- Modeling of the wastewater treatment plant processes,
- Engineering the new hydraulics, electrical, utilities, processes, HVAC, security, door controls, structural, instrumentation, controls, SCADA,
- Considering safety for workers, residents in the surrounding neighborhood, and users of the park
- Improvements to the Mills Street bypass overflow chamber at the west side interceptor,
- Expanding the bar screening process from three to five screens, including widening the structure,
- Increasing the pumping capacity at the influent wet well,

- Raising the side walls of the grit tanks and redesigning the bucket crane system,
- Developing an ultraviolet disinfection system for the HRT process,
- Permitting through Ohio EPA
- Completing all loan documents for Ohio EPA approval
- Estimating the final project design costs
- Working with league officials and the Recreation department to plan and design improvements to AmVets and Sprau parks that will maximize public use of the facilities,
- Finalizing bid documents and specifications

In November, staff plans to bring legislation for construction inspection services and by Stantec for consideration by City Commission. The final piece of legislation will be to apply for and enter into a construction loan agreement with Ohio EPA.

As a stakeholder at the Water Pollution Control Plant and being partially responsible for project payment, Erie County has been invited to all site visits, project meetings, and other discussions to ensure their input is incorporated into all aspects of the project.

BUDGETARY INFORMATION: The engineer's estimate for the construction costs is \$33,500,000.00. The City will be applying for funds through Water Pollution Control Loan Fund (WPCLF) program through the Ohio Environmental Protection Agency (OEPA). The WPCLF program has a lower interest rate than the OWDA program and is therefore more enticing for a project of this magnitude.

Additionally, staff is considering sponsoring two other environmental projects by the Geauga Park District and the Village of Indian Hill in the State of Ohio that would reduce the City's interest rate on the WPCLF loan by upwards of 0.50%. Staff is also working with Ohio EPA to determine if any aspects of the project, such as the back up generator, will be eligible for principal forgiveness or reduced interest rates. Although doing all of these things is very time consuming, the hope is to obtain a hybrid interest rate that is even lower than the already-low WPCLF rates that are commonly below market rates.

Finally, Erie County will be responsible for paying their share of this project, including design and inspection which will likely be just over 10%, pursuant to the Sewer Services Agreement and associated Amendments.

ACTION REQUESTED: It is recommended that the proper legislation be approved allowing the City to accept bids for the Mills Street High Rate Treatment Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to meet required deadlines set by the NPDES permit as negotiated by the City.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

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

WHEREAS, 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 final 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, the City Commission approved an agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the Mills Street High Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021, and subsequently approved an amendment to the agreement for additional services by Ordinance No. 22-047, passed on March 14, 2022; and

WHEREAS, the estimated construction cost of the project is \$33,500,000.00 and the City will be applying for funds through the Water Pollution Control Loan Fund (WPCLF) program to finance the project and partial reimbursement will be requested from Erie County pursuant to the Sewer Services Agreement and associated Amendments; 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 obtain competitive bids, award a contract and complete the project by the deadline of December 1, 2024, as set by the NPDES permit as it is estimated the project will need upwards of 24 months to complete; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Mills Street High Rate Treatment Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Mills Street High Rate Treatment Project, at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Mills Street High Rate Treatment Project, as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: October 12, 2022

Subject: Commission Agenda Item- Change Order #1 and Final with Toledo Caisson Corp for the Pelee Islander Stop Piles project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order #1 and Final for the Pelee Islander Stop Piles project.

BACKGROUND INFORMATION: This project was awarded to Toledo Caisson Corporation of Ottawa Lake, Michigan at the May 9, 2022, city commission meeting per ordinance 22-089 in the total amount of \$163,000.00. There were two changes from the original design that resulted in a price increase.

First, the geotechnical boring showed bedrock shallower than what was encountered at the exact locations where the piles were installed. This required an additional length of pipe to ensure they were drilled at least ten feet into the underlying bedrock. Drilling to the appropriate depth would ensure safety of passengers and security of the infrastructure and vessel if there happened to be impact with the piles. Additional payment for this item would be at the cost of Owen Sound Transportation Company (OSTC).

Second, the removal of the five existing dilapidated stop piles proved to be more difficult than what was originally anticipated since there were no historical drawings of how they were originally installed. Instead of simply pulling them out utilizing the hydraulics on the barge, a diver was called in to cut the steel pipe loose from the underlying bedrock to ensure that the bedrock did not shift which may have caused other problems within the slip or to the adjacent pier walls. Additional payment for this modification would be at the City's expense.

BUDGETARY INFORMATION: The original contract with Toledo Caisson Corporation was \$163,000.00, and with the addition of this Change Order #1 and Final in the amount of \$19,727.25, the final contract is \$182,727.25. The final cost breakdown is as follows:

	<u>Original</u>	<u>Revised</u>
Owen Sound Transportation Company	\$157,000.00	\$168,227.25
<u>City of Sandusky</u>	<u>\$ 6,000.00</u>	<u>\$ 14,500.00</u>
Total	\$163,000.00	\$182,727.25

The City's portion would be paid with Capital Funds. The OSTC portion would be paid by the City with full reimbursement by OSTC full shortly thereafter.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order #1 and Final for the Pelee Islander Stop Piles project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field and to obtain reimbursement from Owen Sound Transportation Company prior to closing the financial books for 2022.

I concur with this recommendation:

Eric Wobser, City Manager

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

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 3

TO **City of Sandusky**
Dept of Engineering
240 Columbus Ave.
Sandusky OH 44870

Pelee Islander
 Stop Piles

FROM: **Toledo Caisson Corporation**
6275 Consear
Ottawa Lake, MI

CONTRACT FOR :

APPLICATION NO: **1** Application Date: **9/15/2022**
 PERIOD TO: **9/15/2022** Distribution to:
 OWNER
 ARCHITECT'S ARCHITECT
 PROJECT NO: CONTRACTOR

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in		ADDITIONS	DEDUCTIONS
previous months by Owner			
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1	9/9/2022	\$ 8,500.00	
2	9/9/2022	\$ 11,227.25	
TOTALS		\$ 19,727.25	\$0.00
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]* Date: 9/20/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 163,000.00
2. Net change by Change Orders	\$ 19,727.25
3. CONTRACT SUM TO DATE (line 1+/- 2)	\$ 182,727.25
4. TOTAL COMPLETED & STORED TO DATE	\$ 182,727.25
(Column G on Continuation Sheet)	\$ -
5. RETAINAGE:	\$ -
a. 10% of Completed Work	\$ -
(Column D + E on Continuation Sheet)	
b. 10% of Stored Material	\$ -
(Column F on Continuation Sheet)	
Total Retainage (Line 5a + 5b or	
Total in Column I on Continuation Sheet)	\$ -
6. TOTAL EARNED LESS RETAINAGE	\$ 182,727.25
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	\$ -
PAYMENT (Line 6 from prior Certificate)	\$ -
8. CURRENT PAYMENT DUE	\$ 182,727.25
9. BALANCE TO FINISH, PLUS RETAINAGE.	\$ -
(Line 3 less Line 6)	\$ -

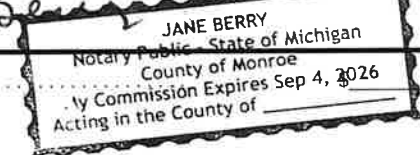
State of Michigan

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

22 day of Sept 22



AMOUNT CERTIFIED

ARCHITECT:

By:

Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1
APPLICATION DATE: 9/15/2022
PERIOD TO: 9/15/2022
ARCHITECT'S PROJECT NO.:

[illegible]

CERTIFICATE OF FUNDS

In the Matter of: Stop Pile Project- Change Order #1- Final

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 #431-6860-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY TOLEDO CAISSON CORPORATION OF OTTAWA LAKE, MICHIGAN, FOR THE PEELE ISLANDER STOP PILES PROJECT IN THE AMOUNT OF \$19,727.25; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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 approved an amended Lease Agreement by Ordinance No. 22-046, passed on March 14, 2022; and

WHEREAS, the Pelee Islander Stop Piles Project involved modifications to accommodate the *Pelee Islander* with loading and unloading of passengers and vehicles that includes two (2) stop piles that will be drilled into the bedrock in the slip and the installation of one (1) bumper, supplied by Owen Sound Transportation Company, and installed by the City's contractor; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the Pelee Islander Stop Piles Project by Resolution No. 021-22R, passed on March 28, 2022; and

WHEREAS, the City Commission approved the awarding of the contract to Toledo Caisson Corporation of Ottawa Lake, Michigan, for work to be performed for the Pelee Islander Stop Piles Project by Ordinance No. 22-089, passed on May 9, 2022; and

WHEREAS, this First & Final Change Order reflects the cost of additional pipe to ensure the piping was at least ten (10) feet into the underlying bedrock as geotechnical boring showed the bedrock shallower than estimated and the cost associated with utilizing a diver to cut five (5) existing dilapidated stop piles loose from the underlying bedrock that were originally expected to be removed utilizing hydraulics; and

WHEREAS, the original contract with Toledo Caisson Corporation of Ottawa Lake, Michigan, was \$163,000.00, and with the addition of this First & Final Change Order in the amount of \$19,727.25, the final contract cost is \$182,727.25 and will be paid with Capital Funds, of which \$168,227.25 will be reimbursed from Owen Sound Transportation Company pursuant to the Lease 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 make payment to the contractor for work already performed in the field and to obtain reimbursement from Owen Sound Transportation Company prior to closing the financial records for calendar year 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 hereby authorized and directed to approve this First & Final Change Order for work performed for the Pelee Islander Stop Piles Project in an amount **not to exceed** Nineteen Thousand Seven Hundred Twenty Seven and 25/100 Dollars (\$19,727.25) resulting in the final contract cost of One Hundred Eighty Two Thousand Seven Hundred Twenty Seven and 25/100 Dollars (\$182,727.25) with Toledo Caisson Corporation of Ottawa Lake, Michigan.

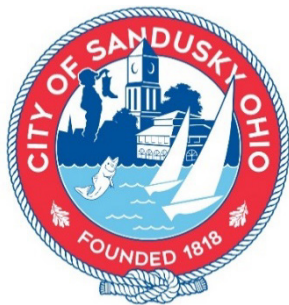
Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining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



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: October 10, 2022

Subject: Commission Agenda Item – Permission to Bid the East Monroe Street Resurfacing Project ERI-CR0504-00.49 (Monroe St) PID 110322

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the East Monroe Street Resurfacing Project ERI-CR0504-00.49 (Monroe St) PID 110322

This project will provide for improvements to East Monroe Street from Decatur Street to Meigs Street and includes milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps and pavement markings.

This project was approved for funding through the Erie County Metropolitan Planning Organization (MPO). The National Transportation Act had made Federal Funds available for use by Local Public Authorities (LPAs like the City of Sandusky) through the Federal Highway Administration which has designated ODOT as the agency to administer FWA's Federal Funding Programs. The Ohio revised Code allows ODOT the opportunity to enter into contracts with public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection and acceptance of any projects administered by ODOT provided the administration is performed in accordance with Federal and State laws and regulations.

BUDGETARY INFORMATION: The engineer's estimate for construction is \$901,348.54. ODOT will fund 80% eligible costs in the amount of \$721,078.83. The City's 20% share of \$180,269.71 will be funded with Issue 8 Street Funds from the Capital Projects Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the East Monroe Street Resurfacing Project, ERI-CR0504-00.49 (Monroe St) Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid and award the project by ODOT's schedule date of January 30th, 2023.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

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

WHEREAS, the East Monroe Street Resurfacing Project will provide for improvements to East Monroe Street from Decatur Street to Meigs Street and includes the milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, limited curb and gutter improvements, adjustments to manholes, monument boxes, ADA curb ramps, and pavement markings; and

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 East Monroe Street Resurfacing Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 040-18R, passed on September 24, 2018; and

WHEREAS, the City Commission approved an Agreement for Professional Services with Bramhall Engineering & Surveying Company of Avon, Ohio, for the East Monroe Street Resurfacing Project by Ordinance No. 20-184 passed on December 14, 2020; and

WHEREAS, the estimated construction cost of the project is \$901,348.54 of which \$721,078.83 (80% of eligible costs) will be paid with ODOT funds and the City's share of \$180,269.71 (20%) will be paid with Issue 8 funds from the Capital Projects Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project by ODOT's schedule date of January 30, 2023; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed East Monroe Street Resurfacing Project (PID #110322), be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed East Monroe Street Resurfacing Project, at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed East Monroe Street Resurfacing Project, as required by law.

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

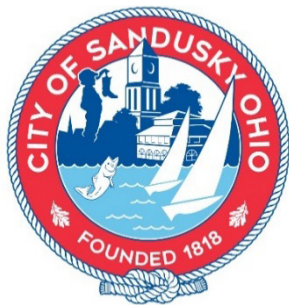
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 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: Jane E. Cullen, P.E.

Date: October 11, 2022

Subject: Commission Agenda Item – Permission to Bid the ERI-SR4-10.66 (Hayes Avenue) Project PID 109523

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the ERI-SR4-10.66 (Hayes Avenue) Project PID 109523

Per resolution 038-18, passed at the September 24, 2018 city commission meeting, permission was granted to the city manager to file a grant application with the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Safety Improvements Project.

The city was successful in securing grant funding and the proposed improvements covered by the safety grant will include full traffic signal reconstruction at Pierce Street and the Columbus Avenue intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, RFBS at Johnson St and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street.

BUDGETARY INFORMATION: The engineer's estimate for construction is \$1,002,250.18. ODOT will fund through the Highway Safety Improvement Program (HSIP) 90% of eligible costs in the amount of \$878,265.16. The City's share of construction costs is \$123,985.02 and will be funded with Issue 8 Street Funds from the Capital Projects Funds.

ACTION REQUESTED: It is recommended that the proper legislation be approved accepting bids for the ERI-SR4-10.66 (Hayes Avenue) PID 109523 Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid and award the project by ODOT's schedule date of February 27th, 2023.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

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

WHEREAS, the Healthy Hayes Safety Improvements Project will include full traffic signal reconstruction at Pierce Street and Columbus Avenue intersections, signal upgrades at Osborne and Tyler Street intersections, high visibility crosswalk markings at all crosswalks, school zone flashers on Hayes Avenue, Rectangular Rapid Flash Beacons (RRFBS) at Johnson Street and Firelands south campus, and pavement marking upgrades from Pierce Street to Osborne Street; and

WHEREAS, the City Commission authorized the filing of an application to the Ohio Department of Transportation (ODOT) for financial assistance through the Highway Safety Improvement Program (HSIP) for the Healthy Hayes Corridor Project by Resolution No. 038-18, passed on September 24, 2018; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Carpenter Marty Transportation, Inc. of Columbus, Ohio, for the Healthy Hayes Safety Improvements Project by Ordinance No. 20-078, passed on May 11, 2020; and

WHEREAS, the estimated construction cost of the project is \$1,002,250.18 of which \$878,265.16 (90% of eligible costs) will be paid with ODOT funds and the City's share of \$123,985.02 will be paid with Issue 8 Street Funds from the Capital Projects Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project by ODOT's schedule date of February 27, 2023; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Healthy Hayes Safety Improvements Project (PID

#109523), be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Healthy Hayes Safety Improvements Project, at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Healthy Hayes Safety Improvements Project, as required by law.

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

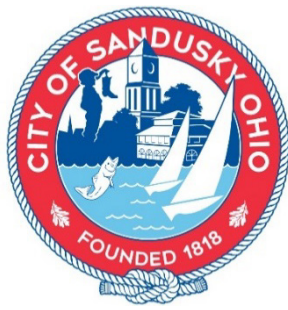
Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its 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: October 24, 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: Jane E. Cullen, P.E.

Date: October 11, 2022

Subject: **Commission Agenda Item- Change Order No. 1 & Final for the West Side Utility and Connectivity Improvements Project**

ITEM FOR CONSIDERATION: Requesting legislation approving Change Order No. 1 & Final for the West Side Utility and Connectivity Improvements Project

BACKGROUND INFORMATION: This project was awarded to Speer Bros., Inc. of Sandusky, Ohio at the January 13, 2020 city commission meeting per ordinance 20-002 in the amount of \$4,407,163.00.

This project involved replacing the existing waterlines along Venice Road and the Sagamore, Linden, Elwood and Wuertz neighborhoods along with installing storm sewers in these areas. Resurfacing and some full depth pavement repair was completed along Edgewater Avenue south of Venice Road and the Sagamore, Linden, Elwood and Wuertz area. A new 10-foot asphalt multi-use path was installed on the north side of Venice Road from Edgewater Avenue to just east of the Cold Creek bridge. There is a new 4-foot concrete sidewalk installed from the eastern intersection of Mill Pond Drive to the eastern intersection of Cold Creek Boulevard.

This change order includes all final quantities, contingencies, savings, and expenditures related to the project.

BUDGETARY INFORMATION: The original contract with Speer Bros, Inc., per ordinance 20-002 was \$4,407,163.00. Change Order #1 a deduct of \$419,067.00 decreases the total contract amount to \$3,988,096.00. The below information shows the final breakdown of costs and funding sources for the project.

Fund Source	Original Contract	Change Order	Final Contract
(OWDA) Sewer Fund, Storm*	\$1,947,568.00	-\$144,120.22	\$1,803,447.78
(OWDA) Water Fund *	\$1,962,478.00	-\$206,230.70	\$1,756,247.30
(OWDA) Sewer Fund, Sanitary*	\$ 29,000.00	-\$6,000.00	\$23,000.00
Issue 8 (2019 Pathway)	\$ 203,775.00	\$81,895.62	\$285,670.62
Capital (2019 Pathway)	\$ 200,000.00	-\$139,971.70	\$60,028.30
Issue 8 (Street)	\$ 64,342.00	-\$4,640.00	\$59,702.00
Total	\$4,407,163.00	-\$419,067.00	\$3,988,096.00

*The OWDA loans were approved via ordinance 20-004

ACTION REQUESTED: It is recommended that an ordinance for Change Order #1 and Final for the West Side Utility and Connectivity Improvements Project with Speer Bros., Inc. of Sandusky for a savings of \$419,067.00, for a total project cost of \$3,988,096.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for direct payment to the contractor for work already performed and to allow the bonding agent to release the contractor's performance bond which they would use to bond new projects.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF ENGINEERING AND CONSTRUCTION

Change Order No. 1 & Final

CONTRACT: ,2939
ORDINANCE NO. 20-002

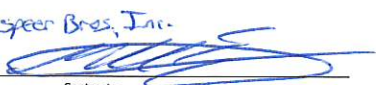
Contractor: SPEER BROS., INC
3812 OLD RAILROAD ROAD

STREET OR LOCATOR OF WORK: WEST SIDE UTILITIES AND CONNECTIVITY IMPROVEMENTS PROJECT

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

BID ITEM NO	ODOT ITEM NO.	PLAN QUANTITY	ACTUAL QUANTITY	DIFFERENCE IN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID PRICE	TOTAL FINAL PRICE	TOTAL ADD	TOTAL DEDUCT
BASE BID											
ROADWAY ITEMS											
1	201	1.00	1.00	0.00	LS	CLEARING AND GRUBBING, AS PER PLAN	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
2	202	3,128.00	2,413.40	(714.60)	SY	PAVEMENT REMOVED	\$ 10.00	\$ 31,280.00	\$ 24,134.00		\$ (7,146.00)
3A	202	422.00	422.00	0.00	SF	WALK REMOVED **	\$ 6.00	\$ 2,532.00	\$ 2,532.00		
3B	202	20.00	20.00	0.00	LF	CURB REMOVED **	\$ 10.00	\$ 200.00	\$ 200.00		
4	202	8,819.00	8,819.00	0.00	FT	PIPE REMOVED, 24" AND UNDER	\$ 6.00	\$ 52,914.00	\$ 52,914.00		
5	202	6.00	5.00	(1.00)	EACH	MANHOLE REMOVED	\$ 500.00	\$ 3,000.00	\$ 2,500.00		\$ (500.00)
6	202	22.00	21.00	(1.00)	EACH	CATCH BASIN REMOVED	\$ 300.00	\$ 6,600.00	\$ 6,300.00		\$ (300.00)
7	202	1.00	0.00	(1.00)	EACH	MONUMENT ASSEMBLY REMOVED	\$ 200.00	\$ 200.00	\$ -		\$ (200.00)
8	202	1.00	0.00	(1.00)	EACH	REMOVAL MISC.; IRRIGATION SYSTEM	\$ 500.00	\$ 500.00	\$ -		\$ (500.00)
9	203	1,848.00	1,848.00	0.00	CY	EXCAVATION	\$ 12.00	\$ 22,176.00	\$ 22,176.00		
10	203	315.00	315.00	0.00	CY	EMBANKMENT	\$ 20.00	\$ 6,300.00	\$ 6,300.00		
11	204	7,794.00	7,108.10	(685.90)	SY	SUBGRADE COMPACTION	\$ 2.00	\$ 15,588.00	\$ 14,216.20		\$ (1,371.80)
12	204	150.00	131.30	(18.70)	CY	GRANULAR MATERIAL, TYPE C	\$ 26.00	\$ 3,900.00	\$ 3,413.80		\$ (486.20)
13	204	8.00	5.00	(3.00)	HOUR	PROOF ROLLING, AS PER PLAN	\$ 200.00	\$ 1,600.00	\$ 1,000.00		\$ (600.00)
14	204	600.00	154.30	(445.70)	SY	GEOTEXTILE FABRIC	\$ 5.00	\$ 3,000.00	\$ 771.50		\$ (2,228.50)
15	204	6,600.00	6,414.00	(186.00)	SY	GEGRID	\$ 4.00	\$ 26,400.00	\$ 25,656.00		\$ (744.00)
16	608	4,709.00	4,709.00	0.00	SF	4" CONCRETE WALK	\$ 5.00	\$ 23,545.00	\$ 23,545.00		
17	608	486.00	486.00	0.00	SF	CURB RAMP	\$ 10.00	\$ 4,860.00	\$ 4,860.00		
18	608	84.00	0.00	(84.00)	SF	DETECTABLE WARNING	\$ 30.00	\$ 2,520.00	\$ -		\$ (2,520.00)
19	623	1.00	1.00	0.00	EACH	MONUMENT ASSEMBLY, AS PER PLAN	\$ 500.00	\$ 500.00	\$ 500.00		
20	SPECIAL	10.00	2.00	(8.00)	EACH	MAIL BOX	\$ 150.00	\$ 1,500.00	\$ 300.00		\$ (1,200.00)
EROSION CONTROL ITEMS											
21	616	0.03	0.00	(0.03)	TON	CALCIUM CHLORIDE	\$ 1,000.00	\$ 30.00	\$ -		\$ (30.00)
22	659	444.00	444.00	0.00	CY	TOPSOIL	\$ 30.00	\$ 13,320.00	\$ 13,320.00		
23	659	4000.00	4,000.00	0.00	SY	SEEDING AND MULCHING	\$ 5.00	\$ 20,000.00	\$ 20,000.00		
24	659	0.54	0.54	0.00	TON	COMMERCIAL FERTILIZER	\$ 500.00	\$ 270.00	\$ 270.00		
25	659	0.83	0.00	(0.83)	ACRE	LIME	\$ 1,000.00	\$ 830.00	\$ -		\$ (830.00)
26	659	11.00	0.00	(11.00)	MGAL	WATER	\$ 200.00	\$ 2,200.00	\$ -		\$ (2,200.00)
27	832	1.00	1.00	0.00	LS	STORM WATER POLLUTION PREVENTION INSPECTIONS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		
28	832	25000.00	16,277.80	(8,722.20)	EACH	EROSION CONTROL	\$ 1.00	\$ 25,000.00	\$ 16,277.80		\$ (8,722.20)
DRAINAGE ITEMS											
29	511	0.40	0.40	0.00	CY	CLASS QC1 CONCRETE, HEADWALL	\$ 300.00	\$ 120.00	\$ 120.00		
30	605	5,420.00	5,420.00	0.00	FT	4" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	\$ 12.00	\$ 65,040.00	\$ 65,040.00		
31	611	50.00	50.00	0.00	FT	6" CONDUIT, TYPE B	\$ 120.00	\$ 6,000.00	\$ 6,000.00		
32	611	50.00	10.60	(39.40)	FT	6" CONDUIT, TYPE C	\$ 130.00	\$ 6,500.00	\$ 1,378.00		\$ (5,122.00)
33	611	50.00	45.00	(5.00)	FT	8" CONDUIT, TYPE B	\$ 140.00	\$ 7,000.00	\$ 6,300.00		\$ (700.00)
34	611	50.00	34.00	(16.00)	FT	8" CONDUIT, TYPE C	\$ 150.00	\$ 7,500.00	\$ 5,100.00		\$ (2,400.00)
35	611	2,984.00	2,984.00	0.00	FT	12" CONDUIT, TYPE B	\$ 80.00	\$ 238,720.00	\$ 238,720.00		
36	611	1,024.00	986.00	(38.00)	FT	12" CONDUIT, TYPE B, AS PER PLAN TYPE 1	\$ 80.00	\$ 81,920.00	\$ 78,880.00		\$ (3,040.00)
37	611	836.00	781.80	(54.20)	FT	12" CONDUIT, TYPE B, AS PER PLAN TYPE 2	\$ 80.00	\$ 66,880.00	\$ 62,544.00		\$ (4,336.00)
38	611	62.00	0.00	(62.00)	FT	12" CONDUIT, TYPE D	\$ 100.00	\$ 6,200.00	\$ -		\$ (6,200.00)
39	611	1,234.00	1,175.00	(59.00)	FT	15" CONDUIT, TYPE B	\$ 85.00	\$ 104,890.00	\$ 99,875.00		\$ (5,015.00)
40	611	184.00	184.00	0.00	FT	15" CONDUIT, TYPE B, AS PER PLAN TYPE 1	\$ 90.00	\$ 16,560.00	\$ 16,560.00		
41	611	424.00	328.10	(95.90)	FT	15" CONDUIT, TYPE B, AS PER PLAN TYPE 2	\$ 90.00	\$ 38,160.00	\$ 29,529.00		\$ (8,631.00)
42	611	2,020.00	1,267.60	(752.40)	FT	18" CONDUIT, TYPE B	\$ 103.00	\$ 208,060.00	\$ 130,562.80		\$ (77,497.20)
43	611	325.00	1,077.40	752.40	FT	18" CONDUIT, TYPE B, AS PER PLAN TYPE 1	\$ 103.00	\$ 33,475.00	\$ 110,972.20	\$ 77,497.20	
44	611	187.00	187.00	0.00	FT	18" CONDUIT, TYPE B, AS PER PLAN TYPE 2	\$ 100.00	\$ 18,700.00	\$ 18,700.00		
45	611	50.00	50.00	0.00	FT	21" CONDUIT, TYPE B, AS PER PLAN TYPE 1	\$ 105.00	\$ 5,250.00	\$ 5,250.00		
46	611	473.00	473.00	0.00	FT	24" CONDUIT, TYPE B, AS PER PLAN TYPE 2	\$ 108.00	\$ 51,084.00	\$ 51,084.00		
47	611	221.00	221.00	0.00	FT	27" CONDUIT, TYPE B, AS PER PLAN TYPE 2	\$ 120.00	\$ 26,520.00	\$ 26,520.00		
48	611	718.00	718.00	0.00	FT	30" CONDUIT, TYPE B, AS PER PLAN TYPE 1	\$ 125.00	\$ 89,750.00	\$ 89,750.00		
49	611	2.00	2.00	0.00	EACH	CATCH BASIN MISC.; TYPE 1	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00		
50	611	57.00	57.00	0.00	EACH	CATCH BASIN MISC.; TYPE 3	\$ 2,000.00	\$ 114,000.00	\$ 114,000.00		
51	611	6.00	6.00	0.00	EACH	MANHOLE ADJUSTED TO GRADE, AS PER PLAN	\$ 500.00	\$ 3,000.00	\$ 3,000.00		
52	611	22.00	22.00	0.00	EACH	MANHOLE, MISC.; TYPE 1	\$ 4,200.00	\$ 92,400.00	\$ 92,400.00		
53	611	6.00	6.00	0.00	EACH	MANHOLE, MISC.; TYPE 1 WITH GRATED LID	\$ 4,200.00	\$ 25,200.00	\$ 25,200.00		
54	611	1.00	1.00	0.00	EACH	MANHOLE, MISC.; MANHOLE #1063 MODIFICATIONS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
55	611	435.00	435.00	0.00	FT	STORM SEWER LATERAL RECONNECTION	\$ 80.00	\$ 34,800.00	\$ 34,800.00		
56	SPECIAL	1.00	1.00	0.00	LS	PIPE ABANDONED	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
PAVEMENT ITEMS											
57	254	5,884.00	5,884.00	0.00	SY	PAVEMENT PLANING, ASPHALT CONCRETE	\$ 3.00	\$ 17,652.00	\$ 17,652.00		
58	304	1,188.00	1,112.20	(75.80)	CY	AGGREGATE BASE	\$ 30.00	\$ 35,640.00	\$ 33,366.00		\$ (2,274.00)
59	407	1,106.00	1,106.00	0.00	GAL	TACK COAT	\$ 4.00	\$ 4,424.00	\$ 4,424.00		
60	411	44.00	44.00	0.00	CY	STABILIZED CRUSHED AGGREGATE	\$ 30.00	\$ 1,320.00	\$ 1,320.00		
61	441	435.00	435.00	0.00	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$ 215.00	\$ 93,525.00	\$ 93,525.00		
62	441	610.00	610.00	0.00	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	\$ 180.00	\$ 109,800.00	\$ 109,800.00		
63	452	287.00	287.00	0.00	SY	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1P	\$ 60.00	\$ 17,220.00	\$ 17,220.00		
64A	452	45.00	51.10	6.10	SY	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1P **	\$ 90.00	\$ 4,050.00	\$ 4,599.00	\$ 549.00	
64B	609	20.00	20.00	0.00	FT	CURB, TYPE 6 **	\$ 60.00	\$ 1,200.00	\$ 1,200.00		
WATER WORK ITEMS											
65	202	25.00	14.00	(11.00)	EACH	VALVE BOX REMOVED, AS PER PLAN	\$ 100.00	\$ 2,500.00	\$ 1,400.00		\$ (1,100.00)
66	638	1,500.00	0.00	(1,500.00)	LB	MISCELLANEOUS METAL	\$ 3.00	\$ 4,500.00	\$ -		\$ (4,500.00)
67	638	575.00	476.95	(98.05)	FT	6" WATER MAIN DIP CLASS 52, MECHANICAL JOINTS AND FITTINGS	\$ 60.00	\$ 34,500.00	\$ 28,617.00		\$ (5,883.00)
68	638	2,798.00	2,786.70	(11.30)	FT	8" WATER MAIN DIP CLASS 52, MECHANICAL JOINTS AND FITTINGS	\$ 105.00	\$ 293,790.00	\$ 292,603.50		\$ (1,186.50)
69	638	5,484.00	5,293.00	(191.00)	FT	10" WATER MAIN DIP CLASS 52 MECHANICAL JOINTS AND FITTINGS	\$ 117.00	\$ 641,628.00	\$ 619,281.00		\$ (22,347.00)
70	638	3.00	0.00	(3.00)	EACH	VALVE BOX	\$ 400.00	\$ 1,200.00	\$ -		\$ (1,200.00)
71	638	19.00	19.00	0.00	EACH	6" GATE VALVE WITH VALVE BOX	\$ 1,500.00	\$ 28,500.00	\$ 28,500.00		
72	638	8.00	7.00	(1.00)	EACH	8" GATE VALVE WITH VALVE BOX	\$ 1,800.00	\$ 14,400.00	\$ 12,600.00		\$ (1,800.00)
73	638	13.00	12.00	(1.00)	EACH	10" GATE VALVE WITH VALVE BOX	\$ 2,400.00	\$ 31,200.00	\$ 28,800.00		\$ (2,400.00)
74	638	5.00	4.00	(1.00)	EACH	16" X 6" TAPPING SLEEVE, VALVE AND VALVE BOX	\$ 3,600.00	\$ 18,000.00	\$ 14,400.00		\$ (3,600.00)
75	638	2.00	2.00	0.00	EACH	16" X 10" TAPPING SLEEVE, VALVE AND VALVE BOX	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00		
76	638	17.00	17.00	0.00	EACH	6" FIRE HYDRANT	\$ 5,000.00	\$ 85,000.00	\$ 85,000.00		
77	638	13.00	13.00	0.00	EACH	FIRE HYDRANT REMOVED AND DISPOSED OF	\$ 300.00	\$ 3,900.00	\$ 3,900.00		
78	638	85.00	82.00	(3.00)	EACH	WATER WORK, MISC.: WATER METER PIT SETTING- REMOVE AND REPLACE	\$ 1,000.00	\$ 85,000.00	\$ 82,000.00		\$ (3,000.00)
79	638	16.00	13.00	(3.00)	EACH	WATER WORK, MISC.: WATER MANHOLE REMOVED	\$ 500.00	\$ 8,000.00	\$ 6,500.00		\$ (1,500.00)
80	638	5.00	2.50	(2.50)	EACH	WATER WORK, MISC.: 6" WATER LINE LOWERING	\$ 4,500.00	\$ 22,500.00	\$ 11,250.00		\$ (11,250.00)
81	638	3.00	0.00	(3.00)	EACH	WATER WORK, MISC.: 8" WATER LINE LOWERING	\$ 5,000.00	\$ 15,000.00	\$ -		\$ (15,000.00)
82	638	3.00	3.00	0.00	EACH	WATER WORK, MISC.: 10" WATER LINE LOWERING	\$ 6,000.00	\$ 18,000.00	\$ 18,000.00		
83	638	1.00	1.00	0.00	EACH	WATER WORK, MISC.: 12" X 12" CUT-IN CROSS WITH REDUCERS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
84	638	1.00	1.00	0.00	LS	WATER WORK, MISC.: ABANDON EXISTING WATER MAIN	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00		
85	638	3,037.00	3,037.00	0.00	FT	WATER WORK, MISC.: 1" AND SMALLER COPPER SERVICE BRANCH	\$ 15.00	\$ 45,555.00	\$ 45,555.00		
86	638	152.00	146.00	(6.00)	FT	WATER WORK, MISC.: 1.5" COPPER SERVICE BRANCH	\$ 20.00	\$ 3,040.00	\$ 2,920.00		\$ (120.00)
87	638	8.00	6.00	(2.00)	FT	WATER WORK, MISC.: 2" COPPER SERVICE BRANCH	\$ 50.00	\$ 400.00	\$ 300.00		\$ (100.00)

BID ITEM NO	ODOT ITEM NO.	PLAN QUANTITY	ACTUAL QUANTITY	DIFFERENCE IN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID PRICE	TOTAL FINAL PRICE	TOTAL ADD	TOTAL DEDUCT
SANITARY SEWER ITEMS											
88	611	150.00	150.00	0.00	FT	4" SANITARY SEWER RELOCATION	\$ 40.00	\$ 6,000.00	\$ 6,000.00		
89	611		150.00	0.00	FT	6" SANITARY SEWER RELOCATION	\$ 70.00	\$ 10,500.00	\$ 10,500.00		
90	611	50.00	0.00	(50.00)	FT	8" SANITARY SEWER RELOCATION	\$ 120.00	\$ 6,000.00	\$ -		\$ (6,000.00)
91	611	50.00	50.00	0.00	FT	10" SANITARY SEWER RELOCATION	\$ 130.00	\$ 6,500.00	\$ 6,500.00		
TRAFFIC CONTROL ITEMS											
92	620	37.00	37.00	0.00	EACH	DELINEATOR, POST GROUND MOUNTED	\$ 50.00	\$ 1,850.00	\$ 1,850.00		
93	630	238.00	0.00	(238.00)	FT	GROUND MOUNTED SUPPORT, NO. 2 POST	\$ 10.00	\$ 2,380.00	\$ -		\$ (2,380.00)
94	630	85.00	85.00	0.00	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	\$ 12.00	\$ 1,020.00	\$ 1,020.00		
95	630	37.00	37.00	0.00	FT	GROUND MOUNTED SUPPORT, NO. 4 POST	\$ 15.00	\$ 555.00	\$ 555.00		
96	630	5.00	5.00	0.00	EACH	SIGN POST REFLECTOR	\$ 45.00	\$ 225.00	\$ 225.00		
97	630	4.00	4.00	0.00	EACH	SIGN POST ASSEMBLY, POLE MOUNTED	\$ 100.00	\$ 400.00	\$ 400.00		
98	630	197.00	197.00	0.00	SF	SIGN, FLAT SHEET	\$ 18.00	\$ 3,546.00	\$ 3,546.00		
99	630	35.00	35.00	0.00	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	\$ 15.00	\$ 525.00	\$ 525.00		
100	630	3.00	2.00	(1.00)	EACH	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	\$ 60.00	\$ 180.00	\$ 120.00		\$ (60.00)
101	630	20.00	20.00	0.00	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	\$ 15.00	\$ 300.00	\$ 300.00		
102	630	5.00	0.00	(5.00)	EACH	REMOVAL OF POLE MOUNTED SIGN AND DISPOSAL	\$ 15.00	\$ 75.00	\$ -		\$ (75.00)
103	630	1.00	0.00	(1.00)	EACH	SIGNING, MISC.: TEMPORARY CONSTRUCTION SIGN	\$ 500.00	\$ 500.00	\$ -		\$ (500.00)
104	630	2.00	2.00	0.00	EACH	SIGNING, MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB)	\$ 8,500.00	\$ 17,000.00	\$ 17,000.00		
105	644	3.96	0.00	(3.96)	MILE	EDGE LINE, 4"	\$ 2,000.00	\$ 7,920.00	\$ -		\$ (7,920.00)
106	644	0.49	0.00	(0.49)	MILE	CENTER LINE	\$ 6,000.00	\$ 2,940.00	\$ -		\$ (2,940.00)
107	644	80.00	10.00	(70.00)	FT	STOP LINE	\$ 8.00	\$ 640.00	\$ 80.00		\$ (560.00)
108	644	380.00	210.00	(170.00)	FT	CROSSWALK LINE	\$ 8.00	\$ 3,040.00	\$ 1,680.00		\$ (1,360.00)
109	644	1,420.00	656.00	(764.00)	FT	TRANSVERSE/DIAGONAL LINE	\$ 6.00	\$ 8,520.00	\$ 3,936.00		\$ (4,584.00)
110	644	4.00	0.00	(4.00)	EACH	WORD ON PAVEMENT, 48"	\$ 300.00	\$ 1,200.00	\$ -		\$ (1,200.00)
111	644	7,773.00	0.00	(7,773.00)	FT	DOTTED LINE, 4"	\$ 1.00	\$ 7,773.00	\$ -		\$ (7,773.00)
TRAFFIC CONTROL ITEMS											
112	632	4.00	4.00	0.00	EACH	DETECTOR LOOP, AS PER PLAN **	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00		
MAINTENANCE OF TRAFFIC ITEMS											
113	614	1.00	1.00	0.00	LS	MAINTAINING TRAFFIC	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
114	614	10.00	0.00	(10.00)	EACH	REPLACEMENT DRUM	\$ 50.00	\$ 500.00	\$ -		\$ (500.00)
115	614	0.34	0.31	(0.03)	MILE	WORK ZONE CENTER LINE, CLASS 1	\$ 12,000.00	\$ 4,080.00	\$ 3,720.00		\$ (360.00)
116	614	218.00	156.00	(62.00)	FT	WORK ZONE DOTTED LINE, CLASS 1	\$ 2.00	\$ 436.00	\$ 312.00		\$ (124.00)
117	614	340.00	190.00	(150.00)	FT	WORK ZONE TRANSVERSE/DIAGONAL LINE, CLASS 1	\$ 3.00	\$ 1,020.00	\$ 570.00		\$ (450.00)
118	614	6.00	6.00	0.00	EACH	WORK ZONE ARROW, CLASS 1	\$ 100.00	\$ 600.00	\$ 600.00		
119	614	38.00	27.00	(11.00)	SNMT	PORTABLE CHANGEABLE MESSAGE SIGN	\$ 500.00	\$ 19,000.00	\$ 13,500.00		\$ (5,500.00)
INCIDENTAL ITEMS											
120	623	1.00	1.00	0.00	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		
121	624	1.00	1.00	0.00	LS	MOBILIZATION	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00		
122	MISC	1.00	1.00	0.00	LS	BID GUARANTY AND CONTRACT BOND	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
123	MISC	1.00	1.00	0.00	LS	MISC GIS AND AS-BUILT DRAWINGS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
124	MISC	1.00	0.59801780	(0.40198220)	LS	CONTINGENCY-TO BE USED AS DIRECTED BY THE ENGINEER	\$ 500,000.00	\$ 500,000.00	\$ 299,008.90		\$ (200,991.10)
WORK ORDER #1 (Items paid from contingency)											
Item of Work		Amount									
Ref 38: Curb Removed		\$ 120.00									
Ref 43: 18" Conduit, Type B, APP, Type 1		\$ 947.60									
Ref 44: 18" Conduit, Type B, APP, Type 2		\$ 180.00									
Ref 46: 24" Conduit, Type B, APP, Type 2		\$ 345.60									
Ref 47: 27" Conduit, Type B, APP, Type 2		\$ 80.00									
Ref 48: 30" Conduit, Type B, APP, Type 2		\$ 675.00									
Ref 57: Pavement Planing, Asphalt Concrete		\$ 288.00									
Ref 64A: 8" Non-Reinforced Conc Pvmnt, CL QCIP		\$ 2,565.00									
Ref 82: Water Work Misc.: 10" Water Line Lowering		\$ 6,000.00									
Ref 85: Water Work, Misc.: 1" & Smaller Copper Ser Branch		\$ 5,296.50									
Ref 91: 10" Sanitary Sewer Relocation		\$ 1,040.00									
Ref 118: Work Zone Arrow, Class 1		\$ 100.00									
WORK ORDER #2 (Items paid from contingency)											
Item of Work		Amount									
EW-001: Replacement of 10" clay tile not shown on the plans		\$ 374.52									
EW-002: 12" RCP Drive Pipe - Diameter too large		\$ 73.27									
EW-003: Grading of swale from Sta. 22+14.11 to Sta. 23+24.5 LT Edgewater		\$ 266.71									
EW-004: Sanitary Lateral Relocation to Telfr's Dairy		\$ 5,821.13									
EW-005: Leak in existing 8" Main near proposed 12x12 cross		\$ 352.66									
EW-006: Existing Break in 8" Main Sta. 67+85 LT Venice		\$ 210.01									
EW-007: Undermining of Venice @ Edgewater Intersection		\$ 3,373.73									
EW-008: Water Main Break Edgewater Sta. 15+80 LT & 15+70 LT		\$ 2,198.18									
EW-009: Roadway Repair for Undermining of Edgewater & Venice Intersection		\$ 789.89									
EW-010: Modification to Catch Basin No. 54A		\$ 36.65									
WORK ORDER #3 (Items paid from contingency)											
Item of Work		Amount									
Ref 43: 18" Conduit, Type B, APP, Type 1		\$ 288.40									
Ref 71: 6" GATE VALVE WITH VALVE BOX		\$ 1,500.00									
Ref 88: 4" SANITARY SEWER RELOCATION		\$ 896.00									
Ref 89: 6" SANITARY SEWER RELOCATION		\$ 14,889.00									
WORK ORDER #4 (Items paid from contingency)											
Item of Work		Amount									
EW-011: Modification to CB-78		\$ 36.37									
EW-012: Asphalt Paving of Trenches		\$ 1,834.84									
EW-013: Curb & Gutter Removed		\$ 540.50									
EW-014: Curb & Gutter, Type 2 CO Quantity 118.00 : Pay Est-13 = 85.0		\$ 2,889.60									
EW-015: STA 104+19.5 Investigate/Locate Existing 15" Conduit. Outlet Pipe for New Drainage		\$ 8,845.90									
EW-016: STA 104+85 LT Existing 8" Water Main in conflict with proposed 18" Storm Sewer Installation		\$ 392.40									
EW-017: STA 105+18.93 LT Existing corp stop leaking for house #4709 Venice Road		\$ 953.78									
EW-018: STA. 16+35 LT, 16+75 LT & 16+95 LT - Existing 8" watermain leaking		\$ 795.70									
EW-019: STA. 17+00 LT, 17+30 LT - Existing 8" watermain leaking		\$ 499.82									
EW-020: STA 106+42.5 LT - Unknown 4" Storm Lateral - Relocation		\$ 116.65									
WORK ORDER #5 (Items paid from contingency)											
Item of Work		Amount									
Ref 4: PIPE REMOVED, 24" AND UNDER		\$ 7,644.60									
Ref 31: 6" CONDUIT, TYPE B		\$ 360.00									
Ref 35: 12" CONDUIT, TYPE B		\$ 15,744.00									
Ref 40: 15" CONDUIT, TYPE B, AS PER PLAN TYPE 1		\$ 20,565.00									
Ref 50: CATCH BASIN MISC.; TYPE 3		\$ 4,000.00									
Ref 89: 6" SANITARY SEWER RELOCATION		\$ 4,445.00									
WORK ORDER #6 (Items paid from contingency)											
Item of Work		Amount									
Ref 3A: Walk Removed		\$ 2,415.00									
Ref 3B: Curb Removed		\$ 655.00									
Ref 16: 4" Concrete Walk		\$ 679.00									
Ref 17: Curb Ramp		\$ 2,069.00									
Ref 30: 4" Base Pipe Underdrains with Geotextile Fabric		\$ 392.40									
Ref 60: Stabilized Crushed Aggregate		\$ 237.00									
Ref 63: 6" Non-Reinforced Concrete Pavement		\$ 546.00									

BID ITEM NO	ODOT ITEM NO.	PLAN QUANTITY	ACTUAL QUANTITY	DIFFERENCE IN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID PRICE	TOTAL FINAL PRICE	TOTAL ADD	TOTAL DEDUCT
Ref 64A: 8" Non-Reinforced Conc Pnnnt, CL QCLP				\$ 504.00							
Ref 64B: Curb Type 6				\$ 2,070.00							
WORK ORDER #7 (Items paid from contingency)											
Item of Work				Amount							
EW-021: Sagamore #1403 - Additional Driveway Removal				\$ 162.73							
EW-022: Sanitary Sewer Lateral Investigatory and Repair				\$ 6,270.01							
EW-023: Grading area on Edgewater for 301 placement (EW-022)				\$ 99.53							
EW-024: Water Main break in existing water main in two locations				\$ 1,991.55							
EW-025: Conflict with existing 10" storm line & proposed 10" water main				\$ 719.49							
EW-026: Asphalt Conc. Base for Commercial Driveways				\$ 29,463.00							
EW-027: #1403 Sagamore - Removal & replacement of steps, walk, pedestrian ramp				\$ 4,475.00							
EW-028: Pavement Planing of asphalt concrete driveways				\$ 3,517.50							
WORK ORDER #8 (Items paid from contingency)											
Item of Work				Amount							
Ref 22: Top Soil				\$ 2,382.00							
Ref 23: Seeding & Mulching				\$ 11,857.25							
Ref 24: Commercial Fertilizer				\$ 15.00							
Ref 51: Manhole Adjusted to Grade, As Per Plan				\$ 1,000.00							
Ref 59: Tack Coat				\$ 2,228.40							
Ref 61: Asphalt Concrete Surface Course, Type 1, (448), PG64-22				\$ 7,860.40							
Ref 62: Asphalt Concrete Intermediate Course, Type 2, (448)				\$ 5,623.20							
Ref 94: Ground Mounted Support, No. 3 Post				\$ 3,642.00							
Ref 98: Sign, Flat Sheet				\$ 318.42							
Ref 99: Removal of Ground Mounted Sign & Disposal				\$ 75.00							
Ref 101: Removal of Ground Mounted Support & Disposal				\$ 75.00							
Ref 112: Detector Loop, As Per Plan				\$ 1,500.00							
WORK ORDER #9 (Items paid from contingency)											
Item of Work				Amount							
EW-029: Repair Leak in Existing 8" Water Main				\$ 2,339.83							
EW-030: Install Insulation around Water Main				\$ 283.86							
EW-031: Conflict with MH @ Sta 59+61.1T & Proposed FH @ Sta 59+61.5				\$ 718.91							
EW-032: Installed Zeo 1-1/2" Curb Stops Incl. Enlarged Base				\$ 905.30							
EW-033: Remove Existing 8" DIP & Install Zeo Caps				\$ 492.88							
EW-034: Conflict with Unknown Sanitary Lateral Sta 110+80 LT				\$ 490.86							
EW-035: 12" Watermain in Conflict with Proposed 18" Storm Sewer				\$ 12,802.56							
EW-036: Backfilling of Excavated Trench due to Conflict with FH Lead				\$ 95.30							
EW-037: Removal of Existing 18" VCP Encased in Concrete				\$ 1,254.39							
EW-038: Existing 8" Fire Line in Conflict with Proposed 15" Storm Sewer				\$ 9,584.71							
EW-039: Modification to Manhole #3 due to existing 8" Storm Sewer				\$ 1,273.58							
EW-040: Relocation of FH @ Sta 22+91.51 LT to Keep Out of Pathway				\$ 1,296.26							
EW-041: Replace existing fire hydrants at STA 54+05, 49+02, 31+13				\$ 12,461.85							
EW-042: Camera existing storm sewer STA 111+30 RT. Core Manhole #103				\$ 1,143.14							
EW-043: Repair of pipe trenches from extra work performed. STA 35+45 & 31+00				\$ 2,349.43							
EW-044: Hydrostatic test line for fire hydrant installed at STA 31+00 LT				\$ 92.18							
EW-045: Regrading of 304 Aggregate Base				\$ 10,560.68							
EW-046: Replace damaged 10" Gate Valve				\$ 4,262.69							
EW-047: Edgewater Ave Detour to perform work for Extra Work No. 004 - Relocation of the Sanitary Lateral for Toff's Dairy				\$ 3,500.00							
EW-048: Catch Basin Adjusted to Grade				\$ 3,125.00							
EW-049: Striping of Center Line and Edge Line of Venice Road				\$ 3,565.00							
EW-050: Sign Pole Foundation for Wayfinding Sign Relocation				\$ 420.00							
Cost Savings - Water Services Bared in lieu of open cut				\$ (8,242.40)							
WORK ORDER #10 (Items paid from contingency)											
Item of Work				Amount							
Ref 22: Top Soil				\$ 450.00							
Ref 92: DELINEATOR, POST GROUND MOUNTED				\$ 500.00							
WORK ORDER #11 (Items paid from contingency)											
Item of Work				Amount							
Ref 50: CATCH BASIN MISC, TYPE 3				\$ 8,000.00							
Ref 55: STORM SEWER LATERAL RECONNECTION				\$ 14,086.00							
125	MISC	1.00	0.5263240	(0.4736760)	LS	OWNERS ALLOWANCE FOR BIKE TRAIL SIGNAGE AND WAYFINDING	\$ 75,000.00	\$ 75,000.00	\$ 39,474.30		\$ (35,525.70)
Item of Work Paid Under this item				Amount							
Provide Banners and all Accessories to Hang Banners from Existing Poles				\$ 15,415.66							
Provide and Install Trees (Bur Oak) at Locations Provided by City				\$ 5,039.97							
Provide and Install 50 ea SLT Delineators, Provide and deliver 10 ea SLT Delineators complete and 10 ea SMA Delineators complete				\$ 7,933.67							
Striping of Blue and Green Edge Line along the Pathway				\$ 5,700.00							
Install Banners				\$ 5,385.00							
126	MISC	1.00	1.00	0.00	LS	PRECONSTRUCTION VIDEOTAPE	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	
CHANGE ORDER #12 Final											
127		0.00	1.00	1.00	LS	EW-51 - Coring MH-62 & New Catch Basin	\$ 1,470.00	\$ -	\$ 1,470.00	\$ 1,470.00	
TOTALS=							\$ 4,407,163.00	\$ 3,988,096.00	\$ 79,516.20	\$ (498,583.20)	
Explanation: Change order reflects work performed in the field.											
Accepted: 							ORIGINAL CONTRACT AMOUNT= \$4,407,163.00				
Contractor							CHANGE IN CONTRACT= -\$419,067.00				
Date: Oct. 12 TH 2022							REVISED CONTRACT AMOUNT= \$3,988,096.00				
Accepted: _____							Date: _____, 2022				
Director of Public Works											

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY SPEER BROS., INC. OF SANDUSKY, OHIO, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Side Utility & Connectivity Improvements Project involved replacing the existing waterlines along Venice Road and the Sagamore, Linden, Elwood and Wuertz neighborhoods along with installing storm sewers in these areas, resurfacing and some full depth pavement repair along Edgewater Avenue south of Venice Road and the Sagamore, Linden, Elwood and Wuertz area, installation of a new 10-foot asphalt multi-use path on the north side of Venice Road from Edgewater Avenue to just east of the Cold Creek bridge and installation of a new 4-foot concrete sidewalk from the eastern intersection of Mill Pond Drive to the eastern intersection of Cold Creek Boulevard; and

WHEREAS, the City Commission approved an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for Professional Design Services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 17-226, passed on December 11, 2017; and

WHEREAS, the City Commission approved an agreement with O.R. Colan Associates of Fairview Park, Ohio, for professional property and easement acquisition services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

WHEREAS, the City Commission declared the necessity to proceed with the proposed West Side Utility & Connectivity Improvements Project by Resolution No. 041-19R, passed on October 28, 2019; and

WHEREAS, the City Commission approved the awarding of the contract to Speer Bros., Inc. of Sandusky, Ohio, for work to be performed for West Side Utility & Connectivity Improvement Project by Ordinance No. 20-002, passed on January 13, 2020; and

WHEREAS, the City Commission approved an agreement with K.E. McCartney & Associates, Inc. of Mansfield, Ohio, for Professional Services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 20-003, passed on January 13, 2020; and

WHEREAS, the City Commission approved a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of design and construction for the West Side Utility & Connectivity Improvement Project by Ordinance No. 20-004, passed on January 13, 2020; and

WHEREAS, this First & Final Change Order reflects a combination of actual quantities used and performed in the field, contingencies, savings, and expenditures related to the project; and

WHEREAS, the original contract with Speer Bros., Inc. was \$4,407,163.00 and with the **deduction** of this First & Final Change Order in the amount of \$419,067.00, the final contract cost is \$3,988,096.00, and will be paid as follows:

OWDA Loan - Sewer Funds (Storm Water)	\$ 1,803,447.78
OWDA Loan - Water Funds	\$ 1,756,247.30
OWDA Loan - Sewer Funds (Sanitary)	\$ 23,000.00
Issue 8 Funds (2019 Sandusky Bay Pathway)	\$ 285,670.62
Capital Funds (2019 Sandusky Bay Pathway)	\$ 60,028.30
Issue 8 Funds (Street)	\$ 59,702.00
Total	\$ 3,988,096.00

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the contractor to be paid for work already performed and to close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the West Side Utility & Connectivity Improvements Project and to **deduct** from the contract amount the sum of Four Hundred Nineteen Thousand Sixty Seven and 00/100 Dollars (\$419,067.00) resulting in the final contract cost of Three Million Nine Hundred Eighty Eight Thousand Ninety Six and 00/100 Dollars (\$3,988,096.00) with Speer Bros. Inc. of Sandusky, Ohio.

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

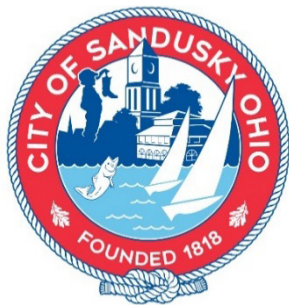
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 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: October 10, 2022

Subject: **Commission Agenda Item – Award Contract for Perkins Avenue Waterline & Resurfacing Project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Speer Bros., Inc. of Sandusky, OH for the Perkins Avenue Waterline Replacement and Resurfacing Project.

BACKGROUND INFORMATION: In September of 2022, City Commission approved Resolution 050-22R to allow for a re-bid of the Perkins Avenue Waterline and Resurfacing project. Prior to that, in May of 2021, Commission approved an agreement with GPD via ordinance 21-078 for professional design services. In August, City Commission approved legislation via Resolution No. 036-21R to apply for and receive funds through the Ohio Public Works Commission (OPWC), which was subsequently awarded in December. Since funding through OPWC is not made available until July 2022, which is the start of the state fiscal year, staff has worked with GPD to complete the design so bidding could occur simultaneously with receipt of the OPWC agreement.

The catalyst for this project is the old water main on Perkins Avenue and 52nd Street that average between six and ten breaks each winter. When the Erie County Engineers planned to resurface the southern half of Perkins Avenue in 2019, they said that they could not wait for the City to design and construct a new water line because City staff had made the same request in 2003 when the road was resurfaced at that time. This comment reinforced the desire, and more importantly, the need to replace this extremely poor infrastructure. As with all of the major reconstruction projects, staff also wanted to make spot improvements to drainage, turning radii, walkability, safety, drive access, and curbing.

The section of Perkins Avenue included in the project starts at Anita Avenue, which is where ODOT completed intersection improvements and water line replacement several years ago. It terminates at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly 2 miles. The old 6-inch waterline being replaced is over 80 years old and the pavement was last resurfaced 19 years ago (2003). We have had over 75 water main breaks recorded on this stretch of Perkins Ave. and the roadway is one of the most heavily travelled East-West connectors in Erie County.

Adding 52nd Street to the project is also very important since there are consistently between 2 and 3 breaks on this water main every winter; and every break on 52nd has an impact on the businesses along that block of Perkins Avenue.

In summary, this project consists of replacing the water main, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing. Specifics include:

- Just under 2 miles of new 8-inch water main
- 64 new copper water services
- 0.8 miles of new curbing
 - There is quite a bit of curb missing at intersections and in front of the high school which causes problems for drainage and property maintenance
- Wider turning radii at Hancock where trucks frequently drive over the curb
- 0.8 miles of new sidewalk
 - The focus here is to improve pedestrian connectivity not just to the businesses, but also to the Sandusky High School, Churchwell Park, and Mills Street.
- 17 upgraded ADA curb ramps
- Rebuilding and adding catch basins to improve drainage
- Improving driveway and intersecting roadway access points, while providing limited access for some of the wider drive aprons
- Resurfacing the asphalt pavement within the City's corporation limit, as the county paved the Township's portion in 2019.

With the extent of underground work required prior to paving and the logistical delays on material availability, the completion date for this project has been set for December 1, 2023. Careful coordination with the contractor will be crucial as a portion of the construction activity will likely take place during the summer months, so leaving access to all businesses in this area will be a top priority. City Staff will work closely with all stakeholders in this area to keep an open line of communication throughout construction. These same stakeholders have been wonderful to work with to date as many are extremely thankful for the work that will be taking place. Some have even said that they are planning to install landscaping and undertake other beautification efforts on their properties after completion of the project.

A total of three bids were received on Thursday, October 6, 2022 at a formal public bid opening;

Speer Brothers Inc. Sandusky, OH 100% BID BOND	Base Bid	\$5,411,227.34
Fabrizi Trucking & Paving Co., Inc. Middleburg Heights, OH 100% BID BOND	Base Bid	\$5,587,315.78
Underground Utilities Inc. Monroeville, OH 100% BID BOND	Base Bid	\$5,648,733.50

The engineer's estimate for the project was set at \$5,257,777.18. Because the Ohio Public Works Commission (PWC) funds are intended to be used to pay for a portion of this work, Local Preference does not apply.

The contractual schedule for completion of this project is Friday, December 1, 2023.

BUDGETARY INFORMATION: The total construction cost of the project based on bids is \$5,411,227.34 which will be funded accordingly:

OWDA Loan - Water	\$3,807,537.15
OWDA Loan - Storm/Sewer	\$518,547.30
OPWC Loan - 0% Interest	\$145,049.00
OPWC Grant	\$325,000.00
Issue 8	\$615,093.89
	\$5,411,227.34

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Speer Brothers of Sandusky, OH for the Perkins Avenue Waterline Replacement and Street Resurfacing Project in an amount not to exceed \$5,411,227.34 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of December 1, 2023.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Perkins Ave Waterline & Resurfacing 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 #612-6211-55990, 613-6211-55990, 431-6200-55990

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SPEER BROS., INC., OF SANDUSKY, OHIO, FOR THE PERKINS AVENUE WATERLINE AND RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing on Perkins Avenue beginning at Anita Avenue and ending at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly two (2) miles and additionally includes 52nd Street; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 21-078, passed on May 24, 2021; and

WHEREAS, the City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Perkins Avenue Waterline and Resurfacing Project by Resolution No. 036-21R, passed on August 23, 2021; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project by Resolution No. 050-22R, passed on September 12, 2022; and

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

WHEREAS, the total construction cost of this project based on bids is \$5,411,227.34 and will be paid as follows:

OWDA Loan - Water Funds	\$ 3,807,537.15
OWDA Loan – Stormwater / Sewer Funds	\$ 518,547.30
OPWC Loan – 0% Interest	\$ 145,049.00
OPWC Grant	\$ 325,000.00
Issue 8 Funds	\$ 615,093.89
Total	\$ 5,411,227.34

WHEREAS, approval is being requested in companion legislation to approve a Cooperative Agreement with the Ohio Water Development Authority (OWDA) to finance the cost of construction for the Perkins Avenue Waterline and Resurfacing 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 allow the contractor to complete the project prior to the construction completion deadline of December 1, 2023; 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 Speer Bros., Inc., of Sandusky, Ohio, for the Perkins Avenue Waterline and Resurfacing Project in an amount **not to exceed** Five Million Four Hundred Eleven Thousand Two Hundred Twenty Seven and 34/100 Dollars (\$5,411,227.34) consistent with the bid submitted by Speer Bros., Inc., of Sandusky, 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: October 24, 2022



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: October 10, 2022

Subject: **Commission Agenda Item – OWDA Loan for the Perkins Avenue Waterline & Resurfacing Project**

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

BACKGROUND INFORMATION: The City began the planning and design process for the Perkins Avenue Waterline & Resurfacing Project in early 2021, which was fueled by the amount of waterline breaks being experienced along the whole stretch of Perkins Avenue, from 52nd Street (including 52nd Street) to just West of Mills Street. The City worked with an Engineering Firm to develop a full set of construction plans installing a new water line, making necessary repairs to roads and repairing the storm flow along the roadway. Please see companion legislation to award the project for additional project details.

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

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

Construction	\$4,326,084.45
Contingency (10%)	\$432,608.45
OWDA Administrative Fee (0.35%)	\$16,655.43
	<u>\$4,775,348.33</u>

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with the Ohio Water Development Authority by November 7, 2022. This will allow OWDA to approve the loan, which will coincide with the construction phase.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, Director of Public Works

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

ORDINANCE NO. _____

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

WHEREAS, the Perkins Avenue Waterline and Resurfacing Project will provide for the replacement of the waterline with a new, larger size line, allowing better flows and water quality in the immediate and adjacent areas, fire hydrants, service lines and water meters, limited sidewalks, driveway aprons, catch basins, asphalt resurfacing, ADA ramps, and curbing on Perkins Avenue beginning at Anita Avenue and ending at the Mills Creek bridge, just west of the old YMCA, for a total length of nearly two (2) miles and additionally includes 52nd Street; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with GPD Group of Cleveland, Ohio, for the Perkins Avenue Waterline and Resurfacing Project by Ordinance No. 21-078, passed on May 24, 2021; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Perkins Avenue Waterline and Resurfacing Project by Resolution No. 050-22R, passed on September 12, 2022; and

WHEREAS, approval is being requested in companion legislation to award a construction contract to Speer Bros., Inc., of Sandusky, Ohio, for the Perkins Avenue Waterline and Resurfacing Project; and

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

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

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$4,775,348.33 to finance the cost of construction for the Perkins Avenue Waterline and Resurfacing Project as follows:

Construction	\$ 4,326,084.45
Contingency (10%)	\$ 432,608.45
OWDA Administrative Fee (0.35%)	\$ 16,655.43
Total	\$ 4,775,348.33

; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the application to the OWDA by November 7, 2022, which will allow approval of the loan by the OWDA to coincide with the construction phase; and

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

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

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

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 24, 2022

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

DEFINITIONS RELATING TO PHYSICAL FACILITIES

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

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

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

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

DEFINITIONS RELATING TO COSTS

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

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

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV - PAYMENTS BY LGA

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

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

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

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

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

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

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

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

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

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.1. The LGA hereby represents that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

and

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

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

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

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

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

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

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

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA: _____

LGA Legal Officer or Counsel

By: _____

By: _____

TERM SHEET

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

EXHIBIT "1"

PROJECT FACILITIES DESCRIPTION

EXHIBIT "1"

Exhibit B

CONSTRUCTION CONTRACT(S)

EXHIBIT "1"



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: Eric Wobser, City Manager

From: Jeffrey Meinert, Sewer Plant Superintendent

Date: October 12, 2022

Subject: **Commission Agenda Item – Purchase a 2024 Freightliner M2 112 for the Wastewater Treatment Plant**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of a 2024 Freightliner M2 112 from Valley Freightliner, Inc. of Parma, Ohio through the Department of Transportation cooperative purchasing program, Contract #044-23.

BACKGROUND INFORMATION: The above listed truck is available for a purchase price of \$198,326.00 from Valley Freightliner, Inc. of Parma, Ohio through the Department of Transportation cooperative purchasing program, Contract #044-23.

The vehicle is used by sewer plant staff for hauling special designed dumpsters which haul dewatered sludge that are collected during the sewage treatment process to various approved dump locations, such as the Erie County Landfill. The new truck is specifically built to haul the custom made dumpsters that were purchased in 2016. The current truck used for this operation is a 2010 M2 112 Conventional Chassis with 173,689 miles, has reached its useful life for hauling heavy sludge material and will be best fit to be used by the Street Division. When the new dumpsters were purchased, the retired rusted dumpsters were sent out to the Street Division to be used as part of their leaf collection process. The truck will be used to haul out leaf materials out to a secondary dump site.

The vehicle industry is seeing increasingly long wait times on production of vehicles, therefore, the order being placed will not be built and delivered until mid-2023.

BUDGETARY INFORMATION: The total cost for one (1) 2024 Freightliner M2 112 shall not exceed \$198,326 and will be paid from Capital Sewer Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to purchase the 2024 Freightliner M2 112 from Valley Freightliner, Inc. of Parma, Ohio through the Department of Transportation cooperative purchasing program, Contract #044-22, in an amount not to exceed \$198,326.00. It is further required that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter to allow the truck to be ordered in order to make the April 2023 build date.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron Klein, Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: Purchase a 2024 Freightliner for the WWTP

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

Account #613-5420-54090

By: _____



Michelle Reeder

Finance Director

Dated: 10/20/2022

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2024 FREIGHTLINER M2 112 TRUCK FROM CLEVELAND FREIGHTLINER, INC. (D.B.A. VALLEY FREIGHTLINER, STERLING, AND WESTERN STAR TRUCKS OF CLEVELAND) OF PARMA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE WASTEWATER TREATMENT PLANT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the City's participation in the Ohio Department of Transportation's Cooperative Purchasing Program by Ordinance No. 18-162, passed on August 27, 2018, which is on file with the Ohio Department of Transportation as a requirement of the City's participation in the program; and

WHEREAS, the Wastewater Treatment Plant currently uses a 2010 M2 112 Conventional Chassis for hauling specially designed dumpsters to transport dewatered sludge that is collected during the sewage treatment process to various approved dump locations, such as the Erie County Landfill, and this vehicle is no longer fit for its intended purpose; and

WHEREAS, it is recommended to replace the 2010 M2 112 Conventional Chassis with a 2024 Freightliner M2 112 Truck which is available from Cleveland Freightliner, Inc. (D.B.A. Valley Freightliner, Sterling, and Western Star Trucks of Cleveland) of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of any further bidding process; and

WHEREAS, the 2010 M2 112 Conventional Chassis will be retained for lighter duties with the Street Division and for hauling leaf materials out to a secondary dump site; and

WHEREAS, the total cost for the purchase of the 2024 Freightliner M2 112 Truck is \$198,326.00 and will be paid with Capital 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 the order for the truck to be placed as the current lead time on production and delivery is mid-2023; 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 Wastewater Treatment Plant, 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 a 2024 Freightliner M2 112 truck from Cleveland Freightliner, Inc. (d.b.a. Valley Freightliner, Sterling, and Western Star Trucks of Cleveland) of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program, Contract #044-23, at an amount **not to exceed** One Hundred Ninety Eight Thousand Three Hundred Twenty Six and 00/100 Dollars (\$198,326.00).

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

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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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: October 24, 2022