



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 14, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Murray
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray
APPROVAL OF MINUTES	July 24, 2023 Regular Meeting and July 31 & August 7, 2023 Special Meeting
AUDIENCE PARTICIPATION	
PROCLAMATION	Drive Sober or Get Pulled Over 2023
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL OF LAND BANK PURCHASE AND SALE AGREEMENT FOR 1716 SADLER STREET

Budgetary Information: The purchase price of this property is \$200.00 plus all expenses included but not limited to the property transfer, combination survey, deed preparation and recording fees for a total estimated cost of one thousand three hundred fifty-three dollars and fifty cents (\$1,353.50). Payment in full must be made within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-02378.000, and located at 1716 Sadler Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a Purchase and Sale Agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL OF LAND BANK PURCHASE AND SALE AGREEMENT FOR THIRD STREET LOTS

Budgetary Information: There will be no budget impact and the City will recoup all expenses associated with the acquisition and disposition of the parcels.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel Nos. 57-01166.000 (lot 474) and 57-04871.000 (lot 475), located on Third Street is no longer needed for any municipal purpose and authorizing the execution of a Purchase and Sale Agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Michelle Reeder, Finance Director

APPROVAL OF FISCAL OFFICER'S CERTIFICATES

APPROVAL OF VARIOUS PURPOSE NOTES

Budgetary Information: This various purpose note sale includes renewal of the 2022 Series Various Purpose Notes of \$4,135,000 that will mature on September 22, 2023 and the \$6,000,000 2022 Justice Center note, that matures on September 7, 2023. We will retire \$1,865,000 of the 2022 various purpose Note Issuance and add an additional \$4,000,000 to the Justice Center note:

- **\$200,000** (retire \$200,000) for Bay Front Urban Revitalization
- **\$225,000** (retire \$225,000) for the City Hall Relocation Project
- **\$1,250,000** (retire \$500,000) for the design of The Landing Project
- **\$380,000** (retire \$160,000) Jackson Street Pier- Owen Sound Agreement
- **\$650,000** (retire \$150,000) for Jackson Street Pier- Mylander Trust
- **\$180,000** (retire \$30,000) for Sandusky Bay Pathway- Wightman Wieber Foundation
- **\$1,250,000** (retire \$600,000) for Pathway Design
- **\$6,000,000 with an additional \$4,000,000** for the Justice Center project

1. ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of notes in an aggregate principal amount not to exceed \$10,000,000, in anticipation of the issuance of bonds, for the purpose of paying costs of the construction, renovation, furnishing and equipping of the City's Justice Center, and declaring an emergency.

2. ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of \$2,270,000 notes, in anticipation of the issuance of bonds, for the purpose of: (1) paying the costs of various improvements for “The Landing” as more further described and approved in Ordinance No. 18-127; (2) paying costs of various improvements to Jackson Street Pier; and (3) paying costs of the construction of and various improvements to the Sandusky Bay Pathway; and declaring an emergency.

ITEM 2 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH STATE THEATRE

Budgetary Information: The City will be responsible for providing \$1M in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$1,000,000.00 through the Economic Development Fund Program to Sandusky State Theatre, Inc. In relation to the property located at 107 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF ARPA GRANT AGREEMENT WITH THE LIBRARY ASSOCIATION OF SANDUSKY

Budgetary Information: The City will be responsible for providing \$250,000 in grant proceeds from the American Rescue Plan Act funds on a reimbursement basis.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$250,000.00 to the Library Association of Sandusky, Ohio, in relation to the property located at 114 W. Adams Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Nicole Grohe, Community Development Program Administrator

PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #6

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. The costs for the demolition and asbestos abatement will be paid with Revolving Loan Funds and/or FY21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #6; directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Nicole Grohe, Community Development Program Administrator

PERMISSION TO BID CDBG FY21 DEMOLITION PROJECT #7

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. The costs for the demolition and asbestos abatement will be paid with Revolving Loan Funds and/or Community Development Block Grant funds from FY 2021. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #7; directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

APPROVAL TO PURCHASE NEW VEHICLES FROM NATIONAL AUTO FLEET GROUP

Budgetary Information: The cost of this purchase is \$342,055.91. This purchase will be funded by the Capital Improvement Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase nine (9) vehicles from National Auto Fleet Group of Watsonville, California, through the Sourcewell Cooperative Purchasing Program for various city departments and divisions; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Submitted by Jared Oliver, Police Chief

APPROVAL TO ACCEPT AND EXPEND GRANT FUNDS FOR BODY WORN CAMERAS FROM AXON

Budgetary Information: The total cost for the five (5) body worn cameras is \$11,759.97 and will initially be paid with funds from the Police Department’s operating budget. Subsequent to payment, the City will be reimbursed for the cost of the body worn cameras in the amount of \$11,759.94.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$11,759.97 from the Ohio Department of Public Safety, Office of Criminal Justice Services (OCJS) through the 2023 Body Worn Camera Grant Program; authorizing the City Manager to

execute any grant agreements; and authorizing and directing the City Manager to expend funds to Axon Enterprise, Inc. of Scottsdale, Arizona, for the purchase of five (5) body worn cameras for the Police Department; 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” 



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5885

www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: July 31, 2023

RE: City Commission Agenda Item – Land Bank Sale of Property –
Side Lot Expansion – 1716 Sadler St – Parcel #57-02378.000

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1716 Sadler Street, further identified by the Auditor as Erie County Parcel No. 57-02378.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on 11/13/2012, pursuant to Resolution 031-12R. The City received a Sheriff's Deed for the parcel on 9/20/2013 following tax foreclosure proceedings. The vacant parcel #57-02378.000, is currently zoned R2F "Two- Family Residential". The lot size is approximately 34' x 132' and contiguous with the property owned by K & M Property Holding, LLC dba North Coast Street Customs, LLC.

Sinclair DeMarco, sole owner of K & M Property Holding, LLC and North Coast Street Customs, LLC, located at 1728 Sadler Street has requested ownership of the non-productive lot at 1716 Sadler Street for side lot expansion. Since the business is expanding due to increased demand, Ms. DeMarco is in need for additional customer parking and possible future expansion. The intent is to clear the entire property, opening it up at her property line and border the property with new wrought iron fencing. A lot combination with her existing property will be studied and pursued if recommended. The Land Bank Committee approved this request at their scheduled meeting on July 17, 2023.

North Coast Street Customs, LLC is a known leader in the field of classic car repair and restoration, while providing repair services on newer vehicles as well. The facility is equipped with multiple overhead drive-in doors, repair stations, storage areas, and a full-service paint room. The demand for these services continues to increase, requiring additional staff be hired in 2023.

K & M Property Holding, LLC recently purchased the building in January, 2023. North Coast Street Customs, LLC has successfully operated out of this location since 2021, giving the building new life after sitting vacant for many years. This is the only Land Acquisition Request received on the parcel.

The purchase price of this property is \$200.00, which is not less than the fair market value as determined by the City of Sandusky's Land Bank Committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code, plus all expenses included but not limited to the property transfer, combination survey, deed preparation

and recording fees. The City requests that demolition of the garage on the property be completed within 6 months of the transfer – which may be extended at the discretion of the City Manager.

The City of Sandusky has been maintaining this property for almost 10 years. The sale of the parcel to K & M Property Holding, LLC will relieve the City of maintenance expenses, as well as put the property back into tax producing status.

BUDGET IMPACT: The purchase price of this property is \$200.00 plus all expenses included but not limited to the property transfer, combination survey, deed preparation and recording fees for a total estimated cost of one thousand three hundred fifty-three dollars and fifty cents (\$1,353.50). Payment in full must be made within 30 days of City Commission approval. Any costs and expenses associated with this property and purchase & sale agreement will be recouped by the City from the sale.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with K & M Property Holding, LLC to sell the property no longer needed for any municipal purpose located at 1716 Sadler Street, and further identified by the Auditor as Erie County Parcel No. 57-02378.000 for the estimated purchase price of one thousand three hundred fifty three dollars and fifty cents (\$1,353.50). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Colleen Gilson,
Interim Community Development Director/
Interim Assistant City Manager

John Orzech,
Interim City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-02378.000, AND LOCATED AT 1716 SADLER STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1716 Sadler Street, Parcel No. 57-02378.000, by Resolution No. 031-12R, passed on November 13, 2012, and the City received a Sheriff's Deed for the property on September 20, 2013, through tax foreclosure proceedings, which property is more specifically described in Exhibit "A", and is currently no longer needed for any municipal purpose; and

WHEREAS, Sinclair DeMarco is the sole owner of K & M Property Holding LLC, and North Coast Street Customs, LLC, located at 1728 Sadler Street and has requested to acquire the adjoining vacant property at 1716 Sadler Street for additional parking and possible future expansion; and

WHEREAS, K & M Property Holding LLC, d.b.a. North Coast Street Customs, LLC, desires to purchase Parcel No. 57-02378.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on July 17, 2023, and approved the acquisition and sale of the property to K & M Property Holding LLC, d.b.a. North Coast Street Customs, LLC, for the purchase price of \$200.00 which is not less than fair market value as determined by the City of Sandusky's Land Bank Committee, in accordance with Chapter 5722 of the Ohio Revised Code, plus all expenses for the transfer, combination, deed preparation and recording fees for a total estimated cost of \$1,353.50; and

WHEREAS, the City will recoup the costs associated with the acquisition and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within thirty (30) days as is usual and customary in the sale of real estate; and

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

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-02378.000, located at 1716 Sadler Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 14, 2023

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and K & M Property Holding, LLC dba North Coast Street Customs, LLC 1728 Sadler Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 1716 Sadler Street, Erie County Parcel Number 57-02378.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1728 Sadler Street, Erie County Parcel Number 57-04882.000, Sandusky, Ohio.

2. The purchase price of this property is \$200.00, which is not less than the fair market value as determined by the City of Sandusky's Land Bank Committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code, plus all expenses included but not limited to the property transfer, combination survey, deed preparation and recording fees for an estimated total cost of one thousand three hundred fifty three dollars and fifty cents (\$1,353.50). Purchaser shall pay the balance in full by credit card (processing fee applies), certified check or cashier's check made payable to Seller or cash upon the signing of this agreement.

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

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

b) A lot combination for the above described premises shall be studied and pursued if recommended with and subordinate to the adjoining building lot located at 1728 Sadler Street, Erie County Parcel Number 57-04882.000 to form one parcel of real property. Under no circumstances shall the above described property be conveyed separate and apart from Erie County Parcel Number 57-04882.000.

c) The City requests that demolition of the garage on the property be completed within 6 months of the transfer – which may be extended at the discretion of the City Manager.

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

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

5. Seller shall not furnish a title insurance policy.

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

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

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

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

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

11. In the event that the Purchaser breaches this Agreement by not closing this transaction no later than 30 days of City Commission approval, Seller may sell the Property to another interested party, or may retain the Property for devotion to public use.

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

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

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

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Sinclair DeMarco, Sole Owner
K & M Property Holding, LLC.

State of Ohio)

) SS:

County of Erie)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Sinclair DeMarco, and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

John Orzech,
Interim City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

Law Director
City of Sandusky

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Eight (8) on Sadler Street in Whitworth's Addition as per plat recorded in Volume 3 of Plats, Page 21, Erie County, Ohio Records.

Property Address: 1716 Sadler Street, Sandusky, Ohio 44870

Tax ID No.: 57-02378.000

Tax Mailing Address: 240 Columbus Ave., Sandusky, Ohio 44870

EXHIBIT "A"



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: July 26, 2023

RE: City Commission Agenda Item – Land Bank Sale of Property –
New Construction – Third Street - Parcel Nos. 57-01166.000 & 57-04871.000

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for two (2) parcels of land currently in the City of Sandusky's Land Reutilization Program, that are no longer needed for any municipal purpose located at Lots 474 and 475 on Third Street and further identified by the Auditor as Erie County Parcel Nos. 57-01166.000 & 57-04871.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcels on 3/11/2013, pursuant to Resolution 010-13R. The City received a Sheriff's Deeds for each parcel in 2015 through foreclosure for delinquent real estate taxes. Ericka Minter and Jessica Coontz have requested to purchase these vacant nonproductive lots to construct a single family home on the land that will be owner occupied. Each lot size is approximately 40' x 135' and zoned R1-40 "Single Family Residential". Ericka Minter and Jessica Coontz will construct a three (3) bedroom, one and a half (1 ½) bathroom single-family residential structure on the parcel that will be owner occupied. The family consists of two adults and two children. The Land Bank Committee approved the application at their scheduled meeting on July 17, 2023.

The sale price for both parcels is three thousand dollars (\$3,000.00) plus closing costs, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. All costs associated with the acquisition and disposition of this property shall be recouped through the sale of the property. If any proceeds remain, they shall be returned to the taxing districts, also required by ORC 5722.08 and the taxing district will begin collecting real estate taxes of approximately three hundred seventy dollars (\$370.00) per year for both parcels, which will increase significantly once the property is developed.

The sale of these parcels will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will these vacant non-productive parcels be put back into tax producing status, but also the new residential construction will provide increased revenue for the taxing districts. Additionally, the City will be relieved of maintaining these parcels upon transfer, which is approximately \$250.00 each time the property is cut.

BUDGET IMPACT: There will be no budget impact and the City will recoup all expenses associated with the acquisition and disposition of the parcels.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Ericka Minter and Jessica Coontz to sell the property no longer needed for any municipal purpose located on Third Street, and further identified by the Auditor as Erie County Parcel Nos. 57-01166.000 & 57-04871.000 for the purchase price of three thousand dollars (\$3,000.00). It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing and commence construction.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Colleen Gilson,
Interim Community Development Director/
Interim Assistant City Manager

John Orzech,
Interim City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NOS. 57-01166.000 (LOT 474) AND 57-04871.000 (LOT 475), LOCATED ON THIRD STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission authorized the acquisition of the property located at Lots 474 and 475 on Second Street, Parcel Nos. 57-01166.000 and 57-04871.000, by Resolution No. 010-13R passed on March 11, 2013, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Ericka Minter and Jessica Coontz have requested to acquire these vacant nonproductive lots to construct a single-family home with three (3) bedrooms and one and one-half (1 ½) bathrooms for the purpose of owner occupancy; and

WHEREAS, the Land Bank Committee met on July 17, 2023, and approved the acquisition and sale of this property to Ericka Minter and Jessica Coontz at the purchase price of \$3,000.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

WHEREAS, the City will recoup the costs and expenses associated with the acquisition and disposition of the parcels from the sale proceeds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel Nos. 57-01166.000 (Lot 474) and 57-04871.000 (Lot 475), located on Third Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 14, 2023

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2023, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Ericka Minter and Jessica Coontz, 1024 Warren Street, Sandusky, Ohio 44870 hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agrees to purchase from the Seller, two unimproved parcels of real property located at Lots 474 and 475 Third Street, Sandusky, Ohio, and identified as Erie County Parcel Nos. 57-01166.000 and 57-04871.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located on Third Street, Sandusky, Ohio, shall be three thousand dollars (\$3,000.00) plus closing costs, which is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures.
3. Seller shall furnish to Purchasers quit claim deed conveying to Purchasers all of the Seller's interest in the Properties. The Properties shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchasers shall construct one (1) single-family residential dwelling on the combined parcels in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which will be occupied by the owner. Completion of construction shall occur within twelve (12) months from the date Purchasers acquire title. If the Purchasers fails to complete construction within twelve (12) months from the date Purchasers acquire title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchasers prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than September 30, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto;

provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
7. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
8. The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchasers.
 - e) Any tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.
9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before September 30, 2023, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

PURCHASERS:

Ericka Minter

Jessica Coontz

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared Ericka Minter and Jessica Coontz and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

EXHIBIT A

Parcel #1

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot #475 on Third Street in The Sandusky Business Men's Association Lockwood Subdivision in the City of Sandusky, as per plat recorded in Volume 6 of Plats, Pages 37 and 38, Erie County, Ohio Records.

Property Address: Third Street, Sandusky, Ohio 44870
Tax ID No.: 57-04871.000

Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870

Parcel #2

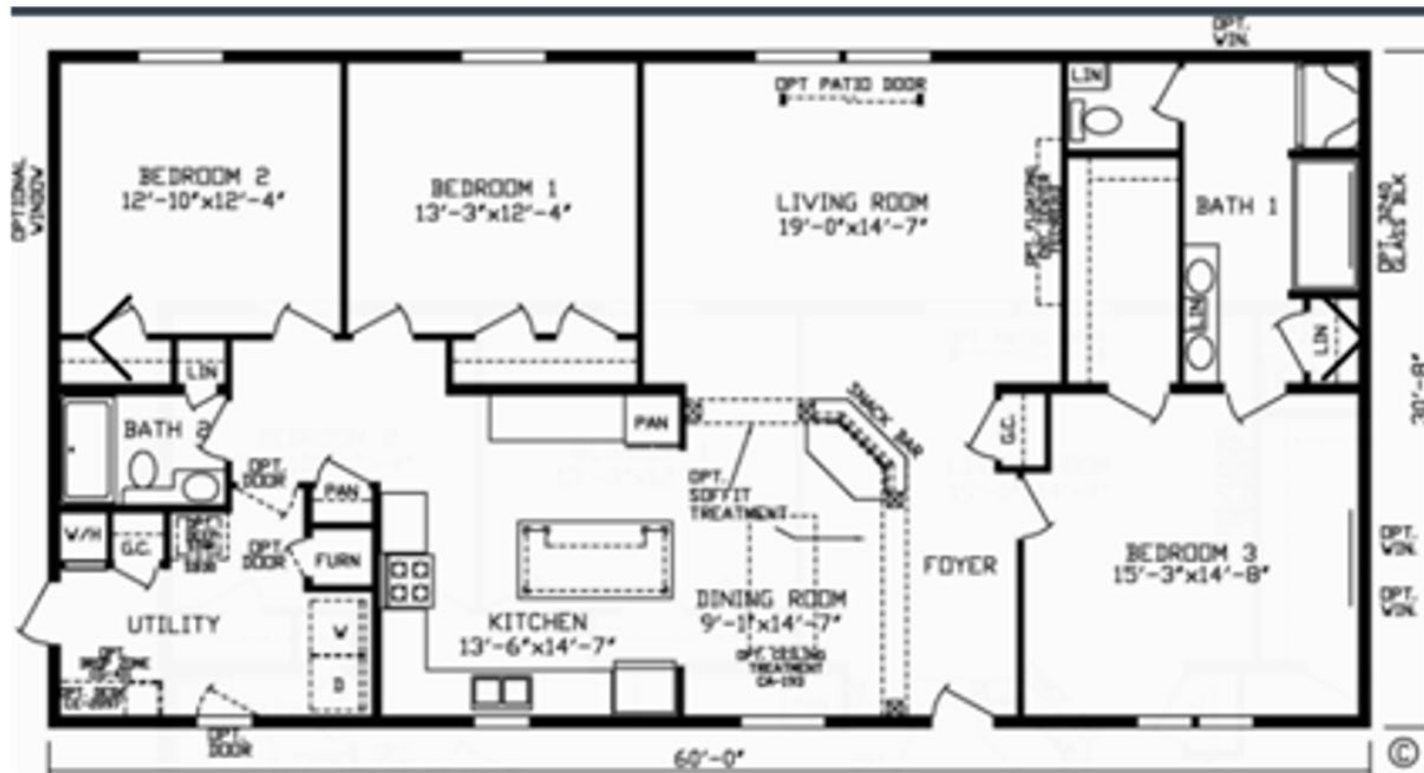
Situated in the City of Sandusky, County of Erie and State of Ohio: And known as being Lot Four Hundred and Seventy Four (474) Third Street in the Sandusky Business Mens Association Subdivision of Out Lots 27, 28, 29 and 30 East of Sycamore Line on Third Street, City of Sandusky, County of Erie, State of Ohio.

Property Address: Third Street, Sandusky, Ohio 44870
Tax ID No.: 57-01166.000

Tax Mailing Address: 240 Columbus Avenue, Sandusky, Ohio 44870

Design plan for Ericka Minter
1942 & 1944 Third Street
Lot Combination
10' total setbacks
Leave 10' extra on the 1944 side

1942 Third





FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: John Orzech, Interim City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 2, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of up to \$2,270,000 in Various Purpose Improvement Notes and \$10,000,000 for the Justice Center Project.

BUDGETARY INFORMATION:

This various purpose note sale includes renewal of the 2022 Series Various Purpose Notes of \$4,135,000 that will mature on September 22, 2023 and the \$6,000,000 2022 Justice Center note, that matures on September 7, 2023. We will retire \$1,865,000 of the 2022 various purpose Note Issuance and add an additional \$4,000,000 to the Justice Center note:

- **\$200,000** (retire \$200,000) for Bay Front Urban Revitalization
- **\$225,000** (retire \$225,000) for the City Hall Relocation Project
- **\$1,250,000** (retire \$500,000) for the design of The Landing Project
- **\$380,000** (retire \$160,000) Jackson Street Pier- Owen Sound Agreement
- **\$650,000** (retire \$150,000) for Jackson Street Pier- Mylander Trust
- **\$180,000** (retire \$30,000) for Sandusky Bay Pathway- Wightman Wieber Foundation
- **\$1,250,000** (retire \$600,000) for Pathway Design
- **\$6,000,000 with an additional \$4,000,000** for the Justice Center project

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinances in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes prior to the maturity of the current Justice Center notes on September 7, 2023.

The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the Ordinances.

I concur with this recommendation:

John Orzech
Interim City Manager

Michelle Reeder
Finance Director

CC: John Orzech, Interim City Manager, Justin Harris, Interim Law Director


FISCAL OFFICER'S CERTIFICATE
(Sandusky Justice Center)

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$10,000,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of paying costs of construction, renovation, furnishing and equipping of the City's Justice Center (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.
3. The maximum maturity of (i) \$6,000,000 of the Notes is December 13, 2042, which is 20 years from December 13, 2022, the date of issuance of the original Notes issued for this purpose, and (ii) \$4,000,000 of the Notes is 240 months from their date of issuance.

Dated: August 8, 2023



Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF THE CONSTRUCTION, RENOVATION, FURNISHING AND EQUIPPING OF THE CITY'S JUSTICE CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 22-229, passed on November 14, 2022, the City issued \$6,000,000 of notes (the Outstanding Notes) in anticipation of the issuance of bonds for the purpose stated in Section 1, which Outstanding Notes mature on September 7, 2023; and

WHEREAS, this City Commission finds and determines that the City should retire the Outstanding Notes with \$6,000,000 of the proceeds of the Notes described in Section 3, along with other funds available to the City, and provide an additional \$4,000,000 for the purpose stated in Section 1; and

WHEREAS, the Finance Director, as fiscal officer of the City, has certified to this City Commission that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds is thirty years, and the maximum maturity of (i) \$6,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 13, 2042, and (ii) \$4,000,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes at the earliest possible date, which is necessary to enable the City to (i) timely retire the Outstanding Notes and thereby preserve its credit, and (ii) provide funds to meet its obligations in connection with the improvements for the new Justice Center, which is urgently required for the safety and welfare of the City and its citizens, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount not to exceed \$10,000,000 (the Bonds) for the purpose of paying costs of construction, renovation, furnishing and equipping of the City's Justice Center.

Section 2. The Bonds shall be dated approximately September 1, 2024, shall bear interest at the now estimated rate of 6.5% per year, payable on June 1 and December 1 of each year, commencing December 1, 2024, until the principal amount is paid, and are estimated to mature in thirty annual principal installments such that the total principal and interest payments in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The first principal installment is estimated to be made on December 1, 2025.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount not to exceed \$10,000,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds to retire, together with other funds available to the City, the Outstanding Notes and to provide additional money for the purpose stated in Section 1. The Notes shall bear interest at a rate not exceeding 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day

months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the

Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax list and duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation or treatment, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes

or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director, which such fees shall not exceed \$15,000. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds,

enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director, which such fee shall not exceed \$10,000. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Finance Director is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have

been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 14, 2023

FISCAL OFFICER'S CERTIFICATE

To the City Commission of the
City of Sandusky, Ohio:


As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of \$2,270,000 notes (the Notes) to be issued in anticipation of the issuance of bonds (the Bonds) for the purpose of: (1) paying the costs of various improvements for "the Landing" as more further described and approved in Ordinance No. 18-127; (2) paying costs of various improvements to Jackson Street Pier; and (3) paying costs of the construction of and various improvements to the Sandusky Bay Pathway (collectively, the improvement), that:

1. The estimated life or period of usefulness of each improvement is at least five years. For internal accounting purposes of the City, the allocation of that principal amount among those Projects is as set forth in the attached table.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code and based on the fiscal officer's certificates previously signed with respect to each of these Projects, is as set forth in the attached table. To the extent that notes in anticipation of the Bonds will have been outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years has been deducted and taken into account in setting forth the estimated maximum maturities of the Bonds with respect to each of those Projects as set forth in the attached table.

3. The maximum maturity of the Notes with respect to each of these Projects is as set forth in the attached table, which maximum maturity in each instance is based on the date of the original note issued for such Project.

Dated: August 8, 2023



Finance Director
City of Sandusky, Ohio

City of Sandusky, Ohio
Various Purpose Improvement Notes, Series 2023

Date of Original Issue	Purpose	Amount of Original Issue	2023 Principal Amount	Maximum Bond Maturity	Original Maximum Bond Maturity	Maximum Note Maturity
10/03/2018	"The Landing" Improvements	\$2,000,000	\$750,000	19 years	20 years	October 3, 2038
10/01/2020	Jackson Street Pier	\$2,130,000	\$720,000	25 years	25 years	October 1, 2040
10/01/2020	Pathway	\$2,140,000	\$800,000	20 years	20 years	October 1, 2040

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF \$2,270,000 NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF: (1) PAYING THE COSTS OF VARIOUS IMPROVEMENTS FOR “THE LANDING” AS MORE FURTHER DESCRIBED AND APPROVED IN ORDINANCE NO. 18-127; (2) PAYING COSTS OF VARIOUS IMPROVEMENTS TO JACKSON STREET PIER; AND (3) PAYING COSTS OF THE CONSTRUCTION OF AND VARIOUS IMPROVEMENTS TO THE SANDUSKY BAY PATHWAY; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 22-169 passed August 22, 2022, notes in anticipation of the issuance of bonds were issued to pay costs of, *inter alia*, the following improvements:

(i) \$1,250,000 principal amount of notes were issued for the purpose of purpose of paying the costs of various improvements for “the Landing” as more further described and approved in Ordinance No. 18-127 (Project No. 1); and

(ii) \$1,030,000 principal amount of notes were issued for the purpose of paying costs of various improvements to Jackson Street Pier (Project No. 2); and

(iii) \$1,430,000 principal amount of notes were issued for the purpose of paying costs of the construction of and various improvements to the Sandusky Bay Pathway (Project No. 3); and

(iv) \$200,000 principal amount of notes were issued for the purpose of revitalizing the Bayfront Urban Revitalization Area by acquiring, clearing and improving certain properties in that Area, undertaking the environmental clean-up and remediation of certain properties in that Area, constructing road improvements and related utility and infrastructure improvements in that Area, and otherwise improving that Area (Project No. 4), in accordance with the Urban Renewal Plan, the Act, the Grant (as such terms are defined in Ordinance No. 09-073 passed on September 14, 2009) and Section 2o of Article VIII of the Ohio Constitution; and

(v) \$225,000 principal amount of notes were issued for the purpose of paying costs associated with the relocation of City Hall, including, but not limited to, those projects approved by Ordinance numbers 18-119, 18-128 and 18-129 and Resolution Number 025-18R (Project No. 5); and

WHEREAS, the notes issued in the anticipation of bonds for Project No. 1, Project No. 2, Project No. 3, Project No. 4 and Project No. 5 were issued as part of a consolidated issue, dated September 22, 2022 and maturing on September 22, 2023, in the aggregate principal amount of \$4,135,000, pursuant to Section 133.30(B) of the Revised Code (that consolidated issue hereinafter referred to as the “Outstanding Notes”); and

WHEREAS, this City Commission finds and determines that the City should retire \$1,865,000 aggregate principal amount of the Outstanding Notes with funds available to the City, for internal accounting purposes attributed to each project as follows: Project No. 1, \$500,000; Project No. 2, \$310,000; Project No. 3, \$630,000; Project No. 4 in full, \$200,000, and Project No. 5 in full, \$225,000; and

WHEREAS, this City Commission finds and determines that the City should retire the remaining outstanding principal amount of the Outstanding Notes with the proceeds of the Notes described in Section 3 and that for internal accounting purposes the principal amount of each Project to be funded as part of the Notes described in Section 3 is allocated as follows; and

<u>Project No.</u>	<u>Principal Amount</u>
1 (“The Landing” Improvements)	\$750,000
2 (Jackson Street Pier)	720,000
3 (Pathway)	800,000

WHEREAS, the Director of Finance, as fiscal officer of this City, has certified to this City Commission that the estimated life or period of usefulness of each of Projects 1 through 3 is at least five years, and that the estimated maximum maturity of the bonds for each Project and the maximum maturity of the notes for each Project, to be issued in anticipation of the bonds, are as follows; and

<u>Project No.</u>	<u>Maximum Maturity of Bonds - years</u>	<u>Maximum Maturity of Notes</u>
1 ("The Landing" Improvements)	19	October 3, 2038
2 (Jackson Street Pier)	25	October 1, 2040
3 (Pathway)	20	October 1, 2040

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Notes in order to enable the City to timely retire the Outstanding Notes and thereby preserve its credit, and by reason thereof, this ordinance shall take effect forthwith upon its passage, NOW, THEREFORE,

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

Section 1. It is necessary to issue bonds of this City in the aggregate principal amount of \$2,270,000 (the Bonds) for the purpose of Project No. 1, Project No. 2 and Project No. 3.

Section 2. The Bonds shall be dated approximately September 1, 2024, shall bear interest at the now estimated rate of 6.5% per year, payable on June 1 and December 1 of each year, commencing December 1, 2024, until the principal amount is paid, and are estimated to mature in twenty-five annual principal installments each of which installment represents the aggregate of all principal payments for that year as if a separate issue of bonds were issued for each Project with the following number of principal installments for each Project, with principal installments on each separate issue being in such amounts that the total principal and interest payments on that issue in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year:

<u>Project No.</u>	<u>Number of Principal Installments</u>
1 ("The Landing" Improvements)	19
2 (Jackson Street Pier)	25
3 (Pathway)	20

The first principal installment is estimated to be made on December 1, 2024.

Section 3. It is necessary to issue and this City Commission determines that notes in the aggregate principal amount of \$2,270,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the City, the Outstanding Notes (as defined in the preambles hereto). The Notes shall bear interest at a rate not exceeding 6.0% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate of interest on the Notes shall be determined by the Finance Director in the certificate awarding the Notes in accordance with Section 6 (the Certificate of Award). The Notes shall be dated the date of

issuance and shall mature not earlier than five months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the St. Paul, Minnesota corporate trust office or other designated office of U.S. Bank National Association, or at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and the original purchaser.

Section 5. The Notes shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Finance Director will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Finance Director that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer’s determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Section 3, establish the interest rate or rates to be borne by the Notes and their maturity, sign the Certificate of Award referred to in Section 3 evidencing that sale, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Ex-

Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Finance Director is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Notes are being issued. Any portion of the proceeds from the sale of the Notes representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued in the indicated installments without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for

federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director,

which such fees shall not exceed \$15,000. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 12. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Notes and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director, which such fee shall not exceed \$10,000. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. If, in the judgment of the Finance Director, the filing of an application for a rating on the Notes by one or more nationally recognized rating agencies is in the best interest of and financially advantageous to this City, the Finance Director is authorized to prepare and submit such application, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating, from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Finance Director is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 14. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance to the County Auditor.

Section 15. This City Commission determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 14, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Colleen Gilson, Director of Community Development

Date: August 2, 2023

Subject: Commission Agenda Item – Economic Development Grant – Sandusky State Theatre, Inc

ITEM FOR CONSIDERATION: Legislation approving a Grant Agreement with Sandusky State Theatre, Inc for the purposes of furthering economic development and commercial revitalization efforts in the City.

BACKGROUND INFORMATION: Since 1928, the Sandusky State Theatre has been providing residents and visitors with the opportunity to experience the power of the performing arts. The iconic theatre, at the corner of Water Street and Columbus Avenue, is synonymous with Downtown Sandusky.

On June 10, 2020 a storm with winds of over 55 miles per hour swept through the area and in seconds, blew the roof off the building, collapsed the auditorium ceiling, and destroyed the stage and seating areas. While the damage was devastating, the spirit of theatre supporters, staff and the community was not broken. Together, they have imagined and planned for a brighter future for the Theatre. With the support of visionary leaders and generous donors, Theatre restoration and expansion is underway and will soon welcome audiences and performers back with a combination of preserved historic beauty and modern features.

When opened, the Theatre will host all the same kinds of shows audiences enjoyed before. Further, the expansion and renovation will allow Theatre staff to host more Broadway National Tours, large scale concerts in the main auditorium, as well as intimate recitals, jazz concerts, comedy, and other shows in the new second venue.

Total project costs for the restoration and expansion of the Sandusky State Theatre are approximately \$30M. Insurance claim funds are providing approximately \$18M toward the costs. Fundraising, philanthropic support and contributions through a current capital campaign are narrowing the gap of funds necessary to restore the Theatre.

It is the recommendation of staff to support the restoration and expansion efforts underway with \$1M in grant funds to Sandusky State Theatre, Inc. In doing so, the City will support the preservation of a downtown structure; foster economic development and job retention and creation through Theatre operations resuming; and provide for a variety of programs of artistic, educational and social value to the lives of Sandusky residents.

BUDGETARY INFORMATION: The City will be responsible for providing \$1M in grant proceeds from the Economic Development Capital Projects Fund on a reimbursement basis.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Sandusky State Theatre, Inc. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, City Commission Clerk

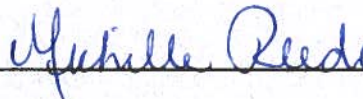
CERTIFICATE OF FUNDS

In the Matter of: Sandusky State Theatre, Inc- Grant

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 # 431-4220-53000

By: _____



Michelle Reeder

Finance Director

Dated: 8/10/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$1,000,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO SANDUSKY STATE THEATRE, INC. IN RELATION TO THE PROPERTY LOCATED AT 107 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since 1928, the Sandusky State Theatre has been providing residents and visitors with the opportunity to experience the power of the performing arts and this iconic Theatre, at the corner of Water Street and Columbus Avenue, is synonymous with Downtown Sandusky; and

WHEREAS, on June 10, 2020, a storm with winds of over 55 miles per hour blew the roof off the Theatre, collapsed the auditorium ceiling, and destroyed the stage and seating areas, and while the damage was devastating, the spirit of Theatre supporters, staff and the community was not broken; and

WHEREAS, with the support of visionary leaders and generous donors, Theatre restoration and expansion is underway and will soon welcome audiences and performers back with a combination of preserved historic beauty and modern features; and

WHEREAS, the total project costs for the restoration and expansion of the Sandusky State Theatre are approximately \$30 Million with some of the costs being paid with insurance claim funds in the amount of \$18 Million and through fundraising, philanthropic support and individual contributions; and

WHEREAS, it is the recommendation of City Staff to support the restoration and expansion efforts underway with \$1 Million in grant funds to Sandusky State Theatre, Inc. to preserve a Downtown structure, foster economic development and job retention and creation through Theatre operations resuming, and provide for a variety of programs of artistic, educational, and social value to the lives of Sandusky residents; and

WHEREAS, the City has determined that this project and the fulfillment generally of this Grant 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 approve the Grant Agreement to ensure the timely completion of the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 Sandusky State Theatre, Inc. for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development and commercial revitalization, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Sandusky State Theatre, Inc. in an amount **not to exceed** One Million and 00/100 Dollars (\$1,000,000.00) from the Economic 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: August 14, 2023

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and the SANDUSKY STATE THEATRE, INC., an Ohio not-for-profit corporation (the "**Corporation**"). The City and the Corporation are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, in accordance with Section 13 of Article VIII of the Ohio Constitution and pursuant to Ordinance No. [____], passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on [____], 2023, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City to grant funds to financially support a portion of the renovation of the Sandusky State Theatre (the "**Project**") at 107 Columbus Avenue, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, said Approval was rendered in order to encourage economic development and employment within the City; and,

WHEREAS, the Corporation is a community-based, non-profit 501(c)(3) corporation that has been operating the Sandusky State Theatre since 1988; and,

WHEREAS, the Project constitutes a historic landmark that enhances the lives of the residents of North-Central Ohio by providing a variety of programs of artistic, educational, and social value; and,

WHEREAS, the Project will improve and rehabilitate a historic structure in downtown Sandusky that has been inoperable for some time due to storm damage; and,

WHEREAS, the Project includes the installation of a new roof, walls, a larger stage, modern amenities, and a better amphitheater at a total renovation cost of approximately Thirty Million Dollars (\$30,000,000); and,

WHEREAS, in accordance with Section 13 of Article VIII of the Ohio Constitution, it is a public interest and a proper public purpose for the City, in order to create jobs, employment opportunities, and to improve the economic welfare of the people of the state of Ohio, to make or guarantee loans or provide moneys for the acquisition, construction, enlargement, improvement, or equipment of property, structures, equipment, and facilities within the State of Ohio that are used for industry and commerce; and,

WHEREAS, the City desires to assist the Project and encourage economic development and employment, and therefore has agreed to provide, in the manner further described in Section 1 hereof, an economic incentive grant to the Corporation for offsetting a portion of the costs of the Project; and,

WHEREAS, the prohibition of the City's loaning of credit under Section 6 of Article VIII of the Ohio Constitution does not extend to non-profit corporations that fulfill public functions; to wit: Sandusky State Theatre, Inc. is a duly registered non-profit corporation doing business in Ohio, and the City deems the operation and maintenance of the Sandusky State Theatre to be a public function, all in accordance with *State ex rel. Pugh v. Sayre*, 90 Ohio St. 215, 107 N.E. 512 (1914) (Article VIII, Section 6 does not prohibit donation of non-tax moneys to nonprofit corporations that fulfilled public functions) and *Leaverton v. Kerns*, 104 Ohio St. 550, 136 N.E. 217 (1922) (public funds may be given to a private, non-profit organization serving public purposes); and,

WHEREAS, the Corporation acknowledges the City's commitment to provide financial assistance through this Grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the Grant's proceeds; and,

WHEREAS, the City has determined this Project and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety, and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Corporation funds in the amount of One Million Dollars (\$1,000,000) (the "**Grant**") for use by the Corporation exclusively to pay a portion of the costs of the Project. The Grant shall be disbursed in two equal lump sums each consisting of Five Hundred Thousand Dollars (\$500,000) (each a "**Lump Sum**", and collectively "**Lump Sums**"). This Grant will not increase if the Corporation chooses to make additional improvements not contemplated in the application submitted to the City for the Project.

The first Lump Sum shall be paid within fourteen (14) days following the full execution of this Agreement by check placed in the U.S. regular mail to the notice address provided hereunder.

The City reserves the right to make adjustments to the grant amount awarded hereunder, pursuant to substantive changes to the Project's scope. Construction must be completed in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Corporation agrees to display a sign noting the City's support during construction and continuing for at least one (1) year upon completion of the Project.

The Corporation shall notify the City promptly following the completion of the Project consistent with this Section and provide any documents reasonably requested by the City that are related to the Project's costs and construction. Upon such receipt, the City will promptly review those documents and inspect the Property; the City will communicate to the Corporation whether the conditions set forth in this section have been satisfied and, if not, describe what is found to be deficient. In order to receive the second and final Lump Sum, the Corporation must complete the Project by December 31, 2024, which date may be extended at the discretion of the City Manager.

The second Lump Sum shall be paid within fourteen (14) days following the confirmation of the satisfactory completion of construction by check placed in the U.S. regular mail to the notice address provided hereunder.

Section 2. Use of Funds. The Corporation will use the Grant to pay for a portion of the costs of completing the Project. The Corporation shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Corporation agrees to meet the terms of this Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

The Parties acknowledge and agree that portions of the construction of the Proposal may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those portions of the Proposal shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Proposal, which wages shall be determined in accordance with the requirements of that Chapter 4115.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Corporation has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII of the Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Furthermore, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission's approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Corporation is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Corporation pursuant to Section 5 demanding strict compliance therewith. If the Corporation fails to take necessary action during the notice period herein to regain and remain in compliance, then the City can immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Corporation is not in compliance with the terms of the Grant, then the City shall provide written notice to the Corporation, addressed to and sent via the notice provisions of Section 7(a) below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Corporation to be out of compliance. The Corporation shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to regain, and remain in, compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Corporation shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, arising from the City's remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice is deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: Director of Community Development

City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, Ohio 44870
Attention: City Manager

(ii) If to the Corporation:

Sandusky State Theatre, Inc.
107 Columbus Avenue
Sandusky, Ohio 44870
Attention: Administrative Office

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications are to be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement are effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement is to be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future

director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement is liable personally under this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement is neither binding upon nor inures to the benefit of the Corporation's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement is not to be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Corporation and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which is to be regarded as an original and all of which constitutes but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity does not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which are to be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof does not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof is deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement is to be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees,

and the Corporation, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Corporation shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Corporation have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

SANDUSKY STATE THEATRE, INC.

By: _____
Chris Parthemore, Executor Director

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, City Manager

Approved as to Form:

By: _____
Sarah S. Chiappone, Assistant Law Director

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2023 under the foregoing Grant have 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 Ohio Revised Code Sections 5705.41 and 5705.44.

Michelle Reeder, Finance Director

Dated: [____], 2023

EXHIBIT "1"

EXHIBIT A

Ordinance Approving Economic Development Grant Agreement

[See Attached.]

EXHIBIT "1"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Colleen Gilson, Interim Assistant City Manager/Interim Community Development Director

Date: July 28, 2023

Subject: Commission Agenda Item – American Rescue Plan Act (ARPA) Grant – The Library Association of Sandusky

ITEM FOR CONSIDERATION: Legislation approving a Grant Agreement with The Library Association of Sandusky for the purpose of facility improvements.

BACKGROUND INFORMATION: Since November 5, 1895, the Library Association of Sandusky has been providing free library service to all residents of Erie County. The 62,000 square foot building at 114 West Adams Street is on the National Register of Historic Places and is one of the earliest Carnegie libraries in the State of Ohio.

In March 2021, the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319] was signed into law, which amended the Social Security Act by adding the provision for Coronavirus Local Fiscal Recovery Funds (ARPA Funds). Subsequently, the City received ARPA Funds to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease.

Recently, the Library has decided to upgrade its facilities. For example, the Library will be upgraded with exterior maintenance, which includes removing the existing roof and installing a new roof. Now, the City desires to respond to the COVID health emergency by providing financial assistance to the Library through the ARPA Funds. Total project cost for the improvements at the facility is approximately \$2.6 Million. A grant from the City of Sandusky using ARPA resources will help reduce the obligations the library has because of the project.

It is the recommendation of staff to support the improvements at the library facility with \$250,000 in ARPA grant funds. In doing so, the City will support the preservation of a downtown structure that is open and free for public use.

BUDGETARY INFORMATION: The City will be responsible for providing \$250,000 in grant proceeds from the American Rescue Plan Act funds on a reimbursement basis.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with the Library Associations of Sandusky. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure timely completion of the project.

I concur with this recommendation:

John Orzech, Interim City Manager

Colleen Gilson, Interim Asst. City Manager and
Interim Community Development Director

cc: Justin Harris, Interim Law Director; Michelle Reeder, Finance Director; Cathy Myers, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: The Library Association- Grant

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 # 240-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/10/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$250,000.00 TO THE LIBRARY ASSOCIATION OF SANDUSKY, OHIO, IN RELATION TO THE PROPERTY LOCATED AT 114 W. ADAMS STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, since November 5, 1895, The Library Association of Sandusky, Ohio, has been providing free library services to all residents of Erie County and the 62,000 square foot building at 114 West Adams Street is on the National Register of Historic Places and is one of the earliest Carnegie libraries in the State of Ohio; and

WHEREAS, in March 2021, the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319] was signed into law, which amended the Social Security Act by adding the provision for Coronavirus Local Fiscal Recovery Funds (ARPA Funds), and the City of Sandusky received ARPA Funds to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease; and

WHEREAS, the Library Association of Sandusky, Ohio has recently decided to upgrade its facilities, which includes exterior maintenance to the roof; and

WHEREAS, the City of Sandusky desires to respond to the Coronavirus health emergency by providing financial assistance to the Library through a grant of ARPA Funds so that the City can support the preservation of a downtown structure that is open and free for public use; and

WHEREAS, the total project cost for the upgrades to the Library Association of Sandusky, Ohio's building is approximately \$2.6 Million; and

WHEREAS, it is the recommendation of City Staff to support the improvements at the library facility with \$250,000.00 in grant funds to The Library Association of Sandusky, Ohio, and the grant will be paid with American Rescue Plan Act (ARPA) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the Grant Agreement to ensure the timely completion of the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 The Library Association of Sandusky, Ohio, for financial assistance for the purpose of supporting the preservation of a downtown structure that is open and free for public use, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to The Library Association of Sandusky, Ohio, in an amount **not to exceed** Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) from the American Rescue Plan Act (ARPA) Funds 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: August 14, 2023

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation (the "**City**"), and THE LIBRARY ASSOCIATION, OF SANDUSKY, OHIO, an Ohio non-profit corporation with a mailing address of 114 West Adams Street, Sandusky, Ohio 44870 (the "**Grantee**"). The City and the Grantee are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, the City is directing the use of federal stimulus it has received and will receive from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods under this Agreement, pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the "**Fund**"); and,

WHEREAS, under the ARPA's Fund methodology, the City was allocated approximately \$18,091,098 (the "**Fund Payment**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that the Fund Payment may only be used by the City to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Criteria**"); and,

WHEREAS, the City seeks to respond to the public health emergency under the Criteria by providing financial assistance to Grantee (the "**Services**"), which all determinations as to the eligible use of funds hereunder are at the sole discretion of the City, pursuant to certain advice it has received from its legal counsel; and,

WHEREAS, The Library Association, of Sandusky, Ohio, has proposed the means of accomplishing such Services at a budgeted cost of approximately Two Million Six Hundred Thousand Dollars and 00/100 (\$2,600,000.00) as set forth in writing (the "**Project Contract**"), attached hereto and incorporated herein as **EXHIBIT A**; and,

WHEREAS, the Parties acknowledge the Grantee's Services under this Agreement are eligible for use by the City of its Fund Payment, to wit: government services, pursuant to 31 CFR 35.6(d) (the "**Eligible Use of Fund Payment**"); and,

WHEREAS, the City, by and through its legal counsel, has reviewed The Library Association, of Sandusky, Ohio's Project Contract in relation to U.S. Treasury guidance

concerning ARPA, the Fund, the Fund Payment, and the Criteria, and has determined the Eligible Use of Fund Payment is an allowable expenditure of the City's federal stimulus allocation; and,

WHEREAS, the City and Grantee desire to enter into this Agreement for the City's provision of Services to Grantee, all in accordance with federal and Ohio law, and the terms and conditions of this Agreement; and,

WHEREAS, pursuant to Ordinance No. [] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on [] (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City to grant funds to financially support the Project Contract; and,

WHEREAS, the Grantee has the requisite personnel, facilities, and equipment available to execute the Project Contract.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Grantee funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Grant**") for use by the Grantee exclusively for the Project Contract. The grant shall be disbursed in one lump sum within [] days of the Effective Date of this Agreement by check placed in the U.S. regular mail to the notice address provided in Section 6 below. This Grant will not increase if the Grantee chooses to make additional improvements not contemplated in the Project Contract. The City reserves the right to make adjustments to the awarded grant amount for substantive changes to the project scope only. 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, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Grantee agrees to display a sign during construction of the Project Contract noting the City's support.

The Grantee shall notify the City promptly following the completion of the Project Contract consistent with this Section and provide the City with any documents it reasonably requests related to Project Contract costs and construction. The City shall then promptly review those documents and inspect the site and let the Grantee know if it has satisfied the conditions set forth in this section and, if not, describe what is found to be deficient.

The term of this Agreement shall commence on the Effective Date and continue through December 31, 2024, unless otherwise terminated earlier as provided below (the "**Term**").

The Grantee has no authority to enter into contracts or agreements on behalf of the City. The City may, at its discretion, provide the Grantee with direction as to the Services provided hereunder, but the Grantee is solely responsible for properly receiving and making use of the Services.

The City and the Grantee agree that they may amend, in writing, from time to time, the Services provided hereunder. The Parties acknowledge and agree the Services to be provided under this Agreement are not in the nature of legal or accounting services.

Section 2. Use of Funds. The Grantee will use the Grant to complete the Project Contract. The Grantee shall use the Grant solely in connection with eligible expenses incurred under the Project Contract. By accepting the Grant herein provided, the Grantee agrees to meet the terms of this Agreement. All improvements must be made in accordance with any approvals for the Project Contract and permits and inspections as may be required by the City.

The Parties acknowledge and agree that portions of the construction of the Project Contract may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those portions of the Project Contract shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Project Contract, which wages shall be determined in accordance with the requirements of that Chapter 4115.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Grantee has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Agreement are to be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission's Approval and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Grantee is not in substantial compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Grantee pursuant to Section 5 demanding substantial compliance therewith. If the Grantee fails to take necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Grantee is not in compliance with the terms of the Grant, then the City shall provide written notice to the Grantee, addressed to and sent via the notice provisions of Section 6 below (the "**Notice of Default**"). The Notice of Default shall state clearly the reason(s) for which the City determines the Grantee to be out of substantial compliance. The Grantee shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager
Attn: Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) If to the Grantee:

Library Association, of Sandusky, Ohio
114 West Adams Street
Sandusky, Ohio 44870
Attention: Fiscal Officer

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications are to be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement are effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement is to be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement is liable personally under this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement is neither binding upon nor inures to the benefit of the Grantee's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement is not to be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Grantee and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which is to be regarded as an original and all of which constitutes but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity does not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which are to be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof does not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof is deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement is to be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Grantee, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Grantee shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the reasonable opinion of the City to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the City and the Grantee have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

THE LIBRARY ASSOCIATION, OF SANDUSKY, OHIO:

By _____
[], []

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, Interim City Manager

Approved as to Form:

By: _____
Justin Harris, Interim Law Director

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Michele Reeder, Finance Director of the City of Sandusky, hereby certify that the moneys required to meet the obligations of the City during the year 2023 under the foregoing Agreement have 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 certification is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Amount - \$250,000.00

Michelle Reeder, Finance Director

Date

EXHIBIT A

Grantee's Project Contract

[See Attached]

EXHIBIT "1"

HBM ARCHITECTS, LLC

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 3

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work shown in Bulletins 1 and 2, as well as scope describe in Forest Historical and Specialty Roofing Estimate dated on 12/09/2022 and price breakdown, undated.

TOTAL CHANGE ORDER \$658,532.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$107,076.00

The Contract Sum prior to this Change Order was \$1,904,629.00

The Contract Sum will be increased by this Change Order in the amount of \$658,532.00

The new Contract Sum including this Change Order will be \$2,563,161.00

The Contract Time will be increased by (156) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects
ARCHITECT

Coon Restoration & Sealants, Inc.
CONTRACTOR

Sandusky Public Library
OWNER

1382 West Ninth Street
ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259
ADDRESS

114 W. Adams St.
ADDRESS

Cleveland, Ohio 44113
CITY, STATE ZIP

Louisville, Ohio 44641
CITY, STATE ZIP

Sandusky, Ohio 44870
CITY, STATE ZIP

BY

BY

BY

DATE

DATE

DATE

CONFORMS TO AIA DOCUMENT G701, 1987 EDITION

HBM ARCHITECTS, LLC CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 4

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work to be done per Greg Frost's Report on 11/09/2022 and Coon's email on 12/13/2022.

TOTAL CHANGE ORDER \$30,905.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$765,608.00

The Contract Sum prior to this Change Order was \$2,563,161.00

The Contract Sum will be increased by this Change Order in the amount of \$30,905.00

The new Contract Sum including this Change Order will be \$2,594,066.00

The Contract Time will be increased by (0) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects
ARCHITECT

Coon Restoration & Sealants, Inc.
CONTRACTOR

Sandusky Public Library
OWNER

1382 West Ninth Street
ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259
ADDRESS

114 W. Adams St.
ADDRESS

Cleveland, Ohio 44113
CITY, STATE ZIP

Louisville, Ohio 44641
CITY, STATE ZIP

Sandusky, Ohio 44870
CITY, STATE ZIP

BY

BY

BY

DATE CONFORMS TO AIA DOCUMENT G701, 1987 EDITION DATE

DATE

HBM ARCHITECTS, LLC

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Sandusky Library Exterior Maintenance Project
114 W. Adams St.
Sandusky, Ohio 44870

TO CONTRACTOR: Coon Restoration & Sealants, Inc.
7349 Ravenna Ave. NE, P.O. Box 259
Louisville, Ohio 44641

CHANGE ORDER NO: 3

DATE: 02.03.2023

PROJECT NO:

CONTRACT DATE: 11.09.21

CONTRACT FOR: Sandusky Library
Maintenance

The Contract is changed as follows:

Add the following to the scope: All work shown in Bulletins 1 and 2, as well as scope describe in Forest Historical and Specialty Roofing Estimate dated on 12/09/2022 and price breakdown, undated.

TOTAL CHANGE ORDER \$658,532.00

Not valid until signed by the Architect, Contractor and Owner.

The original Contract Sum was \$1,797,553.00

Net change by previously authorized Change Orders \$107,076.00

The Contract Sum prior to this Change Order was \$1,904,629.00

The Contract Sum will be increased by this Change Order in the amount of \$658,532.00

The new Contract Sum including this Change Order will be \$2,563,161.00

The Contract Time will be increased by (156) days

The date of Substantial Completion as of the date of this Change Order therefore is 09.30.2023

NOTE: This summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

HBM Architects
ARCHITECT

Coon Restoration & Sealants, Inc.
CONTRACTOR

Sandusky Public Library
OWNER

1382 West Ninth Street
ADDRESS

7349 Ravenna Ave. NE, P.O. Box 259
ADDRESS


114 W. Adams St.
ADDRESS


Cleveland, Ohio 44113
CITY, STATE ZIP

Louisville, Ohio 44641
CITY, STATE ZIP

Sandusky, Ohio 44870
CITY, STATE ZIP

BY 
02.06.23

BY 
2.16.23

BY 
2/24/23

DATE
CONFORMS TO AIA DOCUMENT G701, 1987 EDITION

DATE

DATE



COON RESTORATION & SEALANTS, INC.

7349 Ravenna Avenue NE P.O. • Box 259 • Louisville, Ohio 44641-0259

Office: (330) 875-2100 • Fax: (330) 875-1721

Website: www.coonrestoration.com

Email: info@coonrestoration.com

CHANGE ORDER

DATE: February 1, 2023
TO: HBM
ATTENTION: Kevin Kennedy
PROJECT: Sandusky Library & Follet House

- Roof work per drawings and bulletins
- \$838,855 Forest
- \$31,800 Scaffolding
- \$870,655 *Subtotal*
- \$43,538 Coon Mark up /GC's @ 5%
- \$914,193 *Subtotal*
- -\$268,573 Work Not Performed
- \$645,620 *Subtotal*
- **\$12,912** **Bond @ 2%**
- \$658,532 **TOTAL Change Order Cost**

Thanks
Matt Sibila

ESTIMATE

Prepared For



Sandusky Carnegie Library/ Coon Restoration
(Bulletin 1 and 2)
114 W Adams St.
Sandusky , Ohio 44870
(330) 353-3129

Forest Historcial and Specialty Roofing

3301 E Royalton Rd
Broadview Hts, Ohio 44147
Phone: (440) 567-5452
Email: ttruelson@forest-roofing.com

Estimate # 73
Date 12/09/2022

Description

Cant Strips

Screws/Fasteners/ Rivots

Copper Sheet Metal

Lead flashings where designated

Caulk/Sealants

HT ice and water shield

LudoPro 70 Underlayment

20% tile reserve

Includes 1sq attic stock
Includes freight

200 sq ft roof decking
T&G (assumed width and thickness) - \$23.50 per sq ft

Dormer Hardi Siding Materials
Materials and profiles to match drawings and specs

Dormer Siding Paint and caulk

Drain Caps

Labor (PW rates)

Subtotal	\$838,805.42
<hr/>	
Total	\$838,805.42

Any additional work or materials not specially listed above are subject to additional change order charges of \$110 per man hour plus cost of materials. All change orders to be acknowledged approved by both parties prior to commencement of work.

All equipment for access to roof areas and staging tile for removal and reinstall to be supplied by Coon Restoration

1. Nature of Work. Forest Roofing LLC. ("Forest Roofing") shall furnish the labor and material to perform the Work described herein or in the referenced contract documents. Forest Roofing does not provide design, engineering, consulting or architectural services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Forest Roofing, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Forest Roofing is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Forest Roofing from what is specified. Forest Roofing is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Forest Roofing's roofing Work is installed.

2. Deck. Customer warrants that structures on which Forest Roofing is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Forest Roofing's commencement of roof installation indicates only that Forest Roofing has visually inspected the surface of the roof deck for visible defects. Forest Roofing is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Forest Roofing is not responsible to test or assess moisture content of the deck or substrate. Forest Roofing is not responsible for moisture on the deck or from the interior affecting the roofing materials.

3. Asbestos and Toxic Materials. The Contract Price and this Contract is based on Forest Roofing not coming into contact with asbestos-containing or toxic materials ("ACM"). Forest Roofing is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Forest Roofing shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Forest Roofing from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

4. Payment. Unless stated otherwise on the face of this Proposal/Contract, Customer shall pay the Contract Price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Forest Roofing by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project and any additional charges for changed or extra work completed during the preceding month. All sums not paid when due shall earn interest at the rate of 2% per month. Forest Roofing shall be entitled to recover from Customer all costs of collection incurred by Forest Roofing, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Forest Roofing's entitlement to payment is not dependent upon criteria

promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Forest Roofing when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Forest Roofing, at its discretion, to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period in which Forest Roofing shall perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price to be paid Forest Roofing shall be increased by the amount of Forest Roofing's reasonable costs of shut-down, delay and start-up.

6. Insurance. Forest Roofing shall carry workers' compensation, auto liability and commercial general liability insurance. Forest Roofing will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance sufficient to cover the total value of the entire Project on a replacement cost basis, including labor and materials furnished by Forest Roofing, covering fire, wind storm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed Work until the job is completed and accepted. Moneys owed to Forest Roofing shall not be withheld by reason of any damage or claim against Forest Roofing covered by liability, property or builder's risk insurance.

7. Additional Insured. If Customer requires and Forest Roofing agrees to make Customer or others additional insureds on Forest Roofing's liability insurance policy, Customer and Forest Roofing agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Forest Roofing and is not intended to make Forest Roofing's insurer liable for claims that are due to the fault of the additional insured.

8. Clean-up; Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Forest Roofing shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Forest Roofing harmless from claims of tenants who were not so notified and did not provide protection.

9. Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

10. Damages and Delays/Force Majeure. Forest Roofing is not responsible for damage to Forest Roofing's Work by others, including damage to temporary tie-ins, punctures, cuts and tears in the roof membrane or flashings made by others. Any repairing of the same by Forest Roofing will be charged as an extra on a time and materials basis, and Forest Roofing's time for performance shall be extended for a time sufficient to make such repairs. Forest Roofing shall not be responsible for loss, damage or delay caused by circumstances beyond Forest Roofing's control, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes,

jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment, changes in the Work and delays caused by others. If Forest Roofing is delayed in the commencement or prosecution of the Work for reasons beyond Forest Roofing's control, Forest Roofing shall be granted reasonable additional time and an equitable adjustment in the Contract Price if additional costs are incurred.

11. Roof Projections (new con or add on to project). Forest Roofing will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Forest Roofing. Penetrations not shown on the plans provided to Forest Roofing prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and Forest Roofing shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

12. Changes in the Work; Work Hours. Customer shall be entitled to submit a written request for Forest Roofing to perform extra or changed work not part of Forest Roofing's original Scope of Work and the total Contract Price and time shall be adjusted accordingly. Customer shall not give orders to Forest Roofing for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the Customer's representative was not authorized to order the change. This Proposal/Contract is based upon the performance of all Work during Forest Roofing's regular working hours. Extra charges will be made for overtime and all Work performed other than during Forest Roofing's regular working hours, if required by Customer.

13. Wind Loads or Uplift Pressures. Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Forest Roofing is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Forest Roofing's bid is based solely on manufacturer's printed test results. Forest Roofing itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

14. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

15. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Forest Roofing. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Forest Roofing harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

16. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions beyond the control of Forest Roofing. If there is an increase in these or other products between the date of this Proposal/Contract and the time when the Work is performed, the Contract Price may be increased to reflect the additional cost to Forest Roofing, upon submittal of written documentation and advance notice.

17. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Forest Roofing shall be valid unless previously authorized in writing by Forest Roofing and unless written notice is given to Forest Roofing within three (3)

days of the event, act or omission which is the basis of the backcharge or claim.

18. Roof Top Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where Forest Roofing will be working and that Customer will turn off any such power supplies to avoid an electrocution risk to Forest Roofing's employees. Customer will indemnify Forest Roofing from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury to Forest Roofing personnel or resulting from the presence of concealed electrical conduit and live electrical power. Forest Roofing is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof-located electronic equipment that emits or receives radio frequency waves while Forest Roofing is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Forest Roofing and its personnel harmless from any personal injury claims resulting from a failure by Customer to do so. Forest Roofing is not responsible for the safety of persons on the roof other than its own employees. Customer agrees to and shall indemnify and hold Forest Roofing harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer or its other contractors have allowed or authorized to be on the roof.

19. Conduit and Materials Attached to Deck. Forest Roofing's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Forest Roofing will be installing the new roof. Forest Roofing is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

20. Availability of Site. Forest Roofing shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary for Forest Roofing to perform the roofing work shall be performed by others or treated as an extra. Forest Roofing shall not be required to begin work until underlying areas are ready and acceptable to receive Forest Roofing's Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Forest Roofing to and from the job as a result of the job not being ready for the Work after Forest Roofing has been notified to proceed will be charged as an extra. Customer shall provide to Forest Roofing at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit Forest Roofing to use driveways and paved areas leading to or adjacent to the worksite for Forest Roofing's equipment without liability to Forest Roofing occasioned by such use. Customer shall supply to Forest Roofing at the worksite: water, power, site security, and clear access to work area.

21. Warranty. New roofing and re-roofing work will be warranted by Forest Roofing in accordance with its standard warranty, which is made a part of this Proposal/Contract and incorporated herein by reference. A facsimile of Forest Roofing's standard warranty is attached or, if not, will be furnished upon request. Forest Roofing SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this Proposal/Contract by the Customer signifies its agreement that this warranty shall be and is the exclusive remedy against Forest Roofing. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in

the materials furnished pursuant to this Contract, Customer shall have recourse only against the manufacturer of such material.

22. Existing Conditions. Forest Roofing is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Forest Roofing.

23. Mold. Forest Roofing and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Forest Roofing if Customer believes there are roof leaks. Upon receiving notice, Forest Roofing will make roof repairs in accordance with its standard warranty. Customer is responsible for monitoring any leak areas and for indoor air quality. Forest Roofing is not responsible for mold or indoor air quality. Customer shall hold harmless and indemnify Forest Roofing from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

24. Material References. Forest Roofing is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Oil-canning. Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Forest Roofing. The type of metal roofing or wall panels specified affect the degree of oil-canning. Forest Roofing is not responsible for oil-canning or aesthetics. Oil-canning is not grounds to withhold payment or reject panels of the type specified.

26. Dispute Resolution. If a dispute shall arise between Forest Roofing and Customer with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, Forest Roofing and Customer will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Forest Roofing alleging any breach of this Contract or negligence by Forest Roofing must be initiated no later than two (2) years after Forest Roofing performed the Work covered by this Contract. Collection matters may be processed through litigation or arbitration at the discretion of Forest Roofing.

Tom Truelson

Sandusky Carnegie Library/ Coon Restoration
(Bulletin 1 and 2)



FOREST HISTORICAL & SPECIALTY ROOFING
CLEVELAND, OHIO

114 W. Adams St.
Sandusky, Ohio 44870

Price Breakdown

1. Labor (Prevailing Wage Rates)
 - a. Roofer/Forman – 1400 man hours
 - b. Journeyman/Apprentice – 2800 man hours

Total labor cost: \$402,350.00

Project Manager Cost: \$36,676.00

Total Cost of onsite man labor: \$439,026.00

2. Materials/equipment
Includes attic stock, wood allowance, copper sheets and all copper accessories, underlayment, temp dry in materials, sealants, etc.
Equipment includes safety equipment/ set up, job site security for pedestrians, deliveries to roof, disposal/porta potty and Lull/telehandler on site as needed

Total Materials and Equipment: \$275,324.00

Total Projected Project Cost: \$714,350.00

Total Contract Price: \$838,855.00

Total Projected Project Profit: \$124,505.00 (15% GP)

The Drawings and Project Manual dated September 7, 2021 are modified or changed to the extent stated herein.

THIS DOCUMENT IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Drawings, Specifications, and / or Documents issued with this Bulletin shall be incorporated and become part of the Contract Documents ONLY when a Change Order or a Construction Change Directive is accepted by the Owner. If this modification to the Contract Documents does not affect the Contract Sum and / or Contract Time it shall be incorporated and become part of the Contract Documents immediately.

Drawings

- A. Add Sheet A3.01 in its entirety
- B. Add Sheet A3.02 in its entirety.

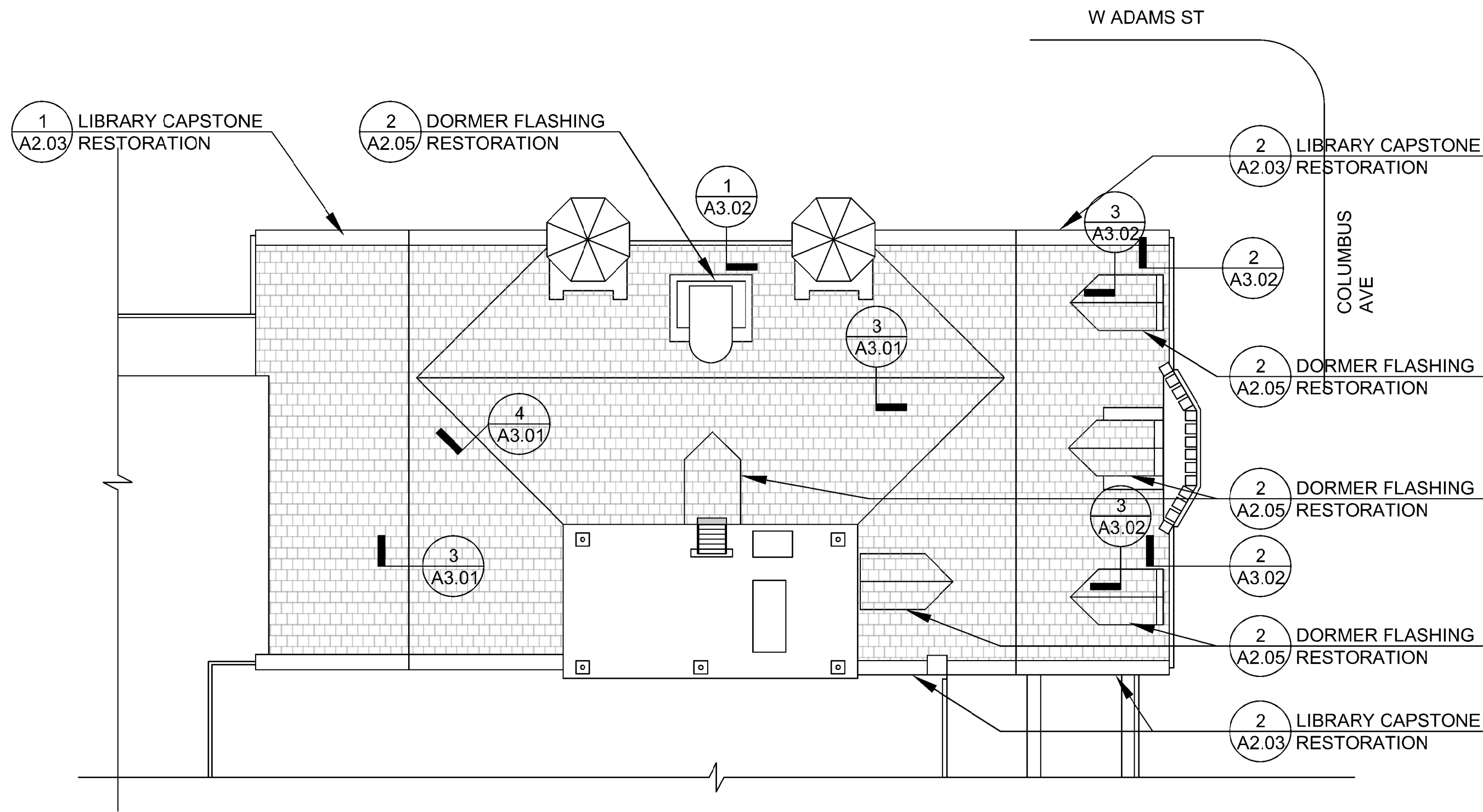
Specifications

- C. Add Section 073213 Clay Roof Tiles in its entirety.

Attachments:

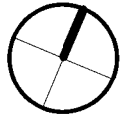
Drawings: A3.01, A3.02
Specification Section: 073213 Clay Roof Tiles

End of Bulletin No. 1

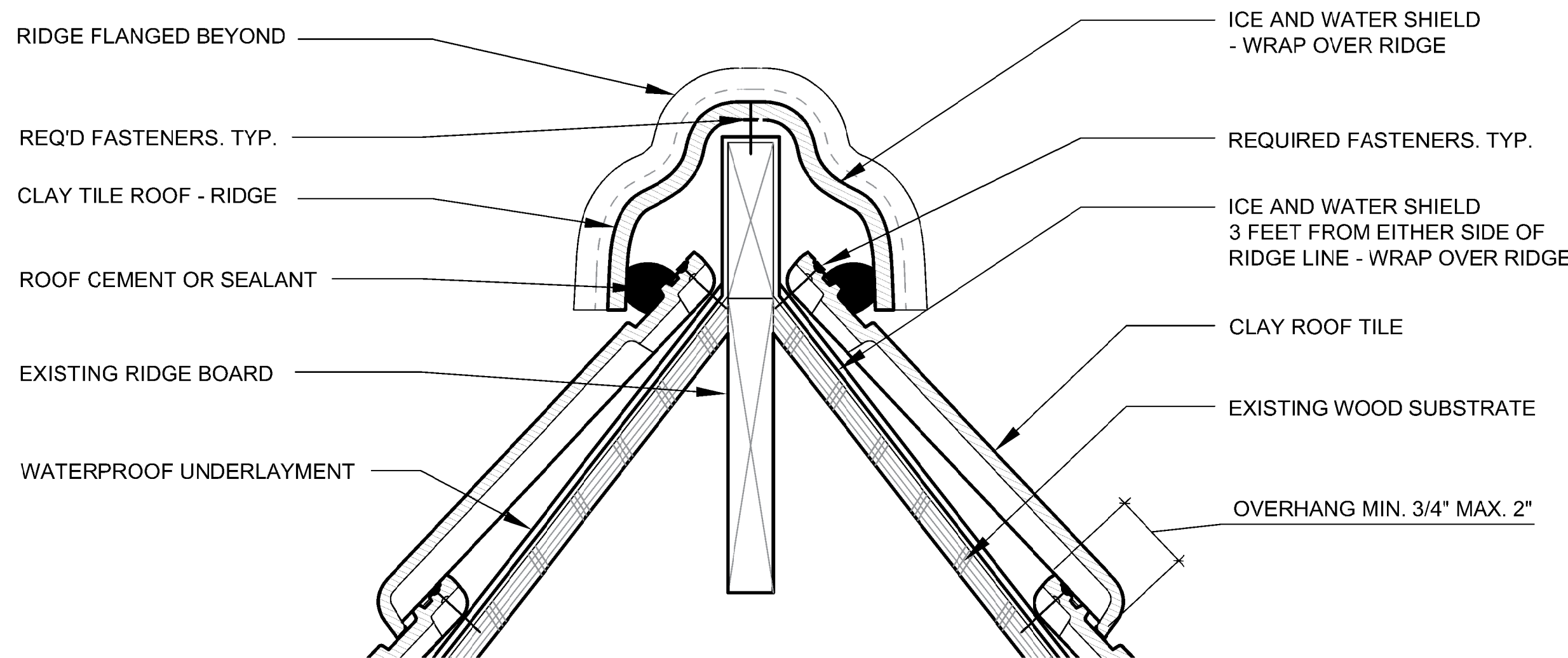


AREA OF SANDUSKY LIBRARY TO BE REROOFED.
REMOVE EXISTING CLAY ROOF TILES AND EXISTING FELT UNDERLAYMENT. INSPECT AND REPAIR ANY DAMAGED ROOF SUBSTRATE.
REMOVE ALL METAL EDGE, PERIMETER AND VALLEY FLASHING. INSTALL NEW WATERPROOF UNDERLAYME AND SHEET METAL FLASHING.
REINSTALL EXISTING CLAY ROOF TILES.

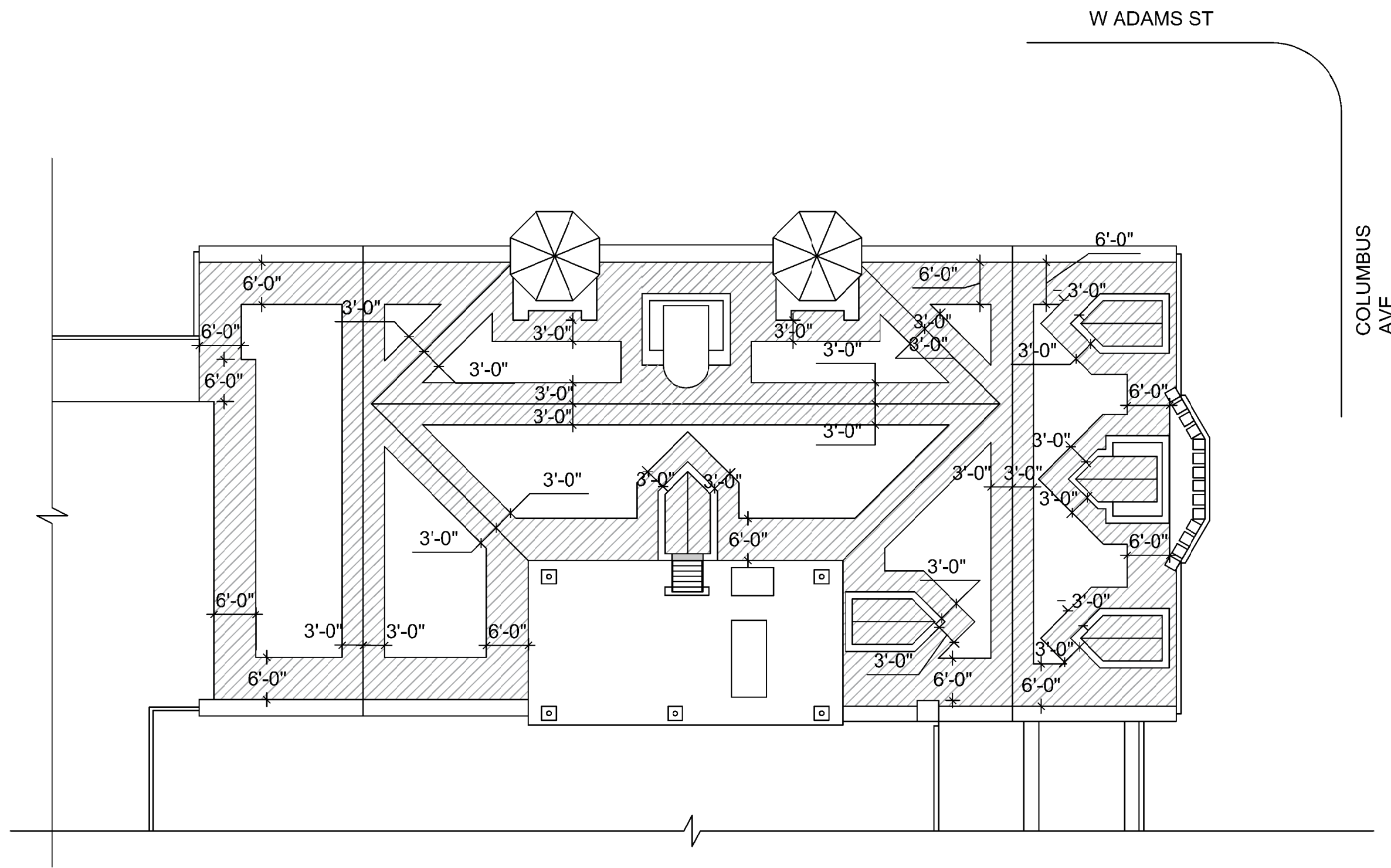
NORTH



1 ROOF PLAN
A3.01 SCALE: 1/16" = 1'-0"

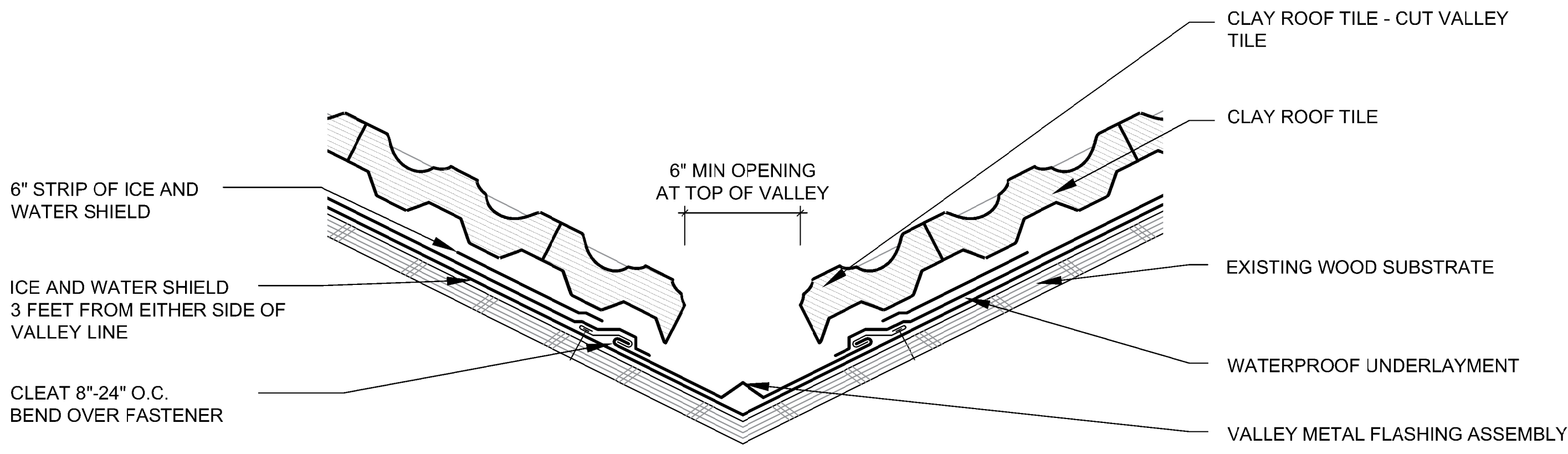


3 SECTION: TYPICAL RIDGE DETAIL
A3.01 SCALE: 3" = 1'-0"



AREAS OF ICE AND WATER SHIELD
6' FROM ALL EDGES, 3' BOTH DIRECTIONS ON RIDGES AND VALLEYS. INSTALL ICE AND WATER SHIELD UNDER NEW
WATERPROOF UNDERLAYMENT

2 ICE AND WATER SHIELD PLAN
A3.01 SCALE: 1/16" = 1'-0"



4 SECTION: TYPICAL VALLEY DETAIL
A3.01 SCALE: 3" = 1'-0"

AN EXTERIOR
MAINTENANCE PROJECT FOR
SANDUSKY LIBRARY
114 W ADAMS STREET
SANDUSKY, OHIO 44870

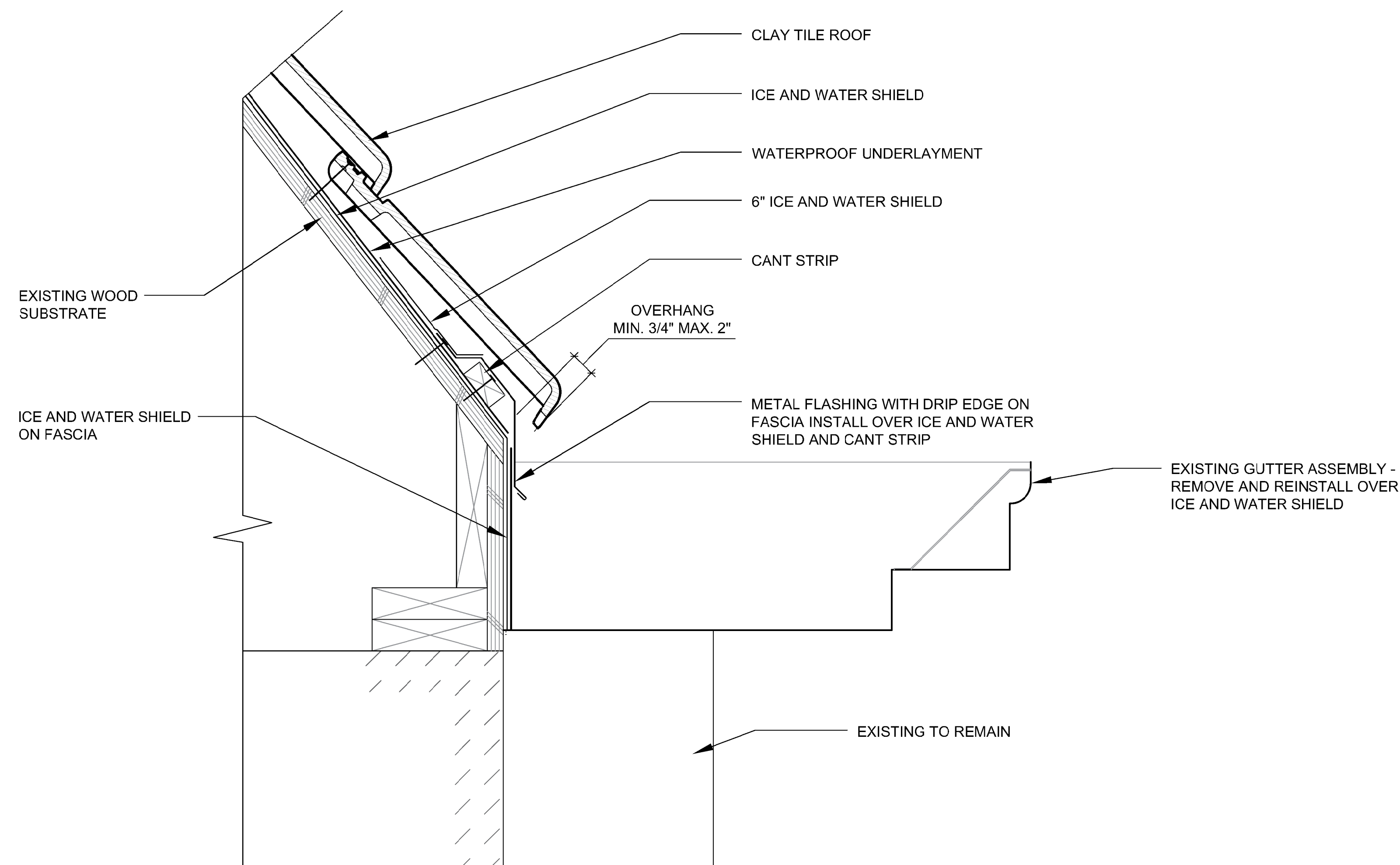
DATE:
NOVEMBER 28, 2022

PROJECT NO:
21007

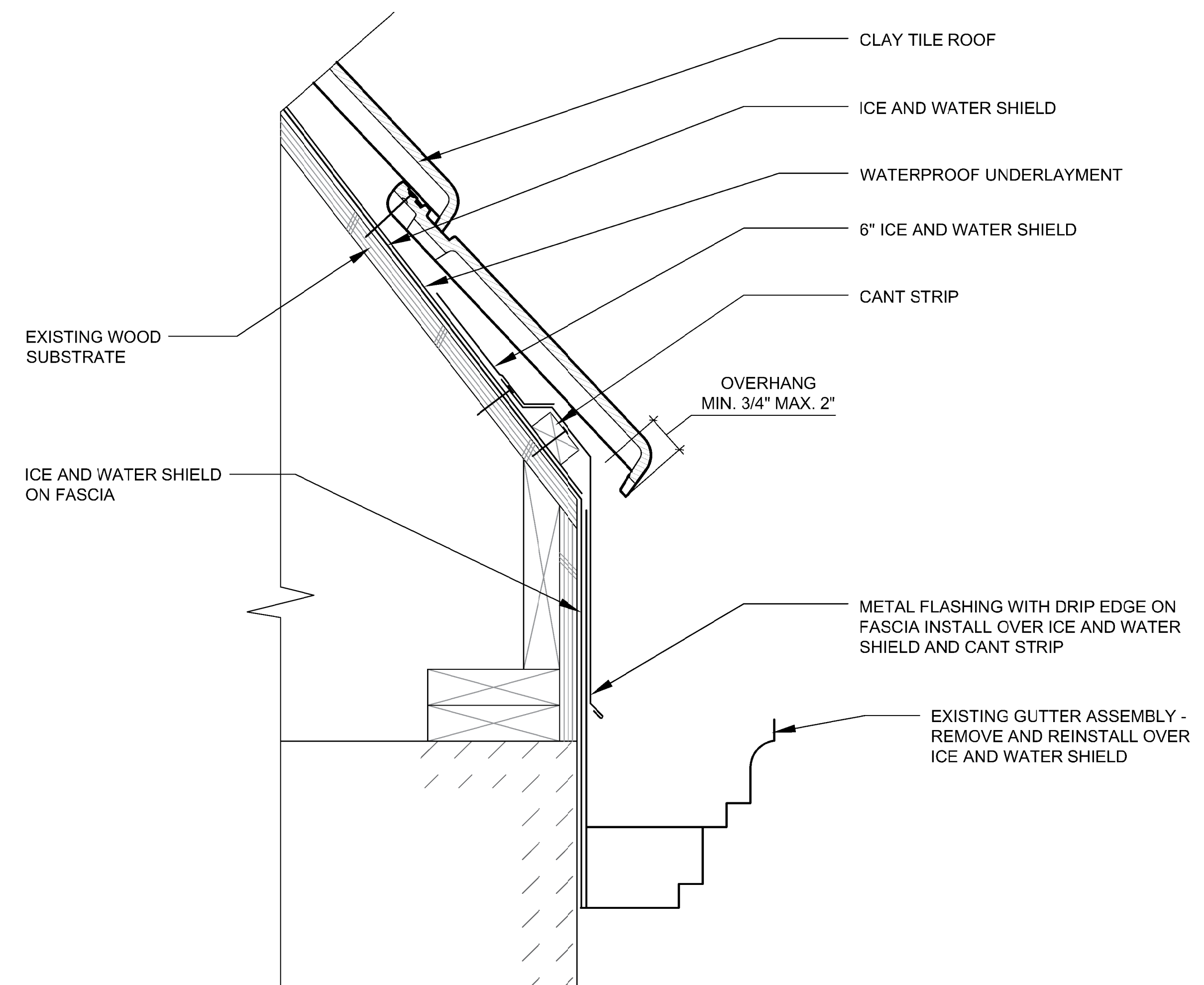
SCALE:
AS NOTED

ROOF
DETAILS

A3.01



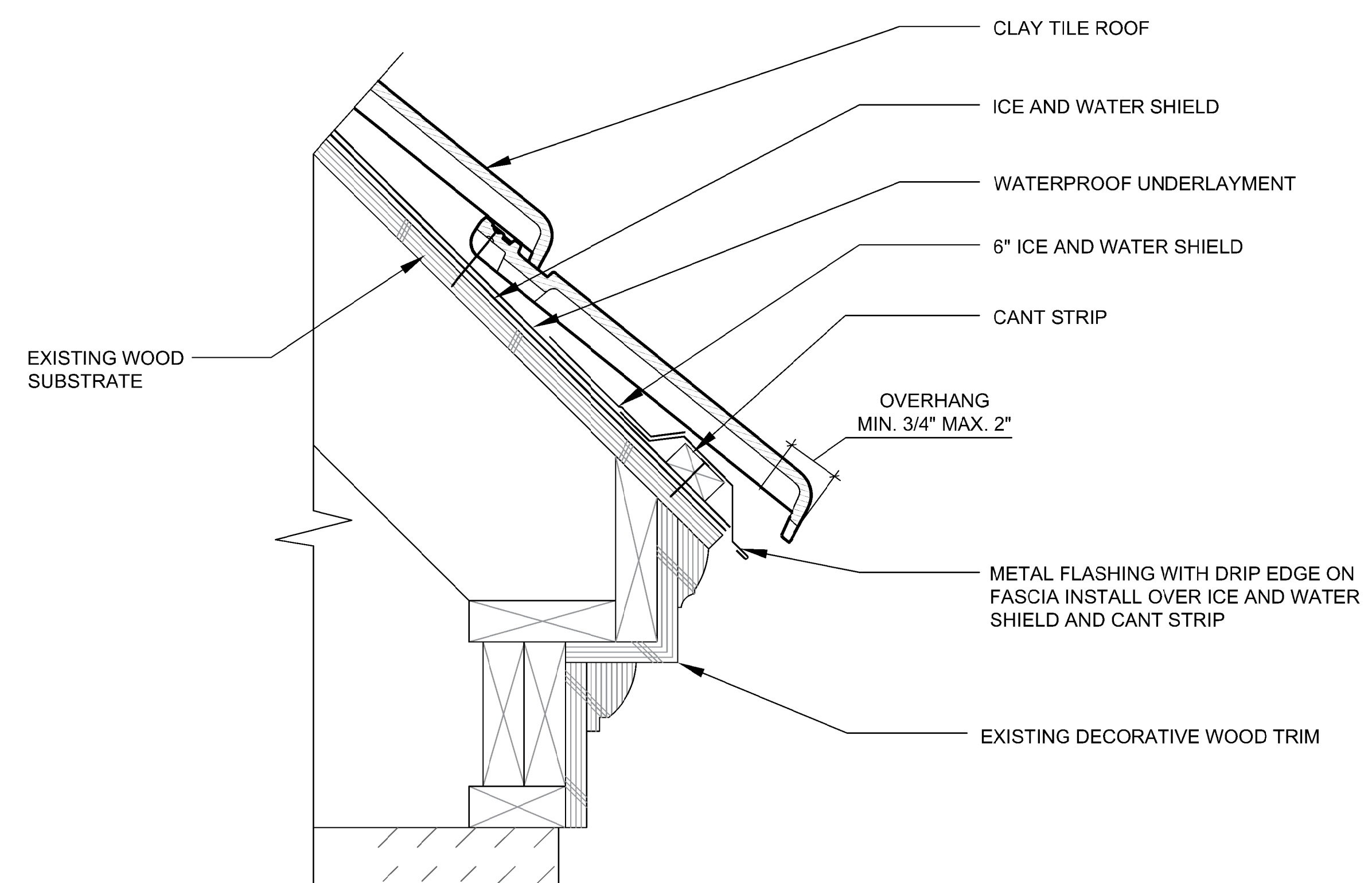
1 SECTION: NORTH GUTTER DETAIL - WEST ADAMS
A3.02 SCALE: 3" = 1'-0"



SECTION: EAST GUTTER DETAIL - COLUMBUS AVE
SCALE: 3" = 1'-0"

NOTES:

1. ALL WORK IS NEW U.N.O.
2. DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION WITH THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
3. ALL WORK TO MEET ALL REQUIREMENTS OF LUDOWICI INTERLOCKING TILE INSTALLATION MANUAL AND LUDOWICI INTERLOCKING TILE INSTALLATION MANUAL - LEGACY COLLECTION
4. USE UTMOST CARE WITH REMOVING EXISTING GUTTER ASSEMBLIES



3 SECTION: TYPICAL DORMER DETAIL
A3.02 SCALE: 3" = 1'-0"

AN EXTERIOR
MAINTENANCE PROJECT FOR
SANDUSKY LIBRARY
114 W ADAMS STREET
SANDUSKY, OHIO 44870

DATE:
NOVEMBER 28, 2022

PROJECT NO:
21007

SCALE:
AS NOTED

ROOF DETAILS

A3.02

216.224.1100
 1382 West Ninth Street
 Suite 300
 Cleveland, Ohio 44113
www.HBMArchitects.com

SECTION 073213 - CLAY ROOF TILES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Clay roof tiles.
2. Underlayment materials.
3. Metal flashing and trim.

1.2 ALTERNATES

- A. ALTERNATE NO. 1: In lieu of removing and reinstalling the existing clay roof tiles, provide all new clay roof tiles.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D1079 and glossary in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" for definitions of terms related to roofing Work in this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data:

1. Clay roof tiles.
2. Underlayment materials.
3. Metal flashing and trim.

- B. Shop Drawings: For metal flashing and trim.

- C. Samples: For each exposed product and for each color and texture specified, in sizes indicated.

1. Clay Roof Tiles: Full size, showing full range of color values and blends.
2. Accessory Tiles: Full size, each type.
3. Metal Flashing: 12 inches square.
4. Eave Closures: In manufacturer's standard size.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each type of clay roof tile, based on evaluation of comprehensive tests performed by a qualified testing agency.
- B. Sample Warranty: For manufacturer's materials warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing to include in maintenance manuals.
- B. Materials warranties.
- C. Roofing Installer's warranty.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Clay Roof Tiles: 100 sq. ft. of each type, in unbroken bundles.

1.9 MOCKUPS

- A. Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Build mockups for clay roof tiles including related roofing materials.
 - a. Size: 48 inches long by 48 inches wide.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Store underlayment rolls in a dry, well-ventilated location protected from weather, sunlight, and moisture in accordance with manufacturer's written instructions.
 - 1. Store on end, on pallets or other raised surfaces. Do not double-stack rolls.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing Work is not in progress.

- C. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.11 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related Work to be performed in accordance with manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering, polymer-modified bitumen sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.12 WARRANTY

- A. Materials Warranty: Manufacturer agrees to repair or replace clay roof tiles that fail in materials within specified warranty period.
 - 1. Warranty Period: 50 years from date of Substantial Completion.
- B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of clay-tile roofing that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of product from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide clay roof tiles and related roofing materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.3 CLAY ROOF TILES

- A. Clay Roof Tiles: ASTM C1167, molded- or extruded-clay roof tile units of shape and configuration indicated, kiln fired, and free of surface imperfections. Provide with fastening holes prepunched at factory before firing.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Ludowici Roof Tiles.
2. Durability: Grade 1.
3. Low-Profile Shape: Type II, French interlocking.
 - a. Accessory Tiles: As necessary for a complete system installation.
4. Size: Match existing.
 - a. Provide clay roof tiles of diminishing widths for circular bays or round towers.
5. Finish and Texture: Match existing.
6. Color: Match existing.

2.4 UNDERLAYMENT MATERIALS

- A. Polymer-Modified Bitumen Sheet: Styrene-butadiene-styrene- (SBS) modified asphalt, glass-fiber-mat-reinforced sheet; minimum 83 mil nominal thickness; recommended in writing by manufacturer and acceptable to authorities having jurisdiction for use as underlayment in tile steep-slope roofing systems; and designed for mechanical fastening or adhesive attachment using roofing asphalt or cold-applied adhesive.
 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Ludowici Roof Tiles: Ludowici Pro 70 Underlayment, mechanically attached.

2.5 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586/D4586M Type II, asbestos free.
- B. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied.
- C. Elastomeric Sealant: ASTM C920, Type S, Grade NS, one-part, non-sag, elastomeric polymer sealant of class and use classifications required to seal joints in clay-tile roofing and remain watertight; recommended in writing by manufacturer for applications indicated.
- D. Eave Closure: Manufacturer's standard eave closure formed to shape of clay roof tiles.
- E. Wood Nailers: Comply with requirements for pressure-preservative-treated wood in Section 061000 "Rough Carpentry."

2.6 FASTENERS

- A. Roofing Screws: #10 Pancake Head stainless steel screws with #2 square drive, 2" length.
 - 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- B. Underlayment Nails: stainless steel head nails, 1-inch- minimum diameter.
- C. Nails for Wood Nailers: ASTM F1667; common or box, steel wire, flat head, and smooth shank.

2.7 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Sheet Metal: Copper.
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for design, dimensions, metal, and other characteristics of the item unless otherwise specified in this Section or indicated on Drawings.
 - 1. Apron Flashings: Fabricate with lower flange extending a minimum of 6 inches over and 4 inches beyond each side of downslope tile roofing and 6 inches up the vertical surface.
 - 2. Step Flashings: Fabricate with a headlap of 4 inches and a minimum extension of 5 inches both horizontally and vertically.
 - 3. Channel Flashings: Fabricate with vertical surface extending a minimum of 5 inches above the clay roof tile and 6 inches beneath the tile roofing, with a 1-inch- high vertical return to form a runoff channel.
 - 4. Rake Pan Flashings: Fabricate with vertical surface extending over fasciae and 6 inches beneath the tile roofing, with a 1-inch- high vertical return to form a runoff channel.
 - 5. Cricket and Backer Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope tile roofing, 6 inches beyond each side of chimney, and 6 inches above the roof plane.
 - 6. Counterflashings: Fabricate to cover 4 inches of base flashing measured vertically; and in lengths required so that no step exceeds 8 inches and overall length is no more than 10 feet.
 - a. Provide metal reglets or receivers for installation.
 - 7. Valley Flashings: Fabricate from metal sheet not less than 24 inches wide in lengths not exceeding 10 feet, with 1-inch- high, inverted-V profile water diverter at center of valley and equal flange widths of not less than 11 inches.
 - a. Hem flange edges for fastening with metal cleats.
 - 8. Drip Edges: Fabricate in lengths not exceeding 10 feet, with minimum 2-inch roof-deck flange and 1-1/2-inch fascia flange with 3/8-inch drip at lower edge.

- C. Vent-Pipe Flashings: ASTM B749, Type L51121, at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.
- D. Snow Guards: Match existing type in copper. Provide and install where currently installed.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through roofing.
 - 3. Verify that vent stacks and other penetrations through roofing are installed and securely fastened.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF CLAY ROOF TILES

- A. Install clay roof tiles in accordance with manufacturer's written instructions and recommendations in TRI/WSRCA's "Concrete and Clay Roof Tile Installation Manual" and NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" unless more stringent requirements are specified in this Section or indicated on Drawings.
 - 1. Install to resist wind forces resulting from design wind speeds indicated on Drawings.
 - 2. Maintain uniform exposure and coursing of clay roof tiles throughout roof.
 - 3. Extend tiles 2 inches over eave fasciae.
 - 4. Nail Fastening: Drive screws to clear the clay roof tile so the tile hangs from the nail and is not drawn up.
 - a. Install wire through nail holes of cut tiles that cannot be nailed directly to roof deck, and fasten to nails driven into deck.
 - 5. Cut and fit clay roof tiles neatly around roof vents, pipes, ventilators, and other projections through roof. Fill voids with mortar.
 - 6. Install clay roof tiles with color blend approved by Architect.
- B. Flat-Shingle Clay-Roof-Tile Installation:
 - 1. Maintain 2-inch headlap between succeeding courses of clay roof tiles.

2. Offset joints by half the clay-roof-tile width in succeeding courses.
3. Extend clay roof tiles 1 inch over fasciae at rakes.
4. Install ridge tiles in configuration to match existing with laps facing away from prevailing wind. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.
1. Install hip tiles in configuration to match existing. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.

C. Low-Profile, Interlocking Clay-Roof-Tile Installation:

1. Provide minimum 3-inch lap between succeeding courses of clay roof tiles.
2. Install rake tiles indicated.
3. Install ridge tiles with laps facing away from prevailing wind. Seal laps with asphalt, roofing cement, butyl sealant, or elastomeric sealant.
4. Install hip tiles in configuration to match existing. Seal laps with asphalt roofing cement, butyl sealant, or elastomeric sealant.

D. Open Valleys: Cut clay roof tiles at open valleys to form straight lines. Maintain uniform width of exposed open valley from highest to lowest point.

1. Drill or notch cut valley tiles and wire-tie to fastener placed clear of valley metal flashings.
2. Do not nail tiles to metal flashings.

E. **Remove and replace damaged or broken clay roof tiles. In addition to the extra tiles provided per section 1.8 A., provide extra tile to allow for 20% breakage in all roof tile types.**

3.3 INSTALLATION OF UNDERLAYMENT MATERIALS

A. Comply with clay-roof-tile and underlayment manufacturers' written installation instructions and with recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems" applicable to products and applications indicated unless more stringent requirements are specified in this Section or indicated on Drawings.

1. Cover ridge and hip wood nailers with underlayment strips.

B. Synthetic-Underlayment Top Layer: Install in accordance with manufacturer's written installation instructions and as second layer over anchor-layer underlayment.

1. Completely cover anchor-layer underlayment and install parallel with and starting at the eaves, with side laps offset halfway between side laps of underlying anchor layer.
2. Lap sides and ends as recommended in writing by manufacturer, but not less than 2 inches for side laps and 6 inches for end laps.
3. Stagger end laps from anchor-layer end laps and between succeeding top courses at interval recommended in writing by manufacturer, but not less than 72 inches.
4. Fasten with underlayment nails.
5. Install fasteners in a grid pattern of 12 inches between side laps with 6-inch spacing at side and end laps.

- C. Polymer-Modified Bitumen Sheet: Install parallel with and starting at eaves.
 - 1. Single- or Anchor-Layer Installation: Install on roof deck.
 - a. Lap sides a minimum of 2 inches over underlying course.
 - b. Lap ends a minimum of 6 inches.
 - c. Stagger end laps between succeeding courses at least 72 inches.
 - d. Fasten with underlayment nails.
- D. Valley Underlayment: Install one layer of 36-inch- wide underlayment centered in valley, running full length of valley, and on top of underlayment on field of roof that is woven through valley. Install all layers of underlayment in and through valley tight with no bridging.
 - 1. Use same underlayment as installed on field of roof.
 - 2. Lap ends at least 12 inches in direction that sheds water, and seal with asphalt roofing cement.
 - 3. Fasten to roof deck with underlayment nails located as far from valley center as possible and only to extent necessary to hold underlayment in place until installation of valley flashing.

3.4 INSTALLATION OF METAL FLASHING AND TRIM

- A. Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install in accordance with clay-roof-tile manufacturer's written instructions and recommendations in NRCA's "The NRCA Roofing Manual: Steep-Slope Roof Systems."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope tile roofing and up the vertical surface.
- C. Step Flashings: Install with a headlap of 4 inches and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying tile. Fasten to roof deck only.
- D. Cricket and Backer Flashings: Install against roof-penetrating elements, extending concealed flange beneath upslope tile roofing and beyond each side.
- E. Channel Flashings: Install over underlayment materials and fasten to roof deck.
- F. Rake Pan Flashings: Install over underlayment materials and fasten to roof deck.
- G. Counterflashings: Coordinate with installation of base flashing and fit tightly to base flashing. Lap joints a minimum of 4 inches secured in a waterproof manner.
 - 1. Install in reglets or receivers.
- H. Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction that sheds water. Fasten upper end of each length to roof deck beneath overlap.

1. Secure hemmed flange edges into metal cleats spaced 12 inches apart and fastened to roof deck.
 2. Adhere minimum 9-inch- wide strips of self-adhering, polymer-modified bitumen sheet to metal flanges and to underlying self-adhering, polymer-modified bitumen sheet. Place strips parallel to and over flanges so that they will be just concealed by installed tile.
 3. Provide a closure at the end of the inverted-V profile of the valley metal to minimize water and ice infiltration.
- I. Rake Drip Edges: Install over underlayment materials and fasten to roof deck.
- J. Eave Drip Edges: Install below underlayment materials and fasten to roof deck.
- K. Pipe Flashings: Form flashing around pipe penetrations and tile roofing. Fasten and seal to tile roofing.

3.5 INSTALLATION OF WOOD NAILERS

- A. Install beveled wood-cant nailers at eaves and securely fasten to roof deck.

3.6 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS **<Insert name>** of **<Insert address>**, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
1. Owner: **<Insert name of Owner>**.
 2. Owner Address: **<Insert address>**.
 3. Building Name/Type: **<Insert information>**.
 4. Building Address: **<Insert address>**.
 5. Area of the Work: **<Insert information>**.
 6. Acceptance Date: **<Insert date>**.
 7. Warranty Period: **<Insert time>**.
 8. Expiration Date: **<Insert date>**.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that, during Warranty Period, Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;

- b. Peak gust wind speed exceeding **<Insert mph>**;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature>**.
2. Name: **<Insert name>**.
3. Title: **<Insert title>**.

END OF SECTION 073213

The Drawings and Project Manual dated September 7, 2021 are modified or changed to the extent stated herein.

THIS DOCUMENT IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Drawings, Specifications, and / or Documents issued with this Bulletin shall be incorporated and become part of the Contract Documents ONLY when a Change Order or a Construction Change Directive is accepted by the Owner. If this modification to the Contract Documents does not affect the Contract Sum and / or Contract Time it shall be incorporated and become part of the Contract Documents immediately.

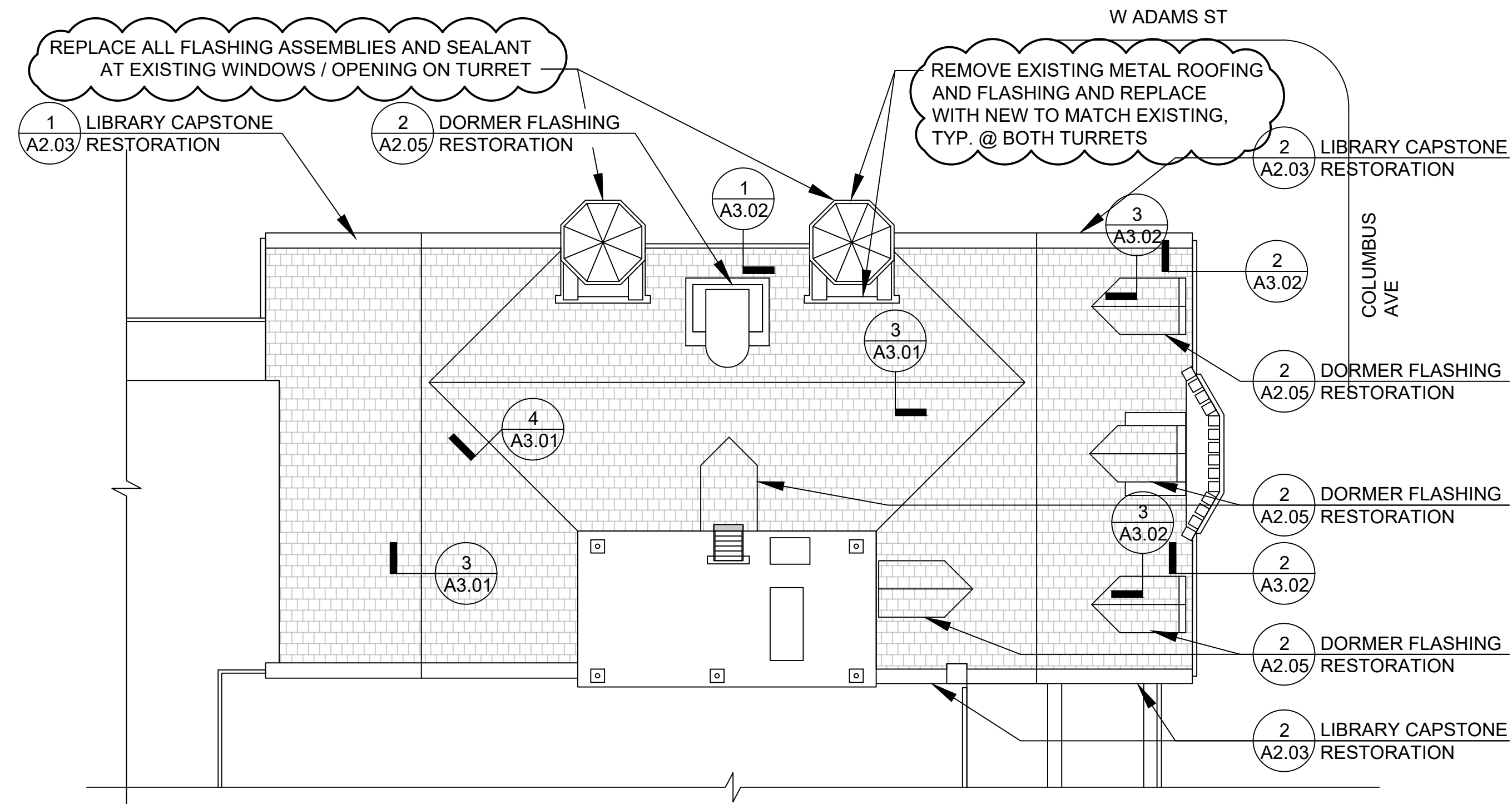
Drawings

- A. Revise Sheet A3.01 as shown.

Attachments:

Drawings: A3.01

End of Bulletin No. 2

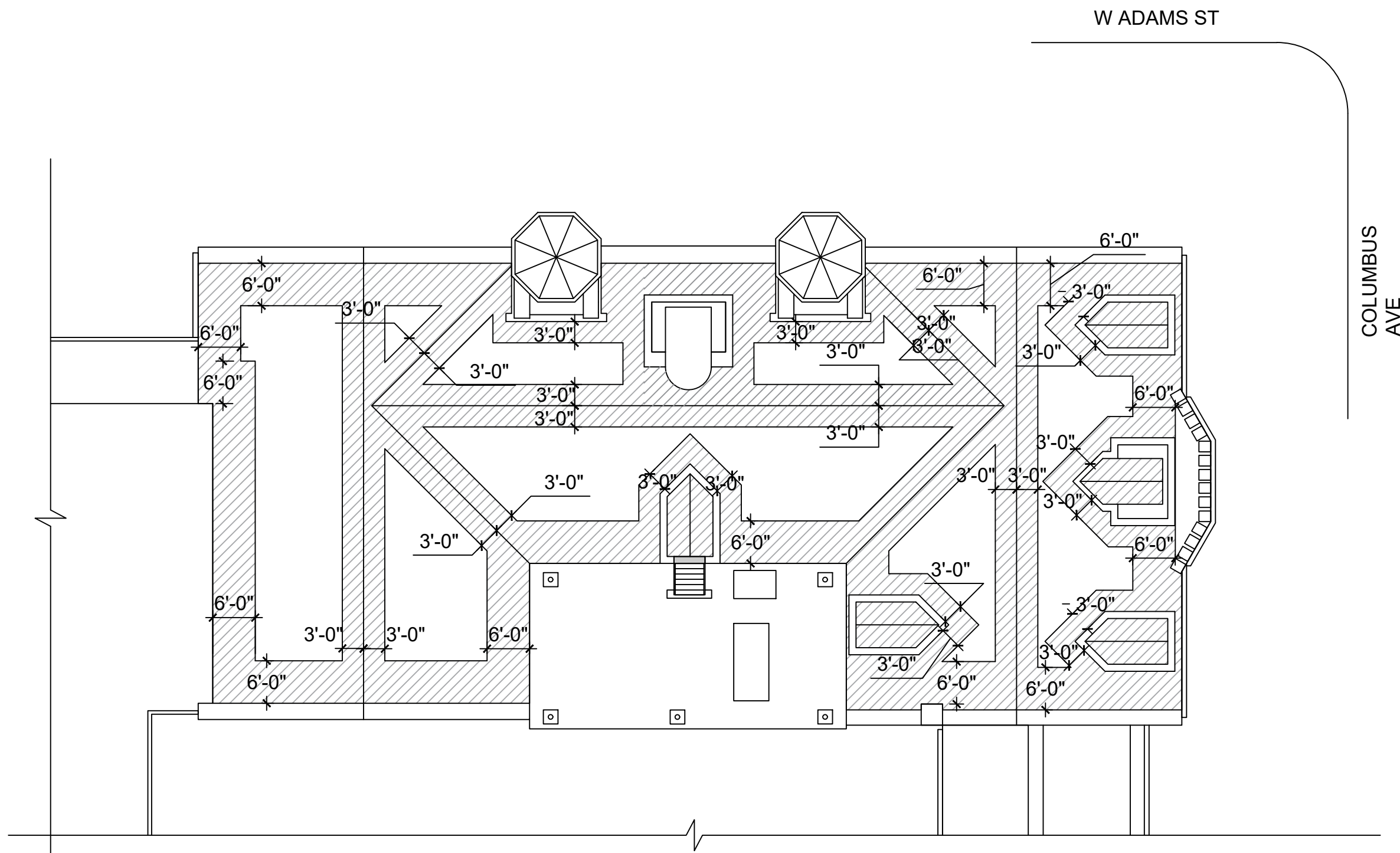


AREA OF SANDUSKY LIBRARY TO BE REROOFED.
 REMOVE EXISTING CLAY ROOF TILES AND EXISTING FELT UNDERLAYMENT. INSPECT AND REPAIR ANY DAMAGED ROOF SUBSTRATE.
 REMOVE ALL METAL EDGE, PERIMETER AND VALLEY FLASHING. INSTALL NEW WATERPROOF UNDERLAYME AND SHEET METAL FLASHING.
 REINSTALL EXISTING CLAY ROOF TILES.

NOTE: REPLACE ALL MISSING DRAIN COVERS ON ENTIRE EXISTING ROOF AREA WITH METAL DOME-TYPE STRAINER COVERS

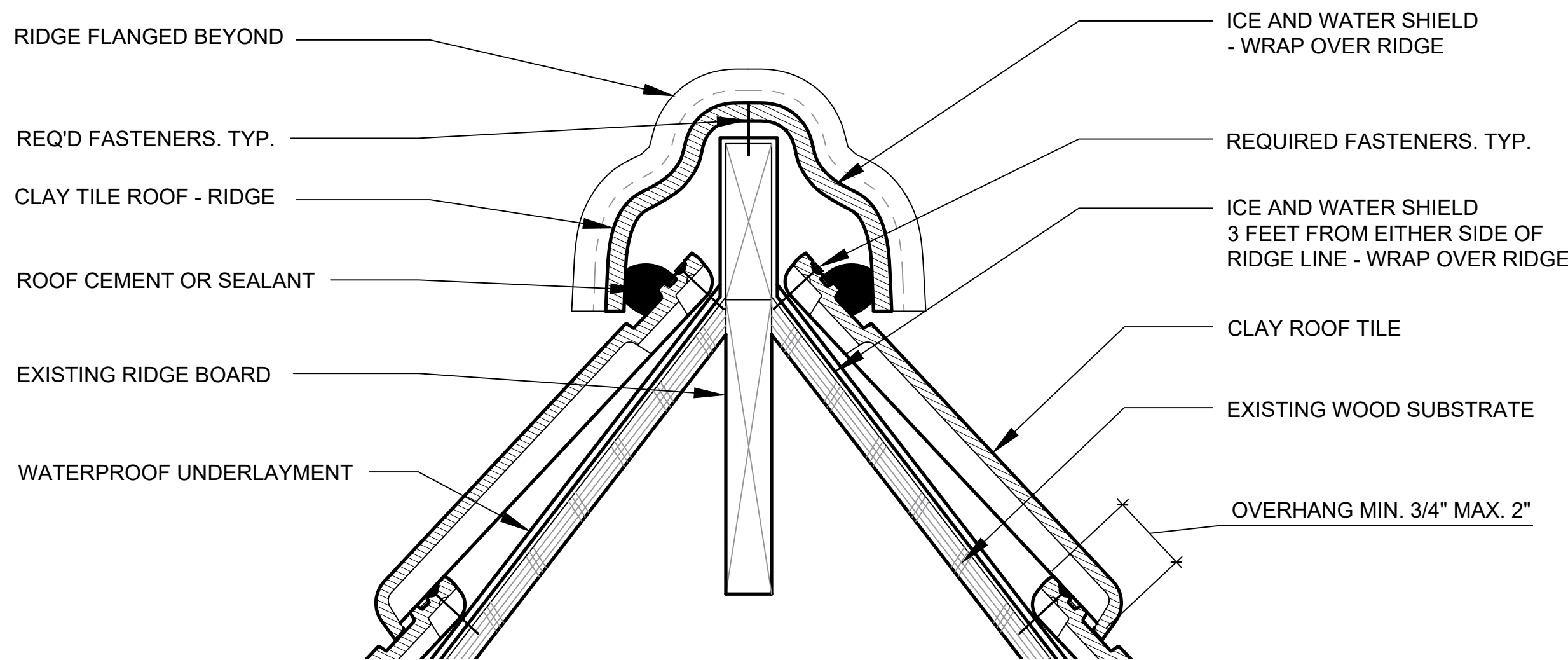


1 ROOF PLAN
 A3.01 SCALE: 1/16" = 1'-0"

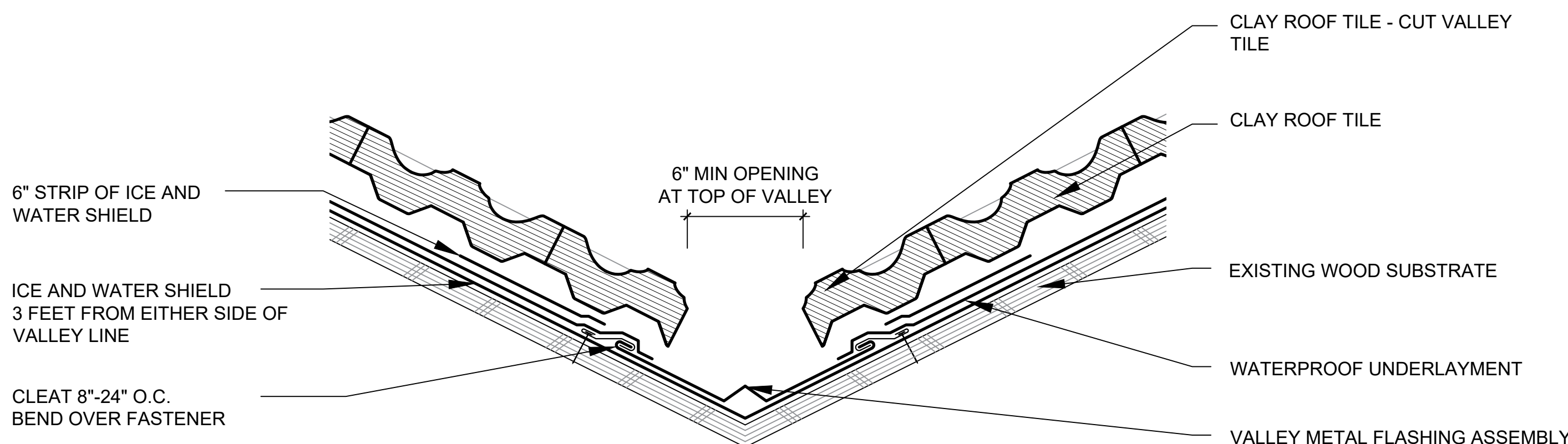


AREAS OF ICE AND WATER SHIELD
 6' FROM ALL EDGES, 3' BOTH DIRECTIONS ON RIDGES AND VALLEYS. INSTALL ICE AND WATER SHIELD UNDER NEW WATERPROOF UNDERLAYMENT

2 ICE AND WATER SHIELD PLAN
 A3.01 SCALE: 1/16" = 1'-0"



3 SECTION: TYPICAL RIDGE DETAIL
 A3.01 SCALE: 3" = 1'-0"



4 SECTION: TYPICAL VALLEY DETAIL
 A3.01 SCALE: 3" = 1'-0"

AN EXTERIOR
 MAINTENANCE PROJECT FOR
SANDUSKY LIBRARY
 114 W ADAMS STREET
 SANDUSKY, OHIO 44870

DATE:
 NOVEMBER 28, 2022

PROJECT NO:
 21007

SCALE:
 AS NOTED

ROOF
 DETAILS

A3.01



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.cityofsandusky.com

To: John Orzech, Interim City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: August 2nd, 2023
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #6

Item for Consideration: Resolution of necessity for permission to bid the asbestos abatement and demolition of four residential properties.

Background Information: 1329 Huntington Ave., 331 Perry St., 809 Hancock St., and 426 Perry St. (garage) have been ordered for demolition by the City's Housing Appeals Board.

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

After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. The costs for the demolition and asbestos abatement will be paid with Revolving Loan Funds and/or FY21 Community Development Block Grant funds. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

Action Requested: It is requested that the proposed CDBG FY 21 Demolition Project #6 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Nicole Grohe
Community Development Program Administrator

I concur with this recommendation:

Colleen Gilson
Interim Director of Community Development

John Orzech
Interim City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #6; DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #6 involves the asbestos abatement and demolition of four (4) residential structures; and

WHEREAS, the residential properties are located at 1329 Huntington Avenue, 331 Perry Street, 809 Hancock Street, and 426 Perry Street (garage) and were ordered for demolition by the City's Housing Appeals Board; and

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

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

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

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

Section 1. This City Commission approves of the proposed CDBG FY21 Demolition Project #6.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #6 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #6 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: August 14, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.cityofsandusky.com

To: John Orzech, Interim City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: August 2nd, 2023
Subject: Commission Agenda Item – Permission to Bid CDBG FY21 Demolition Project #7

Item for Consideration: Resolution of necessity for permission to bid the demolition of two residential properties.

Background Information: 736 Park St. and 521 Perry St. have been ordered for demolition by the City's Housing Appeals Board.

City staff is requesting permission to bid out the demolition of the above properties. Asbestos surveys and environmental reviews have already been completed for these projects. If approved the city will subsequently seek proposals for the demolition bidding process.

After receipt and review of bids, staff will present to City Commission a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. The costs for the demolition and asbestos abatement will be paid with Revolving Loan Funds and/or Community Development Block Grant funds from FY 2021. All costs related to the demolition and asbestos abatement of the properties will be charged to the owners and assessed to the property.

Action Requested: It is requested that the proposed CDBG FY21 Demolition Project #7 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

Nicole Grohe
Community Development Program Administrator

I concur with this recommendation:

Colleen Gilson
Interim Director of Community Development

John Orzech
Interim City Manager

cc: Justin Harris, Interim Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of City Commission

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY21 DEMOLITION PROJECT #7; DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY21 Demolition Project #7 involves the asbestos abatement and demolition of two (2) residential structures; and

WHEREAS, the residential properties are located at 736 Park Street and 521 Perry Street and were ordered for demolition by the City's Housing Appeals Board; and

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

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

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

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

Section 1. This City Commission approves of the proposed CDBG FY21 Demolition Project #7.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY21 Demolition Project #7 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY21 Demolition Project #7 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: August 14, 2023



CITY MANAGER

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5846
www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Troy Vaccaro, Fleet Maintenance Chief Foreman

Date: August, 2, 2023

Re.: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation to purchase the following new vehicles from National Auto Fleet Group of Watsonville, California, in the amount of \$342,055.91.

- (4) four 2024 Chevrolet Equinox SUV's, cost-\$29,031.61 each
- (2) two 2024 Chevrolet C3500 pickup trucks, cost \$45,808.80 each
- (1) one 2024 Chevrolet C3500 cab and chassis truck, cost \$44,430.43
- (1) one 2024 Chevrolet K1500 pickup truck, cost \$48,270.12
- (1) one 2024 Chevrolet G2500 cargo van, cost \$41,611.30

BACKGROUND INFORMATION: The above listed vehicles are available through Sourcewell's Contract, number 091521-NAF, from National Auto Fleet Group of Watsonville, California.

The four Chevrolet Equinox's will be issued to the following four departments; WPC plant, Engineering, Planning, and Building.

The two Chevrolet C3500 pickups will be issued to the following two departments; Forestry and Street.

The Chevrolet C3500 Cab and Chassis truck will be issued to the Municipal Buildings Department.

The Chevrolet K1500 pickup will be issued to the Sandusky Fire Department.

The Chevrolet G2500 cargo van will be issued to the Parks and Public Realm Department.

Each of these vehicles will play an important role in updating the City's Fleet. The Equinox's will be a needed addition to the Planning, Building, and Engineering groups. The Equinox for the WPC Plant will replace a 2008 Chevy Impala and that car will be reissued to another department.

Each of the trucks listed for purchase will replace vehicles that have exceeded their expected lifecycle.

A communication for approval to sell unneeded surplus vehicles will be made after implementing all of the changes that will be triggered by the arrival of the above purchases.

BUDGETARY INFORMATION: The cost of this purchase is \$342,055.91. This purchase will be funded by the Capital Improvement Fund.

ACTION REQUESTED: It is requested that proper legislation be prepared authorizing the purchase of four (4) 2024 Chevrolet Equinox SUV's, two (2) Chevrolet C3500 pickups, one (1) Chevrolet C3500 Cab and Chassis truck, one (1) Chevrolet K1500 pickup, and one (1) Chevrolet G25 cargo van from National Auto Fleet Group, of Watsonville, California in suspension of the rules in full accordance with section 14 of the City Charter to allow the order to be placed and receive the vehicles at the earliest opportunity.

Approved:

John Orzech, Interim City Manager



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/20/2023

7/20/2023 Re-Configured

Quote ID: **34795 R1**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Four (4) New/Unused (2024 Chevrolet Equinox (1XR26) FWD 4dr LT w/2FL,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (4)	Total Savings
Contract Price	\$29,595.00	\$29,031.61	1.904 %	\$116,126.45	\$2,253.55
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$29,031.61		\$116,126.45	

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	Emissions, Federal requirements

ENGINE

Code	Description
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)

TRANSMISSION

Code	Description
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD)

AXLE

Code	Description
FJM	Axle, 3.50 final drive ratio

PREFERRED EQUIPMENT GROUP

Code	Description
2FL	LT Preferred Equipment Group, includes standard equipment

PAINT

Code	Description
GXP	Lakeshore Blue Metallic

SEAT TYPE

Code	Description
AR9	Seats, front bucket, (STD)

SEAT TRIM

Code	Description
HC8	Medium Ash Gray, Premium Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD)
ADDITIONAL EQUIPMENT	
Code	Description
PEF	LPO, Floor Liner Package, includes (CAV) integrated cargo liner, LPO and (RIA) all-weather floor liners, LPO
RIA	LPO, All-weather floor liners
CAV	LPO, Integrated cargo liner
R9L	Deleted 3 Years of OnStar Remote Access

2024 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LT w/2FL

WINDOW STICKER

2024 Chevrolet Equinox FWD 4dr LT w/2FL		
CODE	MODEL	MSRP
1XR26	2024 Chevrolet Equinox FWD 4dr LT w/2FL	\$28,150.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)	\$0.00
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD)	\$0.00
FJM	Axle, 3.50 final drive ratio	\$0.00
2FL	LT Preferred Equipment Group, includes standard equipment	\$0.00
GXP	Lakeshore Blue Metallic	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
HC8	Medium Ash Gray, Premium Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD)	\$0.00
PEF	LPO, Floor Liner Package, includes (CAV) integrated cargo liner, LPO and (RIA) all-weather floor liners, LPO	\$350.00
RIA	LPO, All-weather floor liners	INC
CAV	LPO, Integrated cargo liner	INC
R9L	Deleted 3 Years of OnStar Remote Access	(\$300.00)
Please note selected options override standard equipment		

SUBTOTAL	\$28,200.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,395.00
TOTAL PRICE	\$29,595.00
Est City: 26 MPG	
Est Highway: 31 MPG	
Est Highway Cruising Range: 461.90 mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)
Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)
Axle, 3.50 final drive ratio (FWD only.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

INTERIOR

Seats, front bucket (STD)

WHEELS

Wheels, 17" (43.2 cm) aluminum

TIRES

Tires, P225/65R17 all-season blackwall (FWD only.) (STD)
--

ADDITIONAL EQUIPMENT

Driver Confidence II Package includes (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Includes (UD5) Front and Rear Park Assist.)
Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Fuel, gasoline, E15
Automatic Stop/Start
Engine control, stop/start system disable switch
Driver Shift Controls
Front-wheel drive
Suspension, front MacPherson strut
Suspension, rear 4-link
GVWR, 4464 lbs. (2025 kg) (FWD only.)
Brakes, front and rear with e-boost
Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear
Brake, electronic parking
Brake lining, high-performance, noise and dust performance
Mechanical jack with tools
Wheel, spare, 16" (40.6 cm) steel
Tire, compact spare, T135/70R16 blackwall
Moldings, bright beltline with bright DLO
Trim, Bright lower window
Headlamps, LED
Lamp marker, reflex, front side
Headlamp control, automatic on and off with automatic delay
Headlamp control, IntelliBeam auto high beam
Glass, acoustic, laminated windshield
Glass, deep-tinted, rear
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual
Door handles, body-color
Audio system feature, 6-speaker system
Noise control system, active noise cancellation
SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit

www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)
Antenna, roof-mounted (Black.)
Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Seat trim, Premium Cloth
Seat adjuster, driver 8-way power with 2-way power lumbar
Seat adjuster, 2-way power driver lumbar control
Seat adjuster, front passenger 4-way manual
Seat, rear split-folding with center armrest
Head restraints, 2-way adjustable (up/down), front
Seat release levers, 2nd row mechanical release levers in cargo area
Floor mats, carpeted front (Deleted when any LPO floor mat or LPO floor liner is ordered.)
Floor mats, carpeted rear (Deleted when any LPO floor mat or LPO floor liner is ordered.)
Steering wheel, 3-spoke, deluxe
Steering column, tilt and telescoping
Steering wheel controls, audio, phone interface and driver information center controls
Speedometer, miles/kilometers
Display, driver instrument information enhanced, multi-color
Window, power with driver Express-Up and Down
Window, power with front passenger Express-Down
Windows, power, rear with Express-Down
Door locks, power with lock-out protection
Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature
Keyless Start, push-button
Cruise control, electronic with set and resume speed
Theft-deterrent system, unauthorized entry
Remote panic alarm
USB ports, 2, with auxiliary input jack, located in front center stack storage area
USB charging-only ports, 2, located in the rear of the floor console

Air conditioning, single-zone manual
Defogger, rear-window electric
Power outlet, front auxiliary, 12-volt
Mirror, inside rearview manual day/night
Sunglass storage, overhead
Visors, driver and front passenger illuminated vanity mirrors, covered
Assist handle, driver
Assist handle, front passenger
Assist handles, rear outboard
Map pocket, front passenger seatback
Shift lever, chrome-trimmed
Power outlet, cargo area auxiliary, 12-volt
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
StabiliTrak, stability control system with Traction Control
Daytime Running Lamps, LED
Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Front and Rear Park Assist
Rear Vision Camera
Lane Change Alert with Side Blind Zone Alert
Forward Collision Alert
Following Distance Indicator
Front Pedestrian Braking
Rear Cross Traffic Alert
Lane Keep Assist with Lane Departure Warning
Rear Seat Reminder
Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)
Horn, dual-note
3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/20/2023

7/20/2023 Re-Configured

Quote ID: **34787 R3**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2024 Chevrolet Silverado 3500HD (CC30903) 2WD Reg Cab 142" Work Truck 8.2' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$47,228.00	\$45,808.80	3.005 %	\$91,617.61	\$2,838.39
Tax (0.0000 %)		\$0.00		\$0.00	
Tire fee		\$0.00		\$0.00	
Total		\$45,808.80		\$91,617.61	

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572

Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	Emissions, Federal requirements

ENGINE

Code	Description
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)

TRANSMISSION

Code	Description
MKM	Transmission, Allison 10-speed automatic, (STD)

AXLE

Code	Description
GT4	Rear axle, 3.73 ratio, (STD)

PREFERRED EQUIPMENT GROUP

Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment

WHEELS

Code	Description
PYT	Wheels, 18" (45.7 cm) painted steel, (STD)

TIRES

Code	Description
QF6	Tires, LT275/70R18E all-terrain, blackwall, (STD)

SPARE TIRE

Code	Description
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall, (STD)
PAINT	
Code	Description
GXP	Lakeshore Blue Metallic
SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
V46	Bumper, front chrome
VJH	Bumper, rear chrome
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel)
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .
R9L	Deleted 3 Years of Remote Access
8S3	Backup alarm, 97 decibels
BODY CODE	

Code	Description
E63	Durabed, pickup bed, (STD)
REAR WHEEL CONFIGURATION	
Code	Description
SRW	Single Rear Wheels, (STD)
GVWR	
Code	Description
CKJ	GVWR, 10,950 lbs. (4967 kg) with single rear wheels, (STD)

2024 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box

CODE	MODEL	MSRP
CC30903	2024 Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box	\$44,600.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)	\$0.00
MKM	Transmission, Allison 10-speed automatic, (STD)	\$0.00
GT4	Rear axle, 3.73 ratio, (STD)	\$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
PYT	Wheels, 18" (45.7 cm) painted steel, (STD)	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall, (STD)	\$0.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall, (STD)	\$0.00
GXP	Lakeshore Blue Metallic	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)	\$0.00
V46	Bumper, front chrome	\$200.00
VJH	Bumper, rear chrome	\$0.00
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel)	\$545.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
R9L	Deleted 3 Years of Remote Access	(\$300.00)
8S3	Backup alarm, 97 decibels	\$138.00

E63	Durabed, pickup bed, (STD)	\$0.00
SRW	Single Rear Wheels, (STD)	\$0.00
CKJ	GVWR, 10,950 lbs. (4967 kg) with single rear wheels, (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$45,333.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$47,228.00
Est City: 26 MPG		
Est Highway: 31 MPG		
Est Highway Cruising Range: 461.90 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,950 lbs. (4967 kg) with single rear wheels (STD) (Included and only available with CC30903 model and (L8T) 6.6L V8 gas engine.)

EXTERIOR

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)
Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)
Single Rear Wheels (STD)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Recovery hooks, front, frame-mounted, Black
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Suspension Package
Steering, Recirculating ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
CornerStep, rear bumper
Moldings, beltline, Black
Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)
Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models.)
Mirror caps, Black
Glass, solar absorbing, tinted
Door handles, Black grained
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Audio system feature, 2-speakers (Requires Regular Cab model.)
Bluetooth for phone connectivity to vehicle infotainment system
Wireless Phone Projection for Apple CarPlay and Android Auto
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass, located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone
Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/15/2023

7/20/2023 Re-Configured

Quote ID: **34678 R2**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 3500HD (CC30903) 2WD Reg Cab 142" Work Truck 8.2' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$45,743.00	\$44,430.43	2.869 %	\$1,312.57
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$44,430.43		

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572

Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	Emissions, Federal requirements

ENGINE

Code	Description
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)

TRANSMISSION

Code	Description
MKM	Transmission, Allison 10-speed automatic, (STD)

AXLE

Code	Description
GT4	Rear axle, 3.73 ratio, (STD)

PREFERRED EQUIPMENT GROUP

Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment

WHEELS

Code	Description
PYT	Wheels, 18" (45.7 cm) painted steel, (STD)

TIRES

Code	Description
QF6	Tires, LT275/70R18E all-terrain, blackwall, (STD)

SPARE TIRE

Code	Description
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall, (STD)
PAINT	
Code	Description
GXP	Lakeshore Blue Metallic
SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
—	Capped Fuel Fill
V46	Bumper, front chrome
9J4	Bumper, rear, delete
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .
R9L	Deleted 3 Years of Remote Access
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com
BODY CODE	
Code	Description
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.
REAR WHEEL CONFIGURATION	
Code	Description
SRW	Single Rear Wheels, (STD)
GVWR	
Code	Description
CKJ	GVWR, 10,950 lbs. (4967 kg) with single rear wheels, (STD)

2024 Fleet/Non-Retail Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box

WINDOW STICKER

2024 Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box		
CODE	MODEL	MSRP
CC30903	2024 Chevrolet Silverado 3500HD 2WD Reg Cab 142" Work Truck 8.2' Box	\$44,600.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD)	\$0.00
MKM	Transmission, Allison 10-speed automatic, (STD)	\$0.00
GT4	Rear axle, 3.73 ratio, (STD)	\$0.00
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
PYT	Wheels, 18" (45.7 cm) painted steel, (STD)	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall, (STD)	\$0.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall, (STD)	\$380.00
GXP	Lakeshore Blue Metallic	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD)	\$0.00
—	Capped Fuel Fill	INC
V46	Bumper, front chrome	\$100.00
9J4	Bumper, rear, delete	INC
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
R9L	Deleted 3 Years of Remote Access	(\$300.00)
SFW	Back-up alarm calibration, This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting	INC

5N5	Rear Camera Kit, Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com	\$73.00
ZW9	Pickup bed, delete, includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.	(\$1,155.00)
SRW	Single Rear Wheels, (STD)	\$0.00
CKJ	GVWR, 10,950 lbs. (4967 kg) with single rear wheels, (STD)	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$43,848.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,895.00
TOTAL PRICE		\$45,743.00
Est City: 26 MPG Est Highway: 31 MPG Est Highway Cruising Range: 461.90 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
Durabed, pickup bed (STD)
GVWR, 10,950 lbs. (4967 kg) with single rear wheels (STD) (Included and only available with CC30903 model and (L8T) 6.6L V8 gas engine.)

EXTERIOR

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)
Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)
Single Rear Wheels (STD)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
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ADDITIONAL EQUIPMENT

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Push Button Start
Air filter, heavy-duty
Air filtration monitoring
Auto-locking rear differential
Rear wheel drive
Cooling, external engine oil cooler
Cooling, auxiliary external transmission oil cooler
Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
Recovery hooks, front, frame-mounted, Black
Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
Suspension Package
Steering, Recirculating ball with smart flow power steering system
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
Exhaust, single, side
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
CornerStep, rear bumper
Moldings, beltline, Black
Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)
Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models.)
Mirror caps, Black
Glass, solar absorbing, tinted
Door handles, Black grained
Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Audio system feature, 2-speakers (Requires Regular Cab model.)
Bluetooth for phone connectivity to vehicle infotainment system
Wireless Phone Projection for Apple CarPlay and Android Auto
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass, located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Door locks, power
Remote Keyless Entry with 2 transmitters
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone
Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/15/2023

7/19/2023 Re-Configured

Quote ID: **34676 R1**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck 6.6' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$49,535.00	\$48,270.12	2.554 %	\$1,264.88
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$48,270.12		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572

Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS

Code	Description
FE9	Emissions, Federal requirements

ENGINE

Code	Description
L84	Engine, 5.3L EcoTec3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency

TRANSMISSION

Code	Description
MHT	Transmission, 10-speed automatic, electronically controlled, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking

AXLE

Code	Description
GU5	Rear axle, 3.23 ratio

PREFERRED EQUIPMENT GROUP

Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment

WHEELS

Code	Description
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)

TIRES

Code	Description
QBN	Tires, 255/70R17 all-season, blackwall, (STD)
SPARE TIRE	
Code	Description
QBR	Tire, spare 255/70R17 all-season, blackwall, (STD)
PAINT	
Code	Description
G7C	Red Hot
SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H2G	Jet Black, Vinyl seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
PEB	WT Value Package, includes (PCV) WT Convenience Package and (Z82) Trailering Package
PCV	WT Convenience Package, includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors
Z82	Trailering Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
G80	Auto-locking rear differential
KC4	Cooling, external engine oil cooler

KNP	Cooling, auxiliary external transmission oil cooler
KW7	Alternator, 170 amps
JL1	Trailer brake controller, integrated
V46	Bumper, front chrome
VJH	Bumper, rear chrome
VQO	LPO, Black work step, (dealer-installed)
CGN	Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel)
DLF	Mirrors, outside heated power-adjustable, When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)
AKO	Glass, deep-tinted
QT5	Tailgate, gate function manual with EZ Lift, includes power lock and release
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted
C49	Defogger, rear-window electric
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching
R9L	Deleted 3 Years of Remote Access
5H1	Key equipment, two additional key fobs
OPTION DISCOUNT	
Code	Description
___	Option/package discount

2024 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck 6.6' Box

WINDOW STICKER

2024 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck 6.6' Box		
CODE	MODEL	MSRP
CK10753	2024 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck 6.6' Box	\$43,400.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L84	Engine, 5.3L EcoTec3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking	INC
GU5	Rear axle, 3.23 ratio	INC
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)	\$0.00
QBN	Tires, 255/70R17 all-season, blackwall, (STD)	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall, (STD)	\$0.00
G7C	Red Hot	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
PEB	WT Value Package, includes (PCV) WT Convenience Package and (Z82) Trailering Package	\$1,190.00
PCV	WT Convenience Package, includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors	INC
Z82	Trailering Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance	INC
G80	Auto-locking rear differential	\$395.00
KC4	Cooling, external engine oil cooler	INC
KNP		INC

	Cooling, auxiliary external transmission oil cooler	
KW7	Alternator, 170 amps	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
V46	Bumper, front chrome	\$200.00
VJH	Bumper, rear chrome	\$0.00
VQO	LPO, Black work step, (dealer-installed)	\$495.00
CGN	Chevytec spray-on bedliner, Black, (does not include spray-on liner on tailgate due to Black composite inner panel)	\$545.00
DLF	Mirrors, outside heated power-adjustable, When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	INC
AKO	Glass, deep-tinted	INC
QT5	Tailgate, gate function manual with EZ Lift, includes power lock and release	\$150.00
9L7	Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$150.00
K34	Cruise control, electronic, with set and resume speed, steering wheel-mounted	INC
C49	Defogger, rear-window electric	INC
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching	INC
R9L	Deleted 3 Years of Remote Access	(\$300.00)
5H1	Key equipment, two additional key fobs	\$45.00
—	Option/package discount	(\$500.00)
Please note selected options override standard equipment		
	SUBTOTAL	\$47,640.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,895.00
	TOTAL PRICE	\$49,535.00
Est City: 26 MPG Est Highway: 31 MPG Est Highway Cruising Range: 461.90 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
--

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)

Rear axle, 3.42 ratio

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)
--

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
--

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
--

BODY CODE

Durabed, pickup bed

GVWR

GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black (Included with 4WD models.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare

Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door

Bumpers, front, Black (semi-gloss)

Bumpers, rear, Black (semi-gloss)

CornerStep, rear bumper

Cargo tie downs (12), fixed rated at 500 lbs per corner

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
Taillamps with incandescent tail, stop and reverse lights
Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard
Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
Tailgate, gate function manual, no EZ Lift
Sirius XM, delete
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power
Remote Keyless Entry, with 2 transmitters
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera
Lane Keep Assist with Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/31/2023

Quote ID: **35001**

Order Cut Off Date: **TBA**

Troy Vaccaro
City of Sandusky Ohio
Fleet Maintenance

222 Meigs St
1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Express Cargo Van (CG23405) RWD 2500 135",) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$43,720.00	\$41,611.30	4.823 %	\$2,108.70
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$41,611.30		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LV1	Engine, 4.3L V6, (STD)
TRANSMISSION	
Code	Description
MTH	Transmission, 8-speed automatic, electronically controlled, (STD)
AXLE	
Code	Description
GU6	Rear axle, 3.42 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	Work Van Preferred Equipment Group, includes standard equipment
SPARE TIRE	
Code	Description
ZLP	Tire, spare LT245/75R16E all-season, blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
PAINT SCHEME	
Code	Description
ZY1	Paint, solid
SEAT TYPE	
Code	Description
AR7	Seats, front bucket with vinyl trim, (STD)
SEAT TRIM	
Code	Description
93W	Medium Pewter, Vinyl Seat Trim
RADIO	
Code	Description
U0F	Audio system, AM/FM stereo with MP3 player, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
ZQ3	Driver Convenience Package, includes Tilt-Wheel and (K34) cruise control
Z82	Trailer equipment, heavy-duty, Includes (UY7) trailer wiring.)
UY7	Trailer provisions, trailering wire harness only

V37	Bumpers, front and rear chrome with step-pad
A12	Glass, fixed rear doors windows
A13	Glass, fixed rear side door windows
ZW3	Glass, rear doors and side cargo doors, (Includes (A12) fixed rear doors window glass and (A13) fixed rear side door window glass.
ASB	Window security bar, rear side door glass
BA3	Console, engine cover with swing-out storage bin
RFM	Floor covering delete, rear
B31	Floor covering, Black rubberized-vinyl, front only
K34	Cruise control
DAA	Visors, driver and front passenger, vinyl, in lieu of standard cloth
UE0	OnStar, delete
5H1	Key equipment, two additional keys for single key system, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Shipped loose.)
8G8	Cargo Overhead Lamp
8S3	Backup alarm, 97 decibels, Rear frame mounted back-up alarm
BODY CODE	
Code	Description
ZW9	Body, standard, (STD)
SIDE DOOR	
Code	Description
E24	Door, swing-out passenger-side, 60/40 split, (STD)
SEATING ARRANGEMENT	
Code	Description
ZX2	Seating arrangement, driver and front passenger high-back buckets,, (STD)

2024 Fleet/Non-Retail Chevrolet Express Cargo Van RWD 2500 135"

WINDOW STICKER

2024 Chevrolet Express Cargo Van RWD 2500 135"

CODE	MODEL	MSRP
CG23405	2024 Chevrolet Express Cargo Van RWD 2500 135"	\$40,700.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LV1	Engine, 4.3L V6, (STD)	\$0.00
MTH	Transmission, 8-speed automatic, electronically controlled, (STD)	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
1WT	Work Van Preferred Equipment Group, includes standard equipment	\$0.00
ZLP	Tire, spare LT245/75R16E all-season, blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
ZY1	Paint, solid	\$0.00
AR7	Seats, front bucket with vinyl trim, (STD)	\$0.00
93W	Medium Pewter, Vinyl Seat Trim	\$0.00
U0F	Audio system, AM/FM stereo with MP3 player, (STD)	\$0.00
ZQ3	Driver Convenience Package, includes Tilt-Wheel and (K34) cruise control	\$395.00
Z82	Trailer equipment, heavy-duty, Includes (UY7) trailer wiring.)	\$280.00
UY7	Trailer provisions, trailering wire harness only	INC
V37	Bumpers, front and rear chrome with step-pad	\$160.00
A12	Glass, fixed rear doors windows	\$0.00
A13	Glass, fixed rear side door windows	\$0.00
ZW3	Glass, rear doors and side cargo doors, (Includes (A12) fixed rear doors window glass and (A13) fixed rear side door window glass.	\$130.00
ASB	Window security bar, rear side door glass	INC
BA3	Console, engine cover with swing-out storage bin	\$20.00
RFM	Floor covering delete, rear	(\$90.00)
B31	Floor covering, Black rubberized-vinyl, front only	INC
K34	Cruise control	\$0.00
DAA	Visors, driver and front passenger, vinyl, in lieu of standard cloth	\$0.00
UE0	OnStar, delete	\$0.00
5H1	Key equipment, two additional keys for single key system, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense. (Shipped loose.)	\$45.00
8G8	Cargo Overhead Lamp	\$75.00
8S3	Backup alarm, 97 decibels, Rear frame mounted back-up alarm	\$110.00
ZW9	Body, standard, (STD)	\$0.00
E24	Door, swing-out passenger-side, 60/40 split, (STD)	\$0.00
ZX2	Seating arrangement, driver and front passenger high-back buckets,, (STD)	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$41,825.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,895.00
TOTAL PRICE	\$43,720.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (STD) (Reference the Engine/Axle page for availability.)
Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking and Tap-Up/Tap-Down Driver Shift Control (STD) (Requires (LV1) 4.3L gas V6 engine. Reference the Engine/Axle page for availability.)
Body, standard (STD)
Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.)

EXTERIOR

Door, swing-out passenger-side, 60/40 split (STD)
Tire, spare LT245/75R16E all-season, blackwall located at rear underbody of vehicle (STD)

ENTERTAINMENT

Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (STD) (Not available with (U2K) SiriusXM Radio or (WP9) Communications Package.)
--

INTERIOR

Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (STD) (Requires (**W) interior trim.)
Seating arrangement, driver and front passenger high-back buckets, with head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal airbag.)

GVWR

GVWR, 8600 lbs. (3901 kg) (Reference the Engine/Axle page for availability.)
--

WHEELS

Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare
--

ADDITIONAL EQUIPMENT

Power Convenience Package includes (A31) power windows and (AU3) power door locks
Rear wheel drive
Cooling, external engine oil cooler
Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power
Alternator, 105 amps (Not available with (Y3H) Paratransit Package, (C69) rear air conditioning or (9L7) Wiring junction block equipment accessory.)
Frame, full-length box ladder-type
Suspension, front independent with coil springs and stabilizer bar
Suspension, rear hypoid drive axle with multi-leaf springs
Steering, power
Brakes, 4-wheel antilock, 4-wheel disc
Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L)
Exhaust, aluminized stainless-steel muffler and tailpipe
Tires, front LT245/75R16E all-season, blackwall
Tires, rear LT245/75R16E all-season, blackwall
Bumpers, front and rear painted Black with step-pad
Headlamps, dual halogen composite

Mirrors, outside heated power-adjustable, Black, manual-folding
Glass, Solar-Ray light-tinted, all windows
Wipers, front intermittent wet-arm with pulse washers
License plate kit, front
Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)
Console, engine cover with open storage bin
Floor covering, full-length Black rubberized-vinyl (Not available with (RFM) rear floor covering delete or (PCH) Hotel Shuttle Package.)
Steering wheel, steel sleeve column with theft-deterrent locking feature, Black
Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure
Oil life monitor
Warning tones, headlamp on and key-in-ignition
Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped.
Door locks, power with lock-out protection (Included with (ZQ2) Power Convenience Package. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)
Windows, power (Included with (ZQ2) Power Convenience Package.)
Tow/haul mode selector, instrument panel-mounted
Theft-deterrent system, vehicle, PASS-Key III
Power outlets, 2 auxiliary on engine console cover with covers, 12-volt
Power outlet, 120-volt
Air conditioning, single-zone manual
Defogger, side windows
Cup holders, 3 on the engine console cover
Trim panels, hinged rear side doors and hinged rear doors (Not available with (Y3H) Paratransit Package.)
Mirror, inside rearview includes Rear Vision Camera display
Headliner, cloth, over driver and passenger
Visors, driver and front passenger, vinyl
Assist handles, driver and right-front passenger
Lighting, interior with 4 dome lights 1 overhead and 3 LED's on cross members in cargo area, includes defeat switch and door handle-activated switches
Cargo tie-downs 6 D-ring attachments on cargo area floor (Not available with (Y3H) Paratransit Package or (ZP6) 5-passenger Express Crew Van.)
Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)
Brake/transmission shift interlock, for automatic transmissions
Hill Start Assist
StabiliTrak, traction assistance and vehicle stability enhancement system
Door beams, steel-side
Daytime Running Lamps
Airbags, frontal, front driver and right front passenger (Includes passenger-side airbag deactivation switch. Included with (ZX2) driver and right front passenger high-back bucket seats or (ZP6) 5-passenger Express Crew Van Package. Not available with (ZX1) driver only high-back bucket seat or (AJ3) driver-side only frontal airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbags, seat-mounted side-impact for driver and right-front passenger and roof-rail mounted head-curtain for 1-row coverage with (ZX1) driver only high-back bucket seat or (ZX2) driver and right-front passenger high-back bucket seats, and 2-row coverage with (ZP6) 5-passenger Express Crew Van Package (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbag deactivation switch, frontal passenger-side (Not available with (AJ3) driver only airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
Rear Vision Camera display integrated into rearview mirror (Display included with (DRJ) inside rearview mirror.)
Tire Pressure Monitoring System (does not apply to spare tire)

CERTIFICATE OF FUNDS

In the Matter of: National Auto Fleet- 9 Vehicles

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

Account # 430-7750-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/10/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE NINE (9) VEHICLES FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR VARIOUS CITY DEPARTMENTS AND DIVISIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City desires to purchase a total of nine (9) vehicles, of which three (3) will be additions for the Planning, Building, and Engineering Departments, and six (6) will be replacements, and are listed below:

<u>Additional Vehicles</u>	<u>Cost</u>	<u>Department / Division</u>
2024 Chevrolet Equinox SUV	\$29,031.61	Engineering
2024 Chevrolet Equinox SUV	\$29,031.61	Planning
2024 Chevrolet Equinox SUV	\$29,031.61	Building
<u>Replacement Vehicles</u>	<u>Cost</u>	<u>Department / Division</u>
2024 Chevrolet Equinox SUV	\$29,031.61	Wastewater Treatment Plant
2024 Chevrolet C3500 pickup truck	\$45,808.80	Forestry
2024 Chevrolet C3500 pickup truck	\$45,808.80	Street
2024 Chevrolet C3500 cab and chassis truck	\$44,430.43	Municipal Buildings
2024 Chevrolet K1500 pickup truck	\$48,270.12	Fire Department
2024 Chevrolet G2500 cargo van	<u>\$41,611.30</u>	Parks & Public Realm
\$342,055.91		

WHEREAS, five (5) of the vehicles to be replaced that have exceeded their expected lifecycle will be presented to the City Commission for disposal at a future meeting and one of the vehicles to be replaced will be issued to another department; and

WHEREAS, Sourcewell’s (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase nine (9) vehicles that have been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

WHEREAS, the total cost for the nine (9) vehicles is \$342,055.91 and will be paid with Capital Improvement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed immediately so the vehicles can be received and utilized at the 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 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 expend funds for the purchase four (4) 2024 Chevrolet Equinox SUVs at a cost of \$29,031.61 per vehicle, two (2) 2024 Chevrolet C3500 Pickup Trucks at a cost of \$45,808.80 per vehicle, one (1) 2024 Chevrolet C3500 Cab and Chassis Truck at a cost of \$44,430.43, one (1) 2024 Chevrolet K1500 Pickup Truck at a cost of \$48,270.12, and one (1) 2024 Chevrolet G2500 Cargo Van at a cost of \$41,611.30, through the Sourcewell Cooperative Purchasing Program (Contract 091521-NAF) from National Auto Fleet Group of Watsonville, California, for various City Departments and Divisions at a total amount **not to exceed** Three Hundred Forty-Two Thousand Fifty-Five and 91/100 Dollars (\$342,055.91).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and 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: August 14, 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: August 2, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to accept grant funds in the amount of \$11,759.94 from the Ohio Department of Public Safety, Office of Criminal Justice Services and expend funds to Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255, for the purchase of five (5) body worn cameras for the Police Department.

BACKGROUND INFORMATION: In the fall of 2022, the City applied for grant funds through the 2023 Body Worn Camera Grant Program for the purchase of five (5) Body Worn Cameras (BWC) for the Department.

In January of 2023, the Department was notified of awarded grant funds through the Ohio Office of Criminal Justice Services (Subgrant Number 2023 -BW-LEC-3149) in the amount of \$11,759.94. These funds are to be used to reimburse the Department for the purchase of the five body worn cameras.

Axon is the current supplier for the Police Department's Body Worn Cameras, Cruiser Audio and Video Recording, and Tasers and having a single supplier approach allows for a single digital evidence management system where all of the Police Department's devices can be synchronized and centrally activated. Axon Enterprise, Inc. is the sole source provider for Axon Body Worn Cameras.

BUDGETARY INFORMATION: The total cost for the five (5) body worn cameras is \$11,759.97 and will initially be paid with funds from the Police Department's operating budget. Subsequent to payment, the City will be reimbursed for the cost of the body worn cameras in the amount of \$11,759.94.

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to accept grant funds in the amount of \$11,759.94 and expend funds in the amount of \$11,759.97 for the purchase of five (5) body worn cameras to Axon Enterprise, Inc., 17800 N 85th St., Scottsdale Arizona, 85255. It is further requested that this legislation be passed as an emergency in accordance with Section 14 of the City Charter in order to make payment for the body worn cameras and allow for the reimbursement of funds in a timely manner.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, Interim City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Axon- Body Cameras

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

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/10/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$11,759.97 FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY, OFFICE OF CRIMINAL JUSTICE SERVICES (OCJS) THROUGH THE 2023 BODY WORN CAMERA GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY GRANT AGREEMENTS; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR THE PURCHASE OF FIVE (5) BODY WORN CAMERAS FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the use of Body Worn Cameras (BWC) is a critical tool in safe guarding the actions and rights of citizens and police officers throughout the Country and provides an impartial measurement for self-critique and field evaluation during officer training and enhances the public trust by preserving factual representations of officer-citizen interactions in the form of video and audio recordings; and

WHEREAS, in the fall of 2022, the City applied for grant funds through the 2023 Body Worn Camera Grant Program for the purchase of five (5) body worn cameras for the Police Department and was notified by the Ohio Department of Public Safety, Office of Criminal Justice Services in January of 2023, that the City was awarded grant funding in the amount of \$11,759.94; and

WHEREAS, Axon is the current supplier for the Police Department's Body Worn Cameras, Cruiser Audio and Video Recording, and Tasers which provides a single digital evidence management system and a single pane of glass to view incidents and cases, while sharing information seamlessly online, and an additional benefit of having a single supplier approach is all of the Police Department's devices can be synchronized and centrally activated; and

WHEREAS, Axon Enterprise, Inc. is the sole source provider for Axon Body Worn Cameras; and

WHEREAS, the total cost for the five (5) Axon body worn cameras is \$11,759.97, and will initial be paid with funds from the Police Department's operating budget, of which \$11,759.94 will be reimbursed from the Ohio Department of Public Safety, Office of Criminal Justice Services through the 2023 Body Worn Camera Grant Program; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment for the body worn cameras and allow for the reimbursement of funds 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to accept grant funds from the Ohio Department of Public Safety, Office of Criminal Justice Services through the 2023 Body Worn Camera Grant Program for the purchase of body worn cameras for the Sandusky Police Department, in the amount of Eleven Thousand Seven Hundred Fifty-Nine and 94/100 Dollars (\$11,759.94) and to execute any grant agreement between the City of Sandusky and the Ohio Department of Public Safety, Office of Criminal Justice Services in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

Section 2. The City Manager is authorized and directed to expend funds for the purchase of Five (5) Body Worm Camera from Axon Enterprise, Inc. of Scottsdale, Arizona, for the Police Department, at an amount **not to exceed** Eleven Thousand Seven Hundred Fifty-Nine and 97/100 Dollars (\$11,759.97), pursuant to and in accordance with the 2023 Body Worn Camera Grant Program.

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

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

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter 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: August 14, 2023