



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
APRIL 10, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington
APPROVAL OF MINUTES	March 27, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
PUBLIC HEARING	
INTRODUCTIONS	New Officers: Spencer O’Connell and Thomas Williams, Police Chief Oliver
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

ITEM A – Submitted by Cody Browning, IT Manager

MUNICIPAL CONDUIT LEASE TO EVERSTREAM SOLUTIONS

Budgetary Information: The cost for this lease agreement is charged yearly with a total cost over a 12-month period of \$715.00. This will be paid by Everstream Solutions LLC, to the City of Sandusky.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a municipal conduit lease agreement with Everstream Solutions LLC of Cleveland, Ohio, for the lease of City conduit in the right-of-way on Shoreline Drive; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by James Stacey, Transit Administrator

ADOPTION OF UPDATED FACILITY MAINTENANCE PLAN FOR STS

Budgetary Information: There is no impact to the Sandusky Transit System’s or City of Sandusky’s budget.

RESOLUTION NO. _____: It is requested a resolution be passed approving and adopting an Updated Facility Maintenance Plan for the buildings and land commonly referred to as the Amtrak Station as required by the Federal Transit Administration and Ohio Department of Transportation; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Jason Werling, Recreation Superintendent

PERMISSION FOR GRANT APPLICATION TO ERIE METROPARKS FOR RECREATION

Budgetary Information: The Sandusky Recreation Department is applying for all three of the three levels of grant funding with priority to the highest level. Pickleball Courts at Venice Park - Back in 2018, the Recreation Department was approached by SportMaster of Sandusky in providing a location for free surfacing of a pickle ball court within the city. The former tennis court at Venice Park was selected as the best location because of the demographics of the area. We are requesting grant funding of \$7,412 from Erie MetroParks for the estimated \$15,000 project. Two other projects to be determined will be submitted with the application upon approval of the Recreation Board at their meeting on April 12, 2023. The additional two grant requests will not exceed the \$1,000 and \$3,000 limits for a maximum of \$11,412 requested from EMP.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of a grant application to the Erie Metroparks Board of Park Commissioners for financial assistance through the 2023 Local Park Capital Improvement Grant Program for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

ACQUISITION OF FOUR PARCELS INTO LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate thirteen thousand six hundred sixty-five dollars (\$13,665.00) owed in delinquent taxes.

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

REGULAR AGENDA

ITEM 1 – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL OF GRANT AGREEMENT WITH KAGLAND

Budgetary Information: The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis, payable upon completion of the project and proof of incurred expenses.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000.00 through the Housing Development and Beautification Grant Program to Kagland, LLC, in relation to the property located at 1012 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Scott Kromer, Streets & Utilities Superintendent

PERMISSION TO AMEND CEMETERY RULES AND REGULATIONS

Budgetary Information: The revenue that is generated due to changes to after-hours charges and the future sales of unused lots will be deposited into the General Fund and applicable endowments.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the rules and regulations for the Oakland Cemetery and Memorial Park in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Scott Kromer, Streets & Utilities Superintendent

APPROVAL TO PURCHASE SINGLE AXLE TRUCK PACKAGE FOR NEW SEWER/MAINTENANCE FREIGHTLINER

Budgetary Information: The total cost for one (1) Single Axle Truck Equipment Package shall not exceed \$86,025.00 and will be paid from Sewer Capital Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a single axle truck equipment package from Henderson Products Inc. of Bucyrus, Ohio, through the Sourcewell Cooperative Purchasing Program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Josh Snyder, Public Works Engineer

AWARD 2023 LOCAL STREET RESURFACING CONTRACT TO PRECISION PAVING

Budgetary Information: The City has elected to award the base bid (see Exhibit “A”), plus Alternate B (Ogontz St. – Cleveland Rd. to Fifth St.), Alternate C (Reclaimite surface sealer) and Alternate E (Fire Station #7 parking lot/driveway). The total construction cost shall not exceed \$761,363.90 and will be paid entirely with American Rescue Plan Act Stimulus Funds. The award amount is \$743.10 (.10%) less than the estimated and previously approved project cost in Resolution 010-23R.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Precision Paving Inc., of Milan, Ohio, for the 2023 Local Street Resurfacing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Josh Snyder, Public Works Engineer

AWARD FIRE STATION #7 ROOF REPAIR CONTRACT TO B & B CONSTRUCTION

Budgetary Information: The total construction cost for this roof work shall not exceed \$24,864.00 and paid for with American Rescue Plan Act (ARPA) Stimulus funds. The award amount is \$24,864.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with B & B Construction Inc. of Doylestown, Ohio, for the Fire Station #7 Roof Repair Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Megan Stookey, Project Manager

PERMISSION TO BID 2023 SIDEWALK REPAIR & REPLACEMENT PROJECT

Budgetary Information: The engineer’s estimate for the 2023 Sidewalk Repair & Replacement project is \$189,235.75 which shall be paid for with \$99,896.67 Capital Projects Funds (Issue 8 Infrastructure), \$29,487.00 American Rescue Act Funds and \$59,852.08 Capital Improvement Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 Sidewalk Repair & Replacement 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 7 – Submitted by Jared Oliver, Police Chief

PERMISSION TO SUBMIT GRANTS FOR SPD BALLISTIC VESTS

Budgetary Information: The total cost for this purchase will not exceed \$11,450.00, of which up to seventy-five percent (75%) will be reimbursed through funds received from federal and state grants. The required local match of the costs will be paid out of the Police Department’s operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and ratifying the submission of grant applications for financial assistance to the Office of the Attorney General through the Ohio Law Enforcement Body Armor Program and to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) through the Bulletproof Vest Partnership (BVP) Program; authorizing and directing the City Manager to purchase ten (10) Level IIIA Soft Panel Ballistic Vests and External Carriers from Lucky Stone of Huron, Ohio, for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 8 – Submitted by Aaron Klein, Public Works Director

AMENDMENT TO WPCLF LOAN AGREEMENT FOR THE MILLS STREET & ULTRAVIOLET PROJECTS

Budgetary Information: With \$4.05M in principle forgiveness and significant interest rate discounts, the terms of the loan agreement will be around \$39M, over 30 years, with an interest rate of around 1.32%. Given these terms, repayment from the Sewer Fund would be approximately \$1.5M annually.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 23-076, passed on March 27, 2023; approving a modified Water Pollution Control Loan Fund (WPCLF) agreement between the City of Sandusky, the Ohio Environmental Protection Agency (EPA), and the Ohio Water Development Authority (OWDA) to finance the cost of the design, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: John Orzech, City Manager
From: Cody Browning, IT Manager
Date: March 31st, 2023
Subject: **Commission Agenda Item – Municipal Conduit Lease**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement with Everstream Solutions LLC, of Cleveland OH, for them to lease conduit from the City of Sandusky.

BACKGROUND INFORMATION: The City relocated overhead telecommunication lines and installed additional conduits in the right-of-way during the rehabilitation of Shoreline Drive for the purpose of leasing to interested private providers of telecommunications without impacting service conditions. The City intends to lease 1 ¼ "conduit running approximately one thousand four hundred thirty feet to Everstream Solutions LLC.

BUDGETARY INFORMATION: The cost for this lease agreement is charged yearly with a total cost over a 12-month period of \$715.00. This will be paid by Everstream Solutions LLC, to the City of Sandusky.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into an agreement with Everstream Solutions LLC, of Cleveland OH, for them to lease conduit from the City of Sandusky. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement so the installation of cable can be completed as soon as possible and prior to the increased traffic along Shore drive beginning this spring.

I concur with this recommendation:

John Orzech, City Manager

Cody Browning, IT Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MUNICIPAL CONDUIT LEASE AGREEMENT WITH EVERSTREAM SOLUTIONS LLC OF CLEVELAND, OHIO, FOR THE LEASE OF CITY CONDUIT IN THE RIGHT-OF-WAY ON SHORELINE DRIVE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, during the rehabilitation of Shoreline Drive, the City relocated overhead telecommunication lines and installed additional conduits in the right-of-way for the purpose of leasing to interested private providers of telecommunications without impacting service conditions; and

WHEREAS, Everstream Solutions LLC is a company that provides, implements and manages telecommunication services and facilities in Ohio and desires to lease a portion of the City's conduit placed in the right-of-way along Shoreline Drive; and

WHEREAS, pursuant to the agreement, Everstream Solutions LLC will pay Fifty Cents (\$.50) per linear foot, per year, for the occupation of approximately 1,430 feet of the City's conduit for a total annual payment of \$715.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement so the installation of cable can be completed as soon as possible and prior to the increased traffic along Shoreline Drive beginning this spring; and

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

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

Section 1. The City Manager be and hereby is authorized to enter into a Municipal Conduit Lease Agreement with Everstream Solutions LLC for the lease of City conduit located in the right-of-way on Shoreline Drive, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being 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: April 10, 2023

MUNICIPAL CONDUIT LEASE AGREEMENT

THIS MUNICIPAL CONDUIT LEASE AGREEMENT (this "Agreement") is made effective on the date of the last signature hereto (the "Effective Date"), by and between the **CITY OF SANDUSKY, OHIO** ("LESSOR") located at 240 Columbus Avenue, Sandusky, OH, 44870 and **EVERSTREAM SOLUTIONS LLC** ("LESSEE") located at 1228 Euclid Ave, Suite 250, Cleveland, OH 44115. LESSOR and LESSEE may each be collectively referred to as "Parties," and individually as a "Party".

WHEREAS, LESSEE is a company that provides, implements and manages telecommunication services and facilities in Ohio; and

WHEREAS, LESSOR is an Ohio municipality which owns conduit infrastructure assets; and

WHEREAS, LESSEE desires to lease from LESSOR and LESSOR desires to lease to LESSEE a non-exclusive lease of a portion of LESSOR's four inch (4") conduit(s) ("Conduit Facilities"), per this agreement, being more particularly described below.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. LEASE

1.1 The purpose of this Agreement is to set forth the terms and conditions under which LESSOR agrees to lease to LESSEE space within the Conduit Facilities.

1.2 LESSOR, for the consideration of the rents and covenants specified to be paid and performed by LESSEE, hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the Conduit Facilities on an "as is" and "where is" basis without warranty for the terms and conditions contained herein (the "Lease").

1.3 The installation of LESSEE-owned communication cable(s) and fiber(s) into the Conduit Facilities shall be at LESSEE's expense and in accordance with this Agreement. LESSEE shall be permitted to pull one (1) one fiber optic innerduct cable ("LESSEE's Cable") through the Conduit Facilities.

1.4 LESSEE's Cable within the Conduit Facilities is described as follows:

One and one quarter inch (1 ¼") in diameter, for a distance of one-thousand four hundred thirty feet, more or less (+/- 1,430') – the location of which is more particularly depicted and shown at Attachment A annexed hereto, incorporated herein, and made a part hereof by reference.

SECTION 2. LESSOR RESPONSIBILITIES

2.1 LESSOR retains ownership and legal title of the Conduit Facilities and all rights to access all LESSOR-owned facilities, rights-of-way, easements and locations where the Conduit Facilities are located.

2.2 LESSOR will allow the connection of the Conduit Facilities with LESSEE's Cable at the starting and ending points of the Conduit Facilities.

2.3 LESSOR will ensure the Conduit Facilities are accessible for the initial installation of LESSEE's Cable. LESSOR will make any repairs necessary to the Conduit Facilities if they are found to be damaged or unusable by LESSEE upon the initial installation of LESSEE's cable. LESSOR shall maintain the Conduit Facilities solely at its own cost unless maintenance is necessary due to LESSEE's gross negligence or willful misconduct, in which case LESSEE shall, as the Parties mutually agree, either (a) make the repairs at LESSEE's own cost, or (b) reimburse LESSOR for the actual, reasonable, and demonstrative costs.

2.4 LESSOR will not over-subscribe or lease remaining conduit space so as to "over crowd" or "over fill" the conduit beyond reasonable construction practices acceptable to LESSOR and LESSEE.

2.5 LESSOR will not install electric or power circuits in the Conduit Facilities unless agreed to by the Parties.

SECTION 3. LESSEE RESPONSIBILITIES

3.1 LESSEE's cable will not prohibit LESSOR from utilizing the remaining space in the Conduit Facilities or leasing the Conduit Facilities to other lessees.

3.2 LESSEE will compensate LESSOR annually, within forty-five days after receipt of an invoice from LESSOR, unless otherwise agreed between the Parties.

3.3 LESSEE will take precautions not to damage the Conduit Facilities or other LESSOR utilities. Any damages caused by LESSEE will be as the Parties mutually agree, either (a) repaired by LESSEE, or (b) LESSEE will pay LESSOR for all actual, reasonable, and demonstrable expenses incurred by LESSOR to repair such damages.

3.4 LESSEE will contact the LESSOR at least twenty-four (24) hours prior to performing work in the Conduit Facilities. A LESSOR representative may be present to inspect the installation and all other work involving the Conduit Facilities.

3.5 LESSEE will cooperate with other LESSOR cables or communication companies that require access to the Conduit Facilities.

Section 4. COMPENSATION

4.1 LESSEE will pay to LESSOR **Fifty Cents (\$0.50) per foot, per year**, for the leased Conduit Facilities. Therefore, the annual payment due to LESSOR shall be **Seven Hundred, Fifteen Dollars and Zero Cents (\$715.00) per year**, based on approximately **one thousand, four-hundred, thirty feet, more or less (+/- 1,430')** of LESSEE's Cable occupation within the Conduit Facilities.

4.2 LESSOR will invoice LESSEE annually in January of each year for leasing the Conduit Facilities for the new or upcoming lease year.

4.3 LESSEE will pay the invoiced amount within forty-five (45) days within receipt of the invoice.

4.4 The amount and timing of the Conduit Facilities Payment may be adjusted, as agreed between the Parties.

4.5 Both Parties shall have the right to renegotiate the compensation structure herein as a result of significant changes in the operational and/or fiscal viability of the system.

SECTION 5. TERM AND TERMINATION OF AGREEMENT

5.1 The Lease granted herein will commence on the Effective Date and the "Initial Term" shall be three (3) years from the Effective Date, renewing on a year-to-year basis unless terminated earlier pursuant to this Agreement (the "Renewal Term"). The Initial Term and Renewal Term may collectively be referred to as the "Term".

5.3 This Agreement and its terms and conditions may be terminated by either Party upon written notice provided to the other Party within at least One Hundred Eighty Days (180) Days prior to the expiration of the current Term.

5.4 Either Party may terminate this Agreement upon uncured default of the other Party, as defined herein.

5.5 In the event that LESSEE no longer uses LESSEE's Cable, LESSEE may terminate this Agreement upon thirty (30) days' prior written notice.

5.5 LESSEE will remove LESSEE's Cable from the Conduit Facilities upon termination of this agreement. If agreeable by the Parties, LESSEE may leave the cable wherein LESSOR will acquire ownership to the cable at no cost to the LESSOR. LESSOR does not assume any past liability as a result of acquiring ownership.

SECTION 6. CONDUIT EXTENSIONS AND ADDITIONAL CAPACITY

If, during the Term of this Agreement, LESSEE requires conduit extensions or additional capacity beyond that leased in this agreement, LESSOR will have the option to supply such extension or additional capacity and LESSOR will be compensated by LESSEE in accordance with this Agreement unless both Parties agree to a different compensation rate. If LESSOR does not desire to supply the additional capacity, LESSEE may install additional conduit capacity as allowed by law and as permitted by the LESSOR if conduit is to be within LESSOR's right-of-way. LESSOR does not grant any use of private property to LESSEE as part of this Agreement.

SECTION 7. INTERFERENCE

LESSEE shall not use the Conduit Facilities in a way that interferes with or adversely affects the use of the remaining space in the Conduit Facilities. LESSEE acknowledges the Conduit Facilities may include cables from other communication companies or the LESSOR.

SECTION 8. RELATIONSHIP OF THE PARTIES

Each Party is an independent contractor and neither Party is authorized to act as an agent for, or legal representative of, the other Party. Neither Party shall have authority to make a contract, agreement, warranty, or representation on behalf of the other Party, or to assume or create any obligation, express or implied, on behalf of, in the name of, or binding upon, the other Party. The Parties agree that this Agreement does not create a fiduciary relationship between the Parties.

SECTION 9. ASSIGNMENT, SUBLEASE

Unless otherwise provided in this Agreement, neither Party may assign its rights and/or obligations under this Agreement, or any portion thereof, without the express written consent of the other Party, which will not be unreasonably withheld. This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. LESSEE may not sublease any portion of the Conduit Facilities without receiving the express written consent of LESSOR. The sale of all or substantially all ownership interest of LESSEE, or corporate consolidation and or merger shall not constitute an assignment under this Agreement when LESSEE remains the surviving entity.

SECTION 10. RELOCATION

LESSOR may relocate all or a portion of the Conduit Facilities: 1) if a third party with legal authority orders such relocation (such as condemnation); or 2) in order to comply with federal state or local laws; or 3) to prevent or clear a conflict with a utility service. LESSOR shall provide LESSEE at least sixty (60) calendar days notice prior to such relocation. LESSOR shall be responsible for relocating the Conduit Facilities. LESSEE shall be responsible for relocating LESSEE's Cable.

SECTION 11. NOTICE

11.1 Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including but not limited to U.S. Postal Service Express Mail and Federal Express) or certified mail or by facsimile. Any notice given by certified mail will be sent with return receipt requested. Any notice given by facsimile will be verified by a facsimile confirmation. All notices will be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

If to LESSOR:

City of Sandusky
Attn: Cody Browning, IT Director
240 Columbus Avenue
Sandusky, OH 44870
Telephone: 419-627-5729
Email: cbrowning@cityofsandusky.com

If to LESSEE

Everstream Solutions LLC
Attn: General Counsel
1228 Euclid Ave, Suite 250
Cleveland, OH 44115
Telephone: 216-923-2246
Email: legalnotices@everstream.net

Either Party may, by proper notice to the other Party, designate any other address for the giving of notice. Any notice shall be deemed to have been given on (a) actual delivery or refusal to accept delivery, (b) the day of mailing by registered or certified mail, or (c) the day facsimile transmission is verified.

SECTION 12. DEFAULT

12.1 The occurrence of any one or more of the following events will constitute a default under this Agreement:

12.1.1 Failure by LESSEE to make any payment when due, or failure to make any other payments or other compensation payable by LESSEE to LESSOR under the terms of this Agreement, upon the expiration of forty-five (45) days from receipt of written notice ("Notice of Default") from LESSOR; or

12.1.2 Failure by either Party in performing any other term, covenant, or condition of this Agreement (each a "Breach") or the inaccuracy in any material respect of any representation or warranty made by either Party to the other, upon Notice of Default.

12.1.3 The Party failing to perform will not be deemed to be in default if such Party has cured such failure within thirty (30) days after notice by the Notice of Default (the "Cure Period"). With respect to any Breach that cannot reasonably be cured within the Cure Period, the default will not be deemed to be uncured if the defaulting party commences cure within thirty (30) days has begun to cure within the Cure Period.

12.1.4 If LESSEE fails to remedy any default of this agreement upon within the timeframes in this Section 12, LESSOR may, within one hundred twenty (120) calendar days' notice, terminate this Agreement. Upon termination, LESSEE's rights to this lease shall cease.

SECTION 13. ABANDONMENT

13.1 LESSEE's ABANDONMENT. LESSOR shall consider the Agreement as abandoned should LESSEE fail to use the Conduit Facilities for more than one (1) year. For purposes of this Section 13.1, "fail to use" is interpreted by the Parties to mean "not occupy". At time of abandonment, LESSEE shall have no further rights with respect to this Agreement. LESSOR shall have the right to use the abandoned Conduit Facilities for its own purposes.

13.2 LESSOR's ABANDONMENT. In the event that LESSOR desires to abandon the Conduit Facilities, LESSEE shall remove and/or relocate LESSEE's Cable from the Conduit Facilities within ninety (90) days' notice from LESSOR of LESSOR's intent to abandon. If such abandonment by LESSOR occurs, then LESSOR may sell the Conduit Facilities to a successor in interest, in which case LESSEE will have the right to maintain LESSEE's Cable within the Conduit Facilities. In the event that LESSOR sells the Conduit Facilities upon abandonment, LESSOR will give LESSEE first right of purchase. If LESSEE purchases the Conduit Facilities under the conditions set forth in this Section 13.2, then LESSOR will execute a bill of sale and all rights, title, and interest in and to the Conduit Facilities will pass to LESSEE as a successor in interest in fee to the Conduit Facilities.

SECTION 14. FORCE MAJEURE

With the exception of payment of fees and charges due under this Agreement, a party will be excused from performance, if its performance is prevented by acts or events beyond the Party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; pandemic or epidemic; the unavailability of necessary materials at reasonable costs; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

SECTION 15. SEVERABILITY

15.1 If any provision(s) of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination will not affect any other provision of this Agreement and all such

other provisions will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

SECTION 16. INDEMNIFICATION

LESSEE shall indemnify, defend and hold harmless LESSOR, its members, affiliates, directors, officers, employees, agents, successors, and assigns (collectively, "Assigns"), from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any kind, including, without limitation, reasonable attorneys' fees and other disbursements, arising out of or sustained in any claim, suit, proceeding or action commenced by any third party (collectively the "Claims") caused by LESSEE's obligations and duties under this Agreement, unless the Claims are caused by LESSOR's gross negligence or willful misconduct. LESSOR shall promptly notify LESSEE in writing of any such claim, suit, proceeding or action to trigger this indemnification. This Section shall survive termination of this Agreement.

SECTION 17. GOVERNING LAW

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

SECTION 18. ENTIRE AGREEMENT

This Agreement, together with all Attachments, notices, appendices and any jointly executed written supplements attached hereto or referenced herein, all of which are hereby incorporated by reference herein, represent the entire Agreement contemplated by the Parties, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. It is understood and agreed by the Parties that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Fiber Facilities between them other than as set forth herein.

SECTION 19. MODIFICATIONS

No modification, release, discharge, or waiver of any provision(s) of this Agreement will be of any force, effect or value unless in mutual writing signed by both Parties or their duly authorized agent or attorney.

SECTION 20. WAIVER

The failure of either Party to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed by the other Party as a general waiver or relinquishment of any other provision of this Agreement, but the same shall, nonetheless be and remain in full force and effect.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE]

The Parties have executed this Agreement as of the effective date first written above.

LESSOR: **THE CITY OF SANDUSKY, OHIO**

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: **EVERSTREAM SOLUTIONS LLC**

By: _____

Name: Greg Meinczinger

Title: Executive Vice President Operations

Date: _____

EXHIBIT "1"

APPROVED AS TO FORM:

BY: _____

NAME: _____

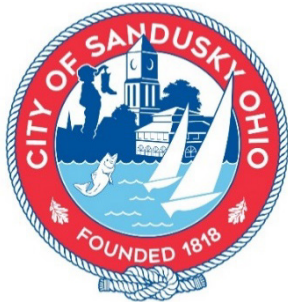
TITLE: CITY OF SANDUSKY LAW DIRECTOR

DATE: _____

ATTACHMENT A

(LESSEE'S CABLE WITHIN THE CONDUIT FACILITIES)





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: John Orzech, Interim City Manager
FROM: James A. Stacey III, Public Transit Administrator
DATE: March 30, 2023
SUBJECT: Adoption of Revised / Updated Facility Maintenance Plan

ITEM FOR CONSIDERATION: Legislation requesting approval for the Interim City Manager to adopt an updated Facility Maintenance Plan for the Sandusky Transit System, in coordination with FTA and ODOT compliance guidelines.

BACKGROUND INFORMATION: As part of a Triennial Review conducted by the Ohio Department of Transportation, a new Facility Maintenance Plan must be adopted as stated in the Corrective Action Compliance Requirements.

The Facility Maintenance Plan is a comprehensive overview of the systems that govern the Amtrak Station and the practices to ensure its upkeep. The plan clearly defines, documents and dictates the collective responsibility the 3rd party operator (First Transit) and the City of Sandusky possess in maintaining the building that houses Sandusky Transit System's operations at 1230 N. Depot St. Sandusky, Ohio. The Facility Maintenance Plan will not only impact the budget by helping manage utility costs associated with the facility but it paints a clear picture of the condition, care and considerations of the historical Amtrak building's essential systems.

The City of Sandusky shall take all necessary steps to assure the Sandusky Transit System is in full compliance with the Federal Transit Administration and Ohio Department of Transportation's Technical Assistance Review.

BUDGET IMPACT: There is no impact to the Sandusky Transit System's or City of Sandusky's budget.

ACTION REQUESTED: It is requested that legislation be adopted allowing the Interim City Manager to adopt the Facility Maintenance Plan for the Sandusky Transit System, in coordination with FTA and ODOT compliance guidelines. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately adopt and execute the updated Facility Maintenance Plan to be in compliance with the requirements of the FTA and Ohio Department of Transportation.

James A. Stacey III, Public Transit Administrator
I concur with this recommendation:

John Orzech, Interim City Manager

Collen Gilson, Director of Community Development

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING AN UPDATED FACILITY MAINTENANCE PLAN FOR THE BUILDINGS AND LAND COMMONLY REFERRED TO AS THE AMTRAK STATION AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION AND OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved a Transportation Services Agreement between the City of Sandusky and First Transit, Inc., of Lombard, Illinois, relating to the Sandusky Transit System by Ordinance No. 23-082, passed on March 27, 2023; and

WHEREAS, as part of a Triennial Review conducted by the Ohio Department of Transportation, an updated Facility Maintenance Plan must be adopted as stated in the Corrective Action Compliance Requirements; and

WHEREAS, the Facility Maintenance Plan is a comprehensive overview of the essential systems that govern the historical Amtrak Station and the practices to ensure its upkeep and clearly defines, documents, and dictates the collective responsibility of First Transit, the City's third party operator, and the City of Sandusky in maintaining the Amtrak Station, located at 1230 N. Depot Street in Sandusky, that houses Sandusky Transit System's operations; 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 immediately adopt and execute the updated Facility Maintenance Plan to be in compliance with the requirements of the FTA and Ohio Department of Transportation; and

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

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

Section 1. This City Commission hereby approves and adopts the Updated Facility Maintenance Plan for the Amtrak Station, as required by the Federal Transportation Administration and Ohio Department of Transportation's compliance guidelines.

Section 2. This City Commission authorizes and directs the City Manager to execute the Facilities Maintenance Plan on behalf of the City for the Amtrak Station located at 1230 N. Dept Street, substantially in the same form as reflected

in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023



City of Sandusky

Division of Transit

Facility Maintenance Plan

EXHIBIT "1"



Table of Contents

MISSION 3

SAFETY 4

FACILITY INVENTORY 14

CUSTODIAL SERVICE 15

GROUNDS MAINTENANCE 21

INTEGRATED PEST MANAGEMENT 23

PREVENTIVE MAINTENANCE 38

CONTRACTED SERVICES 53

ENERGY MANAGEMENT 53

EXHIBIT "1"



MISSION

The Transit Administrator and the contractor's General Manager will assure that the transit facility is a safe, clean, properly maintained working environment that supports and contributes to STS's mission to provide quality, accessible, cost effective and safe public transportation for the residents of the City of Sandusky and Erie County.

Signature Transit Administrator _____
Date

Signature Contractor's General Manager _____
Date

Signature Maintenance Supervisor _____
Date

EXHIBIT "1"

This plan was last reviewed and updated on: 01/01/2023



James A. Stacey III | Transit Administrator
Community Development
Division of Transit
240 Columbus Ave. | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5825
[www.jstacey@cityofsandusky.com](mailto:jstacey@cityofsandusky.com)

SAFETY

General Safety Procedures

1. Emergency Phone Numbers: Fire/Law Enforcement/EMS: 911
Poison Control: 800-222-1222
2. Wear appropriate clothing and Personal Protective Equipment (PPE) for the work being done.
 - a. Wear rubber gloves when cleaning washrooms or locker rooms or when using toxic chemicals.
 - b. Wear safety glasses or goggles when working close to liquid chemicals or when using hand tools.
 - c. Wear closed toe shoes or boots when operating lawn mowing equipment.
 - d. Wear approved helmet, apron, and gloves when welding
3. Follow manufacturers' instructions when mixing chemicals. Always mix chemicals in a well-ventilated area with spill protection.
4. Always read the Material Safety Data Sheet (MSDS) prior to working with new products for the first time or whenever there are questions about how to properly handle the material. MSDS will be available in the Maintenance Office.
5. NEVER use chains and padlocks to secure exit doors during hours of operation. Security is of great importance. In the interest of safety, exit doors must function properly.
6. Always use proper lifting techniques when lifting heavy objects. Lift with the legs. Keep the back straight. Do not twist the body and lift at the same time. Request assistance.
7. The Lock-Out Tag-Out system will be utilized whenever working on electrical circuits.
8. Do not use tools that are broken or that have missing guards, shields, or other protective components. Report broken tools to the Maintenance Supervisor.
9. Any employee hired to operate Agency-owned or leased motor vehicles must meet STS's driver qualification standards as defined in our policies.

10. No employee shall attempt to perform tasks for which he or she has not been trained and authorized to perform by the Maintenance Supervisor.

Chemical Hazards - Use, Storage and Disposal of Chemicals

Toxic, flammable, or otherwise hazardous chemicals are most encountered in the custodial closets, kitchens, maintenance garage, wash bay and storage rooms. It is very important to know how to use, store and dispose of chemicals and other hazardous substances used by personnel in their areas of responsibility. Safety precautions and guidelines for each of these three aspects of safe practices for chemicals are presented next.

Chemical Use:

No one should use any substance, even household products, without understanding what dangers exist and how to use the product safely. Chemical substances should be used only in the manner and for the purpose for which they were intended. Before using any chemical, personnel should learn about possible hazards, disposal and emergency treatment measures, and handling procedures. All of this information can be found on either the label on the product or its Material Safety Data Sheet (MSDS), which will be available for all chemicals. The major safety precaution to take when working with chemicals is to avoid contact as much as possible. This can be accomplished in many ways. Among the points to remember when working with chemicals:

- Avoid using hazardous chemicals for any task that can be done some other way.
- If you must use a hazardous substance, always wear protective clothing (gloves, goggles, shoes) as appropriate.
- Mix chemicals only in approved combinations and to the proper dilution levels. Prepare mixtures in a safe area.
- Do not splash or spill liquids.

Chemical storage:

Proper storage of chemicals can avoid many accidents. Certain chemicals should not be stored near each other, because of the risk of combining fumes or spills. For example, bleach and ammonia may leak or evaporate from improperly sealed containers. If these fumes combine, they react to form an extremely toxic gas. Acids with alkalis, and chemicals with petroleum products such as cleaning liquids, are also hazardous combinations. Other points to note about chemical storage:

- Never transfer chemicals into an unlabeled container.
- Store potentially flammable chemicals in approved containers and areas. NEVER store chemicals in electrical, mechanical, or boiler rooms.
- Keep chemicals away from sources of heat, such as furnaces or sunshine.

- Chemical storage areas should not be crowded and should have a systematic, easy-to-reach arrangement.

Chemical Disposal:

Improper disposal of substances such as cleaning chemicals used on the job can cause serious problems. Material Safety Data Sheets contain information about the safe disposal procedures for the chemical substances used. Some general rules to follow:

- Never flush corrosive or volatile materials into the sewage system.
- Always discard unused portions of mixed chemicals unless information on the label specifically states the mixture may be kept for later use. If this is done, label and store the mixed solution properly.
- In case of spills properly dispose of materials used to clean up spill.

Fluorescent Light Bulb Recycling

Most fluorescent and mercury lamps are hazardous and require special handling. Nationwide, there are over 600 million lamps discarded each year. Until recently, regulations have made it difficult and expensive to properly manage used lamps and most end up in municipal landfills. Now the USEPA has included mercury lamps in the Universal Waste Rule (UWR), a new federal regulation that reduces the cost and regulatory burden on generators who recycle. The Ohio Department of Environmental Services enforces the Universal Waste Rule in Ohio.

DO NOT THROW FLUORESCENT LIGHT BULBS IN DUMPSTERS FOLLOW THE GUIDELINES BELOW TO PROPERLY DISPOSE OF THEM:

Guidelines for packing and shipping fluorescent lamps:

- A contractor can provide boxes to pack lamps and ballasts. Acceptable shipping containers include manufactures' boxes in which the new lamps were shipped, contractor provided four-foot, five-foot, eight-foot, T-26 and T-43 boxes. All other boxes must be approved by Contractor prior to use.
- Fill boxes to capacity with lamps.
- All precautions should be taken to eliminate breakage of lamps. Extra charges may result from broken lamps.
- Do not tape lamps together. This results in excess handling of lamps and additional charges.
- If a box of lamps breaks, place the entire box in a plastic bag immediately. DO NOT open the box. Close and seal the bag. Notify the Contractor of any broken lamps prior to shipment.
- Contractor will complete the Lamp Recycling Manifest and leave a copy at the facility.

Contact the following Contractor for Fluorescent Light Bulb Recycling:

- Heritage-Crystal Clean (877) 938-7948

Electrical Hazards

Working with electricity can be a shocking experience for those not familiar with the hazards of this area. Besides the risk of electrical shock, many fires are caused by electrical misuse or malfunction. Receiving proper training and paying careful attention to safety precautions are important for any tasks involving electricity. Electricity is encountered throughout any Agency building. Electrical hazards occur in kitchens, workshops, and IT rooms. However, it is also possible to find such common hazards as damaged cords or equipment in areas where they might be overlooked – for instance, conference rooms and offices. Personnel should be alert for such potential problems throughout the Agency. Coffee pots and microwave ovens are common hazards. Equipment with heating elements should be carefully monitored and not left unattended. Electrical hazards also exist anytime personnel use or service a vacuum, power tool or other piece of equipment. An understanding of what happens as a result of carelessness with electricity may help avoid electric shocks. Electric current flows through the path of “least resistance.” This path can be the human body, such as happens when a defective piece of electrical equipment is handled when standing on a wet surface. The risk of shock is lessened using a grounding plug or wire, which provides a better path. Insulating the body, such as by wearing rubber gloves or rubber soled shoes, also helps. Here are some general points to remember about electrical safety:

- Never use defective equipment, or equipment with a cracked, frayed, spliced, or worn electric cord or missing the grounding plug.
- Always grasp the plug, not the cord, to unplug equipment.
- Outlets with Ground Fault Circuit Interrupt (GFI) protection devices should be available for use in all areas around water supplies and in damp areas.
- Always use GFI outlets for tasks involving electrical equipment when they are available. For example, use a GFI for power source for a wet/dry vacuum when picking up scrub water. Portable GFI outlets may be used for areas where they have not been permanently installed but are necessary for safety.
- Never use electrical equipment around liquids, unless designed for this.

Fire Hazards

Fire safety means both preventing fires and taking the correct steps if a fire should occur. Fire prevention is the responsibility of all building occupants, but the maintenance staff has a special role to play. Good custodial housekeeping practices (for example, keeping litter and debris out of buildings, cleaning equipment, and vents properly) are important precautions to take against fire hazards. The State Fire Code regulates many safety practices. Briefly, the code covers fire resistance ratings of building materials, use of smoke

detectors and fire alarms, storage of flammable and combustible materials, required means of egress and other related topics. Areas that often contain fire hazards are storage rooms that tend to accumulate trash, equipment rooms, furnace rooms, and the custodial closet. The maintenance person is in a unique position to recognize and eliminate potential fire hazards in many of these areas. Any time a problem is noted, the maintenance person should notify either the Maintenance Supervisor or the Transit Director.

Custodial tasks can sometimes affect the level of fire resistance of an area. In many cases, the structural integrity of all or part of a building is necessary for adequate fire protection. Agency staff should never cause holes in partitions or doors, mar the surface of walls, floors, and floor coverings, or create gaps between frames and windows or doors without considering whether a possible fire hazard will arise. Damage is not the only way a fire hazard relating to building structures can be unintentionally created. By not using built in safeguards properly, the risk of fire damage is greatly increased. You should NEVER leave fire doors open; wedge smoke doors so automatic closing cannot occur or prop open doors or lids on flammable storage cabinets. The same is true for exit doors. There is never any justification for blocking routes of egress or for chaining exit doors, no matter how inconvenient a situation may be.

Four major sources of fire hazards are lightning, electricity, human carelessness, and chemical combustion. Lightning cannot be prevented, but its effects can be minimized by keeping buildings in proper shape. There are many other things personnel can do to eliminate many of these other hazard sources.

- Watch out for defective outlets and be sure they are not used until repaired.
- Never overload a circuit with extension cords or multiple outlets and report any overloads that are noticed.
- Store flammable and combustible materials in approved containers, cabinets, or rooms.
- Debris should never be allowed to accumulate. Flammable materials and gas-powered equipment shall not be stored in electrical or mechanical rooms.
- Cleanliness is important in fire hazard areas such as electrical and mechanical rooms. Dust can be flammable so should be removed from surfaces and equipment frequently.
- Use extreme caution around fuel storage tanks. Any spark, or flame near damaged or defective valves or regulators could cause explosion as well as fire by igniting fumes that may have leaked out.
- Keep electrical equipment in good shape. Report strange noises or other unusual events observed about fan belts, gears, or any other part of a piece of equipment.
- Report any suspicious signs, such as a “burning smell”.
- Hallways, aisles, and doorways must never be restricted or blocked by objects that prevent fast exit in case of emergency.

- Know what actions to take in case of fire. Prompt action can save lives and property.

Fire Extinguishers

All maintenance staff members shall receive training in the proper use of fire extinguishers and in the selection of the proper type of extinguisher for the type of fire.

If taking the time to use a fire extinguisher could put a life in danger.... DON'T.

Use the proper type of fire extinguisher for the fire. Fire extinguishers have a rating on the faceplate, which shows which class or classes of fire it can put out. If you must use as extinguisher, remember the PASS method:

- Pull the pin.
- Aim the extinguisher nozzle at the base of the flames.
- Squeeze the trigger while holding the extinguisher upright.
- Sweep the extinguisher from side to side, covering the fire with the extinguishing agent.

Physical Hazards

Another important area for safety awareness is in physical activity, such as lifting heavy loads and working on a ladder. Physical hazards occur most frequently wherever personnel are working. Wherever a ladder, mop, tools, or other equipment is used, there is potential for accidents. Stairs, hallways, mechanical or boiler rooms, and Agency grounds are all likely places for tripping, falls, or cuts. Many back injuries, broken bones and wounds could be avoided through awareness, carefulness, and proper training. There are many job factors in which personnel can change or improve to help avoid this type of hazard. In this section we will discuss lifting techniques, slip and fall hazards, ladder and stairway safety, power and hand tool safety and also deal with the heat.

Proper Lifting Technique:

The steps to be taken when lifting a heavy object are listed below:

1. Size up the load. If too heavy to handle easily, get help or the proper equipment (such as a hand truck). Delaying the job a few moments to get assistance is better than risking an injury.
2. Check the route. Decide the safest path to take with the load; see that the way is clear; be sure that where the load will be placed is ready.
3. Get a firm footing and take a good grip—feet a little apart for good balance, one beside and one behind the object; keep back straight and aligned with the neck; bend knees, allowing legs instead of back to support the weight; grip the object with the whole hand including palms—not just the fingers.
4. Keep the load close to the body. Tuck arms and elbows into the body and center all body weight over the feet. Lift with a steady thrust, starting with the rear leg.
5. Never twist the body. Move the feet to change direction.

6. Bend knees to put down the load. Be sure fingers are not caught underneath the object as it is put down.
7. Wear proper protective gear, such as gloves, protective foot gear and other clothing, if the load requires special handling. For instance, wear protective gear when carrying liquid chemicals in containers that may leak, or objects with sharp edges.
8. When help is required to move a load, teamwork should be practiced, and one person should call the signals.

REMEMBER:

- PUSH, don't pull
- MOVE, don't reach
- SQUAT, don't bend
- TURN, don't twist

Back Supports Help:

- Support lower back and abdominal muscles
- Reduce fatigue
- Improve lifting posture
- Act as a reminder
- Back Supports DO NOT Make You Stronger

Slipping and Falling Hazards:

Most floors and other surfaces look safe. Each year however, thousands of accidents occur by falling or slipping. Falls are the second most common cause of fatal injuries. Personnel must be aware of many factors that cause slipping and falling.

1. Clothing that is inappropriate for the job can cause falls. Clothing should not be too long or loose. Shoes should be slip resistant, preferably with rubber or other grip type soles.
2. Be alert. Watch for things that can trip people, such as wires, cords, litter, or equipment in the aisles and walkways. This is important both inside buildings and on the grounds. When possible, remove or rearrange such objects so they are not in the way.
3. Wet floors cause a particular hazard. When cleaning floors, place a "caution wet floors" sign to warn people using the area. Added protection is gained by roping off the area whenever possible. Floors should be cleaned when traffic is lightest and should be dried as soon as possible. If the task calls for walking on a wet surface, the technician should place feet carefully and move slowly.
4. Spills and leakage from trash barrels or bags can create another problem situation. Empty a leaking trash container and clean up the spill as soon as possible.
5. Falls are commonly caused by tripping over obstacles in walkways. Personnel can thoughtlessly create this type of hazard for others on the Agency grounds. All equipment and supplies should be stored properly, out of the walkways. Never leave tools or equipment lying around if they are not actually being used.

Stairway and Ladder Safety:

Working at a distance above the ground also creates a potential falling hazard. There are many tasks that require the use of a ladder, scaffold, or other type of support. Stairways and ladders are among the most frequently used items on the job. Routine use of stairs and ladders can lead to carelessness. Accident figures show that traveling up and down stairs is not always as safe as it looks. Safety on ladders and stairways involves understanding of what they were designed for and how to use them.

- **SAFETY FIRST!**
- **NEVER** use a support that was not specifically designed for such use. That is, use a stepladder not a chair.
 - **Stepladders:**
 - Stand by themselves.
 - Are not adjustable in length.
 - Have a hinged back.
 - Have flat steps that are 6 to 12 inches apart.
 - Open at least one inch for each foot of the ladder's length.
 - **Rules for using stepladders safely:**
 - Make sure ladder is fully open and the spreaders are locked.
 - Do not climb, stand or sit on the top two rungs.
 - **Extension ladders:**
 - Lightweight and durable.
 - Adjustable in length.
 - Made up of two or more sections that travel in glides or brackets.
 - At least 12 inches wide.
 - No longer than 24-foot per section.
 - **Rules for using extension ladders safely:**
 - Have a co-worker help you raise and lower the ladder.
 - Never raise or lower the ladder with the fly section extended.
 - Be sure to secure or foot the ladder firmly before extending it.
 - Set up the ladder with about three feet extending above the work surface.
 - When using an extension ladder figure out and use the right set up angle or pitch. The distance from the foot of your ladder to the base of what it is leaning against should be about one fourth of the distance from the ladders top support to its bottom support.

Inspection and Maintenance of Portable Ladders:

Ladders must be always kept in good condition. They need care and cleaning, especially when used in oily or greasy areas or left outside. Regular inspections will help make sure ladders are safe. Check each ladder in these ways:

- Look for broken or missing steps or rungs.
- Look for broken or split side rails and other defects.
- Feel for soft areas on wooden ladders.
- Check for rust or weakness in the rungs and side rails of metal ladders.
- Check fallen or misused ladders for excessive dents or damage.
- Tag defective ladders and remove from service immediately to prevent any accidents.

General Safety Tips for setting up and using portable ladders:

- Make sure the ladder will be standing on a firm level surface.
- Try not to set a ladder up in a passageway. If you must use a ladder in a passageway, set out cones or barricades to warn passers-by.
- Never place a ladder on an unstable base for more height.
- Use both hands for climbing.
- Hoist your tools if carrying them would keep you from using both hands.
- Don't stretch in order to reach something. Climb down and move your ladder.
- Use wooden or fiberglass ladders for electrical work or in areas where contact with electrical circuits could occur.
- Only one person should be on a ladder at any time. Whenever possible have an extra person hold the ladder steady.
- Do not use a ladder for anything other than a ladder.

Stairways:

A stairway is a series of steps and landings that has four or more risers. Stairways let you move from one level to another. Most stairway accidents occur because personnel do not realize the hazards of climbing stairs. Some common causes of stairway accidents are dangerously high stairways, poor lighting, poor housekeeping, and slippery or greasy steps. Some simple work practices will help you climb stairs safely:

- Pay close attention as you climb. On the way down look for the leading edge of each step.
- On poorly lit stairways be extra careful and take your time.
- Always use railings and handrails.
- Use the safe platforms provided when working on stairways.
- Clean up cluttered or slippery steps.

Using ladders and stairways properly is an important part of safeguarding your health. Choose the right ladder for each job, follow the basic rules for using it safely and perform regular inspections and maintenance. On stairways, pay close attention while you climb,

use the handrails and help keep steps clean and free of clutter. Taking just a little extra care will enable you to climb stairways and ladders safely and with confidence.

Hand and Power Tool Safety

Personnel use many tools for performing job tasks. It is easy to understand the need for safe working practices with, for instance, a large and powerful floor machine. However, even a small screwdriver can be hazardous if used improperly. Keeping tools in a state of good repair is an important way to avoid physical hazards. Ladders, jacks, hand trucks and all tools that are in good condition give more “margin of safety” to the person using them.

1. Always use the proper tool for the job. Approach the use of a tool with respect and care. A moment's carelessness can cost an eye, or worse.
2. Never use a defective tool.
3. Always wear protective gear such as gloves, goggles, and hearing protection when performing any task involving hazardous tool usage.
4. Do not overload a tool's capacity or try to hurry its operation.
5. Disconnect power cord before adjusting tools, such as changing the blade on a skill saw.
6. Always be conscious of where parts of the body are in relation to the tool being used.
7. Keep tools in proper shape. A sharp knife is less dangerous than a dull one that must be forced through what is being cut.
8. Use only tools for which training has been received.
9. Do not reach into waste containers or push trash into a partly full container with bare hands.
10. Put waste with sharp edges in sturdy containers.
11. Be aware of sharp edges on furniture or other objects being moved. Even the edges of a cardboard carton can cut badly.
12. Do not put hands or head into places that have not been visually inspected for possible hazards.

Heat Stress

Your body is affected by heat stress on the job more than you might think. In addition to the medical hazards of heat stress, you are also more likely to have accidents in hot environments. A hot environment with high humidity may overload your body with heat. Wearing excessive amounts of clothing while performing heavy manual work in cold weather can have the same effect as a hot day in the summer. This stress can result in a series of disorders ranging from sunburn to serious heat stroke. Your body metabolism produces internal heat during digestion, muscle activity, energy storage and breathing. In fact, your muscles release about 70 percent of their energy as heat. This warms your muscle and surrounding tissues. Since your body works well at a constant inner temperature of 98.6 ° Fahrenheit, your body works to keep your temperature at 98.6° in a process called thermoregulation. The amount of heat that stays stored in your body depends on the environment, level of physical activity, type of work, time spent working and number and length of breaks between work periods. In addition to recognizing signs of

heat stress and knowing first aid measures, you can prevent heat stress disorders through gradually getting used to the environment, proper work procedures and proper food and water intake.

FACILITY INVENTORY

This plan applies to the following facility:

Facility Information

Building Name: Sandusky Amtrak Station (STS)

Address: 1230 N. Depot St, Sandusky , Ohio, 44870

Phone: 419-627-0740

Current Total Size (square feet) 8,808 ft²

Site Size (acres) 1 acres

Date of Original Construction: 01/01/1893

Dates and Description of Additions:
Vehicle storage facility was constructed 1999.

Identification and Distance to Nearest Fire Station (miles):
Sandusky Fire Department ,600 W Market ST Sandusky, OH 44870
Phone: (419) 627-5821
Fax: (419) 627-5820

Water Supply (municipal or well): municipal – City of Sandusky Water & Sewer Departments

Sewage Disposal System (municipal or onsite septic system): municipal – City of Sandusky Water & Sewer Departments

Description of Fire Protection Systems (alarms, sprinklers etc.): Alarms

Date of most recent asbestos inspection: 1998– facility renovated in 1999

CUSTODIAL SERVICE

CUSTODIAL CLEANING FREQUENCY

Entrances, Lobbies and Corridors

These areas are generally the first areas seen by staff and visitors. Their condition and cleanliness leave a lasting impression on all that enter the building. It is of the utmost importance that these areas are maintained to a standard of excellence.

Considerable dirt is carried in and deposited in entryways and corridors. The custodian's schedule should include adequate time to sweep these areas of travel at least once a day. Regular sweeping or snow removal from the sidewalks outside of entryway doors will prevent some dirt and sand from entering the building. Snow and ice should be removed from the entryway as soon as possible using sand or ice melt to avoid slips and falls. Use only those ice melt products that are approved by the Agency. Some entryways have floor mats to serve as a dirt and sand trap. These must be cleaned periodically, or daily during the 'mud' season.

3x's a Week: (Minimum)

- Empty waste receptacles, remove debris, police entrance for snow, leaves, and litter, and remove.
- If floor is resilient tile, dust mop floors with a wide, treated dust mop, keeping the dust mop head always on the floor. Pick up soil from floor with dustpan. With a lightly dampened mop, spot-mop floors as necessary to remove soil.
- Vacuum carpet areas and mats; remove gum and soil spots.
- Disinfect drinking fountains. (*See Drinking Fountain procedures*)
- Clean entrance door glass.
- Use only solutions recommended by the manufacturer when cleaning "Dry Erase Marker Boards".

Weekly:

- Dust the tops of extinguishers and window casings. (Low dusting, below 5') Clean glass partitions, display cases, and interior door glass.
- Spot-clean finger marks and smudges on walls, door facings, and doors. Use detergent solution in spray bottle and a cloth.
- Dust Furniture.
- Restore floor finish on non-carpeted floors.

Note: When cleaning stairways, on a routine schedule clean out the corners and the edges of each step. Remove gum, etc. with a putty knife. Damp mop or spot clean as necessary.

Monthly:

- High dust vents, lights, pipes, window blinds, over doorways, hanging light fixtures and connecting and horizontal wall surfaces. (High dusting, above 5')
- Vacuum upholstered furniture.

CUSTODIAL METHODS AND PROCEDURES

Assembling Equipment and Supplies

At the beginning of each shift, the custodian should assemble all tools and materials needed to clean thoroughly. This will minimize frequent return trips to the custodial closet to get something else.

- Custodian cart with caddy
- Spray bottles with appropriate solutions to clean glass, counters, sinks, disinfect surfaces, and spot cleaning
- Dust cloths
- Paper towels
- Putty knife/razor blade scrapper
- Dust mop (treated if needed)
- Wet mop (if needed)
- Mop bucket and press (if needed)
- Vacuum cleaner complete
- Plastic liners (small and large)
- Counter brush
- Dustpan
- Gum remover
- Protective glasses and gloves

EXHIBIT "1"

Drinking Fountains

If drinking fountains are not cleaned regularly and correctly, they can become a health hazard. The public expects clean drinking water therefore it is the responsibility of the custodian to keep the drinking fountains clean and sanitary. Drinking fountains should be cleaned daily using the following methods:

1. Use spray bottle or bucket with water and detergent/disinfectant solution to spray or wipe solution over all surfaces.
2. Agitate with clean cloth, small brush, or paper towel.
3. Rinse.
4. Use clean cloth or paper towel to wipe dry and polish chrome and other surfaces.
5. Adjust the bubbler so that the water stream is the correct height (not hitting the spout and not spraying).

Dusting

From the standpoint of health as well as appearance, dusting is one of the most important jobs of the custodian. Dust can be a carrier of disease germs. Visible dust presents a dirty appearance that needs to be taken care of as soon as possible.

- A vacuum cleaner is the best tool for removing dust.
- Treated “dust cloths” can be used for most dusting. These are usually rolls of factory treated flannel cloth.
- Some surfaces lend themselves well to ‘damp dusting’ using a clean cloth and plastic sprayer with appropriate solution. Desktops are to be cleaned daily with an Agency-approved disinfectant.
- Dust all horizontal surfaces such as window ledges, sills, files, counter tops, and desks.
- As a rule, all horizontal surfaces less than 5’ will receive a thorough dusting weekly. Horizontal surfaces greater than 5’ will receive a thorough dusting monthly. Some surfaces may require spot dusting daily.

Note: Lock all windows when you clean the sills.

Dust Mopping Resilient Floors

If the floor is resilient type either totally or partially, the following is recommended:

1. Pick up large pieces of paper or other debris before starting to clean.
2. Use treated dust mop and carefully dust mop all resilient floor areas. Clean under all desks, equipment, etc. that are off the floor.
3. Dust mop debris to one area for pick-up with counter brush and dustpan.
4. Dust mop may be lightly shaken or vacuumed to remove dust. Do in appropriate area.
5. Retreat dust mop as necessary by lightly spraying with dust oil and allow setting before using or hanging up.
6. If area is carpeted, with a strip of resilient flooring, it is permissible to sweep dust onto carpet for pick up when vacuuming.

Trash

Empty all trash receptacles. Do not reach into the receptacles, but carefully dump the contents of the receptacle into the waste collection bag. Damp wipe soiled receptacles. Replace plastic liners only when soiled or otherwise needed.

Note: Use ramp or steps provided when throwing trash into dumpsters. Do not throw over your head. This will minimize injury.

Carpet Vacuuming

The vacuum cleaner is the most effective tool to remove soil from many surfaces, especially carpeting.

1. Move furniture in room only as necessary to vacuum all areas of the carpeting.
2. Pick up large pieces of paper and other debris before
3. Vacuum all carpeted areas, getting under desks, furniture and equipment that is off the floor.
4. Replace all furniture.

5. Look for and clean up spots or soiled areas on carpeting using plastic sprayer, appropriate cleaner, and clean cloth or paper towels. Remove gum by using gum remover-follow manufacturer's instructions.

Spot Cleaning

1. Spot clean walls, doors, and ledges as previously recommended. Spot clean daily in carpeted areas. Use clean cloth or paper towels and detergent solution in plastic spray bottle.
2. Spot clean glass in doors and partitions and on the inside of windows to remove smudges as previously recommended. Use soft, lint free, clean cloth or paper towels and glass cleaner in plastic sprayer.
3. Dust or clean vents in ceilings of conference rooms, offices...etc. as previously recommended.

Before leaving the room, visually check to make sure all the following duties are completed:

- Windows are locked.
- All items are in appropriate place.
- Room looks clean and - is clean!
- Lights are turned off.
- Door is locked.

Restroom Cleaning (3x's a week or under Special Circumstances of an Incident)

The job of cleaning and disinfecting your rest rooms is not a difficult one, if the work is done efficiently and daily. Modern fixture design usually makes cleaning them fast and effective if proper procedures are followed. Remember that deodorant blocks are not permitted. Deodorants do not clean or sanitize, but merely cover up one odor with another. Clean rest rooms are important for several reasons:

- Bacteria control to help eliminate cross infections to safeguard health.
- Many times, the custodial staff is judged on the appearance and cleanliness of the rest rooms.
- Clean rest rooms encourage the public to help keep them that way.
- Clean rest room fixtures greatly reduce the possibility of offensive odors (and complaints).
- The most frequent lingering cause of odors in rest rooms is due to uric acid salts. Remove these salts through proper cleaning procedures and the odors are gone! Rest rooms also require adequate ventilation.

Refilling Dispensers

1. Check all dispensers daily to insure adequate supply.
2. Refill all dispensers as required (including toilet paper dispensers).
3. Check the working condition of the units.
4. Close and lock dispenser.

5. Spray the surfaces with germicidal/disinfectant solution and wipe dry with paper towel. At the same time check the soap valve to assure proper operating condition.
6. Clean the surface of the dispenser as above.
7. Fill all soap dispensers.
8. Empty the sanitary napkin/tampon disposal boxes.

Cleaning Sinks and Wash Basins

Several methods can be used to clean sinks with equal final results; however, the following is recommended:

1. Use spray bottle with germicidal/disinfectant solution and spray sink (inside and outside), faucets and adjacent wall areas.
2. Let sit a minute, and then scrub with paper towel, clean cloth, or brush. (Paper towel preferred.)
3. Use a small amount of fine cleanser if necessary.
4. Rinse as necessary and polish with clean cloth or paper towel.
5. Wipe walls adjacent to sinks to remove grime, spots, etc. as above.
6. Clean pipes underneath sink daily as part of the procedure.
7. Do not use lime de-scaler on counter tops.

Mirrors

Mirrors in rest rooms are easy to keep clean by spraying lightly with glass cleaner or germicidal/detergent solution and wiping dry and/or polishing with a clean, lint free cloth or paper towel. Never use an abrasive cleaner or acid or dirty cloth on mirror. These may mar or scratch surface. Avoid using excessive water as it may get into the frame backing and damage the silvering.

Urinals and Toilet Bowls

Wear rubber gloves always. This is for your personal protection.

To clean inside bowl:

1. Flush toilet and/or urinal.
2. Use hospital disinfectant from dispensing system-follow manufacturer's instructions.
3. Use cotton swab (poodle tail) and/or toilet brush and swab inside of bowl using solution.
4. Scrub as necessary-be sure to swab solution up and under the flush rim. Scrub thoroughly.
5. Flush toilet or urinal and rinse swab or brush in clean water before proceeding to next fixture.

To clean seat and outside of fixtures using sprayer:

1. Spray germicidal/disinfectant solution on toilet seat (both sides), and all the outside surfaces of the fixtures (toilets and urinals).
2. Let stand a minute or so.
3. Wipe dry with paper towels starting with the top of the seat, then underside and finally the balance of the fixture down to the floor.

Note: This procedure is the most effective way to sanitize a fixture, because you are always using clean solution with no chance of cross-contamination. Also, plastic spray bottles or one (1) gallon pressure sprayers can be used.

Note: Be sure to spray plunger with disinfectant after use. Keep in a bucket when not in use.

Bathroom Walls and Partitions:

1. Spray or damp dust with a germicidal/detergent solution on surfaces such as ledges, partitions, dispensers, wainscoting, shelves, areas around urinals and toilets, and lower walls as necessary.
2. Use either sprayers or bucket with germicidal/detergent solution, paper towels, clean clothes or a brush.
3. Wipe dry, if necessary, with paper towels or clean cloth to prevent streaks and spotting.

Bathroom and Shower Floors: (Does not include wood floors)

The floors are made of a variety of materials. Some judgment is necessary as to the use of strong chemicals and excessive amounts of water. If the floor can be damaged by over-wetting, substitute with light damp mopping.

1. Mix mopping solution per manufacturer's instructions.
2. Use clean, wet mop and wet down the floor thoroughly with the solution (damp mop if floor would be damaged as above).
3. Let stand a few moments for the chemicals to work.
4. Agitate the solution with your mop as needed.
5. Pick up soiled solution with mop, floor squeegee, and pick-up pan or floor drain, or use wet vacuum for pick up. Clean all corners and edges. (Scrape if necessary.)
6. Return all receptacles to proper position.

Note: Do not rinse floor as we want to take full advantage of the residual benefits of the germicide. Before leaving the rest room, take a quick visual check of the area and see if it smells clean and looks clean! Be proud of doing the job well.

Floor Surfaces

The flooring surfaces vary considerably in the different buildings; however, the following is recommended:

1. Sweep or dust mop (treated) floor to remove large pieces of paper and other debris.
2. Pick up towels, socks, shoes, etc. and store appropriately.
3. Lightly flood floors with germicide/detergent solution and warm water.
4. Let stand 3 minutes or more for chemical action.
5. Agitate or scrub with wet mop, brush (long handled), or power buffer, if necessary.
6. Pick up soiled solution with mop, squeegee to drain, or wet vacuum up.

Note: Rinsing not necessary as the residual benefits of the germicide are desirable. Clean all equipment and store properly.

GROUND MAINTENANCE

Winter

- Snow and ice shall be removed from entry ways and sidewalks at least 30 minutes prior to the start of work for the day.
- Sidewalks and entry ways shall be salted/sanded as necessary.
- When snow continues to fall after the start of the workday, the main entrance shall be cleared hourly. Other entrances and sidewalks shall be cleared at least every two hours.
- All parking lots and driveways shall be plowed at least one hour prior to the start of work. A decision to plow once work has started shall be made by the Maintenance Supervisor in cooperation with the Transit Director. Maintenance staff shall assist in coordinating the movement of vehicles as necessary.

Bus Stop / Bus Shelter Requirements

The Contractor is responsible for cleaning bus shelters and bus stops on a routine basis. The contractor will monitor the cleanliness and appearance of transit stops and document the service of each stop or shelter by log. The Contractor is responsible to respond within two (2) hours to any request made by the Transit Administrator to address the general upkeep of a transit stop, which includes but not limited to picking up trash around the stop, switching out trash bags at bins, removing shopping carts and returning them to their storeowner, snow removal by hand or shovel and landscaping. The City shall be responsible for maintenance and repair of the shelters. The City Reserves the right to Remove Shelter and Stop maintenance from the final Contract.

1.) **Shopping Cart Retrieval Policy:** Upon request by the Transit Administrator the contractor is responsible for the removal of shopping carts from designated bus stop waiting areas and return them to their place of origin. The contractor may use designated

fleet inventory with automated lift gates to complete these tasks only if that vehicle has been approved in writing by the Transit Administrator prior to task completion. A preapproved list of current designated vehicles will be provided to the Contractor at the start of the new contract. The contractor must complete the cart retrieval task within a period of two (2) hours upon receiving the request.

INTEGRATED PEST MANAGEMENT

Four Points of IPM:

1. Prevention of pest population. (Performed by Contractor)
2. Application of pesticides only as needed. (Performed by The City of Sandusky)
3. Selecting the least hazardous pesticides effective for control of targeted pests. (Performed by The City of Sandusky)
4. Precision targeting of pesticides to areas not contacted or accessible to customers or staff. (Performed by The City of Sandusky)

What is IPM?

Integrated pest management (IPM) is a decision-making process following a set of detailed procedures describing how particular pest problems will be avoided or managed. Such pest management tactics may involve the activities of all users of a facility - not just staff responsible for pest management. How a building is used has great bearing on the types of pest problems which may occur. Integrated Pest Management (IPM) maintains a high standard of pest control while reducing reliance on pesticides. IPM is:

1. monitoring pests to detect problems early;
 2. acting against pests only when necessary;
 3. choosing the most effective control option with the least risk to people and the environment; and
 4. applying our growing knowledge about pests to create long-term, low-risk solutions.
5. Routine pesticide applications, made on a regular calendar-based schedule, are not part of IPM. Allowing pests to flourish, increasing health risks to building occupants and others, is also not part of IPM.

IPM Policy

Pest management practices will be based on the following principles:

- Whenever possible, prevention of pests will be the primary strategy to hinder their establishment and reduce the need for pesticide use.
- Knowledge of the pest's identity, biology and life cycle will establish the basis for selection of appropriate management strategies.
- Monitoring of pest numbers and record-keeping will be used to identify pests and sites requiring management action.
- Management strategies will be selected after consideration of the full variety of available options. Strategies will include all practical structural, nonchemical and

biological management measures. Chemical measures will be utilized only as a last resort, when other methods fail.

- When necessary, monitoring results will be used objectively to determine action thresholds (the defined level of unacceptable numbers of a particular pest) at which least toxic controls will be employed.
- Educational activities will be conducted to enhance the cooperation and understanding among staff and the public.

About KEY PESTS

A key pest is one that is usually encountered at unacceptable levels at least once each year. Geographic region and climate; surrounding landscape features; and type of construction, age and condition of buildings influence which pests become key pests for your building. Typical key pests in and around buildings include ants, birds, cockroaches, head lice, yellow jackets and rodents. Typical pests on grounds are weeds and crabgrass. Routine or regularly scheduled pesticide applications can mask key pests, which may not become apparent for some time after routine pesticide applications have been stopped. For key pests, it makes sense to plan ahead and determine which inspection and monitoring procedures will be used to detect problems early and how many pests or how much pest damage can be tolerated before action must be taken. Levels of weed tolerance and standards for turf maintenance are included in the IPM plan.

Key pests include:

- **Ants**
- **Flies**
- **Mice**
- **Bees, wasps and yellow jackets**
- **Cockroaches (prevention only)**
- **Head lice**

EXHIBIT "1"

IPM Planning & Communication

1. **Compliance with regulations:** The STS Maintenance Supervisor and the Executive Director understand and ensure that STS meets all Federal, State and local legal requirements related to pest management in buildings (e.g., posting, notification, pesticide management, etc.)
2. **IPM Plan:** A written IPM policy is adopted stating a commitment to IPM implementation and identifying overall objectives relating to pest and pesticide risk management. The policy is used to guide decision-making, and is reviewed at least once every three years and revised as needed.
3. **IPM Coordinator:** The Transit Director will have primary responsibility for coordination of IPM. The maintenance staff will provide day-to-day oversight of IPM

implementation. IPM coordinators are aware of and understand Federal, State and Local laws and regulations pertaining to pest management in Agency buildings.

4. **Schedule of inspection and monitoring:** The written IPM Plan includes a schedule for comprehensive inspection and monitoring of buildings and adjacent grounds; schedule for areas requiring more frequent inspection/ monitoring (e.g., food storage, preparation and serving areas); and a list of key pests and action thresholds for each key pest.
5. **Posting:** At least 24 hours prior to pesticide application, postings are placed in the main office detailing locations to be treated and contact information for further information. Copies of the pesticide label and MSDS sheet for the material(s) to be used are included in the posting and maintained on file. This notice remains posted for at least 48 hours after the application.
6. **Record-keeping:** Complete records of each pesticide application, including product name, quantity used, date and time of application, location, application method and target pest are maintained by the Agency for at least three years.
7. **Public access** is provided to all information about the IPM policy, IPM plan and implementation. The IPM plan and MSDS are available in the main office for review by interested persons.
8. **PCO Contracts:** If outside contractors are used to provide pest control services, a written contract is signed identifying specific IPM practices to be used, including regular inspections, monitoring where appropriate, record-keeping and agreement to abide by the IPM Policy and IPM Plan, including use of only Reduced-Risk or Least-Risk Options, contract proposals are not evaluated on the basis of low bid only, but are also valued on the basis of the contractor's experience and performance history with an IPM approach, ability to conduct preventative inspections and demonstrated practice of using chemical controls as a last resort.
9. **Pest Sightings:** Staff is instructed to report all pest-related incidents to maintenance including date, time and exact location of the sighting, a description of the pest or pest damage, and the name of the person reporting the incident. Staff is encouraged to use zip lock bags to collect and identify specimens.
10. **Inspection records:** Records are maintained of inspection results, pest management actions and evaluations of results.
11. **Training:** Key staff, including new staff, is provided with initial training IPM and with informational updates as needed.

Prevention strategies- building:

The IPM Plan includes a list of actions to prevent and avoid key pest problems (e.g., building repair, waste handling equipment upgrades) and a timeline for implementation. The IPM plan specifies policies for building maintenance, new or renovated building design that build in preventative and avoidance strategies for pests.

A complete inventory of all existing lawn maintenance equipment is maintained, as well as a list of desired equipment for reduced risk pest control options (e.g., aerator, de-thatcher, spring-tooth harrow, flotation tires, etc.). Desired equipment is worked into the budget.

Prevention strategies- grounds:

The IPM Plan includes a list of actions to prevent and avoid key pest problems (e.g., replacement of problem plants, moving problem plants to more favorable locations, slope modification, pavement replacement and repair) and a timeline for implementation. The IPM plan specifies policies for grounds maintenance, new or renovated landscape design that build in preventative and avoidance strategies for pests such as avoiding pest-prone plants, proper placement, etc.

IPM Administration, Inspection, Sanitation & Exclusion

1. **Inspection:** (Performed by The City of Sandusky) A comprehensive inspection of all buildings is conducted by the Transit Director at least annually for defects including cracks, crevices and other pest entryways; food, moisture and shelter resources available to pests; moisture, pest or other damage to structural elements; termite earthen tunnels, pest fecal matter or other signs of pest activity; etc. A report of all defects is prepared, corrective actions are identified and a timeline is established for completion.
2. **IPM inspection checklist:** (Performed by The City of Sandusky) For periodic inspections, listing each building feature (e.g., foundation, eaves, etc.) and room to be inspected, including specific locations within features or rooms (e.g., vents, storage closets) to be included in the inspection, and specific conditions to be noted (e.g., repair, cleaning needs).
3. **Food policies for areas other than break room:** (Performed by Contractor) Food and beverages are allowed only in designated areas.
4. **Cleaning of floors and carpets:** (Performed by Contractor) Floors are cleaned and carpets vacuumed daily in areas where food is served, and at least weekly in other areas. Furniture in offices that are rarely moved (e.g., staff desks, bookcases, filing cabinets) receive a thorough cleaning around and under to remove accumulated lint, etc., at least annually.

5. **Cleaning in food areas:** (Performed by Contractor) Food-contaminated dishes, utensils and surfaces are cleaned by the end of each day; sponges, mops and mop buckets are properly dried and stored (e.g., mops are hung upside down, buckets are emptied). Surfaces in food preparation and serving areas are regularly cleaned of any grease deposits. Appliances and furnishings in these areas that are rarely moved (e.g., refrigerators, freezers, shelf units) receive a thorough cleaning around and under to remove accumulated grease, dust, etc., at least monthly. Food waste from preparation and serving areas, and waste with food residues (e.g., milk cartons, juice boxes) is drained of excess moisture before discarding and stored in sealed plastic bags before removal from grounds.
6. **Waste materials in all rooms:** (Performed by Contractor) Make sure all waste receptacles are collected and removed to a dumpster or compactor daily.
7. **Exterior doors:** (Performed by Contractor) Ensure all exterior doors throughout the building are kept shut when not in use.
8. **Window screens:** (Performed by Contractor) Windows and vents are screened or filtered. Agency policy requires use of screens, when windows are opened.
9. **Vent and duct cleaning:** (Performed by The City of Sandusky) The inside of vents and ducts are cleaned annually. Vent or heater filters are cleaned or replaced at least annually.
10. **Vegetation near structure:** (Performed by The City of Sandusky) Vegetation, shrubs and wood mulch is kept at least one foot away from structures. Tree or shrub limbs and branches are maintained at least 6' away from structures.
11. **Building eaves, walls and roofs are inspected:** (Performed by The City of Sandusky) Inspect frequently during nesting season for bird and other nests, and these are removed.
12. **Weather stripping and door sweeps:** (Performed by The City of Sandusky) Must be placed on all doors to exclude pest entry.
13. **Moisture sources:** (Performed by The City of Sandusky) Areas where condensation forms frequently are ventilated, plumbing and roof leaks fixed, dripping air conditioners repaired. Floor drains are screened and sewer lines are in good repair.
14. **Cracks and crevices:** (Performed by The City of Sandusky) All cracks in walls, floors and pavement are corrected.

15. **Openings around potential insect and rodent runways:** (Performed by The City of Sandusky) Electrical conduits, heating ducts, and plumbing pipes must be sealed.
16. **New purchases:** (Performed by Contractor) Purchases of new kitchen appliances and fixtures are of pest-resistant design (i.e., open design, few or no hiding places for roaches, freestanding and on casters to ease thorough cleaning). Purchases of new office and conference room furniture that is rarely moved (e.g., staff desks, bookcases, filing cabinets) are of a design that permits complete cleaning under and around the furniture, or ready movement for cleaning purposes.

Building Pest & Pesticide Risk Management (Performed by The City of Sandusky)

1. **Pesticide applicators:** All pesticide applications are made by a person licensed and/or certified by the state to apply pesticides in commercial facilities, except that unlicensed maintenance staff is authorized to apply wasp and hornet and ant treatments in emergency situations. Licensed persons include Agency staff.
2. **Pesticide applications** are made only after detection of a verifiable pest problem and accurate identification of the pest. Applications are not made on a routine or regularly scheduled basis (e.g., weekly, monthly applications are not made).
3. **Pest contamination:** Food that has come in direct contact with pests (e.g., ants, cockroaches, mice) is considered contaminated and is disposed of.
4. **Baits:** Chemical baits, if used (e.g., for ants, cockroaches, rodents), are placed in a locked, distinctively marked, tamper-resistant container designed specifically for holding baits and constructed of metal, plastic or wood. Bait containers are securely attached to floors, walls, etc. such that the container cannot be picked up and moved. Baits must always be placed in the baffle protected feeding chamber of the container and not in the runway. Parafinized or weatherproof baits are used in wet areas. All bait use is in areas inaccessible or off-limits to children. Baits are not used outdoors unless bait containers are inaccessible to children (e.g., placed underground in pest nests or on building roofs).
5. **Mapping of baits and traps:** If baits or traps of any kind are used, a map or floor plan of each area where baits or traps are located is prepared, numbering each bait station or trap, and entering the location of each numbered bait station or trap on the map. Bait stations or traps are marked with appropriate warning language.
6. **If dust formulations** are used, these are applied only to areas that can be sealed (e.g., wall voids) to prevent exposure of employees or clients to airborne dust particles.

7. **Reduced-Risk or Least-Risk Options are the only pest controls used.** No pesticide applications are made for pests that cause aesthetic damage only.

PREVENTIVE MAINTENANCE (Performed by The City of Sandusky)

The focus of STS's maintenance program shall be on preventive maintenance. Every part of the facility shall be inspected according to the **FTA/ODOT requirement for 80% on-time performance for all facility preventive maintenance intervals**. Example: If HVAC is required for a maintenance interval every 6 months or 180 days, then on-time would be from 162 days (-10%) to 198 days (+10%).

Mechanical equipment shall be serviced according to the instructions from the manufacturer. Filters shall be changed and equipment shall be adjusted and lubricated according to the appropriate operations and maintenance instructions.

Servicing and adjustments shall be done during inspections unless parts need to be ordered. In the event parts are to be ordered, the person conducting the preventive maintenance inspection shall complete and submit an order for parts and any necessary work that was not completed at the time of the inspection.

Deferred maintenance shall be avoided unless time, facility use, or funding prevents immediate completion of necessary maintenance or repairs.

The Maintenance Supervisor shall identify trends and equipment that fails or requires adjustment more frequently than the manufacturer's recommended maintenance schedule or more frequently than other equipment of the same type. Special attention will be given to equipment under warranty.

Equipment identified as requiring an unexpected level of attention will be considered for replacement at the earliest opportunity. If appropriate, technical assistance shall be requested from the manufacturer.

Monthly Inspections. Inspect the following items. Adjust as appropriate. Repair immediately or complete work order for future repairs.

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Automatic Doors (Performed by The City of Sandusky)

All automatic doors will be inspected monthly. These include automatic vehicular gates, doors with ADA controls, and overhead doors in delivery areas and shops. Routine maintenance is the best method to ensure operational integrity.

____ *Nut, bolt, and fastener conditions*

- ___ *Operating devices (motors), pneumatic powering*
 - ___ *Cleanliness*
 - ___ *Lubrication*
 - ___ *Stability*
 - ___ *Structural integrity*
 - ___ *Shaft conditions*
 - ___ *Bearing conditions*
 - ___ *Overload and other relay conditions*
 - ___ *Circuit breaker conditions*
 - ___ *Overall appearance for damage or vandalism*
- ___ *Overall operation*
- ___ *Weatherproofing/caulking condition*
- ___ *Lubrication of guides, hinges, and locks*
- ___ *Roller alignment*
- ___ *Glazing integrity*
- ___ *Hinge conditions*
- ___ *Lock conditions and security*
- ___ *Alignment*
 - ___ *Plumb*
 - ___ *Building settlement*
 - ___ *Straightness of guides*
- ___ *Overall condition for deficiencies such as water intrusion and corrosion*

Lighting: Exterior and Interior (Performed by The City of Sandusky)

All lighting systems will be inspected monthly. Extreme care must be taken to identify and

correct deficiencies.

This checklist will be applied to the following lighting systems:

- Building exterior
- Pedestrian
- Parking area
- Field and sports areas
- Building interior (classrooms, common areas, offices, hallways, exits, etc.)
- Emergency

Various fixture and lamp types are used according to area needs, including fluorescent, incandescent, high intensity discharge (HID), mercury vapor, metal halide and arcs, or high pressure sodium (HPS). It is important to fully wash, rather than dry-wipe, exterior surfaces to reclaim light and prevent further deterioration. Illumination will be maintained according to the Illuminating Engineering Society's recommended levels.

___ *Cleanliness*

___ *Voltage consistency*

___ *Glassware conditions*

___ *Diffusing louver conditions*

___ *Counter reflector conditions*

___ *Fixture support conditions*

___ *Stanchion conditions*

___ *Luminary conditions*

___ *Wire conditions*

___ *Ballast conditions*

___ *Timers/sensors function (make seasonal adjustments)*

___ *Junction box and cover conditions*

___ *Switch conditions*

EXHIBIT "1"

___ *Outlet and cord conditions (if applicable)*

___ *Protective caging conditions (if applicable)*

___ *Overall condition for deficiencies such as arcing, wire exposure, unauthorized connections, and moisture problems*

Security Systems (Performed by The City of Sandusky)

Biweekly preventive maintenance of security systems is critical for occupant safety.

___ *Surveillance cameras and monitors*

___ *Function*

___ *Fixture integrity*

___ *Mounting condition/stability*

___ *Location accuracy*

___ *General console condition*

___ *Power source continuity*

___ *Overall condition*

___ *Function*

EXHIBIT "1"

Alarm Systems (Performed by The City of Sandusky)

The following checklist covers automated smoke and burglar alarm systems throughout the buildings. Preventive maintenance consists of validating that all equipment is present and functional on a monthly basis. Only certified professionals shall make repairs or adjustments to alarm systems. Maintenance staff will accompany professionals during statutory inspections.

___ *Smoke detectors:*

___ *Operation*

Procedure: Use UL-approved smoke alarm tester in aerosol can. One spray will activate both photo electric and ionization detectors.

___ *Battery efficiency*

___ *Hard wire connections*

___ *Housing condition*

___ *Overall condition*

___ *Intruder alarm system:*

Note: Many systems are self-tested on a daily basis. Manufacturer's instructions should be followed at all times.

Doors and Windows (Performed by The City of Sandusky)

Inspect all doors and windows for general condition and operability. Adjust and repair as necessary.

___ *Windows*

___ *Pane conditions*

___ *Screen conditions*

___ *Storm window conditions*

___ *Lock operation*

___ *Frame alignment and conditions*

___ *Security*

___ *Weather sealing condition*

___ *Paint or surface conditions*

___ *Blind function and conditions*

___ *Hardware conditions and lubrication*

___ *Overall condition*

___ *Doors and hardware*

___ *Automatic closure operation. Must open with no more than 5 pounds of force pulling or*

EXHIBIT "1"

pushing.

___ *Lock operation*

___ *Hardware conditions and lubrication*

___ *Weather sealing condition*

___ *Paint or surface conditions*

___ *Frame alignment and conditions*

___ *Door stop placement and stability*

___ *Alarm system operation*

___ *Overall condition*

Gas Connections (Performed by The City of Sandusky)

The following check shall be performed monthly for all gas connections and main valves throughout the facility. The gas company should be contacted if:

- There is an odor of gas anywhere at any time, or
- Valves cannot be turned off or appear to be rusted or damaged, or
- For minor repairs if maintenance personnel do not have adequate training or tools.

When gas is detected by odor, building occupants should immediately evacuate, and the gas company and fire department should be contacted.

___ *Possible undetected leakage: Visually check – Do not open and close valves*

___ *Operation*

Procedure: Perform a bubble test with soap and water, or use a handheld combustible gas detector (of professional quality).

Restrooms (Performed by The City of Sandusky)

The following checklist shall be applied monthly to all restrooms within the Agency facility.

___ *Fire safety*

___ *Electrical outlet load*

___ *Positioning of paper/flammable materials away from heat sources*

___ Accessible route

___ Visible exit

___ ADA accessibility

___ Accessible toilet stalls with wheelchair turning radius

___ Accessible sinks

___ Accessible mirror

___ Hand rail stability and condition

___ Special features function such as "help" mechanisms and automated systems

___ Overall condition

___ Plumbing

___ Inspect all component conditions for deficiencies such as leakage, corrosion, and failure potential

___ Sinks and hardware

___ Faucet function and hardware conditions

___ Drain function

___ Water flow/pressure

___ Overall condition

___ Urinals

___ Water flow/pressure

___ Cap and part conditions

___ Overall condition

___ Toilets

___ Water flow/pressure

EXHIBIT "1"

___ *Cap and part conditions*

___ *Seat support conditions*

___ *Overall condition*

___ *Dispenser operation and conditions (soap, paper towels, etc.)*

___ *Partitions*

___ *Stability*

___ *Surface conditions for deficiencies such as sharp or worn areas or vandalism*

___ *Part conditions*

___ *Security*

___ *Overall condition*

___ *Trash receptacles*

___ *Sanitation conditions*

___ *Stability*

___ *Overall condition*

___ *Mirrors*

___ *Cleanliness*

___ *Overall condition for deficiencies such as cracks, sharp edges, or vandalism*

___ *Overall cleanliness*

___ *Overall privacy*

___ *Overall appearance for damage and vandalism such as graffiti*

___ *Fire extinguishers (See also annual inspection of Fire Extinguishers)*

___ *Tag currency*

EXHIBIT "1"

___ *Placement in correct proximity to potential hazards per code*

___ *Housing condition*

___ *Hose condition*

___ *Overall condition*

Offices (Performed by The City of Sandusky)

Check the following once per month.

___ *Fire safety*

___ *Electrical outlet load*

___ *Positioning of paper/flammable materials away from heat sources*

___ *Accessible route*

___ *Visible exit*

___ *Emergency control panels*

___ *Operation*

___ *Part conditions*

___ *Overall condition*

___ *Floor condition for deficiencies such as excessive wear, tears, stains, and tripping hazards*

___ *Walls/ceiling condition*

___ *Furniture: desks, chairs, tables, and shelves*

___ *Stability*

___ *Surface conditions for deficiencies such as sharp or rough edges or protruding hardware*

EXHIBIT "1"

___ *Lubrication of hardware*

___ *Overall condition*

___ *File cabinets*

___ *Stability*

___ *Lock function*

___ *Overall condition*

___ *Stationary partitions*

___ *Stability*

___ *Surface conditions for deficiencies such as sharp or worn areas and vandalism*

___ *Overall condition*

___ *PA system*

___ *Operation*

___ *Overall condition*

EXHIBIT "1"

___ *Fire extinguishers (See also annual inspection of Fire Extinguishers)*

___ *Charge*

___ *Tag currency*

___ *Placement in correct proximity to potential hazards per code*

___ *Housing condition*

___ *Hose condition*

___ *Overall condition*

Kitchen and Dining Areas (Performed by The City of Sandusky)

Kitchens and dining areas contain many pieces of equipment that can jeopardize safety if preventive maintenance is neglected. The following monthly checklist includes common

cooking equipment and dining furniture. Preventive maintenance for general features including **Lighting, Alarm Systems, Fire Extinguishers, Doors and Windows, and HVAC Systems** also applies to this area. Refer to the corresponding checklists.

_____ *Fire safety*

_____ *Electrical outlet load*

_____ *Positioning of paper/flammable materials away from heat sources*

_____ *Accessible route*

_____ *Emergency exit visibility*

_____ *Equipment*

Note: When checking kitchen equipment, first consult operating or area personnel for any deficiencies. For each item, check overall condition, switches, timers, piping and valves for leaks, wiring, pilots, doors, gaskets, and belts, where applicable. Always follow manufacturers' guidelines.

_____ *Garbage disposal*

_____ *Refrigerator*

_____ *Coffee Maker*

_____ *Toaster*

_____ *Floor condition for deficiencies such as excessive wear, stains, and tripping hazards*

_____ *Furniture: counters, tables, benches, and chairs*

_____ *Stability*

_____ *Surface condition for deficiencies such as rough areas or protruding hardware*

_____ *Overall condition*

_____ *Fire extinguishers (See also annual inspection of Fire Extinguishers)*

_____ *Charge*

_____ *Tag currency*

_____ *Placement in correct proximity to potential hazards per code*

EXHIBIT "1"

____ *Housing condition*

____ *Hose condition*

____ *Overall condition*

Landscape (Performed by The City of Sandusky)

Due to the comprehensive nature of preventive maintenance, select critical areas within the landscape domain should be inspected monthly. Note: Make sure the actual number of drains and their locations correspond with those shown on the “as built” drawings. (*The Irrigation Controllers checklist also applies to this area.*)

____ *Drains*

____ *Proper water flow*

____ *Piping conditions*

____ *Cover conditions*

____ *Overall condition for obstructions*

____ *Vegetation conditions for deficiencies such as root systems near buildings and walkways, shrubs and trees near buildings and power lines, vines on buildings (except as designed), and overgrown shrubs*

Asphalt (Performed by The City of Sandusky)

Asphalt surfaces at building facilities receive extensive wear and tear from contact with buses, cars, and pedestrians. Because such deficiencies as potholes, broken edges, and eroded areas can jeopardize life safety, it is essential for maintenance personnel to take monthly measures to promptly address and anticipate failing elements. The Americans with Disabilities Act also requires accessible parking spaces and pathways, slip-resistant surfaces, and curb cuts.

This checklist can be applied to all of the following areas.

- Walkways
- Parking lots
- Driveways

____ *Parking bumper conditions and position*

____ *Speed bump conditions*

____ *Striping and pavement signage conditions*

____ *ADA accessibility*

____ *Signage (See also Signage checklist)*

____ *Compliance with codes and standards*

____ *Message currency*

____ *Visibility*

____ *Overall condition*

____ *Edge conditions*

____ *Surface conditions for deficiencies such as buildup from salt, ice melting materials, motor oil, or gasoline*

____ *Overall appearance*

____ *Overall condition for deficiencies such as potholes, softening, erosion, weed and root encroachment, chalking, cracking, and tripping hazards*

EXHIBIT "1"

Signage (Performed by The City of Sandusky)

Signage is not only important for directing building occupants and visitors, but it is also a reflection of the facility's character. Dirty, damaged, or inaccurate signage can send the wrong message to the community by making the agency as a whole appear neglected. It can also jeopardize the safety of users. Signage must comply with codes and standards, such as the ADA, and is important for alerting area users of potential hazards, recent changes, or other important messages. A critical eye is needed in the maintenance process to address and anticipate sign inadequacy. The following monthly checklist applies to wall-mounted and pole-mounted exterior signage, as well as interior signage.

____ *Compliance with codes and standards*

____ *Cleanliness*

____ *Accuracy of message*

____ *Accuracy of lettering and numbering*

___ *Adherence to surface or stabilizer*

___ *Hardware conditions*

___ *Illumination (if applicable)*

___ *Location and visibility*

___ *Paint condition*

___ *Overall appearance*

___ *Overall condition for deficiencies such as excessive wear, missing or broken parts, obstruction from view, or message inaccuracy*

Exterior Stairs, Decks, and Landings (Performed by The City of Sandusky)

The following is a PM checklist for exterior stairways, decks, and landings. Maintenance personnel should carefully check the building materials, particularly concrete, on a monthly basis. (The **Exterior Lighting** checklist is also applicable to these areas.)

___ *Overall appearance*

___ *Concrete*

___ *Expansion joint conditions*

___ *Metal spacer conditions*

___ *Overall condition for deficiencies such as alkali-aggregate expansion, cavitations (honeycombing, spalling around projections), chips, cracks, crazing, dusting, efflorescence, charred and spalled surfaces, stains, lifted areas, pock marks/pop-outs, scaling, tripping hazards, unevenness, or voids*

___ *Railings*

___ *Stability*

___ *Hardware conditions*

___ *Overall condition*

___ *Wood material (if applicable)*

EXHIBIT "1"

____ *Stability*

____ *Overall condition for deficiencies such as dry rot, termites, instability, worn edges, cracks, holes, and splintering*

____ *Coverings*

____ *Surface condition*

____ *Overall integrity*

____ *Overall condition*

____ *Grade appearance*

____ *Footings/foundation*

____ *Stability*

____ *Overall condition for deficiencies such as cracks and broken or missing components*

HVAC Systems (Performed by The City of Sandusky)

Regular preventive maintenance of HVAC (heating, ventilation, and air-conditioning) systems is crucial to the quality of air and comfort level within agency facilities. HVAC systems should always sufficiently control temperature and humidity, distribute outside air uniformly, and isolate and remove odors and pollutants. Improper function and maintenance can cause indoor air pollution by allowing stale or contaminated air to remain in the building. As there are many areas within the agency that house activities with unique ventilation requirements, it is essential that the HVAC system has fully functional and regularly inspected pressure control, filtration, and exhaust equipment.

The following checklist shall be used for semiannual inspections of the HVAC system. When performing any maintenance procedures, always refer to manufacturers' recommendations.

For all types of HVAC systems, change filters twice a year and post a sticker on the HVAC unit with the date of change and initials of the mechanic. Use only MERV 13 rated filters unless otherwise directed by the Maintenance Supervisor.

____ *General conditions*

___ *Air filter conditions*

___ *Burner assembly conditions*

___ *Circulation*

___ *Refrigerant dryer, strainer, valve, oil trap, and accessories conditions*

___ *Overall cleanliness*

___ *Overall condition for deficiencies such as rust, corrosion, and mineral deposits*

___ *Heat pumps*

Check all items listed above under "central/ground/roof mounted," plus:

___ *Temperature setting*

___ *Noise and vibration levels*

___ *Heating systems (See also annual checklist for Hot Water Heaters)*

___ *Amp draw per manufacturer's specs*

___ *Equipment cleanliness*

___ *Flow switch operation*

___ *Mechanical equipment function*

___ *Pull header conditions (on units more than 5 years in age)*

___ *Pumps*

___ *Function*

___ *Oil condition*

___ *Overall condition*

___ *Safety limit switch operation*

___ *Water temperature (in and out)*

___ *Overall condition for deficiencies such as corrosion, scale, and entrapped air*

EXHIBIT "1"

____ *Boilers*

Note: Shall be performed by a licensed professional inspector/maintenance contractor to ensure compliance with state and federal regulations.

____ *Overall condition for deficiencies such as leads between joints, leaks, corrosion, buildup, breaks, and obstructions*

____ *Overall condition for deficiencies such as leaks, cracks, deterioration, end panel separation, corrosion, pitting, wood casing for signs of rot, brittleness or cracking of fiberglass*

____ *Safety limit and interlock function*

____ *Shutdown operation*

____ *Walkway/platform stability and condition*

____ *Overall condition*

Semiannual

Smoke Alarms (Performed by The City of Sandusky)

The following is a preventive maintenance checklist for individually installed smoke alarms that are not part of the larger automated alarm system. This check shall be performed semiannually. These smoke alarms may be battery-operated or hard-wired, and may be found in various areas of the facility, including out buildings. (See **Alarm Systems** checklist for automated smoke alarms.)

____ *Battery efficiency (if not hard wired)*

____ *Connection conditions for proper wiring and deficiencies such as arcing or exposed wires*

____ *Housing condition*

____ *Mounting security*

____ *Overall operation*

____ *Overall condition*

Semiannual

Structural Members (Performed by The City of Sandusky)

Preventive maintenance entails a comprehensive visual inspection of each building material twice a year. Particular emphasis during this inspection process should be on

load-bearing support areas that can be observed externally during a walking tour. The greatest cause of building demise is the penetration of water. Particular attention should be given at this time to evaluate the potential for access by water into building materials.

___ *Beam integrity for deficiencies such as rot, termites, bowing, splitting, slippage, or fungus*

___ *Foundation condition for deficiencies such as cracking, slippage, or water encroachment*

___ *Joist conditions for deficiencies such as rot, termites, bowing, splitting, or fungus*

___ *Overall building integrity for signs of structural failure*

___ *Sill conditions for deficiencies such as rot, termites, or fungus*

___ *Stud conditions for deficiencies such as rot, termites, bowing, splitting, or fungus*

___ *Wall conditions*

___ *Masonry for deficiencies such as cracks, scaling, mortar, crumbling, or efflorescence*

___ *Wood for deficiencies such as termites, peeling paint, dry rot, popping, or fungus*

___ *Overall condition*

Annual

Electrical Systems (Performed by The City of Sandusky)

Electrical systems and closets shall be inspected annually. Maintenance personnel will be familiar with the locations of all electrical equipment, including circuit breakers, fuses, main feeders, sub feeders, panel boards, and substations. All wiring shall be in compliance with the National Electric Code. The safety of workers is paramount; staff shall ensure that power is shut off and/or lines are de-energized where work is performed and that the LOCK-OUT TAG-OUT system is used. Electrical equipment will be serviced by outside contractors unless there is a licensed journeyman electrician among the in-house staff. .

___ *Equipment cleanliness*

___ *Distribution system*

___ *Wire and cable conditions for deficiencies such as corrosion, dirt, moisture, and fire*

hazards

___ *Connection conditions*

___ *Overall condition*

___ *Circuit breakers*

___ *Oil level and potential leakage*

___ *Hardware conditions*

___ *Porcelain condition*

___ *Cotter pin conditions*

___ *Air supplier operation*

___ *Overall condition for deficiencies such as corrosion, noise, and excessive temperatures*

___ *Fuses*

___ *Insulator conditions for deficiencies such as burns or cracks*

___ *Contact surface conditions for deficiencies such as burning, pressure, and misalignment*

___ *Fuse holder conditions*

___ *Hardware condition*

___ *Overall condition*

___ *Lock security and lubrication*

___ *Utility room cleanliness and safety*

___ *Overall integrity*

___ *Overall condition for deficiencies such as loose wires, debris, corrosion, potential power failure, and water encroachment*

Annual

Fire Extinguishers (Performed by The Contractor)

The following annual PM checklist is for fire extinguishers throughout the building facility.

This inspection and certification must be conducted by a licensed specialty contractor and should be scheduled in advance to ensure that the date on extinguishers will not expire. *Monthly inspections of fire extinguishers' general condition, housing, and location per code shall be conducted as part of preventive maintenance procedures in areas of the Agency including **Business Offices, Kitchen and Dining Areas, Boardrooms, and Restrooms.** (See corresponding checklists.)*

____ Certification

____ Charge

____ Housing condition

____ Hose condition

____ Proper location per code

____ Overall condition

Annual

Hot Water Heaters (Performed by The City of Sandusky)

Preventive maintenance of hot water heaters shall be performed annually. (See also **HVAC Systems** for other heating components.)

____ Circulation pump connections

____ Gas flame color (gas pilot should be blue with yellow at tip)

____ Burner conditions for deficiencies such as corrosion, inordinate flame pattern, and cinders

____ Pilot function

____ Tank plate and jacket conditions for deficiencies such as corrosion or rust

____ Door and lock function

____ Drain valve lubrication and function

____ Earthquake strap and bolt conditions

___ *Gas shut-off valve lubrication and function*

___ *Piping supply lines for leaks*

Note: Use soap and water and/or hand-held gas detector

___ *Pressure relief valve function*

___ *Temperature setting*

Note: Use commercial grade thermometer

___ *Draft diverter conditions*

___ *Flue and chimney conditions*

___ *Vent condition*

___ *Utility room for deficiencies such as dirt, debris, and storage of materials*

___ *Overall condition for deficiencies such as rust in water, water and fuel leaks, and unusual sounds or odors*

Annual

Roofing (Performed by The City of Sandusky)

The roof is the most costly and abused area of the facility, subject to a variety of weather conditions and temperature fluctuations. The early discovery and preventive maintenance of minor deficiencies extends its life and reduces the chance of premature failure and costly repairs.

Annual inspections of both membrane and building components shall be conducted for all roofs, including newly installed ones. Adequate time will be allotted to properly perform the many tasks involved in inspection. A roof will be surveyed completely, either by carefully walking it in its entirety where accessible (wearing soft shoes), or by visual inspection with binoculars where inaccessible. Visual inspection from the attic side is also important.

Attention should be paid to southern and northern exposures, weather-generated problems, horizontal lines, peak areas, and areas of sagging. Ventilation areas should also be examined for obstructions. *(For preventive maintenance of **Gutters/Roof Drains**, see corresponding annual checklist.)*

EXHIBIT "1"

____ *Supporting structural integrity for deficiencies such as cracks, moisture stains, and potential failure*

____ *Flashing conditions for deficiencies such as water penetration, displacement, oxidation, excessive stretching, delamination, and tearing*

____ *Surface conditions for deficiencies such as contaminants such as exhaust or vegetation buildup*

____ *Subsurface conditions (including insulation) for signs of moisture penetration*

____ *Membrane conditions*

____ *Chimney conditions*

____ *Parapet integrity*

____ *Plumbing stack vent and roof connection conditions*

____ *Roof ventilation conditions*

____ *Skylight conditions for deficiencies such as broken glass or frames and flashing corrosion or rust*

____ *Structural conditions for deficiencies such as settling of the deck, membrane splits, or cracks in walls*

____ *Roof edging conditions for deficiencies such as deterioration and loose fasteners*

____ *Expansion joint conditions for punctures, splits, and insecure fasteners*

____ *Shingle conditions*

____ *Asphalt roof conditions for deficiencies such as brittle or missing shingles, cracking, curled edges, erosion, or exposed wood*

____ *Flat roof conditions for evenness across the horizontal plane and deficiencies such as bare areas, blisters, cove areas abutting parapets, cracks, curling, exposed nail heads, or ponding*

EXHIBIT "1"

___ Overall condition

Annual

Gutters/Roof Drains (Performed by The City of Sandusky)

Drainage devices are important in protecting buildings from water intrusion and damage. The following is an annual preventive maintenance checklist for gutters, downspouts, scuppers, and roof drains. Maintenance personnel shall ensure that these areas are free of debris such as leaves and branches, and that large debris has also been removed from the roof.

___ Mounting stability

___ Bolt, screw, and strap conditions

___ Discharge area function for proper drainage away from building

___ Joint conditions and stability

___ Roof atrium drains

___ Cleanliness

___ Caulking condition

___ Mounting stability

___ Overall condition for deficiencies such as blockage and cracks

___ Splash block location

___ Seam and elbow conditions

___ Caulking condition

___ Gutter positioning toward downspouts

___ Overall condition for deficiencies such as corrosion, rust, blockage, obstructions, and disconnection

Annual

Sewer Laterals (Performed by The City of Sandusky)

EXHIBIT "1"

All drain lines in the physical building facility connect to the main drain, which is referred to as the “sewer” beyond the foundation. All sewer lines outside of the foundation have clean-out points at various locations. Reaming from these points requires the use of a high-power hose, hydro-jet, or power equipment. Sewer laterals should be annually reamed from clean-out points by in-house personnel.

___ *Caulking condition adjacent to building exit point*

___ *Plug conditions*

___ *Pipe integrity*

___ *Plaster condition adjacent to building exit point*

___ *Overall condition for deficiencies such as soil erosion (if line exits ground*

Annual

Storm Drains (Performed by The City of Sandusky)

Storm drains or sewers are underground systems used to collect and dispose of surface water. They shall be cleaned and flushed annually to ensure blockages are removed and piping is functional.

___ *Grate conditions*

___ *Cover conditions*

___ *Adjacent concrete or asphalt conditions*

___ *Drainage*

___ *General safety conditions*

___ *Overall condition for deficiencies such as dirt buildup around drain that might preclude proper directional flow*

Every Five Years

Fire System Certification (Performed by The City of Sandusky)

Comprehensive servicing and certification of the entire fire suppression system should be done every five years in accordance with current local, state, and federal requirements, including NFPA-defined guidelines. A licensed state contractor must be used, and this work shall be validated by local fire authorities.

EXHIBIT "1"

The following items should be inspected by the contractor during this process.

- Signal initiation
- Manual alarm operation
- Water flow system components including valves, piping, pressure regulators, gauges, sprinkler heads, and shut-off operation
- Smoke detection systems
- Voice systems
- Automatic extinguishing systems
- Signage, visual notifications
- Supervisory signals
- Maintenance testing and protocol
- Central station monitoring
- Code compliance

____ *Fire system certification (should be tested only by a certified contractor)*

EXHIBIT "1"

CONTRACTED SERVICES

(List name, address, and phone number for contractors)

Refuse Removal: Waste Management

Snow Removal: Contractor

Cleaning Service: Contractor

Elevator Service: N/A

Security Systems: City of Sandusky Information Technology Department

Fire Protection: City of Sandusky Fire Department

Electrician: City of Sandusky Utilities Department

Plumber: City of Sandusky Utilities Department

Telephone Systems: City of Sandusky Information Technology Department

Cable TV: N/A

Hazardous Materials Disposal: Contractor

Recycling: N/A

Sewer/Septic System: City of Sandusky Water Department

ENERGY MANAGEMENT

Energy Management Guidelines

Wise energy management is good for everyone. It contributes to the national goal of energy conservation, therefore extending the life of our available natural fuel reserves. It helps preserve our environment. Reducing the demand for electricity will reduce the amounts of emissions that power plants add to the air. This will also reduce the number of new power plants that will need to be built. Whatever we can do to modify our behavior and become more conscious of how electricity is used and wasted will benefit us all.

Energy Saving Strategies (Behavior Modification)

The U.S. Department of Energy estimates that at least a quarter of the dollars spent could be saved through better energy management. While it is true that much of these savings would require equipment or systems changes to achieve, just modifying the way we use our building will help tremendously. If each building will reduce energy consumption even a small percentage a considerable amount of money will be available to reinforce our other budgetary needs.

Keep the doors closed when A/C is running. Air conditioning is a wonderful thing, but it is very costly. We have the capability of monitoring and controlling most of our systems from a central point and of adjusting run-time schedules that will keep the buildings comfortable and clean and still be efficient.

Turn the lights off when the room is unoccupied, even for only a few minutes. As much as 40% of the energy consumed is for lighting. Some rooms have wall switches that allow for partial lighting. Some have occupancy sensors. Both of these strategies can help reduce lighting costs. But, the biggest savings will be achieved by turning the lights OFF when the room is unoccupied. While it is true the life of a bulb can be shortened by turning it on and off, the balance point between turning a light on and off many times versus the energy savings gained by turning lights off when not needed is usually ten minutes or less. So, the rule of thumb should be: If a room is unoccupied for ten minutes or longer the lights should

be turned off. This rule applies to either incandescent or fluorescent lights. Modern fluorescent lights use little starting energy contrary to the myth that operating fluorescent lights is cheaper than turning them on and off for brief periods. Turning them off helps them last longer and lowers energy costs.

Turn off televisions and VCRs when not in use. Like the lights, leaving equipment running when not in use wastes energy. Turn off computers at night and on weekends. That computer costs more than you think! The computer hard drive will use about 15.2 KWH per month if turned on/off each day and about 77.1 KWH if left on for 24 hours. Computers also generate a significant amount of heat that will need to be removed from the room.

Energy Management Checklist

To reduce energy consumption for air conditioning:

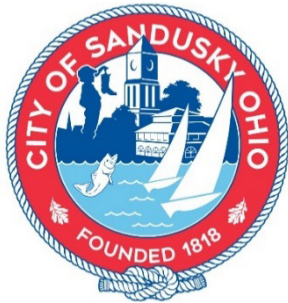
- Reset or set back thermostats to maintain specified settings for cooling and heating.
- Minimize conditioning of seldom-used spaces, such as storerooms.
- Where possible, turn the air conditioning off on weekends, holidays and off-shift hours.
- Turn off ventilating and exhaust equipment when not in use, such as in bathrooms and storerooms.
- Check for good fitting doors and windows.
- Block out morning and afternoon sun from shining through windows.
- Be sure the thermostat is working and the fan is set in the "Auto" mode.

To reduce energy consumption for lighting:

- Turn lights off in areas when they are not occupied.
- Reduce lighting levels where safety and performance would not be adversely affected, for example in hallways.
- Check the level of outdoor security lighting and make sure is turned off during daylight hours.

To reduce energy consumption for equipment:

- Turn off computers, monitors and copiers when not in use.
- If possible stagger the start times on major equipment, such as air handlers and exhaust fans.
- Use handheld tools instead of power tools at any opportunity to do so



PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: John Orzech, Interim City Manager
From: Jason Werling, Recreation Superintendent,
Date: April 5, 2023
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation ratifying the submission of a grant application to the Erie MetroParks 2023 Local Park Capital Improvement Grant Program for the Recreation Department.

BACKGROUND INFORMATION:

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

BUDGETARY INFORMATION:

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

Pickleball Courts at Venice Park- Back in 2018, the Recreation Department was approached by SportMaster of Sandusky in providing a location for a free surfacing of a pickle ball court within the city. The former tennis court at Venice Park was selected as the best location because of the demographics of the area. We are requesting grant funding of \$7,412 from Erie MetroParks for the estimated \$15,000 project.

Two other projects to be determined will be submitted with the application upon approval of the Recreation Board at their meeting April 12, 2023. The additional two grant requests will not exceed the \$1,000 and \$3,000 limits for a maximum of \$11,412 requested from EMP.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the application to be submitted to Erie MetroParks. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately ratify the submission of the grant application which was submitted to Erie MetroParks by the deadline of April 21, 2023.

I concur with this recommendation.

Approved:

Jason Werling, Recreation Superintendent

John Orzech, Interim City Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ERIE METROPARKS BOARD OF PARK COMMISSIONERS FOR FINANCIAL ASSISTANCE THROUGH THE 2023 LOCAL PARK CAPITAL IMPROVEMENT GRANT PROGRAM FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, funding for the Local Park Capital Improvement Grant Program has been provided by the Erie MetroParks District Board of Park Commissioners as a component of the park District's property tax levy; and

WHEREAS, it was the consensus of the Board that a program of assistance to local public park/recreation agencies would allow each county resident to receive maximum benefit from his/her tax dollars by assuring greater accessibility to quality outdoor recreation areas and program funding is determined by the Park Board on an annual basis; and

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

WHEREAS, the City of Sandusky desires to submit a grant application for funding available through the 2023 Erie MetroParks Local Park Capital Improvement Grant Program for the following projects:

- Category 3 funding for pickleball courts at Venice Park – requesting funding in the amount of \$7,412.00; and
- Category 1 & 2 funding for projects to be determined and upon approval of the Recreation Board at their meeting on April 12, 2023 – requesting funds totaling \$4,000.00; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application to the Erie MetroParks Board of Park Commissioners by the deadline of April 21, 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application to the Erie MetroParks Board of Park Commissioners for financial assistance through the 2023 Local Park Capital Improvement Grant Program and agrees to cooperate for the purpose of increasing and improving outdoor recreation opportunities under the terms and conditions of the 2023 Local Park Capital Improvement Grant Program.

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

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

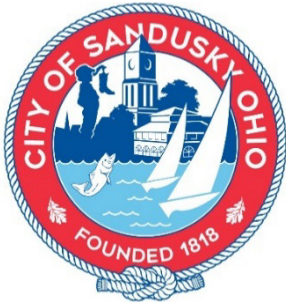
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: March 28, 2023

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept four (4) parcels of nonproductive land, situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. All parcels have been deemed necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on March 20, 2023.

- The City has identified two (2) condemned structures and is seeking approval to acquire these properties through property tax foreclosure proceedings. There will be no cost for the transfer of property and if acquired, these structures will be evaluated for rehabilitation or demolition.
 - 57-01293.000 - 418 Tyler Street is a condemned single-family structure that delinquent on property taxes. This property has 2 bedrooms and 1 bath with 1136 sq ft of living space. The structure sits on a 48' x 92' lot and is zoned R2F (Two-Family Residential). The property is in foreclosure status and if acquired, will be evaluated for rehabilitation.
 - 56-00828.000 – 331 Perry Street is a condemned single-family structure that is delinquent on property taxes. This property has 3 bedrooms and 2 bath with 1082 sq ft of living space. The structure sits on a 40' x 66' lot and is zoned R2F (Two-Family Residential). This property is not in current foreclosure status, however, the city may acquire the property with permission in lieu of foreclosure. If acquired, the property will be demolished.

- The City has identified two (2) parcels of vacant land and is seeking approval to acquire these parcels through tax foreclosure. If acquired, these parcels will be marketed for redevelopment or reutilized for public purpose.

<u>Parcel</u>	<u>Address</u>	<u>Dimensions</u>	<u>Zoning</u>
○ 57-00228.000	205 Hendry Street	33' x 72'	R2F
○ 59-01215.000	410 Lawrence Street	33' x 66'	R2F

The Land Bank Committee has determined that the acquisition of the two (2) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions should be limited to transfer fees and will be paid out of the Land Bank expense account. Expenses will be recouped at the sale of the property. The taxing districts will not collect the approximate thirteen thousand six hundred sixty five dollars (\$13,665.00) owed in delinquent taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire four (4) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Colleen Gilson, Interim Community Development Director

John Orzech, Interim City Manager

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



Richard H. Jeffrey

ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Parcel Number 57-01293.000
Map Number 57095202016
Location Address 418 TYLER
Legal Acres 0.0000
Legal Description 17 19 LINDSLEY ST WH EX W PT 45 1/2'X45 1/2'&EPT OF L19
 (Note: Not to be used on legal documents.)
Neighborhood 5755748-HAYES-CAMPBELL-TOWNSEND-BELL
Tax District 55-SANDUSKY CITY
School District SANDUSKY CSD
Homestead Reduction NO
Owner Occupancy Credit YES
Foreclosure NO
Land Use 510-SINGLE FAMILY DWELLING
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Map Number: 012
Personal Property District: 22-0320

Owner Address
 HARPEL DANIEL R & JACQUELYN R SMITH
 418 TYLER ST
 SANDUSKY OH 44870

Tax Payer Address
 HARPEL DANIEL R & JACQUELYN R SMITH
 418 TYLER ST
 SANDUSKY OH 44870

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
F-FRONT LOT [DEPTHA]	0	48	48	92	78%	200	\$7,490
Total	0.0000						\$7,490

Card 1
Number of Stories 1
Style 01-SINGLE FAMILY
Year Built 1925
Year Remodeled 0
Rooms 6
Bedrooms 2
Full Bath 1
Half Bath 0
Family Rooms 0
Dining Rooms 0
Grade D+
Grade Adjustment 85.0000
Condition F-FAIR

Heating No Heating
Cooling NONE
Basement
Attic 0
Finished Living Area 1136
First Floor Area 1136
Upper Floor Area 0
Half Floor Area 0
Finished Basement Area 0
Total Basement Area 0
Fireplace Openings 0
Fireplace Stack Count 0
Value

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$7,490	\$7,490	\$7,490	\$7,490	\$7,490
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$36,050	\$36,050	\$26,590	\$26,590	\$26,590
Total Value (Appraised 100%)	\$43,540	\$43,540	\$34,080	\$34,080	\$34,080

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2022 Pay 2023	\$1,158.86	\$3,371.79	\$0.00	\$2,622.48	\$3,371.79
2021 Pay 2022	\$323.92	\$1,397.53	\$0.00	\$1,017.06	\$1,397.53
2020 Pay 2021	\$0.00	\$1,077.51	\$538.76	\$0.00	\$538.75

If no tax bill is available online, please contact the Erie County Treasurers Office at (419) 627-7701

57-01293.000 (PDF)

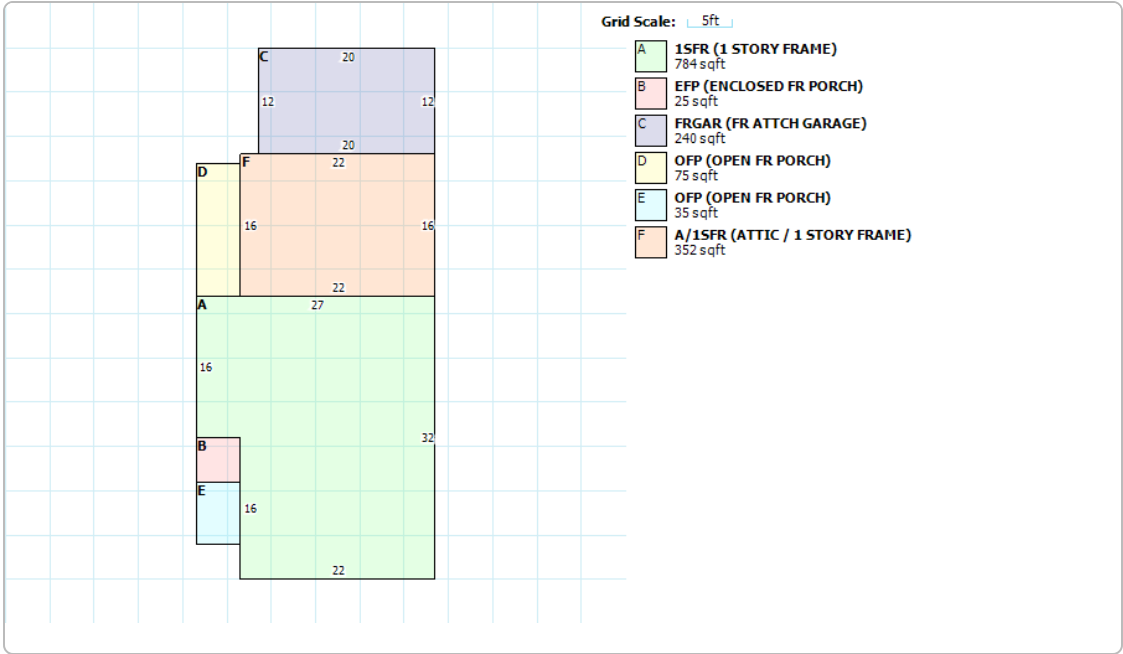
For questions or additional information about your tax bill, please contact the [Erie County Treasurer's Office website](#) or call their office at (419) 627-7701.

Payment Date	Amount Paid
2/12/2021	\$538.76
7/2/2020	\$691.50
2/11/2020	\$691.50
6/26/2019	\$471.28
2/12/2019	\$471.28
7/10/2018	\$351.51
2/15/2018	\$351.51
6/29/2017	\$351.34
2/8/2017	\$351.34
7/1/2016	\$317.08
2/9/2016	\$317.08

Sale Date	Sale Price	Seller	Buyer	No. of Properties
2/18/2014	\$58,000	SCHLETT GERALD T & CYNTHI	HARPEL DANIEL R & JACQUELYN R SMITH	1
5/28/1996	\$32,000	LIEB RENEE	SCHLETT GERALD T & CYNTHI	1
1/1/1950	\$0	UNKNOWN	LIEB RENEE	0

Sketches

Note: Sketch items labeled **O1 through O9** are **Other Improvements** and more detail about these items can be found under the **Improvements** tab.
Click [HERE](#) for Sketch Codes and Descriptions



No data available for the following modules: Buildings, Improvements, Ag Soil, Photos.

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418



418



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Parcel Number **56-00828.000**
Map Number 56093478011
Location Address 331 PERRY
Legal Acres 0.0000
Legal Description 19 PERRY ST E 40' 40'X66'
(Note: Not to be used on legal documents.)
Neighborhood 5655603-DECATUR-NSIDE WASHINGTON-MEIGS
Tax District 55-SANDUSKY CITY
School District SANDUSKY CSD
Homestead Reduction NO
Owner Occupancy Credit NO
Foreclosure NO
Land Use 510-SINGLE FAMILY DWELLING
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Map Number: 011
Personal Property District: 22-0320

Owner Address
[5 PROPERTY INVESTMENTS LLC](#)
34194 AURORA RD SUITE 140
OLON OH 44139

Tax Payer Address
[5 PROPERTY INVESTMENTS LLC](#)
34194 AURORA RD STE 140
OLON OH 44139

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
F-FRONT LOT [DEPTHA]	0	40	40	66	67%	200	\$5,360
Total	0.0000						\$5,360

Card	1	Heating	HW/Steam
Number of Stories	1.5	Cooling	NONE
Style	01-SINGLE FAMILY	Basement	
Year Built	1920	Attic	0
Year Remodeled	0	Finished Living Area	1082
Rooms	7	First Floor Area	866
Bedrooms	3	Upper Floor Area	0
Full Bath	1	Half Floor Area	216
Half Bath	0	Finished Basement Area	0
Family Rooms	0	Total Basement Area	0
Dining Rooms	0	Fireplace Openings	0
Grade	D+	Fireplace Stack Count	0
Grade Adjustment	85.0000	Value	
Condition	P-POOR		

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$5,360	\$5,360	\$5,360	\$5,360	\$5,360
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$17,200	\$30,810	\$29,230	\$29,230	\$29,230
Total Value (Appraised 100%)	\$22,560	\$36,170	\$34,590	\$34,590	\$34,590

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2022 Pay 2023	\$680.04	\$1,176.18	\$0.00	\$975.87	\$1,176.18
2021 Pay 2022	\$844.24	\$1,577.00	\$896.96	\$356.21	\$680.04
2020 Pay 2021	\$1,378.87	\$2,203.61	\$1,359.37	\$507.21	\$844.24

If no tax bill is available online, please contact the Erie County Treasurers Office at (419) 627-7701

[56-00828.000 \(PDF\)](#)

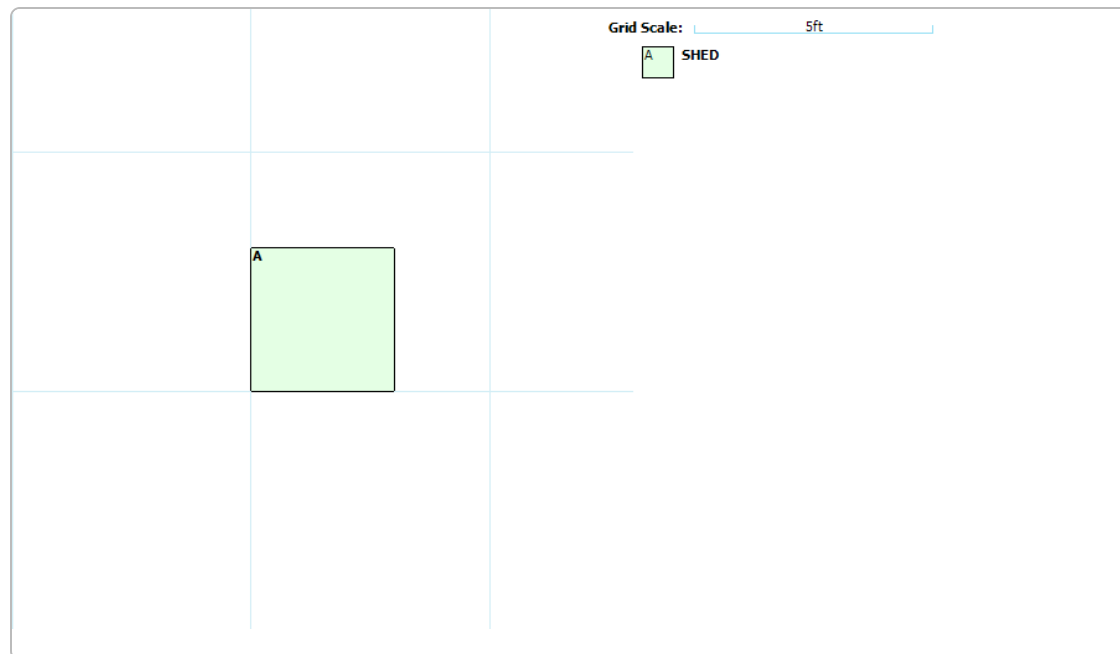
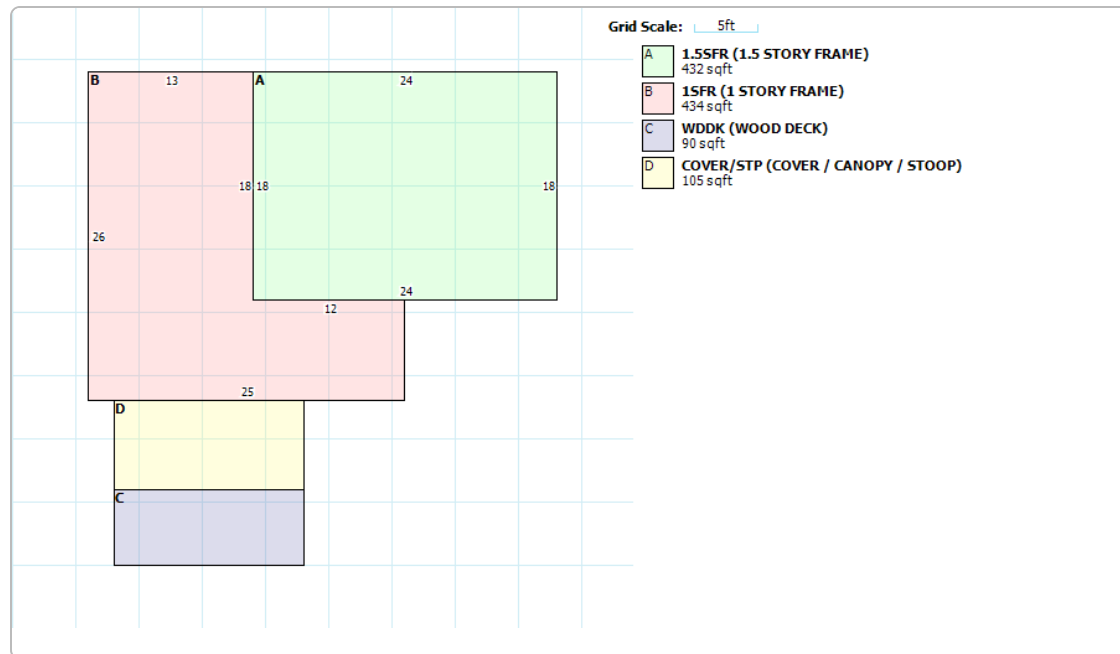
For questions or additional information about your tax bill, please contact the [Erie County Treasurer's Office website](#) or call their office at (419) 627-7701.

Payment Date	Amount Paid
2/10/2022	\$896.96
6/10/2021	\$63.41
4/20/2021	\$63.41
3/3/2021	\$370.73
3/1/2021	\$63.41
1/28/2021	\$63.41
12/7/2020	\$735.00
6/30/2020	\$30.37
6/1/2020	\$30.37
4/24/2020	\$100.00
2/15/2019	\$627.83

Payment Date		Amount Paid		
1/31/2019		\$156.96		
1/2/2019		\$156.96		
11/30/2018		\$941.75		
10/28/2016		\$836.01		
4/4/2016		\$233.93		
2/5/2016		\$26.01		
1/6/2016		\$26.01		
Sale Date	Sale Price	Seller	Buyer	No. of Properties
3/8/2019	\$0	WHITE DAKOTA	5 PROPERTY INVESTMENTS LLC	16
11/19/2009	\$10,000	CITIZENS BANKING COMPANY	WHITE DAKOTA	1
3/6/2009	\$14,000	BAXTER SHAWN P	CITIZENS BANKING COMPANY	1
4/15/2003	\$0	BAXTER EDWARD JAY	BAXTER SHAWN P	1
1/1/1950	\$0	UNKNOWN	BAXTER EDWARD JAY	0

Sketches

Note: Sketch items labeled O1 through O9 are **Other Improvements** and more detail about these items can be found under the **Improvements** tab. Click [HERE](#) for Sketch Codes and Descriptions





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Parcel Number 57-00228.000
Map Number 57095203032
Location Address 205 HENDRY
Legal Acres 0.0000
Legal Description 32 HENDRY ST EX N 40'
(Note: Not to be used on legal documents.)
Neighborhood 5755748-HAYES-CAMPBELL-TOWNSEND-BELL
Tax District 55-SANDUSKY CITY
School District SANDUSKY CSD
Homestead Reduction NO
Owner Occupancy Credit NO
Foreclosure YES
Land Use 500-RESIDENTIAL VACANT LAND

(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Map Number: 012
Personal Property District: 22-0320

Owner Address
CRINER BRANDON
8474 EL PASO ST
LA MESA CA 91942

Tax Payer Address
CRINER BRANDON
25620 GALA CIR
MENIFEE CA 92585

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
F-FRONT LOT [DEPTHA]	0	33	33	72	70%	200	\$4,620
Total	0.0000						\$4,620

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$4,620	\$4,620	\$4,620	\$4,620	\$4,620
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$0	\$0	\$26,190	\$26,190	\$26,190
Total Value (Appraised 100%)	\$4,620	\$4,620	\$30,810	\$30,810	\$30,810

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2022 Pay 2023	\$787.65	\$7,475.85	\$0.00	\$6,031.01	\$7,475.85
2021 Pay 2022	\$630.63	\$4,048.85	\$0.00	\$2,454.46	\$4,048.85
2020 Pay 2021	\$0.00	\$630.63	\$0.00	\$330.33	\$630.63

If no tax bill is available online, please contact the Erie County Treasurers Office at (419) 627-7701

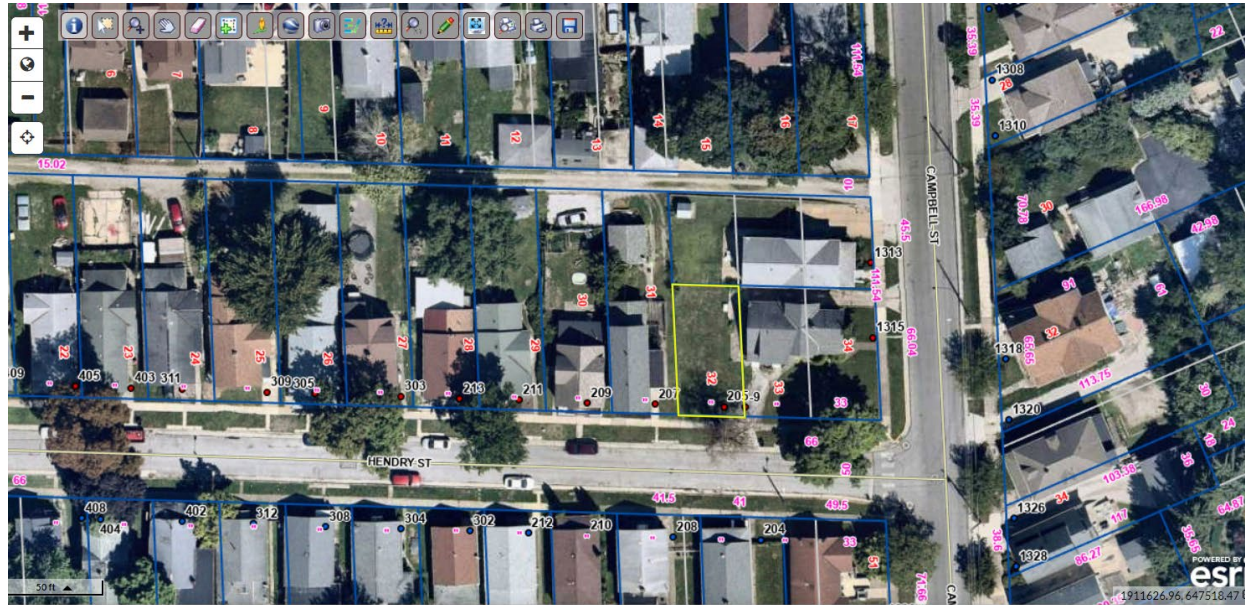
57-00228.000 (PDF)

For questions or additional information about your tax bill, please contact the [Erie County Treasurer's Office website](#) or call their office at (419) 627-7701.

Payment Date	Amount Paid
2/6/2020	\$484.37
12/18/2019	(\$309.07)
12/18/2019	\$309.07
2/12/2019	\$618.14
2/5/2019	\$309.07
7/10/2018	\$328.46
2/15/2018	\$328.46
6/29/2017	\$328.30
2/8/2017	\$328.30
7/1/2016	\$297.38
2/12/2016	\$297.38

Sale Date	Sale Price	Seller	Buyer	No. of Properties
4/2/2019	\$7,600	US BANK NATIONAL ASSOCIATION	CRINER BRANDON	1
2/11/2019	\$15,000	BURASZESKI ROCHELLE	US BANK NATIONAL ASSOCIATION	1
6/1/2012	\$0	DELAGUARDIA CHRISTOPHER	BURASZESKI ROCHELLE	1
4/2/2009	\$0	GREATER K & G INVESTMENTS	DELAGUARDIA CHRISTOPHER	1
5/2/2007	\$0	BURASZESKI ROSCHELE & KEN	GREATER K & G INVESTMENTS	1
12/13/2006	\$58,000	PICHERT DAVID M	BURASZESKI ROSCHELE & KEN	1
1/1/1950	\$0	UNKNOWN	PICHERT DAVID M	0

205 Hendry
57-00228.000
33' x 72'
Zoned R2F



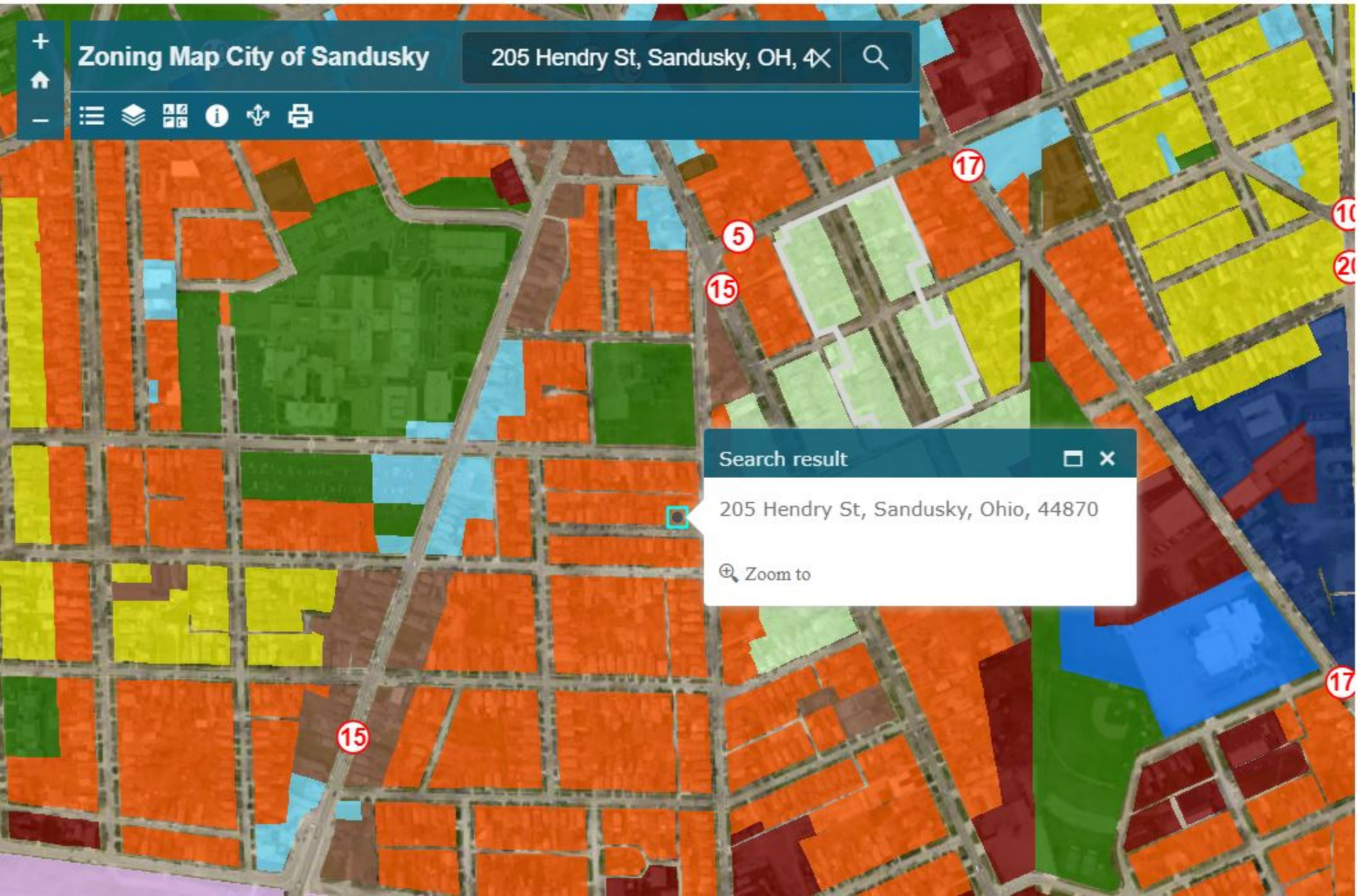


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Zoning Map City of Sandusky

205 Hendry St, Sandusky, OH, 44870



Search result



205 Hendry St, Sandusky, Ohio, 44870

Zoom to



Richard H. Jeffrey

ERIE COUNTY AUDITOR | ERIE COUNTY, OHIO

Parcel Number **59-01215.000**
Map Number 59094167004
Location Address 410 LAWRENCE
Legal Acres 0.0000
Legal Description 24 LAWRENCE STREET S 1/2 OF W 1/3 33'X66'
(Note: Not to be used on legal documents.)
Neighborhood 5955908-WASHINGTON-MARKET-DECATUR
Tax District 55-SANDUSKY CITY
School District SANDUSKY CSD
Homestead Reduction NO
Owner Occupancy Credit NO
Foreclosure NO
Land Use 500-RESIDENTIAL VACANT LAND
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Map Number: 006
Personal Property District: 22-0320

Owner Address
[PETERS NATHAN](#)

410 LAWRENCE ST
SANDUSKY OH 44870

Tax Payer Address
[PETERS NATHAN](#)

410 LAWRENCE ST
SANDUSKY OH 44870

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
F-FRONT LOT [DEPTHA]	0	33	33	66	67%	200	\$4,420
Total	0.0000						\$4,420

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$4,420	\$4,420	\$4,420	\$4,420	\$4,420
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$0	\$0	\$20,530	\$20,530	\$20,530
Total Value (Appraised 100%)	\$4,420	\$4,420	\$24,950	\$24,950	\$24,950

Tax Year (click for detail)	Prior Charges	Full Year Total	Payments	Half Year Due	Full Year Due
2022 Pay 2023	\$637.31	\$5,108.39	\$0.00	\$4,035.67	\$5,108.39
2021 Pay 2022	\$498.67	\$2,610.64	\$0.00	\$1,631.31	\$2,610.64
2020 Pay 2021	\$0.00	\$498.67	\$0.00	\$261.21	\$498.67

If no tax bill is available online, please contact the Erie County Treasurers Office at (419) 627-7701

[59-01215.000 \(PDF\)](#)

For questions or additional information about your tax bill, please contact the [Erie County Treasurer's Office website](#) or call their office at (419) 627-7701.

Payment Date	Amount Paid
7/10/2020	\$244.29
2/14/2020	\$244.29
7/12/2019	\$244.56
3/15/2019	\$269.02
2/7/2018	\$527.22
7/24/2017	\$276.67
2/10/2017	\$263.49
7/6/2016	\$237.81
2/22/2016	\$249.70

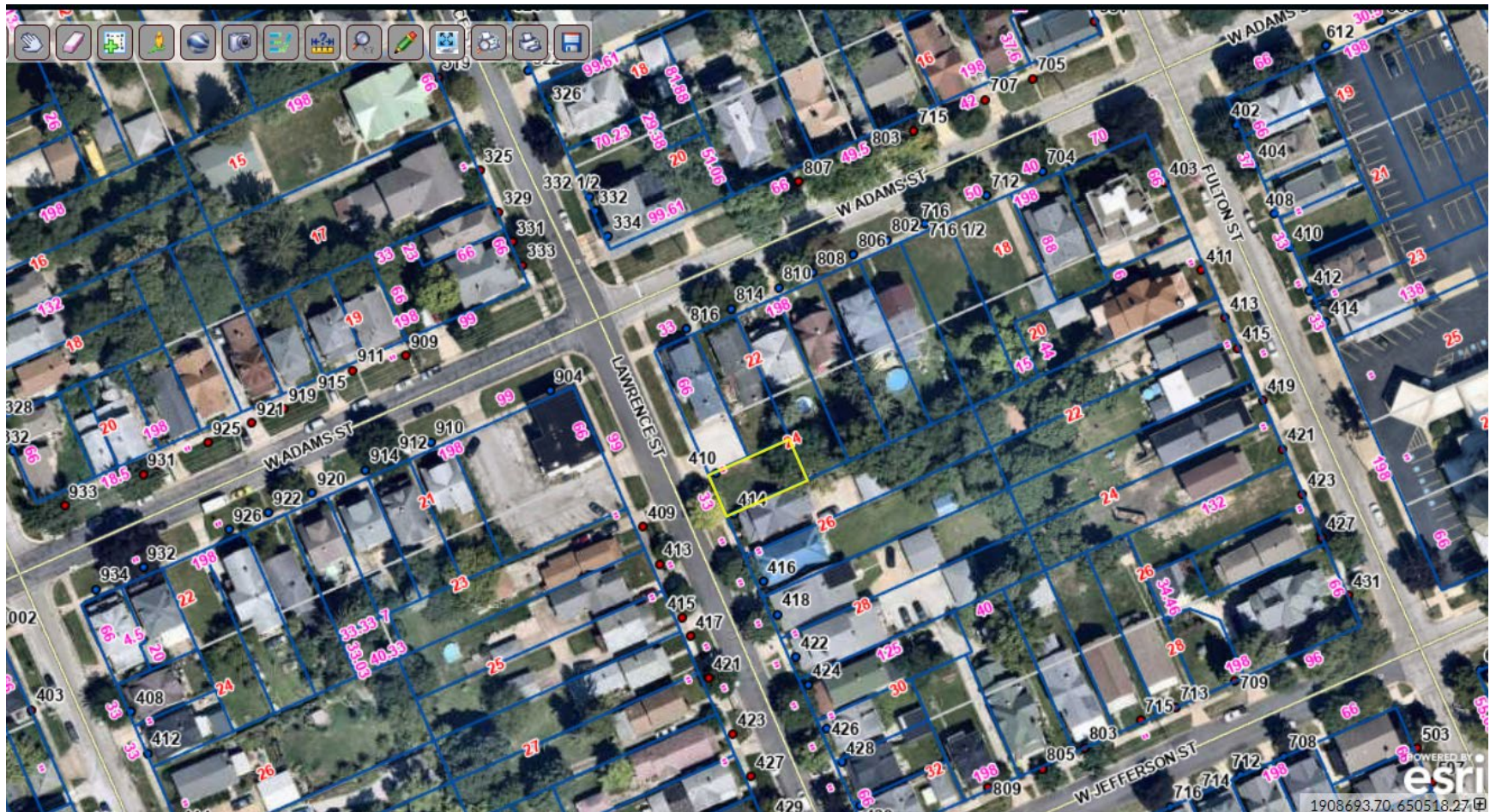
Sale Date	Sale Price	Seller	Buyer	No. of Properties
9/9/2015	\$6,500	CHEN SHAO & XING LIN	PETERS NATHAN	1
6/23/2004	\$53,000	BIER RICHARD	CHEN SHAO & XING LIN	1
2/24/2004	\$22,500	THE CITIZENS BANKING CO	BIER RICHARD	1
7/15/2003	\$30,000	KOTZ ROBERT G	THE CITIZENS BANKING CO	1
8/9/2000	\$47,000	HARTMAN DAVID A & DANIELL	KOTZ ROBERT G	1
3/17/1997	\$24,000	HARTMAN MICHAEL R & CYNTH	HARTMAN DAVID A & DANIELL	1
1/1/1950	\$0	UNKNOWN	HARTMAN MICHAEL R & CYNTH	0

410 Lawrence St

59-01215.000

33' x 66'

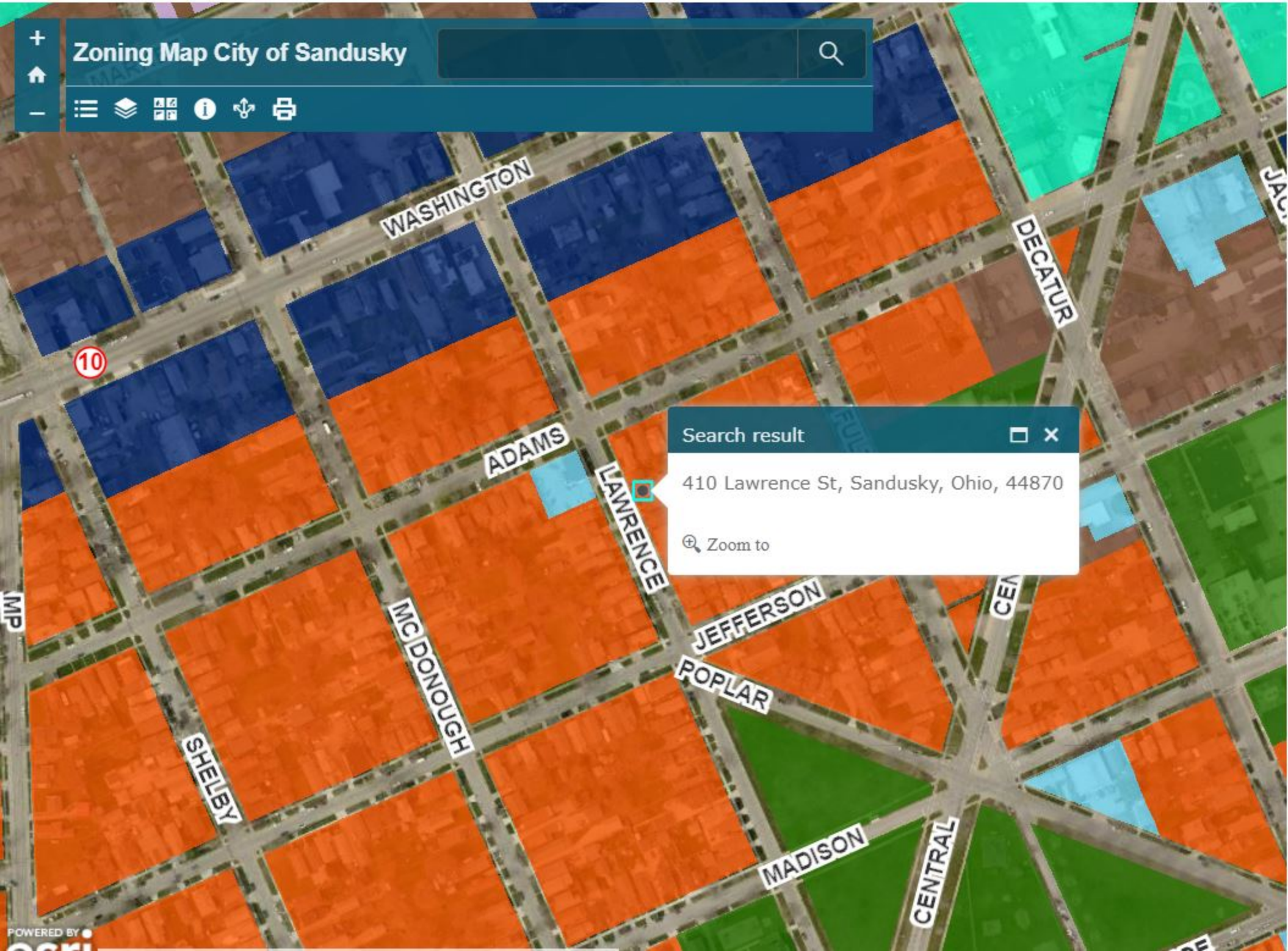
Zoned R2F



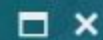




Zoning Map City of Sandusky



Search result



410 Lawrence St, Sandusky, Ohio, 44870

Zoom to

RESOLUTION NO. _____

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

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

WHEREAS, it is requested that the City accept four (4) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, the four (4) parcels requested for acquisition are tax delinquent and/or have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on March 20, 2023; and

WHEREAS, upon City Commission approval and if acquired, two (2) condemned single-family structures located at 418 Tyler Street and 331 Perry Street will be evaluated for rehabilitation and/or demolition; and

WHEREAS, upon City Commission approval and if acquired, two (2) vacant parcels located at 205 Hendry Street and 410 Lawrence Street will be marketed for redevelopment or reutilized for public purpose; and

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

WHEREAS, the cost of these acquisitions will be transfer fees and will be recouped by the City upon sale of the property; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

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

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program four (4) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

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

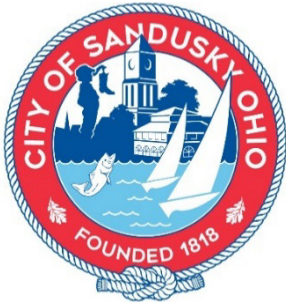
RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023

EXHIBIT "A"

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-01293.000	418 Tyler	Daniel Harpel & Jacquelyn Smith	1,881.31	639.51	101.66	2,622.48	754.02
Proposed Use:	This is a condemned single family structure that delinquent on property taxes. This property has 2 bedrooms and 1 bath with 1136 sq ft of living space. The structure sits on a 48'x92' lot and is zoned R2F (Two-Family Residential). The property is tax delinquent and in foreclosure status. If acquired, it will be evaluated for rehabilitation.						
56-00828.000	331 Perry	5 Property Investments, LLC	955.83	0.00	20.04	975.87	400.62
Proposed Use:	This is a condemned single family structure that delinquent on property taxes. This property has 3 bedrooms and 1 bath with 1082 sq ft of living space. The structure sits on a 40'x66' lot and is zoned R2F (Two-Family Residential). The property is not in foreclosure status, however, the city can acquire with permission. If acquired, the property will be demolished						
57-00228.000	205 Hendry	Brandon Criner	4,482.75	1,403.78	144.48	6,031.01	82.14
Proposed Use:	This is a residential vacant lot with dimensions of appx 33' x 72'. The property is zoned R2F (Two-Family Residential) The owner is delinquent with the Erie County Treasurer's office on property taxes. If the city acquires, it will be evaluated for new development opportunities or side lot expansion.						
59-01215.000	410 Lawrence	Nathan Peters	2,895.00	1,033.39	107.28	4,035.67	78.66
Proposed Use:	This is a residential vacant lot with dimensions of appx 33' x 66'. The property is zoned R2F (Two-Family Residential) The owner is delinquent with the Erie County Treasurer's office on property taxes. If the city acquires, it will be evaluated for new development opportunities or side lot expansion.						



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

To: John Orzech, Interim City Manager
From: Debi Eversole, Housing Development Specialist
Date: March 28, 2023
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Kagland, LLC

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Kagland, LLC (“the Applicant”), an Ohio Limited Liability Company, for the purposes of furthering housing development efforts in the City.

Background Information: The Applicant, Bryan Kasper, purchased the property located at 1012 Columbus Avenue (“the Property”) in March, 2021. This property formerly operated as Sonship Fellowship Church and the new owners intend to renovate the space into three residential units.

At the October 13, 2021 Planning Commission meeting, Kagland, LLC requested the property be re-zoned from its current zoning R2F to RMF (Residential Multi-Family), which would allow for the structure to be converted into residential space.

The applicant submitted a building plan dividing the space into three residential apartments. Each unit will be two-stories in height and offer either two or three bedrooms. Each unit will contain a laundry area and have off-street parking. The tenants will share common outdoor area.

According to the 2023 Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$5,000.00 per unit for substantial redevelopment projects that cost in excess of \$20,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$15,000.

The Applicant provided budget estimates for the construction and renovations of the Property related to the three (3) residential units, herein after referred to as the “Project”.

Budgetary Information: The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Community Development Capital Projects Fund on a reimbursable basis, payable upon completion of the Project and proof on incurred expenses.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Kagland, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement and ensure the full benefit of the agreement is realized.

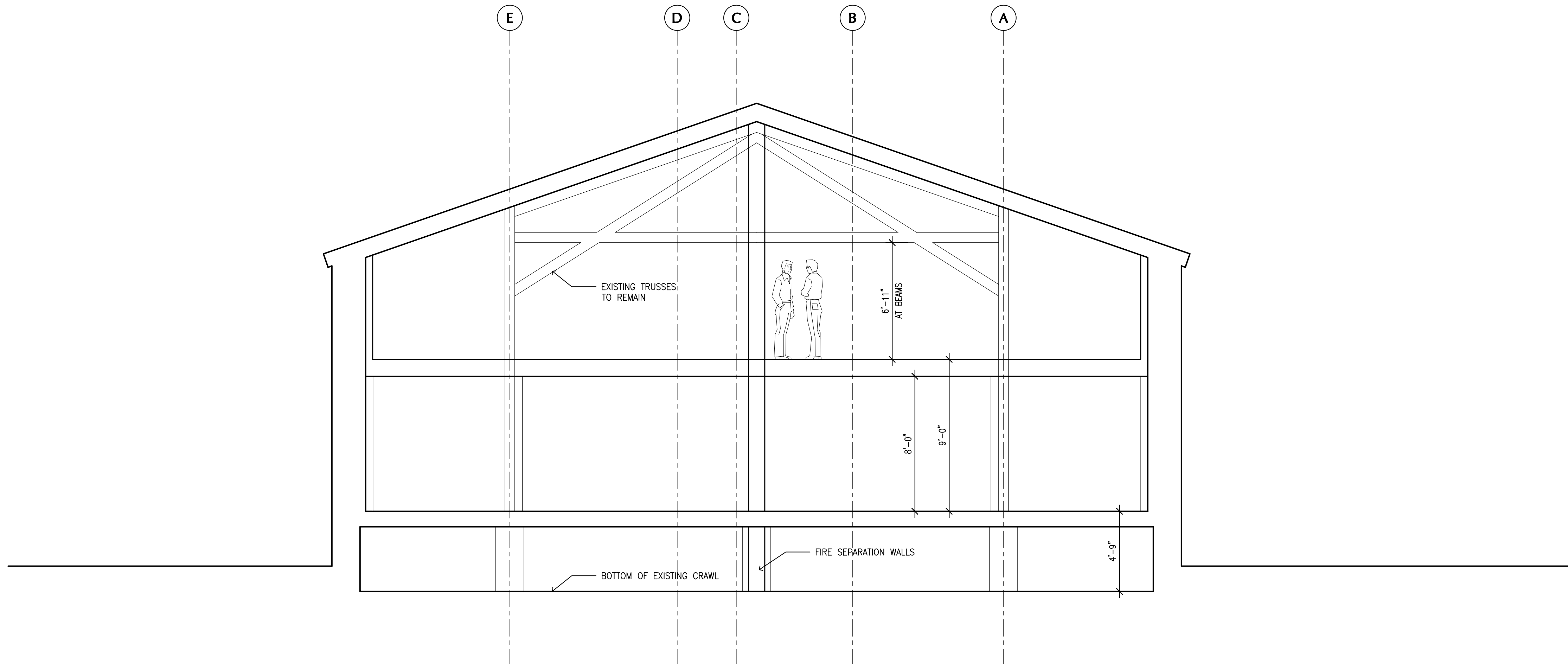
Debi Eversole
Housing Development Specialist

I concur with this recommendation:

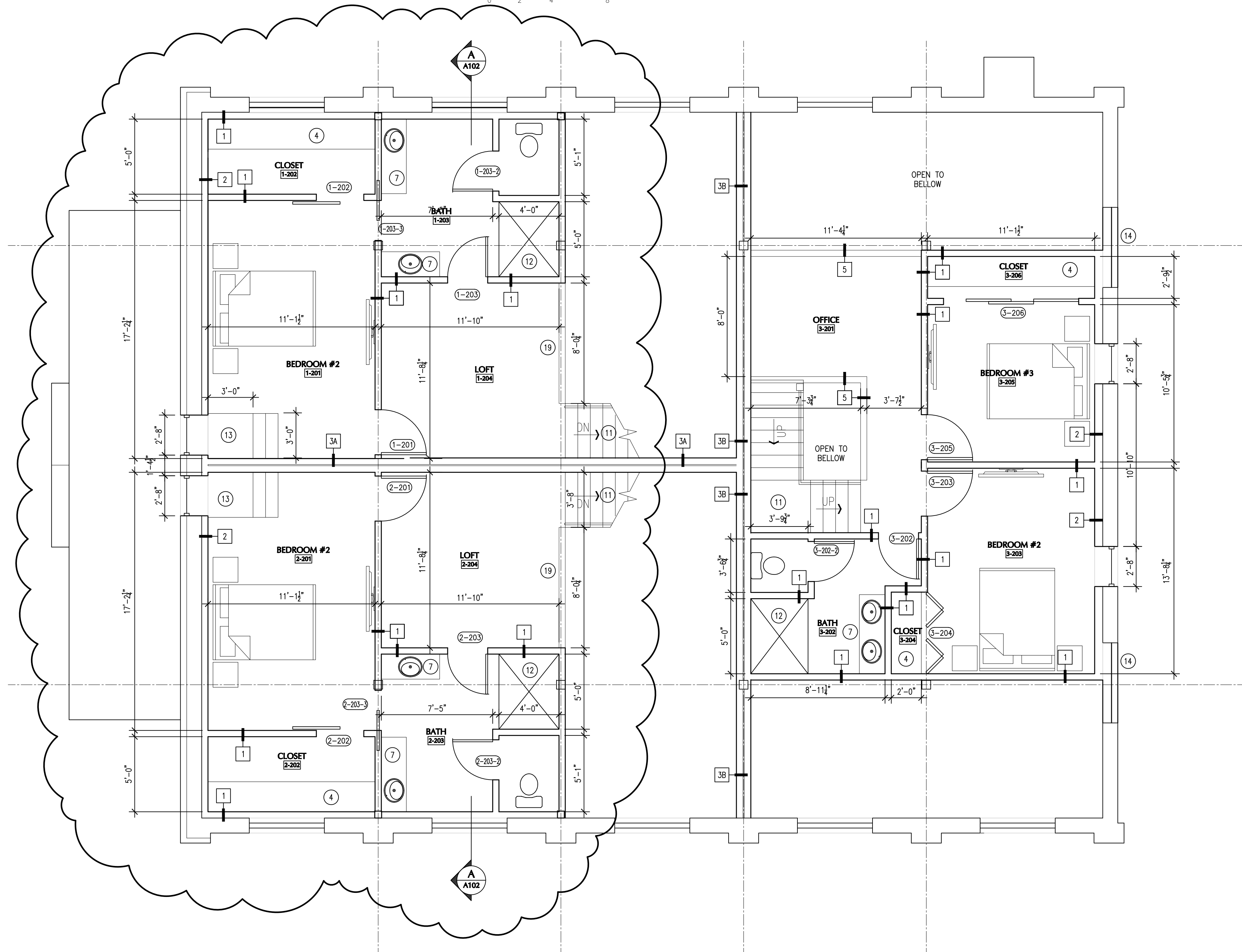
Colleen Gilson
Interim Community Development Director

John Orzech
Interim City Manager

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



A
A102 **BUILDING CROSS SECTION**
SCALE: 1/4" = 1'-0"



1
A102 **LOFT LEVEL FLOOR PLAN**
SCALE: 1/4" = 1'-0"

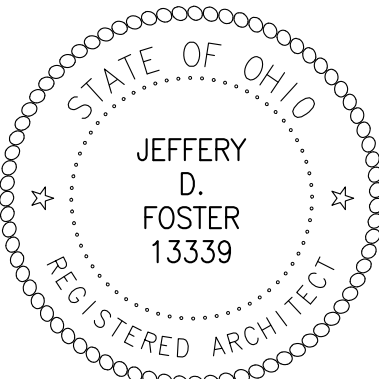
KEYNOTE LEGEND - FLOOR PLAN

- SIDE BY SIDE WASHER DRYER UNIT. SEE MEP OR CONNECTIONS TO WATER, DRAINAGE AND EXHAUST.
- HOT WATER TANK ON SHELF. SEE MEP FOR ADDITIONAL.
- FURNACE UNIT WITH CONDENSATE DRAIN. SEE MEP FOR ADDITIONAL.
- COATED WIRE SHELVING WITH HANGING ROD AT 54" AFF. PROVIDE BRACKETS AT 32" O/C MIN. AND AT CORNERS. INSTALL BLOCKING IN WALL AS REQUIRED. INSTALL SECOND STANDARD SHELF 72" ABOVE TOP OF HANGING ROD SHELF.
- HANDHELD 10# ABC FIRE EXTINGUISHER UNDER SINK CABINET IN EACH KITCHEN.
- OWNER TO PROVIDE DETAIL ON KITCHEN CABINETS, LAYOUT AND FINISHES. COORDINATE ALL MEP ROUGH INS, APPLIANCE ROUGHS AND CABINET LOCATIONS.
- OWNER TO PROVIDE DETAIL ON BATHROOM VANITIES, LINEN CABINETS AND ALL RELATED DETAILS. COORDINATE MEP ROUGH IN LOCATIONS.
- EXISTING CONCRETE STAIR AND RAILING TO REMAIN.
- AT ENTIRE CRAWL SPACE, INSTALL 10 MIL POLYETHYLENE VAPOR BARRIER AND COVER WITH CRUSHED GRAVEL.
- PERIMETER OF CRAWL SPACE WALLS TO BE INSULATED WITH R-24 RIGID FOAM INSULATION BOARD. EXTENDS BELOW VAPOR BARRIER AT PERIMETER BASE AND UP INTO JOIST SPACES AT TOP EDGE.
- WOOD STAIRS WITH 8" RISERS, 10" TREADS. HANDRAILS TO BE 36" HIGH ON BOTH SIDES. VERTICAL PICKETS AT ENTIRE OPEN SIDE WITH A MAX SPACING OF 4". WALL SIDE TO HAVE SINGLE HANDRAIL.
- ALL PORCELAIN TILE SHOWER WALLS AND FLOORS. PROVIDE WATER PROOF MEMBRANE AT ALL LOCATIONS. SHOWER ENCLOSURES. SEE MEP FOR ADDITIONAL.
- WOOD FRAMED PLATFORM AND STAIR. TOP OF PLATFORM TO BE NO MORE THAN 44" FROM SILL OF NEW WINDOW. CARPET ALL SURFACES TO MATCH ADJACENT FLOORING.
- PARTIAL INFILL AT EXISTING WINDOW OPENING, ABOVE NEW WINDOW. AIR SEAL AND INSULATE ENTIRE INFILL. SIDING ON EXTERIOR.
- 1 HOUR FIRE RATED ACCESS PANEL AT CRAWL SPACE. ALTERNATE: DOOR WITH HARDWARE.
- INFILL WALL ATO EMOLISHED DOOR OPENING. SEE ELEVATION FOR ADDITIONAL.
- JAMB, HEAD & SILL EXTENSIONS AT ALL NEW WINDOWS WHERE FRAMING IS ADDED ON INTERIOR.
- FIRE RATED ACCESS PANEL EQUAL TO BEST ACCESS PANELS BA-PFI-48-48 FLANGED ACCESS PANEL.
- 42" HIGH 2X4 WOOD STUD WALL WITH DRYWALL ON ALL SIDES AND WOOD CAP. PROVIDE BRACING AS REQUIRED.

I = PARTITION TYPES SEE
DETAIL SHEET A800

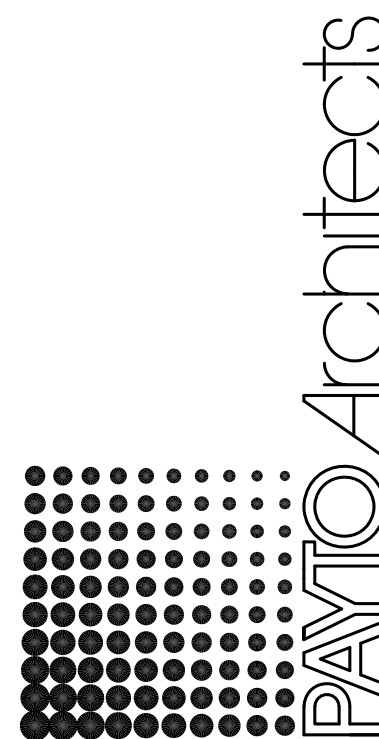
NOTE: ALL DIMENSIONS THIS SHEET
ARE FINISH DIMENSIONS

ISSUE DATE: 09.27.21
LOFT REVISIONS 10.24.22
LOFT REVISIONS 01.10.23



JEFFERY FOSTER, LICENSE 13339
EXPIRATION DATE: 12/31/23

HUNDOK
CHURCH CONVERSION TO 3 APARTMENT UNITS
1012 COLUMBUS AVE, SANDUSKY, OH 44870



LOFT LEVEL PLAN

PROJECT NO. 2021-27
CURRENT DATE 09.27.21

A102

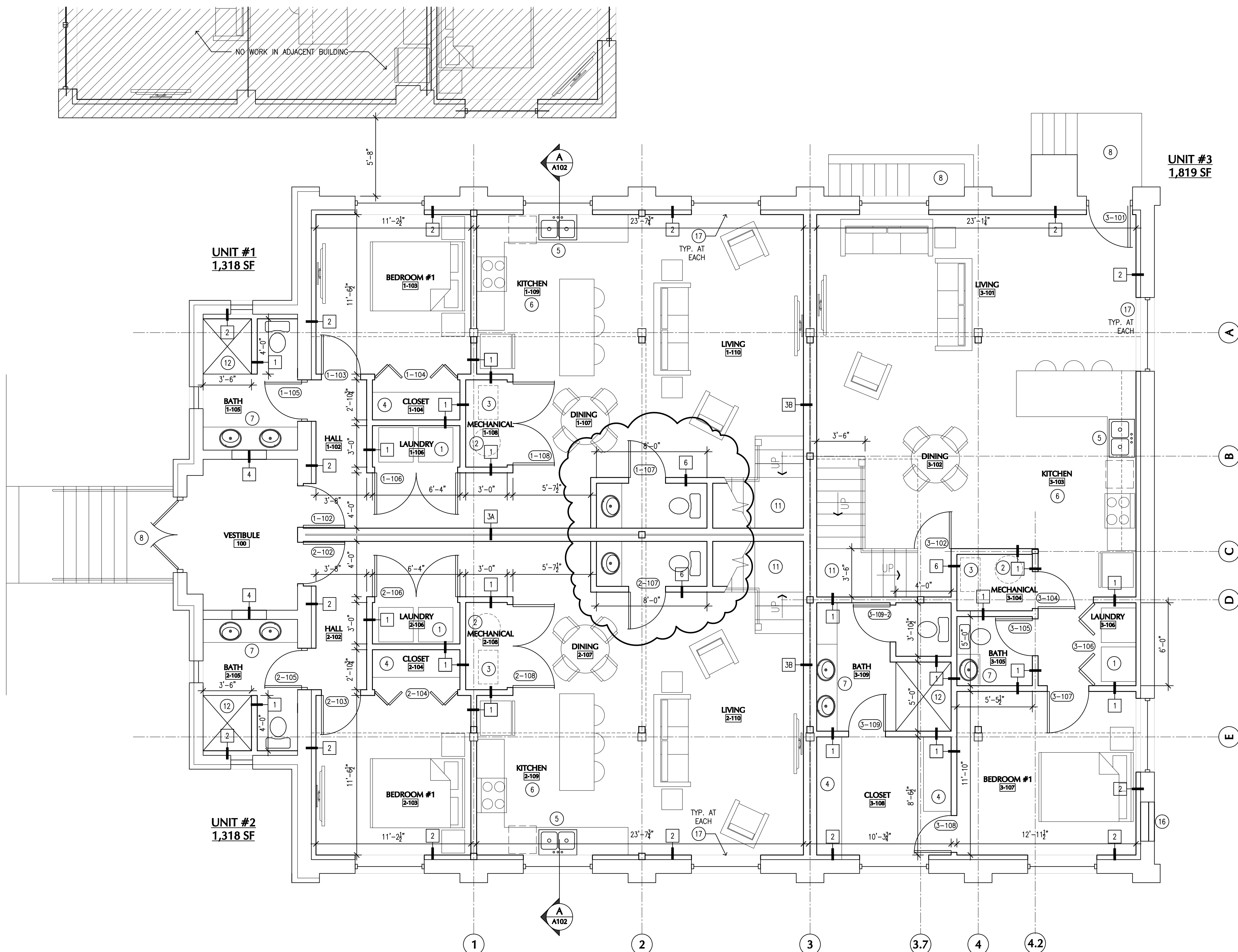
PERMIT & CONSTRUCTION
DOCUMENTS

KEYNOTE LEGEND - FLOOR PLAN

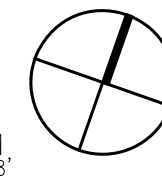
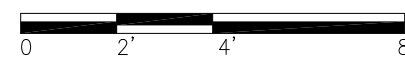
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1 = PARTITION TYPES SEE DETAIL SHEET A800
= FINISH DIMENSIONS

NOTE: ALL DIMENSIONS THIS SHEET ARE FINISH DIMENSIONS



1 FIRST FLOOR PLAN
A101 SCALE: 1/4" = 1'-0"



CERTIFICATE OF FUNDS

In the Matter of: Kagland LLC Grant- 1012 Columbus Ave

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 #431-4010-53000

By: 

Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO KAGLAND, LLC, IN RELATION TO THE PROPERTY LOCATED AT 1012 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in March of 2021, Bryan Kasper of Kagland, LLC, purchased a vacant building that formerly operated as Sonship Fellowship Church, located at 1012 Columbus Avenue; and

WHEREAS, the property owner intends to renovate the space into three (3) two-story residential units with either two (2) or three (3) bedrooms, a laundry area and off-street parking, as well as a shared common outdoor area; and

WHEREAS, in accordance with the 2023 Housing Development and Beautification Guidelines and application, the property owner is eligible for a grant in an amount of up to \$5,000.00 per unit for the substantial redevelopment project that cost is in excess of \$20,000.00 per unit; and

WHEREAS, it has been determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of 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 immediately execute the Grant Agreement and ensure the full benefit of the agreement is realized; 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 authorizes and directs the City Manager to enter into a Grant Agreement with Kagland, LLC, for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", 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. This City Commission authorizes and approves the grant funding to Kagland, LLC in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Community Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

Section 5. That for 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: April 10, 2023

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Kagland, LLC, ("the Applicant"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Applicant, Bryan Kasper of Kagland, LLC own the structure located at 1012 Columbus Avenue, Sandusky, Ohio 44870 ("the Property"), a vacant building that formerly operated as a church. The building is in need substantial renovations prior to occupancy for three (3) residential units; and

WHEREAS, the proposed three (3) units will share the total budget of approximately six hundred fifty thousand dollars (\$650,000.00) and upon completion will be two (2) bedroom with approximately 1,318 square footage or three (3) bedroom with approximately 1,819 square footage; and

WHEREAS, according to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to five thousand dollars (\$5,000.00) per unit for substantial redevelopment projects that cost in excess of twenty thousand dollars (\$20,000.00) per unit. As such, in this case, the Applicant is eligible for a grant of up to fifteen thousand dollars (\$15,000.00); and

WHEREAS, the Applicant provided budget estimates for the construction and renovations of the Property related to the three (3) residential units, herein after referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide housing incentive grants to the Applicant to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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

Section 1. City Grant.

The City agrees to grant up to \$15,000 to the Applicant (the "City Grant") toward the costs of the Project on a reimbursable basis, payable upon completion of the Project and proof on incurred expenses. The City Grant will be expensed from the Community Development Capital Projects account (#431-4010-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits and inspections. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as

outlined on Page 17 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Applicant know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed within one hundred and eighty (180) days from the date of Commission approval.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Applicant and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Applicant agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY:
- City Manager
c/o Housing Development Specialist
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) TO THE APPLICANT: Kagland, LLC
c/o Bryan Kasper
2007 Cedar Point Road
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

KAGLAND, LLC
an Ohio Limited Liability Company

By: _____
Bryan Kasper, Partner

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, Interim City Manager

The legal form of the within instrument
is hereby approved.

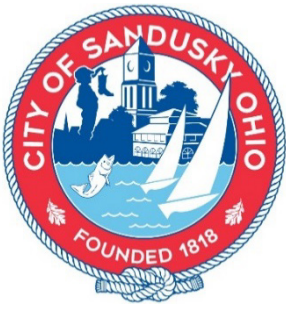
Brendan Heil
Law Director, City of Sandusky, Ohio
Ohio Supreme Court #0091991

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Michelle Reeder
Finance Director, City of Sandusky, Ohio



DEPARTMENT OF PUBLIC WORKS

Oakland Cemetery & Memorial Park

2917 Milan Road
Sandusky, Ohio 44870
419.627.5842
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Scott Kromer, Superintendent

Date: March 28, 2023

Subject: **Commission Agenda Item – Permission to Amend Cemetery Rules and Regulations**

ITEM FOR CONSIDERATION: Legislation to amend the Rules and Regulations for Oakland Cemetery and Memorial Park.

BACKGROUND INFORMATION: The Rules and Regulations for Oakland Cemetery and Memorial Park were last amended by the passage of Ordinance No. 05-175 by the City Commission on December 12, 2005. On March 22, 2023, the Sandusky Cemetery Board discussed and approved changes to the wording of Sections 3, 4, 12, and 14 of the Rules and Regulation, specifically:

Section 3. Traffic and Conduct

(1) Business and Visiting Hours

The Cemetery office and grounds are open for business and visiting at such hours as shall be established by the ~~Cemetery Board~~ **Superintendent** and posted. All persons entering or leaving the Cemetery shall use the regularly designated entrances and exits. Visiting is prohibited when the Cemetery is closed.

Section 4. Funerals

(b) Funeral Hours

Funerals shall be conducted during regular Cemetery hours, Monday through Friday, prior to ~~3:00~~ **4:00** p.m. and on Saturdays, Sundays and holidays prior to 3:00 p.m. The time of a funeral shall be determined as of the entry of the funeral procession into the Cemetery.

(c) Additional Charges

In addition to the regular Cemetery charges for a funeral, the following charges shall be made and paid before interment:

(1) For a funeral **concluding** after 3:00 p.m. on weekdays or on Saturday, Sunday or holidays, the additional charges shall be as determined by the ~~Cemetery Board or the City Manager-Superintendent~~.

(2) Oversize graves (over 8' long or 40" wide):

Persons making requests for burials shall furnish the name of the deceased, place and date of birth, last residence, date of death, cause and place of death, proposed date and hour of interment, and such other information that shall be required to satisfy Section 8 of these regulations entitled "Who May Be Interred". Such notice, arrangements, and information also applies to burial in vaults or mausoleums, and where remains have been removed from another burial place for reinterment in a cemetery.

Section 12. Memorials, Monuments, Headstones, Markers, and Corner Posts

(10) Cemetery staff shall not install headstones purchased on the internet.

(14) Deliveries of Memorials

No delivery shall be made on Sundays or holidays, or after ~~4:00~~ 3:00 p.m. Arrangements for delivery and erection of memorials shall be made so that there will be no interference with interments in nearby areas. Any exceptions to this rule must be made in writing and approved by the Cemetery Board.

Section 14. Recovery of Unused Burial Spaces

~~Where the owner of a burial space is deceased or is presumed to be deceased by reason of unexplained absence from his usual place of residence for more than seven years and no interments have been made in said lot for more than twenty-five years, and there are two or more adjacent vacant grave spaces thereon, (such adjacent vacant grave spaces being side-by-side as distinguished from end-to-end), and by reasonable effort the names and addresses of the persons entitled to inherit such burial spaces may be declared abandoned by the Cemetery Board and shall revert to the City of Sandusky and may be sold by the City, free from claims of any and all persons otherwise entitled to the same under these rules and regulations. In the event that any person entitled to inherit said lot should subsequently appear, the City of Sandusky shall provide for such person suitable space or spaces, free of charge as he may be entitled to, either one or more of the spaces left vacant or elsewhere in Oakland Cemetery or in Oakland Memorial Park.~~

Commencing on May 1, 2023, all Deeds or other instruments for cemetery lots shall contain a provision that burial must take place within 50 years of the date of the Deed or other instrument. If no burial takes place within that time period, the lot owner shall be notified by certified mail, return receipt requested, or by legal public notice, or both, that the Deed or other instrument will be forfeited if the owner does not respond within 30 days to the City Manager stating their intention to use the lot. If, after 30 days of providing notice, the City Manager does not receive any response by the owner, then the lot is forfeited to the City. The City may then resell the lot. However, if after providing notice, the City Manager receives a response by the owner, the City shall extend the time period for burial for an additional 25 year period.

These changes will allow more certainty in the enforcement of the Rules and Regulations concerning hours of operation and funeral guidelines, and relieve staff of the concerns about installation of memorials and monuments throughout the cemetery. In addition, the changes to Section 14. *Recovery of Unused Burial Spaces* will provide a more reasonable timeline and a practical, legal pathway for addressing unused spaces.

The changes are in accordance with Chapter 151 (Cemetery Board) of the City of Sandusky Codified Ordinances.

BUDGETARY INFORMATION: The revenue that is generated due to changes to afterhours charges and the future sales of unused lots will be deposited into the General Fund and applicable endowments.

ACTION REQUESTED: It is recommended that proper legislation be approved to amend the Rules and Regulations for Oakland Cemetery and Memorial Park 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 implement the recommended amendments as soon as possible to enhance efficiency of operations at the cemetery.

I concur with this recommendation:

John Orzech, Interim City Manager

Aaron Klein, P.E., Director

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

SANDUSKY CEMETERY BOARD

2917 Milan Road, Sandusky, Ohio 44870

March 24, 2023

John Orzech
Interim City Manager
City of Sandusky
240 Columbus Ave
Sandusky, OH 44870

Dear Mr. Orzech,

On March 22, 2023, the Sandusky Cemetery Board discussed and approved changes to the wording of Sections 3, 4, 12, and 14 of the Rules and Regulation, namely:

Section 3. Traffic and Conduct

(1) Business and Visiting Hours

The Cemetery office and grounds are open for business and visiting at such hours as shall be established by the Superintendent and posted. All persons entering or leaving the Cemetery shall use the regularly designated entrances and exits. Visiting is prohibited when the Cemetery is closed.

Section 4. Funerals

(b) Funeral Hours

Funerals shall be conducted during regular Cemetery hours, Monday through Friday, prior to 3:00 p.m. and on Saturdays, Sundays and holidays prior to 3:00 p.m. The time of a funeral shall be determined as of the entry of the funeral procession into the Cemetery.

(c) Additional Charges

In addition to the regular Cemetery charges for a funeral, the following charges shall be made and paid before interment:

(1) For a funeral concluding after 3:00 p.m. on weekdays or on Saturday, Sunday or holidays, any additional charges shall be as determined by the Cemetery Board, approved by the City Commission, and posted by the Superintendent.

(2) Oversize graves (over 8' long or 40" wide):

Persons making requests for burials shall furnish the name of the deceased, place and date of birth, last residence, date of death, cause and place of death, proposed date and hour of interment, and such other information that shall be required to satisfy Section 8 of these regulations entitled "Who May Be Interred". Such notice, arrangements, and information also apply to burial in vaults or mausoleums, and where remains have been removed from another burial place for reinterment in a cemetery.

Section 12. Memorials, Monuments, Headstones, Markers, and Corner Posts

(10) Cemetery staff shall not install headstones purchased on the internet.

(14) Deliveries of Memorials

No delivery shall be made on Sundays or holidays, or after 3:00 p.m. Arrangements for delivery and erection of memorials shall be made so that there will be no interference with interments in nearby areas. Any exceptions to this rule must be made in writing and approved by the Cemetery Board.

Section 14. Recovery of Unused Burial Spaces

Commencing on May 1, 2023, all Deeds or other instruments for cemetery lots shall contain a provision that burial must take place within 50 years of the date of the Deed or other instrument. If no burial takes place within that time period, the lot owner shall be notified by certified mail, return receipt requested, or by legal public notice, or both, that the Deed or other instrument will be forfeited if the owner does not respond within 30 days to the City Manager stating their intention to use the lot. If, after 30 days of providing notice, the City Manager does not receive any response by the owner, then the lot is forfeited to the City. The City may then resell the lot. However, if after providing notice, the City Manager receives a response by the owner, the City shall extend the time period for burial for an additional 25-year period.

These changes were reviewed and approved by the Cemetery Board Members at our March 22, 2023 meeting. We submit these changes to you for consideration by the Law Director and the City Commission for adoption at the earliest possible date. These changes will allow more certainty in the enforcement of the Rules and Regulations concerning hours of operation and funeral guidelines, and relieve the superintendent of the concerns about memorials and monuments throughout the cemetery. In addition, the changes to Section 14. Recovery of Unused Burial Spaces will provide a more reasonable timeline and a legal pathway for addressing unused spaces.

In addition we recognized Reverend Thom Darden for his many years of service to the City of Sandusky and the Sandusky Cemetery Board. The Board also elected two new officers, new member Kara Groff as Vice Chair and Kevin Zeiher as Chair of the Board. Thank you for your attention.

Very Truly Yours,
/s/ Kevin J. Zeiher
Kevin J. Zeiher
Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE RULES AND REGULATIONS FOR THE OAKLAND CEMETERY AND MEMORIAL PARK IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Rules and Regulations for the Oakland Cemetery and Memorial Park were last amended by the passage of Ordinance No. 05-175 by the City Commission on December 12, 2005; and

WHEREAS, the Cemetery Board by letter from the Board's Chairman dated March 24, 2023, is recommending Sections 3, 4, 12, and 14 of the Rules and Regulations be amended as hereafter set forth; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to implement the recommended amendments as soon as possible to enhance efficiency at the Oakland Cemetery; 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:

Section 1. This City Commission approves and adopts the amendments to the Rules and Regulations for the Oakland Cemetery and Memorial Park as hereinafter set forth:

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 3. Traffic and Conduct

(1) Business and Visiting Hours

The Cemetery office and grounds are open for business and visiting at such hours as shall be established by the ~~Cemetery Board~~ **Superintendent** and posted. All persons entering or leaving the Cemetery shall use the regularly designated entrances and exits. Visiting is prohibited when the Cemetery is closed.

Section 4. Funerals

(b) Funeral Hours

Funerals shall be conducted during regular Cemetery hours, Monday through Friday, prior to 3:00 4:00 p.m. and on Saturdays, Sundays and holidays prior to 3:00 p.m. The time of a funeral shall be determined as of the entry of the funeral procession into the Cemetery.

(c) Additional Charges

In addition to the regular Cemetery charges for a funeral, the following charges shall be made and paid before interment:

(1) For a funeral **concluding** after 3:00 p.m. on weekdays or on Saturday, Sunday or holidays, the additional charges shall be as determined by the ~~Cemetery Board or the City Manager~~ **Superintendent**.

(2) Oversize graves (over 8' long or 40" wide):

Persons making requests for burials shall furnish the name of the deceased, place and date of birth, last residence, date of death, cause and place of death, proposed date and hour of interment, and such other information that shall be required to satisfy Section 8 of these regulations entitled "Who May Be Interred". Such notice, arrangements, and information also applies to burial in vaults or mausoleums, and where remains have been removed from another burial place for reinterment in a cemetery.

Section 12. Memorials, Monuments, Headstones, Markers, and Corner Posts

(10) Cemetery staff shall not install headstones purchased on the internet.

(14) Deliveries of Memorials

No delivery shall be made on Sundays or holidays, or after ~~4:00~~ **3:00** p.m. Arrangements for delivery and erection of memorials shall be made so that there will be no interference with interments in nearby areas. Any exceptions to this rule must be made in writing and approved by the Cemetery Board.

Section 14. Recovery of Unused Burial Spaces

~~Where the owner of a burial space is deceased or is presumed to be deceased by reason of unexplained absence from his usual place of residence for more than seven years and no interments have been made in said lot for more than twenty-five years, and there are two or more adjacent vacant grave spaces thereon, (such adjacent vacant grave spaces being side by side as distinguished from end to end), and by reasonable effort the names and addresses of the persons entitled to inherit such burial spaces may be declared abandoned by the Cemetery Board and shall revert to the City of Sandusky and may be sold by the City, free from claims of any and all persons otherwise entitled to the same under these rules and regulations. In the event that any person entitled to inherit said lot should subsequently appear, the City of Sandusky shall provide for such person suitable space or spaces, free of charge as he may be entitled to, either one or more of the~~

~~spaces left vacant or elsewhere in Oakland Cemetery or in Oakland Memorial Park.~~

Commencing on May 1, 2023, all Deeds or other instruments for cemetery lots shall contain a provision that burial must take place within 50 years of the date of the Deed or other instrument. If no burial takes place within that time period, the lot owner shall be notified by certified mail, return receipt requested, or by legal public notice, or both, that the Deed or other instrument will be forfeited if the owner does not respond within 30 days to the City Manager stating their intention to use the lot. If, after 30 days of providing notice, the City Manager does not receive any response by the owner, then the lot is forfeited to the City. The City may then resell the lot. However, if after providing notice, the City Manager receives a response by the owner, the City shall extend the time period for burial for an additional 25 year period.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 10, 2023



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: March 27, 2023

Subject: **Commission Agenda Item – Purchase of Single Axle Truck Equipment Package for a 2024 Freightliner M2 106 Vehicle for the Sewer Maintenance Division**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of Single Axle Truck Equipment Package from Henderson Products Inc. of Bucyrus, OH through the Sourcewell Cooperative Purchasing Program, Contract Number 080818-HPI.

BACKGROUND INFORMATION: Legislation was approved at the December 12, 2022, meeting, via Ordinance No. 22-255 for the purchase of a new 2024 Freightliner M2 106 2 Ton Truck for use in the Sewer Maintenance Division. In order to outfit the truck for its intended use, it is necessary to purchase a Single Axle Truck Equipment package from Henderson Products of Bucyrus, Ohio. The equipment is made available for purchase to the City through the Sourcewell Cooperative Purchasing Program, Contract Number 080818-HPI.

The truck will be used for the maintenance and repairs of the sewer collection system throughout the City, as well as, used for the hauling of the spoils to the county landfill from the cleaning of the sewer collection system and the removal of the grit and grease during the Wastewater Treatment Plant process. The truck will also assist with snow removal during emergency situations.

BUDGETARY INFORMATION: The total cost for one (1) Single Axle Truck Equipment Package shall not exceed \$86,025.00 and will be paid from Sewer Capital Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase Single Axle Truck Equipment Package from Henderson Products Inc. of Bucyrus, OH through the Sourcewell Cooperative Purchasing Program, Contract Number 080818-HPI, in an amount not to exceed \$86,025.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the order to be placed immediately, as delivery of the vehicle is expected in the next few weeks, so equipment needs to be ordered to get the vehicle out on the road in operation.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron M. Klein
Director

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



HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 1
Quote #170276
Rev #29

To: CITY OF SANDUSKY, OH
Attn:

Quote Date: 3/31/2023
Valid Until: 4/30/2023
Sourcewell Contract# 080818-HPI
Sourcewell #: 68351

Quoted By: Ross Repp

Phone: 419-617-7509

Cell: 4195696166

Fax:

Email: rrepp@hendersonproducts.com

Quoted:

2023 SINGLE AXLE TRUCK EQUIPMENT PACKAGE FOR SEWER DEPT

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Snow Plow Hitch

Reversing Cylinder Style: **Outboard reversing cylinders**

Plow Portion Hitch: **Plow portion picked under plow**

Hitch, Truck Portion: **Pin & loop hitch, low profile**

Bumper to Frame Mounting Kit: **No, upfitter supplied mounting**

Hydraulic Lift Cylinder: **4" x 2" x 10" Double Acting Nitrided Lift Cylinder**

High Pressure QD System: **No High Pressure QD System**

Holding Valve for Lift Cylinder: **No Holding Valve For Lift Cylinder**

Custom Options: **Note Custom Details Below**

Option 1 Description: **OHIO HCH PIN & LOOP WITH 4X2 LIFT CYLINDER 156042**

Option 2 Description: **STRUCTURAL STEEL CONSTRUCTION**

Option 3 Description:

HPI MarkE

COUNTRY/LANGUAGE: **USA/ENGLISH**

FAMILY: **MARK E, CLASSIC**

FLOOR LENGTH: **10' FLOOR LENGTH**

SIDE HEIGHT: **30" SIDE HEIGHT**

BODY MATERIAL(SIDES/HEADSHEET): **10GA 201SS SIDES/HEADSHEET**

SIDE BRACES: **(1) 10GA 201SS WELD ON SIDE BRACE**

TOP RAIL/RUB RAIL MATERIAL: **10GA 201SS TOP & RUB RAILS**

REAR BOLSTER HEIGHT: **8" BOLSTER, 2-1/8" POCKETS**

REAR BOLSTER MATERIAL: **10GA 201SS REAR BOLSTERS**

FRONT BOLSTER: **FRONT BOLSTERS, 10GA**

FLOOR MATERIAL: **1/4" AR400 FLOOR**

HOIST TYPE: **8/21 UNDERBODY HOIST W/SF, 52" HS**

CYLINDER MODEL: **8/21 UB, 1YR WTY**

HOOKLIFT A-FRAME: **NON-HOOKLIFT**

HOIST MOUNT TYPE: **STANDARD SUBFRAME**

INSTALL HOIST & CRADLE: **UPFITTER INSTALLED H&C**

LONGSILLS: **10" I-BEAM LONGSILLS, FULL WELD**

UB HOIST MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**

BODY HINGE MAINTENANCE: **GREASEABLE PINS, NO BUSHINGS**

TAILGATE STYLE: **CONFIGURABLE STANDARD TAILGATE**





HENDERSON

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CUSTOMER QUOTE

Page 2
Quote #170276
Rev #29

TAILGATE SHEET MATERIAL: 10GA 201SS TAILGATE SHEET
TAILGATE LINER: NO TAILGATE LINER
COAL CHUTE: DUAL 13" CURB & CENTER COAL CHUTE
EXTENDED COAL CHUTE HANDLE: NO EXTENDED COAL CHUTE HANDLE
TAILGATE BRACE: 1 HORIZONTAL TAILGATE BRACE
TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, TOP BRACE
TAILGATE RELEASE & CONTROL: MANUAL TAILGATE RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
BOLSTER CHAIN HOOKS: NO CHAIN HOOKS
HORIZONTAL J-HOOKS: NO HORIZONTAL J-HOOKS
TAILGATE PIN LANYARDS: NO TAILGATE PIN LANYARDS
TAILGATE AIR VALVE: NO TG AIR VALVE
LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", W/ TARP SHROUD
CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
CABSHIELD INSTALLATION: CABSHIELD SHIPS LOOSE
CABSHIELD OFFSET: OFFSET NOT APPLICABLE
CABSHIELD LIGHTING: CS LIGHTS, 2 FORWARD, 1 EACH SIDE
ASPHALT LIP: 12" PIN-ON 7GA 201 ASP LIP, LOOSE
SIDE BOARDS: UPFITTER SUPPLIED SIDEBORDS
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR
BODY STEPS: NO INTERIOR STEPS
RUB RAIL LIGHTING: NO RUB RAIL LIGHTING
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 3 OBOUNDR LIGHT
LIGHTING ADD ONS: NO BOLT-ON LIGHT BOX
LIGHTING PACKAGE: UPFITTER SUPPLIED LIGHT PACK
PWS TANKS: NO PREWET TANKS
PREWET PREP: NO PREWET BOX BRACKET
WALK RAILS: 2" DRVR & CURB WALK RAIL
TARP RAILS: NO TARP RAILS
VIBRATOR LOCATION: NO VIBRATOR
TGS INSTALLATION: NO FACTORY INSTALLED TGS
TGS INTEGRATION: NO TGS SPILL SHIELDS
TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER
FINISH PREP: WASH & PRIME MILD PARTS ONLY
PAINT/FINISH: NO FINISH
NOTE 1:: NO ADDITIONAL CUSTOM OPTIONS
NOTE 2:: NO ADDITIONAL CUSTOM OPTIONS
NOTE 3:: NO ADDITIONAL CUSTOM OPTIONS
NOTE 4: NO ADDITIONAL CUSTOM OPTIONS
NOTE 5: NO ADDITIONAL CUSTOM OPTIONS
NOTE 6: NO ADDITIONAL CUSTOM OPTIONS
NOTE 7: NO ADDITIONAL CUSTOM OPTIONS
NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

Installation Workup





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 3
Quote #170276
Rev #29

Facility: **IDC-OH**

Chassis Delivery To Henderson: **Henderson Picks Up (100 miles or less)**

Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**

Chassis Make: **Freightliner**

Chassis Model Yr: **2024/25**

Useable CA/CT: **84 iNCH**

Pump Location: **Transmission Mount Pump**

Transmission Type: **Automatic**

Transmission Model: **Allison Transmission**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**

Mount Type: **Engineered Truck Hitch (sales to order hitch w/ unit)**

Mount Spec: **Hitch Kit 177246**

Front Bumper: **OEM Bumper Cut and Split**

Front Plow Type: **Standard Henderson Plow**

Plow Options 1: **Only Running Hydraulics for Future Plow**

Dump Body Type: **Mark E Single Axle**

Floor Length: **(10') Floor length**

Hoist Type: **Underbody Hoist with Subframe**

Cylinder Type: **Double Acting**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Tailgate Release Type: **Manual Tailgate Release**

Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**

Asphalt Lip (FF Only): **Supld by Fact, instll @ IDC, Bolt On (Sales order with unit)**

Grab Handle(s): **(1) Factory supl'd, install @ IDC (Sales to order with unit)**

Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**

Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**

Ladder Install Style (Dump) 1: **3 Step Pull Out**

Ladder Install Loc 1 (Dump): **Driver Side Front**

Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**

Shovel Holder Loc (1): **Driver side body**

Sideboards: **Wood (Un-Painted), supplied/installed by IDC**

Sideboard Notes:

Tarp Brand: **US Tarp (order 86" c/s if using integral shield)**

Tarp System: **Pull Tarp System**

Tarp Material: **Black Vinyl (Asphalt rated)**

Tarp Length: **14' with deflector (BV, US, Rolltarp)**

Body Spec Notes:

Spreader Type: **FSH**

FSH Drive Type: **Hydraulic**

FSH Mount Type: **Slip in Mount**





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CUSTOMER QUOTE

Page 4
Quote #170276
Rev #29

Slip in Tie Downs: **Factory Hold down kit (Sales to order with unit)**
Trunnion Latch: **Install Fact Sup'd Trun Latch Bar, sales to order with unit**
FSH Spinner Configuration: **Standard Spinner install**
HYD QD Mount Brackets: **Stainless Steel QD Mount in front of dump body bolster**
Spreader Options 1: **Only Running Hydraulics for Future Spreader**

Prewet/Liquid System: **V-box Prewet System**

System Type: **FSH**

Tank Configuration: **Factory Supplied/Installed (Sales to order w/unit)**

Drive Configuration: **Electric Drive, Vendor Supplied (sales to quote w/ hyd)**

Controls: **Supplied by IDC (sales to order w/ hyd cntrls)**

Slurry Tube: **Factory Supplied/Installed (sales to order w/unit)**

Liquid Options 1: **Only Running Hydraulics for Future Spreader and Prewet**

Liquid Details:

Chassis Accessories: **Yes (SELECT RELATED OPTIONS BELOW)**

Mudflaps (Rear): **Swinging w/Logo**

Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**

Fenders: **Poly fenders, Full Pair, single axle, SS mount**

Pintle Plate: **Yes (select from options below)**

Pintle Plate Configuration: **3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC)**

Pintle Plate D-Rings: **Qty (2) 1" D-rings, 50 deg bend**

Pintle Hook: **20 Ton**

Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV,new style (municipal)**

Trailer Plug (2): **7 Pin Trailer Plug, Round, Alum**

Truck Wash: **Complete Truck Wash/Clean/Vac 1**

Warranty: **Standard 1 Year Warranty**

Inspection: **Walk-around meeting only**

Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**

Install Touch-up: **Basic Installation Touch-Up**

Chassis Install Options 1: **PINTLE PLATE WITH 20T BOLT ON HOLES & 25T SWIVEL**

TYPE MOUNT

Chassis Install Options 2: **PER CITY OF SANDUSKY SPECIFICATION**

Chassis Install Options 3: **TRUCKS TO MATCH LAST TRUCKS WE BUILT**

Electrical: **Yes (SELECT RELATED OPTIONS BELOW)**

Power Distribution Panel: **Power Distribution Panel**

Misc Electrical Supplies: **Req'd Misc Elect Supplies**

Plow Lights: **Plow Lts, LED, Heated, Tlite, Round, Pair**

Plow Light Brackets: **Plow Lt Brckts, SS, FRTLNR/Western Star/Other, Pair**

Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**

Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**

Worklight (1) Gen Location: **On rear of body**

Cabshield Warning Light Qty: **Qty 4 Lights (Order Holes with Unit)**

Cabshield Warning Lights: **QTY 4, 6" LED Oval Strobes, Amber (order holes w/unit)**

Cabshield Lighting Harness: **Cabshield Warning Lights Only (qty 2-6)**

Rear Dump Bolster (S/T/T): **LED S/T/T, kit (OH) (order holes)**





HENDERSON

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CUSTOMER QUOTE

Page 5
Quote #170276
Rev #29

OEM Light Remount: **Remount OEM Chassis Lights**

Rear Dump Bolster (Back-up): **B/U Lights, LED, Clear, Oval, pair (Order holes with body)**

Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**

Back up alarm: **Backup Alarm, 97db**

Body up switch/light: **Supplied with Hydraulics, IDC install**

Brake controller: **Brake Controller, Voyager Brake Controller**

License Plate Lights: **IDC Supplied License Plate Light Gray Housing**

Backbone & Wire Standoffs: **10' Backbone (For SA)**

Camera: **Included in Hydraulics Pkg (quote w/ Hyd)**

Camera Kit: **1 camera supplied with hydraulics**

Electrical Install Opt 1: **DEDUCT HENDERSON POWER DISTRIBUTION PANEL148605**

Electrical Install Opt 2: **USE CERTIFIED POWER PDP INCLUDED IN HYDRAULIC PACKAGE**

Electrical Install Opt 3: **PDP TO MATCH CUSTOMERS LAST TRUCKS**

Electrical Spec Notes:

Hydraulics: **Full Hydraulic Package**

Hyd Supplier: **Certified (Select Pkg Below)**

Hyd Supplier (Spec): **Certified Power Quote 18355852**

Controls Type: **Cable Controls**

Cable Qty: **3 Functions**

PTO Type: **Included in Hydraulics Package**

Reservoir Type: **Supplied With Hydraulics**

Reservoir Spec:

Valve Enclosure Type: **Supplied With Hydraulics**

Low Oil Indicator: **Yes, included in Hyd Pkg**

Return Filter: **Provided with Hydraulics**

SS Tubing Upgrade: **SA,F&R lines,6'Frnt,9'Rr**

Quick Coupler Upgrade: **Standard Quick Couplers**

Hydraulics Notes:

STAINLESS STEEL VALVE ENCLOSURE/OIL RESERVOIR COMBO

(3) CABLE LEVER PEDISTAL WITH SWITCH PACK

FREEDOM 2.2 ELECTRIC SPREADER CONTROLLER

PLOW BALANCE VALVE INSTALLED

EYEDOT SINGLE HEAD CAMERA SYSTEM INSTALLED

Disclaimer: **Paint not guaranteed to match OEM chassis color**

IDC Paint Location: **IDC-OH**

Undercoat: **Undercoat (Body Underside & Chassis)**

Paint Code & Color (from color charts):





HENDERSON

PRODUCTS, INC.

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CUSTOMER QUOTE

Page 6
Quote #170276
Rev #29

Total package price: \$93,750.00
Total package w/applicable 10% Sourcewell discount: \$84,375.00
Freight: \$1,650.00
Single package total: \$86,025.00
Package(s) : 1
Total: \$86,025.00

**10% Sourcewell discount applies to all equipment and installation only.

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

CERTIFICATE OF FUNDS

In the Matter of: Single Axle Equipment Package- Sewer Maintenance Division

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 #613-5440-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A SINGLE AXLE TRUCK EQUIPMENT PACKAGE FROM HENDERSON PRODUCTS INC. OF BUCYRUS, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; 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 a 2024 Freightliner M2 106 2-ton truck from Valley Freightliner, Sterling, and Western Star, Inc. of Parma, Ohio through the State of Ohio Department of Transportation Cooperative Purchasing Program for the Sewer Maintenance Division by Ordinance No. 22-255, passed on December 12, 2022; and

WHEREAS, in order to outfit the truck for its intended use, it is necessary to purchase a Single Axle Truck Equipment Package; and

WHEREAS, Sourcewell's 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 Single Axle Truck Equipment Package that has been competitively bid and made available through the membership from Henderson Products Inc. of Bucyrus, Ohio; and

WHEREAS, the total cost for the Single Axle Truck Equipment Package is \$86,025.00 and will be paid with Sewer Capital Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be immediately placed as delivery of the vehicle is expected in the next few weeks and so the new vehicle can be operational as soon as possible after delivery; 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 and/or Finance Director is authorized and directed to expend funds for the purchase of a Single Axle Truck Equipment Package from Henderson Products Inc. of Bucyrus, Ohio, through the Sourcewell Cooperative Purchasing Program (Contract 080818-HPI) for the Sewer Maintenance Division at an amount **not to exceed** Eighty-Six Thousand Twenty-Five and 00/100 Dollars (\$86,025.00).

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.

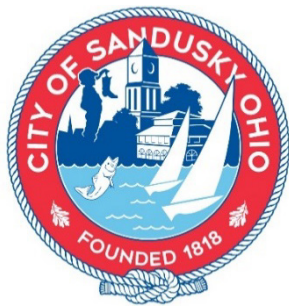
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 10, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

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

Date: March 28, 2023

Subject: Commission Agenda Item – Award a Contract to Precision Paving Inc. of Milan, Ohio for the 2023 Local Street Resurfacing Project

ITEM FOR CONSIDERATION: Legislation awarding a contract to Precision Paving Inc. of Milan, Ohio for the 2023 Local Street Resurfacing Project.

BACKGROUND INFORMATION: Legislation was approved to bid this project on February 23, 2023 with resolution 010-23R.

Engineering staff stresses the importance to get this project awarded and “in contract” as quickly as possible because it is believed that many communities will also be putting stimulus money towards their roadways. Bidding the project early in the calendar year has allowed us to get ahead of those other communities and procure lower pricing, while getting plugged into contractors schedules early.

The City advertised for bids and received three bids on the bid due date of March 23, 2023, at a public bid opening;

AJ Riley Inc. Norwalk, Ohio 100% Bid Bond	Base Bid	\$787,374.63
	Alt. Bid A	\$24,103.00
	Alt. Bid B	\$42,353.00
	Alt. Bid C	\$35,000.00
	Alt. Bid D	\$30,628.00
	Alt. Bid E	\$37,018.00
Erie Blacktop Inc. Sandusky, Ohio 100% Bid Bond	Base Bid	\$680,967.75
	Alt. Bid A	\$23,924.15
	Alt. Bid B	\$42,694.15
	Alt. Bid C	\$30,000.00
	Alt. Bid D	\$30,299.15
	Alt. Bid E	\$39,660.15
Precision Paving Inc. Milan, Ohio 100% Bid Bond	Base Bid	\$652,142.85
	Alt. Bid A	\$21,191.87
	Alt. Bid B	\$41,496.26
	Alt. Bid C	\$29,250.00
	Alt. Bid D	\$27,948.25
	Alt. Bid E	\$38,474.79

Local preference does not play into the project's bid award determination, as federal funding is paying for this project.

BUDGETARY INFORMATION: The City has elected to award the base bid (see Exhibit "A"), plus Alternate B (Ogontz St. – Cleveland Rd. to 5th St.), Alternate C (Reclaimite surface sealer) and Alternate E (Fire Station 7 parking lot/driveway). The total construction cost shall not exceed \$761,363.90 and will be paid entirely with American Rescue Plan Act Stimulus Funds. The award amount is \$743.10 (.10%) less than the estimated and previously approved project cost in Resolution 010-23R.

ACTION REQUESTED: It is recommended that the proper legislation be prepared awarding a contract to Precision Paving Inc. of Milan, Ohio for the 2023 Local Street Resurfacing Project under suspension of the rules and in accordance with Section 14 of the City Charter in order to begin construction early in the 2023 calendar year. Paving of this project early in the year will avoid most of our City's annual events and seasonal late-summer and fall traffic. This will also allow enough time for the subsequent utility adjustment work to be complete in the 2023 calendar year.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein, P.E.
Director

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

EXHIBIT "A"

STREET	FROM	TO
BUCHANAN ST	CAMP ST	CARR ST
BUCHANAN ST	CARR ST	EDDY HENRY WAY
DIETRICK ST	CLEVELAND RD	EOP
E MADISON ST	HANCOCK ST	FRANKLIN ST
E MADISON ST	WAYNE ST	HANCOCK ST
E MADISON ST	COLUMBUS AVE	WAYNE ST
FIFTH ST	WILDMAN ST	RIVER AVE
FIFTH ST	E FARWELL ST	WILDMAN ST
FIFTH ST	HOLLYROOD RD	MC KINLEY ST
FIFTH ST	MC KINLEY ST	E FARWELL ST
FOURTH ST	ERIE ST	OGONTZ ST
FOURTH ST	SYCAMORE LINE	ERIE ST
JACKSON ST	W MONROE ST	W MADISON ST
JACKSON ST	W MADISON ST	W JEFFERSON ST
JACKSON ST	W JEFFERSON ST	W ADAMS ST
JACKSON ST	W ADAMS ST	CENTRAL AVE
JACKSON ST	CENTRAL AVE	W WASHINGTON ST
MC DONOUGH ST	W MARKET ST	W WATER ST
PERRY ST	E MADISON ST	E JEFFERSON ST
PERRY ST	E JEFFERSON ST	E ADAMS ST
SADLER ST	W PERKINS AVE	W FARWELL ST
SUPERIOR ST	SUPERIOR ST	FERNDALE AVE
SUPERIOR ST	FERNDALE AVE	EOP
THOMAS ST	W PERKINS AVE	GRANT ST
W ARTHUR ST	CAMPBELL ST	EOP
W FOLLETT ST	CAMPBELL ST	CALDWELL ST
W OSBORNE ST	CENTRAL AVE	PROSPECT ST
W OSBORNE ST	SHELBY ST	MC DONOUGH ST
W OSBORNE ST	MC DONOUGH ST	CENTRAL AVE
	27	2.6
	SEGMENTS	MILES

CERTIFICATE OF FUNDS

In the Matter of: 2023 Local Street Resurfacing- Precision Paving

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 #240-0000-55990

By: _____



Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PRECISION PAVING INC., OF MILAN, OHIO, FOR THE 2023 LOCAL STREET RESURFACING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed 2023 Local Street Resurfacing Project involves the resurfacing with asphalt overlay of many of the worst street segments in the City, based on a variety of factors, such as: street survey data compiled in 2015, segments that are not eligible for other outside funding, age of existing asphalt surface, local roads, traffic volumes, recent neighborhood and park improvements, completed or planned capital improvements, existing planning documents, etc., and encompasses 27 street segments totaling 2.6 centerline miles of road, and depending on the condition of the street, the work may include milling and possibly excavation to address structural problems in the pavement, and also includes Alternate Bid A (Ogontz Street to Cleveland Road to Fifth Street), Alternate Bid C (Reclaimite surface sealer) and Alternate Bid E (Fire Station #7 parking lot / driveway); and

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2023 Local Street Resurfacing Project by Resolution No. 010-23R, passed on February 27, 2023; and

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

WHEREAS, the total construction cost of this project is \$761,363.90 and will be paid entirely 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 begin construction early in the 2023 calendar year to avoid most of the City's annual events and seasonal late-summer and fall traffic as well as allow enough time for the subsequent utility adjustment work to be completed in the 2023 calendar year; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,
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 Precision Paving, Inc., of Milan, Ohio, for the 2023 Local Street

Resurfacing Project in an amount **not to exceed** Seven Hundred Sixty-One Thousand Three Hundred Sixty Three and 90/100 Dollars (\$761,363.90) consistent with the bid submitted by Precision Paving, Inc., of Milan, Ohio, currently on file in the office of the Director of Public Works.

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

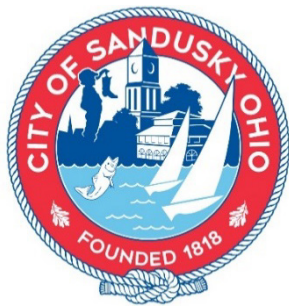
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023



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: March 28, 2023
Subject: **Commission Agenda Item – Award a Contract to B & B Construction Inc. of Doylestown, Ohio for the Fire Station 7 Roof Repair Project**

ITEM FOR CONSIDERATION: Legislation awarding a contract to B & B Construction Inc. of Doylestown, Ohio for the Fire Station 7 Roof Repair Project. Said project will remove and replace all asphalt shingles, boots, flashing and vent materials fixed on the roof currently.

BACKGROUND INFORMATION: With bidding of this project approved on February 27, 2023 with Resolution 11-23R, the City estimated and proceeded with bidding of this work as a project.

The City advertised for bids, receiving four bids on the bid due date of March 23, 2023, at a public bid opening;

B & B Construction Inc. Doylestown, OH 100% Bid Bond	Base Bid	\$24,864.00
Coates Bros. Roofing Elyria, OH 100% Bid Bond	Base Bid	\$31,134.00
Freedom Roofing, Windows & Siding Elyria, OH No Bond Submitted	Base Bid	\$30,234.00
JDB Home Improvements Norwalk, OH 100% Bid Bond	Base Bid	\$35,890.25

Although not local to the area, B & B Construction Inc. has stated that they are familiar with Federal wage rates and confident in their submitted bid amount. Staff from B & B visited the building on March 17th to familiarize themselves with the project prior to bidding. They have provided multiple references of governmental facilities where they have performed work. B & B is A+ rated by the Better Business Bureau (BBB), which they have been a member since 2020. They have been in business for 64 years according to the BBB.

This amount is \$13,449.50 (35%) below the engineers estimate and amount approved by Commission in Resolution 11-23R.

Local preference did not play into the bid award determination on this project, as it is federally funded.

BUDGETARY INFORMATION: The total construction cost for this roof work shall not exceed \$24,864.00 and paid for with American Rescue Plan Act (ARPA) Stimulus funds. The award amount is \$24,864.00.

ACTION REQUESTED: It is requested that proper legislation be prepared award a contract to B & B Construction Inc. of Doylestown, Ohio for the Fire Station 7 Roof Repair Project in an amount not to exceed \$24,864.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for roof repairs to take place as soon as possible and prevent further damage to the building.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron M. Klein, P.E.
Director

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

CERTIFICATE OF FUNDS

In the Matter of: B&B Construction – Fire Station #7 Roof 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 #240-0000-55990

By: _____



Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH B & B CONSTRUCTION INC. OF DOYLESTOWN, OHIO, FOR THE FIRE STATION #7 ROOF REPAIR PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Fire Station #7 was constructed in 1966 and its 2nd shingled roof is nearing the end of its useful life and needs to be replaced as the shingles are so brittle and weathered that the City's Maintenance Staff spends time replacing shingles after every wind storm and the loss of shingles causes leaks within the building; and

WHEREAS, the Fire Station #7 Roof Repair Projects involves installing all shingles, trim, flashing, boots, drip edge, tar paper, ridge cap, ridge vent work and associated appurtenances on the roof; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Fire Station #7 Roof Repair Project by Resolution No. 011-23R, passed on February 27, 2023; and

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

WHEREAS, the total construction cost of this project based on bids is \$24,864.00 and will be paid with American Rescue Plant 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 for the roof repairs to be completed as soon as possible and prevent further damage to the building; 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 B & B Construction Inc. of Doylestown, Ohio, for the Fire Station #7 Roof Repair Project in an amount **not to exceed** Twenty-Four Thousand Eight Hundred Sixty-Four and 00/100 Dollars (\$24,864.00) consistent with the bid submitted by B & B Construction Inc. of Doylestown, Ohio, currently on file in the office of the Director of Public Works.

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

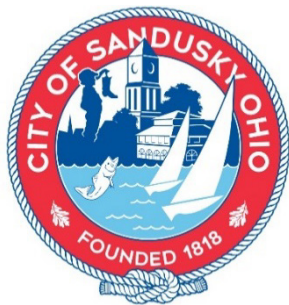
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Megan Stookey, Project Manager

Date: March 28, 2023

Subject: **Commission Agenda Item – Permission to Bid 2023 Sidewalk Repair & Replacement Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2023 Sidewalk Repair & Replacement project.

BACKGROUND INFORMATION: Sidewalks raised by trees or simply deteriorating from old age throughout the City neighborhoods have become an increasing safety concern for many years. Although the Ohio Revised Code states that maintenance and repair of sidewalks are the abutting property owner's responsibility, the voters have asked via the passage of Issue 8, to have the City perform these repairs with tax dollars generated by their positive vote. In the past, when a residential sidewalk complaint was received by the Public Works Department, staff would investigate the issue and notify the abutting homeowner of their responsibility to maintain and/or repair the sidewalk. While responsibility has not changed, these complaints are now tracked in an Excel spreadsheet and a repair project will be devised annually as long as funds are available. If the sidewalk is heaved by an inappropriate boulevard tree, the tree will be scheduled for removal or root grinding as deemed appropriate by the city's arborist and may be placed on the annual tree removal program. One primary focus annually is on ADA accessibility issues, some of which are reported by the ADA advisory board.

From 2016 – 2019 & 2022 the City has completed five sidewalk repair and replacement projects, removing and installing roughly 72,237 square feet of sidewalk and 1,007 linear feet of curb throughout the City. In 2020 & 2021 the planned sidewalk projects were brought to a halt due to the COVID-19 pandemic which placed a freeze on capital spending.

The 2023 Sidewalk Repair & Replacement project includes over 8,184 square feet of sidewalk and a portion of walk along North Depot Street receiving storm drainage tie-in within the walk as there is heavy ponding from the roadway in the area. The residential portion of the project has an engineer's estimate of \$99,896.67. As part of our residential replacement project, we have added concrete work to this project that needs to be completed at Fire Station No. 7 with an engineer's estimate of \$29,487.00 and additional walkway being added within Shoreline Park with an engineer's estimate of \$59,852.08.

The entire 2023 Sidewalk Repair & Replacement project has an Engineer's Estimate of \$189,235.75 and a completion date of August 30, 2023 has been set.

BUDGETARY INFORMATION: The engineer's estimate for the 2023 Sidewalk Repair & Replacement project is \$189,235.75 which shall be paid for with \$99,896.67 Capital Projects Funds (Issue 8 Infrastructure), \$29,487.00 American Rescue Act Funds and \$59,852.08 Capital Improvement Funds.

ACTION REQUESTED: It is recommended that the proposed 2023 Sidewalk Repair & Replacement be approved for bidding and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the safety improvements this construction season. The most competitive prices are typically received at the onset of the construction season.

I concur with this recommendation:

John Orzech
Interim City Manager

Aaron Klein
Director

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

2023 Sidewalk Repair & Replacement Project

	50th/Milan Rd (along Milan Rd)
128	Adams St, East
335	Adams St, East
329	Adams St, East
1414	Buckingham St
1505	Campbell St
621	Clinton St
1027	Clinton St
1335	Clinton St
401	Dewey St
403	Dewey St
411	Dewey St
1022	Fourth St
415	Franklin St
1025	Harrison St
1029	Harrison St
1033	Harrison St
507	Huron Ave
508	Huron Ave
509	Huron Ave
513	Huron Ave
519	Huron Ave
527	Huron Ave
531	Huron Ave
1213	Marlboro St
1218	Marlboro St
1221	Marlboro St
1225	Marlboro St
312	Neil St
1536	Oakmont Ln
515	Osborne St, West
505	Pearl St
509	Pearl St
1416	Putnam St
512	Scott St
514	Scott St
102	Tyler St
306	Tyler St
308	Tyler St
411	Tyler St
828	Tyler St
421	Wayne St
429	Wayne St

DUMPSTER
PAD

186 SY

62 SY

122 SY

483 SY

475 SY

ASPHALT SURFACE @ 2"



ASPHALT PVMT. @ 5"



FULL DEPTH CONCRETE
REPAIR @ 8"









SHORELINE PARK SIDEWALKS 2023

350 SF 4"
WALK

APPROX.
WL LOCATE

2665 SF 4"
WALK

780 SF
4" WALK

260 SF 4"
WALK

71 SPACES

DR.

WATER ST.

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 SIDEWALK REPAIR & REPLACEMENT 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, from 2016-2019 and 2022, the City completed five (5) sidewalk repair and replacement projects, removing and installation roughly 72,237 square feet of sidewalk and 1,007 linear feet of curb throughout the City; and

WHEREAS, in 2020 and 2021, the planned sidewalk projects were halted due to the COVID-19 pandemic, which placed a freeze on Capital spending; and

WHEREAS, the proposed 2023 Sidewalk Repair & Replacement Project consists of over 8,184 square feet of sidewalk repairs and a portion of walk along North Depot Street receiving storm drainage tie-in within the walkway as there is heavy ponding from the roadway; and

WHEREAS, this project will also include concrete work necessary at Fire Station #7 and additional walkway within Shoreline Park; and

WHEREAS, the estimated cost of the project is \$189,235.75 of which \$99,896.67 will be paid with Capital Projects Funds (Issue 8 Infrastructure) \$29,487.00 will be paid with American Rescue Act Funds and the remaining balance of \$59,852.08 will be paid with Capital Improvement Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately bid the project as most competitive prices are typically received at the onset of the construction season and to complete the safety improvements this construction; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2023 Sidewalk Repair & Replacement Project be

and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2023 Sidewalk Repair & Replacement 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 2023 Sidewalk Repair & Replacement 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: April 10, 2023



CITY OF SANDUSKY POLICE DEPARTMENT

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: March 31, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation ratifying the submission of grant applications to the Office of the Attorney General and the U.S. Department Justice and authorizing the City Manager to purchase ten (10) level IIIA soft panel ballistic vests and external carriers through Lucky Stone of Huron, OH. The total cost of this purchase is \$11,450.

BACKGROUND INFORMATION: The Sandusky Police Department replaces ballistic vests on a yearly basis to replace body armor vests that are nearing the end of their recommended life of five (5) years. Nine (9) ballistic vests will need to be purchased this year and one (1) vest is needed for a new hire. The total costs for this purchase will not exceed \$11,450, of which up to seventy-five percent (75%) of the cost will be reimbursed to the Department. The department will receive a match of 50% of the cost for one ballistic vest from a federal grant and a seventy-five percent (75%) match for ten (10) ballistic vests through the Ohio Attorney General's office.

Lucky Stone of Huron, Ohio, is the only local provider of ballistic vests and has been supplying vests to the Police Department for many years.

BUDGETARY INFORMATION: The total cost for this purchase will not exceed \$11,450, of which up to seventy-five percent (75%) will be reimbursed through funds received from the federal and state grants. The required local match of the costs will be paid out of the police departments operating budget.

ACTION REQUESTED: It is requested that the proper legislation be prepared ratifying the submission of the grant applications to the Office of the Attorney General and the U.S. Department Justice and authorizing the City Manager to execute any grant agreements. Authorization is also requested to purchase ten (10) ballistic vests from Lucky Stone 407 Winona Avenue Huron, OH 44839 and that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to purchase and replace body armor vests at the earliest opportunity.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, Interim City Manager

Cc: Michelle Reeder, Finance Director; Brendan Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: 10 Police Ballistic Vests

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 #110-1010-54000, 239-1170-54090, 241-1119-54090

By: 

Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND RATIFYING THE SUBMISSION OF GRANT APPLICATIONS FOR FINANCIAL ASSISTANCE TO THE OFFICE OF THE ATTORNEY GENERAL THROUGH THE OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM AND TO THE U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA) THROUGH THE BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TEN (10) LEVEL IIIA SOFT PANEL BALLISTIC VESTS AND EXTERNAL CARRIERS FROM LUCKY STONE OF HURON, OHIO, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Police Department annually applies to the Office of the Attorney General and the U.S. Department of Justice for grant funds for the replacement of ballistic vests for the Police Department and has received notification of awarded funds; and

WHEREAS, ballistic vests are replaced on a yearly basis and the Police Department desires to replace nine (9) ballistic vests that are nearing the end of their recommended life of five (5) years and purchase one (1) for a new hire; and

WHEREAS, Lucky Stone of Huron, Ohio, is the only local provider of ballistic vests and has been supplying vests to the Police Department for many years; and

WHEREAS, the total cost for the new ballistic vests and external carriers is \$11,450.00 of which 75% will be paid with funds awarded from the Office of the Attorney General and 50% of one (1) vest will be paid with funds awarded from the U.S. Department of Justice and the required local matches will be paid with funds from the Police Department's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant applications and replace the ballistic vests that are nearing the end of their useful life at the earliest opportunity; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of grant applications for financial assistance to the Office of the Attorney General through the Ohio Law Enforcement Body Armor Program and to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice

Assistance (BJA) through the Bulletproof Vest Partnership (BVP) Program for the Sandusky Police Department, copies of which are on file in the Sandusky Police Department, and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application and agreement.

Section 2. The City Manager is authorized and directed to purchase ten (10) Level IIIA Soft Panel Ballistic Vests and External Carriers for the Police Department from Lucky Stone of Huron, Ohio, at an amount **not to exceed** Eleven Thousand Four Hundred Fifty and 00/100 Dollars (\$11,450.00).

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.

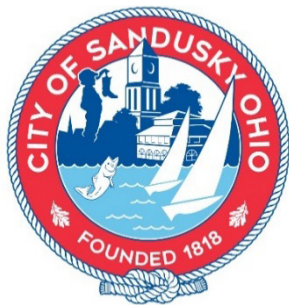
Section 4. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 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., Director

Date: April 3, 2023

Subject: Commission Agenda Item – Amendment to Ordinance No. 23-076 to Modify the WPCLF Loan Agreement with the Ohio EPA for the Mills Street High-Rate Treatment and the Ultraviolet Disinfection Projects at the Wastewater Treatment Plant

ITEM FOR CONSIDERATION: Legislation approving an amendment to Ordinance No. 23-076 modifying the loan agreement between the City of Sandusky and the Ohio Environmental Protection Agency (OEPA) and the Water Pollution Control Loan Fund (WPCLF) for the Mills Street High-Rate Treatment (HRT) and the Ultraviolet Disinfection (UV) Projects at the Wastewater Treatment Plant previously approved at the March 27, 2023 City Commission meeting.

BACKGROUND INFORMATION: Previous legislation Ordinance 23-076, approved at the March 27, 2023, granted the execution of the WPCLF Loan agreement for financing the HRT and the UV projects at WWTP. The modification to the loan agreement includes Erie County's portion of cost for the projects. The WPCLF board will vote on the loan in April but needs approval from the City no later than April 11 to enter into an agreement. If approved, the final loan agreement will be provided for execution.

BUDGETARY INFORMATION: With \$4.05M in principle forgiveness and significant interest rate discounts, the terms of the loan agreement will be around \$39M, over 30 years, with an interest rate of around 1.32%. Given these terms, repayment from the Sewer Fund would be approximately \$1.5M annually.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving an amendment to Ordinance 23-076 for the loan agreement between the City of Sandusky and the Ohio Environmental Protection Agency (OEPA), Water Pollution Control Loan Fund (WPCLF) for the Mills Street High-Rate Treatment and the Ultraviolet Disinfection Projects at the Wastewater Treatment Plant and that the necessary legislation be passed under suspension of the rules, in full accordance with Section 14 of the City Charter in order to execute the Water Pollution Control Loan Fund Agreement as the WPCLF Board needs approval from the City Commission prior to voting on the loan in April.

I concur with this recommendation:

John Orzech
Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: WPCLF Loan Application – Mills HRT & UV

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 #613-5910

By: 

Michelle Reeder

Finance Director

Dated: 4/5/2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 23-076, PASSED ON MARCH 27, 2023; APPROVING A MODIFIED WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE OHIO ENVIRONMENTAL PROTECTION AGENCY (EPA), AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF THE DESIGN, CONSTRUCTION, AND INSPECTION OF THE MILLS STREET HIGH-RATE TREATMENT PROJECT AND 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 Mills Street High Rate Treatment Project involves the is construction of a 16 million gallons per day (MGD) High-Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; 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 agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the preliminary engineering and limited detailed design of the Mills Street High Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Mills Street High-Rate Treatment (HRT) Project by Resolution No. 058-22R, passed on October 24, 2022; and

WHEREAS, this 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 approved the awarding of the contract to Great Lakes Construction Co. of Hinckley, Ohio, for work to be performed for the Mills Street High-Rate Treatment (HRT) Project by Ordinance No. 23-007, passed on January 9, 2023; and

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

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

WHEREAS, this City Commission approved the awarding of the contract to Great Lakes Construction Co. of Hinckley, Ohio, for work to be performed for the Ultraviolet (UV) Disinfection Refurbishment Project by Ordinance No. 23-059, passed on March 13, 2023; and

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

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

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

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

WHEREAS, to assist the Director in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and

operation of the WPCLF as authorized by the R.C. Section 6111.036, the Director has entered into an Interagency Agreement with the OWDA and has annually entered into a renewal of that Agreement; and

WHEREAS, this City Commission approved a Water Pollution Control Loan Fund (WPCLF) Agreement with the Ohio Environmental Protection Agency (SPA) and the Ohio Water Development Authority (OWDA) to finance the cost of the design, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project by Ordinance No. 23-076, passed on March 27, 2023; and

WHEREAS, the modification to the loan is to finance Erie County's portion of the cost of the Design, Construction and Inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project; and

WHEREAS, the City of Sandusky is desirous of obtaining financing from the Ohio EPA and the OWDA using funds from the WPCLF for approximately **\$39 million** to finance the cost of the Design, Construction and Inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project with an estimated interest rate of 1.5% for a term of thirty (30) years; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Water Pollution Control Loan Fund Agreement as the WPCLF Board needs approval from the City Commission prior to voting on the loan and no later than April 11, 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; 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. 23-076, passed on March 27, 2023, and approves the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project and to finance the costs of these projects in cooperation with the Ohio EPA and the OWDA under the provisions, terms and conditions set forth in the modified "Water Supply

Revolving Loan Account Loan Agreement", substantially in the same form as attached hereto marked Exhibit "1".

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

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: April 10, 2023

WATER POLLUTION CONTROL LOAN FUND AGREEMENT

This Agreement made and entered into as of the "Effective Date," by and among the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority¹, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the "OWDA," and together with the Director, the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1 as the "Resolution Date" (the capitalized terms not defined in the recitals being as defined in Article I herein);

WITNESSETH:

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

WHEREAS, Title 33, Chapter 26, Subchapter VI of the Clean Water Act, as amended (the "CWA"), 33 U.S.C.A. § 1383 authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states which have established a state water pollution control revolving loan fund; and

WHEREAS, pursuant to the CWA, states can provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities, municipal or intermunicipal and interstate or state agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA, 33 U.S.C.A. 1292, and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the estuary protection programs; and

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

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

¹ The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

(g) "Contract Period of Years" means the period of calendar years shown on Exhibit 1 as "Term In Years," commencing on the Date of Initial Payment to the WPCLF as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed 30 years.

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

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

(j) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WPCLF, a description and distribution of which, subject to paragraph 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation.

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

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

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

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

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

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

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

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

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

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

(u) "Semi-Annual Payment" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal Amount and the Participation Rate is specified on Exhibit 1 beneath the Principal Amount. A portion of Semi-Annual Payment will be deposited into an account to offset Ohio EPA administrative expenses.

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

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

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

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

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

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

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

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

Section 2.2. The Borrower agrees that the State or its designated representatives shall have the right at all reasonable times to enter upon the Project Site, WRRSP Site, WRRSP Project location, and Project Facilities and to examine and inspect the same. The Borrower further agrees that the State or its designated

representatives shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

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

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower shall do all things necessary to construct the Project Facilities on the Project Site (which the Borrower hereby represents has been acquired by the Borrower) by means of the construction contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

(m) In the event construction costs are to be paid from loan proceeds under this Agreement, the Borrower shall comply with 40 U.S.C.A. § 3141 (known as the Federal Davis-Bacon Act), unless waived in writing by the State.

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

(i) comply with all applicable Federal requirements imposed by the then most recent version of the Consolidated Appropriations Act and/or related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") and that if applicable, all manufactured products used in the projects are to be produced in the United States as required by the Build America, Buy America Act (BABAA), *eff. May 14, 2022* unless (A) the Borrower has requested and obtained a waiver from the Director pertaining to the Project or (B) the Director has otherwise advised the Borrower in writing that BABAA and/or the American Iron and Steel Requirement is not applicable to the Project; or

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

(o) The Borrower agrees to comply with the requirements of section 603(d)(1)(E)(i) of the CWA, 33 U.S.C.A. 1383, (incorporated into the CWA by the Water Resources Reform and Development Act (WRRDA)), for the development and implementation of a Fiscal Sustainability Plan (FSP). The Borrower agrees to certify, as part of the Performance Certification, a Fiscal Sustainability Plan has been developed and implemented in accordance with the provisions of this Agreement and applicable law.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets, in accordance with generally accepted accounting principles as issued by the Governmental Accounting Standards Board. The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which examination may include examination for compliance with the CWA and R.C. Section 6111.036, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

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

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

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

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

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

demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the State.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV - PAYMENTS BY BORROWER

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

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

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

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

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

Section 4.3. The Borrower hereby agrees:

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

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

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

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

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

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

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

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

Section 4.7. In order to enable the State to comply with the requirements of federal securities laws (including, without limitation, 17 C.F.R. § 240.10b-5 and 17 C.F.R. § 240.15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the Borrower agrees to prepare and file with the State or, at the direction of the State, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as defined below), any annual financial information or material events disclosures that the State may determine it requires to achieve such compliance. The Borrower consents to the State's incorporation by reference into State official statements or other State filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the Borrower may have filed or may file with the MSRB. In the event the

Borrower fails to prepare any financial statement or other financial information that this Section requires the Borrower to prepare and file with or at the direction of the State, then the State shall have the right (in addition to any other rights it may have to enforce the obligations of the Borrower hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the following is the website address for EMMA: emma.msrb.org.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

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

- (a) Operate the Project Facilities in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and
- (b) Keep the Project Facilities including all appurtenances thereto and the equipment and machinery therein in good repair and good operating condition at its own cost so that the completed Project Facilities will continue to operate with substantially the same efficiency as when first constructed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.1. The Borrower hereby represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.3. If the Borrower shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately

inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

and,

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

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

and,

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

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

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

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

Section 8.5. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement

are severable. In lieu thereof the parties agree that there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

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

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

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

The remainder of this page is intentionally left blank.

Water Pollution Control Loan Fund Agreement

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

APPROVED AS TO FORM

By _____
Ohio EPA Counsel

Print Name _____

OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____
Anne M. Vogel, Director

Date _____

APPROVED AS TO FORM

By _____
General Counsel

Print Name _____

OHIO WATER DEVELOPMENT AUTHORITY²

By _____
Ken J. Heigel, Executive Director

Date _____

APPROVED AS TO FORM

By _____
Borrower's Counsel

Print Name _____

BORROWER

By _____
Authorized Representative

Print Name _____

Title _____

Date _____

² If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.

Water Pollution Control Loan Fund

Exhibit 1**Project Name:** Mills Street High Rate Treatment Facility**Borrower:** Sandusky**Loan Number:** CS390830-0006**Address:** 240 Columbus Avenue**City & State:** Sandusky, OH**Zip Code:** 44870**Borrower's Authorized Representative:** John Orzech**Phone:** (419) 627-5846

Project Description

Construction of a High Rate Treatment Facility at the WWTP to help reduce combined sewer overflows from the Mills Street of (west Side) CSO. The proposed improvements consist of a 16 mgd HRT Facility. The improvements are required as part of the City's General Plan Update and Compliance Schedule.

Cost Data

Activities	Eligible	Total Project Cost
Technical Services		
Engineering Services	\$1,642,466.88	\$1,642,466.88
Construction		
The Great Lakes Construction Co. - Mills Street High-Rate Treatment Project	\$32,026,500.00	\$32,026,500.00
The Great Lakes Construction Co. - UV Disinfection Refurbishment Project	\$2,410,960.00	\$2,410,960.00
Other Costs		
Contingency	\$3,443,746.28	\$3,443,746.28
Design	\$2,031,311.84	\$2,031,311.84
Total Estimated Cost	\$41,554,985.00	\$41,554,985.00

WPCLF Loan Information

Interest Rate:	1.55%	Principal Amount:	\$37,504,985.00
Term in Years:	30.0	Interest:	\$9,535,846.60
Number of Payments:	60	Total Cost of Borrowing:	\$47,040,831.60
Participation Rate:	0.0209043	Payment:	\$784,013.86
Principal Forgiveness Amount	\$4,050,000.00	WRRSP Advance of Interest:	\$2,514,662.00

Project Schedule

Application Date:	03/08/2023	Initiation of Operation:	10/18/2024
Resolution Date:	03/27/2023	Date of Initial Payment:	07/01/2025
Performance Certification:	10/18/2025		

Pledged Revenues

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

Revenue Source

Special Assessments	
General Taxes	
Wastewater Service Charge	\$47,436,615.00
Other:	
Total	\$47,436,615.00

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

John Orzech**Date**