

SANDUSKY CITY COMMISSION REGULAR SESSION AGENDA MARCH 13, 2023 AT 5 P.M. CITY HALL, 240 COLUMBUS AVENUE

INVOCATION Mr. Poggiali

PLEDGE OF ALLEGIANCE

CALL TO ORDER

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

APPROVAL OF MINUTES February 27, 2023 Regular Meeting

AUDIENCE PARTICIPATION

PUBLIC HEARING

PRESENTATION Erie County Economic Development Corp 2022, Abbey Bemis, Executive Director

COMMUNICATIONS Motion to accept all communications submitted below

CURRENT BUSINESS

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE FOR PIPE CREEK WHARF LLC

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

Notice to Legislative Authority for NEW D5F Liquor License, Spirituous liquor for on premises consumption only, beer, wine & mixed beverages for on premises, or off premises in original sealed containers, until 2:30 a.m., Marina Restaurant Only, for: **Pipe Creek Wharf LLC, 2330 River Avenue.**

ITEM B – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE TRANSFER FOR MANKI 1008 LLC

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

Notice to Legislative Authority for Transfer of Ownership of C1, C2, & D6 Liquor License, Beer only in original sealed container for carry out only, wine & mixed beverages in sealed containers for carry out, permit allows for sale of alcohol on Sundays, for: Manki 1008 LLC, DBA Sandusky Food Mart, 1038 Cleveland Road.

ITEM C – Submitted by Aaron Klein, Public Works Director

2023 FIVE-YEAR CAPITAL IMPROVEMENT PLAN (SECOND READING)

<u>Budgetary Information:</u> There is no budgetary impact to approve the CIP at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the 2023 Five-Year Capital Improvement Plan for the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Brendan Heil, Law Director

OPIOID ORDINANCE

<u>Budgetary Information:</u> There is no budgetary impact for this item.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the new national opioids settlements with Allergan, CVS, Teva, Walgreens, and Walmart; authorizing and directing the city manager to execute the settlement participation forms with Allergan, CVS, Teva, Walgreens, and Walmart (settling defendants); and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by Michelle Reeder, Finance Director

PAYMENT FOR SOFTWARE SOLUTIONS ANNUAL SUPPORT FEE

<u>Budgetary Information:</u> The total cost for the annual support fee is \$41,947.87. Of this amount, \$20,973.93 will be paid by the General Fund, \$10,486.97 by the Water Fund, and \$10,486.97 by the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Software Solutions Incorporated of Dayton, Ohio for the annual software support fee for the period April 1, 2023, through March 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Mario D'Amico, Fire Chief

PERMISSION TO APPLY FOR FIREHOUSE SUBS GRANT

Budgetary Information: There is no budgetary impact. This grant if awarded is 100% funded by Firehouse Subs Foundation. There are no matching funds. **RESOLUTION NO.** _____: It is requested a resolution be passed approving the submission of an application to the Firehouse Subs Public Safety Foundation for grant funding for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter. ITEM G – Submitted by Aaron Klein, Public Works Director APPROVAL TO SUBMIT PERMITS FOR CEDAR POINT CAUSEWAY WETLANDS **Budgetary Information**: There are no costs to submit applications. **RESOLUTION NO.** _____: It is requested a resolution be passed authorizing and approving the submission of an application to the U.S. Army Corps of Engineers to obtain a Department of Army permit, submittal of an application to the State of Ohio to obtain a submerged lands lease and shore structure permit, if required, submittal to the Ohio Environmental Protection Agency for a water quality certification, and submittal to the U.S. Coast Guard for private aids to navigation, if required, in connection with the Cedar Point Causeway Wetland Project, related to the Sandusky Bay Initiative; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter. ITEM H – Submitted by Jane Cullen, Assistant City Engineer **DEDICATION OF SUPERIOR STREET RIGHT-OF-WAY <u>Budgetary Information</u>**: There will be a fee for the recording of the right-of-way dedication plat at the Erie County Recorder's office which will be paid with Economic Development Funds. **ORDINANCE NO.** _____: It is requested an ordinance be passed accepting the final plat and confirming the dedication to the public use as public right-of-way a portion of land at the northwest corner of W. Monroe Street and Superior Street, with a total area of 0.0473 acres, as Superior Street Right-of-Way, as set forth on the dedication plat; 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 Colleen Gilson, Chief Neighborhood Development Officer/Interim Asst. City Mgr. PURCHASE & SALE AGREEMENT OF MARKET ST PROPERTY LOT SPLIT "B" (SECOND READING) Budgetary Information: The sales price per the Agreement is \$50,000. All sales proceeds will be deposited into the Real Estate Development Fund. ORDINANCE NO. _____: It is requested an ordinance be passed declaring that a portion of certain real property owned by the City located at the southeast corner of East Market Street and Warren Street, and identified as Parcel No. 56-00983.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to David A. Mack and Christine E. Mack; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter. ITEM 2 – Submitted by Michelle Reeder, Finance Director APPROVING AMENDMENT TO AGREEMENT FOR ANNUAL REPORT WITH REA & ASSOCIATES Budgetary Information: The total cost to compile our financial statements for the annual reports will not exceed \$49,275.50 for calendar year 2022 and \$50,525.50 for 2023 statements. The annual fee for completion of the financial report will be split 50% to be paid by the General Fund, 25% by the Water Fund, and 25% by the ORDINANCE NO. _____: It is requested an ordinance be passed approving an amendment to the agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, for the preparation of financial statements for the December 31, 2021, December 31, 2022, and December 31, 2023, Annual Comprehensive Financial Report; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter. ITEM 3 - Submitted by Michelle Reeder, Finance Director PERMISSION FOR FUEL PURCHASING AGREEMENT WITH FUELMAN **<u>Budgetary Information:</u>** The costs for fuel purchases will be paid from each department's appropriate budget. Departments include, Police, Fire, City Manager, Code Compliance, Community Development, Engineering, Fleet, Horticulture, Municipal Court, Parks and Recreation, Water Plant (BIWW), Wastewater Treatment Plant, Water Distribution, Sewer Maintenance, Street, Building, and Transit. **ORDINANCE NO.** _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for fueling services with FleetCor Technologies Operating Company, LLC D.B.A. Fuelman of Atlanta, Georgia, to provide fuel credit card services for all city owned vehicles; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter. ITEM 4 – Submitted by Aaron Klein, Public Works Director

PERMISSION TO BID THE EAST WATER STREET RESURFACING PROJECT

Budgetary Information: The engineer's estimate for construction is \$886,594.80. ODOT will fund \$474,477.00. The City's share of \$412,117.80 will be funded with: MPO/Federal Funds \$474,477.00 Capital Projects Funds (Issue 8 – Streets) \$ 51,594.80 Capital Projects Funds (Sandusky Bay Pathway) \$200,000.00 American Rescue Plan Act Stimulus Funds \$160,523.00 \$886,594.80 **RESOLUTION NO.** _ __: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed East Water 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 Aaron Klein, Public Works Director AWARD THE ULTRAVIOLET DISINFECTION PROJECT TO GREAT LAKES Budgetary Information: The total construction cost of the project shall not exceed \$2,630,156.00 and will initially be paid with Sewer Funds. The City has submitted a formal application for reimbursement from the

<u>Budgetary Information</u>: The total construction cost of the project shall not exceed \$2,630,156.00 and will initially be paid with Sewer Funds. The City has submitted a formal application for reimbursement from the Water Pollution Control Loan Fund (WPCLF) program through the 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, Erie County will be responsible for paying their share of this project, including design and inspection which is 46.18%, pursuant to the Sewer Services Agreement.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Great Lakes Construction Co. of Hinckley, Ohio, for the Ultraviolet (UV) Disinfection Refurbishment Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Josh Snyder, Public Works Engineer

PERMISSION FOR PSA FOR CLEVELAND ROAD SAFETY PROJECT WITH WEST ERIE REALTY SOLUTIONS

<u>Budgetary Information:</u> The not to exceed cost is \$47,650.00. The funding split is 5% City and 95% Ohio Department of Transportation (ODOT) through the Safety Funds. ODOT Highway Safety Improvement Program Funds (4HJ7) and (4BC7) \$45,267.50, Major Infrastructure Funds (Streets) \$2,382.50.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with West Erie Realty Solutions, LTD. of Toledo, Ohio, for the Cleveland Road Safety Improvement Project; 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 FOR PDSA FOR EAST CLEVELAND ROAD PROJECT WITH CHAGRIN VALLEY

<u>Budgetary Information:</u> The not to exceed cost for professional design services is \$139,757, paid with Capital Projects Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Chagrin Valley Engineering of Cleveland, Ohio, for the East Cleveland Road (US Rte. 6) Sidewalk, Curb & Drainage Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Scott Kromer, Streets & Utilities Superintendent

AMENDMENT FOR WATER PURCHASE PRICE OF KUBOTA MINI EXCAVATOR

<u>Budgetary Information:</u> The original cost of \$64,236.70, approved through Ordinance 22-074 has increased by \$5,944.55, making the updated not to exceed amount \$70,181.25 and will be paid from Water Funds.

ORDINANCE NO. ______: It is requested an ordinance be passed amending Ordinance No. 22-074, passed on April 11, 2022; authorizing and directing the City Manager to purchase a new Kubota U Series Mini Excavator from Streacker Tractor Sales, Inc. of Fremont, Ohio, through the Sourcewell Cooperative Purchasing Program for the Water Distribution Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 9 – Submitted by Jason Werling, Parks & Recreation Superintendent

AMENDMENT FOR HORTICULTURE PURCHASE PRICE OF KUBOTA TRACTOR

<u>Budgetary Information:</u> The original cost of \$73,111.02, approved through Ordinance 22-078 has increased by \$5,584.32, making the updated not to exceed amount \$78,695.34 and will be paid from American Rescue Plan Stimulus Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 22-078, passed on April 25, 2022; declaring a 1979 Ford 3600 Tractor as unnecessary and unfit for City use pursuant to Section 25 of the City Charter; authorizing and directing the City Manager to purchase a new Kubota I Series Diesel Tractor from Streacker Tractor Sales, Inc. of Fremont, Ohio, through the Sourcewell Cooperative Purchasing Program

for the Horticulture Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 10 - Submitted by Jared Oliver, Police Chief

PERMISSION FOR SPD AUDIO & VIDEO RECORDING CONTRACT WITH AXON ENTERPRISE

Budgetary Information: The total cost of the Axon interview room recording system, software, hardware, and accessories (See attached quote) will be paid through the Police Department's budget in accordance with the pay schedule (in the table below) in an amount not to exceed \$59,434.26.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$10,973.18	\$11,412.10	\$11,868.59	\$12,343.33	\$12,837.06	\$59,434.26

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a five (5) year agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for the purchase and installation of replacement audio and video recording systems for two (2) interview rooms at the Justice Center for the Sandusky Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 11 – Submitted by Christopher Mehling, Recreation Project Coordinator

PERMISSION FOR PDSA FOR PROPOSED RECREATION CENTER WITH BRANDSTETTER CARROLL

Budgetary Information: The total not to exceed \$152,300 and will be paid with Capital Projects funds. \$99,500 will cover needs analysis and citizen engagement, site selection and concept design. The balance of \$52,800 may be used for as needed services which includes up to two (2) existing building condition reports and a statistically valid survey.

___: It is requested an ordinance be passed authorizing and directing the City Manager to ORDINANCE NO. _ enter into an agreement for professional design services with Brandstetter Carroll Inc. of Cleveland, Ohio, for the Recreation/Community Center Site Selection and Conceptual Design Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 12 – Submitted by Jonathan Holody, Community Development Director

2023 LEASE AGREEMENT WITH PEERLESS STOVE & MANUFACTURING

Budgetary Information: The City shall receive monthly rental payments of \$2,100 per month from Lessee during the initial term of the lease. All revenues are to be deposited into the Sewer Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a two (2) year lease agreement with Peerless Stove and Manufacturing Co., for the building and land located at 334 Harrison Street, Sandusky, Ohio, for the period of January 1, 2023, through December 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 13 – Submitted by Brendan Heil, Law Director

TRANSIENT RENTAL ROOMING & TOURIST HOUSES REGULATIONS

<u>Budgetary Information:</u> There is no budgetary impact.

_: It is requested an ordinance be passed amending Part Thirteen (Building Code), Title ORDINANCE NO. Five (Additional Local Provisions), Chapter 1341 (Environmental Health Housing Code) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance 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)

Online: <u>www.CityofSandusky.com/Live – Click "Play"</u>



NOTICE TO LEGISLATIVE **AUTHORITY**

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

TO PIPE CREEK WHARF LLC 2330 RIVER AVE 6937671 NEW PERMIT NUMBER SANDUSKÝ OH 44870 SUE DATE 02 | 06 | 2023 D5F PERMIT CLASSES D71858 22 077 B TAX DISTRIC FROM 02/17/2023 TYPE PERMIT NUMBER



RECEIPT NO

PERMIT CLASSES

MAILED 02/17/2023

TAX DISTRICT

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/20/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. B NEW 6937671 REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

Township Fiscal Officer

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT IN OUR COUNTY SEAT. IN COLUMBUS. THE HEARING BE HELD WE DO NOT REQUEST A HEARING. IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE. DID YOU MARK A BOX? PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE: (Title) - Clerk of County Commissioner (Date) (Signature) Clerk of City Council

CLERK OF SANDUSKY CITY COUNCIL 240 COLUMBUS AVE SANDUSKY OHIO 44870

From:

Jared Oliver

Sent:

Wednesday, March 8, 2023 11:17 AM

To:

Cathy Myers

Subject:

RE: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

SPD has no issues or concerns with this application.



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, March 8, 2023 11:00 AM **To:** Jared Oliver < joliver@cityofsandusky.com>

Subject: FW: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

From: Cathy Myers

Sent: Monday, February 27, 2023 2:59 PM

To: Jared Oliver < ioliver@cityofsandusky.com >; Mario D'Amico < mdamico@cityofsandusky.com >; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

Liquor License for: Pipe Creek Wharf LLC, 2330 River Ave, Sandusky.

D5F: Spirituous liquor for on premises consumption only, beer, wine & mixed beverages for on premises, or off premises in original sealed containers, until 2:30am, Marina Restaurant Only.

Please provide Commission with your input on this license.



Cathy Myers, Commission Clerk

City Hall
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.ci.sandusky.oh.us









From:

Mario D'Amico

Sent:

Monday, February 27, 2023 3:13 PM

To:

Cathy Myers; Jared Oliver; Jonathan Holody

Subject:

Re: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

SFD has no issues with this license.



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

From: Cathy Myers < CommissionClerk@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:58 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

Liquor License for: Pipe Creek Wharf LLC, 2330 River Ave, Sandusky.

D5F: Spirituous liquor for on premises consumption only, beer, wine & mixed beverages for on premises, or off premises in original sealed containers, until 2:30am, Marina Restaurant Only.

Please provide Commission with your input on this license.



Cathy Myers, Commission Clerk

City Hall 222 Meigs Street | Sandusky, OH 44870 T: 419.627.5850 | F: 419.627.5555 www.ci.sandusky.oh.us









From:

Jonathan Holody

Sent:

Monday, February 27, 2023 3:32 PM

To:

Cathy Myers

Subject:

RE: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

No objection from Community Development.

Jonathan

From: Cathy Myers < CommissionClerk@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:59 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: Liquor License NEW # 6937671 Pipe Creek Wharf LLC

Liquor License for: Pipe Creek Wharf LLC, 2330 River Ave, Sandusky.

D5F: Spirituous liquor for on premises consumption only, beer, wine & mixed beverages for on premises, or off premises in original sealed containers, until 2:30am, Marina Restaurant Only.

Please provide Commission with your input on this license.



Cathy Myers, Commission Clerk

City Hall
222 Meigs Street | Sandusky, OH 44870
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NOTICE TO LEGISLATIVE **AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL 6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005 (614)644-2360 FAX(614)644-3166

TO

5521055 TRFO 02 01 2023 SSUE DATE	MANKI 1008 LLC DBA SANDUSKY FOOD MART 1038 CLEVELAND RD SANDUSKY TWP SANDUSKY OHIO 44870
Too Billing: 1 - Jackson I Island	FROM 02/16/2023
6472416 02 01 2023 15SUE DATE 02 14 2023	NRYN CORP DBA SANDUSKY FOOD MART 1038 CLEVELAND RD SANDUSKY OHIO 44870
C1 C2 D6 PERMIT CLASSES 22 077 TAX DISTRICT RECEIPT NO.	



MAILED 02/16/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/20/2023

IMPORTANT NOTICE PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. 5521055 B TRFO REFER TO THIS NUMBER IN ALL INQUIRIES_ TRANSACTION & NUMBERS

Township Fiscal Officer

	(IRANSACTION & NO	MDERV
(<u>M</u>	MUST MARK ONE OF THE FOLLOWING)	
WE REQUEST A HEARING ON THE HEARING BE HELD	THE ADVISABILITY OF ISSUING THE PE	RMIT AND REQUEST THAT IN COLUMBUS.
WE DO NOT REQUEST A HEAF DID YOU MARK A BOX? IF	RING NOT, THIS WILL BE CONSIDERED A L	ATE RESPONSE.
PLEASE SIGN BELOW AND MA	RK THE APPROPRIATE BOX INDICATIN	G YOUR TITLE:
(Signature)	(Title) - Clerk of County Commissioner	(Date)
	Clerk of City Council	

CLERK OF SANDUSKY CITY COUNCIL 240 COLUMBUS AVE SANDUSKY OHIO 44870

From: Mario D'Amico

Sent: Monday, February 27, 2023 2:56 PM **To:** Cathy Myers; Jared Oliver; Jonathan Holody

Subject: Re: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

Fire has no issues or comments on 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

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:52 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: RE: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

Sorry, this is for:

Manki 1008 LLC DBA Sandusky Food Mart 1038 Cleveland R. Sandusky, OH

From: Cathy Myers

Sent: Monday, February 27, 2023 2:51 PM

To: Jared Oliver < joliver@cityofsandusky.com>; Mario D'Amico < mdamico@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: Liguor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

This request is for a C1, C2, & Dg license: Beer only in original sealed container for carry our only, Wine & mixed beverages in sealed containers for carry out, permit allows sale of alcohol on Sundays.

Please provide you input for Commission for this license.

Cathy Myers, Commission Clerk

City Hall 222 Meigs Street | Sandusky, OH 44870 T: 419.627.5850 | F: 419.627.5555

www.ci.sandusky.oh.us

From: Jared Oliver

Sent: Monday, February 27, 2023 3:03 PM

To: Mario D'Amico; Cathy Myers; Jonathan Holody

Subject: RE: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

SP has no concerns.



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: Mario D'Amico <mdamico@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:56 PM

To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: Re: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

Fire has no issues or comments on 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

From: Cathy Myers < CommissionClerk@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:52 PM

To: Jared Oliver < joliver@cityofsandusky.com>; Mario D'Amico < mdamico@cityofsandusky.com>; Jonathan Holody

<iholody@cityofsandusky.com>

Subject: RE: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

Sorry, this is for:

Manki 1008 LLC DBA Sandusky Food Mart

From: Jonathan Holody

Sent: Monday, February 27, 2023 3:34 PM

To: Cathy Myers

Subject: RE: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

No objection from Community Development.

Jonathan

From: Cathy Myers < CommissionClerk@cityofsandusky.com>

Sent: Monday, February 27, 2023 2:53 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Jonathan Holody

<jholody@cityofsandusky.com>

Subject: RE: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

Sorry, this is for:

Manki 1008 LLC DBA Sandusky Food Mart 1038 Cleveland R. Sandusky, OH

From: Cathy Myers

Sent: Monday, February 27, 2023 2:51 PM

To: Jared Oliver < ioliver@cityofsandusky.com >; Mario D'Amico < iode model mo

<jholody@cityofsandusky.com>

Subject: Liquor License #5521055 for Manki 1008 LLC, DBA Sandusky Food Mart

This request is for a C1, C2, & Dg license: Beer only in original sealed container for carry our only, Wine & mixed beverages in sealed containers for carry out, permit allows sale of alcohol on Sundays.

Please provide you input for Commission for this license.



Cathy Myers, Commission Clerk City Hall 222 Meigs Street | Sandusky, OH 44870

T: 419.627.5850 | F: 419.627.5555

www.ci.sandusky.oh.us









DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Aaron M. Klein

Date: February 14, 2023

Subject: Commission Agenda Item – 2023 Five-Year Capital Improvement Plan

ITEM FOR CONSIDERATION: Approval of the 2023 Five-Year Capital Improvement Plan

BACKGROUND INFORMATION: In July of 2016, the Sandusky City Commission approved the first city-wide Five-Year Capital Improvement Plan (CIP), developed to track proposed capital expenditures over the subsequent five-year period. Although staff has updated the plan annually, a formal document was not released since 2019 due to so much financial uncertainty since the onset of the pandemic in March of 2020. The CIP is intended to serve as a comprehensive document to help every stakeholder and resident in the City of Sandusky understand where the city administration proposes to implement needed and desired projects based on several factors, including various planning documents maintained by staff. Secondarily, the CIP can be utilized internally as an additional budgeting tool to help ensure responsible, appropriate, informed, and reasonable expenditures of funds without overspending in those accounts.

A draft CIP was sent to members of the Finance Committee on February 10, 2023 for review and to provide feedback at the Finance Committee meeting on February 17, 2023. Additionally, all City departments have reviewed the draft CIP for consistency. All feedback received to-date has been incorporated into the document. This CIP will be updated annually. It should be noted that two new funding sources – Stimulus/ARPA and Parking & Admissions Tax – have been added to the document.

<u>BUDGETARY INFORMATION</u>: There is no budgetary impact to approve the CIP at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

<u>ACTION REQUESTED:</u> It is requested that City Commission approve the proposed 2023 Five-Year Capital Improvement Plan and that necessary legislation be passed on first reading.

John Orzech	
Interim City Manager	

I concur with this recommendation:

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

OR	DIN	ΑN	CE	Ν	0					

AN ORDINANCE APPROVING AND ADOPTING THE 2023 FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved and adopted the first city-wide Five-Year Capital Improvement Plan for the City of Sandusky by Ordinance No. 16-104, passed on July 11, 2016; and

WHEREAS, the Five-Year Capital Improvement Plan was developed to track proposed capital expenditures over the subsequent five-year period and is utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated; and

WHEREAS, this proposed 2023 Five-Year Capital Improvement Plan was distributed to members of the Finance Committee on February 10, 2023, and has been reviewed by Staff and all feedback received to-date has been incorporated into the document, and this Plan will continue to be updated annually during the budgeting process; 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 approve and adopt the Plan and immediately move forward with projects included in the Plan; 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 and adopts the 2023 Five-Year Capital Improvement Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance 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 PAGE 2 - ORDINANCE NO. _____

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

thereof.

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS

CLERK OF THE CITY COMMISSION

Passed: March 13, 2023



FIVE-YEAR CAPITAL IMPROVEMENT PLAN



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INTRODUCTION

The City of Sandusky's 5-year Capital Improvement Plan (CIP) plays a vital role in maintaining and improving the city's infrastructure to meet the needs of its residents and visitors. The CIP facilitates the orderly planning of infrastructure improvements and helps maintain, preserve, and protect our existing system, while also providing for the construction of new projects and the acquisition or replacement of necessary equipment. The goal is to use the CIP as a tool to implement the City's various Master Plans, goals, objectives, policies, and to aid in financial planning.

The Capital Improvement Plan not only benefits the city by providing a long-term perspective on development and budgeting, but it also promotes coordination of various projects.

Having a Capital Improvement Plan helps the City, its citizens, and the City Commission take a long-range view of their future activities and responsibilities.

The annual budget for the City of Sandusky is divided into two main parts:

Operation and Maintenance (O&M): These expenses are vital to the success of the City and include employee wages & benefits, along with various items that are necessary to support both residents and employees of the City. From adequate supplies to up-to-date training and licensing, many everyday expenses fall under O&M. "Supplies" may refer to resources used to treat drinking water or protective gear used by safety forces in an emergency. Although the details of O&M are not included in this report, they are an important part of the annual budget.

Capital: Capital assets are items, (i.e., land, buildings, vehicles, equipment, software, art, historical treasures) with a useful life spanning beyond a single reporting period. Capital infrastructure refers to fundamental structures or facilities, (i.e., roads, bridges, traffic lights, multiuse paths, water & sewer systems, shoreline protection), that are needed for the operation of the City and can be preserved for a significantly greater number of years. It should be noted that the CIP does not only incorporate improvements that can be capitalized, but it also includes other items that do not also fit into O&M budget, like some of the programming, planning, or development.

FREQUENTLY ASKED QUESTIONS (FAQS)

How does the City prioritize capital projects?

Deciding which projects receive attention takes careful consideration. Here are a few keys steps in the process:

Planning and Analysis: In accordance with existing planning documents, key players determine which needs and goals take priority and City staff collaborate to develop a synchronized plan. Here is a list of planning documents currently in use by the City:

Planning Document	Department/Division	Year
Five-Year Capital Improvement Plan	Public Works	Annually
CDBG – Annual Action Plan	Planning	Annually
Sandusky Public Art Work Plan	Planning	Annually
Sandusky Fire Department Master Plan	Fire	2023
Downtown Master Plan	Planning	2021
Sandusky Bay Pathway	Public Works	2018
Sandusky Public Art and Placemaking Plan	Planning	2018
Downtown East Bay Plan	Planning	2017
Jackson Street Pier Plan	Planning	2017
Landing Park Master Plan	Public Works	2017
Sandusky Neighborhood Initiative (SNI)	Planning	2017
Bicentennial Vision – Strategic Plan	Planning	2016
Bicentennial Vision – Comprehensive Master Plan	Planning	2016
Zoning Map	Planning	2015
Bayfront Corridor Plan	Planning	2015
Thriving Communities Housing Survey	Planning	2015
Pavement Condition Rating	Public Works	2015
Water Quality Study for Disinfection Byproducts and Algae Toxins	Public Works	2015
2040 Long Range Transportation Plan	Erie County Planning	2015
CDBG – Five-Year Consolidated Plan	Planning	2014
Downtown Parking Study	Planning	2014
Tree Inventory	Erie County Planning	2014
Bicycle and Pedestrian Plan	Erie County Planning	2014
Safe Routes to Schools	Planning	2013
Sidewalk Inventory	Erie County Planning	2013
Lion's Park Master Plan	Planning	2009
Big Island Water Works Source Water Intake Study	Public Works	2009
Water Distribution System Study	Public Works	2006
Water Quality Monitoring Report (CSO's)	Public Works	1998

Master Water Plan	Public Works	1998
CSO General Plan	Public Works	1997

Collaboration: Multiple perspectives are vital to building a successful plan. Local business owners, resident groups and other community-based organizations are given the opportunity to voice concerns and recommendations and to determine final outcomes.

Comparison: Prior to finalizing a plan, the City works with various parties to ensure projects are not being duplicated, as well as to build support. External parties may include, Columbia Gas, First Energy, Sandusky Main Street Association, Erie County Commission, Ohio Department of Transportation, Firelands Regional Medical Center, Cedar Fair and various schools, churches and businesses.

Confirmation: The City Commission, through recommendations from the administration and staff, approve funding for forthcoming projects at public meetings. Staff will analyze the financial impact for each project over five years.

How does the plan reflect the ideas and desires of the residents?

Beginning in 2014, stakeholders and residents were invited to participate in strategic planning meetings where ideas were generated. These meetings continue to take place throughout the city and are often advertised by the City and local news media. In addition, concerns and complaints submitted via letter, email, telephone and social media throughout any given year are tallied and taken into consideration during the CIP planning process.

As a result of public input, the City developed five points of focus to ensure that every project aligns with issues that are important to current and future residents.

VIBRANT CITY	Economy, workforce, buildings & land, entrepreneurs & business
LIVABLE CITY	Housing, neighborhood amenities & safety
CONNECTED CITY	Roads, sidewalks, public transit, signage & technology
DESTINATION CITY	Downtown, waterfront, recreation, arts & culture
CELEBRATED CITY	Events, legacy, brand, marketing & storytelling

How can available funds be used?

Each fund has specific guidelines for spending. These rules are established when the account is created and may be influenced by federal, state and/or local regulations. For example, based on the Ohio Revised Code, revenue generated by water rates cannot be used to repair a damaged shoreline. That money can only be used for operation, maintenance and capital related to water-specific needs. Another common example involves funds available through tax increment financing (TIF), which must be used for a specific purpose, possibly a geographic region, resulting in applicability of TIF funds for very specific projects.

How does the director of finance determine what funds are available for Capital?

The director of finance evaluates many factors, including historic income and spending, local economy, market activity and approved or potential grants and loans, to make projections for the following year.

Operation & Maintenance (O&M), debt service and targeted reserves keep the city functioning on a day-to-day basis and take priority over capital spending. Funds that remain, once the O&M budget and reserves are subtracted from the projected income, may be considered for capital projects.

Who oversees each project?

Various staff across multiple departments are responsible for completing the projects outlined in the capital plan. Once a project is confirmed for advancement, it is assigned to a department and subsequently to a staff member to lead that initiative. The Human Resources department maintains the organizational breakdown of city staff and the relationships and relative ranks and positions.

If a project is included in the CIP, is it guaranteed that the project will be funded in the year that it is listed?

No. Projects listed within Year One of the 5-Year CIP are appropriated in that year's capital budget after the CIP is approved by City Commission. As the year progresses, there may be a need (i.e., emergency demolition or equipment failure) to shift funds from one project to another. In most cases, this shift would be formally approved by the Commission at a public meeting. Projects listed from Year Two through Year Five are considered flexible priorities to be funded in the future.

Will all projects be on-time and within budget?

The goal is to initiate all of the projects listed within the first year of the CIP on-time and within budget. However, the dates and amounts provided during the capital planning process are budgetary estimates and are not guaranteed until each project is under contract and eventually completed. Unpredictable factors may require schedules and/or budgets to change. For example, the cost of asphalt for street repairs is based on changing fuel prices or the price of equipment may increase between the time of estimate and the time of purchase.

What is the process for raising utility rates?

Each year, the director of public works and finance director evaluate current rates to ensure that there are enough funds to operate sewer and water systems while providing the best possible rates for residents. Together, a recommendation is provided to the city manager and commission to retain, increase or decrease rates. At a public meeting, commissioners evaluate and vote on that recommendation. If approved, an ordinance is created and the billing software is updated.

When are Community Development Block Grant (CDBG) funds available?

The City is awarded funds by the federal government each July. The public process to determine how funds will be allocated begins early each year so an Annual Action Plan can be formalized with the Department of Housing and Urban Development prior to receiving the funds.

Are funds available for home repairs?

Typically, the City partners with a non-profit organization that utilizes CDBG funding in order to provide a home repair program for residents. Eligibility is based on income. If interested in more information, please contact the Department of Community Development at 419.627.5847.

If I am part of a non-profit organization, how do I apply for CDBG funds?

The City is permitted to award a percentage of CDBG funds to eligible non-profit organizations that perform public service activities. The process is competitive and the City accepts applications for a limited time. Prospective sub-grantees may contact the department of community development or check the City's website for applications, posted in February of each year.

Where can I find additional information?

- 1. To view the Five-Year Capital Improvements Plan (CIP) please visit www.cityofsandusky.com.
- 2. To view the Annual Comprehensive Financial Report (ACFR) please visit https://www.cityofsandusky.com/departments/finance_department/finance.php.
- 3. To obtain a printed copy of the CIP report or view a more detailed version of the CIP spreadsheets, please contact the Department of Public Works at 419.627.5884 or esowecke@cityofsandusky.com.

FINANCIAL GOVERNANCE

State law requires the City of Sandusky to file basic financial statements with the State Auditor within 150 days of the last day of the year. The City's finance department completes this task by preparing the Annual Comprehensive Financial Report (ACFR) adhering to the standards of the Government Finance Officers Association of the United States and Canada (GFOA). The report is prepared according to the generally accepted accounting principles (GAAP).

According to the ACFR, Relevant Financial Policies:

The City of Sandusky has a responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the provision of services desired by the public. Sound financial policies are necessary to carry out that responsibility.

The City has established relevant financial policies for investments, capital assets, and the budget. The purpose of the investment policy is to provide for the complete safety of the portfolio's principal value, assure adequate liquidity, and earn a market rate of return. The investment policy is reviewed annually for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

The goal of the capital assets inventory system and policy is to provide control and accountability over the City's capital assets and to assist departments in gathering and maintaining information needed for the preparation of the annual financial statements. The City recognizes the importance of preserving the community's capital assets and to ensure that future needs are met.

Finally, the budget policy is designed to provide conceptual standards for financial decision-making, enhance consistency in financial decisions, and establish parameters for the administration to use in directing the day-to-day financial affairs of the City. One-time or special purpose revenues will be used to finance capital projects or for restricted expenditures and not to subsidize recurring personnel costs or other operating costs.

Ratings assigned on Moody's global rating scales are forward-looking opinions of credit risks of financial obligations. Currently, the City has an "A1" rating from Moody's Investors Service. A1 is an upper-medium-grade, indicating that the obligations of the City are subject to low credit risk.

FUND NUMBERS, CODES AND ABBREVIATIONS

These are the fund and organization codes currently tracked in the CIP:

110	General Fund
216	Street Fund, including revenue from License Plate "Permissive Fees"
217	State Highway Fund
218	Public Transit Fund
227	Parks & Recreation Fund
239	State Grants Fund
241	Federal Grants Fund
430/431	CIP Fund, including revenue from Issue 8, Metropolitan Planning Organization & Ohio Public Works Commission
432	Redevelopment Tax Increment Financing
612	Water Fund
613	Sewer Fund, including storm water
876	Oakland Cemetery Endowment

Some departments also apply for or automatically receive project-based funding through various grant and loan programs. When revenue is received from these sources, it is typically placed into a sub-fund within one of the funds listed above. Most projects are given a separate account number for tracking purposes. Grant monies specifically allocated for a particular project are placed within that sub-fund account.

Examples of outside funding sources include:

-	Community Development Block Grant (CDBG)	-	Ohio Public Works Commission (LTIP and SCIP)
-	Community Housing Improvements Program (CHIP)	-	Ohio Water Development Authority (OWDA)
-	Great Lakes Restoration Initiative (GLRI)	-	Water Supply Revolving Loan Account (WSRLA)
-	Coastal Management Assistance Grant (CMAG)	-	Water Pollution Control Loan Fund (WPCLF)
-	Surface Water Improvement Fund (SWIF)	-	Safe Streets for All (SS4A)
-	Transportation Improvement Program (TIP)	-	State Brownfields Programs
-	Surface Transportation Program (STP)	-	Federal Brownfields Programs
-	Safe Routes to Schools Program (SRTS)	-	Recreational Trails Program
-	Highway Planning and Construction	-	Clean Ohio Trails Fund

FUNDING SOURCES

The fund numbers and codes listed in the previous section are used by the City Department of Finance. Others, such as department heads, may track annual capital spending based on less technical factors. For example, historically, "431", was the code for the account for capital projects funded by income taxes. Now, projects coded "431" are funded by Issue 8. Because that campaign was meant to fund specific projects (i.e. blight elimination or neighborhood and street improvements), it is critical for the City to provide a clear breakdown of capital expenditures.

Here is a general list of annual spending based on funding sources, along with a description of each of the headings on the spreadsheet:

Capital	Five percent (5%) of income tax revenues are allocated to the CIP per Codified Ordinance Chapter 191.07.
CDBG	Community Development Block Grant (CDBG) dollars from the U.S Department of Housing & Urban Development. An annual plan is adopted each program year which outlines the goals the grant seeks to achieve.
EMS	Revenues generated from emergency medical/ambulance services, per Codified Ordinance Chapter 961, in excess of the first \$400,000, are allocated to this sub-account and are used for equipment and capital improvements related to the fire department, as well as for remediation and removal of unsafe structures as deemed necessary by the fire chief.
Grants	Federal and state grant dollars available for equipment and/or capital improvements.
Issue 8 – Capital	A portion of revenues generated from the income tax and admissions tax rate increases to be used on neighborhoods, planning, forestry, technology, park improvements, blight elimination, infrastructure and capital improvements.
Loans – Utility	Anticipated loans or notes that will be reimbursed by one of the two enterprise funds—sewer or water utilities. These will be transferred to debt service in future O&M budgets.
Loans – EMS	Anticipated loans, bonds or notes that will be reimbursed by the EMS Fund, such as ladder trucks and other vehicles. These will be transferred to debt service in future O&M budgets.
Loans – Capital	Anticipated loans, bonds or notes that will be reimbursed with Capital Fund dollars.
MPO	Grant dollars distributed from the Metropolitan Planning Organization which are typically federal dollars received via the Ohio Department of Transportation.

Parking & Admissions Tax

These funds are available due to the 8% admission & parking tax rate.

Private Funding

Revenues generated from donations or other private sources.

Public Financing

Revenues generated from publicly approved subsidies such as Tax Increment Financing (TIF) districts.

Sewer

Revenues generated from the operations of the sewer collection system within the City and for sewer service to Erie County. This includes Storm Sewer revenues from operations of the storm sewer management system within the City.

Street

Revenues from the state-levied and state-controlled gasoline and motor vehicle license fees remitted to the City by state formula and the \$5 license plate fee that the City is permitted to impose by Ohio law. The City has four separate \$5 license plate fees which were enacted in 1977, 1987, 1989 and 1992. These comprise a total of \$20 in licensing fees.

Stimulus

American Rescue Plan Act (ARPA) funds are fiscal relief funds provided by the federal government. **These funds** must be encumbered through 2024.

Transit

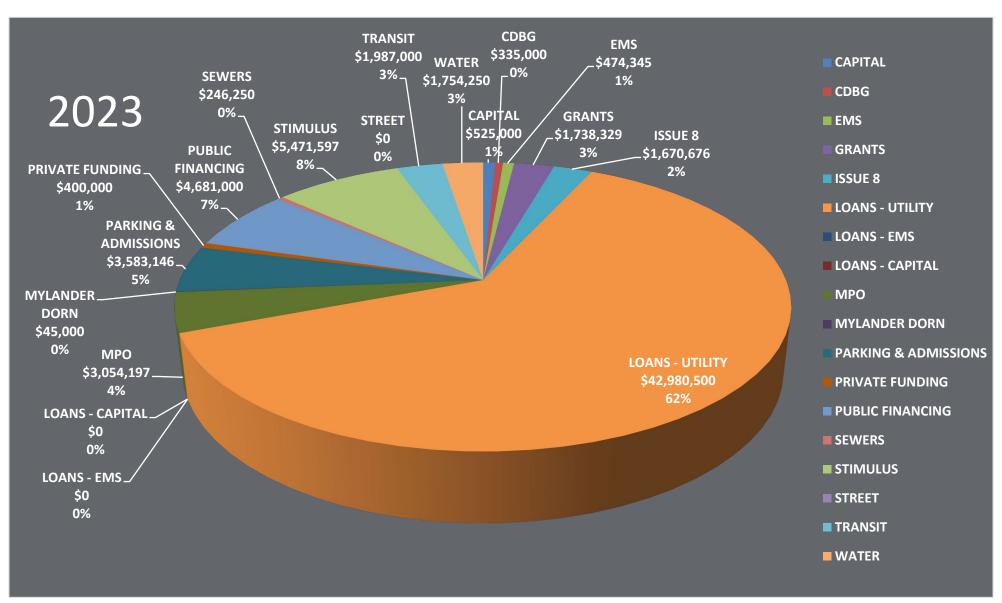
Revenues generated strictly for use by the Sandusky Transit System, such as fare boxes, federal grants, state grants, contractual obligations, etc.

Water

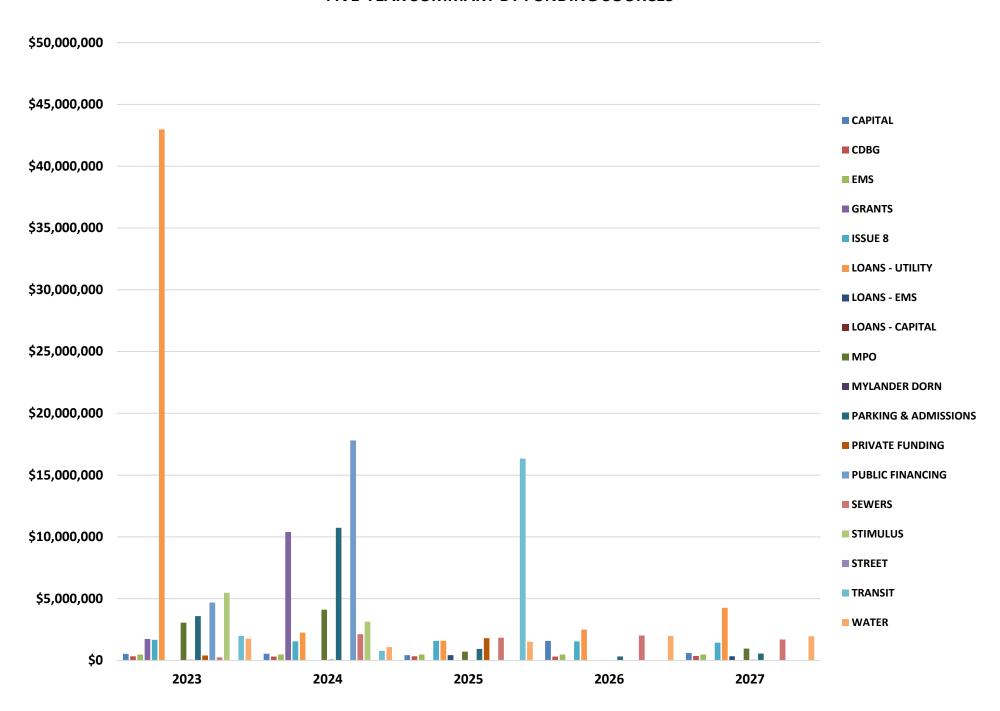
Revenues from the operations of the water distribution system within the City and for the sale of water to other bulk sources.

SUMMARY BY FUNDING SOURCES

						LOANS -		LOANS -		MYLANDER	PARKING &	PRIVATE	PUBLIC						
tΨ	CAPITAL	CDBG	EMS	GRANTS	ISSUE 8	UTILITY	LOANS - EMS	CAPITAL	MPO	DORN	ADMISSIONS	FUNDING	FINANCING	SEWERS	STIMULUS	STREET	TRANSIT	WATER	TOTAL
2023	\$525,000	\$335,000	\$474,345	\$1,738,329	\$1,670,676	\$42,980,500	\$0	\$0	\$3,054,197	\$45,000	\$3,583,146	\$400,000	\$4,681,000	\$246,250	\$5,471,597	\$0	\$1,987,000	\$1,754,250	\$68,946,290
2024	\$540,000	\$315,000	\$475,000	\$10,393,946	\$1,544,000	\$2,250,000	\$0	\$0	\$4,105,503	\$70,000	\$10,738,215	\$0	\$17,802,307	\$2,120,431	\$3,136,505	\$0	\$775,000	\$1,080,000	\$55,345,907
2025	\$425,000	\$335,000	\$475,000	\$0	\$1,580,000	\$1,598,116	\$425,000	\$0	\$709,661	\$0	\$926,871	\$1,800,000	\$0	\$1,843,615	\$0	\$0	\$16,325,000	\$1,510,000	\$27,953,263
2026	\$1,575,000	\$315,000	\$475,000	\$0	\$1,540,000	\$2,500,000	\$0	\$0	\$0	\$0	\$325,000	\$0	\$0	\$2,025,000	\$0	\$0	\$25,000	\$1,980,000	\$10,760,000
2027	\$600,000	\$365,000	\$475,000	\$0	\$1,440,000	\$4,265,000	\$330,000	\$0	\$961,933	\$50,000	\$550,000	\$0	\$0	\$1,691,933	\$0	\$0	\$25,000	\$1,960,000	\$12,713,866
Grand Total	\$3,665,000	\$1,665,000	\$2,374,345	\$12,132,275	\$7,774,676	\$53,593,616	\$755,000	\$0	\$8,831,294	\$165,000	\$16,123,232	\$2,200,000	\$22,483,307	\$7,927,229	\$8,608,102	\$0	\$19,137,000	\$8,284,250	\$175,719,326



FIVE-YEAR SUMMARY BY FUNDING SOURCES



PROJECT BY CATEGORY

To streamline the City's focus and allocate the appropriate dollar amount to each project, the CIP is divided into eight categories:

Neighborhoods Housing stock and neighborhood amenities and safety

Provisions Equipment, vehicles, facilities and safety

Recreation, Parks & PathwaysParks, multi-use paths, bayfront and shoreline

Sewer Wastewater treatment, storm and sanitary sewers and overflows

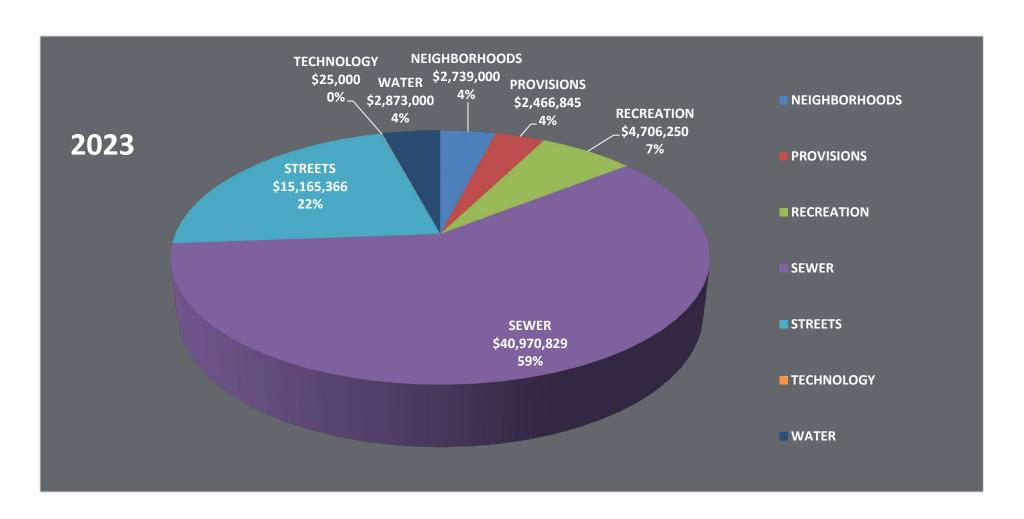
StreetsRoads, traffic, rights-of-way, forestry, parking, corridors, streetscapes, walkability, transit stops

Technology Hardware and software

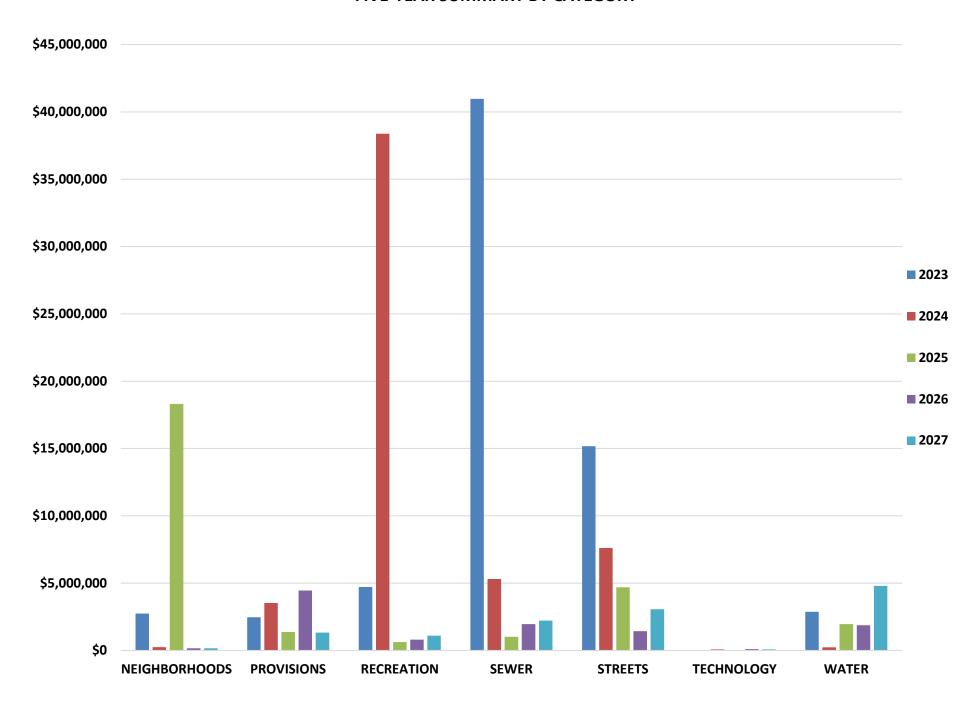
Water Maintain and improve water treatment, distribution and towers

SUMMARY BY CATEGORY

TOTALS	<u> </u>							
↑¥	NEIGHBORHOODS	PROVISIONS	RECREATION	SEWER	STREETS	TECHNOLOGY	WATER	Grand Total
2023	\$2,739,000	\$2,466,845	\$4,706,250	\$40,970,829	\$15,165,366	\$25,000	\$2,873,000	\$68,946,290
2024	\$244,000	\$3,520,000	\$38,381,253	\$5,300,000	\$7,605,654	\$70,000	\$225,000	\$55,345,907
2025	\$18,305,000	\$1,375,000	\$625,000	\$1,015,000	\$4,683,263	\$0	\$1,950,000	\$27,953,263
2026	\$155,000	\$4,455,000	\$800,000	\$1,950,000	\$1,425,000	\$100,000	\$1,875,000	\$10,760,000
2027	\$155,000	\$1,320,000	\$1,095,000	\$2,215,000	\$3,053,866	\$75,000	\$4,800,000	\$12,713,866
Grand Total	\$21,598,000	\$13,136,845	\$45,607,503	\$51,450,829	\$31,933,149	\$270,000	\$11,723,000	\$175,719,326



FIVE-YEAR SUMMARY BY CATEGORY



2023 CAPITAL PROJECTION FOR NEIGHBORHOODS

		PUBLIC			DISTRICT				
	DEVELOP-	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
1	MENT	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ NEIGHBORHOODS									
□ 2023									
2023 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Depot Expansion & Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000	\$0	\$95,000
Amtrak Facility Design	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,800,000	\$0	\$2,000,000
Hancock Street Corridor Plan	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
LED Light Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$18,000
Mobility Plan Development	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Public Art	\$212,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,000
Transit Shelters	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
Transit Vehide Bike Racks	\$0	\$0		\$0	\$0	\$0	\$33,000	\$0	\$33,000
Transit Waiting Environment Improvements	\$0	\$0		\$0	\$0	\$0	\$16,000	\$0	\$16,000
2023 Total	\$302,000	\$200,000	\$50,000	\$200,000	\$0	\$0	\$1,987,000	\$0	\$2,739,000
■ 2024			. ,		·	-			
2024 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$94,000	\$0		\$0	\$0	\$0	\$0	\$0	\$94,000
Strategic Plan Update	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$75,000
Transit Shelters	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
2024 Total	\$144,000	\$0		\$0	\$0	\$0	\$25,000	ŚO	\$244,000
= 2025			. ,	-	·	-			
2025 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Facility Construction & Inspection	\$0	\$0		\$1,800,000	\$0		\$16,200,000	SO SO	\$18,000,000
Comprehensive Plan Update	\$100,000	\$0		\$0	\$0	\$0	\$0	\$0	\$100,000
Public Art	\$80,000	\$0		\$0	\$0	\$0	\$0	\$0	\$80,000
Sustainability Plan	\$0	\$0		\$0	\$0	\$50,000	\$0	\$0	\$50,000
Transit Shelters	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
2025 Total	\$230,000	\$0		\$1,800,000	\$0	\$50,000	\$16,225,000	\$0	\$18,305,000
■ 2026								-	
2026 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
2026 Total	\$130,000	\$0		\$0	\$0	\$0	\$25,000	\$0	\$155,000
= 2027		-		•	·	•			
2027 Streetscape Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$80,000	\$0		\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
2027 Total	\$130,000	\$0		\$0	\$0	\$0	\$25,000	\$0	\$155,000
NEIGHBORHOODS Total	\$936,000	\$200,000		\$2,000,000	\$0	\$50,000	\$18,287,000	\$0	\$21,598,000
Grand Total	\$936,000	\$200,000		\$2,000,000	\$0	\$50,000	\$18,287,000	\$0	\$21,598,000

2023 CAPITAL PROJECTION FOR PROVISIONS

				PUBLIC			DISTRICT				
Ţ.	CARITAL	DEVELOP-	50.45	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC	CELLER	TDANIGIT	MATER	TOT41
PROVISIONS	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
= 2023											
Bldg. Mntc. Utility Truck, Code Enforcement	\$0	\$0	0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Cemetery Improvements - Chapel, Pole Barn & Road	\$0	\$0	0	\$0	. ,	\$0		\$0	\$0		\$150,000
Fire Station #7 Roof	\$0	\$0	0	\$0	. ,	\$0		\$0	\$0		\$90,000
Greenhouse Façade on both Buildings & Parking Lot	\$0	\$0	0	\$0		\$0		\$0	\$0		\$110,000
Grounds - Mower (Remaining portion)	\$0	\$0	0	\$0	. ,	\$0		\$0	\$0		\$40,000
Jet/Boeckling - Planning & Design	\$0	\$0	0	\$175,000	\$12,500	\$0	\$0	\$0	\$0	\$0	\$187,500
Parking lot paving (various) & HVAC Repairs	\$0	\$0	0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Salt Truck	\$0	\$0	0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Sewer - ToolCat	\$0	\$0	0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000
SFD - Fire Engine/Pumper	\$0	\$0	342,345	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$642,345
Shoreline Park - building improvements	\$0	\$0	0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
SPD Cruisers (6)	\$0	\$0	0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Street Roller	\$0	\$0	0	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0	\$35,000
2023 Total	\$0	\$0	474,345	\$175,000	\$1,737,500	\$0	\$0	\$80,000	\$0	\$0	\$2,466,845
■ 2024											
Jet/Boeckling - Construction	\$0	\$1,150,000	0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Jet/Boeckling - Planning & Design	\$0	\$150,000	0	\$0		\$0		\$0	\$0		\$150,000
Recreation, Forestry, Downtown Trucks	\$0	\$0	0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Sewer - 1-Ton Dump, Sweeper	\$0	\$0	0	\$0	\$0	\$0	\$0	\$450,000	\$0		\$450,000
SFD - Ambulance	\$0	\$0	330,000	\$0	-	\$0		\$0	\$0		\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	75,000	\$0	-	\$0		\$0	\$0		\$75,000
SFD - Suburban	\$0	\$0	0	\$0	+/	\$0		\$0	\$0		\$50,000
SPD Cruisers (3)	\$0	\$0	0	\$0	. ,	\$0	\$0	\$0	\$0		\$150,000
Transit - Alternate Fuel Vehicles	\$0	\$0	0	\$0	-	\$0		\$0	\$750,000		\$750,000
Water - 2-ton Dump	\$0	\$0	0	\$0	-	\$0		\$0	\$0	\$180,000	\$180,000
2024 Total	\$0	\$1,300,000	405,000	\$150,000	\$285,000	\$0	\$0	\$450,000	\$750,000	\$180,000	\$3,520,000
■ 2025											
Grounds - Tractor	\$0	\$0	0	\$0	. ,	\$0		\$0	\$0		\$80,000
Sewer - 4x4 Pick up, WPC Car	\$0	\$0	0	\$0		\$0		\$85,000	\$0		\$85,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	175,000	\$0	*-	\$0		\$0	\$0		\$175,000
SFD - Fire Engine/Pumper, Pick up	\$0	\$0	300,000	\$425,000	\$0	\$0	\$0	\$0	\$0		\$725,000
SPD Cruisers (3)	\$0	\$0	0	\$0	. ,	\$0		\$0	\$0		\$150,000
Transit - Alternate Fueling Station	\$0	\$0	0	\$0	-	\$0		\$0	\$100,000		\$100,000
Water - 4x4 pick up	\$0	\$0	0	\$0	*-	\$0		\$0	\$0		\$60,000
2025 Total	\$0	\$0	475,000	\$425,000	\$230,000	\$0	\$0	\$85,000	\$100,000	\$60,000	\$1,375,000

2023 CAPITAL PROJECTION FOR PROVISIONS (CONTINUED)

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
1 ₹	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■2026											
City Hall Purchase	\$1,000,000	\$0	0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$3,000,000
Sewer - Jet Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$475,000	\$0	\$0	\$475,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
SFD - Taurus	\$0	\$0	50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Street - Loader	\$0	\$0	0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$275,000
Water - ToolCat @ BIWW	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$80,000
2026 Total	\$1,000,000	\$0	475,000	\$0	\$425,000	\$0	\$0	\$1,475,000	\$0	\$1,080,000	\$4,455,000
■ 2027											
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	0	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
SFD - Ambulance	\$0	\$0	0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
SPD Cruisers (3)	\$0	\$0	0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Water - Utility Truck	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2027 Total	\$0	\$0	475,000	\$330,000	\$150,000	\$0	\$0	\$205,000	\$0	\$160,000	\$1,320,000
PROVISIONS Total	\$1,000,000	\$1,300,000	2,304,345	\$1,080,000	\$2,827,500	\$0	\$0	\$2,295,000	\$850,000	\$1,480,000	\$13,136,845
Grand Total	\$1,000,000	\$1,300,000	2,304,345	\$1,080,000	\$2,827,500	\$0	\$0	\$2,295,000	\$850,000	\$1,480,000	\$13,136,845

2023 CAPITAL PROJECTION FOR RECREATION, PARKS AND PATHWAYS

		PUBLIC			DISTRICT				
	DEVELOP-	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
T [®]		LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
RECREATION					7.11.11.11.11.11		772.072		
■2023									
Amvets Implementation (w/WWTP project)	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Improvements, Phase I	\$0	\$15,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$90,000
Jaycee Park South Shelter & Electric & Ballfields	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
MacArthur Park Design & Implemenation	\$0	\$0	\$1,700,250	\$0	\$0	\$0	\$0	\$0	\$1,700,250
Rec Center & Tennis Courts Preliminary Design/Plan	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$250,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$830,000	\$0	\$0	\$0	\$0	\$0	\$830,000
Shoreline Park - additional sidewalks	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Skate Park & Pump Track Construction	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
The Landing Permitting	\$0	\$0		\$0	\$281,000	\$0	\$0	\$0	\$481,000
2023 Total	\$0	\$60,000	\$4,365,250	\$0	\$281,000	\$0	\$0	\$0	\$4,706,250
■ 2024	·				. ,				. , , ,
Amvets Implementation (w/WWTP project)	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Golf Course Improvements, Phase II	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$100,000
Jaycee Park Improvements	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Rec Center & Tennis Court Const. & Insp.	\$0	, \$0		\$0	\$0	\$0	\$0	\$0	\$8,900,000
Rec Center & Tennis Court Detailed Design	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$850,000
Sandusky Bay Pathway	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$1,350,000
Sandusky Bay Pavilion Improvements	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$150,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$150,000
Shelby Street Boat Ramp & Bldg Improvements	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Shore Protection Projects	\$0	\$0		\$0	\$0	\$50,000	\$0	\$0	\$50,000
The Landing (Pipe Creek to Hemminger Ditch)	\$0	\$6,300,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$6,400,000
The Landing Park - Construction & Inspection	\$0	\$1,243,946		\$0	\$17,702,307	\$300,000	\$0	\$700,000	\$19,946,253
Washington Park Gazebo	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$7,613,946	\$11,915,000	\$0	\$17,802,307	\$350,000	\$0	\$700,000	\$38,381,253
■ 2025	·						·		
Boy with the Boot Improvements	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sandusky Bay Pathway	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$625,000	\$0	\$0	\$0	\$0	\$0	\$625,000
■2026							·		
Sandusky Bay Pathway	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$250,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2026 Total	\$0	\$0		\$0	\$0	\$50,000	\$0	\$0	\$800,000
■2027		•					·		
Dorn & Kiwanis Drainage	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Park Improvements	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$200,000
Huron to Jaycee Park - RR Acquisition	\$20,000	\$0		\$0	\$0	\$0	\$0	\$0	\$50,000
Sandusky Bay Pathway	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$500,000
Sandusky Bay Pavilion Improvements	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shore Protection Projects	\$0	\$0		\$0	\$0	\$50,000	\$0	\$0	\$50,000
2027 Total	\$20,000	\$50,000		\$0	\$0	\$50,000	\$0	\$0	\$1,095,000
RECREATION Total	\$20,000	\$7,723,946		\$0	\$18,083,307	\$450,000	\$0	\$700,000	\$45,607,503
Grand Total	\$20,000	\$7,723,946		\$0	\$18,083,307	\$450,000	\$0	\$700,000	\$45,607,503

2023 CAPITAL PROJECTION FOR SEWER

		PUBLIC			DISTRICT				
	DEVELOP-	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
t [▼]	MENT	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ SEWER									
□ 2023									
Bardshar Storm Sewer	\$0	\$0	T -	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Causeway Wetlands Design, Phase 2	\$0	\$835,829	\$0	\$0	\$0	\$0	\$0	\$0	\$835,829
Mills St. High Rate Treatment - Final Design & Const	\$0	\$34,955,000	\$45,000	\$0	\$0	\$0	\$0	\$0	\$35,000,000
Monroe Street Storm (Decatur - Central)	\$0	\$0	1.0	\$0	\$0	\$110,000	\$0	\$0	\$110,000
UV System Replacement	\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
2023 Total	\$0	\$40,790,829	\$45,000	\$0	\$0	\$135,000	\$0	\$0	\$40,970,829
2024									
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Causeway Wetlands Construction, Phase 2	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Monroe St Outfall (Broadway to Mills Creek)	\$0	\$0		\$0	\$0	\$350,000	\$0	\$0	\$350,000
Sewer/Water Facility & Equipment Improvements	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
2024 Total	\$0	\$4,750,000	\$0	\$0	\$0	\$550,000	\$0	\$0	\$5,300,000
2025									
2025 Slip Lining	\$0	\$0		\$0	\$0	\$450,000	\$0	\$0	\$450,000
Camp Street Relief Sewer Design	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
SCADA at Lift Stations & WWTP	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2025 Total	\$0	\$165,000	\$0	\$0	\$0	\$850,000	\$0	\$0	\$1,015,000
=2026									
2026 Slip Lining	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Class A Sludge/Centrifuge Construction	\$0	\$1,500,000		\$0	\$0	\$0	\$0	\$0	\$1,500,000
Combo. (C.bus -Wayne)	\$0	\$0		\$0	\$0	\$150,000	\$0	\$0	\$150,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
2026 Total	\$0	\$1,500,000	\$0	\$0	\$0	\$450,000	\$0	\$0	\$1,950,000
2027									
2027 Slip Lining	\$0	\$0		\$0	\$0	\$200,000	\$0	\$0	\$200,000
Camp Street Relief Sewer Construction	\$0	\$1,265,000		\$0	\$0	\$0	\$0	\$0	\$1,265,000
Farwell Grinders	\$0	\$0		\$0	\$0	\$150,000	\$0	\$0	\$150,000
Storm Water/Green Infrastructure	\$0	\$0		\$0	\$0	\$50,000	\$0	\$0	\$50,000
Vine (Tyler -End)	\$0	\$0		\$0	\$0	\$200,000	\$0	\$0	\$200,000
WWTP Security	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2027 Total	\$0	\$1,265,000	\$0	\$0	\$0	\$950,000	\$0	\$0	\$2,215,000
SEWER Total	\$0	\$48,470,829	\$45,000	\$0	\$0	\$2,935,000	\$0	\$0	\$51,450,829
Grand Total	\$0	\$48,470,829	\$45,000	\$0	\$0	\$2,935,000	\$0	\$0	\$51,450,829

2023 CAPITAL PROJECTION FOR STREETS

		PUBLIC			DISTRICT				
	DEVELOP-	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
<u>t</u>	MENT	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ STREETS		-							
2023									
2023 Local & CDBG Street Resurfacing	\$0	\$0	\$990,000	\$0	\$0	\$0	\$0	\$0	\$990,00
2023 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Butler Street - Design	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Butler Street - Reconstruction & Inspection	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,00
Cleveland Road Safety Improvements - Acquisition	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,60
Columbus Ave Streetscape - Construction & Inspection	\$0	\$380,000	\$0	\$200,000	\$4,400,000	\$0	\$0	\$0	\$4,980,00
East Cleveland Road (S) Pedestrian Improvements	\$0	\$0	\$139,757	\$0	\$0	\$0	\$0	\$0	\$139,75
East Monroe (Decatur-Meigs) - Construction	\$0	\$615,308	\$153,827	\$0	\$0	\$0	\$0	\$0	\$769,13
East Monroe (Decatur-Meigs) - Inspection	\$ 0	\$0	\$76,996	\$0	\$0	\$0	\$0	\$0	\$76,99
East Perkins - Design	\$0	\$80,182	\$21,314	\$0	\$0	\$0	\$0	\$0	\$101,49
East Water Street - Construction	\$0	\$474,477	\$412,118	\$0	\$0	\$0	\$0	\$0	\$886,59
East Water Street - Inspection	\$0	\$0	\$99,999	\$0	\$0	\$0	\$0	\$0	\$99,99
Hayes Corridor Safety Improvements - Construction	\$0	\$728,460	\$80,940	\$0	\$0	\$0	\$0	\$0	\$809,40
Hayes Corridor Safety Improvements - Inspection	\$0	\$0	\$80,912	\$0	\$0	\$0	\$0	\$0	\$80,91
Underpass Lighting & Wall Painting	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,00
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,00
Warren Street & Trail (N) Construction	\$0	\$2,033,000	\$1,136,476	\$0	\$0	\$0	\$0	\$0	\$3,169,47
2023 Total	\$0	\$5,467,197	\$5,073,169	\$200,000	\$4,400,000	\$25,000	\$0	\$0	\$15,165,36
= 2024									
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$1,253,384	\$0	\$0	\$0	\$0	\$0	\$1,253,38
2024 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,00
Cleveland Road Safety Improvements - Construction	\$0	\$3,135,410	\$125,375	\$0	\$0	\$640,200	\$0	\$0	\$3,900,98
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,00
Meadowood/Foxborough Sidewalks	\$0	\$120,413	\$72,840	\$0	\$0	\$0	\$0	\$0	\$193,25
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,00
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,00
US-6 Urban Paving (Venice through Fremont)	\$0	\$1,024,680	\$448,121	\$0	\$0	\$0	\$0	\$0	\$1,472,80
West Monroe (Decatur - Camp) - Design	\$0	\$0	\$0	\$0	\$0	\$105,231	\$0	\$0	\$105,23
2024 Total	\$0	\$4,280,503	\$2,554,720	\$0	\$0	\$770,431	\$0	\$0	\$7,605,65
■2025				-	-		•		
2025 Local & CDBG Street Resurfacing	\$0	\$0	\$712,654	\$0	\$0	\$0	\$0	\$0	\$712,65
2025 Sidewalk Program	, \$0	÷0	\$105,000	\$0	\$0	\$0	÷0	\$0	\$105,00
East Cleveland Road (S) Pedestrian Improvements	, \$0	÷0		\$0	\$0	\$0	\$0	\$0	\$576,87
East Perkins - Construction	\$0	\$1,301,954		\$0	\$0	\$0	\$0	\$0	\$1,400,00
Surface Seal and Microsurface	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$75,00
Urban Forest Improvements	\$0	÷0		\$0	\$0	\$25,000	\$0	\$0	\$100,00
West Monroe (Broadway - Camp) - Construction	\$0	\$340,823		\$0	\$0	\$833,615	\$0	\$0	\$1,713,73
2025 Total	\$0	\$1,642,777		\$0	\$ 0	\$858,615	\$0	\$0	\$4,683,26

2023 CAPITAL PROJECTION FOR STREETS (CONTINUED)

		PUBLIC			DISTRICT				
_	DEVELOP-		MAJOR INFRA-	PRIVATE	PUBLIC				
1"	MENT	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
= 2026									
2026 Local & CDBG Street Resurfacing	\$0	\$0	\$1,170,000	\$0	\$0	\$0	\$0	\$0	\$1,170,000
2026 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Surface Seal and Microsurface	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
2026 Total	\$0	\$0	\$1,400,000	\$0	\$0	\$25,000	\$0	\$0	\$1,425,000
□ 2027									
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$1,050,000	\$0	\$0	\$0	\$0	\$0	\$1,050,000
2027 Sidewalk Program	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Superior Street Rehabilitation	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Urban Forest Improvements	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
West Monroe (Decatur - Camp) - Construction	\$0	\$461,933	\$0	\$0	\$0	\$461,933	\$0	\$0	\$923,866
2027 Total	\$0	\$961,933	\$1,605,000	\$0	\$0	\$486,933	\$0	\$0	\$3,053,866
STREETS Total	\$0	\$12,352,410	\$12,814,760	\$200,000	\$4,400,000	\$2,165,979	\$0	\$0	\$31,933,149
Grand Total	\$0	\$12,352,410	\$12,814,760	\$200,000	\$4,400,000	\$2,165,979	\$0	\$0	\$31,933,149

2023 CAPITAL PROJECTION FOR TECHNOLOGY

Two transfers of the state of t	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ TECHNOLOGY	C/11 11/12	1012101	2.11.5	2071110	SINGUIGNE	101101110	71111111111	J2772II	110 111011		701712
■ 2023											
City Video Security	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
2023 Total	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
■ 2024											
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
2024 Total	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
■ 2026											
10GB Switches	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
2026 Total	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
■ 2027											
SPD - Server	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
2027 Total	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
TECHNOLOGY Total	\$75,000	\$0	\$70,000	\$0	\$62,500	\$0	\$0	\$31,250	\$0	\$31,250	\$270,000
Grand Total	\$75,000	\$0	\$70,000	\$0	\$62,500	\$0	\$0	\$31,250	\$0	\$31,250	\$270,000

2023 CAPITAL PROJECTION FOR WATER

		PUBLIC			DISTRICT				
	DEVELOP-	GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
T ₁	MENT	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■WATER	IVILIVI	LUANS	SINUCIUNE	FONDING	FINANCING	3L VVLN	TRANSII	WAILK	TOTAL
=2023									
2023 Lead Line Replacement	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
BIWW Backup Generator & Controls	\$0	\$1,100,000		\$0	\$0	\$0	\$0	\$0 \$0	\$1,100,000
BIWW Network Project - Fiber & Switches	\$0	\$0		\$0	\$0	\$0	\$0	\$200,000	\$200,000
Cleveland Road Water Main (@ Roundabout)	\$0	\$0 \$0		\$0	\$0	\$0	\$0	\$358,000	\$358,000
Distribution Building	\$0	\$0		\$0	\$0	\$0	\$0	\$700,000	\$700,000
East Perkins Ave Water Line Design	\$0	\$0		\$0	\$0	\$0	\$0	\$90,000	\$90,000
Mills & Follett Tank - venting, nozzles, inside painting	\$0	\$0		\$0	\$0	\$0	\$0	\$250,000	\$250,000
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0		\$0	\$0	\$0	\$0	\$150,000	\$150,000
2023 Total	\$0	\$1,125,000		\$0	\$0	\$0	\$0	\$1,748,000	\$2,873,000
■ 2024	Ç	\$1,123,000	Ç	ŢŪ.	ÇÜ	70	Ç	\$1,170,000	\$2,673,000
2024 Lead Line Replacement	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
SCADA Improvements @ BIWW	\$0	\$0		\$0	\$0	\$0	\$0	\$200,000	\$200,000
2024 Total	\$0	\$25,000		\$0	\$0	śo	\$0	\$200,000	\$225,000
■2025			·		·	-	·	. ,	· /
2025 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Chemical Storage Tank Replacements (fluoride)	\$0	\$0		\$0	\$0	\$0	\$0	\$75,000	\$75,000
Filter Media Replacement & 36 Actuators (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Pipe & Rhode - Design (a)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000
Sheldon's Marsh Intake Improvements - Constr.	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Water Plant Asphalt Repairs (w/ street resurfacing)	\$0	\$0		\$0	\$0	\$0	\$0	\$200,000	\$200,000
2025 Total	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$1,450,000	\$1,950,000
■ 2026				_		-			
2026 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Doors for Chemical Building (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Pipe/Rohde - Construction (a)	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
SCADA Software Upgrades & Maintenance Contract	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	\$500,000
2026 Total	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$875,000	\$1,875,000
■2027				_		-		-	
2027 Lead Line Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
BIWW Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Causeway Water Main Lining (~2 miles) (c)	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Loops under RR (6 locations) (b)	\$0	\$0		\$0	\$0	\$0	\$0	\$600,000	\$600,000
Replacement of Miscellaneous 4" Mains (d)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Underground tank repairs (6)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
2027 Total	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$4,800,000
WATER Total	\$0	\$5,650,000	\$0	\$0	\$0	\$0	\$0	\$6,073,000	\$11,723,000
Grand Total	\$0	\$5,650,000		\$0	\$0	\$0	\$0	\$6,073,000	\$11,723,000

CONTRIBUTORS BY DEPARTMENT

ADMINISTRATION

The **Sandusky City Commission** approves the annual budget, including dollars available for capital projects.



Richard Brady

President



Dennis Murray, Jr.
Vice President



Blake Harris



Mike Meinzer



Steve Poggiali



Wes Poole



Dave Waddington

To connect with members of the City Commission, please contact:

Commission Clerk, Cathy Myers

419.627.5850

commission clerk @city of sandusky.com

The **City Manager** is responsible for managing the city's overall budget, including capital improvements. The manager evaluates each potential capital project and determines which projects to prioritize in the Capital Improvement Plan (CIP) for each forthcoming year. Final budget recommendations are made to the Sandusky City Commission for formal approval.

For further details regarding the process used to determine CIP projects, please see the Frequently Asked Questions (FAQs) section of this document.

To connect with the City Manager, please contact:

City Manager's office 419.627.5844

Interim City Manager, John Orzech jorzech@cityofsandusky.com
Executive Assistant, Leslie Mesenburg lmesenburg@cityofsandusky.com

The **Department of Finance** assists City commissioners and each department in the preparation of the annual budget. Because this department is responsible for collecting, spending, investing, managing and protecting all City money, as well as overseeing records, receipts, assets, liabilities and taxes, the director of finance

evaluates financing options and funding plans for capital improvements. The department of finance also assists with coding of accounts and creating new sub-accounts to be used for capital projects.

To connect with the Department of Finance, please contact:

Director, Michelle Reeder 419.627.5776

mreeder@cityofsandusky.com

The **Department of Information Technology (IT)** is responsible for projects within the IT department, as well as assisting with all technology-related projects throughout the city, including the Geographic Information System (GIS).

To connect with the Department of Information Technology (IT), please contact:

IT Manager, Cody Browning 419.627.5969

cbrowning@cityofsandusky.com

The **Department of Human Resources** is responsible for all personnel issues throughout the City, including hiring, conducting union negotiations, maintaining personnel files and managing insurance benefits, worker's compensation and leaves of absence, as well as many other aspects of daily operations.

To connect with the Department of Human Resources, please contact:

Connie Nicholson 419.627.5968, cnicholson@cityofsandusky.com Erica Taylor 419.627.5885, etaylor@cityofsandusky.com

The **Department of Law** functions as legal counsel for City commissioners and the city manager, as well as all departmental City staff, boards and advisory committees, in all matters relating to consistency with the City Charter, the Ohio Revised Code and other laws and negotiations. Contract documents are created and maintained by the law department for the CIP and the law director manages all ordinances to be reviewed and approved by the Sandusky City Commission.

To connect with the Department of Law, please contact:

Department of Law office: 419.627.5852

Director, Brendan Heil bheil@cityofsandusky.com
Legal Administrative Specialist, Paige Doster pdoster@cityofsandusky.com

2023 CAPITAL PROJECTION FOR ADMINISTRATION

		DEVELOP-		PUBLIC GRANTS &	MAJOR INFRA-	PRIVATE	DISTRICT PUBLIC				
T ₁	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2023	CALITAL	IVILIA	LIVIS	LOANS	SINGETONE	TONDING	THEATTCHE	SEVVER	TIVATOTI	WAILK	TOTAL
Bldg. Mntc. Utility Truck, Code Enforcement	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
City Video Security	\$0	\$0	\$0	\$0	\$12,500	\$0	\$0	\$6,250	\$0	\$6,250	\$25,000
2023 Total	\$0	\$0	\$0	\$0	\$122,500	\$0	\$0	\$6,250	\$0	\$6,250	\$135,000
■ 2024											
Strategic Plan Update	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2024 Total	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
■ 2026											
10GB Switches	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$25,000	\$0	\$25,000	\$100,000
City Hall Purchase	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$3,000,000
2026 Total	\$1,000,000	\$0	\$0	\$0	\$50,000	\$0	\$0	\$1,025,000	\$0	\$1,025,000	\$3,100,000
Grand Total	\$1,000,000	\$0	\$0	\$0	\$247,500	\$0	\$0	\$1,031,250	\$0	\$1,031,250	\$3,310,000

COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

This department houses divisions associated with planning, zoning code enforcement, building, housing and economic development, and administers the Community Development Block Grant (CDBG) in coordination with other departments, as well as the Community Development Capital Projects fund and Economic Development Capital Projects fund, that are partially funded by Issue 8 revenue. Other common funding sources are CHIP, Issue 8 Blight, Issue 8 Economic Development, rental registration, administrative penalty fees and permit revenues. The department also applies for various grants for special projects.

The **Community Development** division manages the City Land Bank, property acquisition, various improvement districts, economic incentive programs and loan programs, while working closely with entrepreneurs and business owners looking to locate potential sites in the City. The **Planning and Zoning** division is responsible for developing planning documents and master plans for neighborhoods, parks and bikeways, as well as managing residential demolition, environmental assessment projects and city-wide zoning.

The **Sandusky Transit System (STS)** is housed in the Department of Community Development but has its own designation in the CIP because it serves a function independent of other projects. STS operates a Dial-A-Ride service providing curb-to-curb, advance reservation and shared-ride transportation service within Erie County. STS also operates a fixed route SPARC system, providing service from over 60 stop locations within the City of Sandusky, and most of Perkins Township.

To connect with these various divisions, please contact:

Community Development main office
Administrative Assistant, Quinn Rambo
Director, Jonathan Holody
Chief Planner, Arin Blair
Chief Neighborhood Development Officer, Colleen Gilson

419.627.5891 qrambo@cityofsandusky.com jholody@cityofsandusky.com ablair@cityofsandusky.com cgilson@cityofsandusky.com



To connect with the STS, please contact:

Sandusky Amtrak Station Transit Administrator, James Stacey (419) 627-0740 (419) 621-8462 jstacey@cityofsandusky.com

2023 CAPITAL PROJECTION FOR COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
T f	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2023											
2023 Streetscape Improvements	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Depot Expansion & Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000	\$0	\$95,000
Amtrak Facility Design	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,800,000	\$0	\$2,000,000
Hancock Street Corridor Plan	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
LED Light Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$18,000
Public Art	\$0	\$212,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
Transit Vehicle Bike Racks	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$33,000	\$0	\$33,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$16,000
2023 Total	\$0	\$302,000	\$0	\$0	\$0	\$200,000	\$0	\$0	\$1,987,000	\$0	\$2,489,000
= 2024											
2024 Streetscape Improvements	\$0	\$50,000	\$0	\$0		\$0		\$0	\$0	\$0	\$50,000
Public Art	\$0	\$94,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$94,000
Transit - Alternate Fuel Vehicles	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$750,000	\$0	\$750,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2024 Total	\$0	\$144,000	\$0	\$0	\$0	\$0	\$0	\$0	\$775,000	\$0	\$919,000
■ 2025											
2025 Streetscape Improvements	\$0	\$50,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$50,000
Amtrak Facility Construction & Inspection	\$0	\$0	\$0	\$0		\$1,800,000	\$0	\$0	\$16,200,000	\$0	\$18,000,000
Comprehensive Plan Update	\$0	\$100,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$100,000
Public Art	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit - Alternate Fueling Station	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$100,000	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2025 Total	\$0	\$230,000	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$16,325,000	\$0	\$18,355,000
■ 2026											
2026 Streetscape Improvements	\$0	\$50,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$0	\$80,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$25,000
2026 Total	\$0	\$130,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$155,000
■ 2027											
2027 Streetscape Improvements	\$0	\$50,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$50,000
Huron to Jaycee Park - RR Acquisition	\$0	\$20,000	\$0	\$0	+/	\$0	\$0	\$0	\$0	\$0	\$50,000
Public Art	\$0	\$80,000	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000
2027 Total	\$0	\$150,000	\$0	\$0		\$0	\$0	\$0	\$25,000	\$0	\$205,000
Grand Total	\$0	\$956,000	\$0	\$0	\$30,000	\$2,000,000	\$0	\$0	\$19,137,000	\$0	\$22,123,000

FIRE DEPARTMENT

The Sandusky Fire Department (SFD), proudly serving over 25,000 permanent residents within 14.7 square miles, is the largest fire department in Erie County. SFD is a full service fire department providing fire, Advanced Life Support (ALS), Basic Life Support (BLS) and Technical Rescue. Several staff technicians also support the Countywide Hazardous Materials Team. Capital improvements requested by the fire department are typically for equipment, safety, rescue, vehicles and building improvements. When purchases cannot be paid for from the Emergency Management System (EMS) Fund, they are typically included in the Operation and Maintenance (O&M) budget as normal operating expenses.



To connect with the SFD, please contact:

Central Fire Station Chief, Mario D'Amico Administrative Assistant, Diane Mulvin 419.627.5822 mdamico@cityofsandusky.com dmulvin@cityofsandusky.com

2023 CAPITAL PROJECTION FOR FIRE

Į.	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2023	CALITAL	IVILIEI	LIVIS	LOARS	STRUCTURE	TONDING	THATCHE	SEVER	TIGATOTT	WAILK	TOTAL
Fire Station #7 Roof	\$0	\$0	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$132,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,000
SFD - Fire Engine/Pumper	\$0	\$0	\$342,345	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$642,345
2023 Total	\$0	\$0	\$474,345	\$0	\$390,000	\$0	\$0	\$0	\$0	\$0	\$864,345
≡ 2024											
SFD - Ambulance	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
SFD - Server	\$0	\$0	\$70,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
SFD - Suburban	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
2024 Total	\$0	\$0	\$475,000	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$525,000
■ 2025											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
SFD - Fire Engine/Pumper, Pick up	\$0	\$0	\$300,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
2025 Total	\$0	\$0	\$475,000	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$900,000
■ 2026											
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
SFD - Taurus	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
2026 Total	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
■ 2027											
SFD - Ambulance	\$0	\$0	\$0	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$330,000
SFD - Bldgs, Equipment, Imaging, Radios and Gear	\$0	\$0	\$475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475,000
2027 Total	\$0	\$0	\$475,000	\$330,000	\$0	\$0	\$0	\$0	\$0	\$0	\$805,000
Grand Total	\$0	\$0	\$2,374,345	\$755,000	\$440,000	\$0	\$0	\$0	\$0	\$0	\$3,569,345

POLICE DEPARTMENT

The Sandusky Police Department (SPD) strives to improve the quality of life in the City of Sandusky by addressing the concerns of our citizens.

In addition to traditional law enforcement tactics, the SPD focuses on building trust and reducing crime through extensive trainings and special programs, such as community policing and the drug tip line.

In addition, they are looking at innovative ways to use various data to develop proactive strategies for policing. For example, they use the number of reported gunshot calls received to identify target enforcement areas.



To connect with the SPD, please contact:

SPD main office 419.627.5870
Chief, Jared Oliver joliver@cityofsandusky.com
Executive Assistant, Eva Olcott eolcott@cityofsandusky.com

2023 CAPITAL PROJECTION FOR POLICE

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
ĵ ¥	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
SPD Cruisers (6)	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2023 Total	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
2024											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2024 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
■ 2025											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2025 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
■2026											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2026 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
■ 2027											
SPD - Server	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2027 Total	\$75,000	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$225,000
Grand Total	\$75,000	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,075,000

PARKS, DOWNTOWN, WATERFRONT AND PUBLIC REALM

Sandusky Rec plans, develops and implements most of the activities in the city parks while managing and operating Mills Creek Golf Course, Paper District Marina and Shelby Street Boat Ramp and coordinating publicly and privately-operated special events on city properties and downtown.

To connect with Sandusky Rec, please contact:

Sandusky Rec main office 419.627.5895

Superintendent, Jason Werling jwerling@cityofsandusky.com
Administrative Assistant, Linda Carroll lcarroll@cityofsandusky.com

2023 CAPITAL PROJECTION FOR PARKS, DOWNTOWN, WATERFRONT AND PUBLIC REALM

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
<u>1</u> T	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2023											
Golf Course Improvements, Phase I	\$0	\$0	\$0		\$75,000	\$0	\$0	\$0	\$0	\$0	\$90,000
Greenhouse Façade on both Buildings & Parking Lot	\$0	\$0	\$0		. ,	\$0	\$0	\$0	\$0	\$0	\$110,000
Grounds - Mower (Remaining portion)	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Jaycee Park South Shelter & Electric & Ballfields	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$45,000
Rec Center & Tennis Courts Preliminary Design/Plan	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Shoreline Park - building improvements	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Skate Park & Pump Track Construction	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
2023 Total	\$0	\$0	\$0	\$60,000	\$1,515,000	\$0	\$0	\$0	\$0	\$0	\$1,575,000
■ 2024											
Golf Course Improvements, Phase II	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Jaycee Park Improvements	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Rec Center & Tennis Court Detailed Design	\$0	\$0	\$0	\$0	\$850,000	\$0	\$0	\$0	\$0	\$0	\$850,000
Recreation, Forestry, Downtown Trucks	\$0	\$0	\$0	\$0	\$85,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Shelby Street Boat Ramp & Bldg Improvements	\$0	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Washington Park Gazebo	\$0	\$0	\$0	\$55,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2024 Total	\$0	\$0	\$0	\$70,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$1,420,000
■ 202 5											
Boy with the Boot Improvements	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Grounds - Tractor	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$0	\$205,000	\$0	\$0	\$0	\$0	\$0	\$205,000
■ 2026											
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2026 Total	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
■ 2027											
Dorn & Kiwanis Drainage	\$0	\$0	\$0	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Farwell Park Improvements	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Sandusky Bay Pavilion Improvements	\$0	\$0	\$0	\$50,000	\$200,000	\$0	\$0	\$0	\$0	\$0	\$250,000
2027 Total	\$0	\$0	\$0	\$50,000	\$445,000	\$0	\$0	\$0	\$0	\$0	\$495,000
Grand Total	\$0	\$0	\$0	\$180,000	\$3,765,000	\$0	\$0	\$0	\$0	\$0	\$3,945,000

PUBLIC WORKS (ENGINEERING, SEWER, WATER, STREETS, MAJOR PROJECTS)

The **Department of Public Works** includes all matters related to engineering, sewer, water, streets, traffic, forestry and cemetery.

The **Engineering** division is responsible for design and construction of CIP projects on public and city-owned property, such as the water and wastewater treatment plants, sewers, water lines and towers, roads, sidewalks, multi-use trails, parking lots, shorelines and municipal buildings. While managed in-house, most projects involve teamwork between City staff and external design firms and construction contractors that are chosen for each project through a public bidding process. In recent years, Public Works has been awarded several grants and loans in order to perform a growing number of improvements throughout the city.

The **Streets and Utilities** division provides local residents and industry with essential day-to-day services. The division oversees operation and maintenance of forestry, Oakland Cemetery and streets, as well as traffic and water distribution and sewer collection systems. The division also supports other departments in response to emergency situations like flooding, inclement weather and main breaks, and manages seasonal programs for city-wide clean-up, snow removal and leaf collection.

The Wastewater Treatment division includes management of around-the-clock operations and laboratory testing at the wastewater treatment plant (WWTP).

The Water Treatment division includes management of around-the-clock operations and laboratory testing at Big Island Water Works (BIWW) filtration plant.

In addition to grants and loans, revenue for Public Works projects is generated from Issue 8 Infrastructure, CDBG, Capital Infrastructure Fund, as well as utility rates for sewer, water and stormwater.

To connect with the Department of Public Works, please contact:

Public Works main office
Director, Aaron Klein
Project Manager, Megan Stookey

419.627.5829 aklein@cityofsandusky.com mstookey@cityofsandusky.com

2023 CAPITAL PROJECTION FOR PUBLIC WORKS

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
T ₁	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
2023 Lead Line Replacement	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
2023 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$990,000	\$0	\$0	\$0	\$0	\$0	\$990,000
2023 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Bardshar Storm Sewer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
BIWW Backup Generator & Controls	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000
BIWW Network Project - Fiber & Switches	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Butler Street - Design	\$0	\$0	\$0	\$0	\$140,000	\$0	\$0	\$0	\$0	\$0	\$140,000
Butler Street - Reconstruction & Inspection	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Causeway Wetlands Design, Phase 2	\$0	\$0	\$0	\$835,829	\$0	\$0	\$0	\$0	\$0	\$0	\$835,829
Cemetery Improvements - Chapel, Pole Barn & Road	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Cleveland Road Safety Improvements - Acquisition	\$0	\$0	\$0	\$1,155,770	\$60,830	\$0	\$0	\$0	\$0	\$0	\$1,216,600
Cleveland Road Water Main (@ Roundabout)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358,000	\$358,000
Columbus Ave Streetscape - Construction & Inspection	\$0	\$0	\$0	\$380,000	\$0	\$200,000	\$4,400,000	\$0	\$0	\$0	\$4,980,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700,000	\$700,000
East Cleveland Road (S) Pedestrian Improvements	\$0	\$0	\$0	\$0	\$139,757	\$0	\$0	\$0	\$0	\$0	\$139,757
East Monroe (Decatur-Meigs) - Construction	\$0	\$0	\$0	\$615,308	\$153,827	\$0	\$0	So	\$0	\$0	\$769,135
East Monroe (Decatur-Meigs) - Inspection	\$0	\$0	\$0	\$0	\$76,996	\$0	\$0	So	\$0	\$0	\$76,996
East Perkins - Design	\$0	\$0	\$0	\$80,182	\$21,314	\$0	\$0	So	\$0	\$0	\$101,496
East Perkins Ave Water Line Design	\$0	SO	\$0	\$0	\$0	\$0	\$0	So	\$0	\$90,000	\$90,000
East Water Street - Construction	\$0	\$0	\$0	\$474,477	\$412,118	\$0	\$0	So	\$0	\$0	\$886,595
East Water Street - Inspection	\$0	\$0	\$0	\$0	\$99,999	\$0	\$0	So	\$0	\$0	\$99,999
Hayes Corridor Safety Improvements - Construction	\$0	\$0	\$0	\$728,460	\$80,940	\$0	\$0	So	\$0	\$0	\$809,400
Hayes Corridor Safety Improvements - Inspection	\$0	\$0	\$0	\$0	\$80,912	\$0	\$0	So	\$0	\$0	\$80,912
Jet/Boeckling - Planning & Design	\$0	\$0	\$0	\$175,000	\$12,500	\$0	\$0	So	\$0	\$0	\$187,500
MacArthur Park Design & Implemenation	\$0	\$0	\$0	\$0	\$1,700,250	SO	\$0	So	\$0	\$0	\$1,700,250
Mills & Follett Tank - venting, nozzles, inside painting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	SO	\$0	\$250,000	\$250,000
Mills St. High Rate Treatment - Final Design & Const	\$0	\$0	\$0	\$34,955,000	\$45,000	\$0	\$0	So	\$0	\$0	\$35,000,000
Mobility Plan Development	\$0	\$0	\$0	\$200,000	\$50,000	\$0	\$0	SO	\$0	\$0	\$250,000
Monroe Street Storm (Decatur - Central)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,000	\$0	\$0	\$110,000
Parking lot paving (various)	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	SO	\$0	\$0	\$100,000
Salt Truck	\$0	\$0	\$0	\$0	\$250,000	SO	\$0	SO	\$0	\$0	\$250,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$0	\$0	\$830,000	\$0	\$0	\$0	\$0	\$0	\$830,000
Service Center HVAC Repairs	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Sewer - ToolCat	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Sheldon's Marsh Intake & BIWW Capacity - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Shoreline Park - additional sidewalks	\$0	\$0	\$0	\$0	\$60,000	50	\$0	SO SO	\$0	\$130,000	\$60,000
Street Roller	\$0	\$0	\$0	\$0	\$35,000	\$0	\$0	So So	\$0	\$0	\$35,000
The Landing Permitting	\$0	\$0	\$0	\$0	\$200,000	\$0	\$281,000	\$0	\$0	\$0	\$481,000
Underpass Lighting & Wall Painting	\$0		\$0	\$0	\$500,000	50	\$0	\$0	\$0	\$0	\$500,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	50	\$0	\$25,000	\$0	\$0	\$100,000
UV System Replacement	\$0		\$0	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000
Warren Street & Trail (N) Construction	\$0	\$0	\$0	\$2,033,000	\$1,136,476	50	\$0	\$0	\$0	\$0	\$3,169,476
2023 Total	\$0		\$0	\$47,758,026	\$8,855,919	\$200,000	\$4,681,000	\$240,000	\$0	\$1,748,000	\$63,482,945

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

		251/51/22		PUBLIC	144 IOD INITO4	DD11/4.TF	DISTRICT				
T	CAPITAL	DEVELOP- MENT	EMS	GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
= 2024	CALITAL	IVILIAI	LIVIS	LOANS	SINGETONE	TONDING	THEATTER	JEWER	TICAROTT	WATER	TOTAL
2024 Lead Line Replacement	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
2024 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$0	\$1,253,384	\$0	\$0	\$0	\$0	\$0	\$1,253,384
2024 Sidewalk Program	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Causeway Wetlands Construction, Phase 2	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Cleveland Road Safety Improvements - Construction	\$0	\$0	\$0	\$3,135,410	\$125,375	\$0	\$0	\$640,200	\$0	\$0	\$3,900,985
Cleveland Road Safety Improvements - Inspection	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Jet/Boeckling - Construction	\$0	\$1,150,000	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Jet/Boeckling - Planning & Design	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Meadowood/Foxborough Sidewalks	\$0	\$0	\$0	\$120,413	\$72,840	\$0	\$0	\$0	\$0	\$0	\$193,253
Monroe St Outfall (Broadway to Mills Creek)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Rec Center & Tennis Court Const. & Insp.	\$0	\$0	\$0	\$0	\$8,900,000	\$0	\$0	\$0	\$0	\$0	\$8,900,000
Sandusky Bay Pathway	\$0	\$0	\$0	\$0	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$1,350,000
SBP Amenities - Shelby Ramp, Meigs, Venice	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
SCADA Improvements @ BIWW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Sewer - 1-Ton Dump, Sweeper	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Sewer/Water Facility & Equipment Improvements	\$0	\$0	\$0	\$2,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250,000
Shore Protection Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
The Landing (Pipe Creek to Hemminger Ditch)	\$0	\$0	\$0	\$6,300,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$6,400,000
The Landing Park - Construction & Inspection	\$0	\$0	\$0	\$1,243,946	\$0	\$0	\$17,702,307	\$300,000	\$0	\$700,000	\$19,946,253
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-6 Urban Paving (Venice through Fremont)	\$0	\$0	\$0	\$1,024,680	\$448,121	\$0	\$0	\$0	\$0	\$0	\$1,472,801
Water - 2-ton Dump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180,000	\$180,000
West Monroe (Decatur - Camp) - Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,231	\$0	\$0	\$105,231
2024 Total	\$0	\$1,300,000	\$0	\$16,749,449	\$13,204,720	\$0	\$17,802,307	\$2,120,431	\$0	\$1,080,000	\$52,256,907

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

				PUBLIC			DISTRICT				
		DEVELOP-		GRANTS &	MAJOR INFRA-	PRIVATE	PUBLIC				
ì₹	CAPITAL	MENT	EMS	LOANS	STRUCTURE	FUNDING	FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2025											
2025 Lead Line Replacement	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
2025 Local & CDBG Street Resurfacing	\$0		\$0	\$0	\$712,654	\$0	\$0	\$0	\$0	\$0	\$712,654
2025 Sidewalk Program	\$0		\$0		. ,	\$0	\$0	\$0	\$0	\$0	\$105,000
2025 Slip Lining	\$0		\$0		+-	\$0	\$0	\$450,000	\$0	\$0	\$450,000
Camp Street Relief Sewer Design	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
Chemical Storage Tank Replacements (fluoride)	\$0	-	\$0	·	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
East Cleveland Road (S) Pedestrian Improvements	\$0		\$0	· ·	. ,	\$0	\$0	\$0	\$0	\$0	\$716,628
East Perkins - Construction	\$0		\$0		\$98,046	\$0	\$0	\$0	\$0	\$0	\$1,400,000
Filter Media Replacement & 36 Actuators (4)	\$0		\$0			\$0	\$0	. \$0	\$0	\$600,000	\$600,000
Flow Metering	\$0		\$0			\$0	\$0	\$200,000	\$0	\$0	\$200,000
Pipe & Rhode - Design (a)	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$550,000	\$550,000
Sandusky Bay Pathway	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$500,000
SCADA at Lift Stations & WWTP	\$0	\$0	\$0		\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sewer - 4x4 Pick up, WPC Car	\$0	\$0	\$0			\$0	\$0	\$85,000	\$0	\$0	\$85,000
Sheldon's Marsh Intake Improvements - Constr.	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Surface Seal and Microsurface	\$0	\$0	\$0		\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Sustainability Plan	\$0		\$0		\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Urban Forest Improvements	\$0		\$0		\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Water - 4x4 pick up	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$60,000	\$60,000
Water Plant Asphalt Repairs (w/ street resurfacing)	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$200,000	\$200,000
West Monroe (Broadway - Camp) - Construction	\$0	\$0	\$0	· ,	\$539,300	\$0	\$0	\$833,615	\$0	\$0	\$1,713,738
WWTP Security	\$0		\$0			\$0	\$0	\$100,000	\$0	\$0	\$100,000
2025 Total	\$0	\$0	\$0	\$2,307,777	\$2,821,628	\$0	\$0	\$1,843,615	\$0	\$1,510,000	\$8,483,020
2026	ćo.	**	<u> </u>	**	ćo.	60	ćo.	* 0	ćo	635.000	¢25.000
2026 Lead Line Replacement	\$0	\$0 \$0	\$0 \$0		\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$25,000	\$25,000
2026 Local & CDBG Street Resurfacing	\$0 \$0	\$0 \$0			\$1,170,000	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$1,170,000
2026 Sidewalk Program	\$0		\$0 \$0		\$105,000 \$0	\$0 \$0	\$0 \$0	\$200,000	\$0 \$0	\$0 \$0	\$105,000 \$200,000
2026 Slip Lining	\$0		\$0		\$0	\$0 \$0	\$0	\$200,000 \$0	\$0 \$0	\$0 \$0	\$200,000
Class A Sludge/Centrifuge Construction	\$0		\$0		\$0	\$0 \$0	\$0	\$150,000	\$0 \$0	\$0 \$0	\$1,500,000
Combo. (C.bus -Wayne)	\$0	\$0 \$0	\$0			\$0 \$0	\$0	\$130,000	\$0	\$150,000	\$150,000
Doors for Chemical Building (3) Pipe/Rohde - Construction (a)	\$0	\$0 \$0	\$0		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$150,000	\$1,000,000
Portable Generator	\$0	\$0 \$0	\$0			\$0 \$0	\$0	\$100,000	\$0 \$0	\$0 \$0	\$1,000,000
	\$0	\$0 \$0	\$0		\$500,000	\$0 \$0	\$0	\$100,000	\$0 \$0	\$0 \$0	\$100,000
Sandusky Bay Pathway SCADA Software Upgrades & Maintenance Contract	\$0		\$0			\$0 \$0	\$0	\$0 \$0	\$0 \$0	\$200,000	\$300,000
Scada Software Opgrades & Maintenance Contract Sewer - Jet Truck	\$0		\$0		-	\$0 \$0	\$0	\$475,000	\$0 \$0	\$200,000	\$200,000
Shore Protection Projects	\$0	•	\$0			\$0 \$0	\$0	\$50,000	\$0 \$0	\$0 \$0	\$475,000
Sludge Pond Wall Reinforcement	\$0		\$0			\$0 \$0	\$0	\$30,000 \$0	\$0	\$500.000	\$500,000
Street - Loader	\$0		\$0			\$0 \$0	\$0	\$0	\$0	\$300,000	\$300,000
Surface Seal and Microsurface	\$0		\$0		. ,	\$0 \$0	\$0	\$0 \$0	\$0	\$0 \$0	\$50,000
Urban Forest Improvements	\$0		\$0		. ,	\$0 \$0	\$0	\$25,000	\$0	\$0 \$0	\$100,000
Water - ToolCat @ BIWW	\$0		\$0	·	. ,	\$0 \$0	\$0	\$23,000	\$0	\$80,000	\$100,000
2026 Total	\$0		\$0	·	*-	\$0 \$0	\$0	\$1,000,000	\$ 0	\$955,000	\$6,630,000
T-7-7 1-7401	JU	30	30	72,200,000	72,173,000	300	30	4=10001000	30	4333000	70,030,000

2023 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

Ţ _Ī	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
■ 2027											
2027 Lead Line Replacement	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
2027 Local & CDBG Street Resurfacing	\$0	\$0	\$0	\$	0 \$1,050,000	\$0	\$0	\$0	\$0	\$0	\$1,050,000
2027 Sidewalk Program	\$0	\$0	\$0	\$	0 \$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
2027 Slip Lining	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
BIWW Security	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
Camp Street Relief Sewer Construction	\$0	\$0	\$0	\$1,265,00	0 \$0	\$0	\$0	\$0	\$0	\$0	\$1,265,000
Causeway Water Main Lining (~2 miles) (c)	\$0	\$0	\$0	\$3,000,00	0 \$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Farwell Grinders	\$0	\$0	\$0) \$	0 \$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Filter Media Replacement & 36 Actuators (5)	\$0	\$0	\$0) \$	o \$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Loops under RR (6 locations) (b)	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Replacement of Miscellaneous 4" Mains (d)	\$0	\$0	\$0) \$	o \$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Sandusky Bay Pathway	\$0	\$0	\$0) \$	o \$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Sewer - 1-Ton Dump, Backhoe	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$205,000	\$0	\$0	\$205,000
Shore Protection Projects	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Storm Water/Green Infrastructure	\$0	\$0	\$0) \$	0 \$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Superior Street Rehabilitation	\$0	\$0	\$0	\$	0 \$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Surface Seal and Microsurface	\$0	\$0	\$0	\$	0 \$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Underground tank repairs (6)	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Urban Forest Improvements	\$0	\$0	\$0) \$	0 \$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
US-4 Urban Paving (Perkins to Jefferson)	\$0	\$0	\$0	\$500,00	0 \$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Vine (Tyler -End)	\$0	\$0	\$0) \$	0 \$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Water - Utility Truck	\$0	\$0	\$0	\$	0 \$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
West Monroe (Decatur - Camp) - Construction	\$0	\$0	\$0	\$461,93	3 \$0	\$0	\$0	\$461,933	\$0	\$0	\$923,866
WWTP Security	\$0	\$0	\$0) \$	0 \$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2027 Total	\$0	\$0	\$0	\$5,226,93	3 \$2,105,000	\$0	\$0	\$1,691,933	\$0	\$1,960,000	\$10,983,866
Grand Total	\$0	\$1,300,000	\$0	\$74,542,18	5 \$29,022,510	\$200,000	\$22,483,307	\$6,895,979	\$0	\$7,253,000	\$141,696,981

OR	DIN	IA	NCE	NO	Э.					

AN ORDINANCE APPROVING THE NEW NATIONAL OPIOIDS SETTLEMENTS WITH ALLERGAN, CVS, TEVA, WALGREENS, AND WALMART; AUTHORING AND DIRECTING THE CITY MANAGER TO EXECUTE THE SETTLEMENT PARTICIPATION FORMS WITH ALLERGAN, CVS, TEVA, WALGREENS, AND WALMART (SETTLING DEFENDANTS); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky, Ohio is a municipal corporation located in Erie County, Ohio, and duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the City Commission accepted the material terms of the One Ohio Subdivision Settlement pursuant to the One Ohio Memorandum of Understanding (MOU) and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement by Ordinance No. 21-126, passed on August 9, 2021; and

WHEREAS, consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Jansses, proceeds from any settlement entered into with Allergan, CVS, Teva, Walgreens, and Walmart (Settling Defendants) will be allocated and distributed in accordance with the One Ohio MOU; and

WHEREAS, this City Commission desires to participate in the New National Opioid Settlements with Allergan, CVS, Teva, Walgreens, and Walmart; 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 ensure participation in the new settlements, execute the participation form and submit it prior to the deadline of April 18, 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 of the City of Sandusky, Ohio, the City Commission

PAGE 2 - ORDINANCE NO.	
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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 of the New National Opioids Settlements and authorizes and directs the City Manager to execute the Participation Forms with Allergan, CVS, Teva, Walgreens, and Walmart (Settling Defendants"), copies of the Participation Forms are attached to this Ordinance, marked Exhibits "A", "B", "C", "D", and "E" 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 the objectives and requirements in carrying out the terms of this Ordinance.

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

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

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

	RICHARD R. BRADY
	PRESIDENT OF THE CITY COMMISSION
ATTEST:	
	CATHLEEN A. MYERS
	CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

EXHIBIT K Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

] Yes [] No	
Governmental Entity: Sandusky city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.





- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V** (**Release**), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



of the Governmental Entity.	tion to execute this	Settlement	Participation	Form	on benan
of the Governmental Entity.					
S	ignature:				

Name:			
Title:			
Date:			



[] No

[] Yes

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Governmental Entity: Sandusky city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

Exhibit "B"



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	 	
Name:		
Title:		
Date:		



Exhibit K Subdivision and Special District Settlement Participation Form

Governmental Entity: Sandusky city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

Exhibit "C"



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute Governmental Entity.	this Election and Release on behalf of the
Signature:	
Name:	
Title:	
Date:	



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Γ] Yes	Γ.	l No
	1 1 03	- 1	LINO

Governmental Entity: Sandusky city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

Exhibit "D"



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

] Yes [] No	
Governmental Entity: Sandusky city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
- 3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

Exhibit "E"



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



have all necessary power a Governmental Entity.	and authorization to execute	e this Election and Release on behalf of the
	Signature:	
	Name:	
	Title:	
	Date:	







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

TO: John Orzech, Interim City Manager

FROM: Michelle Reeder, Finance Director

DATE: February 28, 2023

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Dayton, Ohio, for the annual support fee for the period April 1, 2023 through March 31, 2024. The City uses this software for payroll, utility billing, asset management, and financial management. The City has used Software Solutions Incorporated since 1995.

BUDGETARY INFORMATION:

The total cost for the annual support fee is \$41,947.87. Of this amount, \$20,973.93 will be paid by the General Fund, \$10,486.97 by the Water Fund, and \$10,486.97 by the Sewer Fund.

ACTION REQUESTED:

It is requested that legislation be approved authorizing payment in the amount of \$41,947.87 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2023 through March 31, 2024, in accordance with Section 14 of the City Charter under suspension of the rules, as the payment is due on March 31st.

John Orzech	Michelle Reeder
Interim City Manager	Finance Director

CC: Brendan Heil, Law Director



Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B Dayton, OH 45458

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

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Desci			

Annual Software Support Contract for Visual Intelligence for period 04/01/2023 thru 03/31/2024

Subtotal	\$41,947.87
Sales tax	\$0.00
Total	\$41,947.87

INVOICE

02/22/2023

03/24/2023

Invoice #: INV-0009087

Term: Net 30

Invoice Date:

Due Date: PO #:



Please find the below breakdown of your software support.

<u>Description</u>	Start Date	End Date		<u>Amount</u>
Payroll Time Entry Interface (Time Clock I/F Krono	4/1/2023	3/31/2024	\$	202.90
Base Software Support Fee	4/1/2023	3/31/2024	\$	15,743.88
Crystal Reports 5-up Seats	4/1/2023	3/31/2024	\$	-
VIP Central Cash	4/1/2023	3/31/2024	\$	-
VIP Work Orders Water (Service Orders)	4/1/2023	3/31/2024	\$	703.36
Hardware Helpdesk	4/1/2023	3/31/2024	\$	-
Intelligent Mail Barcode	4/1/2023	3/31/2024	\$	-
Network Support - Server 20+ User	4/1/2023	3/31/2024	\$	1,406.72
VIP Accounting	4/1/2023	3/31/2024	\$	4,220.15
VIP Asset Management	4/1/2023	3/31/2024	\$	1,406.72
VIP Concurrent Licenses (30)	4/1/2023	3/31/2024	\$	1,713.90
VIP Departmental Purchasing	4/1/2023	3/31/2024	\$	2,813.44
VIP Payroll	4/1/2023	3/31/2024	\$	4,220.15
SWSUP-Invoice Cloud	4/1/2023	3/31/2024	\$	-
VIP Utility Billing	4/1/2023	3/31/2024	\$	4,220.15
VIP Workflows	4/1/2023	3/31/2024	\$	-
VIP Handheld Interface (Sensus)	4/1/2023	3/31/2024	\$	
VIP Analytics, Departmental Budgeting and Dashboar	4/1/2023	3/31/2024	\$	3,691.50
VIP Analytics Personnel Budgeting	4/1/2023	3/31/2024	\$	1,605.00
	Payroll Time Entry Interface (Time Clock I/F Krono Base Software Support Fee Crystal Reports 5-up Seats VIP Central Cash VIP Work Orders Water (Service Orders) Hardware Helpdesk Intelligent Mail Barcode Network Support - Server 20+ User VIP Accounting VIP Asset Management VIP Concurrent Licenses (30) VIP Departmental Purchasing VIP Payroll SWSUP-Invoice Cloud VIP Utility Billing VIP Workflows VIP Analytics, Departmental Budgeting and Dashboar VIP Analytics Personnel Budgeting	Payroll Time Entry Interface (Time Clock I/F Krono 4/1/2023 Base Software Support Fee 4/1/2023 Crystal Reports 5-up Seats 4/1/2023 VIP Central Cash 4/1/2023 VIP Work Orders Water (Service Orders) 4/1/2023 Hardware Helpdesk 4/1/2023 Intelligent Mail Barcode 4/1/2023 Network Support - Server 20+ User 4/1/2023 VIP Accounting 4/1/2023 VIP Concurrent Licenses (30) 4/1/2023 VIP Concurrent Licenses (30) 4/1/2023 VIP Departmental Purchasing 4/1/2023 VIP Payroll 4/1/2023 SWSUP-Invoice Cloud 4/1/2023 VIP Utility Billing 4/1/2023 VIP Workflows 4/1/2023 VIP Handheld Interface (Sensus) 4/1/2023 VIP Analytics, Departmental Budgeting and Dashboar 4/1/2023	Payroll Time Entry Interface (Time Clock I/F Krono 4/1/2023 3/31/2024 Base Software Support Fee 4/1/2023 3/31/2024 Crystal Reports 5-up Seats 4/1/2023 3/31/2024 VIP Central Cash 4/1/2023 3/31/2024 VIP Work Orders Water (Service Orders) 4/1/2023 3/31/2024 Hardware Helpdesk 4/1/2023 3/31/2024 Intelligent Mail Barcode 4/1/2023 3/31/2024 Network Support - Server 20+ User 4/1/2023 3/31/2024 VIP Accounting 4/1/2023 3/31/2024 VIP Concurrent Licenses (30) 4/1/2023 3/31/2024 VIP Departmental Purchasing 4/1/2023 3/31/2024 VIP Payroll 4/1/2023 3/31/2024 VIP Utility Billing 4/1/2023 3/31/2024 VIP Workflows 4/1/2023 3/31/2024 VIP Handheld Interface (Sensus) 4/1/2023 3/31/2024 VIP Analytics, Departmental Budgeting and Dashboar 4/1/2023 3/31/2024	Payroll Time Entry Interface (Time Clock I/F Krono 4/1/2023 3/31/2024 \$ Base Software Support Fee 4/1/2023 3/31/2024 \$ Crystal Reports 5-up Seats 4/1/2023 3/31/2024 \$ VIP Central Cash 4/1/2023 3/31/2024 \$ VIP Work Orders Water (Service Orders) 4/1/2023 3/31/2024 \$ Hardware Helpdesk 4/1/2023 3/31/2024 \$ Intelligent Mail Barcode 4/1/2023 3/31/2024 \$ Network Support - Server 20+ User 4/1/2023 3/31/2024 \$ VIP Accounting 4/1/2023 3/31/2024 \$ VIP Asset Management 4/1/2023 3/31/2024 \$ VIP Concurrent Licenses (30) 4/1/2023 3/31/2024 \$ VIP Departmental Purchasing 4/1/2023 3/31/2024 \$ VIP Payroll 4/1/2023 3/31/2024 \$ SWSUP-Invoice Cloud 4/1/2023 3/31/2024 \$ VIP Workflows 4/1/2023 3/31/2024 \$ VIP Handheld Interface (Sensus) 4/1/2023 3/31/2024 \$ VIP

<u>Total</u> \$ 41,947.87

Please contact me if you have any questions.

Sincerely,

Liz Ballard Staff Accountant

CERTIFICATE OF FUNDS

In the Matter of: Software Solutions Software Support

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

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

Michelle Reeder

Finance Director

Dated: 2/24/2023

ORDINANCE	NO.	
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AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF DAYTON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2023, THROUGH MARCH 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the cost for the annual software support fee for the period April 1, 2023, through March 31, 2024, is \$41,947.87 of which \$20,973.93 will be paid with General Funds, \$10,486.97 will be paid with Water Funds and \$10,486.97 will be paid with Sewer Funds; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Dayton, Ohio in an amount **not to exceed** Forty One Thousand Nine Hundred Forty Seven and 87/100 Dollars (\$41,947.87) for the annual software support fee for the period April 1, 2023, through March 31, 2024.

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

PAGE 2 - ORDINANCE NO. _____

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS

CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

FIRE DEPARTMENT



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

TO: John Orzech, Interim City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: February 27, 2023

RE: Commission Agenda Item – Approval to Apply for Grant

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation for the approval of the submission of a grant application to the Firehouse Subs Public Safety Foundation.

BACKGROUND INFORMATION: The purpose of this grant is to purchase the following items for the Sandusky Fire Department Water Rescue Team.

- 6 first stage regulators
- 6 first stage pony bottle regulator
- 6 mini air gauges for pony bottles
- 6 Buoyancy compensating device
- 6 dry suits
- Pressure and depth gauge

All of these items above are worn out and have reached their useful life.

BUDGETARY INFORMATION: There is no budgetary impact. This grant if awarded is 100% funded by Firehouse Subs Foundation. There are no matching funds.

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Firehouse Subs Public Safety Foundation. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the grant opening on April 6, 2023, as there is a maximum of 600 grant applications accepted quarterly.

Approved:	I concur with this recommendation:		
Mario D'Amico III, Fire Chief	John Orzech, Interim City Manager		

CC: Brendan Heil, Law Director,

Michelle Reeder, Finance Director Sarah Chiappone, Assistant Law Director

RESOL	UTION	NO.	

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR GRANT FUNDING FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Chris Sorensen and Robin Sorensen founded the non-profit Firehouse Subs Public Safety Foundation in 2005 and are generous visionaries and the Foundation's largest individual donors and as members of the Foundation's board of directors, Chris and Robin approve donations for lifesaving equipment and funding for first responders on a quarterly basis; and

WHEREAS, their mission is to impact the lifesaving capabilities, and the lives of local heroes and their communities by providing lifesaving equipment and prevention education tools to first responders, non-profits and public safety organizations; and

WHEREAS, the Sandusky Fire Department will use these funds, if awarded, for the purchase of first stage regulators, first stage pony bottle regulars, mini air gauges for pony bottles, buoyancy compensating devices, dry suites, and a pressure and depth gauge; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application on the opening date of April 6, 2023, as there is a maximum of 600 grant applications accepted quarterly; and

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

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

Section 1. This City Commission hereby approves the submission of an application to the Firehouse Subs Public Safety Foundation for grant funds for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent PAGE 2 - RESOLUTION NO._____

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

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

thereof.

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY PRESIDENT OF THE CITY COMMISSION

ATTEST:

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

Passed: March 13, 2023

DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: February 28, 2023

Subject: Commission Agenda Item – Cedar Point Causeway Wetland approval to submit various

permit applications

<u>ITEM FOR CONSIDERATION:</u> Resolution authorizing the City of Sandusky to submit various applications for environmental and regulatory permits related to the Cedar Point Causeway Wetland project, related to the Sandusky Bay Initiative, and designating signatory authority to the City Manager.

<u>BACKGROUND INFORMATION</u>: In 2022, Phase I of the Cedar Point Causeway Wetlands project was completed by Mark Schaeffer Construction. The Army Corps of Engineers hydraulically pumped dredged materials from the Moseley shipping channel into the diked area for dewatering. This material will be utilized to form the coastal wetlands. There is additional capacity to allow the Army Corps of Engineers to place at least one more round of dredgings into the Cedar Point Causeway Wetlands.

Approval of this legislation will authorize the City Manager to sign and submit applications to the U.S. Army Corps of Engineers (Department of Army Permit), the Ohio Department of Natural Resources (Submerged Lands Lease, Shore Structure Permit), Ohio Environmental Protection Agency (Water Quality Certification) and the U.S. Coast Guard (Private Aids to Navigation), if needed.

BUDGETARY INFORMATION: There are no costs to submit applications.

<u>ACTION REQUESTED</u>: It is requested that a resolution be passed to allow the City Manager to apply for various environmental and regulatory permits with the US Army Corps of Engineers, State of Ohio and/or US Coast Guard under suspension of the rules in accordance with Section 14 of the City Charter so the applications can be filed and dredging can be completed during the 2023 fiscal year to maintain the appropriate depths of the shipping channel.

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	i concui willi	LIII	ICCUITITE	illuation.

John Orzech
Interim City Manager

cc:

RESOLUTION	NO.	

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION TO THE U.S. ARMY CORPS OF ENGINEERS TO OBTAIN A DEPARTMENT OF ARMY PERMIT, SUBMITTAL OF AN APPLICATION TO THE STATE OF OHIO TO OBTAIN A SUBMERGED LANDS LEASE AND SHORE STRUCTURE PERMIT, IF REQUIRED, SUBMITTAL TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR A WATER QUALITY CERTIFICATION, AND SUBMITTAL TO THE U.S. COAST GUARD FOR PRIVATE AIDS TO NAVIGATION, IF REQUIRED, IN CONNECTION WITH THE CEDAR POINT CAUSEWAY WETLAND PROJECT, RELATED TO THE SANDUSKY BAY INITIATIVE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has determined that it is in the best interest of the City to construct improvements to support aquatic habitat restoration in the Sandusky Bay through the beneficial use of dredged material and in connection with the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative; and

WHEREAS, this City Commission previously approved Agreements for Professional Services with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Project, which includes the Cedar Point Causeway Wetland Project, by Ordinance No. 17-130, passed on June 26, 2017, Ordinance No. 18-045, passed on February 26, 2018, and Ordinance No. 18-184, passed on September 10, 2018; and

WHEREAS, the Cedar Point Causeway Wetland Project is Project 2 of the Sandusky Bay Initiative (SBI) and Phase 1 of the Cedar Point Causeway Wetland Project and involved the installation of an armor stone breakwater from local quarries, natural wooden structures, turbidity curtains and other environmentally friendly materials to construct basins for the placement of dredged material; and

WHEREAS, the City Commission declared the necessity to proceed with the Cedar Point Causeway Wetland Project, Phase 1, by Resolution No. 035-21R, passed on August 9, 2021; and

WHEREAS, the City Commission approved the awarding of the contract to Mark Schaffer Excavating & Trucking, Inc. of Norwalk, Ohio, for work to be performed for the Cedar Point Causeway Wetland Project, Phase 1, by Ordinance No. 21-138, passed on September 13, 2021, and approved the First & Final Change Order by Ordinance No. 22-132, passed on July 11, 2022; and

WHEREAS, the Army Corps of Engineers hydraulically pumped dredged materials from the Moseley shipping channel into the diked area for dewatering and the this material will be utilized to form the coastal wetlands; and

WHEREAS, there is additional capacity to allow the Army Corps of Engineers to place at least one more round of dredging into the Cedar Point Causeway Wetlands; and

PAGE 2 - RESOLUTION NO._____

WHEREAS, the City desires to file an application with the U.S. Army Corps of Engineers to obtain a Department of Army permit for the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative; and

WHEREAS, the City desires to file an application with Ohio Department of Natural Resources to obtain a Shore Structure Permit, Consistency Certification and to enter into a Submerged Lands Leases, if required to implement the project; and

WHEREAS, the City desires to file an application with Ohio Environmental Protection Agency to obtain a Water Quality Certification for the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative; and

WHEREAS, the City desires to file an application with the U.S. Coast Guard for Private Aids to Navigation, if required to implement the project; 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 for the applications to be filed and dredging can be completed during the 2023 fiscal year to maintain the appropriate depths of the shipping channel; and

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

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

Section 1. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for a Department of Army Permit and that the City Manager is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain a Department of Army permit for the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative.

Section 2. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for an Ohio Department of Natural Resources Shore Structure Permit, Consistency Certification and Submerged Lands Lease (if required to implement the project) and that the City Manager is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain an Ohio

Department of Natural Resources Shore Structure Permit, Consistency Certification and Submerged Lands Lease (if required to implement the project).

Section 3. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for a Water Quality Certification from the Ohio Environmental Protection Agency and that the City Manager is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain a Water Quality Certification from the Ohio Environmental Protection Agency for the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative.

Section 4. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application to the U.S. Coast Guard for Private Aids to Navigation (if required to implement the project) and that the City Manager is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain authorization from the U.S. Coast Guard (if required to implement the project).

Section 5. This City Commission on behalf of the City of Sandusky hereby finds and determines that the submerged lands included in the Cedar Point Causeway Wetland Project (Phase I), related to the Sandusky Bay Initiative, are not necessary or required for the construction, maintenance, or operation by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, improvements, and marginal highways in aid of navigation and water commerce and that the land uses comply with regulation of permissible land use under all waterfront plans of the City of Sandusky.

Section 6. 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 7. 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 8. That for the reasons set forth in the preamble hereto, this

I AGE 4 NEGGEOTION NO.	PAGE 4	- RESOLI	JTION N	0.
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Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Jane E. Cullen, P.E.

Date: February 28, 2023

Subject: Commission Agenda Item - Dedication of Superior Street Right-of Way for 0.0473

acres split from parcel no. 59-01180.000

ITEM FOR CONSIDERATION: Requesting legislation approving and accepting the plat and right of way dedication of 0.0473 acres split from parcel no. 59-01180.000 which was owned by the City of Sandusky.

BACKGROUND INFORMATION: The City of Sandusky and the Erie County Health Department have been working together on the Health Department's Entrance-Way Project at the Monroe and Superior Streets northern intersection.

Ordinance No. 22-133 was passed at the July 11, 2022, City Commission meeting to execute the sales agreement for parcel no. 59-01180.000. Public Works Department is proposing to dedicate the right of way by use of a right-of-way dedication plat.

Following the guidelines for dedication of land for public use, the dedication plat was presented to the Sandusky Planning Commission at its meeting on January 25th, 2023. Attached is a copy of a letter from the Division of Planning stating the city planning commission has resolved to approve the request for the dedication plat and a copy of the plat signed by the planning commission chairman, Peter McGory.

BUDGETARY INFORMATION: There will be a fee for the recording of the right-of-way dedication plat at the Erie County Recorder's office which will be paid with Economic Development Funds.

<u>ACTION REQUESTED</u>: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the dedication plat can be approved and the City can accept the parcel as public right of way and the plat can be recorded in a timely manner.

I concur with this recommendation:	
John Orzech	Aaron M. Klein, P.E.
Interim City Manager	Director of Public Works

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



DEPARTMENT of COMMUNITY DEVELOPMENT

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

February 16, 2023

Jane Cullen, Assistant City Engineer 240 Columbus Ave. Sandusky, OH 44870

RE: Superior St. Right-of-Way Dedication

This will confirm that the above application was considered by the Sandusky Planning Commission at its meeting on January 25, 2023. After reviewing the items, the Planning Commission has resolved to approve the request for the dedication of Superior St. Right-of-Way.

Should you require any further information on this file, please contact the Division of Planning at (419) 627-5973.

Sincerely,

Alec Ochs

Assistant Planner

CERTIFICATE OF FUNDS

In the Matter of: Superior Street Dedication of Right of Way

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 #110-4070-53000

Michelle Reeder

Finance Director

Dated: 3/7/2023

ORDINANCE	NO.	
•		

AN ORDINANCE ACCEPTING THE FINAL PLAT AND CONFIRMING THE DEDICATION TO THE PUBLIC USE AS PUBLIC RIGHT-OF-WAY A PORTION OF LAND AT THE NORTHWEST CORNER OF W. MONROE STREET AND SUPERIOR STREET, WITH A TOTAL AREA OF 0.0473 ACRES, AS SUPERIOR STREET RIGHT-OF-WAY, AS SET FORTH ON THE DEDICATION PLAT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the purchase of real property located at 3201 W. Monroe Street, and identified as Parcel No. 59-01180.000, by Ordinance No. 22-133, passed on July 11, 2022; and

WHEREAS, this City Commission approved a Lease Agreement with the Erie County Health Department for the property located at 3201 W. Monroe Street, Parcel No. 59-01180.000, for the purpose of improving visibility, wayfinding and pedestrian access to the Health Department campus by Ordinance No. 22-186, passed on September 12, 2022; and

WHEREAS, the Department of Public Works has recommended to the Planning Commission this dedication of right-of-way and the Planning Commission at their meeting on January 25, 2023, resolved to recommend approval of the dedication plat to the City Commission; and

WHEREAS, this City Commission approves the dedication for public use a portion of land at the northwest corner of W. Monroe Street and Superior Street as Superior Street right-of-way and authorizes the recording of the Dedication Plat in the office of the Erie County Recorder; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the Dedication Plat to be accepted as public right-of-way and recorded 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 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 accepts and approves the Dedication Plat for a portion of land at the northwest corner of W. Monroe Street and Superior PAGE 2 - ORDINANCE NO. _____

Street, with a total area of 0.0473 acres, as set forth on the Dedication Plat, a

copy of which is marked exhibit "A", attached to this Ordinance and incorporated

herein, to be included as part of the Superior Street right-of-way and its

dedication to the public use as a right-of-way is accepted and confirmed.

Section 2. The Clerk of the City Commission is authorized to cause the

Dedication Plat to be recorded in the office of the Erie County Recorder.

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: March 13, 2023

RIGHT-OF-WAY DEDICATION PLAT FOR SUPERIOR STREET Being a Parcel of Land Located in Part of Lot 70, Ward 4, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio Erie County Combined General Health District Board of Health RN 202202637 1/2" Iron Rod Fnd N 88°09'14" E 75/8" Iron Rod Set Erie County Survey Records Survey by David A. Williams Dated: September, 2002 Survey by David A. Williams 49.53'(D) 49.53'(D) 49.53'(D) **Erie County Deed Records** 49.32'(C) 49.53'(D) 49.53'(D) 49.53'(D) 49.53'(D) 49.53'(D) 49.53'(D) 49.53'(D) 49.53'(D) \$ 88°09'14" W 1" Iron Pipe Fna 501°57'00" E~0.75 Boalt Find "Bent"/ S 01°57'00" E ~ 0.67' 1" Iron Pipe Fna 501°57'00" E~0.85 5/8" Iron Rod Fnd Proposed Right-of-Way 5/8" Iron Rod Set w/"Buser" Cap 5 01°43'23" E~1.53' S 88°09'14" W 513.21' S 88°09'14" W 🛔 276.34' C/L MONROE STREET (66' R/W) Exhibit APPROVED as per Eric County Requirements And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made. LEGAL DESCRIPTION OWNER'S CERTIFICATE Being a parcel of land located in part of Lot 7D, Ward 4, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows: The undersigned Owners hereby certify that the attached plat correctly represents their dedication plat. We hereby hereby assent to and addopt this dedication and acknowledge the same as our free act and deed and hereby dedicate the right-of-way theron shown to the use of the public forever. Beginning at a mag spike set at the intersection of the centerlines of Wonroe Street (66° R/W) and Superior Street (R/W Varies); Thence North 01° 57′ 00″ West, along the centerline of Superior Street, a distance of 33.00 SURVEYOR'S CERTIFICATE have heretofore set their hand this In witness whereof "I hereby certify that this plat represents a survey made under my direct feet to point; Thence South 88° 09' 14" West, a distance of 16.50 feet to a 5/8" iron rod set at the intersection supervision and that I have found or set the pins and monuments as shown." of the west right-of-way line of Superior Street and the north right-of-way line of Monroe Street and being the CITY COMMISSION CERTIFICATE COUNTY AUDITOR'S CERTIFICATE principal place of beginning; ALEXANDER) The plat and dedication of right-of-way has been approved and accepted by the City Commission of the City of Transferred this _ Thence continuing South 88° 09' 14" West, along the north right-of-way line of Monroe Street, a distance of 16.50 feet to a 5/8" iron rod set; **ETCHILL** 8512 Thence North 01° 57' 00" West, a distance of 124.75 feet to a 1/2" iron rod found at a southeast corner State of Ohio, County of Erie S.S. of land now or formerly owned by Erie County Combined General Health District Board of Health as President of Commission Clerk of Commission Erie County Recorder recorded in RN 202202637 of the Erie County Recorder's Office and a west right-of-way line of Superior Before me, a Notary Public in and for said County, personally came the Owners, who personally acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the use and purpose therein expressed. Thence North 88° 09' 14" East, along an east extension of said Erie County Combined General Health CITY PLANNING COMMISSION CERTIFICATE COUNTY RECORDER'S CERTIFICATE District Board of Health's land, a distance of 16.50 feet to a 5/8" iron rod set at the west right-of-way In witness whereof, i have hereunto set my hand and affixed my official seal this _____ day of line of Superior Street; The plat and dedication of right-of-way has been approved and accepted by the City Commission of the City of Sandusky, Ohio passed this 22 ND day of February 2023 4. Thence South 01° 57' 00" East, along the west right-of-way line of Superior Street, a distance of 124.75 feet to the principal place of beginning and containing 0.0473 acres (2.058.3716 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record. CONSULTING ENGINEERS & SURVEYORS My Commission Expires Notary Public Erie County, Ohio NORWALK, OHIO Erie County Recorder DATE: OCTOBER, 2022 PROJECT NO. 1" = 201 22-474 DMM

COMMUNITY DEVELOPMENT



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

To: John Orzech, Interim City Manager

From: Colleen M. Gilson,

Chief Neighborhood Development Office/Interim Assistant City Manager

Date: February 16, 2023

Subject: Commission Agenda Item – Sale of Property Lot Split "B" of Permanent Parcel 56-

00983.000

<u>Items for Consideration:</u> Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the "Agreement") with David A Mack and Christine E. Mack (the "Buyers") for the sale of Lot Split "B" of Permanent Parcel Number 56-00983.000, located on E Market Street (the "Property").

Background Information:

The City of Sandusky entered into an Exclusive Right to Sell Agreement with Russell Real Estate for the sale of (3) vacant lots - Lot Split "A", "B" and "C" of Permanent Parcel Number 56-00983.000 on Market Street (land formerly part of the Sandusky Cabinets site). The site has been owned by the City of Sandusky since 2009. The lots were listed on February 1, 2023.

David A Mack and Christine E. Mack submitted an offer for Lot Split "B". Terms of the Agreement call for the property to be sold for \$50,000 with a \$5,000.00 earnest deposit required within 5 days of execution of the Purchase and Sale Agreement and the balance paid at the time of transfer. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Buyers further agree to not install a vehicular access drive with egress to Market Street. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

<u>Budgetary Information:</u> The sales price per the Agreement is \$50,000. All sales proceeds will be deposited into the Real Estate Development Fund.

<u>Action Requested:</u> It is requested that legislation be passed approving the Agreement between the City and David A Mack and Christine E. Mack and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by March 21, 2023.

I concur with this recommendation:	
John Orzech	Jonathan Holody
Interim City Manager	Community Development Director

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

ORDINANCE	NO.		

AN ORDINANCE DECLARING THAT A PORTION OF CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT THE SOUTHEAST CORNER OF EAST MARKET STREET AND WARREN STREET, AND IDENTIFIED AS PARCEL NO. 56-00983.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO DAVID A. MACK AND CHRISTINE E. MACK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), formerly known as the Sandusky Cabinets property, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, this City Commission approved an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of three (3) portions of Parcel No. 56-00983.000 for residential development by Ordinance No. 23-003, passed on January 9, 2023; and

WHEREAS, the City desires to sell a portion of the property, referred to as Lot Split "B", to David A. Mack and Christine E. Mack at the purchase price of \$50,000.00 and all proceeds from the sale will be deposited into the Real Estate Development Fund; and

WHEREAS, it is being requested in companion legislation to sell two (2) other portions of Parcel No. 56-00983.000 for residential development; 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 ensure closing on the property by March 21, 2023, pursuant to the Purchase and Sale Agreement; and

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

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

Section 1. This City Commission finds, determines and declares that a portion of Parcel No. 56-00983.000, located at the southeast corner of East Market Street and Warren Street and referred to as Lot Split "B", 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 pursuant to Section 25 of the Charter of this City.

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Section 2. The City Manager is hereby authorized and directed to enter into a

Purchase Agreement with David A. Mack and Christine E. Mack for the sale of a

portion of Parcel No. 56-00983.000, located at the southeast corner of East Market

Street and Warren Street and referred to as Lot Split "B", Sandusky, 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.

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

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

and reasonably necessary to effect the sale of a portion of Parcel No. 56-00983.000,

located at the southeast corner of East Market Street and Warren Street and

referred to as Lot Split "B," in Sandusky.

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

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

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

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

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

TRESIDENT OF THE CITE COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

PURCHASE AND SALE AGREEMENT

Т	This Agreement is made and entered into this 11 day of February		2023,	by	and
between	een <u>David A. Mack & Christine E. Mack</u> , whose tax mailing address is	118 Gree	enbrier L	ane	
Sandusky,	sky, OH 44870 and hereinafter referred to as the "Purchaser" and the	e City of	Sandus	ky, Ol	hio, a
municipal	cipal corporation and political subdivision duly organized and validly existing u	ınder th	e Consti	itutio	n and
laws of th	of the State of Ohio, whose tax mailing address is 240 Columbus Avenue, S	andusky	, Ohio	44870) and
hereinafte	nafter referred to as "Seller."				

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 unaddressed vacant land described as Lot Split "B" of Permanent Parcel Number is 56-00983.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises, subject to all restrictive covenants and easements, which shall run with the land.
 - 2. The total purchase price for the premises is \$50,000 payable at closing.
 - Within five (5) days of execution of this Agreement, Purchaser shall deposit\$5,000.00 with the escrow agent handling the transaction.
 - 4. The Seller shall furnish quit-claim deed conveying to Purchaser the property.
- 5. Within thirty (30) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio



Purchase and Sale Agreement
City of Sandusky / David & Christine Mack

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law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall

notify the Seller of its objections within the thirty (30) day period or the same will have been deemed waived

by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt

of the Purchaser's objections, promptly undertake and complete prior to the closing all actions necessary to

satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is

unable to do so, the Purchaser's sole remedy shall be to elect either to (i) waive the defect or encumbrance

and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser

shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser

fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the

Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations

under this Agreement, and the Deposit shall be returned to the Purchaser. All costs of the title examination

or title insurance commitment and policy shall be paid for by the Purchaser.

6. Purchaser, and their successors in title, agree to construct one (1) single-family residential

dwelling on the Property. Purchaser(s) further agree to not install a vehicular access drive with egress to

Market Street. Commencement of construction of the single-family residential dwelling shall occur within

two (2) years from original purchase date of the Property and construction of the residential dwelling shall be

completed within twelve (12) months of start of construction. If the Purchaser(s) fail to commence or

complete construction within the time periods required herein, the Seller shall have the right to re-enter and

take possession and title to the Property together with all improvements made or erected shall automatically

be forfeited and revert to and vest in the City of Sandusky. This requirement shall run with the land and be

binding upon, benefiting and burdening the Purchaser, their successors in title, and assigns.

7. Purchaser, and their successors in title, shall not be eligible to receive funding through the

Sandusky Housing Development and Beautification Program for use at the Property.





Purchase and Sale Agreement

City of Sandusky / David & Christine Mack

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8. The closing date of this transaction shall be no later than <u>March 21, 2023</u> or at such other

time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung

Title Agency 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close

this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart

of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve

as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto;

provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms

of this Agreement, this Agreement shall control.

9. On the closing date, the escrow agent shall file or record the deed, and any other

instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each

of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow

statement.

In closing this transaction, the escrow agent shall charge the Seller with the following costs of this

transaction:

a. The cost of any real estate transfer tax on file; and

b. One-half of the escrow fees.

In closing this transaction, the escrow agent shall charge the Purchaser with the following costs

of this transaction:

a. The cost of filing the deed for record;

b. One-half of the escrow fees; and

c. The cost for the title examination and insurance policy in the amount of the

purchase price.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction



Purchase and Sale Agreement
City of Sandusky / David & Christine Mack

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or at such later date as may be agreed to by the purchaser but in no event shall possession by the Purchaser take place later than $\frac{\text{March 24, 2023}}{\text{March 24, 2023}}$.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on

or before March 21, 2023 or at other time in which both parties mutually agree to, any earnest

money deposit shall be immediately paid to the Seller, which payment may be treated as liquidated damages

(the precise amount of damages being difficult or impossible to ascertain).

12. 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 Agreement and that there have been no

representations by the Seller as to the condition of the Property or the fitness of the Property for Purchaser's

intended use.

13. The Purchaser agrees to indemnify, defend, release, reimburse, and hold harmless the City

from any and all liability, damages, losses, and claims that arise under any environmental law with respect to

the Property, or arise from any threatened or suspected presence or release of materials of environmental

concern at, on, under or from the Property.

14. This Agreement sets forth the entire and 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.

15. The 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 instrument.

This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and

their respective heirs, legal representatives, and assigns.

David A. Mack

Odotoop verified
02/11/23 12:24 PM EST
WNZL-5QK2-57HH-KQP

Christine E. Mack

dottoop verified
02/11/23 12:26 PM EST
YQN9-P20Q-22ID-G72I

16.



Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
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SIGNATURE PAGES TO FOLLOW

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
Page 6 of 8

IN WITNESS WHEREOF, the parties have	e hereunto set their hands on the dates
indicated below:	
PURCHASERS:	
NAME	NAME
State of Ohio)) ss: County of Erie)	
	state of Ohio, appeared the above named ged that they signed the foregoing instrument
IN TESTIMONY WHEREOF, I have hereto day of, 2023.	subscribed my name and affixed my seal this
Notary Pub	lic:
My Commis	sion Expires:

Purchase and Sale Agreement	
City of Sandusky / David & Christine Mack	<u> </u>
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051150	
SELLER:	
JOHN ORZECH, INTERIM CITY MANAG	GER
S	
State of Ohio)	
) ss:	
County of Erie)	
Before me a Notary Publi	ic for the State of Ohio, appeared the above named, John
	the City of Sandusky, who acknowledged that he signed the
foregoing instrument and that the	
Toregoing motivations and that the	ie signing was a free act.
IN TESTIMONY WHEREOF	I have hereto subscribed my name and affixed my seal this
day of, 2022.	That's hereto substituca my hame and amixed my sear this
, 2022.	
	Notary Public:
	rectary rabilities
	My Commission Expires:
	· · · · · · · · · · · · · · · · · · ·
Instrument prepared by:	
2 pp	
Brendan L. Heil (#0091991)	
Law Director	
City of Sandusky	
City of Januusky	

Purchase and Sale Agreement
City of Sandusky / David & Christine Mack
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Exhibit A

Legal Description For: The City of Sandusky, Ohio Lot Split "B" 0.1923 Acres

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 88.17 feet to a 5/8" iron rod set and being the principal place of beginning, passing over a 5/8" iron rod set at a distance of 33.00 feet;

- 1. Thence continuing North 66° 18′ 34″ East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8″ iron rod set;
- 2. Thence South 23° 38′ 34" East, a distance of 151.77 feet to a 5/8" iron rod set;
- 3. Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set;
- 4. Thence North 23° 38′ 34″ West, a distance of 151.88 feet to the principal place of beginning and containing 0.1923 acres (8,376.0990 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: RN 200905779

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in December, 2022 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2022 on the premises by Contractors Design Engineering.







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

TO: John Orzech, Interim City Manager

FROM: Michelle Reeder, Finance Director

DATE: March 1, 2023

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation approving an amendment to the agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, to prepare the financial statements for the year end 2021, 2022 and 2023 annual comprehensive financial reports for the City of Sandusky.

BACKGROUND INFORMATION:

Ordinance 22-018 was previously approved on February 14, 2022 that awarded a three-year agreement to Rea & Associates to compile our annual comprehensive financial report. The agreement mentioned there may be additional fees for the implementation of any new accounting standards, such as GASB 87. The Governmental Accounting Standards Board enacted Statement # 87, that deals with financial reporting of leases for governments. This statement is a 96 page document, that has many additional reporting requirements for each lease, which leads to additional costs to prepare our financial report. These additional fees are estimated not to exceed an additional \$18,275.50 for each year.

BUDGETARY INFORMATION

The total cost to compile our financial statements for the annual reports will not exceed \$49,275.50 for calendar year 2022 and \$50,525.50 for 2023 statements. The annual fee for completion of the financial report will be split 50% to be paid by the General Fund, 25% by the Water Fund, and 25% by the Sewer Fund.

ACTION REQUESTED:

It is requested that legislation be approved approving an amendment to the agreement with Rea & Associates to prepare fiscal year-end 2022 and 2023 financial reports. It is further requested to pass this legislation in accordance with Section 14 of the City Charter under suspension of the rules in order to immediately execute the agreement so the preparation of the financial statements can begin, as the State's deadline to submit the annual comprehensive financial report is May 31st.

John Orzech	Michelle Reeder
Interim City Manager	Finance Director

CC: Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rea & Associates- Annual Comprehensive Financial Reports

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

Account #110-7900-53003, 612-5900-53003, 613-5900-53003

Michelle Reeder

Finance Director

Dated: 3/6/2023

ORDINANCE	NO.	

AN ORDINANCE APPROVING AN AMENDMENT TO THE AGREEMENT WITH REA & ASSOCIATES, INC. OF NEW PHILADELPHIA, OHIO, FOR THE PREPARATION OF FINANCIAL STATEMENTS FOR THE DECEMBER 31, 2021, DECEMBER 31, 2022, AND DECEMBER 31, 2023, ANNUAL COMPREHENSIVE FINANCIAL REPORT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is required to complete an annual financial report that conforms to Generally Accepted Accounting Principles (GAAP) every year; and

WHEREAS, the City has prepared an Annual Comprehensive Financial Report for many years and has been recognized by the national and Ohio Governmental Finance Officers Association as a recipient of the Certificate of Achievement for Excellence in Financial Reporting; and

WHEREAS, the Governmental Accounting Standards Board (GASB) establishes the guidelines for preparing this report where there are regular technical changes required that make it difficult for the Department staff to prepare this report along with other regular duties without external assistance; and

WHEREAS, this City Commission approved an agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, for the preparation of the December 31, 2021, 2022, and 2023, Annual Comprehensive Financial Report by Ordinance No. 22-108, passed on February 14, 2022; and

WHEREAS, the agreement stated there may be additional fees for the implementation of any new accounting standards, such as GASB 87 (Leases), which was enacted by the Governmental Accounting Standards Board and is a 96 page document that has additional reporting requirements for each of the City's lease and the fees for the additional services are estimated not to exceed \$18,275.50 for each of the annual reports for 2022 and 2023; and

WHEREAS, the revised cost for the preparation of the financial statements for the annual reports is not to exceed \$49,275.50 for year ending on December 31, 2022, and \$50,525.50 for year ending December 31, 2023, and these costs will be paid with General Funds (50%), Water Funds (25%) and Sewer Funds (25%); and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute an agreement with Rea & Associates, Inc. so the preparation of the financial statements can begin as the State's deadline to submit the Annual Comprehensive Financial Report is May 31, 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an

emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Amendment to the Agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, for additional costs for the preparation of the December 31, 2022, and December 31, 2023, Annual Comprehensive Financial Reports, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Rea & Associates, Inc. for the preparation of Annual Comprehensive Financial Report in an amount not to exceed \$49,275.50 for the December 31, 2022 report, and \$50,525.50 for the December 31, 2023 report for a total amount **not to exceed** Ninety-Nine Thousand Eight Hundred One and 00/100 Dollars (\$99,801.00)

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

PAGE 3 - ORDINANCE NO.	
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adoption	and	due	authentication	by	the	President	and	the	Clerk	of	the	City
Commissi	on of	the C	City of Sandusky,	, Oh	io.							

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023



March 1, 2023

Michelle Reeder, Director of Finance City of Sandusky 240 Columbus Ave Sandusky, OH 44870

Dear Ms. Reeder:

First and foremost I would like to thank you for the opportunity to submit to you and the City of Sandusky, Ohio (City) a proposal to prepare the City's Annual Comprehensive Financial Report. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry. This letter is to affirm and amend our services to be provided that were agreed to in our original engagement letter dated February 7, 2022.

The Objective and Scope of the Preparation of the Financial Statements

You have requested that we prepare the Annual Comprehensive Financial Report of City of Sandusky for the years ending December 31, 2021, 2022 and 2023 on a continuous basis. The basic financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City by means of this letter.

This agreement is being amended to include the additional services we are to provide you for the December 31, 2022 financial statement preparation. The additional services will include:

- 1. Our additional time necessary to help the City fully implement GASB Statement No. 87 Leases;
- 2. As part of implementing GASB 87, you have entered into an agreement with DebtBook who is a third-party entity that will process your leases to comply with this new Standard. As part of this agreement, you have agreed to allow DebtBook to invoice Rea & Associates, Inc., in which Rea & Associates, Inc. will include those fees as part of our overall fees for our agreement to assist you in the preparation of the December 31, 2022 financial statements.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
- 2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3. The prevention and detection of fraud;
- 4. To ensure that the entity complies with the laws and regulations applicable to its activities;
- 5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
- 6. To provide us with:
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements:
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
 - c. Unrestricted access to persons within the City with whom we determine it necessary to communicate.

Michelle Reeder, Finance Director, will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Records and Assistance

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

- 1. Anticipated cooperation from City personnel;
- 2. Timely responses to our inquiries;
- 3. Timely completion and delivery of client assistance requests;
- 4. Timely communication of all significant accounting and financial reporting matters; and
- 5. The assumption that unexpected circumstances will not be encountered during the engagement.

Fees noted in our original agreement dated February 7, 2022:

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee:

- 1. For the year ending December 31, 2021 \$32,000 (this assumes we are able to obtain all electronic versions of the 2020 workpapers from the Auditor of State's office (example Statistical Section) and various workpapers requested of us (for example, debt amortization schedules). If we are unable to obtain any of these, the fee is expected to be up to \$34,000;
- 2. For the year ending December 31, 2022 the fee is expected to be \$31,000 and;
- 3. For the year ending December 31, 2023 the fee is expected to be \$32,250.

Additional Fees associated with the additional services previously summarized:

- 1. Our additional time estimated to assist in the implementation of GASB 87 will bill invoiced on an hourly basis of \$150-\$200/hour depending on the level of staff needed. Due to the number of leases the City has, we are unable to estimate the number of hours we expect to this take. However, we do not expect these fees to exceed \$10,000.
- 2. The additional fees that are expected to be incurred through the use of DebtBook are \$8,275.50.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the City or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City agrees that it will not make reference to us in any public or private securities or debt offering.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

Information Security - Miscellaneous Terms

Rea & Associates, Inc. is committed to the safe and confidential treatment of City of Sandusky proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Sandusky agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Sandusky information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Agreement

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

FINANCE DEPARTMENT



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

To: John Orzech, Interim City Manager

From: Michelle Reeder, Finance Director

Date: February 27, 2023

Subject: Commission Agenda Item – Approval to Sign into Agreement for Fuel Credit Card Services with

FleetCor Technologies Operating Company, LLC d.b.a. Fuelman of Atlanta, Georgia

<u>ITEM FOR CONSIDERATION:</u> Legislation approving the City Manager to sign into a twelve month agreement with FleetCor Technologies Operating Company, LLC d.b.a. Fuelman for Fuel Credit Card Services, with an option to extend the agreement one year at a time, not to exceed a total of three years.

BACKGROUND INFORMATION: During the late part of 2022, City staff issued a request for proposals so that interested firms in supplying a Vehicle Fuel Program could submit their proposals on what they could offer the City fleet, as far as, fuel discounts and services go.

The City received four proposals, of which were reviewed by a selection committee consisting of the Assistant City Manager, Fleet Maintenance Foreman and myself. Through the evaluation process it was determined that FleetCor Technologies Operating Company, LLC d.b.a. Fuelman provided the best and most favorable and advantageous proposal with service and fuel operating locations based upon technical ability, experience, qualifications, and price. Subsequently, they currently service the City in our fuel program, so we will experience a smoother transition, than if a different firm was chosen.

<u>BUDGETARY INFORMATION</u>: The costs for fuel purchases will be paid from each department's appropriate budget. Departments include, Police, Fire, City Manager, Code Compliance, Community Development, Engineering, Fleet, Horticulture, Municipal Court, Parks and Recreation, Water Plant (BIWW), Wastewater Treatment Plant, Water Distribution, Sewer Maintenance, Street, Building, and Transit.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared allowing the City Manager to sign into a twelve month agreement with FleetCor Technologies Operating Company, LLC d.b.a. Fuelman of Atlanta, Georgia, for Fuel Credit Card Services 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 execution of the agreement prior to the effective date of April 1, 2023.

I concur with this recommendation:	
John Orzech, Interim City Manager	Michelle Reeder, Finance Director

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

CERTIFICATE OF FUNDS

In the Matter of: Fuel Purchasing Agreement

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

Account #110, 216, 218, 433, 612 and 613

Michelle Reeder

Finance Director

Dated: 3/7/2023

ORDINA	NCE NO	O.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR FUELING SERVICES WITH FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC D.B.A. FUELMAN OF ATLANTA, GEORGIA, TO PROVIDE FUEL CREDIT CARD SERVICES FOR ALL CITY OWNED VEHICLES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has been utilizing FleetCor Technologies Operating Company, LLC d.b.a. Fuelman for fuel purchases for many years; and

WHEREAS, a request for proposals (RFP) was issued on October 6, 2022, for Fuel Credit Card Services for all City owned vehicles in which four (4) proposals were received and evaluated by a selection committee and based upon the proposer's technical ability, experience, qualifications, and price, it was determined the proposal of FleetCor Technologies Operating Company, LLC d.b.a Fuelman of Atlanta, Georgia, was the best and most favorable and advantageous to the City; and

WHEREAS, FleetCor Technologies Operating Company, LLC and the City desire to enter into this agreement to document the services to be provided, pricing, and terms and conditions for the fuel credit card services provided to the City; and

WHEREAS, the agreement is for a twelve (12) month period beginning April 1, 2023, and includes an option to be renewed up to two (2) additional successive twelve (12) month periods; and

WHEREAS, the cost for fuel purchases will be paid from each department's appropriate budget including Police, Fire, City Manager, Code Compliance, Community Development, Engineering, Fleet, Horticulture, Municipal Court, Parks and Recreation, Water Plant (BIWW), Wastewater Treatment Plant, Water Distribution, Sewer Maintenance, Street, Building, and Transit; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the Agreement prior to the effective date of April 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 Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

PAGE 2 - ORDINANCE NO. _____

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an

Agreement for Fueling Services with FleetCor Technologies Operating Company,

LLC d.b.a. Fuelman of Atlanta, Georgia, to provide fuel credit card services for all

City owned vehicles, a copy of which is marked Exhibit "A" and is attached to this

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

with such revisions or additions as are approved by the Law Director as not being

adverse to the City and as being consistent with carrying out the terms of this

Ordinance.

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

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

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

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

thereof.

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023



FleetCor Technologies Operating Company, LLC d.b.a. Fuelman (herein "FleetCor"), with offices at 3280 Peachtree Rd., Suite 2400, Atlanta, GA 30305, and the **City of Sandusky**, **Ohio** (herein "Customer"), with offices at 240 Columbus Ave., Sandusky, Ohio 44870 enter into this Agreement For Fueling Services, including the attached FleetCor (Fuelman) General Terms and Conditions for Use of Fleet Cards (together the "Agreement") on , 2023 (the "Effective Date").

RECITALS:

WHEREAS, Customer is a municipal corporation organized under the laws of the State of Ohio and the Charter of the City of Sandusky;

WHERAS, Customer issued a Request for Proposals (RFP) for Fuel Credit Card Services on October 6, 2022 (herein "RFP for Fuel Credit Card Services"), which FleetCor responded to and submitted response on October 27, 2022 (herein "FleetCor's RFP Response").

WHEREAS, Customer subsequently awarded the RFP to FleetCor as the most qualified respondent in letter dated November 30, 2022.

WHEREAS, FleetCor and Customer desire to enter into this Agreement to officially agree to the services to be provided, pricing, and terms and conditions for the fuel card program and fueling services provided by the Fuelman Fleet Card program provided to Customer by FleetCor.

WHEREAS, the RFP for Fuel Credit Card Services and FleetCor's RFP Response are considered a part of this Agreement and together form the basis of this Agreement, except as modified hereby.

NOW, THEREFORE, for valuable consideration, FleetCor and Customer agree to the foregoing Recitals and further agree as follows:

- 1. <u>Nature of Agreement</u>. FleetCor will provide Customer with fuel cards (Fuelman Network Cards) which will be used for the purchase of fuel by Customer through third party fuel marketers identified by FleetCor. FleetCor will provide Customer with an account(s) through the use of which Customer may access its fuel purchasing information and use as provided in this Agreement.
- 2. <u>Term and Termination</u>. The initial term of this Agreement begins on the Effective Date and will continue for twelve (12) months, thereafter the Agreement may renew as shall be mutually agreed for up to two (2) additional successive twelve (12) month periods. This Agreement may be terminated by either party upon the other party's breach of this Agreement which is not cured within sixty (60) days after receipt of notice of such breach. After the initial term, this Agreement may be terminated by either party for any reason with sixty (60) days written notice.
- 3. Services Provided and Costs. Services provided to Customer and associated cost include:
 - 3.1. Account Setup & Cards assistance with establishing card purchasing limits, exception reporting, and online account management and reporting access. Unless otherwise arranged, Cards are delivered "unlocked" via U.S. Mail and are ready to be distributed and used upon receipt. Account setup and the initial order of cards for a new account are provided at no charge.
 - **3.2.** Replacement Cards or Additional Cards Ordered Replacement cards or additional cards may be ordered via the online application, phone or in writing (customer service). Card replacements (including lost or stolen), additional cards and replacement of expiring cards shall be free of charge.
 - **3.3.** Expedited Card Shipping. Standard shipping of card orders is via U.S. Mail (free of charge). For expedited shipping, FleetCor's standard shipping rates shall apply (rates subject to change). Current rates are: 2nd Day Air \$25.00, Next Day Air \$35.00.
 - **3.4. Online Account Management** At no charge FleetCor shall provide assistance and training to use the online browser-based account management system. Access to the online system will be tailored to Customer's desired best practice for managing branch locations or departments. Customer will be able to establish secure logons that allow authorized card program administrators or managers to view existing cards, drivers, vehicles, purchasing limits; order new cards; lock existing cards or PINs; create new driver or vehicle IDs/PINs; and view/print/download fleet management reports or optional reports from the system, or download transaction data.
 - 3.5. Reporting At no charge FleetCor shall provide a Fleet Management Report for each Customer branch location at each billing interval to support the amounts invoiced on a consolidated invoice/statement. The system generated statement and fleet management reports are available on-line free of charge or may be delivered via email (pdf attachment or URL link). Upon request FleetCor will provide additional optional management reports or other advanced reporting (including electronic transaction data) from the system or FleetCor's data system. Optional reports or other advanced data reporting shall be delivered via the online account management system, email, or Secure File Transfer Protocol (SFTP).
 - 3.6. Card Purchasing Controls, Exceptions and Denial Alerts, Fraud Monitoring and Alerts. At no additional cost, and subject to merchant POS Authorization Limitations as defined in the attached Terms and Conditions, the Fuelman fleet card program will provide Customer ability to establish "Card Purchasing Controls" herein referred to as "Standard Parameter Controls", explained further below. Additionally, FleetCor provides Customer the ability to receive Exceptions and Denial Alerts, Exceptions Flagged in Reporting, and the system does employ Fraud Monitoring and Fraud Alert Notices, which are explained further below.
 - 3.6.1 Standard Parameter Controls. Cards may be configured to attempt to limit card usage and transaction amounts, for example, by limiting Vehicle/Card authorization to: maximum gallons or dollars per transaction, maximum gallons or dollars in a week, maximum number of transactions in a 24 hour period, limit card usage to certain days of the week, and times of day. Fuel grade restrictions can also be established, however fuel grade restrictions cannot be enforced in a typical retail Point-of-Sale (POS) transaction. Maximum non-fuel dollar limits for fleet supplies and fleet services can also be established, however these limits may or may not be enforceable subject to merchant POS authorization limitations. Cards are also configured to prompt for a valid driver identification number (ID) and an odometer reading at fueling locations prior to turning on the pump or completing a transaction inside the retail station. At most stations, fuel pumps can automatically shut off at a Card's transaction dollar limit. Transaction dollar limits are established using the vehicle/card's tank capacity gallons or weekly gallon limit, with gallon limits converted to dollar limits transmitted to the card accepting

station's POS system during the authorization process. Upon Customer's request, FleetCor will establish these Standard Parameter Controls, or Customer can establish these Standard Parameter Controls using the online system, as a means of assisting Customer in limiting purchase abuse and fraud. While FleetCor attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.

- 3.6.2 Exceptions and Denial Alerts and Exceptions Flagged in Reporting. Additionally, upon request FleetCor may establish the system to provide Customer "Exceptions Alerts" via email to designated program administrators for Customer, and Exceptions are also noted on Customer's Fleet Management Reporting provided at billing. An "Exception" occurs when one of the Standard Parameter Controls is exceeded or when a wrong fuel grade purchase occurs. A "Denial" occurs when an attempted transaction exceeded one of the Standard Parameter Controls and the system denied or declined the transaction. Exceptions Alerts and exceptions noted on reporting provide valuable tools to assist Customer in identifying purchase abuse and fraud. Denials help block violations of Customer's established fueling policies established through the Standard Parameter Controls and help stop losses due to abuse of the cards or fraud, and they provide Customer ability to identify personnel that need additional training on use of the card program.
- 3.6.3 Fraud Monitoring and Fraud Alerts. The Fuelman transaction processing system utilizes an enhanced fraud monitoring system to monitor transactions for fraud. The system utilizes fraud models and business rules to help defend against fraud such as card-skimming and counterfeiting. If suspected fraudulent activity is identified, the system may automatically send, or FleetCor fraud analysts working flagged transactions may send Fraud Alert Email Notices via email to the designated Customer fleet contact on the account. It is important that Customer make sure the designated contact person(s) on the account(s) are accurate for sake of receiving these alerts. The Customer fleet contact person will need to reply to such notices acknowledging whether the transaction is legitimate, then actions will be taken to immediately lock the card and order replacement. Upon request, additional enhanced authorization controls (business rules) are available for implementation, such as geographic restrictions to limit card use from certain States. FleetCor does not guarantee that its fraud monitoring solution, enhanced authorization controls or standard parameter controls and exception reporting will detect, identify and stop all fraud, therefore it is Customer's responsibility to utilize Fuelman reporting or transaction data we provide to review and monitor card use. Customer is responsible for requesting locking of cards identified as being used fraudulently or suspected being used for non-Customer purchases.
- **3.7.** Customer Support At no charge FleetCor will provide professional fleet purchasing card service representatives that are available during regular business hours to assist with major account changes and inquiries such as: adding a location or authorized user; changing card controls; credit limit inquiries or requests for credit limit increases, changing exception reporting, or normal card and PIN ordering. After hours, the Fuelman Customer Service Call Center will be available at 1-800-877-0800.
- **3.8. 24x7 Toll Free Authorization Assistance** At no charge FleetCor will provide 24x7 voice authorization assistance for Cardholders or Merchants through a toll free Help Desk call center (1-800-877-9013).
- 4. <u>Price of Services</u>. FleetCor agrees to price fuel to Customer based on an OPIS-based wholesale cost (indexed) pricing formula. Subject to the Never below FleetCor's Cost pricing exception/ deviation defined below, FleetCor hereby proposes that the price for fuel products purchased by Customer will be equal to the **sum of the items listed below**:
 - a) Applicable terminal/rack refiner price (branded or unbranded) as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. OPIS is an independent company that tracks and provides refiner terminal rack prices to re-sellers by Rack Market.
 - Note: Rack Market refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up. Erie County, Ohio retail locations typically pull their product from either the Toledo, OH rack or Lorain, OH rack, however the applicable rack for pricing may vary if Customer travels out of the area.
 - b) Freight rate (Fuel Delivery to Retail Acceptance Sites). Freight rates vary by location based on applicable transportation costs per gallon provided to FleetCor by the card accepting merchant (including any dealer rate adjustments).
 - c) All applicable taxes (Tax Exempt Billing further clarified herein).
 - d) FleetCor's cost plus service fee or mark-up (margin) per gallon shall be as follows by fuel product:

Unleaded Gasoline	\$ 0.120	Premium Gasoline	\$ 0.120
Mid Grade Gasoline	\$ 0.120	Diesel Fuel	\$ 0.160

- **4.1** Never Below FleetCor's Cost (Pricing Exception/Deviation). FleetCor reserves the right to never bill the Customer for any purchase at an off-site retail/ commercial location at a price below FleetCor's cost to settle with the card accepting Merchant and in the event that the City's OPIS Index based price (including markup and all merchant taxes) calculates to be below FleetCor's cost to settle with the Merchant, FleetCor's cost shall apply.
- 4.2 Tax Exempt Billing. FleetCor shall provide tax exempt billing to Customer to the extent allowed by the Federal and State Government. Currently FleetCor is only allowed to exempt the Federal motor fuel excise tax which is \$0.183 per gallon for gasoline and \$0.243 per gallon for diesel fuel. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor Tax department to maintain tax exempt status. Current federal and State taxes (rates subject to change) that cannot be exempted for transaction in Ohio are as follows:

	Gasoline Non- Exempt Tax Rate	Diesel Non-Exempt Tax Rate Per
	Per Gallon	Gallon
Federal LUST Tax	\$0.0010	\$0.0010
Federal Oil Spill Liability Tax	\$0.0021	\$0.0021
State of Ohio Gasoline or Diesel Tax	\$0.3850	\$0.4700
Ohio Petro Activity Tax – Gas or Diesel	\$0.02196	\$0.02745
TOTAL NON-EXEMPT TAX	\$0.41006	\$0.50055

- 5. <u>Payment Terms</u>. Customer agrees to be billed **Weekly** and pay the full statement amount within **Thirty (30)** days of the FleetCor Statement date either by check or online bill pay.
- **6.** <u>Notices.</u> All written notices or other communications under this Agreement shall be deemed duly given when made in writing and delivered in hand, or upon receipt when properly addressed return-receipt-requested and delivered by United States Postal Service or other delivery service to the following addresses:

Customer: City of Sandusky

John Orzech, Interim City Manager

240 Columbus Ave Sandusky, OH 44870 419-627-5846

jorzech@cityofsandusky.com

FleetCor: FleetCor Technologies Operating Company, LLC

543 Cox Road, Suite C-2 Gastonia, NC 28054 Attn: Mark Roberts Phone: (704) 853-2662 Mobile: (704) 674-6848

Email: markroberts@fleetcor.com

Copy to: City of Sandusky

Michelle Reeder, Finance Director

240 Columbus Ave Sandusky, OH 44870 419-627-5776

mreeder@cityofsandusky.com

Copy to: FleetCor Legal Department

3280 Peachtree Road, Suite 2400

Atlanta, Georgia 30305

This Agreement sets forth the complete understanding of FleetCor and Customer with respect to the matters herein, and supersedes any agreements between the parties prior to the Effective Date.

Agreed	and	accepted:
Agreed	and	accented:

FLEETCOR TECHNOL	OGIES OPERATING
COMPANY, LLC d.b.a.	FUELMAN

CITY OF SANDUSKY, OHIO

Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Date		Date	

FLEETCOR (FUELMAN) GENERAL TERMS & CONDITIONS FOR USE OF FLEET CARDS

1.1 Security, Loss, Theft, or Unauthorized Use of Card.

- 1.1.1 General Security. Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.
- 1.1.2 Fuelman's Liability. In the event of an unauthorized Transaction occurs, Fuelman assumes full responsibility for said unauthorized Transaction if the Customer has complied with the responsibilities set forth in paragraphs 1.1.3 and 1.1.4. Fuelman will immediately suspend or terminate the use of a Card if the Customer notifies Fuelman of the fact that it is either: a) a lost or stolen card; or b) it is a card that the Customer has identified being used for non-Customer use purchases (i.e. suspected fraudulent transactions) in accordance with 1.1.4.
- Customer's Responsibility. It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which the Customer is fully responsible for payment, until the Customer has notified Fuelman of a lost or stolen card, or a card suspected to have been used for non-Customer use purposes in accordance with the terms of 1.1.4. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.
- Lost or Stolen Cards. The Customer shall report all lost or stolen Cards, or Cards that the Customer has identified as being used for non-Customer purposes, to Fuelman immediately via phone call or email to Fuelman's Customer Service Department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by the Customer at the time of the report. The Customer shall be liable for all Transactions made by the Card only until midnight of the day that Fuelman receives the Customer's notice that the Card is lost, stolen or is suspected of being abused for non-Customer purposes. Notice includes, but is not limited to, contact with Fuelman via email, facsimile, or a phone call to Fuelman Customer Service. After normal operating hours for Fuelman Customer Service, and on weekends and holidays, the Customer must provide notice by calling the Fuelman 24 Hour Helpdesk (1-800-877-9013). The Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.
- **1.1.5 Terminated Drivers.** It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.
- 1.1.6 Merchant Limitations. The personnel (if any) at a Merchant Location are not the agents or employees of Fuelman and Fuelman shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.
- **1.1.7 POS Authorization Limitations.** Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent

- unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.
- 1.1.8 Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim.

1.2 Account Administration and Card Issuance.

- 1.2.1 Credit Limit. Upon receipt of notice of award of Bid/contract and signed credit applications from Customer, Fuelman will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on Fuelman's evaluation of the Customer's creditworthiness. The initial Credit Limit has already been established (for existing older accounts already using Fuelman). Fuelman reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the Bid or this response to Bid.
- 1.2.2 Administration of Cards. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See sections 1.1.3 and 1.1.4 for more information regarding Customer responsibilities.
- 1.2.3 Cancellation of Cards. If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify Fuelman via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that Fuelman receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.
- 1.2.4 Account Administration (Contact Persons). To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and Fuelman, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.
- 1.2.5 Suspension of Cards. Fuelman, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate Fuelman to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.
- **1.2.6** Suspension of Account. Fuelman, at its sole discretion, may suspend or terminate the use of an Account at any time for any reason, including, but not limited to, inactivity, unusual activity, change in creditworthiness, late payment (excessive days beyond terms), aggregate

occasioned or caused by circumstances beyond its control.

outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

1.3 Payments.

- 1.3.1 Applying Payments. Fuelman uses a "balance-forward" based accounting system. Therefore, all payments made by Customer to Fuelman will be applied accordingly against the outstanding amount due at the time the payment is received. Subject to applicable law, we will apply and allocate payments and credits among balances owed by Customer (whether for purchases, fees, interest, or otherwise) in any order and manner determined by Fuelman in its sole discretion. Customer agrees that Fuelman has the unconditional right to exercise this discretion in a way that is most favorable or convenient to Fuelman.
- **1.3.2 Payment Methods/Remittance Advice.** By the Due Date specified on FleetCor's Invoice/Statement to Client, Client will submit payment by valid check or other payment method described below equal to the accumulated balance of the Account for the previous Billing Cycle. All remittances should include the complete Bill Group (BG) account number in order to be processed. Checks paying multiple BG account numbers should include a check stub or remittance advice listing all BG account numbers being paid including amount for each. Failure to include the complete BG account number(s) shall delay payment posting which might cause the account to be considered delinquent. Additional payment methods include:
- 1.3.3 Electronic Payment Option (EFT Pull by FleetCor). To ensure that no late fees or finance charges occur, FleetCor offers the option for client to use Electronic Funds Transfer payment method that will be set to occur on the due date. Client must submit an EFT Authorization form with voided check to establish this payment option. This payment option is Free of Charge.
- **1.3.4 Web-based Payment Option (Using BillTrustTM).** Another payment option available for Customer to ensure payments are received by due dates, FleetCor offers the option for client to use an Internet based web payment method powered by BillTrustTM, FleetCor's on-line payment processing partner. Customer would initiate payments on-line using instructions that will be provided by FleetCor upon request by Customer.
- **1.3.5 Payment by Phone.** By the Due Date, Fuelman will initiate, at Client's request, payment by phone. Fuelman reserves the right to charge a fee of twenty five (\$25) for each payment by phone.
- **1.3.6** Late Payments. All payments made by Customer to Fuelman that are not received by the Due Date are considered late.
- **1.3.7 Insufficient Funds.** If a check, credit card charge, or EFT/ACH is returned or denied, Fuelman reserves the right to charge Insufficient Funds Fee equaling the lesser of fifty dollars (\$50) or the maximum amount allowable by applicable law for each occurrence.

1.4 Limitation of Liability.

THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

1.5 Force Majeure.

FleetCor shall not be liable for failure to perform when such failure is



DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: February 27, 2023

Subject: Commission Agenda Item – Permission to Bid the East Water Street Resurfacing

Project ERI-CR503-0.81 (Water St) PID 113958

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City to accept bids for the East Water Street Resurfacing Project ERI-CR503-00.81 (Water St) PID 113958

This project will provide for improvements to East Water Street from Franklin Street to Meigs Street, including milling of existing pavement, resurfacing with intermediate and surface courses of asphalt, full depth and partial depth base repairs, curb and gutter improvements, multi-use path, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps, drive aprons, landscaping, crosswalks, signage, 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 \$886,594.80. ODOT will fund \$474,477.00. The City's share of \$412,117.80 will be funded with

MPO/Federal Funds \$474,477.00

Capital Projects Funds (Issue 8 – Streets) \$ 51,594.80 Capital Projects Funds (Sandusky Bay Pathway) \$200,000.00

American Rescue Plan Act Stimulus Funds \$160,523.00

Total \$886,594.80

<u>ACTION REQUESTED</u>: It is recommended that the proper legislation be approved accepting bids for the East Water Street Resurfacing Project, ERI-CR503-00.81 (Water 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 April 20, 2023.

I concur with this recommendation:

John Oversch Interine City Manager

John Orzech, Interim City Manager

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

RESOLUTION N	Ю.
INESCED HOLD IN	·

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED EAST WATER 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 City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the East Water Street Resurfacing Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 009-20R, passed on March 23, 2020; and

WHEREAS, the City Commission approved an agreement for professional services with K.E. McCartney & Associates, inc. of Mansfield, Ohio, for contract Administration and Inspection Services for the East Water street Resurfacing Project by Ordinance No. 23-029, passed on February 13, 2023; and

WHEREAS, the East Water Street Resurfacing Project will provide for improvements to East Water Street from Franklin Street to Meigs Street and includes milling of existing pavement, resurfacing with intermediate an surface courses of asphalt, full depth and partial depth base repairs, curb and gutter improvements, multi-use path, adjustments to manholes, monument boxes and water value boxes, ADA curb ramps, drive aprons, landscaping, crosswalks, signage, and pavement markings; and

WHEREAS, the estimated cost of construction is \$886,594.80 and will be paid as follows:

MPO/Federal Funds	\$474,477.00
Capital Projects Funds (Issue 8 - Streets)	\$ 51,594.80
Capital Projects Funds (Sandusky Bay Pathway)	\$200,000.00
American Rescue Plan Act Stimulus Funds	\$160,523.00
Total	\$886,594.80

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 April 20, 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

PAGE 2 - RESOLUTION NO._____

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 Water Street Resurfacing Project (ERI-CR503-

00.81, PID No. 113958) 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 Water 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 Water 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: March 13, 2023

DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: February 28, 2023

Subject: Commission Agenda Item – Award the Ultraviolet (UV) Disinfection Refurbishment

Project to Great Lakes Construction Co. of Hinckley, Ohio

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to award a contract to The Great Lakes Construction Company (GLC) of Hinckley, Ohio for the Ultraviolet Disinfection Refurbishment project.

<u>BACKGROUND INFORMATION</u>: A bulletin from March 2021 from TrojanUV, the manufacturer of the ultraviolet disinfection system employed at the wastewater pollution control plant indicated that certain parts would no longer be reproduced for the TrojanUV 4000 equipment after July 31, 2022. While this was not an all-inclusive list of parts and some are still available, it is imperative that the City replace the existing system with a new model that can be properly maintained. This project includes replacement of the existing system and some channel alterations to accommodate the new equipment

The following two bids were received on Tuesday, February 21, 2023, and opened just after 1:30 PM at a public bid opening:

The Great Lakes Construction Co. \$2,630,156.00 Hinckley, OH 100% Bid Bond

ABC Piping Co \$5,183,347.00 Brooklyn Heights, OH 100% Bid Bond

Stantec reviewed all bids and recommended award totaling \$2,630,156.00 to The Great Lakes Construction Co. as the lowest and best bidder. The engineer's estimate was \$4,825,000.00. Substantial completion is March 1, 2024 with final completion in May 30, 2024.

As a stakeholder at the Water Pollution Control Plant and being partially responsible for project payment, Erie County has been invited to project meetings and was provided a set of plans.

<u>BUDGETARY INFORMATION</u>: The total construction cost of the project shall not exceed \$2,630,156.00 and will initially be paid with Sewer Funds. The City has submitted a formal application for reimbursement from the Water Pollution Control Loan Fund (WPCLF) program through the 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, Erie County will be responsible for paying their share of this project, including design and inspection which is 46.18%, pursuant to the Sewer Services Agreement.

<u>ACTION REQUESTED:</u> It is recommended that the proper legislation be prepared authorizing a contract to The Great Lakes Construction Co. of Hinckley, OH for construction of the Ultraviolet Disinfection Refurbishment project under suspension of the rules and in full accordance with Section 14 of the City Charter to have the new equipment operational by the disinfection season in the spring of 2024.

I concur with this recommendatio

John Orzech
Interim City Manager

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



February 27, 2023 File: 173410930

Attention: Aaron Klein City of Sandusky Director, Public Works 240 Columbus Ave Sandusky, OH 44870

Dear Mr. Klein,

Reference: Sandusky WPCP UV Disinfection Refurbishment Project Bid Evaluation

The City of Sandusky received two (2) sealed bids for the above referenced project on February 21, 2023, which were opened and read publicly. The bid submission included forms specific to the WPCLF process in addition to the bid form.

Bid Price Evaluation:

A summary of the bids received, listed from apparent lowest to highest bid, is as follows:

Bidder	Ap	parent Total Bid	% Difference vs EOPCC - \$4.88 M
Great Lakes Construction Co.	\$	2,630,156.00	-46.0
ABC Piping Co.	\$	5,183,347.00	+6.2
Average	\$	3,906,751.50	-19.9

Based on the bids, the apparent low bidder is The Great Lakes Construction Company (GLC). No mathematical errors were identified in GLCs bid. In addition, the contract stipulated cap limits for Bid Item 7 (Mobilization <5%) which was complied with.

A comparison of GLC's prices was performed against the EOPCC and the other bidder. The following was noted:

- 1. Bid Item 2 UV Disinfection Equipment: GLC's bid of \$1,339,000 is \$1,061,000 lower than the EOPCC and \$661,000 less than the other bidder. On a percentage basis, this item is 20% lower than the average of all bids.
- 2. Bid Item 3 UV Channel Modifications: GLC's bid of \$384,000 is \$616,000 lower than the EOPCC and \$679,500 less than the other bidder. On a numerical basis, this is the largest difference between the bidders. On a percentage basis, this item is 47% lower than the average of all bids.
- 3. Bid Item 4 Flume Replacement: GLC's bid of \$44,000 is \$106,000 less than the EOPCC and \$305,000 less than the other bidder. This is a difference of -78% from the average of all bids.

February 27, 2023 Aaron Klein Page 2 of 2

Reference: Sandusky WPCP UV Disinfection Refurbishment Project Bid Evaluation

- 4. Bid Item 5 Effluent Pump VFD Replacement: GLC's bid of \$224,000 is \$74,000 more than the EOPCC and \$169,000 less than the other bidder. This is a difference of -27% from the average of all bids.
- 5. Bid Item 6 System Integration and Programming: GLC's bid of \$80,000 is \$120,000 lower than the EOPCC and \$139,000 lower than the other bidder. On a percentage basis, this item is 46% lower than the average of all bids.

Qualifications

Stantec is familiar with GLCs work on numerous recent projects and believes them to be knowledgeable and qualified to perform the work for the Sandusky WPCP UV Disinfection Refurbishment Project. Furthermore, GLC is under contract to do the High-Rate Treatment (HRT) project at the plant which has an overlapping timeline.

DBE Participation

GLC included forms specifying work to be performed by MBE and WBE within 72 hours of the bid opening. GLC specified a total of \$37,000, amounting to 1.41% of total bid, to be performed by KLE Construction and Safeguard Associates, both Cleveland-based MBE's, which satisfies the WPCLF goal of 1.3% MBE. GLC also specified a total of \$29,424, amounting to 1.12% of total bid, to be performed by Timeline Photography LLC, Norwood Hardware, and Mars Electric, which satisfies the WPCLF goal of 1.0% WBE.

Recommendation to Award:

Stantec evaluated the entire bid package from The Great Lakes Construction Co. as provided by the City. Based on their low bid and Stantec's review of the WPCLF requirements, The Great Lakes Construction Co. appears to be the lowest and best bidder. As such, we recommend that the Sandusky WPCP UV Disinfection Refurbishment Project be awarded to The Great Lakes Construction Co.

Regards,

STANTEC CONSULTING SERVICES INC.

Isabelle Hammer, PE Project Manager Phone: (216) 298-0603 isabelle.hammer@stantec.com

CERTIFICATE OF FUNDS

In the Matter of: Great Lakes Construction – UV Disinfection Project

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

Account #613-5443-55990

Michelle Reeder

Finance Director

Dated: 3/7/2023

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GREAT LAKES CONSTRUCTION CO. OF HINCKLEY, OHIO, FOR THE ULTRAVIOLET (UV) DISINFECTION REFURBISHMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City received a bulletin in March 2021 from TrojanUV, the manufacturer of the ultraviolet disinfection system employed at the wastewater pollution control plant, indicating that certain parts would no longer be reproduced for the TrojanUV 4000 equipment after July 31, 2022, and therefore, it is imperative that the City replace the existing system with a new model that can be properly maintained; and

WHEREAS, the Ultraviolet (UV) Disinfection Refurbishment Project involves the replacement of the Trojan UV4000 system with the newest Trojan model, TrojanUV Signa, which has a slightly different footprint requiring modifications to the channel and incorporated Parshall flume entering the disinfection building where the effluent flow is metered for permit compliance and includes instrumentation, controls, and electrical upgrades, as well as a new variable frequency drive for the effluent pumping system at the Plant; and

WHEREAS, the City Commission approved an amendment to the agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the Mills Street High Rate Treatment Project, which included detailed design and preparation of bidding documents for the Ultraviolet (UV) Disinfection Refurbishment Project, by Ordinance No. 22-047, passed on March 14, 2022, and subsequently approved a Second Amendment to the agreement for additional services, which included construction administration for the Ultraviolet (UV) Disinfection Refurbishment Project by Ordinance No. 23-006, passed on January 9, 2023; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Ultraviolet (UV) Disinfection Refurbishment Project by Resolution No. 004-23R, passed on January 23, 2023; and

WHEREAS, the City Commission authorized the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment by Resolution No. 001-23R, passed on January 23, 2023; and

WHEREAS, upon public competitive bidding as required by law, two (2) appropriate bids were received and the bid from Great Lakes Construction Co. of Hinckley, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the consultant, Stantec Consulting Services, Inc. reviewed the bids and recommends awarding the contract to Great Lakes Construction Co. and the Director of Public Works agrees with this recommendation; and

WHEREAS, the total construction cost of this project, based on bid, is \$2,630,156.00 and these costs will initially be paid with Sewer Funds as the City has applied for a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) to finance the project and the City will receive partial reimbursement from Erie County pursuant to the Sewer Services Agreement; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to have the new equipment operation by the disinfection season in the spring of 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of 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 Great Lakes Construction Co. of Hinckley, Ohio, for the Ultraviolet (UV) Disinfection Refurbishment Project, in an amount **not to exceed** Two Million Six Hundred Thirty Thousand One Hundred Fifty-Six and 00/100 Dollars (\$2,630,156.00) consistent with the bid submitted by Great Lakes Construction Co. of Hinckley, 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.

PAGE 3 - ORDINANCE NO.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

DEPARTMENT OF PUBLIC WORKS



cc:

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

To: John Orzech, Interim City Manager

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

Date: February 27, 2023

Subject: Commission Agenda Item – Professional Service Agreement with West Erie Realty

Solutions, LTD. for Appraisal Review Services on the Cleveland Road Safety

Improvement Project (ODOT PID 114056)

ITEM FOR CONSIDERATION: Legislation for approval to sign into a Professional Design Services Agreement with West Erie Realty Solutions, LTD of Toledo, Ohio for the Cleveland Road Safety Improvement Project.

BACKGROUND INFORMATION: With the upcoming Cleveland Rd. safety project, property will need acquired for the public roadway widening and intersection improvements at Cleveland Rd. and Cedar Point Drive. As a part of the ODOT process for property acquisition, a 3rd party appraisal review is required to be performed. City staff has prior experience using West Erie Realty on other projects and know of their competence to perform such work. They have been selected as a firm with real estate specialty qualifications through the Engineering Departments annual solicitation of professional firms, based on their professional expertise and technical ability and has successfully performed similar tasks for the City in the past.

BUDGETARY INFORMATION: The not to exceed cost is \$47,650.00. The funding split is 5% City and 95% Ohio Department of Transportation (ODOT) through the Safety Funds.

ODOT Highway Safety Improvement Program Funds (4HJ7) and (4BC7) \$45,267.50 Major Infrastructure Funds (Streets) \$ 2,382.50

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared approving a Professional Service Agreement with West Erie Realty Solutions, LTD. of Toledo, Ohio for Appraisal Review Services as part of the Cleveland Road Safety Improvement Project 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 property acquisition prior to the final plan sets and bidding in spring of 2024.

I concur with this recommendation:	
John Orzech Interim City Manager	Aaron Klein Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: West Erie Realty Solutions-Cleveland Road Appraisal Review

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 #216-6120-55990

By: Wichell Reed

Michelle Reeder

Finance Director

Dated: 3/7/2023

ORDINANCE N	10.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH WEST ERIE REALTY SOLUTIONS, LTD. OF TOLEDO, OHIO, FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved and authorized the submission of an application to the Ohio Department of Transportation for financial assistance through the Highway Safety Improvement Program (HSIP) for the Cleveland Road Roundabout and Safety Improvement Project by Resolution No. 013-20R, passed on April 13, 2020; and

WHEREAS, the proposed Cleveland Road Safety Improvement Project involves improvements to Cleveland Road (S.R. 6), primarily between Sycamore Line and Remington Avenue, including signal improvements, sidewalks, extending turn lanes and includes construction, environmental, surveying, geotechnical, acquisition, and inspection as well; and

WHEREAS, West Erie Realty Solutions, Ltd. was selected as the top-ranked firm for the Cleveland Road Safety Improvement Project through the Annual Request for Statements of Qualifications (SOQ) for Services process based on the firm's professional expertise and technical ability necessary to complete the required tasks and has successfully performed similar tasks for the City in the past; and

WHEREAS, West Erie Realty Solutions, Ltd. will be providing professional services including appraisal and relocation reviews for the Cleveland Road Safety Improvement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional services is \$47,650.00 of which \$45,267.50 (95%) will be paid with Highway Safety Improvement Program (HSIP) funds through the Ohio Department of Transportation (ODOT) and the remaining balance of \$2,382.50 (5%) will be paid with Major Infrastructure Street 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 for property acquisition prior to the final plan sets and bidding in the spring of 2024; and

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

PAGE 2 - ORDINANCE NO. _____

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

THAT:

Section 1. The City Manager is authorized and directed to enter into

Agreement No. 38734 with West Erie Realty Solutions Ltd. of Toledo, Ohio, for

Professional Services for the Cleveland Road Safety Improvement Project (PID

114056), substantially in the same form as attached to this Ordinance, marked

Exhibit "1", and specifically incorporated as if fully rewritten herein, together with

any revisions or additions as are approved by the Law Director as not being

substantially adverse to the City and consistent with carrying out the terms of this

Ordinance, at an amount not to exceed Forty Seven Thousand Six Hundred Fifty

and 00/100 Dollars (\$47,650.00).

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

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

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

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

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

City of Sandusky

38734

This Agreement No. 38734 instated on the _	of	, 2023 by and between the
City of Sandusky, hereinafter referred to as	the City, and West	Erie Realty Solutions, hereinafter
referred to as the Consultant, with an office	located at 323 Lafa	yette St, Toledo, OH 43604.

WITNESSETH

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform Right of Way Acquisition services as authorized by the City for multi-intersection improvement project in Erie County, Ohio, identified as ERI-US 6-9.07.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

(a) Signed original transmittal letter and invoice (IPS).

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Right of Way Acquisition Services

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed forty-seven thousand, six-hundred and fifty dollars (\$47,650). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

West Erie Realty Solutions LTD		
Work Item	Unit	Compensation Per Each
PM Appraisal Review	Each	\$250
Appraisal Review	See attached	\$37,400 (total)
PM Relocation Review	Each	\$500
Relocation Review	Each	\$2,500

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (https://budget.ohio.gov/TravelRule).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, signing parties expressly understand that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of the Consultant and the signature of the Contracting Authority of LPA (County Engineer/City Engineer/etc.).

	West Erie Realty Solutions
	Title: Greg R. Vriezelaar, President.
	City of Sandusky
EXHI	Title: John Orzech, Interim City Manager
APPROVED AS TO FORM:	
By:	
Title:	

PROPOSAL & AGREEMENT – Review Services



ERI-6-9.07, PID 114056

October 12, 2022- The following fee proposal is based on information provided to West Erie by the City of Sandusky and ORC.

1. Project Management (Appraisal Review) - 19 parcels @ \$250.00 per	
2. Appraisal Review – (SEE ATTACHMENT)	ny
3. Project Management (Relocation Review) - 2 parcels @ \$250.00 per parcel	
4. Relocation Review – (2) Commercial Relocation @ \$2,500.00 per parcel	



Respectfully submitted by: West Erie Realty Solutions, Ltd. 323 Lafayette Street Toledo, Ohio 43604 Proposal Accepted By: City of Sandusky

Greg R. Vriezelaar President Date: October 12, 2022 Joshua R. Snyder, PE, CPSWQ

Public Works Engineer

Date:

Subject: RE: Appraisal Review Services - West Erie Realty Solutions, Ltd. Date: Monday, October 10, 2022 at 2:25:37 PM Eastern Daylight Time

From: Kevin Schroeder To: Greg Vriezelaar

Attachments: image007.png, image009.jpg, image010.jpg, image011.png, image012.png, image013.png,

image014.png, image020.jpg, image022.jpg, image028.png, image029.png, image030.png, image031.png, image032.jpg, image033.jpg, image034.png, image035.png, image036.png,

image037.png

Greg,

Based on the revised appraisal formats provided by OR Colan, our proposed appraisal review fees are as follows:

Parcel 16 = \$300 (VA Review)

Parcel 18 = \$300 (VA Review)

Parcel 23 = \$300 (VA Review)

Parcel 51 = \$7,500 (Narrative Review)

Parcel 52 = \$300 (VA Review)

Parcel 53 = \$3,600 (Narrative Review)

HIBIT "A Parcel 54 = \$3,600 (Narrative Review)

Parcel 55 = \$300 (VA Review)

Parcel 56 = \$600 (VF Review) (Tax Parcel 57-00771.000)

Parcel 56A = \$600 (VF Review) (Tax Parcel 57-05722.000)

Parcel 57 = \$3,600 (Narrative Review) (Tax Parcel 57-01467.000)

Parcel 57A = \$300 (VA Review) (Tax Parcel 57-05026.000)

Parcel 60 = \$3,600 (Narrative Review)

Parcel 96 = \$300 (VA Review)

Parcel 100 = \$300 (VA Review)

Parcel 105 = \$3,600 (Narrative Review)

Parcel 107 = \$600 (VF Review)

Parcel 109 = \$3,600 (Narrative Review)

Parcel 113 = \$300 (VA Review)

19 Appraisal Scoping Checklists (ASC's) @ \$200 / each = \$3,800

Total = \$37,400

With the exception of Parcel 51, the above fees are based on ODOT's current Fee Guidance. Parcel 51 falls outside of ODOT's Fee Guidance due to it's complex uses and the proposed takes involving the parcel.

Thanks,

Kevin P. Schroeder

Vice President

Martin + Wood Appraisal Group, Ltd.

Corporate Office
43 S. St. Clair Street
Toledo, Ohio 43604
419.241.4998 (Office)
567.420.1031 (Direct)
419.265.0915 (Cell)
419.241.5932 (Fax)
kschroeder@martin-woodappraisal.com
www.martin-woodappraisal.com



From: Greg Vriezelaar <gregv@WestErieRealty.com>

Sent: Monday, September 26, 2022 12:41 PM

To: Kevin Schroeder < KSchroeder@martin-woodappraisal.com>

Subject: FW: Appraisal Review Services - West Erie Realty Solutions, Ltd.

Kevin,

The City of Sandusky has requested a cost proposal from West Erie for appraisal and relocation review services. ORC is completing the work through Structure Point. They provided ORC's cost proposal to show the proposed formats, etc.

Please provide me your fees.

Thanks,





DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

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

Date: February 27, 2023

Subject: Commission Agenda Item – Professional Design Services Agreement with Chagrin

Valley Engineering for the East Cleveland Road, (US RTE 6) Sidewalk, Curb & Drainage

Project

<u>ITEM FOR CONSIDERATION:</u> Legislation for approval to enter into a Professional Design Services Agreement with Chagrin Valley Engineering of Cleveland, Ohio for design services on the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage project.

BACKGROUND INFORMATION: The project consists of installing curbing, drainage and sidewalks, as needed along the South side of East Cleveland Rd., between Harbour Pkwy and East Shoreway Dr. This segment will mirror the larger ODOT safety project in work scope and goals. Staff felt this was a priority for this corridor as the Eastern Gateway to the City. Furthermore this will extend connectivity to the soon-to-be installed Sandusky Bay pathway segment which will connect from East Shoreway Drive to the Cedar Point Sports Center, tying in multiple businesses and hotels on this side of Cleveland Rd. Construction of this project would take place after the larger ODOT Safety funded project, so it's most likely to begin in 2025.

A request for Qualifications (RFQ) for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage project directed interested consultants to submit qualifications to the Department of Public Works no later than November 15, 2022. Six (6) qualification packages were received and evaluated by a selection committee and the firm with the highest score was to be selected.

After the firms were scored, City staff determined Chagrin Valley Engineering was the most qualified and was ranked number one because based on their relevant project experience, professional expertise and past success with similar projects. A Scope of Services (SOS), dated January 12, 2023, and an agreement for professional design services, is attached to the legislation.

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$139,757, paid with capital projects fund.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared to enter into Professional Design Services Agreement with Chagrin Valley Engineering of Cleveland, Ohio for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so that the design work can begin immediately and the City can proceed with bidding and construction at the end of 2023.

I concur with this recommendation:		
John Orzech Interim City Manager	 Aaron Klein Director	

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

CERTIFICATE OF FUNDS

In the Matter of: Chagrin Valley Engineering - Cleveland Rd Sidewalk, curb, drainage project

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

Account #431-6500-55990

BY: Wertelle Kledh

Michelle Reeder

Finance Director

Dated: 3/7/2023

ORDINANCE N	NO.	

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH CHAGRIN VALLEY ENGINEERING OF CLEVELAND, OHIO, FOR THE EAST CLEVELAND ROAD (US RTE 6) SIDEWALK, CURB & DRAINAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project consists of installing curbing, drainage, and sidewalks, as needed along the south side of East Cleveland Road, between Harbour Parkway and East Shoreway Drive, which will mirror the larger Ohio Department of Transportation's safety project in scope of work and goals, and this corridor is a priority for the Eastern Gateway to the City, and furthermore, this project will extend connectivity to the soon-to-be installed Sandusky Bay Pathway segment which will connect from East Shoreway Drive to the Cedar Point Sports Center, tying in multiple businesses and hotels on the north side of Cleveland Road; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project in which six (6) submittals were received, evaluated and ranked by a selection committee and based upon the firm's experience, professional expertise and knowledge, and past success with similar projects, it was determined Chagrin Valley Engineering of Cleveland, Ohio, was the most qualified; and

WHEREAS, Chagrin Valley Engineering will be providing professional design services for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the total cost of the professional design services is \$139,757.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the design work to begin and the City can proceed with bidding and construction at the end of 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 an agreement with Chagrin Valley Engineering of Cleveland, Ohio, for Professional

PAGE 2 - ORDINANCE NO. _____

Design Services for the East Cleveland Road (US RTE 6) Sidewalk, Curb & Drainage

Project substantially in the same form as attached to this Ordinance, marked

Exhibit "1", and specifically incorporated as if fully rewritten herein, together with

any revisions or additions as are approved by the Law Director as not being

substantially adverse to the City and consistent with carrying out the terms of this

Ordinance, at an amount **not to exceed** One Hundred Thirty-Nine Thousand Seven

Hundred Fifty-Seven and 00/100 Dollars (\$139,757.00).

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

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

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

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

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of _______, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Chagrin Valley Engineering (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name: East Cleveland Road, (US RTE 6) Sidewalk, Curb & Drainage Project

Director of Public Works:

Address:

Aaron Klein, P.E. Department of Public Works

City of Sandusky 240 Columbus Ave

Sandusky, Ohio 44870

Architect/Engineer:
Contact:

Address:

Chagrin Valley Engineering
Chris Preto

Chris Preto

22999 Forbes Road, Suite B Cleveland, OH 44146-5667

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. <u>Architect/Engineer's Services</u>

1.1.1. <u>Scope of Services; Applicable Law.</u> The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable

Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

- 1.1.2. <u>Timeliness; Standard of Care</u>. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3. <u>Non-Discrimination</u>. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.
- 1.1.5. <u>Ethics Laws</u>. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.6. <u>Limitation of Authority</u>. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

- **4.1.** Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.
- **4.2.** <u>Instructions to Contractors.</u> All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.
- **4.3.** <u>City's Requirements</u>. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.
- **4.4.** Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.
- **4.5.** <u>Notice to Architect/Engineer.</u> If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.
- **4.6.** <u>Legal Representation.</u> The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. <u>Definition</u>. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee

benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

- 5.1.2. <u>Records</u>. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.
- 5.1.3. <u>Limit</u>. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

- 5.2.1. <u>Definition</u>. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.
- 5.2.2. <u>Limits</u>. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. <u>Basis of Compensation</u>

- 5.3.1. <u>Basic Fee</u>. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$139,757.00. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.2. <u>Additional Fees</u>. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 5.3.4. <u>Total Compensation</u>. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

- 5.4.1. <u>Basic Fee</u>. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.
- 5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.
- 5.4.3. <u>Payments by Architect/Engineer</u>. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.4.4. <u>Compensation for Extension of Project Time</u>. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

- 6.1.1. <u>Casualty Insurance</u>. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
 - a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
 - b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
 - c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

- 6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.
- 6.1.3. <u>Certificates</u>. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

- **7.1.** <u>Mediation</u>. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.
- **7.2.** <u>Notice and Filing of Requests</u>. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.
- **7.3.** Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.
- **7.4.** Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.
- **7.5.** Appeal to City Manager. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.
- **7.6.** <u>Delegation</u>. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.
- **7.7.** <u>Performance</u>. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

- 8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.
- 8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4. <u>Architect/Engineer's Remedies Upon Termination by Mutual Consent</u>. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5. <u>Post-Termination Matters</u>. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

- 8.2.1. <u>Cumulative Remedies</u>. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.
- 8.2.2. <u>Remedies Not Waived</u>. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

- 9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.
- 9.1.2. <u>Architect/Engineer's Intellectual Property</u>. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.
- **9.2. Public Relations**. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- **9.3.** Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years

after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

9.5. Extent of Agreement

- 9.5.1. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2. <u>Amendments</u>. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.
- 9.5.3. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.
- 9.5.5. <u>Conditions to Validity</u>. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

- 9.6.1. <u>Law of Ohio</u>. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2. <u>Capitalized Terms.</u> Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

- 9.7.1. <u>Addresses</u>. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.
- 9.7.2. <u>Facsimiles</u>. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer then ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at ______. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be

deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

- 9.7.3. <u>Emergencies</u>. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.
- 9.7.4. <u>Change of Address</u>. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.
- **9.8. Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- **9.9.** <u>Independent Contractor</u>. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.



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

	Chagrin Valley Engineering
	Ву:
	Ву:
	CITY OF SANDUSKY, OHIO
	By: John Orzech Interim City Manager
APPROVAL:	
The legal form and correctness of th instrument is hereby approved.	ne within B
Brendan Heil Law Director	

CERTIFICATE OF FUNDS

In the matter of:

East Cleveland Road, (US RTE 6) Sidewalk, Curb & Drainage Project

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

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	Michelle Reeder, CPA
	Finance Director
Account Number	Not to Exceed Amount



January 12, 2023

Joshua R. Snyder, PE Public Works Engineer 240 Columbus Avenue Sandusky, Ohio 44870

Reference: East Cleveland Road, (US RTE 6) Sidewalk, Curb and Drainage Project Harbour Parkway to East Shoreway Drive – Revised Scope and Fee

Dear Mr. Snyder:

Chagrin Valley Engineering, LTD (CVE) is pleased to submit the following scope and fee to provide professional design services for the above-referenced project based upon the information discussed at the December 22, 2022 Scope of Services meeting and your comments on January 11, 2023.

PROJECT DESCRIPTION

The project consists of the preparation of construction contract plans for a storm sewer, curb and sidewalk on the south side of East Cleveland Road between Harbour Parkway and E. Shoreway Drive. This project will use as much of the compliant sidewalk as possible between Harbour Parkway and Remington Ave. and add a new walk from East of Remington to East Shoreway Drive. With the added curbing, drainage is required to keep the road from flooding. It is anticipated that work will remain within the existing R/W.

The existing sidewalk will be assessed across existing driveways to determine if it is ADA compliant and replaced if it is not compliant. The curb ramps at Remington Avenue, Bauer Avenue and Pipe Street have either been recently replaced or will be replaced by others and are anticipated to remain undisturbed. A new ADA compliant curb ramp will be included at the intersection of East Cleveland and East Shoreway. Along East Cleveland, it is anticipated that a curb line will be established by saw cutting the asphalt pavement, removing material beyond the extended curb line and placing a concrete Type 6 curb. The asphalt aprons will be replaced with concrete and walk across the driveways will be 6" thick rather than 4" thick as it will be for the remainder of the project. A 4' wide (typical) sidewalk will be added to provide a clear walking path and the buffer between the back of curb and face of walk will either be grass or concrete. If the proposed walk will be integral, then the sidewalk width will be 7'.

It is anticipated that two-way traffic will be maintained along East Cleveland Road during construction by shifting traffic toward the north side of the street. Notes will be included in the plans to detail how access will be maintained during construction.

Any existing signage in the way of the new walk will be removed and relocated within the buffer area between the sidewalk and the back of curb and shown on the plan view.

DESIGN CRITERIA

Engineering calculations, design plans and specifications will be developed in accordance with the current editions of the ODOT Location & Design Manual (L&D)



and in accordance with ODOT's 2023 Construction and Material Specifications (CMS) and governing ODOT Supplemental Specifications and Proposal Notes and applicable ODOT and City standard construction drawings.

SCOPE OF WORK

The following tasks will be performed to complete the project.

Task 1: Preliminary Engineering

Field Survey and Existing Conditions Mapping

A topographic survey will be completed to identify the horizontal and vertical location of the existing features located along the roadway. The survey work will be performed under the direct supervision of a professional surveyor registered in the State of Ohio. The survey shall reference NAD 83 or newer for all horizontal elements and NAVD 88 or newer for all vertical elements. All existing monumentation for centerline control shall be located and referenced so it may be reestablished for construction purposes. The mapping will be developed and provided in AutoCad Civil 3D 2022, with the base map depicting the site area delineated with visible above ground features and below ground features obtained from mapping and field markings, if provided. The ODOT template will be utilized for the survey and mapping.

For all work, CVE will use only English units (US Survey Foot).

- Control Survey:
 - o Gather and review existing data (existing plans, monuments, etc.)
 - Establish a minimum of two (2) benchmarks (may be control and/or new iron pins). Locate benchmarks. Each benchmark shall be referenced to three (3) permanent objects.
 - o Establish horizontal and vertical roadway control.

Boundary Survey:

- Gather and review existing property line information (tax maps, record deeds, existing survey pins if readily found, etc.). Locate property lines within the limits of the project.
- Establish the centerline of construction for the project.
- Obtain centerline elevations at 25-foot intervals along the roadway for the limits of the project.
- Calculate the existing Right of Way
- Show property lines from GIS mapping and property addresses and ownerships.

Mapping Survey:

CVE will contact the Ohio Utilities Protection Service to obtain existing utility information within the project limits. Non-members will be contacted directly to request field markings for design purposes and locate all underground and overhead utilities including manholes, inlets, valve boxes, catch basins, fire hydrants, utility poles, etc. on the south side of the street only. CVE will show pipe sizes, invert elevations, top of casting elevations and pipe materials.



- Define the alignment of the roadway and intersecting streets within the project limits. Perform a topographic survey to identify above ground features which include but are not limited to: residential and business buildings, driveways, signs, billboards, monuments, top and bottom of embankments, sidewalks, edges of shoulders, edges of pavement, center lines, lane lines, pavement markings, curbs, loop detectors, quardrails and fences.
- Create a Digital Terrain Model (DTM) and base map of the project area (1"=20" scale). Verify the completed DTM and base map in the field at the project site. Utility information provided by Owners will be shown in plan and profile and cross sections.

Drainage Design – CVE will perform spread calculations to determine the location of proposed catch basins. CVE along with City sewer staff will determine if the existing underdrains can be reused both for condition and hydraulically. CVE will delineate the drainage patterns and will show in a drainage map. CVE will prepare storm sewer sizing calculations to determine whether the existing underdrains can be reused or must be upsized. CVE will determine the proposed outlets for the new drainage system which are anticipated to be at Harbour Parkway, the 36" pipe at Remington Avenue and/or East Shoreway Drive.

Property Owner Notification Letters – CVE will prepare a property owner notification letter data and property owner notification letters for the City's review. It is assumed there are 37 letters to be mailed. The letters will be mailed on City letterhead and using City envelopes.

Conceptual Study – Prior to the development of the Final Plans, CVE will develop a preliminary typical sidewalk section and plan to coordinate with the City of Sandusky at a meeting. This will establish the treatment of the area between the back of curb/edge of pavement and back of walk to define sidewalk and/or tree lawn areas. The intent of the project is to establish a back of walk and provide ADA compliant walks and ramps and maintain positive drainage, which may result in a variable curb reveal along the roadway. CVE will prepare a suggested proposed curb location to limit the drive width to two drive aprons at the Value Inn property at 2236 East Cleveland Road. Once in agreement regarding the design, the plans will be prepared and submitted to the City for review and comment.

Field Visit/Existing Conditions Evaluations – CVE has included time for one (1) site visit for the Project Manager to confirm and verify field conditions and tie-in locations and spot-check the basemap. During this field visit, the existing sidewalk will be inspected to determine potential spot repairs.

Task 2: Detailed Design

With decisions made, CVE will develop final construction plans. The design will be performed using 2022 AutoCAD Civil 3D and generally follow the format and level of detail for a local municipal project.

Final Plans – The following drawings are anticipated (estimated number of sheets shown in parenthesis):



- a. Title Sheet including all relevant standard drawings (1)
- b. Typical Sections (2) CVE will prepare existing and proposed typical sections.
- c. General Notes (3)
- d. MOT General Notes, Plans, Details and Typical Sections (11) CVE will prepare MOT General Notes and a MOT detail showing typical signage and construction details at the impacted intersections. CVE will design MOT typical sections showing the location of the work zone and drum/barrier protection. We anticipate two (2) typical sections that will be shown on the MOT plan sheet. CVE will prepare MOT plan sheets for the anticipated one (1) phase of construction.
- e. General Summary (2)
- f. Quantity Calculations (7) Pavement, Drainage, Drives, Sidewalk, Roadway, Signing, Pavement Marking. These will be calculated but will not be included in the plan set.
- g. Plan and Profile Sheets (7) 1" = 20' (horiz.) and 1" = 5' (vert.) will also include drainage improvements as necessary. The profile will match existing. The estimated plan and profile sheet breakdown is as follows: (3100 feet = 7 sheets),
- h. Cross Sections (0) In lieu of cross sections, spot elevations will be shown on the plan and profile sheets.
- i. Drive Design (Layout, Profiles and Details) Assume 30 driveways. Drive details along with measurements will be shown in table. Drive profiles will be shown on sheets. (7)
- j. Storm Sewer Profiles (4) Any trunk line storm sewers will be shown on the plan and profile sheets. New storm sewer laterals will be shown on separate storm sewer profile sheets since there are no cross sections.
- k. Miscellaneous Notes and Details Applicable Ohio Department of Transportation and City of Sandusky Standard Drawings will be added to sheets. (4)
- I. Traffic Control Plans (3) New pavement markings and signs will be added for the proposed pedestrian crossing at East Shoreway Drive. Pavement markings throughout the rest of the corridor will not be impacted or replaced. Existing signs impacted by the new walk will be relocated. Plan/plan sheets will be provided at 1"-20".

CVE will prepare a disposition of Stage 3 and final plan comments. CVE will submit electronic plans to the City of Sandusky for review.

CVE will prepare a detailed engineer's opinion of estimated probable construction cost estimate to accompany the plans (using ODOT Pay Items terminology) which will include the estimated quantities of the various work items and a unit cost from which the total cost will be estimated. CVE will submit the Excel file of the cost estimate to the City for the City to develop the bid form.

The performance of various administrative duties including project oversight, invoicing, budgeting, QA/QC and project management are also included.



City shall provide timely responses to requests for information related to the project as it relates to the completion of the above-described tasks

Specific information to be provided by the City of Sandusky:

- 1. City to provide all available Standard Construction and Waterwork Notes, Drawings and Details for CVE's use in inserting into the plans.
- 2. City to provide digital copies of water, sanitary and sewer drawings (.dwg) for use in plotting these public utilities on the basemap. Received on 12/27/2022.
- 3. The City to provide videos of the storm sewers to determine potential sewer replacements.
- 4. The City will provide screenshots of the GIS since outside users are not permitted to have direct access.
- 5. The City will provide the plans for the new trail that will connect to the project at East Shoreway Drive. This project will be constructed in 2025. Received on 12/27/2022.
- 6. The City to provide CAD files and geotechnical information of the ERI-006-09.07 improvement being designed by American Structurepoint. CAD files (except for traffic signals and traffic control) received on 1/6/2023.
- 7. The City to provide private utility contact information.

SCHEDULE

The design schedule was developed to allow for the project to go to construction in 2025. A summary of milestone dates is as follows:

Milestone	Proposed Date
Notice to Proceed (NTP)	January 30, 2023
Survey and Mapping Complete	March 20, 2023
Preliminary Engineering Submission	May 1, 2023
Preliminary Engineering Approval	May 15, 2023
Stage 3 Submission	July 17, 2023
Stage 3 Approval	August 17, 2023
Final Plans	October 2, 2023

COST

The East Cleveland Road Sidewalk, Curb and Drainage project will be performed for a lump sum not to exceed fee of \$129,757. CVE has included an allowance for if-authorized services of \$10,000. If needed, these services will be negotiated later. The grand total of these services is \$139,757.

PAYMENT

CVE will submit monthly invoices as the work progresses.

CLARIFICATIONS/EXCEPTIONS/ASSUMPTIONS

The following items are excluded from the plan preparation effort listed above:

- CVE will utilize American Structurepoint's mapping, utility information, alignments and control to minimize overlap of work.
- Roadway resurfacing



- Curb ramp detailing with elevations at locations that can be constructed within the R/W
- 3-Point ties
- As-built Survey
- Utility Pole Offsets
- R/W Plans or Legal Descriptions
- Subsurface utility locating services
- Geotechnical investigations
- Cross sections
- Subsummary sheets
- Hydraulic capacity of proposed outletting pipes (such as the 36" pipe at Remington) will not be evaluated. These outletting pipes will not be upsized.
- Traffic signal and pavement markings (except for proposed crossing at East Shoreway Drive)
- Water line relocation design
- Sanitary sewer relocation design
- Environmental investigations or documentation, including NEPA requirements such as public involvement.
- Stormwater Management such as BMP design
- Utility Coordination outside of requesting information and providing a Utility Submittal for informational purposes.
- Work on private property (parking lots)
- Bidding Services
- Construction Services

Should you have any questions or require additional information, please do not hesitate to contact me at 440-399-0834 or via email at preto@cvelimited.com. Chagrin Valley Engineering, LTD appreciates this opportunity to assist the City of Sandusky.

Respectfully Submitted,

Chagrin Valley Engineering, LTD.

Chris Preto, PE, ENV SP, LEED AP BD+C

Project Manager

PROPOSAL COST SUMMARY	Y									
PROJECT NAME:	East Cleveland	D - 16:1	II- Ck							
PROJECT NAME:	East Cleveland	Road Sidev	aik, Curb	and Drainage			Overhead Per	rcentage =		131.63%
							Overneau i ei	centage –		131.03 /
		L					Cost of Mone	y =		0.00%
CONSULTANT:	Chagrin Valley	Engineerin	g, Ltd.				N A E B			11.000/
DATE:	01/12/23						Net Fee Perce	entage =		11.00%
DATE.	01/12/23									
				Direct		Cost	Other			
Task - Description		Hourly	Total	Labor	Overhead	of	Direct	Subcon.	Net	Total
		Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost
A. East Cleveland Road Preliminary Engineering	,									
Survey Control/Mark and Record Monument			26	\$1,544	\$2,032	\$0			\$393	\$3,970
Benchmarks			6	\$398	\$524	\$0			\$101	\$1,024
Centerline, R/W and Property Research			24		\$1,464	\$0			\$283	\$2,860
Mainline Alignment			10		\$919	\$0			\$178	\$1,795
Side Road Alignment Cross Sections (25')			6 16		\$524 \$1,580	\$0 \$0			\$101 \$306	\$1,024 \$3,086
Intersection Elevations			8		\$1,380	\$0			\$153	\$1,543
Drainage Survey (10 CB & 23 MH)			28		\$2,269	\$0			\$439	\$4,433
Sign Inventory and Log			6		\$503	\$0			\$97	\$983
Topo Identification			12		\$1,048	\$0			\$203	\$2,047
Base map creation			92		\$5,091	\$0			\$986	\$9,945
QA/QC			12 60		\$937	\$0 \$0			\$181	\$1,831
Drainage Design Conceptual Study			48		\$3,779 \$3,159	\$0			\$732 \$612	\$7,382 \$6,171
Property Owner Notification Letters			4		\$255	\$0	\$50		\$49	\$549
Field View/Existing Conditions Evaluation			8		\$842	\$0			\$163	\$1,646
Utility Coordination			4		\$421	\$0			\$82	\$823
General Oversight/Project Management/Quality			4	\$320	\$421	\$0	\$500		\$82	\$1,323
A. East Cleveland Road Preliminary Engineer	Cubtatal	\$53.95	374	\$20,177	\$26,559	\$0	\$550	S0	\$5,141	\$52,426
A. East Cleverand Road Freminiary Engineer	Subtotai	\$33.73	3/4	320,177	\$20,339	30	3330	30	\$3,141	\$32,420
B. East Cleveland Road Detailed Design										
Title Sheet			10		\$615	\$0			\$119	\$1,201
Typical Sections and Details			30		\$1,769	\$0			\$342	\$3,456
General Notes	m : 10 ::		30	\$1,470	\$1,935	\$0			\$375	\$3,780
Maintenance of Traffic Notes, Plans, Details and General Summary	Typical Sections		100	\$5,003 \$1,200	\$6,585 \$1,580	\$0 \$0			\$1,275 \$306	\$12,864 \$3,086
Quantity Calculations (Pavement, Roadway, Dra	inage Traffic Contr	nl>=	25	\$1,280	\$1,580	\$0 \$0			\$306	\$3,080
Roadway Plan and Profile Sheets (500' per Sheet			175		\$10,941	\$0	1 A		\$2,118	\$21,371
Cross-Sections			0		\$0	\$0			\$0	\$0
Drive Details and Profiles			70		\$4,449	\$0			\$861	\$8,691
Storm Sewer Profiles			16		\$990	\$0			\$192	\$1,934
Miscellaneous Details Traffic Control			16 35		\$990 \$2,225	\$0 \$0			\$192 \$431	\$1,934 \$4,346
Utility Coordination			8		\$842	\$0			\$163	\$1,646
Cost Estimate (Stage 3 and Final)			20		\$1,285	\$0			\$249	\$2,510
Submission of Final Tracings and Documentation	n		20		\$1,340	\$0			\$259	\$2,618
General Oversight/Project Management/Quality			20	\$1,600	\$2,106	\$0	\$500		\$408	\$4,614
D. Fast Classical David Datable D. C.	Cultural	640.00	599	E20 004	620.226	60	6500	40	67 (14	677 224
B. East Cleveland Road Detailed Design	Subtotal	\$49.89	399	\$29,884	\$39,336	\$0	\$500	\$0	\$7,614	\$77,331
C. If Authorized			0	\$0	\$0	\$0			\$0	\$10,000
C. Additional Services			0	\$0	\$0	50			\$0	\$10,000
C. If Authorized	Subtotal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
TOTALS			973	\$50,061	\$65,895	SO	\$1,050	\$0	£12.755	\$139,757
IUIALS	 	-	9/3	550,061	365,895	\$0	\$1,050	\$0	\$12,755	\$139,757

PROPOSED LABOR RA	LES AND HOU	KS								
				Labor Category		Avg. Rate				
PROJECT NAME:	East Cleveland Road S	idewalk, (Curb and	Project Manager		\$80.00				
	Drainage			Roadway Enginee	r	\$53.00				
				Junior Engineer		\$38.00				
				CAD Technician		\$41.00				
				Project Surveyor		\$49.00				
CONSULTANT:	Charain Valler Fraire			Survey Crew (2)		\$75.00				
CONSULTANT:	Chagrin Valley Engine	ering, Lta								
DATE:	1/12/2023									
Dille.	1/12/2020									
		No. of	Project	Roadway	Junior	CAD	Project	Two Man	Total	Labor
		Sheets	Manager	Engineer	Engineer	Technician	Surveyor	Survey Crew	Hours	Costs
	<u> </u>									
A. East Cleveland Road Preliminary En										01
Survey Control/Mark and Record N	/Ionuments		2				16		26	\$1,544
Benchmarks						8	2 16		6 24	\$398 \$1,112
Centerline, R/W and Property Rese Mainline Alignment	arcn					8	2		10	\$1,112
Side Road Alignment	 						2	4	6	\$698
Cross Sections (25')	+							16	16	\$1,200
Intersection Elevations								8	8	\$600
Drainage Survey (10 CB & 23 MH)					8	4		28	\$1,724
Sign Inventory and Log	, T					2		4	6	\$382
Topo Identification							4		12	\$796
Base map creation						80	12		92	\$3,868
QA/QC			4				8		12	\$712
Drainage Design			8	17	35				60	\$2,871
Conceptual Study			8						48	\$2,400
Property Owner Notification Letters			1		3				4	\$194
Field View/Existing Conditions Evalua	tion		8						8	\$640
Utility Coordination			4						4	\$320
General Oversight/Project Managemen	t/Quality		4						4	\$320
A E 4 CL L ID ID I'	6.14.4.1	0	39	33	62	98		76	374	620 177
A. East Cleveland Road Preliminary	Subtotal	U	39	33	62	98	66	/6	3/4	\$20,177
B. East Cleveland Road Detailed Design										
Title Sheet		1	1	3	6				10	\$467
Typical Sections and Details		2	•		20				30	\$1,344
General Notes		3		8	17				30	\$1,470
Maintenance of Traffic Notes, Plans, D	etails and Typical Sections	10			54				100	\$5,003
General Summary		2	4	8	12				24	\$1,200
Quantity Calculations (Pavement, Road	lway, Drainage, Traffic Con	y <u>5</u>	_ 5	-8	12				25	\$1,280
Roadway Plan and Profile Sheets (500)	per Sheet)	7	21	52	102		Λ		175	\$8,312
Cross-Sections									0	\$0
Drive Details and Profiles		7	10						70	\$3,380
Storm Sewer Profiles		4							16	\$752
Miscellaneous Details		4			10				16	\$752
Traffic Control	+	3			20			-	35	\$1,690
Utility Coordination Cost Estimate (Stage 3 and Final)			8		11				8 20	\$640 \$976
Submission of Final Tracings and Doct	I mentation		4	6	10			 	20	\$1,018
General Oversight/Project Managemen			20		10			 	20	\$1,600
General Oversign/Froject ivianagemen	v Quanty		20						20	\$1,000
B. East Cleveland Road Detailed De	Subtotal	48	111	164	324	0	0	0	599	\$29,884
		.0		201						
C. If Authorized										
C. Additional Services									0	\$0
C. If Authorized	Subtotal	0	0	0	0	0	0	0	0	\$0
TOTALS	+		1-0	197	201	98			973	050.00
TOTALS	+		150	197	386	98	66	76	9/3	\$50,06

DEPARTMENT OF PUBLIC WORKS



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

To: John Orzech, Interim City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: February 27, 2023

Subject: Commission Agenda Item – Amendment to Purchase Price on Kubota Mini-Excavator

for Water Distribution, Ordinance 22-074

<u>ITEM FOR CONSIDERATION:</u> Legislation amending Ordinance 22-074 increasing the purchase price of the Kubota U Series, U55-5R3AP Mini Excavator from Streacker Tractor Sales, Inc. of Fremont, Ohio through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 040319-KBA for the Water Distribution Division.

BACKGROUND INFORMATION: At the April 11, 2022, City Commission meeting legislation was passed authorizing the purchase of a Kubota U Series, U55-5R3AP Mini Excavator from Streacker Tractor Sales, Inc. of Fremont, Ohio, in an amount not to exceed \$64,236.70, via Ordinance 22-074. The vendor expressed to the City that prior to production of the excavator the contract price expired, which has left us with no choice but to move forward with the updated contract price, with the assurance from the Streacker Tractor Sales, the production and delivery will happen within the new contact period.

<u>BUDGETARY INFORMATION</u>: The original cost of \$64,236.70, approved through Ordinance 22-074 has increased by \$5,944.55, making the updated not to exceed amount \$70,181.25 and will be paid from Water Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared amending Ordinance 22-074 increasing the purchase price of the Kubota U Series, U55-5R3AP Mini Excavator from Streacker Tractor Sales, Inc. of Fremont, Ohio through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 040319-KBA for the Water Distribution Division, increasing the do not exceed amount to \$70,181.25 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the Fleet Maintenance Chief Foreman to provide approval documentation to the vendor quickly to ensure production and delivery within 2023.

I concur with this recommendation:		
John Orzech	Aaron Klein	
Interim City Manager	Director	

interim City Manager Director CC: Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director



U55-5R3AP WEB QUOTE #2575797 Date: 2/7/2023 11:58:30 AM Customer Information --Vaccaro, Troy City of Sandusky tvaccaro@ci.sandusky.oh.us

4196275882

Quote Provided By Streacker Tractor Sales, Inc. Greg Streacker 1400 N 5th St. Fremont . OH 43420 email: greg@streackertractor.com phone: 4193349775

-- Standard Features --



U Series

U55-5R3AP

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES Tight Tail Swing Eco Plus System Auto Idler Rubber Track Model

ROPS/OPG (Top Guard Level I) OPERATIONAL A/C Cab Suspension Seat

Sensing System 1 Gear, 2 Variable Displacement Pumps

All Controls Hydraulic Pilot Controls Two Operating Pattern

Selection System Accumulator Digital Control Panel Attachment Flow Presets, Service Alerts Standard Front Dozer Blade

w/ Float 360 Degree Full Rotation 70 Degree Left, 55 Degree Right Boom Swing 19.8 gpm Adjustable

Aux. Hydraulics Port 1 9.8 gpm Adjustable Aux. Hydraulics Port 2 Thumb Bracket & Relief Valves Five Second Quick Preheat

System Key Switch Stop System Half Pitch Rubber Tracks Self Bleed Fuel System Auto-Downshift Two Speed Travel System Swivel Negative Brake Travel Negative Brake Third Line

DIMENSIONS AND **OPERATING WEIGHT**

U55-5R3AP, Rubber Tracks, ROPS/OPG (Top Guard Level I) A/C Cab. Angle Dozer Blade, Dipper Arm, Counterweight, SP2 Overall Length 18' 1.3' Overall Width 6' 5.2" Overall Height 8' 4" Operating Weight 12,535 lbs.*

Ground Clearance 12' 0.2" * Includes operator's weight

165 lbs

ENGINE

V2607 Kubota CR E5 Tier 4 Final Diesel Engine 4 Cylinder, 4 Cycle

46.4 Net HP @ 2200 rpm (SAE J1349)

DIMENSIONS Kubota 3 Hydraulic Pump Load Max Digging Depth 11' 10.3" Max Digging Radius @ Ground

Level 19' 6 1' Max Vertical Digging Depth 4' 11.6" Max Dumping Height 13' 2.3"

DOZER BLADE **DIMENSIONS** Width 77.2

Height 16.1" Lift Above Ground 17.3" Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs. Digging Force @ Dipper Arm 6,261 lhs

Travel Speed (Low) 1.8 mph Travel Speed (High) 3.1 mph Climbing Ability 36% / 20° Lift Capacity 3,700 lbs. Over Front Blade Grounded

4.0 Ft. Load Point Height 12.0 Ft. Load Radius

U55-5R3AP Base Price: \$88,681.00

-- Custom Options --

(1) TRAVEL ALARM KIT \$194.00 K7278-TRAVEL ALARM KIT

\$88,875.00 Configured Price:

Sourcewell Discount: (\$21,330.00)SUBTOTAL: \$67,545.00

1Yr U55-5R3AP Extended Warranty (3000 hrs.) \$1,500.00

Dealer Assembly: \$55.00 Freight Cost: \$681.25 PDI: \$400.00

Total Unit Price: \$70,181.25

Quantity Ordered: Final Sales Price: \$70,181.25

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

CERTIFICATE OF FUNDS

In the Matter of: Streacker- Kubota Mini Excavator

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 #240-0000-54090

Michelle Reeder

Finance Director

Dated: 2/24/2023

OR	DIN	ΑN	CE	Ν	0					

AN ORDINANCE AMENDING ORDINANCE NO. 22-074, PASSED ON APRIL 11, 2022; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A NEW KUBOTA U SERIES MINI EXCAVATOR FROM STREACKER TRACTOR SALES, INC. OF FREMONT, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Water Distribution Division has been using the Cemetery's mini excavator when working in small trenches and tight spaces during water line replacements and main breaks as it is easier to operate an excavator in tight spaces and recently there has been scheduling conflicts when the equipment is needed by both the Cemetery and Water Distribution at the same time; and

WHEREAS, it is desired to purchase a mini excavator for the Water Distribution Division as it has proven to be a valuable piece of equipment for use in the roadway and lessens the obstruction to traffic and interruption to the public and additionally, having their own equipment would provide the Water Distribution Division immediate access to the mini excavator and allow quicker response times in emergency situations; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a Kubota U Series, U55-5R3AP Mini Excavator that has been competitively bid and made available through the membership from Streaker Tractor Sales, Inc. of Fremont, Ohio; and

WHEREAS, the City was recently notified that prior to production of the mini excavator, the contract price expired and the new price has increased by \$5,944.55; and

WHEREAS, the revised total cost for the new Kubota U Series, U55-5R3AP Mini Excavator is \$70,181.25 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide approval documentation to the vendor as soon as possible to ensure production and delivery in 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. This City Commission hereby amends Ordinance No. 22-074, passed on April 11, 2022.

Section 2. The City Manager is authorized and directed to expend funds for the purchase a new Kubota U Series, U55-5R3AP Mini Excavator from Streaker Tractor Sales, Inc. of Fremont, Ohio, through the Sourcewell Cooperative Purchasing Program (Contract 040319-KBA) from Streacker Tractor Sales, Inc. of Fremont, Ohio, for the Water Distribution Division at an amount **not to exceed Seventy Thousand One Hundred Eighty-One and 25/100 Dollars (\$70,181.25).**

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.

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	RICHARD R. BRADY
	PRESIDENT OF THE CITY COMMISSION

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

ATTEST:





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

To: John Orzech, Interim City Manager

From: Jason Werling, Parks & Recreation Superintendent

Date: February 27, 2023

Subject: Commission Agenda Item – Amendment to Purchase Price on Kubota L Series Tractor

for Horticultural Division, Ordinance 22-078

<u>ITEM FOR CONSIDERATION:</u> Legislation amending Ordinance 22-078 increasing the purchase price of the Kubota L Series Tractor, L6060HSTC from Streacker Tractor Sales, Inc. of Fremont, Ohio through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 040319-KBA for Horticultural Division.

<u>BACKGROUND INFORMATION</u>: At the April 25, 2022, City Commission meeting legislation was passed authorizing the purchase of a Kubota L Series Tractor, L6060HSTC from Streacker Tractor Sales, Inc. of Fremont, Ohio, in an amount not to exceed \$73,111.02, via Ordinance 22-078. The vendor expressed to the City that prior to production of the excavator the contract price expired, which has left us with no choice but to move forward with the updated contract price, with the assurance from the Streacker Tractor Sales, the production and delivery will happen within the new contact period.

<u>BUDGETARY INFORMATION</u>: The original cost of \$73,111.02, approved through Ordinance 22-078 has increased by \$5,584.32, making the updated not to exceed amount \$78,695.34 and will be paid from American Rescue Plan Stimulus Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared amending Ordinance 22-078 increasing the purchase price of the Kubota L Series Tractor, L6060HSTC from Streacker Tractor Sales, Inc. of Fremont, Ohio through the Sourcewell cooperative purchasing program (formerly known as NJPA) Contract 040319-KBA for Horticultural Division, increasing the do not exceed amount to \$78,695.34 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 for the Fleet Maintenance Chief Foreman to provide approval documentation to the vendor quickly to ensure production and delivery within 2023.

I concur with this recommendation:

John Orzech

Interim City Manager

internii City Wanagei

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



L6060HSTC WEB QUOTE #2576289 Date: 2/8/2023 4:28:17 AM Customer Information --Vaccaro, Troy City of Sandusky tvaccaro@ci.sandusky.oh.us 4196275882

Quote Provided By Streacker Tractor Sales, Inc. Greg Streacker 1400 N 5th St. Fremont, OH 43420 email: greg@streackertractor.com phone: 4193349775

-- Custom Options --

-- Standard Features --



L Series

L6060HSTC

* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE

Model # V2403CRTE4GL4/GL5 Tier IV Engine Common Rail Direct Injection w/ DPF and EGR Turbo Charged 4 Cvl., 148.5 cu. in. ^ 60.0 Net Eng. HP ^ 53.0 PTO HP @ 2600 Eng. rpm 12V 45Amp - 582CCA Radial Air Flow Cooling **Dual Air Cleaner Element**

HYDRAULICS

Open Center Tandem Pump Gear Type 4.7 gpm Power Steering 9.4 gpm Remote/3 Pt. Hitch 14.1 gpm Total Hyd. Flow Category I 3-Pt. Hitch Lift Capacity -At lift Point 3858 lbs. 24" Behind 2976 lbs. Position Control

FRONT AXLE

Hydrostatic Power Steering Cast iron 4WD front axle Tread Spacing - Non-adjustable Bevel Gear drive

DRIVE TRAIN

HST PLUS 3 Forward Speeds / 3 Reverse Speeds High-Med-Low Mech. Wet Disc Brakes Differential Lock Cruise Control

FLUID CAPACITY

Fuel Tank 13.5 gal. Cooling System 8.7 qts. Crankcase 9.9 gts Transmission and Hydraulics 11.9 gal. Front Axle Differential 9.5 qts.

^ Manufacturer Estimate

POWER TAKE OFF

1 Speed Rear Live — HYD. IND. 540 rpm @ 2550 Eng. rpm SAE 1-3/8 6 Splines Electric over Hydraulic PTO Switch

DIMENSIONS

Overall Height w/ROPS 98.0" Overall Length w/3pt. 135.0" Wheel Base 75.4" Crop Clearance 16.7"

STANDARD EQUIPMENT

ROPS Certified Cab w/Retractable Seat Belt Highback Adj. Swivel Seat w/ Deluxe Suspension w/Arm Rests Safety Start Switches Operator Presence Control System Parking Brakes Flat Deck w/Hanging Pedals Electric Key Shut-off 2 Front Work Lights Tilt Steering Wide Anti-Slip Step ISO Mounted Platform Turn Signals / Hazard Flashers SMV Sign Operator Presence Control System Telescoping Lower Links 2 Tier Halogen Head Lights 4 Position Loader Valve One Piece Metal Hood 12V Outlet and Cup Holder Front Wiper w/ asher 60 Amp Alternator Interior Light AC/Heater with Internal/External Ventilation Speakers and Radio Wired

IntelliPanelTM

Lighted Communications Symbols Standard Tachometer Digital Read for Speed, MPH, PTO speeds, diagnostics system and DPF system Warning Symbols

SELECTED TIRES ALR8869A & AMXR8862

FRONT - 10-16.5 R4 Titan Trac Loader REAR - 17.5L-24 R4 Titan Industrial Contractor TL

	THE REAL PROPERTY AND ADDRESS OF THE PARTY.
L6060HSTC Base Pri	ce: \$55,464.00
(1) SIDE WINDOW DEFOGGER KIT L8381-SIDE WINDOW DEFOGGER KIT	\$376.00
(1) BOLT ON CUTTING EDGE(73" w/11 Holes) TL1748-BOLT ON CUTTING EDGE(73" w/11 Holes)	\$286.00
(1) 72" QUICK ATTACH HEAVY DUTY ROUND BACK BUCKET L2296-72" QUICK ATTACH HEAVY DUTY ROUND BACK BUCKET	\$1,347.00
(1) REMOTE HYD CONTROL / E36 CAB L8396-REMOTE HYD CONTROL / E36 CAB	\$717.00
(1) 72" ROTARY BROOM L4477-72" ROTARY BROOM	\$6,574.00
(1) 74" COMMERCIAL SNOWBLOWER L4474-74" COMMERCIAL SNOWBLOWER	\$11,318.00
(1) 84" RUBBER CUTTING EDGE L2777-84" RUBBER CUTTING EDGE	\$374.00
(1) 84" FRONT BLADE L4486-84" FRONT BLADE	\$3,799.00
(1) REAR WIPER KIT / E36 CAB L8364-REAR WIPER KIT / E36 CAB	\$175.00
(1) REAR DEFOGGER KIT / E36 CAB L8340-REAR DEFOGGER KIT / E36 CAB	\$344.00
(1) MID PTO KIT L8387-MID PTO KIT	\$473.00
(1) 3RD FUNCTION VALVE KIT L2265-3RD FUNCTION VALVE KIT	\$1,130.00
(1) REAR WORK LIGHT CAB/E30 L8333-REAR WORK LIGHT CAB/E30	\$161.00
(1) FRONT LOADER PACKAGE (LIFT CAPACIT 1,784 LBS) LA1055-FRONT LOADER PACKAGE (LIFT CAPACITY 1,78 LBS)	*-,
(1) HIGH CAPACITY ALTERNATOR KIT L5534-HIGH CAPACITY ALTERNATOR KIT	\$567.00
(1) MANUAL HITCH L4455A-MANUAL HITCH	\$3,011.00
(1) 74" TEFLON CUTTING EDGE L2470-74" TEFLON CUTTING EDGE	\$400.00
(1) DOUBLE ACTING VALVE L8308-DOUBLE ACTING VALVE	\$294.00
(1) COMPLETION KIT L4488-COMPLETION KIT	\$571.00
(1) 4 CYLINDER DRIVELINE KIT L4484-4 CYLINDER DRIVELINE KIT	\$1,048.00 ×
(1) COMPLETION KIT FOR COMMERCIAL SNC BLOWER L4433-COMPLETION KIT FOR COMMERCIAL SNOW BLOW	• • • • • • • • • • • • • • • • • • • •
Configured Price:	\$95,314.00
Sourcewell Discount:	(\$20,969.08)
SUBTOTAL:	\$74.344.92
Dealer Assembly:	\$2,181.67
Freight Cost:	\$1,768.75
PDI:	\$400.00

Total Unit Price: \$78,695.34 Quantity Ordered: Final Sales Price: \$78,695.34

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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CERTIFICATE OF FUNDS

In the Matter of: Streacker- Kubota Tractor

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 #240-0000-54090

Michelle Reeder

Finance Director

Dated: 2/24/2023

ORDIN	IANCE	NO.	,		

AN ORDINANCE AMENDING ORDINANCE NO. 22-078, PASSED ON APRIL 25, 2022; DECLARING A 1979 FORD 3600 TRACTOR AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A NEW KUBOTA L SERIES DIESEL TRACTOR FROM STREACKER TRACTOR SALES, INC. OF FREMONT, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE HORTICULTURE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Fleet Maintenance Chief Foreman has determined that the 1979 3600 Tractor, with over 11,577 hours, is no longer fit for its intended use within the division due to its age and reliability and is recommending this tractor be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale to be deposited in the Issue 8 Capital Fund (Vehicles, Facilities & Equipment Fund); and

WHEREAS, the 1979 Tractor is used by the Horticulture Division for the general maintenance and mowing of City parks, preparation of baseball fields during the season, mulching and leveling, earthwork and reseeding as well as sidewalk snow removal in all City parks and it is recommended to replace the 1979 Tractor with a new Kubota L Series Diesel Tractor; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase a Kubota L Series, L6060HSTC, Diesel Tractor that has been competitively bid and made available through the membership from Streaker Tractor Sales, Inc. of Fremont, Ohio; and

WHEREAS, the City was recently notified that prior to production of the tractor, the contract price expired and the new price has increased by \$5,584.32; and

WHEREAS, the **revised** total cost for the new Kubota L Series, L6060HSTC, Diesel Tractor is \$78,695.34 and will be paid with American Rescue Plan Act Stimulus Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to provide approval documentation to the vendor as soon as possible to ensure production and delivery in 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 Division of Horticulture, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby amends Ordinance No. 22-078, passed on April 25, 2022.

Section 2. This City Commission finds and determines that the 1979 Ford 3600 Tractor, Model No. 0603590, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the Issue 8 Capital Fund (Vehicles, Facilities & Equipment).

Section 3. The City Manager is authorized and directed to expend funds for the purchase of a new Kubota L Series, L6060HSTC, Diesel Tractor, through the Sourcewell Cooperative Purchasing Program (Contract 040319-KBA) from Streacker Tractor Sales, Inc. of Fremont, Ohio, for the Horticulture Division at an amount **not to exceed Seventy-Eight Thousand Six Hundred Ninety-Five and 34/100 Dollars (\$78,695.34)**.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS

CLERK OF THE CITY COMMISSION

Passed: March 13, 2023





222 Meigs Street Sandusky, Ohio 44870 419.627.5863 www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager

FROM: Jared Oliver, Police Chief

DATE: February 23, 2023

RE: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to enter into a contract with Axon Enterprise to provide audio and video recording systems for two interview rooms in the Justice Center. See attached quote from Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255, in the amount not to exceed \$59,434.26, over five years as described in the quote.

BACKGROUND INFORMATION: The need to purchase and replace audio and video recording systems and related equipment for the interview rooms has been determined by the Police Chief and the IT Manager, as the current equipment is nearing the end of its useful life and the Justice Center is being renovated. The current interview rooms are being relocated as part of the renovation.

The use of audio/video recording systems has become a critical tool in safeguarding the actions and rights of citizens and police officers throughout the country. This includes the audio/video recording of interviews conducted by our Officers and Detectives. The recordings document the interaction between police officers and the citizens they interview. To preserve visual and audio information for use in current and future investigations. To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings.

Proposed Solution

Axon is our current vendor for our Body Worn Cameras, our cruiser in car audio/video recording, and Tasers. We currently run a separate system to audio/video record our interview rooms which is nearing the end of its useful life. By selecting Axon as our preferred interview room recording system, we can realize a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing this information seamlessly online. Additional benefits of having a single vendor approach is all of our devices can now be synchronized and centrally activated, from body worn cameras, to cruiser, to interview rooms and additional accessories. All interactions will be time stamped and synchronized across the digital evidence platform. Axon is the sole provider of this unified platform.

Axon was unanimously the clear and best solution from their camera, software, hardware, and management solution platform based upon the quality, capabilities, and compatibility with existing equipment.

<u>BUDGETARY INFORMATION:</u> The total cost of the Axon interview room recording system, software, hardware, and accessories (See attached quote) will be paid through the police department's budget in accordance with the pay schedule (in the table below) in an amount not to exceed \$59,434.26.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$10,973.18	\$11,412.10	\$11,868.59	\$12,343.33	\$12,837.06	\$59,434.26

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase the Axon interview room recording systems, software, hardware, and accessories (See attached quote) from Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255. It is further requested that this be passed in accordance with Section 14 of the City Charter to expedite the purchase and installation in accordance with current renovations at the Justice Center.

Appro	oved:	I concur with this recommendation:			
 Jared	Oliver, Police Chief	John Orzech, Interim City Manager			
cc:	Michelle Reeder, Finance Director Brendan Heil, Law Director				



Axon Enterprise, Inc. 17800 N 85th St.

Scottsdale, Arizona 85255 **United States**

VAT: 86-0741227

Domestic: (800) 978-2737 International: +1.800.978.2737 Q-454394-44960.572KH

Issued: 02/03/2023

Quote Expiration: 03/15/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 113243

Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-222 Meigs St 222 Meigs St Sandusky, OH 44870-2835 USA	Sandusky Police Department - OH 222 Meigs St Sandusky, OH 44870-2835 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hites	Scott Dahlgren
Phone:	Phone: (419) 627-5897
Email: khites@axon.com	Email:
Fax:	Fax: (419) 627-5862

Quote Summary

Program Length	60 Months
TOTAL COST	\$59,434.26
ESTIMATED TOTAL W/ TAX	\$59,434.26

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$10,973.18	\$0.00	\$10,973.18
Jul 2024	\$11,412.10	\$0.00	\$11,412.10
Jul 2025	\$11,868.59	\$0.00	\$11,868.59
Jul 2026	\$12,343.33	\$0.00	\$12,343.33
Jul 2027	\$12,837.06	\$0.00	\$12,837.06
Total	\$59,434.26	\$0.00	\$59,434.26

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Quote Unbundled Price: \$59,434.26
Quote List Price: \$59,434.26
Quote Subtotal: \$59,434.26

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Ha	rdware								
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2			\$233.35	\$233.35	\$466.70	\$0.00	\$466.70
50298	INTERVIEW - CAMERA - OVERT DOME	2			\$964.00	\$964.00	\$1,928.00	\$0.00	\$1,928.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2			\$233.35	\$233.35	\$466.70	\$0.00	\$466.70
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2			\$132.00	\$132.00	\$264.00	\$0.00	\$264.00
50114	INTERVIEW - CAMERA - COVERT SENSOR	2			\$385.93	\$385.93	\$771.86	\$0.00	\$771.86
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2			\$619.59	\$619.59	\$1,239.18	\$0.00	\$1,239.18
A la Carte So	ftware								
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2			\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$31.68	\$31.68	\$3,801.60	\$0.00	\$3,801.60
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$107.41	\$107.41	\$25,778.40	\$0.00	\$25,778.40
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2			\$1,500.00	\$1,500.00	\$3,000.00	\$0.00	\$3,000.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	60		\$27.12	\$27.12	\$3,254.40	\$0.00	\$3,254.40
A la Carte Se	rvices								
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2			\$5,950.00	\$5,950.00	\$11,900.00	\$0.00	\$11,900.00
A la Carte Wa	arranties								
50448	EXT WARRANTY, INTERVIEW ROOM	2	61		\$25.11	\$25.11	\$3,063.42	\$0.00	\$3,063.42
Total							\$59,434.26	\$0.00	\$59,434.26

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	07/01/2023
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	07/01/2023
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	07/01/2023
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	07/01/2023
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	2	07/01/2023
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	07/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	08/01/2023	07/31/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	08/01/2023	07/31/2028
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	08/01/2023	07/31/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	08/01/2023	07/31/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	08/01/2023	07/31/2028

Services

40111400			
Bundle	ltem	Description	QTY
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	2	07/01/2023	07/31/2028

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Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$553.88	\$0.00	\$553.88
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$600.85	\$0.00	\$600.85
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$646.19	\$0.00	\$646.19
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$701.88	\$0.00	\$701.88
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,759.39	\$0.00	\$4,759.39
Year 1	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$142.51	\$0.00	\$142.51
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$86.17	\$0.00	\$86.17
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$86.17	\$0.00	\$86.17
Year 1	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$228.79	\$0.00	\$228.79
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$355.96	\$0.00	\$355.96
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$565.59	\$0.00	\$565.59
Year 1	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$48.74	\$0.00	\$48.74
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,197.06	\$0.00	\$2,197.06
Total				\$10,973.18	\$0.00	\$10,973.18

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$576.04	\$0.00	\$576.04
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$624.88	\$0.00	\$624.88
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$672.04	\$0.00	\$672.04
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$729.95	\$0.00	\$729.95
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,949.77	\$0.00	\$4,949.77
Year 2	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$148.21	\$0.00	\$148.21
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$89.61	\$0.00	\$89.61
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$89.61	\$0.00	\$89.61
Year 2	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$237.94	\$0.00	\$237.94
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$370.20	\$0.00	\$370.20
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$588.21	\$0.00	\$588.21
Year 2	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$50.69	\$0.00	\$50.69
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,284.95	\$0.00	\$2,284.95
Total				\$11,412.10	\$0.00	\$11,412.10

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$599.08	\$0.00	\$599.08
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$649.88	\$0.00	\$649.88
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$698.92	\$0.00	\$698.92
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$759.15	\$0.00	\$759.15
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,147.76	\$0.00	\$5,147.76
Year 3	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$154.13	\$0.00	\$154.13
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$93.20	\$0.00	\$93.20
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$93.20	\$0.00	\$93.20

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Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$247.46	\$0.00	\$247.46
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$385.01	\$0.00	\$385.01
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$611.74	\$0.00	\$611.74
Year 3	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$52.72	\$0.00	\$52.72
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,376.34	\$0.00	\$2,376.34
Total				\$11,868.59	\$0.00	\$11,868.59
Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$623.04	\$0.00	\$623.04
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$675.88	\$0.00	\$675.88
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$726.88	\$0.00	\$726.88
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$789.52	\$0.00	\$789.52
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,353.67	\$0.00	\$5,353.67
Year 4	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$160.30	\$0.00	\$160.30
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$96.92	\$0.00	\$96.92
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$96.92	\$0.00	\$96.92
Year 4	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$257.35	\$0.00	\$257.35
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$400.41	\$0.00	\$400.41
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$636.21	\$0.00	\$636.21
Year 4	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	2	\$54.83	\$0.00	\$54.83
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2	\$2,471.40	\$0.00	\$2,471.40
Total				\$12,343.33	\$0.00	\$12,343.33
Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	\$647.96	\$0.00	\$647.96
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	\$702.91	\$0.00	\$702.91
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$755.97	\$0.00	\$755.97
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$821.10	\$0.00	\$821.10
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,567.81	\$0.00	\$5,567.81
Year 5	50114	INTERVIEW - CAMERA - COVERT SENSOR	2	\$166.71	\$0.00	\$166.71
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$100.80	\$0.00	\$100.80
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$100.80	\$0.00	\$100.80
Year 5	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	2	\$267.64	\$0.00	\$267.64
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	2	\$416.42	\$0.00	\$416.42
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	2	\$661.67	\$0.00	\$661.67
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INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)

2

2

\$57.02

\$2,570.25

\$12,837.06

INTERVIEW - ENCLOSURE - FLUSH MOUNT

Year 5

Year 5

Total

74116

85170

\$57.02

\$2,570.25

\$12,837.06

\$0.00

\$0.00

\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

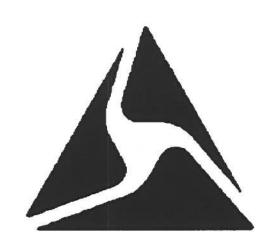
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Signature

Date Signed

2/3/2023



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR SANDUSKY POLICE DEPARTMENT - OH ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Sandusky Police Department - OH who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTON	E S
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Agency will supply 2 Servers.
- o If agency grants access, Axon will unbox and rack servers.
- Agency will ensure servers are powered on with Windows installed prior to Install date.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long
 as they do not degrade operations of Interview Server(s)
- Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure
 the Interview Server(s).
- Agency will supply Network Switches.
- Axon Professional Services will provide network cabling.
- Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
- o Removing all evidence from room.
- o Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room
- ▶ Interview Room 1



- o Axis M5525e PTZ Camera
- o AXIS F41/F1025 Covert IP Camera in Motion Sensor Enclosure

▶ Interview Room 2

- o Axis M5525e PTZ Camera
- o AXIS F41/F1025 Covert IP Camera in Motion Sensor Enclosure



2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
- Hardware Wiring
- o Hardware Mounting
- Hardware Functionality
- Firmware Updates
- o Software Install and Configuration
- o Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ldentify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:		
Axon Product or Service:		
Change Order Details		
onango orasi botano		
AXON ENTERPRISE, INC.	AGENCY	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

CERTIFICATE OF FUNDS

In the Matter of: Axon Video Conference – Justice Center

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 #110-1010-53000

Michelle Reeder

Finance Director

Dated: 2/24/2023

ORDINANCE	NO.				

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT AUDIO AND VIDEO RECORDING SYSTEMS FOR TWO (2) INTERVIEW ROOMS AT THE JUSTICE CENTER FOR THE SANDUSKY POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's Police Officers and Detectives use audio and video recording systems for conducting interviews and documenting the interaction between Police Officers and citizens as well as preserving visual and audio information for current and future investigations and these systems have been a critical tool in safeguarding the actions and rights of citizens and Police Officers throughout the country and enhances the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings; and

WHEREAS, a determination was made by the Police Chief and Information Technology Manager that there is a need to replace the audio and video recording systems and related accessories at the Police Department as the current equipment is nearing the end of its useful life and the interview rooms are being relocated as part of the renovation for the Justice Center; and

WHEREAS, Axon is the current vendor for the Police Department's Body Worn Cameras, cruiser audio and video recording, and Tasers and is the preferred selection for the interview room recording system in order to have a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing information seamlessly online and an additional benefits is all of the Police Department's devices can be synchronized and centrally activated; and

WHEREAS, Axon Enterprise, Inc. is the sole source provider for the Axon audio and video recording systems and was unanimously selected as the best solution based upon the qualify, capabilities, and compatibility with existing equipment; and

WHEREAS, the total cost for the recording system, software, hardware and accessories is \$59,434.26 and will be paid with funds from the Police Department's operating budget over a five-year period at a cost of \$10,973.18 to be paid in CY 2023, \$11,412.10 to be paid in CY 2024, \$11,868.59 to be paid in CY 2025, \$12,343.33 to be paid in CY 2026 and \$12,837.06 to be paid in CY 2027; 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 expedite the purchase so the installation can occur in accordance with the renovations at the Justice Center; and

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

PAGE 2 - ORDINANCE NO._____

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 five

(5) year agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for the

purchase and installation of audio and video recording systems for two (2)

interview rooms at the Justice Center for the Sandusky Police Department, at a cost of \$10,973.18 to be paid in CY 2023, \$11,412.10 to be paid in CY 2024, \$11,868.59

to be paid in CY 2025, \$12,343.33 to be paid in CY 2026 and \$12,837.06 to be paid

in CY 2027 for a total amount **not to exceed** Fifty Nine Thousand Four Hundred

Thirty-Four and 26/100 Dollars (\$59,434.26).

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

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

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

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

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

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

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

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

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

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

hereby declared to be an emergency measure which shall take immediate effect in

accordance with Section 14 of the City Charter upon its passage, and its due

authentication by the President, and the Clerk of the City Commission of the City of

Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager

From: Christopher Mehling, Recreation Project Coordinator

Date: February 28, 2023

Subject: Commission Agenda Item – Professional Services Agreement with Brandstetter Carroll Inc, for

Site Selection and Conceptual Design Services for the Proposed Recreation/Community Center.

<u>ITEM FOR CONSIDERATION:</u> Requesting legislation authorizing the City Manager to enter into an agreement with Brandstetter Carroll Inc of Cleveland, Ohio to determine the location and design of a new Recreation/Community Center.

BACKGROUND INFORMATION: In the Spring of 2007, the City conducted a comprehensive strategic master plan of its parks and recreation systems to address its current and future needs. The desired outcome was to establish a long-term vision with strategies that will position the park and recreation system for success and support of the redevelopment initiatives of the City. This plan was supported in part by a grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Ohio Department of Natural Resources, Office of Coastal Management. In this plan the citizens expressed a desire to see the City of Sandusky provide a facility that could accommodate fitness, exercise, special events, senior adult programs, and both adult and youth sports programs.

In December 2022, the City of Sandusky issued an RFQ for site selection and conceptual design services for a proposed Recreation/Community Center. The City received (11) submittals which were evaluated by a selection committee. The top 3 firms were interviewed February 14th and the selection committee determined Brandstetter Carroll Inc. the most qualified based on their experience, professional expertise, and past success with similar projects. The Scope of Services is attached to legislation as Exhibit "A".

BUDGETARY INFORMATION: The total not to exceed \$152,300 and will be paid with Capital Projects funds. \$99,500 will cover needs analysis and citizen engagement, site selection and concept design. The balance of \$52,800 may be used for as needed services which includes up to two (2) existing building condition reports and a statistically valid survey.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be passed allowing the City Manager to enter into an agreement for professional services with Brandstetter Carroll, Inc in the amount of \$152,300 for site selection and conceptual design of a proposed Recreation/Community Center 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 immediately execute the agreement so the design work for the site selection and conceptual design can be completed and allow for the preparation of placing an operating levy on the ballot in November of 2023 for the new Recreation / Community Center; and

Christopher Mehling	
Recreation Project Coordinator	
I concur with this recommendation:	
John Orzech	Janathan Haladu
	Jonathan Holody Community Development Director
Interim City Manager	Community Development Direct
cc: Brendan Heil, Law Director	

Michelle Reeder, Finance Director Cathy Myers, Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: Brandsetter- Recreation Center Design Services

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

Account #431-6504-53000

Michelle Reeder

Finance Director

Dated: 3/7/2023

ORDINANCE N	10.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH BRANDSTETTER CARROLL INC. OF CLEVELAND, OHIO, FOR THE RECREATION / COMMUNITY CENTER SITE SELECTION AND CONCEPTUAL DESIGN PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in the spring of 2007, the City released the Strategic Master Plan for the City's parks and recreation systems to address its current and future needs and the desired outcome was to establish a long-term vision with strategies that will position the park and recreation system for success and support of the redevelopment initiatives of the City; and

WHEREAS, in this plan the citizens expressed a desire for a facility that could accommodate fitness, exercise, special events, senior adult programs, and both adult and youth sports programs; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the site selection and conceptual design for a proposed Recreation / Community Center in which eleven (11) submittals were received, evaluated and ranked by a selection committee with the top three (3) firms being interviewed and based upon the firm's experience, professional expertise and knowledge, and past success with similar projects, it was determined Brandstetter Carroll Inc. of Cleveland, Ohio, was the most qualified; and

WHEREAS, Brandstetter Carroll Inc. will be providing professional design services for the site selection and conceptual design for a proposed Recreation / Community Center and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the cost of the professional design services for site selection and conceptual design is \$99,500.00, plus \$52,800.00 for "as needed" services for up to two (2) Existing Building Condition Reports and a Statistically Valid Survey, for a total not to exceed \$152,300.00, and all of these costs will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement so the design work for the site selection and conceptual design can be completed and allow for the preparation of placing an operating levy on the ballot in November of 2023 for the new Recreation / Community Center; and

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

PAGE 2 - ORDINANCE NO. _____

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

THAT:

Section 1. The City Manager is authorized and directed to enter into an

agreement with Brandstetter Carroll Inc. of Cleveland, Ohio, for Professional Design

Services for the Site selection and Conceptual Design Services for the proposed

Recreation / Community Center Project, substantially in the same form as attached

to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully

rewritten herein, together with any revisions or additions as are approved by the

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

carrying out the terms of this Ordinance, at an amount not to exceed One Hundred

Fifty-Two Thousand Three Hundred and 00/100 Dollars (\$152,300.00).

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

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

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

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

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this "Agreement"), made as of ________, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Brandstetter Carroll Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

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

Project Name: Site Selection and Conceptual Design

Services for the Proposed Recreation and

Community Center

Director of Community Development: Jo

Address:

Jonathan Holody

Community Development

City of Sandusky

240 Columbus Ave

Sandusky, Ohio 44870

Architect/Engineer:

Contact:

Address:

Brandstetter Carroll Inc.
Benjamin Brandstetter, PE
1200 West 6th Street, Suite 300

Cleveland, OH 44113

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

- 1.1.1. <u>Scope of Services; Applicable Law.</u> The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.
- 1.1.2. <u>Timeliness; Standard of Care</u>. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.
- 1.1.3. <u>Non-Discrimination</u>. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.
- 1.1.4. <u>Consultants</u>. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.
- 1.1.5. <u>Ethics Laws</u>. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
- 1.1.6. <u>Limitation of Authority</u>. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City.

The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

- **4.1.** Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.
- **4.2.** <u>Instructions to Contractors.</u> All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.
- **4.3. City's Requirements**. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.
- **Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

- **4.5. Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.
- **Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

- 5.1.1. <u>Definition</u>. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.
- 5.1.2. <u>Records</u>. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.
- 5.1.3. <u>Limit</u>. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

- 5.2.1. <u>Definition</u>. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.
- 5.2.2. <u>Limits</u>. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. <u>Basis of Compensation</u>

5.3.1. <u>Basic Fee</u>. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the

amount of _____\$152,300______ A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

- 5.3.2. <u>Additional Fees</u>. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.
- 5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 5.3.4. <u>Total Compensation</u>. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

- 5.4.1. <u>Basic Fee</u>. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.
- 5.4.2. <u>Additional Fees, Reimbursable Expenses</u>. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.
- 5.4.3. <u>Payments by Architect/Engineer</u>. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.4.4. <u>Compensation for Extension of Project Time</u>. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is

reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. <u>Insurance</u>

- 6.1.1. <u>Casualty Insurance</u>. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:
 - a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
 - b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
 - c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.
- 6.1.2. <u>Professional Liability Insurance</u>. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the

Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2. Indemnification

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

- **Mediation**. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.
- **Notice and Filing of Requests**. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.
- **Request Information**. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.
- Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.
- **Appeal to City Manager.** If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.
- **7.6.** <u>Delegation</u>. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

- 8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.
- 8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.
- 8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.
- 8.1.4. <u>Architect/Engineer's Remedies Upon Termination by Mutual Consent</u>. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation

for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

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

8.2. Remedies

- 8.2.1. <u>Cumulative Remedies</u>. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.
- 8.2.2. <u>Remedies Not Waived</u>. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

- 9.1.2. <u>Architect/Engineer's Intellectual Property</u>. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.
- **9.2.** Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.
- **9.3.** Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.
- **9.4.** <u>Successors and Assigns</u>. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

- 9.5.1. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2. <u>Amendments</u>. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.
- 9.5.3. <u>Multiple Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 9.5.4. <u>Captions</u>. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

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

9.6. <u>Governing Law</u>

- 9.6.1. <u>Law of Ohio</u>. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2. <u>Capitalized Terms.</u> Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. <u>Notices</u>

- 9.7.1. <u>Addresses</u>. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.
- 9.7.2. <u>Facsimiles</u>. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer then ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at ______. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.
- 9.7.3. <u>Emergencies</u>. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.
- 9.7.4. <u>Change of Address</u>. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.
- **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

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



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

	Brandstetter Carroll Inc.
	Ву:
	Ву:
	CITY OF SANDUSKY, OHIO
	By: John Orzech Interim City Manager
APPROVAL: The legal form and correctness of the	HBIT "1"
instrument is hereby approved.	
Brendan Heil Law Director	

CERTIFICATE OF FUNDS

In the matter of: Site Selection and Conceptual Design Services for the Proposed

Recreation and Community Center

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of

Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such

purposes and are in the treasury of the City of Sandusky or are in the process of collection to

the appropriate fund, free from any previous encumbrances. This certificate is given in

compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated:	, 2023
	CITY OF SANDUSKY, OHIO
	By:
	Michelle Reeder, CPA
	Finance Director
Account Number	Not to Exceed Amount

15



February 27, 2023

2360 Chauvin Dr **LEXINGTON** KY 40517 859.268.1933

255 Seven Farms Drive, Suite 300-A CHARLESTON SC 29492

17304 Preston Rd Suite 1075 DALLAS TX 75252 469.941.4926

308 East 8th St CINCINNATI OH 45202 513.651.4224

1220 West 6th St Suite 300 **CLEVELAND** OH 44113 216.241.4480 City of Sandusky Recreation Department Attn: Chris Mehling Recreation Project Coordinator 240 Columbus Avenue Sandusky, Ohio 44870

RE: Recreation and Community Center: FEE PROPOSAL – Site Selection and Concept Design

Dear Mr. Mehling,

Brandstetter Carroll (BCI) is pleased to submit the following proposal for professional design services for the Sandusky Recreation and Community Center. The scope of work outlined below is based on the RFQ issued by the City, BCI's qualification submission dated 1/25/2023, and discussions held during our meeting on 2/17/2023. The fees below are detailed for the initial phase of work for Site Selection and Conceptual Design. "As Needed" services are also identified as described. We understand that an aggressive schedule is needed to complete this phase of work before August 2023 for the City Commission to authorize placing the Operational Levy on the ballot in November 2023.

SCOPE OF SERVICES

Needs Analysis and Citizen Engagement

<u>Fees</u>

1. Citizen Engagement The Consultant will:

\$23,000.00

- Prepare and execute a citizen engagement plan to include a web-based survey, public workshops, stakeholder meetings, and attendance at public events that may occur within the timeframe of the conceptual phase.
- Prepare a written summary of all input received.
- 2. Case Study Analysis

The Consultant will:

\$9,500.00

- Identify up to three similar recreation centers and analyze each as to local demographics, recreation program offerings, building program and location, initial construction costs, expenses and revenue. Includes visits to each facility.
- Social Needs and Conditions Index The Consultant will:

\$2,600.00

 Obtain and review demographics data by geographic location to identify areas in the city of greatest need for recreation services. Data will be obtained through the CDC Social Vulnerability Index and added to GIS mapping. 4. Building and Site Program

The Consultant will:

- Work with the Owner to develop a list of potential programs and activities to be offered at the new facility.
- Prepare a recommended Building and Site Program to support the program activities identified.
- Tabulate the sizing requirements and prepare a comprehensive Building Program.
- Facilitate regular review meetings with the Owner.
- Prepare preliminary Needs Assessment report.

Site Selection

5. Site Criteria

\$26,000.00

\$8.000.00

The Consultant will:

- Prepare a site selection criteria matrix.
- Work with the Owner to identify potential sites for evaluation.
- Evaluate existing buildings for feasibility of re-use.

The initial building evaluation will be based on whether the existing building can meet the recommended building program current code requirements.

- If the building meets that first criteria, further evaluation will be performed to assess the condition of the condition of the building including mechanical, electrical, and plumbing systems. See "As Needed" services below.
- Evaluate sites based on selection criteria.
- Facilitate regular review meetings with the Owner.

Concept Design

6. Concept Plans

\$14,000.00

- The Consultant will:
 - Prepare concept floor plan options representing the desired building program.
 - Prepare concept site plans for each viable site identified in the Site Selection phase.
- 7. Operating Business Plan

The Consultant will:

Prepare an estimate of annual operating expenses and revenue.

8. Final Report \$11,600.00

The Consultant will:

\$4,800.00

- Prepare a written and graphic report representing the process and recommendations resulting from the Site Selection and Concept Planning phase of work.
- Present a DRAFT of the report to City Commission.
- Prepare a FINAL report incorporating City Commission comments.

Total Site Selection and Concept Design

\$99,500.00

As Needed Services

A. Existing Building Condition Report: cost per building

\$16,400.00

For each existing building that meets the programmatic criteria, the Consultant will:

- Document the existing building systems, capacity, and condition. These may include:
 - Building envelope: roof, walls, windows, doors
 - o Building interior finishes
 - o Electrical system

Mechanical system

o Plumbing system

o Fire Alarm and Suppression

Identify recommended repair or replacement of elements.

- Prepare a space plan diagram for recommended utilization of existing building.
- Prepare an Opinion of Probable Construction Cost for recommended upgrades.

B. Phase 1 ESA - per site

TBD

C. Statistically Valid Survey

\$20,000.00

Sincerely,

Brandstetter Carroll Inc.

Nancy K/Nozik, AIA Vice President

SAM DUSA-OHO OHO OHO

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, Interim City Manager

From: Jonathan Holody, Community Development Director

Date: February 27, 2023

Subject: Commission Agenda Item – Lease Agreement - Peerless Stove and Manufacturing Co.

<u>Items for Consideration:</u> Legislation authorizing the City Manager to enter into a Lease Agreement with Peerless Stove and Manufacturing Co. for the city-owned building and land at 334 Harrison Street, Sandusky, Ohio.

<u>Background Information:</u> Peerless Stove and Manufacturing Co. has leased the building and property at 334 Harrison Street from the City of Sandusky since at least 2003. The company uses the facility for manufacturing, warehousing, distribution and administrative activities related to the production and sales of commercial cooking equipment. The company's current lease at the facility expired on December 31, 2022.

The new lease calls for an initial term of two years, through December 31, 2024, with an automatic extension for up to two (2) additional two-year periods unless terminated upon written notice. The monthly rent will be \$2,100 with an increase of \$50 per month at the time of each extension. Peerless will be required to place all utilities, except water/sewer, into the company's name.

Execution of the new lease will allow Peerless to continue its long tradition of high quality manufacturing and the employment of individuals in the City of Sandusky.

<u>Budgetary Information:</u> The City shall receive monthly rental payments of \$2,100 per month from Lessee during the initial term of the lease. All revenues are to be deposited into the Sewer Fund.

<u>Action Requested:</u> It is requested that the proper legislation be prepared to allow the City Manager to execute a Lease Agreement with Peerless Stove and Manufacturing Co. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to in order to immediately execute the Agreement as the prior Agreement expired on December 31, 2022, and to allow for operations and business activities of the Lessee to continue uninterrupted.

 John Orzech	Jonathan Holody
Interim City Manager	Community Development Director

cc: Brendan Heil, Law Director

I concur with this recommendation:

Michelle Reeder, Finance Director Cathy Myers, City Commission Clerk

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR LEASE AGREEMENT WITH PEERLESS STOVE AND MANUFACTURING CO., FOR THE BUILDING AND LAND LOCATED AT 334 HARRISON STREET, SANDUSKY, OHIO, FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Peerless Stove and Manufacturing Co. has leased the building and land located at 334 Harrison Street since January 1, 2003, which consists of approximately .90 acres of City owned land and is used as a manufacturing, warehousing, distribution and administrative activities related to production and sales of commercial cooking equipment; and

WHEREAS, the proposed Lease Agreement is retroactive from January 1, 2023, through December 31, 2024, and includes an automatic extension for up to two (2) additional two (2) year periods, unless terminated upon written notice; and

WHEREAS, the City will receive monthly rental payments of \$2,100.00 from Peerless Stove and Manufacturing Co. during the initial term of the lease with an increase of \$50.00 per month at the time of each automatic extension and these revenues will be placed into the Sewer Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement as the prior Lease Agreement expired on December 31, 2022, and to allow the operations and business activities of the Lessee to continue uninterrupted; and

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

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

Section 1. The City Manager is authorized and directed to enter into a two (2) year Lease Agreement with the Peerless Stove and Manufacturing Co., of Sandusky, Ohio, retroactive from January 1, 2023, through December 31, 2024, with an automatic extension for up to two (2) additional two (2) year periods unless terminated upon written notice, substantially in the same form as Exhibit

PAGE 2 - ORDINANCE NO. _____

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

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

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

consistent with carrying out the terms of this Ordinance.

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

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

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

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

thereof.

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

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

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

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

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

law.

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

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

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

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

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as "Lessor"), and Peerless Stove and Manufacturing Co., an Ohio Corporation, located at 334 Harrison Street, Sandusky, Erie County, Ohio, 44870, (hereinafter referred to as "Lessee").

SECTION 1.

DESCRIPTION OF PREMISES

Lessor does now lease to Lessee the building and land located at 334 Harrison Street, Sandusky, Erie County, Ohio 44870, and more specifically described in Exhibit "A" which is attached to this Lease Agreement and specifically incorporated as if fully rewritten herein and collectively hereinafter referred to as the "Leased Premises".

SECTION 2.

TERM

The term of this Lease shall commence on January 1, 2023, and shall end on December 31, 2024 (the "Initial Term"). This Lease, pursuant to the terms contained herein, shall automatically extend for up to two (2) additional two year periods (the "Renewal Term(s)"), unless Lessor or Lessee, within one year of the end of the Initial Term or any subsequent Renewal Term(s) (collectively "Lease Term"), provides written notice to the other party to not renew the lease.

SECTION 3.

TERMINATION

This Lease may be terminated by either party, for any reason, upon written notice thereof being provided to the persons and addresses provided in Section 22 below. In the event that the City determines to terminate this Lease, the Lessee shall have one year from the date of the notice of termination to vacate the property. In the event that this Lease is terminated with less than one year remaining in the Lease Term, this Lease shall automatically be extended to one year from the date of the notice of termination (the "Extension Period").

SECTION 4.

RENT

Lessee shall pay Lessor for the use of the Leased Premises \$2,100.00 per month for each month of the Initial Term of the Lease payable in advance on the first day of month during the entire term of the Lease at the following office address, City of Sandusky Finance Department, 240 Columbus Avenue, Sandusky, OH 44870 or at another place as Lessor may designate, without any set-off or deduction, except that Lessee shall pay the 1st monthly installation of rent upon the execution of this Lease. The monthly rental rate shall be increased by \$50.00 at the time of each automatic extension of the lease.

If Tenant fails to make any payment of rent on or before the fifth business day after the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of \$250.00. Such late charge shall be due and payable with the next installment of rent due hereunder.

SECTION 5.

DELIVERY OF POSSESSION AT BEGINNING OF TERM / ACCEPTANCE

Lessee acknowledges possession of the Leased Premises at the beginning of the term of this Lease. Lessee has occupied the premises under prior Lease Agreements since January 1, 2003, and knows the condition of the Leased Premises and accepts the same as being in a good state of repair and in sanitary condition.

SECTION 6.

USE OF LEASED PREMISES

Lessee agrees that the Leased Premises shall be used by Lessee exclusively for the operation and management of the Peerless Stove and Manufacturing Co. and for no other purpose and in compliance with all Federal, State and Local laws, regulations and requirements. No other usage of the Leased Premises shall be allowed unless prior written consent is obtained from the City Manager or his/her designee of the City of Sandusky, Ohio, which shall be granted or not granted at the absolute discretion of Lessor.

SECTION 7.

INSURANCE / INDEMNIFICATION

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(i) Lessee at its sole cost shall maintain liability insurance acceptable to Lessor with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for its activities related to this Lease and the

Premises. Insurance shall be on an 'occurrence' form. Deductible or retention shall be disclosed to Lessor. Policy terms must be acceptable to Lessor.

- (ii) All liability insurance shall insure performance by Lessee of the indemnity provisions of this Section 6. Both Lessor and its employees, agents, officers, elected officials and representatives shall be named as additional insureds. The liability insurance policy shall not include a Cross Insured exclusion.
- (iii) All insurance required in this section shall be issued by insurance companies authorized to do business in the State of Ohio with a financial rating of at least A- and at least VI as rated in the most recent A. M. Best Company report and shall provide that the coverage may not be reduced or materially cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to Lessor.
- (iv) All insurance required in this section shall be primary and not contributory with regard to any other available insurance to Lessor and its employees, agents, officers, elected officials and representatives.
- (v) Each certificate and applicable endorsement of the policy shall be deposited with Lessor at the commencement of the term of this Lease Agreement and on each renewal of the policy. Lessor's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Lessee's obligations or the rights of Lessor.
- (vi) The minimum limits of the insurance required in the section shall in no way limit or diminish Lessee's liability under other provisions of this Agreement.

B. INDEMNIFICATION

(i) Lessee shall defend, indemnify and hold Lessor and its employees, agents, officers, elected officials and representatives, harmless from and against

any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease Agreement and the performance or non-performance, act or omission of any of the obligations, responsibilities or requirements in this Lease Agreement by Lessee its parent company, or any subsidiaries, related and affiliated companies of each and the officers, directors, shareholders, agents, employees, agents, subcontractors or invitees of each, except to the extent caused by the negligence of Lessor.

C. ENVIRONMENTAL

Lessee shall comply with all applicable State, Federal, and Local Air and Water Pollution Control and prevention laws and regulations regarding the use and occupancy of the Leased Premises.

Lessee shall not cause or permit any hazardous material to be brought upon, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, invitees or guests except for such hazardous material as is necessary to the operation of the Lessee.

Any Hazardous Material permitted in the Leased Premises as provided above, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to this Hazardous Material.

Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, that material (as is reasonably determined by a governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety or persons, whether located in the Leased Premises or

elsewhere, of (b) the condition, use or enjoyment of the water or any other real or personal property.

As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conversation and Recovery Act of 1976 as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive and Liability Act of 1980, as amended from time to time. And regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance that is or becomes regulated by any federal, state, or local governmental authority.

Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material utilized in the Leased Premises by the Lessee its agents, employees, contractors, invitees, or guests. Lessee shall defend, indemnify, and hold namless Lessor and its officers, agents, elected officials, employees, any representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or (d) any violation of any laws applicable thereto.

SECTION 8.

MAINTENANCE AND REPAIR BY LESSEE

Lessee shall take good care of the Leased Premises and the fixtures in the Leased Premises and shall keep the same in good working order and condition, including particularly the protection and repair of water pipes, electrical systems, heating and air conditioning equipment, plumbing, fixtures, appliances, and utility lines and systems, and shall keep the Leased Premises and the approaches, sidewalks, and the parking lot adjacent to the premises clean and presentable (including policing the grounds if they are included in the Leased Premises), and free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the Leased Premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the Leased Premises not caused by fire and other casualty, as set forth in Section 12 and all damage to glass shall be promptly repaired by Lessee.

Lessee shall provide routine maintenance and minor repair to the roof, exterior walls, gutters, and downspouts of the building leased, except as to damage arising from the negligence of Lessor. Lessor shall be responsible for major repair for damage not caused by Lessee. Any repairs, renovations, or modifications of the building must not change the exterior and must be approved by the City Manager or his/her designee of the City of Sandusky.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to

or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part of the premises, at the expiration of this Lease or any extension of it.

Lessor and Lessee agree that Lessor shall have no obligation to provide security in the form of or alarms or security personnel for the Leased Premises and that any such security desired by Lessee shall be obtained and paid for by Lessee.

SECTION 9.

LESSOR'S RIGHT OF ENTRY

Lessor or Lessor's agent may enter the Leased Premises at reasonable hours to examine the same, to do anything Lessor may be required to do under this Lease or which Lessor may deem necessary for the good of the Leased Premises.

SECTION 10.

UTILITIES AND SERVICES

Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the Leased Premises unless otherwise expressly provided in this Lease Agreement. Lessee shall also be responsible for removal of garbage from the Leased Premises. Lessee shall place all utilities, with the exception of water, in Lessee's name.

SECTION 11.

SIGNS AND ADVERTISEMENTS

Lessee shall not put upon or permit to be put upon any part of the Leased Premises any signs, billboards or advertisements whatever, without the prior

written approval of the City Manager or his/her designee of the City of Sandusky and in compliance with the Codified Ordinances of the City of Sandusky.

SECTION 12.

DAMAGE TO PROPERTY ON LEASED PREMISES

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Leased Premises shall be at Lessee's sole risk and hazard and that Lessor and its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such property.



In case the Leased Premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenantable, then in such event, at the option of Lessor, this Lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest in the premises to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessor shall exercise such option to terminate this Lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessor shall repair the Leased Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration

of untenantability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty (30) days after the request of Lessor. If the Leased Premises shall be only slightly injured by fire or the elements, so as not to render the same untenantable and unfit for occupancy, then Lessor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however the necessity may occur.

SECTION 14.



Lessee shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the premises or the use of the premises, and save Lessor harmless from expense or damage resulting from failure to do so. The Leased Premises are not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to title being in the name of Lessor.

SECTION 15.

ASSIGNMENT OR SUBLEASE

Lessee shall not assign, transfer or encumber this Lease Agreement and shall not sublease the Leased Premises or any part of the Leased Premises or allow any other person to be in possession of the Leased Premises without the prior written consent of the Lessor.

SECTION 16.

SURRENDER AT END OF TERM

At the expiration of the Lease Term and/or Extension Period, Lessor shall have the right to enter and take possession of the Leased Premises and Lessee agrees to deliver the same without process of Law. Lessee shall be liable to Lessor for any loss or damage including attorney's fees and court costs incurred as a result of Lessee's failure to comply with this obligation.

SECTION 17.

RESTORATION OF LEASED PREMISES

Lessee agrees that at the expiration of the Lease Term, Extension Period, upon the earlier termination of this Lease Agreement, or upon the Lessee's unlawful abandonment of the Leased Premises, whichever occurs first, Lessee will surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

SECTION 18.

HOLDING OVER

Any holding over by Lessee after the expiration of the term of this Lease Agreement or any extension of it shall be construed to be a tenancy from month to month at a monthly rental equal to the rent payable during the last month immediately prior to the expiration of the term and shall be subject to the terms and conditions of this Lease Agreement. Nothing in this Lease Agreement shall be construed to authorize any such holding over.

SECTION 19.

DEFAULT

If default is made in the payment of any installation of rent on its due date, or if Lessee shall default in the performance of any other agreement (other than payment of rent) continuously for ten (10) days after written notice of default, or if the premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of Lessor, and Lessor may re-enter the premises and take possession, with or without legal process and without notice or demand, other than the prior ten (10) days notice which shall include assertion the Lessor may take possession in ten (10) days if default remains uncured. The service of notice, demand, or legal process in such case is waived, and upon such entry by Lessor, this Lease shall terminate and Lessor may exclude Lessee from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Lessee for any damages or for prosecution for the same. Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Lessee agrees, notwithstanding termination of this Lease and re-entry by Lessor that Lessee shall remain liable for a sum equal to the entire rental payable to the end of the term of this Lease and shall pay any loss or deficiency sustained by Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased premises or any part of the premises for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the

remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses of every kind for repairs, recovering possession, and re-letting the same, which difference shall accrue and be payable monthly.

All property of Lessee which is now or may later be at any time during the Lease Term in or upon such premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent reserved in this Lease, and for any damages arising from any breach by Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such lien and take possession of such property or any part of it and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of such sale to pay the costs of taking possession of and selling such property, and then toward the debt and/or damages. Any excess of the proceeds of the sale over such costs, debt, and/or damages shall be paid to Lessee. Any such sale shall bar any right of redemption by Lessee.

If Lessor shall default in the performance of any of its obligations under this Lease, Lessee shall provide notice of the default to Lessor and should the default be substantial in nature so as to significantly affect Lessee's ability to perform its obligations pursuant to the Transportation Agreement between Lessor and continue for ten (10) days after written notice of default, the Lease shall terminate, at the option of Lessee. Should Lessor's default substantially affect Lessee's use (including but not limited to adequate function of all utilities), the rent due to Lessor may be withheld by Lessee until such time as the default is remedied.

SECTION 20.

WAIVER

The rights and remedies of Lessor and Lessee under this Lease Agreement, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this Lease Agreement or allowed by law. A waiver by Lessor or Lessee of any breach or breaches, default or defaults, of the other party under this Lease Agreement shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid under this Lease Agreement shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. The acceptance and use by Lessee of the any part of the premises subsequent to the date a default by Lessor should have been remedied shall in no manner alter or affect the covenant and obligations of Lessor pursuant to this Lease. No receipt of money by Lessor after the termination in any way of this Lease Agreement shall reinstate, continue, or extend the term above demised.

SECTION 21.

INSOLVENCY / ENCUMBRANCES

The occurrence of any of the following events shall constitute a breach of this Lease Agreement by Lessee and a default under this Lease Agreement: (1) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (2) a general assignment by Lessee for the benefit of creditors; or (3) any action taken or suffered by lessee under any insolvency or bankruptcy act.

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this Lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this Lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This Lease is subject to provisions of the City Charter, Ordinances, and State Statutes prohibiting alienation of title.

SECTION 22.

NOTICES

Notices, approvals, consents and other communications required or permitted under this Lease Agreement shall be in writing and be deemed effectively served by depositing in the United States certified mail, or express mail, postage prepaid, return receipt requested, and addressed to the Lessor and Lessee at the following addresses:

Lessor: City of Sandusky

c/o City Manager

240 Columbus Avenue Sandusky, Ohio 44870

With copies by regular U.S. mail to:

Lease Agreement City of Sandusky / Peerless Stove and Manufacturing Co. Page 16

> Law Director City of Sandusky 240 Columbus Avenue Sandusky, Ohio 44870

And Finance Director
City of Sandusky
240 Columbus Avenue
Sandusky, Ohio 44870

Lessee: Peerless Stove and Manufacturing Co.

c/o Bryan Huntley 334 Harrison Street Sandusky, Ohio 44870

Either party may change its notice address by giving notice to the other in the foregoing manner.

SECTION 23.

COVENANTS TO RUN WITH THE LEASED PREMISES

The covenants contained in this Lease shall run with the Leased Premises, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this Lease.

SECTION 24.

ENTIRE AGREEMENT

This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties

unless evidenced by an Agreement in writing signed by Lessor and Lessee after the date of this Lease Agreement.

SECTION 25.

SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

SECTION 26.

CAPTIONS

The captions of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and shall have no effect on the construction or interpretation of this Lease Agreement.



CHOICE OF LAW

This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

Lease Agreement City of Sandusky / Peerless Stove and Manufacturing Co. Page 18

SIGNATURE PAGES TO FOLLOW



11	N WITNESS	WHEREOF,	Lessor	and	Lessee	have	duly	executed	this
agreem	ent, all as of	the date her	einbefo	re wri	tten.				
WITNES	SES:			LE	SSEE: PE	ERLES	S STO	VE AND	
				D /		TIIDIA	10.00		

WITHESSES.	MANUFACTURING CO.			
	BRYAN HUNTLEY			
STATE OF OHIO) ERIE COUNTY The state of ohio is set of the state of ohio is set of the state of ohio is set of the state	BIT "1"			
Public in and for said County and Peerless Stove and Manufacturing C	, 2023, before me, a Notary State, personally appeared Bryan Huntley, Co., and acknowledged his execution of the nority and that the same is his voluntary act and Manufacturing Co.			
IN WITNESS WHEREOF, I have hofficial seal on the day and year afore	nereunto subscribed my name and affixed by esaid.			

Notary Public	
My Commission Expires:	

Lease Agreement
City of Sandusky / Peerless Stove and Manufacturing Co.
Page 20

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

WITNESSES:	LESSOR: CITY OF SANDUSKY		
	JOHN ORZECH		
	INTERIM CITY MANAGER		
STATE OF OHIO)			
) ss:			
ERIE COUNTY)			
City Manager of the City of San the foregoing instrument as said its authority and that the same behalf of said City and the volunt	ave hereunto subscribed my name and affixed by		
official seal on the day and year	aforesaid.		
	Notary Public		
	My Commission Expires:		
Approved as to Form:			
Brendan Heil (#) Law Director, City of Sandusky			

EXHIBIT "A"

334 Harrison Street, Sandusky, Erie County, Ohio 44870

Lease area shown in Red



ORDINANCE	NO.	

AN ORDINANCE AMENDING PART THIRTEEN (BUILDING CODE), TITLE FIVE (ADDITIONAL LOCAL PROVISIONS), CHAPTER 1341 (ENVIRONMENTAL HEALTH HOUSING CODE) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose and intent of these amendments is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City; 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 update the City's transient rental regulations regarding rooming and tourist houses so that the City can begin processing transient rental permit applications for 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 Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

NEW LANGUAGE APPEARS IN BOLD PRINT LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Thirteen (Building Code), Title Five (Additional Local Provisions), Chapter 1341 (Environmental Health Housing Code), of the Codified Ordinances of the City be amended as follows:

1341.32 TRANSIENT RENTAL PROPERTY REGULATION

(a) Purpose and intent.

The purpose and intent of this section is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City.

- (b) Definitions.
 - (1) "Transient occupancy" means to use, occupy or possess, or the use, occupancy, or possession of a dwelling or other living accommodation for a period of 30 consecutive calendar days

or less.

- (2) "Transient rental" means the renting, letting, subletting, leasing or subleasing of a dwelling for a period of 30 consecutive calendar days or less.
- (c) Code Enforcement Division.
 - (1) The Code Enforcement Division shall maintain a registry of individuals offering transient rentals and maintaining essential records on licensed transient rentals.
 - (2) Monitor transient rentals for compliance with building codes, health codes, and provisions of this section.
 - (3) Inspect the interior and exterior of the dwelling to be used as a transient rental upon submission of a transient rental permit application.
 - (4) Investigate suspected violations of this section.
 - (5) Refer suspected violations of the fire, health, building, or tax codes, zoning regulations, or other laws regarding transient rentals to the appropriate City department or the appropriate governmental agency.
- (d) Transient Rental Permit Application.
 - (1) Each owner of a dwelling being used for transient occupancy must apply to the Code Enforcement Division for an annual permit which expires on December 31st of the year the permit is issued, and pay the applicable annual fee. and pay an annual fee of \$500.00 per dwelling annually
 - A. With the exception of Owner-occupied Rooming Houses and Tourist Houses, the annual fee for a permit shall be \$500.00 per dwelling.
 - B. The annual fee for an Owner-occupied Rooming House or Tourist House permit shall be \$200 per dwelling.
 - (2) To obtain a permit, the owner of a dwelling intended on being used for transient occupancy must apply for a permit on a form approved by the City Manager, that will include the following:
 - A. A certification from the Housing Manager that the dwelling is not subject to outstanding City Code or State law violations;
 - B. The name, street address, mailing address, and telephone number of the owner of the dwelling to be used for transient occupancy purposes;
 - C. The name, street address, mailing address, and telephone number of the operator of the dwelling to be used for transient occupancy purposes if different than the owner;
 - D. The street address of the dwelling to be used for transient occupancy purposes;
 - E. A floor plan of the dwelling showing number of bedrooms, points of ingress/egress, basement rooms,

- points of exits, and locations of smoke alarms, as well as a parking plan;
- F. Proof of property insurance;
- G. Proof of payment of all applicable taxes, including real estate taxes, due as of the date of submission of the application; and
- H. Any other information requested by the City Manager necessary to protect the health, safety, and welfare of the City of Sandusky.
- (3) No transient occupancy permit shall be issued for a dwelling unless the Code Enforcement Division has conducted an internal and external inspection of the dwelling including any dwelling units and determined that:
 - A. The dwelling and any common spaces in the dwelling meet health, fire, and building code standards for the type of dwelling;
 - B. The dwelling meets any other requirements that the Code Enforcement Division deems necessary to ensure the health and safety of visitors during transient occupancy.
- (4) No owner of a dwelling in any Residential Zoned area, except the Residential Business area shall be able to apply for a transient rental permit, unless the City of Sandusky Planning and Zoning Division has determined that the dwelling has been legally provided a legal non-conforming use for transient occupancy or the dwelling is located in a Transient Occupancy Overlay District.
- (5) The permit shall be valid from the date of issuance shall expire on December 31st of the year of issuance. If it is found that a dwelling has been used for transient occupancy without a permit, there shall be a one year waiting period from the date of such finding for the owner of the dwelling to become eligible to apply for a transient rental permit.
- (e) Transfer of Transient Rental Permit.
 - (1) The Housing Manager may approve the transfer of a transient rental permit for a dwelling from the prior owner of a dwelling to the purchaser of the dwelling following a request from the purchaser to do so, which request shall not unreasonably be denied.
 - (2) If the transfer is approved, the purchaser must register as required under section 1341.32(d)(2) but no additional registration fee is required for that calendar year.
- (f) Transient rental health and safety regulations.

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- (1) The maximum number of persons who may occupy the dwelling overnight during a transient occupancy shall be limited to two (2) persons per bedroom, plus three (3) additional persons per dwelling in a dwelling located in a residentially zoned area. The overnight occupancy limit of dwellings located in areas other than residentially zoned areas shall be determined on a case by case basis by the Code Enforcement Division at the time a permit application is submitted.
- (2) Only one open rental agreement per dwelling is permitted at a time for the purposes of transient occupancy.
- (3) The owner of a dwelling being utilized for transient occupancy must maintain a copy of all rental agreements for the dwelling being used for transient occupancy for a period of twenty-four (24) months, and provides said agreements to City for inspection upon request.
- (4) The dwelling being utilized for transient occupancy must have an off-street parking plan approved by the Planning and Zoning Division.
- (5) No transient rental dwelling shall allow overnight on-street parking, unless approved prior to the issuance of a permit by the Planning and Zoning Division.
- (6) A property being utilized as a transient rental shall visibly display a transient occupancy permit outside the main entry of the property.
- (7) The registered owner or operator for the transient rental shall be within a one-hour arrival of the transient rental unit while the transient rental is being occupied.
- (8) No person shall sell food to a transient guest while the guest uses the property unless such person has obtained food safety permits.
- (9) No person shall sell or provide alcoholic beverages to any transient guest while the guest uses the dwelling unless such person obtains an appropriate license from the State of Ohio.
- (10) No person shall be allowed to transient rent a dwelling that is in violation of the City of Sandusky's health code, building code, or zoning regulations.
- (11) No person shall display a transient occupancy permit or allow transient occupancy of a dwelling that has had its permit suspended, revoked, or denied.
- (12) No person shall allow a dwelling to be listed or advertised as a

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transient rental prior to obtaining a valid transient occupancy permit.

- (13) No person shall allow a dwelling to be listed or advertised as a transient rental if the transient occupancy permit has been suspended, revoked, or denied.
- (g) Enforcement procedures.
 - (1) Upon the filing of a complaint that a person has engaged in a transient rental in violation of this section, the Code Enforcement Division shall take all steps necessary to determine the validity of the complaint.
 - (2) The Code Enforcement Division shall independently determine whether a person has offered transient rental in violation of this section.
 - (3) If while investigating transient rental activity the Code Enforcement officer discovers suspected violations of the fire, health, building, or tax codes, or the zoning regulations, or other laws, the Code Enforcement officer shall report such suspected violation to the relevant City department or governmental agency.
 - (4) To determine if there is a violation of this section, the Code Enforcement Division shall initiate an investigation of the subject property and/or request any pertinent information from a person offering transient rental, including records required by this section, leases, or other documents.
 - (5) If the Code Enforcement Division determines that a person has violated any provision of this section, the Code Enforcement Division shall issue a cease and desist order and shall assess the appropriate penalty and fines for said violation.
 - (6) The Code Enforcement Division's ability to assess penalties and fines for violations of this section, are separate and apart from any civil or criminal violations, penalties, and fines able to be assessed by any other City department, including, but not limited to, the City of Sandusky Fire Department, the City of Sandusky Police Department, and the City of Sandusky Planning and Zoning Division.
- (h) Penalties and fines.
 - (1) The Code Enforcement Division shall assess the owner for violations of this section as follows:
 - A. First Violation -- \$500 fine;
 - B. Second Violation -- \$1,000 fine; and
 - C. Third Violation -- \$2,500 fine.

- (2) Multiple violations that arise out of the same set of facts or circumstances, or occur on the same date, may constitute one violation or multiple violations based upon the severity of the violations as determined by the City of Sandusky Code Enforcement Division.
- (3) Each day the dwelling owner violates this section shall constitute a separate violation.
- (4) The City has the right to revoke the owner's right to use his or her dwelling for transient occupancy after three violations of this section within a period of 12-months. If the City revokes the owner's right to use his or her dwelling for transient occupancy, such revocation shall be for a period of no less than twelve (12) months from the date of the third violation.
- (i) Other Remedies.
 - (1) Civil Action. The following parties may seek also injunctive or other relief to prevent or remedy violations of this section:
 - A. The Law Director for the City of Sandusky;
 - B. A neighborhood association whose borders include the property; and
 - C. Any neighboring property owner or occupant who would be specially damaged by any such violation.
 - The prevailing party in such an action shall be entitled to recover reasonable costs, attorney's fees, and statutory damages.
 - (2) Criminal Action. Any person who violates any provision of this section may be guilty of a misdemeanor of the third degree. Any person convicted of a misdemeanor hereunder shall be punishable by a maximum fine of \$500 for each dwelling offered for transient occupancy in violation of this section, or by imprisonment for a period not exceeding 60 days, or both.
 - (3) Additional Remedies. Any person convicted of violating any provision of this section in a criminal case or found to be in violation of this section in a civil case shall remit all illegally obtained revenue to the City of Sandusky.

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.

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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: March 13, 2023