



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 28, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

4:30 PM RECEPTION

CELEBRATION FOR NEW CITY MANAGER – JOHN ORZECH

INVOCATION

Mr. Poggiali

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

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

APPROVAL OF MINUTES

August 14, 2023 Regular Meeting

AUDIENCE PARTICIPATION

SWEARING IN

City Manager – John Orzech, Firefighter – Andrew Johnson

PROCLAMATION

Alzheimer's and Brain Awareness Month September 2023

PRESENTATION

Recreation Center Update, Nancy Nozik, Brandstetter-Carroll

COMMUNICATIONS

Motion to accept all communications submitted below.

CURRENT BUSINESS

CONSENT AGENDA

ITEM A – Submitted by Aaron Klein, Public Works Director

APPROVAL OF WETLANDS MITIGATION PURCHASE AGREEMENT WITH PEARSON

Budgetary Information: The cost is \$55,000 per acre for a total cost of \$137,500 that would be paid from the Capital Projects Fund. An initial payment of \$20,625 (15%) must be made when the agreement is signed to reserve the necessary wetland credits for six months while the Section 404 and 401 permits are being reviewed by the Army Corps of Engineers and Ohio EPA. The remaining \$116,875 shall be remitted upon receipt of the 404/401 permits. If the permits are not approved, the down payment will be returned.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for wetlands mitigation credits with Streams + Wetlands Foundation for the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM B – Submitted by Aaron Klein, Public Works Director

APPROVAL OF WETLANDS MITIGATION PURCHASE AGREEMENT WITH BLACK-ROCKY

Budgetary Information: The cost is \$65,000 per acre for a total cost of \$39,000 that would be paid from the Capital Projects Fund. An initial payment of \$5,850 (15%) must be made when the agreement is signed to reserve the necessary wetland credits for six months while the Section 404 and 401 permits are being reviewed by the Army Corps of Engineers and Ohio EPA. The remaining \$33,150 shall be remitted upon receipt of the 404/401 permits. If the permits are not approved, the down payment will be returned.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for wetlands mitigation credits with Streams + Wetlands Foundation for the Landing Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM C – Submitted by Aaron Klein, Public Works Director

APPROVAL OF EMERGENCY PURCHASE & INSTALL OF TRAFFIC LIGHTS

Budgetary Information: The cost of \$43,138.00 for the traffic cabinet and equipment from Path Master, Inc., and \$8,310.00 for installation performed by National Light & Power will be paid with Traffic funds. All costs associated with the repair will be billed to the driver's insurance company.

1. ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route 4 (Hayes Avenue) and West Perkins Avenue; authorizing and directing the City Manager and/or the Finance Director to expend funds to Path Master, Inc. of Twinsburg, Ohio, in the amount of \$43,138.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

2. ORDINANCE NO. _____: It is requested an ordinance be passed ratifying the emergency installation of a new traffic cabinet and equipment for the intersection at U.S. Route 4 (Hayes Avenue) and West Perkins Avenue; authorizing and directing the City Manager and/or the Finance Director to expend funds to National Light & Power, Inc., of Sandusky, Ohio, in the amount of \$8,310.00; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by Josh Snyder, Public Works Engineer

AMENDMENT TO FUNDING SPLITS ON CHANGE ORDER #1 & FINAL FOR MEIGS STREET PROJECT

Budgetary Information: The original contract with Underground Utilities Inc., was \$1,808,344.80. Change Order #1 in an overall increase of \$41,646.13, increasing the contract total to \$1,849,990.93. The change order increases the amount to be paid with ODOT Funds in the amount of \$19,791.65; Sewer Funds in the amount of

\$7,022.67; and Issue 8 Street Funds in the amount of \$15,703.71 and Water Funds will be decreased in the amount of \$871.90.

	ODOT	Issue 8	Water	Sewer	
Original	\$ 829,823.84	\$ 179,807.96	\$ 500,562.00	\$ 298,151.00	\$ 1,808,344.80
CO1 Amendment	\$ 849,615.49	\$ 195,511.67	\$ 499,690.10	\$ 305,173.67	\$ 1,849,990.93
Final CO Numbers	\$ 19,791.65	\$ 15,703.71	\$ (871.90)	\$ 7,022.67	\$ 41,646.13

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 23-146, passed on July 10, 2023; authorizing and directing the City Manager to approve the first & final change order for work performed by Underground Utilities, Inc. of Monroeville, Ohio, for the Meigs Street Reconstruction & Multi-Use Path Project in the amount of \$41,646.13; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

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

APPROVAL OF ASPHALT PURCHASE FROM ERIE MATERIALS

Budgetary Information: The budgeted costs for asphalt materials for 2023 as approved in the Operations & Maintenance and Capital Improvement Plan budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital Funds	\$ 110,000.00
Sewer Maintenance O&M	\$ 11,200.00
Water Distribution O&M	\$ 37,000.00
Street Division O&M	\$ 39,200.00
	\$ 197,400.00

A portion of the O&M budgets has already been expended to purchase maintenance materials via the current appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from the City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Erie Materials, Inc., of Sandusky, Ohio, for asphalt and paving material to be supplied for in-house street repairs and projects in calendar year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Michelle Reeder, Finance Director

APPROVAL OF SUBMERGED LAND LEASE PAYMENT FOR SANDUSKY SAILING CLUB

Budgetary Information: This submerged land lease is payable by the City of Sandusky as the lease holder. The Sandusky Sailing Club will reimburse the City for the cost of the lease pursuant to their Lease agreement with the City. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City’s behalf.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for rental payment on submerged lands lease file no. SUB-0530-ER for the period of September 1, 2023, through August 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Cody Browning, IT Manager

APPROVAL OF PRINT SERVICES AGREEMENT AND LEASE WITH COMDOC & XEROX

Budgetary Information: The cost for printing services and the lease of equipment for a 60-month period will be \$112,080 and will be paid by the IT operating budget in the amount of \$56,040, by the Water Fund in the amount of \$28,020, and by the Sewer Fund in the amount of \$28,020.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a sales and services agreement with ComDoc Inc., of North Canton, Ohio, and a printer equipment lease with Xerox Financial Services LLC of Norwalk, Connecticut; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM H – Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING GIFT OF DEED OF 805 N. DEPOT STREET INTO LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of this acquisition will be approximately two hundred dollars (\$200.00) to pay for the property lien search and transfer fees. The taxing districts will not collect future taxes until the property is put back into tax producing status.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property, identified as Parcel No. 58-02827.000, located at 805 N. Depot Street, as a gift of deed for acquisition into the Land Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

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

APPROVAL OF AGREEMENT FOR LEAD PAINT REMOVAL PROGRAM WITH HEALTH DEPARTMENT

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$85,906.56 for the Lead Paint Removal Program for the CDBG Program Year FY2021 (\$35,906.56) and FY23 (\$50,000). This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a subrecipient agreement with the Erie County Health Department for their Lead Paint Removal Program and to expend an amount not to exceed \$85,906.56 from the FY2021 and FY2023 Community Development Block Grant (CDBG) funds; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM J – Submitted by Mario D’Amico, Fire Chief

APPROVAL & RATIFICATION OF COMMUNITY FOUNDATION GRANT APPLICATION FOR LOCK BOXES

Budgetary Information: The total amount of the grant funds applied for is \$3650.00. This grant, if awarded, is 100% funded by the Erie County Community Foundation. There are no matching funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application to the Erie County Community Foundation to purchase Roper Lock Boxes for the Fire Department’s Residential Lock Box Program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM K – Submitted by James Stacey, Transit Administrator

APPROVAL OF FEDERAL TRANSIT GRANT APPLICATION

Budgetary Information: The FTA 5307 Urbanized Area Apportionment Program will account for approximately 50% of STS annual operating budget and 80% of STS annual maintenance budget. The remaining 50% of operating expenses and the remaining 20% of maintenance expenses will be paid by a combination of local matching funds consisting of special interest contracts, the City General Fund, and the Transit Reserve Fund.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Federal Transit Administration for federal assistance through the FY 2024 Urbanized Area Formula Funding Program for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF OPWC GRANT APPLICATION FOR CAMP STREET PROJECT

Budgetary Information: There is no cost to submit the application. The cost of this project is estimated to be \$360,573.00 and the City will be requesting a combination of OPWC grant and loan funds in the amount of \$175,000.00. The City’s total portion of the project \$185,573.00 would be funded with Capital Projects Funds, American Rescue Plan Act Funds, and/or annual resurfacing funds from the City’s 2024 budget.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission (OPWC) in order to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Camp Street Resurfacing and Reconstruction Project – Monroe Street to Perkins Avenue; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL OF OPWC GRANT APPLICATION FOR DOWNTOWN STREET PAVING PROJECT

Budgetary Information: There is no cost to submit the application. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at \$492,615.00. The City is planning to apply for \$175,000 of OPWC funds. The City’s portion of the project is \$317,615 and will be paid with annual resurfacing funds from the City’s 2024 budget.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing the submission of an application by the City Manager for financial assistance and to enter into a project agreement with the Ohio Public Works Commission (OPWC) in order to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Downtown Street Paving Project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Megan Stookey, Project Manager

PERMISSION TO BID 2023 JAYCEE & WASHINGTON PARKS CONCRETE PROJECT

Budgetary Information: The engineer’s estimate for the 2023 Jaycee and Washington Park Concrete Project is \$44,908 which shall be paid for with \$29,451 in donated funds from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$11,457 in donated funds from the Mylander Foundation, and \$4,000 from the Friends of the Sandusky Greenhouse Funds donated from the Wightman-Wieber Charitable Foundation.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed 2023 Jaycee and Washington Park Concrete Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation

thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by James Stacey, Transit Administrator

APPROVAL OF AGREEMENT FOR STS MAINTENANCE COMPLEX LIGHTING PROJECT WITH SOUTH SHORE

Budgetary Information: The total cost of the work shall not exceed \$17,400.00 and will be fully reimbursed with Ohio Transportation Partnership Program (OTP2) funds from the Ohio Department of Transportation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with South Shore Electric, Inc. of Elyria, Ohio, for the Sandusky Transit Maintenance Complex Lighting Upgrade Project for the Sandusky Transit System; 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 ASBESTOS ABATEMENT & DEMOLITION OF 917 JACKSON STREET EXTENSION PROJECT

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses is anticipated to exceed \$10,000. The initial cost for the demolition and asbestos abatement will be paid with Special Assessment Nuisance Funds which will be reimbursed by the Erie County Health Department through an MOU.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Asbestos Abatement and Demolition of 917 Jackson Street Extension Project; directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Michelle Reeder, Finance Director

APPROVAL OF AGREEMENT FOR ANNUAL AUDITS FOR FY2023-2027 WITH REA & ASSOCIATES

Budgetary Information: The total cost to complete our audit for fiscal years 2023 through 2027 will be \$279,090 and is detailed below. The annual audit fee for will be split 50% to be paid by the General Fund, 25% by the Water Fund, and 25% by the Sewer Fund.

<u>Fiscal Year</u>	<u>Annual Fee</u>
2023	\$54,000.00
2024	\$55,800.00
2025	\$54,720.00
2026	\$56,430.00
2027	\$58,140.00
Total	\$279,090.00

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a memorandum of agreement between the Auditor of State, City of Sandusky, and Rea & Associates, Inc., of New Philadelphia, Ohio, for auditing services for the fiscal years 2023-2027; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 – Ordered In

EMPLOYMENT AGREEMENT BETWEEN CITY AND JOHN ORZECZ

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving the execution of an employment agreement between the City of Sandusky and John T. Orzech, Jr.; 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” 



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager
From: Aaron Klein, Director of Public Works
Date: August 15, 2023
Subject: Commission Agenda Item – Wetlands Mitigation Purchase Agreement

Items for Consideration: Legislation authorizing the City Manager to enter into an agreement with the Stream + Wetlands Foundation to purchase 2.5 acres of Category 3 wetland mitigation credit from Pearson Wetland Mitigation Bank for The Landing.

Background Information: Alignments for the Sandusky Bay Pathway east of Cedar Point Drive and associated acquisition are complete following the approved Landing Park and Sandusky Bay Pathway Master Plans. The next step for The Landing is for Environmental Design Group (EDG) to pursue various environmental permits, surveys, and approvals on behalf of the City with a timeline of publicly bidding in the summer of 2024.

The wetland delineation was originally completed in 2018 and was updated in 2022. There are a total of 51 acres of wetlands on The Landing site with 1.2 acres being permanently impacted. There are no mitigation banks within the Sandusky River Watershed that would accommodate the type of coastal wetlands being impacted. Therefore, EDG is working with the United States Army Corps of Engineers (USACE) to obtain approval for the City to purchase credits in adjacent watersheds. Antidegradation rules require increased acreage ratios based on a variety of circumstances, including procurement of credits outside of the impacted watershed. Hence, the City must purchase more credits than the 1.2 acres that will be impacted. Our mitigation plan proposes 3.1-acres of wetland mitigation credits based on mitigation ratios set forth by the USACE.

The Pearson Metroparks Mitigation Bank (Pearson), managed by Stream + Wetlands Foundation in Lancaster, Ohio, is located in the city of Oregon, Lucas County, Ohio servicing the Ottawa River Watershed. This mitigation bank has a permanent conservation easement held by The Black Swamp Conservancy. Staff is recommending purchasing all of the available 2.5 acres of non-forested, Category 3 wetland mitigation credits from Stream + Wetlands Foundation at the Pearson bank as per the attached agreement. Because of the ratios established in the regulations, this would leave 0.1 acres of forested credits and 0.5 acres of non-forested credits that must be obtained to cover the remaining mitigation needs. EDG continues to seek other opportunities to comply with these requirements.

The Stream + Wetlands Foundation has agreed to hold these credits for approximately one week after the August 28, 2023 City Commission meeting. Hence, it is important to expedite the 15% down payment detailed below.

Budgetary Information: The cost is \$55,000 per acre for a total cost of \$137,500 that would be paid from the Capital Projects Fund. An initial payment of \$20,625 (15%) must be made when the agreement is signed to reserve the necessary wetland credits for six months while the Section 404 and 401 permits are being reviewed by the Army Corps of Engineers

and Ohio EPA. The remaining \$116,875 shall be remitted upon receipt of the 404/401 permits. If the permits are not approved, the down payment will be returned.

Action Requested: It is requested that the proper legislation be prepared to allow the city manager to enter into a Wetland Mitigation Purchase Agreement at the Pearson Wetlands Mitigation Bank with the Stream + Wetlands Foundation to purchase 2.5 acres of non-forested Category 3 wetland mitigation credits for The Landing and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to process the downpayment and secure these credits prior to September 9, 2023.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; J. Harris, Interim Law Director; M. Reeder, Finance Director



123 South Broad Street, Suite 238
P.O. Box 369
Lancaster, Ohio 43130
T: (740) 654-4016
F: (740) 689-0890

VIA EMAIL (jorzech@cityofsandusky.com)

August 10, 2023

Mr. John Orzech
City Manager
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

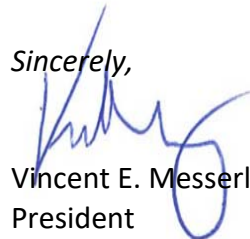
RE: The Landing Site, Wetland Mitigation Purchase Agreement
ACCT: PMP-207

Dear Mr. Orzech:

Please find enclosed a partially executed wetland mitigation purchase agreement for the purchase of 2.5 acres of Category 3 wetland mitigation credit from our Pearson Wetland Mitigation Bank, for The Landing site located on Cleveland Road. The City of Sandusky is proposing to impact 1.168 acres of Category 3 jurisdictional wetlands at this site.

Please return a fully executed copy of the agreement along with a 15% deposit payment of \$20,625 within the next 30 days (by September 9, 2023). The remaining balance is due as per the terms of the attached agreement.

Thank you very much for allowing Stream + Wetlands Foundation to assist you with the wetland mitigation needs of this project. Please feel free to contact me any time if you need further assistance.

Sincerely,

Vincent E. Messerly, P.E.
President

Cc: Brian Loushin, EDG (bloushin@envdesigngroup.com)

CERTIFICATE OF FUNDS

In the Matter of: Pearson- Wetlands Mitigation

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 # 431-6505-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR WETLANDS MITIGATION CREDITS WITH STREAMS + WETLANDS FOUNDATION FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, Environmental Design Group, LLC is in the process of pursuing various environmental permits, surveys, and approvals on behalf of the City in order to complete the next step of the Landing Project, including wetland delineation; and

WHEREAS, the wetland delineation was originally completed in 2018 and was updated in 2022, and there are a total of 51 acres of wetlands on the Landing site with 1.2 acres being permanently impacted, but there are no mitigation banks within the Sandusky River Watershed that would accommodate the type of coastal wetlands being impacted; and

WHEREAS, Environmental Design Group, LLC is working with the United States Army Corps of Engineers to obtain approval for the City to purchase credits in adjacent watersheds, including from the Pearson Metroparks Mitigation Bank; and

WHEREAS, to facilitate the next step of the Landing Project, the City desires to enter into an agreement with Streams + Wetlands Foundation, of Lancaster, Ohio, for wetland mitigation credits; and

WHEREAS, through this mitigation credits purchase, the City will be allowed to purchase 2.5 acres of non-forested, Category 3 wetland mitigation credits through the Stream + Wetlands Foundation; and

WHEREAS, the total cost of the mitigation purchase agreement is not to exceed \$137,500.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expend the funds for the down payment required by the agreement and secure the credits prior to September 9, 2023; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Streams + Wetlands Foundation, for the purchase of wetland mitigation credits, attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$137,500.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023

**WETLAND MITIGATION PURCHASE AGREEMENT
PEARSON WETLANDS MITIGATION BANK**

WHEREAS, entities proposing to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111 including, in many cases, the mitigation of wetland impacts; and

WHEREAS, the Stream + Wetlands Foundation ("S+W") has participated in the Interagency Review Team ("IRT") review process and received approval from the IRT (which includes the Corps and Ohio EPA) to establish the Pearson Wetlands Mitigation Bank and to sell wetland mitigation credits to entities required to mitigate for impacts to wetlands pursuant to the Section 404/401 permit process and Ohio's Isolated Wetland Permit process; and

WHEREAS, the Corps and the Ohio EPA have agreed to consider the purchase of wetland mitigation credits in an appropriate service area approved by the IRT to fulfill an entity's requirement to mitigate wetland impacts.

THEREFORE, the City of Sandusky ("Client") and S+W agree they will comply with the following guidelines and procedures by which Client will purchase wetland mitigation credits from S+W, representing the restoration of wetlands in the State of Ohio which will be permanently maintained and which will serve to mitigate wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and in accordance with ORC Chapter 6111.

I. RESERVATION OF CREDITS AND PAYMENT TERMS FOR THE CLIENT

A. Pursuant to the requirements of Sections 401 and 404 of the Clean Water Act and the regulations promulgated thereunder and/or ORC Chapter 6111, Client is obligated to mitigate for impacts to 1.168 acres of non-forested jurisdictional wetlands at The Landing site located at on Cleveland Road in the City of Sandusky, Erie County, Ohio. Based on the sale price of \$55,000 per acre of mitigation credit, the Client hereby agrees to pay S+W the amount of \$137,500 in consideration for the purchase of 2.5 Category 3 wetland mitigation credits (as defined in OAC 3745-1-54) that have developed at the Pearson Wetlands Mitigation Bank based on achieved Vegetation Index of Biotic Integrity for Wetlands scores (VIBI). S+W will reserve the necessary wetland credits for a period of six (6) months (the "Reservation Period") upon receipt of a signed Purchase Agreement and a deposit payment of \$20,625 (equal to 15% of the total expected sale price). If Client has not received the necessary approvals pursuant to Section 404 and/or 401 of the Clean Water Act or the Ohio Isolated Wetland Permit program during the Reservation Period, S+W will extend the Reservation Period for an additional 6-months upon receipt of an additional 15% deposit received prior to the expiration of the initial 6-month Reservation Period. The remaining balance shall be paid within 12-months of the date of this contract.

B. If the remaining balance is not paid in full within 12-months, the Client, at their sole discretion, may extend the Reservation Period an additional 12 months under the following terms:

- 1) Client notifies S+W in writing of its intent to extend the agreement beyond the second Reservation Period not less than 30 days after the expiration of the second Reservation Period.
- 2) At the end of the second Reservation Period, the unit price of the credits will change to match the current unit price for credits from the Pearson Bank Wetlands Mitigation Bank.

- 3) Client completes a third deposit payment not less than 30 days after the expiration of the second Reservation Period. The third deposit payment shall be equal to forty-five percent of the total purchase price, based on the current unit cost, less previous deposit payments.
- 4) All deposit payments made by Client shall be applied towards the remaining balance due based current unit cost of the credits.

C. The Client's initial 15% deposit is refundable if within the initial 6-month Reservation Period the Corps or the Ohio EPA denies Client's request for a permit for the wetland impact or if Client elects to withdraw their permit application, provided the Client notifies S+W in writing of the denial of its permit or its intention to withdraw its permit application prior to the expiration of the initial 6-month Reservation Period. After the initial 6-month Reservation Period all deposit payments are non-refundable and shall be retained by S+W. If the Reservation Period expires due to lack of timely completion of additional deposit payments after the initial 6-month Reservation Period, the wetlands credits will no longer be reserved for Client but will be available on a first-come basis to all clients of S+W. S+W will provide written notification of the termination of this Agreement to the Corps and/or Ohio EPA as applicable.

D. **Within thirty (30) days of issuance of the latter of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification or Ohio Isolated Wetland Permit, Client will tender the outstanding balance of the cost of the mitigation credits.** Upon permit issuance, Client will provide S+W with a copy of the Section 404 permit and, if applicable, the Section 401 Certification or the Ohio Isolated Wetland Permit. The Permit Issuance Date is the date of the wetland fill permit (Isolated Wetlands Permit, Clean Water Act Section 401/404 permits) issued for the project. If more than one wetland fill permit is required for the project identified in this agreement then the date of the last permit to be issued permit shall be considered as the Permit Issuance Date. If payment is not received by S+W by the end of the thirtieth day after the Permit Issuance Date the Client will be considered to be in **Default of Payment**. Should the Client be in Default of Payment, a **late payment penalty** of \$500 or 2.0% interest per month, whichever is greater, shall be applied to the outstanding balance from the Permit Issuance Date for each month or portion thereof until payment is received in full. It is the sole responsibility of the Client to ensure that they adhere to the terms of this agreement, including timely payment, and to the terms of the permit(s) issued to the Client for the project described in paragraph I(A).

E. If the Client is in Default of Payment for greater than sixty days (i.e. more than 90 days from Permit Issuance Date), this agreement shall be terminated and the credits will not be reserved for the Client and all payments shall be forfeited to S+W as its sole remedy for liquated damages. In this case, the Client, the Corps and/or Ohio EPA (as applicable) shall be notified by S+W that this agreement has been terminated and the credits are no longer reserved for the Client.

F. The Client shall have no other obligation other than the payments detailed in this agreement for future maintenance or remedial measures of the Pearson Wetlands Mitigation Bank.

II. OBLIGATIONS OF STREAM + WETLANDS FOUNDATION

A. S+W has available for sale mitigation credits at the Pearson Wetlands Mitigation Bank which have been approved by the IRT to mitigate for certain wetland impacts.

B. In consideration for the payment of \$137,500 (plus penalties, if applicable, as per paragraph I(C) of this Agreement) by Client, S+W hereby agrees to provide 2.5 acres of Category 3 wetland mitigation credits (as per paragraph I(A) of this agreement) at the Pearson Wetlands Mitigation Bank for the benefit of Client hereunder. S+W shall have all responsibility for assuring the restoration and the monitoring and maintenance of the wetlands as provided herein.

C. S+W will provide written confirmation to the Client that full payment has been received for the purchase of wetland mitigation credits specified in this agreement.

III. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between S+W and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

STREAM + WETLANDS FOUNDATION

Signed By: Vincent E. Messerly, President

Date: August 10, 2023

123 South Broad Street, Suite 238
P.O. Box 369
Lancaster, OH 43130

CLIENT : CITY OF SANDUSKY

Signed By: _____

Printed Name: John Orzech

Title: City Manager

Date: _____

Address: 240 Columbus Ave
Sandusky, OH 44870

E-mail: jorzech@cityofsandusky.com

CLIENT'S CONSULTING FIRM

Firm Name: Environmental Design Group

Contact Name: Brian Loushin

Address: 7965 N High St
Columbus, OH 43235

E-mail: bloushin@envdesigngroup.com

Phone Number: 614-352-2752



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Aaron Klein, Director of Public Works

Date: August 16, 2023

Subject: Commission Agenda Item – Wetlands Mitigation Purchase Agreement

Items for Consideration: Legislation authorizing the City Manager to enter into an agreement with the Stream + Wetlands Foundation to purchase 0.6 acres of Category 3 wetland mitigation credit from Black-Rocky Umbrella Mitigation Bank Instrument (UMBI) for The Landing.

Background Information: Alignments for the Sandusky Bay Pathway east of Cedar Point Drive and associated acquisition are complete following the approved Landing Park and Sandusky Bay Pathway Master Plans. The next step for The Landing is for Environmental Design Group (EDG) to pursue various environmental permits, surveys, and approvals on behalf of the City with a timeline of publicly bidding in the summer of 2024.

The wetland delineation was originally completed in 2018 and was updated in 2022. There are a total of 51 acres of wetlands on The Landing site with 1.2 acres being permanently impacted. There are no mitigation banks within the Sandusky River Watershed that would accommodate the type of coastal wetlands being impacted. Therefore, EDG is working with the United States Army Corps of Engineers (USACE) to obtain approval for the City to purchase credits in adjacent watersheds. Antidegradation rules require increased acreage ratios based on a variety of circumstances, including procurement of credits outside of the impacted watershed. Hence, the City must purchase more credits than the 1.2 acres that will be impacted. Our mitigation plan proposes 3.1-acres of wetland mitigation credits based on mitigation ratios set forth by the USACE.

The Black-Rocky UMBI, managed by Stream + Wetlands Foundation in Lancaster, Ohio, is located in Grafton, Lorain County, Ohio servicing the Black River and Rocky River Watersheds. Staff is recommending purchasing 0.1 acres of forested and 0.5 acres of non-forested, Category 3 wetland mitigation credits from Stream + Wetlands Foundation at the Grafton UMBI as per the attached agreement. If approved by USACE and Ohio EPA, this would meet all mitigation requirements for project-related wetlands.

The Stream + Wetlands Foundation has agreed to hold these credits for approximately one week after the August 28, 2023 City Commission meeting. Hence, it is important to expedite the 15% down payment detailed below.

Budgetary Information: The cost is \$65,000 per acre for a total cost of \$39,000 that would be paid from the Capital Projects Fund. An initial payment of \$5,850 (15%) must be made when the agreement is signed to reserve the necessary wetland credits for six months while the Section 404 and 401 permits are being reviewed by the Army Corps of Engineers and Ohio EPA. The remaining \$33,150 shall be remitted upon receipt of the 404/401 permits. If the permits are not approved, the down payment will be returned.

Action Requested: It is requested that the proper legislation be prepared to allow the city manager to enter into a Wetland Mitigation Purchase Agreement at the Black-Rocky Umbrella Mitigation Bank Instrument with the Stream + Wetlands Foundation to purchase 0.1 acres of forested and 0.5 acres of non-forested, Category 3 wetland mitigation credits for The Landing and that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to process the down payment and secure these credits prior to September 9, 2023.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; J. Harris, Interim Law Director; M. Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Black-Rocky Wetlands Mitigation

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 # 431-6505-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR WETLANDS MITIGATION CREDITS WITH STREAMS + WETLANDS FOUNDATION FOR THE LANDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, Environmental Design Group, LLC is in the process of pursuing various environmental permits, surveys, and approvals on behalf of the City in order to complete the next step of the Landing Project, including wetland delineation; and

WHEREAS, the wetland delineation was originally completed in 2018 and was updated in 2022, and there are a total of 51 acres of wetlands on the Landing site with 1.2 acres being permanently impacted, but there are no mitigation banks within the Sandusky River Watershed that would accommodate the type of coastal wetlands being impacted; and

WHEREAS, Environmental Design Group, LLC is working with the United States Army Corps of Engineers to obtain approval for the City to purchase credits in adjacent watersheds, including from the Grafton Swamp Wetlands Mitigation Bank as part of the Black-Rocky Umbrella Mitigation Bank Instrument; and

WHEREAS, to facilitate the next step of the Landing Project, the City desires to enter into an agreement with Streams + Wetlands Foundation, of Lancaster, Ohio, for wetland mitigation credits; and

WHEREAS, through this mitigation credits purchase, the City will be allowed to purchase 0.1 acres of forested and 0.5 acres of non-forested, Category 3 wetland mitigation credits through the Stream + Wetlands Foundation; and

WHEREAS, the total cost of the mitigation purchase agreement is not to exceed \$39,000 and will be paid from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expend the funds for the down payment required by the agreement and secure the credits prior to September 9, 2023; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Streams + Wetlands Foundation, for the purchase of wetland mitigation credits, attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Thirty Nine Thousand and 00/100 Dollars (\$39,000.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023

**WETLAND MITIGATION PURCHASE AGREEMENT
BLACK-ROCKY UMBRELLA MITIGATION BANK INSTRUMENT
GRAFTON SWAMP WETLANDS MITIGATION BANK**

WHEREAS, entities proposing to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111 including, in many cases, the mitigation of wetland impacts; and

WHEREAS, the Stream + Wetlands Foundation ("S+W") has participated in the Interagency Review Team ("IRT") review process and received approval from the IRT (which includes the Corps and Ohio EPA) to establish the Grafton Swamp Wetlands Mitigation Bank as part of the Black-Rocky Umbrella Mitigation Bank Instrument and to sell wetland mitigation credits to entities required to mitigate for impacts to wetlands pursuant to the Section 404/401 permit process and Ohio's Isolated Wetland Permit process; and

WHEREAS, the Corps and the Ohio EPA have agreed to consider the purchase of wetland mitigation credits in an appropriate service area approved by the IRT to fulfill an entity's requirement to mitigate wetland impacts.

THEREFORE, The City of Sandusky ("Client") and S+W agree they will comply with the following guidelines and procedures by which Client will purchase wetland mitigation credits from S+W, representing the restoration of wetlands in the State of Ohio which will be permanently maintained and which will serve to mitigate wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and in accordance with ORC Chapter 6111.

I. RESERVATION OF CREDITS AND PAYMENT TERMS FOR THE CLIENT

A. Pursuant to the requirements of Sections 401 and 404 of the Clean Water Act and the regulations promulgated thereunder and/or ORC Chapter 6111, Client is obligated to mitigate for impacts to 1.2 acres of jurisdictional wetlands and 0 acres of isolated wetlands at its The Landing site located at Cleveland Road in the City of Sandusky, Erie County, Ohio. Based on the sale price of \$65,000 per acre of mitigation credit, the Client hereby agrees to pay S+W the amount of \$39,000 in consideration for the purchase of 0.1 forested and 0.5 non-forested wetland mitigation credits at the Grafton Swamp Wetlands Mitigation Bank. S+W will reserve the necessary wetland credits for a period of six (6) months (the "Reservation Period") upon receipt of a signed Purchase Agreement and a deposit payment of \$5,850 (equal to 15% of the total expected sale price). If Client has not received the necessary approvals pursuant to Section 404 and/or 401 of the Clean Water Act or the Ohio Isolated Wetland Permit program during the Reservation Period, S+W will extend the Reservation Period for an additional 6-months upon receipt of an additional 15% deposit received prior to the expiration of the initial 6-month Reservation Period. The remaining balance shall be paid within 12-months of the date of this contract.

B. If the remaining balance is not paid in full within 12-months, the Client, at their sole discretion, may extend the Reservation Period an additional 12 months under the following terms:

- 1) Client notifies S+W in writing of its intent to extend the agreement beyond the second Reservation Period not less than 30 days after the expiration of the second Reservation Period.
- 2) At the end of the second Reservation Period, the unit price of the credits will change to match the current unit price for credits from the Grafton Swamp Bank Wetlands Mitigation Bank.

- 3) Client completes a third deposit payment not less than 30 days after the expiration of the second Reservation Period. The third deposit payment shall be equal to forty-five percent of the total purchase price, based on the current unit cost, less previous deposit payments.
 - 4) All deposit payments made by Client shall be applied towards the remaining balance due based current unit cost of the credits.
- C. The Client's initial 15% deposit is refundable if within the initial 6-month Reservation Period the Corps or the Ohio EPA denies Client's request for a permit for the wetland impact or if Client elects to withdraw their permit application, provided the Client notifies S+W in writing of the denial of its permit or its intention to withdraw its permit application prior to the expiration of the initial 6-month Reservation Period. After the initial 6-month Reservation Period all deposit payments are non-refundable and shall be retained by S+W. If the Reservation Period expires due to lack of timely completion of additional deposit payments after the initial 6-month Reservation Period, the wetlands credits will no longer be reserved for Client but will be available on a first-come basis to all clients of S+W. S+W will provide written notification of the termination of this Agreement to the Corps and/or Ohio EPA as applicable.
- D. **Within thirty (30) days of issuance of the latter of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification or Ohio Isolated Wetland Permit, Client will tender the outstanding balance of the cost of the mitigation credits.** Upon permit issuance, Client will provide S+W with a copy of the Section 404 permit and, if applicable, the Section 401 Certification or the Ohio Isolated Wetland Permit. The Permit Issuance Date is the date of the wetland fill permit (Isolated Wetlands Permit, Clean Water Act Section 401/404 permits) issued for the project. If more than one wetland fill permit is required for the project identified in this agreement then the date of the last permit to be issued permit shall be considered as the Permit Issuance Date. If payment is not received by S+W by the end of the thirtieth day after the Permit Issuance Date the Client will be considered to be in **Default of Payment**. Should the Client be in Default of Payment, a **late payment penalty** of \$500 or 2.0% interest per month, whichever is greater, shall be applied to the outstanding balance from the Permit Issuance Date for each month or portion thereof until payment is received in full. It is the sole responsibility of the Client to ensure that they adhere to the terms of this agreement, including timely payment, and to the terms of the permit(s) issued to the Client for the project described in paragraph I(A).
- E. If the Client is in Default of Payment for greater than sixty days (i.e. more than 90 days from Permit Issuance Date), this agreement shall be terminated and the credits will not be reserved for the Client and all payments shall be forfeited to S+W as its sole remedy for liquated damages. In this case, the Client, the Corps and/or Ohio EPA (as applicable) shall be notified by S+W that this agreement has been terminated and the credits are no longer reserved for the Client.
- F. The Client shall have no other obligation other than the payments detailed in this agreement for future maintenance or remedial measures of the Grafton Swamp Wetlands Mitigation Bank.

II. OBLIGATIONS OF STREAM + WETLANDS FOUNDATION

- A. S+W has available for sale mitigation credits at the Grafton Swamp Wetlands Mitigation Bank which have been approved by the IRT to mitigate for certain wetland impacts.
- B. In consideration for the payment of \$39,000 (plus penalties, if applicable, as per paragraph I(C) of this Agreement) by Client, S+W hereby agrees to provide 0.6 acre of Category 3 wetland mitigation credits (as per paragraph I(A) of this agreement) at the Grafton Swamp Wetlands Mitigation Bank for the benefit of Client hereunder. S+W shall have all responsibility for assuring the restoration and the monitoring and maintenance of the wetlands as provided herein.
- C. S+W will provide written confirmation to the Client that full payment has been received for the purchase of wetland mitigation credits specified in this agreement.

III. GENERAL PROVISIONS

- A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.
- B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.
- C. This Agreement is the entire agreement between S+W and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

STREAM + WETLANDS FOUNDATION

Signed By: _____

Vincent E. Messerly, President

Date: _____

123 South Broad Street, Suite 238

P.O. Box 369

Lancaster, OH 43130

CLIENT City of Sandusky

Signed By: _____

Printed Name: John Orzech

Title: City Manager

Date: _____

Address: 240 Columbus Ave

Sandusky, OH 44870

E-mail: jorzech@cityofsandusky.com

Telephone: _____

CLIENT'S CONSULTING FIRM

Firm Name: Environmental Design Group

Contact Name: Brian Loushin

Address: 7965 N High St

Columbus, OH 43235

E-mail: bloushin@envdesigngroup.com

Phone Number: 614-352-2752



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: August 15, 2023

Subject: Commission Agenda Item – Emergency Purchase for Traffic Division

ITEM FOR CONSIDERATION: Legislation ratifying the emergency purchase of a new traffic cabinet and equipment from Path Master, Inc., of Twinsburg, Ohio, as well as installation by National Light & Power, Inc., of Sandusky, Ohio, for the Division of Traffic.

BACKGROUND INFORMATION: On April 14, 2023, a motorist struck and damaged a traffic cabinet located at the intersection of US Route 4/Hayes Avenue and W. Perkins Avenue, causing a traffic light outage. City Commission granted approval for this emergency purchase by motion at the April 24, 2023 meeting.

It took several months for the replacement equipment to arrive, and the new traffic equipment was installed in June, and additional parts needed to make the light fully operational were installed in July, at which point repairs were complete. Path Master built the original cabinet and just had to reconstruct it from the plans they already had on file. Hence, for expediency and consistency, staff procured directly from Path Master for this repair. Prior to the intersection becoming fully operational, the sensors and cameras were inspected and programmed by Path Master in-coordination with City electricians and National Light & Power, Inc.

BUDGETARY INFORMATION: The cost of \$43,138.00 for the traffic cabinet and equipment from Path Master, Inc., and \$8,310.00 for installation performed by National Light & Power will be paid with Traffic funds. All costs associated with the repair will be billed to the driver's insurance company.

ACTION REQUESTED: It is recommended that legislation be approved ratifying the emergency purchase of a traffic cabinet and equipment from Path Master, Inc., of Twinsburg, Ohio, as well as installation by National Light & Power, Inc., of Sandusky, Ohio, for the Traffic division of the Department of Public Works in the amount of \$51,448.00. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to allow for timely payment for equipment received and services already completed.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: National Light & Power-Emergency Traffic Lights

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

Account # 216-7700-54090

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY PURCHASE OF A NEW TRAFFIC CABINET AND EQUIPMENT FOR THE INTERSECTION AT U.S. ROUTE 4 (HAYES AVENUE) AND WEST PERKINS AVENUE; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO PATH MASTER, INC. OF TWINSBURG, OHIO, IN THE AMOUNT OF \$43,138.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on April 14, 2023, a motorist struck and damaged a traffic cabinet located at the intersection of U.S. Route 4 (Hayes Avenue) and W. Perkins Avenue, causing a traffic light outage; and

WHEREAS, this City Commission was notified at their April 24, 2023, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase to replace the damaged equipment at this intersection; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the total cost for the traffic cabinet and equipment is \$43,138.00 and will be paid with Traffic Funds and all costs associated with the repair will be billed to the driver's insurance company; and

WHEREAS, approval is being requested in companion legislation to expend funds to National Light & Power, Inc., of Sandusky, Ohio, for the installation of the traffic cabinet and equipment in the amount of \$8,310.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately make payment for equipment already received and installed; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route

4 (Hayes Avenue) and W. Perkins Avenue and authorizes and directs the City Manager and/or Finance Director to expend funds to Path Master, Inc. of Twinsburg, Ohio, at an amount **not to exceed** Forty-Three Thousand One Hundred Thirty-Eight and 00/100 Dollars (\$43,138.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: August 28, 2023

ORDINANCE NO. _____

AN ORDINANCE RATIFYING THE EMERGENCY INSTALLATION OF A NEW TRAFFIC CABINET AND EQUIPMENT FOR THE INTERSECTION AT U.S. ROUTE 4 (HAYES AVENUE) AND WEST PERKINS AVENUE; AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO NATIONAL LIGHT & POWER, INC., OF SANDUSKY, OHIO, IN THE AMOUNT OF \$8,310.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on April 14, 2023, a motorist struck and damaged a traffic cabinet located at the intersection of U.S. Route 4 (Hayes Avenue) and W. Perkins Avenue, causing a traffic light outage; and

WHEREAS, this City Commission was notified at their April 24, 2023, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase to replace the damaged equipment at this intersection; and

WHEREAS, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

WHEREAS, the total cost for the installation of the traffic cabinet and equipment is \$8,310.00 and will be paid with Traffic Funds and all costs associated with the repair will be billed to the driver's insurance company; and

WHEREAS, approval is being requested in companion legislation to expend funds to Path Master, Inc., of Twinsburg, Ohio, for the purchase of the traffic cabinet and equipment in the amount of \$43,138.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately make payment for services already performed; and

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

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

Section 1. This City Commission approves and ratifies the emergency purchase of a new traffic cabinet and equipment for the intersection at U.S. Route

4 (Hayes Avenue) and W. Perkins Avenue and authorizes and directs the City Manager and/or Finance Director to expend funds to National Light & Power, Inc., of Sandusky, Ohio, at an amount **not to exceed** Eight Thousand Three Hundred Ten and 00/100 Dollars (\$8,310.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: August 28, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

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

Date: August 15, 2023

Subject: **Commission Agenda Item – Amendment to Funding Splits on Change Order 1 & Final for the Meigs Street Reconstruction Project**

ITEM FOR CONSIDERATION: Requesting legislation amending the funding splits on Change Order 1 & Final for the Meigs Street Reconstruction Project.

BACKGROUND INFORMATION: Legislation was presented and approved at the July 10, 2023, City Commission, via Ordinance No. 23-146. After approval an audit was completed on the funding splits to find there was an error that resulted in the Ohio Department of Transportation (ODOT) paying for construction activity that was previously thought to be paid for from City funds.

This change does not change the overall change order amount of \$41,646.13 and descriptions presented, just the funding splits, final splits shown below.

BUDGETARY INFORMATION: The original contract with Underground Utilities Inc., was \$1,808,344.80. Change Order #1 in an overall increase of \$41,646.13, increasing the contract total to \$1,849,990.93. The change order increases amount to be paid with ODOT Funds in the amount of \$19,791.65; Sewer Funds in the amount of \$7,022.67; and Issue 8 Street Funds in the amount of \$15,703.71 and Water Funds will be decreased in the amount of \$871.90.

	ODOT	Issue 8	Water	Sewer	
Original	\$ 829,823.84	\$ 179,807.96	\$ 500,562.00	\$ 298,151.00	\$ 1,808,344.80
CO1 Amendment	\$ 849,615.49	\$ 195,511.67	\$ 499,690.10	\$ 305,173.67	\$ 1,849,990.93
Final CO Numbers	\$ 19,791.65	\$ 15,703.71	\$ (871.90)	\$ 7,022.67	\$ 41,646.13

ACTION REQUESTED: It is recommended that proper legislation be prepared amending the funding splits on Change Order #1 and Final for the Meigs Street Reconstruction Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for final financial transaction to be made in order to closeout the project.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director of Public Works

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Underground Utilities- Meigs St Final Change Order

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

Account # 431-6870-55990, 613-6870-55990, 431-6200-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 23-146, PASSED ON JULY 10, 2023; AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE MEIGS STREET RECONSTRUCTION & MULTI-USE PATH PROJECT IN THE AMOUNT OF \$41,646.13; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the submission of an application to the Erie Regional Planning Commission Metropolitan Planning Organization (MPO) for financial assistance for the Meigs Street Reconstruction & Multi-Use Path Project and, if awarded, approving an LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation (ODOT) by Resolution No. 056-16R, passed on September 26, 2016; and

WHEREAS, the Meigs Street Reconstruction & Multi-Use Path Project involved the reconstruction of two (2) blocks of Meigs Street, as well as replacing the water main, installing a sanitary sewer, resurfacing four (4) other blocks adding a bike path for all six (6) blocks as well as new driveway aprons for the East side of the road and resurfacing six (6) blocks south of Washington Street; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Meigs Street Reconstruction & Multi-Use Path Project by Resolution No. 006-22R, passed on January 10, 2022; and

WHEREAS, the City Commission approved the awarding of the contract to Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the Meigs Street Reconstruction & Multi-Use Path Project by Ordinance No. 22-048, passed on March 14, 2022; and

WHEREAS, this First & Final Change Order reflects additional work performed and materials needed during the contract period and includes adjustments to grade south of Washington Street, more aggregate base on the bike path and in construction than estimated, additional variable depth of paving at Market Street and Washington Street intersection, additional material required due to water and sewer trenches at Washington and Water Streets extended south of Washington Street, more pipe used than planned, unmarked sewers that were damaged and required reconnection, adding catch basin due to grading issue caught prior to final paving, as well as extending the completion date from September 2, 2022 to November 11, 2022; and

WHEREAS, subsequent to approval of Ordinance No. 23-146, an audit was performed, and an error was found that resulted in increased funding from the Ohio Department of Transportation for construction activity previously thought to be paid with City funds, and therefore, it is necessary to amend Ordinance No. 23-146 to reflect the correct funding splits; and

WHEREAS, the original contract with Underground Utilities, Inc. of Monroeville, Ohio, was \$1,808,334.80 and with the addition of this First & Final Change Order in the amount of \$41,646.13, the final contract cost is

\$1,849,990.93, and the change order will increase the amounts to be paid with ODOT funds in the amount of **\$19,791.65**, Sewer Funds in the amount of **\$7,022.67**, and Issue 8 Street Funds in the amount of **\$15,703.71**, and the Water Funds will be decreased by **\$871.90**; and

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

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

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

Section 1. This City Commission hereby amends Ordinance No. 223-146, passed on July 10, 2023.

Section 2. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Meigs Street Reconstruction & Multi-Use Path Project in an amount **not to exceed** Forty-One Thousand Six Hundred Forty-Six and 13/100 Dollars (\$41,646.13) resulting in the final contract cost of One Million Eight Hundred Forty-Nine Thousand Nine Hundred Ninety and 93/100 Dollars (\$1,849,990.93) with Underground Utilities, Inc. of Monroeville, Ohio, and to extend the completion date from September 2, 2022, to November 11, 2022.

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: August 15, 2023

Subject: **Commission Agenda Item – Purchase of Asphalt from Erie Materials, Inc.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase of asphalt paving materials from Erie Materials for work to be performed by the Public Works, Street Division for miscellaneous in-house pavement repairs.

BACKGROUND INFORMATION: Each year, the City purchases cold-mix and hot-mix asphalt in bulk. Erie Materials, Inc., a division of Erie Group of Companies, is being selected again this year as the asphalt supplier for pothole patching, parking lot improvements and asphalt surface repairs in the roadways and on city-owned properties that are due to sewer construction, water construction or normal deterioration. In addition, the City will continue performing resurfacing projects in-house annually.

This year, staff is hopeful to extend funds to resurface parking lots at the Greenhouse, Mills Golf Course and the Service Center, as well as various roads at Oakland Cemetery. The portion at the Service Center will be primarily focused on the public entrance near the recycling bins. If money and time allow, staff may also perform limited asphalt repairs on public roadways throughout the city.

Engineering and street staff have jointly determined that Erie Materials, Gerken Paving and Riley AJ, Inc. are the only eligible providers of the materials because asphalt is temperature-sensitive and those facilities are the only asphalt plants close enough that allow city vehicles to maintain appropriate temperatures from purchase to application. Here are the 2023 material costs for those manufacturers:

	<u>Erie</u>	<u>Gerken</u>	<u>Riley</u>
ODOT 448, Type 1 (per ton)	\$72.00	\$76.00	\$82.00
ODOT 448, Type 2 (per ton)	\$63.00	\$68.00	\$73.00
301 (per ton)	\$61.00	\$66.00	\$68.00

Below is a complete cost breakdown for a one-time, one-ton purchase including material costs, fuel, vehicular wear and labor:

	Materials Type	Materials Cost	Travel Time	Labor Cost	Distance	Mileage Cost	Total
Erie Materials	448, Type 1	\$72.00	34 Minutes	\$28.05	18 Miles	\$11.79	\$111.84
	448, Type 2	\$63.00					\$102.84
	301	\$61.00					\$100.84
Gerken	448, Type 1	\$76.00	34 Minutes	\$28.05	18 Miles	\$11.79	\$115.84
	448, Type 2	\$68.00					\$107.84
	301	\$66.00					\$105.84
Riley AJ, Inc.	448, Type 1	\$82.00	62 Minutes	\$51.16	41 Miles	\$26.86	\$160.02
	448, Type 2	\$73.00					\$151.02
	301	\$68.00					\$146.02
1. Labor rate used is \$49.5055/hour. 2. Mileage reimbursement is \$0.655/mile as per federal standards.							

As calculated, there is a significant cost savings by purchasing from Erie Materials, Inc. compared to the other suppliers.

BUDGETARY INFORMATION: The budgeted costs for asphalt materials for 2023 as approved in the Operations & Maintenance and Capital Improvement Plan budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital Funds	\$ 110,000.00
Sewer Maintenance O&M	\$ 11,200.00
Water Distribution O&M	\$ 37,000.00
Street Division O&M	<u>\$ 39,200.00</u>
	\$ 197,400.00

A portion of the O&M budgets has already been expended to purchase maintenance materials via the current appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from the City Commission.

ACTION REQUESTED: It is recommended that the purchase of this material be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow City crews to purchase asphalt materials as needed for repairs and improvements.

I concur with this recommendation:

John Orzech, City Manager

Aaron Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Erie Materials- Asphalt Purchase

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 # 430-7600-55990, 613-5440-54000, 612-5250-54000, 216-6200-54000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE MATERIALS, INC., OF SANDUSKY, OHIO, FOR ASPHALT AND PAVING MATERIAL TO BE SUPPLIED FOR IN-HOUSE STREET REPAIRS AND PROJECTS IN CALENDAR YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchases cold-mix and hot-mix asphalt in bulk for pothole patching, parking lot improvements, and asphalt surface repairs in the roadways and on City-owned properties that are due to sewer construction, water construction or normal deterioration, and for resurfacing projects in-house; and

WHEREAS, this year, City staff plans to resurface parking lots at the Greenhouse, Mills Creek Golf Course and the Service Center, as well as various roads at Oakland Cemetery, and limited asphalt repairs on public roadways throughout the City if funds and time allow; and

WHEREAS, Erie Materials, Inc., Gerken Paving, and Riley AJ, Inc. are the only local asphalt plants that can supply this temperature-sensitive material due to their proximity to the City which allows the City vehicles to maintain appropriate temperature of material from purchase to application; and

WHEREAS, prices were requested from all three (3) manufacturers and based upon the total cost per ton, per trip, Erie Materials, Inc. of Sandusky, Ohio, was determined to have the lowest and best price; and

WHEREAS, the total estimated cost for asphalt materials for 2023 is \$197,400.00 and these costs are estimated to be paid as follows:

Capital Projects Funds	\$ 110,000.00
Sewer Maintenance Funds	\$ 11,200.00
Water Distribution Funds	\$ 37,000.00
Street Division Funds	<u>\$ 39,200.00</u>
	\$ 197,400.00

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow City crews to purchase asphalt material as needed for repairs and improvements; and

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

adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for asphalt and paving material to be used for in-house street repairs and minor projects in CY 2023 at an amount **not to exceed** One Hundred Ninety-Seven Thousand Four Hundred and 00/100 Dollars (\$197,400.00) to be paid to Erie Materials, Inc., of Sandusky, Ohio.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings held 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 28, 2023



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 15, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$18,104.36 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-0530-ER, the Sandusky Sailing Club, for the period of September 1, 2023 to August 31, 2024.

BACKGROUND INFORMATION:

As part of the Lease agreement approved by City Commission in October, 2007, the Sandusky Sailing Club agreed to become a sub-lessee to the City's Submerged Land Lease with respect to their Club grounds and marina basin. ODNR has approved the new metes and bounds description of the property and prepared new Submerged Land Lease and Consent to Sub-Lease documents in 2008.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Sandusky Sailing Club will reimburse the City for the cost of the lease pursuant to their Lease agreement with the City. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, to make timely payment to the Ohio Department of Natural Resources and prior to the due date of August 31, 2023.

I concur with this recommendation:

John Orzech, City Manager

Michelle Reeder, Finance Director

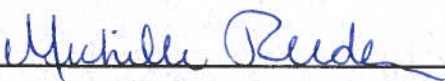
CERTIFICATE OF FUNDS

In the Matter of: Sandusky Sailing Club- Submerged Land Lease

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

Account # 110-7900-53006

By: _____



Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-0530-ER FOR THE PERIOD OF SEPTEMBER 1, 2023, THROUGH AUGUST 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized a replacement Submerged Lands Lease with the Ohio Department of Natural Resources, a Sublease Agreement with the Sandusky Sailing Club, Inc., a Consent to Sublease with the Ohio Department of Natural Resources and the Sandusky Sailing Club, Inc., and an Agreement with the Sandusky Sailing Club, Inc. to provide scholarships for sailing programs and related activities for low-income children and families by Ordinance Nos. 08-079, 08-080 and 08-081, passed on August 25, 2008; and

WHEREAS, the City of Sandusky is the Lessee of Submerged Lands Lease, File No. SUB-0530-ER, for the submerged land which is part of the Sandusky Sailing Club and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the Sublease Agreement with the Sandusky Sailing Club, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by the Sandusky Sailing Club to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-0530-ER, as reflected on the current unpaid invoice is \$18,104.36 and will initially be paid by the City and then reimbursed by the Sandusky Sailing Club in accordance with their Agreement with 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 make payment in a timely manner and prior to the due date of August 31, 2023; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to make payment to the Treasurer of the State of Ohio as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-0530-ER, for the period September 1, 2023, through August 31, 2024, in an amount **not to exceed** Eighteen Thousand One Hundred Four and 36/100 Dollars (\$18,104.36), consistent with the invoice submitted to the City.

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 28, 2023

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:
PO Box 97
Huron OH 44839

Page: 2
Invoice No: DNRSL24012
Consolidated Invoice No:
Invoice Date: 08/01/2023
Customer Number: SUB-0530-ER001
Payment Terms: NET 30
Due Date: 08/31/2023

Bill To:
City of Sandusky
Megan Stookey, Director of Public Works
240 Columbus Ave
Sandusky OH 44870

AMOUNT DUE: 18,104.36 USD

Amount Remitted

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-SEP-2023 To 31-AUG-2024
For billing questions, please call or email (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Invoice Summary

SUBTOTAL of Invoice Details: 18,104.36

TOTAL AMOUNT DUE : 18,104.36



ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: John Orzech, City Manager
From: Cody Browning, IT Manager
Date: August, 15th 2023
Subject: **Commission Agenda Item – Print Services Agreement and Lease**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into a sales and services agreement with ComDoc, Inc., of Ohio, which is a subsidiary of Xerox, for printing services and a Lease Agreement through Xerox Financial Services LLC, of Norwalk, CT for a 60-month lease on multifunction printers and copiers.

BACKGROUND INFORMATION: The City currently leases multifunction copiers from MT Business Technologies, Inc. through US Bank Equipment Finance. The existing copiers are past the end of the lease and need to be returned.

The new lease and printing services are available through the State of Ohio Cooperative Purchasing Program # MMA7549.

BUDGETARY INFORMATION: The cost for printing services and the lease of equipment for a 60-month period will be \$112,080 and will be paid by the IT operating budget in the amount of \$56,040, by the Water Fund in the amount of \$28,020, and by the Sewer Fund in the amount of \$28,020.

ACTION REQUESTED: It is recommended that the proper legislation be prepared enter into agreement with ComDoc, Inc., for printing services and a Lease Agreement through Xerox Financial Services LLC, of Norwalk, CT for a 60-month lease on multifunction printers and copiers. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the documents necessary for leasing the new printers and renewing services for all the City's copier & printing equipment, since the previous lease has expired, and to begin utilizing the latest technology at the earliest opportunity.

I concur with this recommendation:

John Orzech, City Manager

Cody Browning, IT Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director



City of Sandusky Copier and MPS Renewal 2023

xerox™

Agenda:

- Review Current Managed Print Agreement
- Review Proposed Managed Print Renewal
- Next Steps and Implementation



Summary of Current Agreement

	Current Desktop Printer Fleet	Copiers
Fleet Overview	<ul style="list-style-type: none"> • 34 Desktop Printers <ul style="list-style-type: none"> • 26 Inkjet and Aged Models • Avg B/W Volume: 15,050 • Avg Color Volume: 5,660 	<ul style="list-style-type: none"> • 10 Copier Units Across Environment <ul style="list-style-type: none"> • 8 units to be upgraded, 2 units stay • Avg B/W Volume: 14,448 • Avg Color Volume: 11,098
Program Overview	<ul style="list-style-type: none"> • Includes: <ul style="list-style-type: none"> • Toner(Includes auto-ship for networked devices) • On-Site Service, Labor, Parts, Travel • Online Portal for ordering, service calls, and fleet management 	
Rates	<ul style="list-style-type: none"> • Varied Across Fleet <ul style="list-style-type: none"> • B/W: 0.0138 – 0.034981 • Color: 0.082656 – 0.182505 	<ul style="list-style-type: none"> • Varied Across Fleet <ul style="list-style-type: none"> • B/W: 0.007245 – 0.053869 • Color: 0.01825 – 0.135767
	Avg Total Monthly Average Investment: \$2,502.95 <ul style="list-style-type: none"> • \$724.50 Copier Lease Payment • \$1,778.45 Usage Cost 	

Managed Print Program Proposal

	Desktop Printers	Copiers
Future Fleet Overview	<ul style="list-style-type: none"> Continued Support for all existing desktop printers including 26 refreshed printers 	<ul style="list-style-type: none"> Coverage on 8 replacement copiers and 2 copier units stay
Program Overview	<ul style="list-style-type: none"> Includes: <ul style="list-style-type: none"> Toner(Includes auto-ship for networked devices) On-Site Service, Labor, Parts, Travel Online Portal for ordering, service calls, and fleet management Printers can be added/removed throughout term of agreement via variation MT Business will remove and dispose of copiers and printers at no cost to City of Sandusky 	
Rates <small>*Rates Locked For Term</small>	<ul style="list-style-type: none"> B/W: 0.008 Color: 0.08 	<ul style="list-style-type: none"> B/W: 0.007 Color: 0.036
State Contract #: MMA7549 Contract ID: CTR000916-A1	<p>Avg Total Monthly Average Investment: \$2,942 w/60 Month Term</p> <ul style="list-style-type: none"> Lease Payment <ul style="list-style-type: none"> \$1,868 60 Month \$2,292 48 Month \$2,898 36 Month \$573 MPS Usage Cost Based on Current 12 Month Avg Volume \$501 Copier Usage Cost Based on Current 12 Month Avg Volume 	

Breakdown by Device - Copiers

LocationArea	Model	Serial Number	Device ID	Replace?	Recommended Replacement Model
Code Compliance	Xerox c8055	8TB615428	F2664	Y	Xerox C8155
Copy Room 3rd Floor	Xerox c8055	8TB615402	F2671	Y	Xerox C8155
Copy Room 4th Floor	Xerox c8055	8TB609486	F2673	Y	Xerox C8155
Police Dept. Detective Bureau	Xerox c8055	8TB609755	F2665	Y	Xerox C8155
Recreation Office	Ricoh MPC 2050	V2286001195	U9825	Y	Xerox C7130
Police Records	Ricoh MPC 3001 SPF	V9315601199	U6782	Y	Xerox C7130
Service Center Front Office	RicohMPC 2051	V9724900230	X4301	Y	Xerox C7130
Spare	Ricoh MP 5002	W532L400300	V7834	Y	Xerox C8155
Building Department	Xerox c7025	3UA229213	952239	N	Same
Sewer Plant Office	Xerox c7025	3UA225704	F8743	N	Same

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Breakdown by Device - Printers

Location/Area	Model	Serial Number	Device ID	Recommended Replacement Model
BIWW Distribution Office	HP PageWide 577MFP	CN12QMY020	F2793	Xerox C405
BIWW Plant Bill Burch Jr	HP PageWide 577MFP	CN24JBTOD805KC	W7525/Y088	Xerox C405
BIWW Plant Dave Shafer	HP PageWide 577MFP			Xerox C405
Cemetery Office	HP PageWide 577 MFP	CN85PHY070	F2783	Xerox C405
Fire #1 Resource Room	HP PageWide 577 MFP	CNOBJMY045	F2794	Xerox C405
Fire #30 Office	HP OJP X576dw	CN41AGX0VC	X2726	Xerox C405
Fire #7 Day Room	HP PageWide Pro 577 MFP	CN9ABKY05Q	F2790	Xerox C405
Greenhouse Office	HP PageWide 577 MFP	CN85PHY01Q	F2784	Xerox C405
Cemetery Shop	HP LaserJet P3015	VNB3130316	W7519	Xerox C405
NEW City Hall Community Development (Hold?)	HP PageWide 577 MFP	CN78TGY09J	Z9721	Xerox C405
New City Hall Customer Accounting	HP LaserJet MFP E62575	MXPCL9R0GF	F2782	
NEW City Hall Engineering Department	HP Color LaserJet M255dw	VNB3S38682	F2787	
NEW City Hall Finance	HP LaserJet M602dn	CNDCG8F1CS	X2722	
NEW City Hall Finance	HP PageWide 577 MFP	CN85PHY06W	960122	Xerox C405
NEW City Hall Heather Turner	HP PageWide 577 MFP	CN9ABKY048	F2792	Xerox C405
NEW City Hall Human Resources	HP PageWide 577 MFP	CN9BTKY04K	F2791	Xerox C405
NEW City Hall Human Resources #1	HP PageWide 577 MFP			Xerox C405
Law Department	HP Color LaserJet CP4025	JPBCB4Q1HG	W4114	
Police Department Eva Olcott	HP LaserJet M608	CN8CL1P1FJ	Z9509	
Police Department Office In Charge	HP LaserJet M608	CN8CKBS1NH	Z9507	
Police Processor Office	HP PageWide 577 MFP	CNOBJMY04L	F2794	Xerox C405
Service Center Building Maintenance	HP OJP X576dw	CN442GK05H	X6507	Xerox C405
Service Center Fleet	HP OJP X576dw	CN426GX0RW	X2721	Xerox C405
Service Center Street Office	HP PageWide Pro 577 MFP	CN9ABKY04N	F2789	Xerox C405
Service Center Forestry	HP OfficeJet Pro 8600(N911a)		W7535	Xerox C405
Sewer Maintenance Office	HP PageWide 577 MFP	CN8A6JY007	F2785	Xerox C405
Sewer Plant Control Room	HP Color LaserJet M254DW	VNB3N11041	F2786	
Sewer Plant Control Room	HP OJP X576dw	CN442GK02K	X6506	Xerox C405
Sewer Plant Richard Sinwald	HP OJP X576dw	CN426GX0M4	X2713	Xerox C405
BIWW Plant Control Room	Ricoh MP 2000	L7076640822	W7523	Xerox C405
Fire Room	Ricoh MP 201 SPF	W3108800190	W4125	Xerox C405
Golf Course	Ricoh MP 161	M0179501134	X0075	Xerox C405
Service Center Horticulture	Ricoh 2020D	K8366744563	X0271	Xerox C405

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CERTIFICATE OF FUNDS

In the Matter of: Print Services- Comdom & Xerox

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 # 110-7080-53001, 612-5900-53001, 613-5900-53001

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SALES AND SERVICES AGREEMENT WITH COMDOC INC., OF NORTH CANTON, OHIO, AND A PRINTER EQUIPMENT LEASE WITH XEROX FINANCIAL SERVICES LLC OF NORWALK, CONNECTICUT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, currently the City leases multifunction copiers from MT Business Technologies, Inc. of Avon Lake, Ohio, through U.S. Bank Equipment Finance, and the lease has expired and the equipment must be returned; and

WHEREAS, a new printing and copiers agreement is available through ComDoc, Inc. and Xerox Financial Services, LLC through the State of Ohio Cooperative Services Purchasing Program (#MMA7549), which allows local political subdivisions to purchase items that have been competitively bid from the successful vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the cost of entering into the sales and services agreement and the lease agreement for a sixty (60) month period will be \$112,080.00 and will be paid with IT operating budget funds in the amount of \$56,040.00, Water Funds in the amount of \$28,020.00, and Sewer Funds in the amount of \$28,020.00; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the documents necessary for leasing the new printers and renewing services for the City's printing equipment, since the previous lease has expired, and to begin utilizing the latest technology at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Sales and Services Agreement with ComDoc Inc., for copier and printing services, and substantially in the same form as attached to this Ordinance, marked Exhibit "1" and a Lease Agreement with Xerox Financial Services, LLC, for printing equipment, and substantially in the same form as attached to this Ordinance, marked Exhibit

“2”, and both being specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Twelve Thousand Eighty and 00/100 Dollars (\$112, 080.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO		
CUSTOMER NAME City of Sandusky			CUSTOMER NAME CITY OF SANDUSKY					
ADDRESS 240 COLUMBUS AVE STE 408			ADDRESS 240 COLUMBUS AVE					
CITY, STATE ZIP SANDUSKY, OH 44870			CITY, STATE ZIP SANDUSKY, OH 44870					
BILL TO CONTACT PERSON DON RUMBUTIS	BILL TO PHONE NUMBER 419-627-5901	BILL TO EMAIL DRUMBUTIS@CITYOFSANDUSKY.COM	SHIP TO CONTACT PERSON DON RUMBUTIS	SHIP TO PHONE NUMBER 419-627-5901	SHIP TO EMAIL DRUMBUTIS@CITYOFSANDUSKY.COM			
SALESPERSON Chip Rogers	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20236658	SERVICE CONTRACT <input checked="" type="checkbox"/> New	MPS CONTRACT <input checked="" type="checkbox"/> New	CONTRACT #			
LEASE PAYMENT \$1,868.00 Monthly			SERVICE PAYMENT Included in Lease			MPS PAYMENT Included in Lease		
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS						
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	SERVICE POOL	PRICE	TOTAL PRICE
5	AltaLink C8155H2	240 COLUMBUS AVE	AltaLink C8155H2 with Office Finisher (OFC-81), 1 Line Fax (FAX-1LINE), Hole Punch - 2/3 Hole - for Office Finisher (OFC-HPKIT)	Service Pool# 1	Included in Lease	Included in Lease
3	VersaLink C7130T2		VersaLink C7130T2 with Office Finisher - 50 sheet staple, 1 Line Fax, POSTSCRIPT KIT	Service Pool# 1	Included in Lease	Included in Lease
26	Xerox C415dn		Xerox C415dn	MPS Pool 1	Included in Lease	Included in Lease

<input type="checkbox"/> SEE PRODUCT SCHEDULE (SCHEDULE A)	<input type="checkbox"/> SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	See Lease
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 15%.		SPECIAL SERVICES FEES	
		OTHER ADJUSTMENTS	
CONTRACT TYPE		EFFECTIVE DATES	TRANSACTION TYPE
<input type="checkbox"/> CASH SALE	<input type="checkbox"/> RENTAL	TERM IN MONTHS 60 Months	Actual start date based on delivery or lease commencement. Lease FMV(SLG)
<input checked="" type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE ONLY	PROPOSED START DATE	

CONTRACT TERMS			NOTES
SERVICE	MPS	All parts, labor, drums and supplies; excluding paper and staples	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	All parts and labor, including drums; excluding supplies, paper, and staples	
<input type="checkbox"/>	<input type="checkbox"/>	Includes other (indicate)	

CONTRACT RATES			INCLUDED IN LEASE PAYMENT				<input checked="" type="checkbox"/> SERVICE	<input checked="" type="checkbox"/> MPS
POOL #	BW VOL.	BW OVG. RATE	CLR VOL.	CLR OVG. RATE	CLR XL VOL.	CLR XL OVG. RATE	PAYMENT	OVG. FRQNCY
Service Pool# 1	0	\$0.00700	0	\$0.03600	n/a	n/a	Included in Lease	Monthly
MPS	0	\$0.00800	0	\$0.08000	n/a	n/a	Included in Lease	Quarterly

REMOTE SERVICE TECHNOLOGY	<input type="checkbox"/> XDA/XDM	<input checked="" type="checkbox"/> FM AUDIT	<input type="checkbox"/> DECLINE	PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON DON RUMBUTIS	TECH PHONE # 419-627-5901	TECH EMAIL DRUMBUTIS@CITYOFSANDUSKY.COM	METER CONTACT PERSON DON RUMBUTIS	METER PHONE # 419-627-5901	METER EMAIL DRUMBUTIS@CITYOFSANDUSKY.COM	
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.						

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	<input type="checkbox"/>	SEE SOW FOR DETAILS	TOTAL PRICE
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CUSTOMER ACCEPTANCE	
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>	
AUTHORIZED CUSTOMER SIGNATURE:	TITLE:
SIGNER'S NAME (PRINTED):	DATE:

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COMPANY SALES:	Chip Rogers	DATE:	
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Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or
 - b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or
 - c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

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13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Initials

State and Local Government Lease Agreement



Supplier Name & Address:		Agreement No:	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851			
CUSTOMER INFORMATION			
Full Legal Name: City of Sandusky		Phone Number: 419-627-5901	
Billing Address: 240 Columbus Ave.		City: Sandusky	State: Ohio Zip: 44870
Contact Name: Don Rumbutis		Contact Email: drumbutis@cityofsandusky.com	
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
5	Xerox C8155 H2		
26	Xerox C415 DN		
3	Xerox C7130 T2		
<input type="checkbox"/> See Attached Schedule A Equipment Location (if different from Billing Address):			
TERM	PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION	
Initial Term: 60 (IN MONTHS)	Payment (plus applicable taxes): \$ 1868.00 Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input checked="" type="checkbox"/> Fair Market Value ("FMV") <input type="checkbox"/> \$1	
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			
Authorized Signer X:		Date:	Federal Tax ID: (Required)
Print Name:		Title:	
OWNER ACCEPTANCE			
Accepted By: Xerox Financial Services LLC		Name and Title:	
TERMS & CONDITIONS			

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Party" means You or XFS, and "Parties" means both You and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" is the date You irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on Your first invoice, which You agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You hereunder and You agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. **If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 5% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed \$35. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of Your formation once You provide notice thereof. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and You will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS DESCRIBED IN SECTION 20 HEREOF, THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; provided, however, that Your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to end of term to XFS, You may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due hereunder, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for successive 1-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location(s) specified herein, and You agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations hereunder. Equipment may not be moved to another physical address or removed from service without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during Your normal business hours upon reasonable notice. You represent You have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, You grant XFS a first priority security interest in the Equipment as defined above in order to secure Your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole Owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refinancing or amendment to XFS's financing statement against You becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all reasonable expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.** XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however XFS shall remain liable for Our obligations. **YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit Payments to such Assignee if so designated.** XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations hereunder.

10. Taxes. You have represented to XFS that You are currently, and shall continue to be, a tax-exempt entity. In the event You are no longer tax-exempt (or are unable to provide proof thereof to XFS), You will be responsible for all applicable taxes, fees or charges (including sales, Use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to You unless You timely provide continuing proof of Your tax exempt status. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as Owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Term. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all personal property taxes on the Equipment. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. If a \$1 purchase option is applicable, You will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide Us proof thereof upon Our request. **XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.**

11. Equipment Warranty Information and Disclaimers. **XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION.** Since You have selected the Equipment and Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that You will contact manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. Provided You are not in default hereunder, XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, Us, Our employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, Use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default hereunder if We do not receive any Payment within 30 days after its due date, or You breach any other material obligation hereunder or any other agreement with Us. If You default, and such default continues for 10 days after We provide notice to You, We may, in addition to other remedies, immediately require You to do one or more of the following: as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) all remaining Payments in the Term, discounted to date of default at the Discount Rate, (iii) the Equipment's booked residual or if not purchased, require You to return the Equipment as provided herein, and (iv) Taxes, if You are no longer tax-exempt. The substantially prevailing party shall pay all reasonable costs, including attorneys' fees and disbursements, in any litigation to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount acceptable to Us (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be similarly named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. **YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES.** You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Insurance proceeds from Required Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to You (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT, BUT XFS SHALL APPLY ANY INSURANCE PROCEEDS TO REDUCE THE REMAINING AMOUNTS DUE.** Notwithstanding procurement of Required Insurance, You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim.

15. Authorization of Signors, Applicable Policies and Credit Review. This Agreement has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement have the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

16. Finance Lease and Customer Waivers. **Unless this Agreement is designated to have a \$1 purchase option, the parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.**

17. Original and Sole Controlling Document. No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. **IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement/numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to You will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. Solely for collection purposes, You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address You provide to Us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed hereunder or refunded to You.

20. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate this Agreement effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from You at least thirty (30) days before the Termination Date. At XFS's request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be

Xerox Financial Services LLC
201 Main Street
Norwalk, CT 06851

obligations hereunder for the fiscal period for which Xerox Financial Services LLC is licensed and authorized to provide the Equipment to the
State or such other party as We may designate) as set forth in the return provisions hereof.

State and Local Government Lease Agreement





Department of Community Development

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

TO: John Orzech, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: August 15, 2023

RE: City Commission Agenda Item:
Accepting 805 N. Depot Street into the Land Reutilization Program through Gift of Deed

ITEM FOR CONSIDERATION: Legislation requesting approval to accept one (1) parcel of nonproductive land through “gift of deed” that is situated within the City of Sandusky through the City of Sandusky’s Land Reutilization Program for facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned property with the future goal of productive reuse of the land. The City’s ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky’s neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky’s Land Reutilization Program is to return vacant and abandoned property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. In addition, because the property is abandoned, it is not being maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The subject property is located at 805 N. Depot Street, Sandusky, Ohio 44870 and identified as Erie County Parcel number 58-02827.000. Acquisition of this property was approved by a quorum of the Land Bank Committee on April 15, 2019. Additionally, Resolution 021-19R was passed to acquire the property through tax foreclosure by a quorum of the City Commission on May 28, 2019 stating deemed to be necessary and/or beneficial to the Land Reutilization Program efforts.

On October 12, 2021, the property was auctioned at Sheriff Sale at a minimum bid of \$4,941.55. The winning bidder, Eight Nine Two, LLC, whose address is 2750 Millerville Rd., Apt 3207, Baton Rouge, LA paid the sum of \$4,941.55 for the property. The property was transferred through Sheriff Deed on November 4, 2021.

Before the initial transfer, the structure was demolished with the cost assessed to the property. Additionally, the City of Sandusky has assessed nuisance fees to the property for maintenance upkeep.

Shannyn Collins, sole member of Eight Nine Two, LLC submitted a donation request on June 8, 2023 offering the property to the City of Sandusky Land Bank through a gift of deed. The property owner does not wish to redevelop the parcel and cannot continue to pay the current and future assessments on the property.

Except for the liens placed on the property by the City of Sandusky, the property is free and clear of other liens and assessments. On August 7, 2023, the Erie County Auditor granted consent to acquire this property into the City of Sandusky Land Reutilization Program as a gift of deed in lieu of future foreclosure proceedings.

Upon acquisition, the non-productive land will be marketed for new development, or another use consistent with the Land Reutilization Program.

The Land Bank Committee has determined that the acquisition of the parcel is necessary to protect, improve, and preserve the stability of the neighborhood it is located in.

BUDGET IMPACT: The cost of this acquisition will be approximately two hundred dollars (\$200.00) to pay for the property lien search and transfer fees. The taxing districts will not collect future taxes until the property is put back into tax producing status.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to accept the one (1) parcel of land located at 805 N. Depot Street, Sandusky, Ohio 44870 and identified as Erie County Parcel number 58-02827.000 into the City of Sandusky's Land Reutilization Program through gift of deed. 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 to promptly execute the closing.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Colleen Gilson, Director
Community Development

John Orzech, City Manager

CERTIFICATE OF FUNDS

In the Matter of: 805 N. Depot St- Deed Prep

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

Account # 239-4357-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY, IDENTIFIED AS PARCEL NO. 58-02827.000, LOCATED AT 805 N. DEPOT STREET, AS A GIFT OF DEED FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, the City Commission authorized the acquisition of the property located at 805 N. Depot Street, Parcel No. 58-02827.000, by Resolution No. 021-19R passed on May 28, 2019, but the property was transferred to the winning bidder, Eight Nine Two, LLC through Sheriff Deed on November 4, 2021; and

WHEREAS, prior to the initial transfer to the winning bidder, the structure was demolished with the costs assessed to the property; and

WHEREAS, the property owner, Shannyn Collins, sole member of Eight Nine Two, LLC was unaware a lien was placed on the property and submitted a donation request on June 8, 2023, offering the property to the City's Land Bank through gift of deed to avoid future assessments and eventual foreclosure; and

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

WHEREAS, upon City Commission approval, the parcel will be marketed for new development, or another use consistent with the Land Reutilization Program; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to proceed with the title transfers and ultimate sale of the parcel to improve and preserve the stability of the neighborhoods; and

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

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

Section 1. This City Commission hereby approves and accepts certain real property, identified as Parcel No. 58-02827.000, located at 805 N. Depot Street, respectively, situated within the City of Sandusky, as a gift of deed for acquisition into the Land Reutilization Program, and as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire Parcel No. 58-02827.000, located at 805 N. Depot Street, in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023

8.28.23 Exhibit A Request for Acquisition

8.28.23 Exhibit A Request for Acquisition

8.28.23 Exhibit A Request for Acquisition

[illegible]



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: John Orzech, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: August 16th, 2023

Subject: Commission Agenda Item – U.S. Department of Housing and Urban Development: FY2023
Community Development Block Grant (CDBG) – Erie County Health Department Sub recipient
Agreement (Lead Paint Removal Program)

Item for Consideration: Legislation for the approval of the City of Sandusky Department of Community Development Subrecipient Agreement between the City of Sandusky and Erie County Health Department for the Lead Paint Removal Program.

Background Information: The Erie County Health Department was awarded \$85,906.56 for the CDBG FY 23 Program Year to implement the Lead Paint Removal Program. The FY23 Program Year runs from July 1, 2023 to June 30, 2024. The Lead Paint Removal Program provides grant match money for lead based paint removal activities for eligible City of Sandusky residents who have been screened as eligible by the Erie County Health Department.

Budgetary Information: The City of Sandusky will award the Erie County Health Department a total of \$85,906.56 for the Lead Paint Removal Program for the CDBG Program Year FY2021 (\$35,906.56) and FY23 (\$50,000). This award shall be paid with CDBG grant monies and there will be no impact on the General Fund.

Action Requested: It is requested that proper legislation be prepared to allow for the execution of the Agreement. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement to allow for the continuation of the program and to expend the funds prior to the June 30th, 2024 deadline.

I concur with this recommendation:

Nicole Grohe
CDBG Program Administrator

John Orzech
City Manager

Colleen Gilson
Director of Community Development

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

CERTIFICATE OF FUNDS

In the Matter of: Erie County Health Dept- Lead Paint Removal Program

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

Account # 239-4357-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH THE ERIE COUNTY HEALTH DEPARTMENT FOR THEIR LEAD PAINT REMOVAL PROGRAM AND TO EXPEND AN AMOUNT NOT TO EXCEED \$85,906.56 FROM THE FY2021 AND FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, in accordance with the Agreement, the City of Sandusky will award the Erie County Health Department \$85,906.56 for their Lead Paint Removal Program for lead based paint removal activities for eligible Sandusky residents who have been screened by the Erie County Health Department, under the rules and regulations of the Community Development Block Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Subrecipient Agreement with the Erie County Health Department and allow for the continuation of the program and to expend the funds prior to the deadline of June 30, 2024; and

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

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

Section 1. This City Commission hereby approves and authorizes the execution of the Subrecipient Agreement with the Erie County Health Department for their Lead Paint Removal Program in Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose thereof as set forth in the preamble hereto and authorizes the City Manager and/or Finance Director to expend funds in an amount **not to exceed** Eighty-Five Thousand Nine Hundred Six and 56/100 Dollars (\$85,906.56) from the FY2021 and FY2023 Community Development Block Grant

Funds to the Erie County Health Department.

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 28, 2023

City of Sandusky
Department of Community Development
Public Services
Subrecipient Agreement

This agreement entered into as of _____, 2023, by and between the City of Sandusky (hereinafter referred to as "City"), 240 Columbus Avenue, Sandusky, Ohio acting through its City Manager and upon the advice of its Department of Community Development, and Erie County Health Department, (hereinafter referred to as "Subrecipient"), located at 420 Superior Street, Sandusky, Ohio 44870.

WITNESSETH THAT:

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

WHEREAS, included in said application, or provided for and referred to in subsequent attachments to said application, the Subrecipient is to implement the Erie County Health Department, Lead Paint Removal Program;

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

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

1. Responsibility for Grant Administration

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

2. Other Program Requirements

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

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

3. Scope of Services

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

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

4. Time of Performance

This AGREEMENT shall take effect as of July 1, 2023 THROUGH AND INCLUDING June 30th, 2024. All invoices for reimbursement shall be submitted by June 30th, 2024 to be considered for payment.

5. Compensation

The City shall compensate the Subrecipient for all expenditures made in accordance with the aforementioned service activities (See Attachment I). Compensation shall be provided on a reimbursement basis during the term of the AGREEMENT not to exceed award amount of eighty-five thousand nine hundred and six dollars and 56/100 dollars (\$85,906.56).

6. Ineligible Use of Funds

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

7. Method of Payment

Subject to receipt of funds from the United States Treasury, the City agrees to reimburse the Subrecipient for authorized expenditures for which original vouchers and other similar documentation to support payment expenses are submitted by the Subrecipient under those generally accepted accounting principles and procedures approved by Sandusky and outlined in OMB circulars A-110 (www.whitehouse.gov/omb/circulars_a110/) and A-122 (www.whitehouse.gov/omb/circulars_a122_2004/). **Documentation shall be submitted to the City quarterly. Documentation for final payment shall be due by June 30, 2024.**

8. Project Progress Reporting

(a) During the term of this contract, the Subrecipient will submit a Project Progress Report to the City quarterly. The Subrecipient will submit the Project Progress Report to the City within 15 days of the close of each reporting period. For each period, the report will describe the status of the project with respect to each implementation task including, at a minimum, summary overview of the project status, the percentage of the project which has been completed, costs incurred, funds remaining, anticipated completion date and required CDBG supporting documentation (See Attachment 1). The report must also describe any significant problems encountered and/or any necessary modification of the project scope or implementation schedule.

(b) **The City will not honor claims for payment until the required Project Progress Report has been submitted to and approved by the City.**

9. Program Income

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

10. Reversion of Assets

Upon expiration of the AGREEMENT, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$85,906.56 is either:

- a. used to meet one of the three National Objectives of the CDBG Program until five (5) years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the City; or

- b. is disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures on non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after five years.

11. Subcontracting

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

12. Compliance with Regulations

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

13. Faith-Based Organization

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

14. Proof of Status

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

15. Liaison

The Development Manager for the City of Sandusky, is the City's liaison with the Subrecipient regarding all administrative and technical matters concerning this Contract.

16. Indemnification

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

17. Maintenance and Availability of Records

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

Such records shall be furnished and available for inspection by the Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any authorized representative, and the City. Such records shall be available at the Subrecipient's office at all reasonable times during the contract period. If a claim, investigation or litigation is pending after what is assumed to be the final payment that, in effect, cancels the final

payment date. The retention period will not begin until final settlement of the claim, investigation or litigation, as referenced in OMB Circular A-110.

18. Contract Amendment

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

19. Termination and Suspension

The City may terminate this AGREEMENT as follows:

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

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

20. Audit

The Subrecipient is encouraged to comply with the audit requirements set forth in OMB Circular A-133 (www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014). If the audit requirements of A-133 are not followed by the Subrecipient, the audit requirements of OMB Circular A-110 (www.whitehouse.gov/omb/circulars/a110/) must be followed.

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

City of Sandusky

Subrecipient

John Orzech
City Manager

Erie County Health Department

Date

Date

Justin Harris
Interim Law Director

Date

CITY FINANCE DIRECTOR'S CERTIFICATE

I hereby certify that the sum of \$85,906.56 being the amount needed to meet the obligations of the foregoing agreement is in the City Treasury to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

ACCOUNT NUMBER: _____

FUNDS AVAILABLE: \$ _____

Michelle Reeder
Finance Director

Date

**ATTACHMENT I
STATEMENT OF WORK**

**SCOPE OF SERVICES
PROGRAM BUDGET
CDBG SUPPORTING DOCUMENTATION
CLOSEOUT PROCEDURES**

EXHIBIT "A"

ATTACHMENT I STATEMENT OF WORK

SCOPE OF SERVICES

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

The Health Department has been awarded a federal grant and has the capacity to conduct a HUD certified lead paint hazard abatement program within the City of Sandusky. The Erie County Health Department will follow all HUD regulations including following appropriate income verification of clientele and will provide the Department of Community Development staff with invoices related to lead paint removal hazard projects in which staff may elect to pay with CDBG rehabilitation funds.

The scope of services outlined above and in the Erie County Health Department application have been approved.

Program Year Quarter	Projected Outcome of Households Serviced
1	2
2	2
3	2
4	2

**ATTACHMENT I
STATEMENT OF WORK**

PROGRAM BUDGET

Description of Work	CDBG Funds Requested	Other Funds or In-Kind Contribution	Total Project Costs
Lead and HHP Grant	0	\$1,650,000	\$1,650,000
Fringe Benefits	\$0	\$0	\$0
Grant Match for Lead Paint Removal	\$85,906.56	\$0	85,906.56
Advertising/Printing	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Telephone/Utilities	\$0	\$0	\$0
Space Costs	\$0	\$0	\$0
Consultant Services/ Planning Fees	\$0	\$0	\$0
Computer	\$0	\$0	\$0
Office Furniture	\$0	\$0	\$0
Client Service Fees	\$0	\$0	\$0
Other: Administrative	\$0	\$0	\$0
Total Project Expenditures	\$85,906.56	\$1,650,000	\$1,735,906.56

CDBG % of Total Budget: 5%

ATTACHMENT I STATEMENT OF WORK

CDBG SUPPORTING DOCUMENTATION FORMS

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

To Be Submitted:

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

ATTACHMENT I CLOSEOUT PROCEDURES

Closeout Procedures commence once the following have occurred:

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

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

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

Continuing Subrecipient Responsibilities

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

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

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

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

EXHIBIT "A"

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION CONFLICT OF INTEREST

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

(a) Applicability.

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirement of paragraph (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d) (1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

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

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

Erie County Health Department

Date

EXHIBIT "A"

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
EQUAL OPPORTUNITY**

The provider agrees to comply with:

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

Erie County Health Department

Date

ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION
DRUG-FREE WORKPLACE

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

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

Erie County Health Department

Date

**ATTACHMENT II
CERTIFICATIONS & OTHER REGULATIONS**

**CERTIFICATION
LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements:

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a members of congress, an officer or employee of congress or an employee of a member of congress in connection with awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Erie County Health Department

Date

ATTACHMENT II CERTIFICATIONS & OTHER REGULATIONS

CERTIFICATION ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

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

- (9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Regarding labor standards for federally assisted construction sub-agreements.
- (10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition if \$10,000 or more
- (11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy 11424: (b) notification of violating facilities pursuant to EO 11738: c protection of wetlands pursuant to EO 11990: (d) evaluation of flood hazards in flood plains in accordance with EO 11988: (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (15 U.S.C. 1451 et seq.): (f) conformity of Federal actions to State (Clear Air0 implementation Plans under Section 176c of the Clear Air Act of 1955, as amended (41 U.S.C. 7401 et seq.): (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523): and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (12) Will comply with the Wild and Scenic Rivers Act of 1964 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the nation wild and scenic rivers system.
- (13) Will assist the awarding agency is assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EQ 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- (14) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (15) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended and 7 U.S.C. 2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- (16) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- (17) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133. Audits of Institutions of Higher Learning and other Non-profit institutions.
- (18) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Erie County Health Department

Date



FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: Mario D'Amico III, Fire Chief

DATE: August 15, 2023

RE: Commission Agenda Item – Ratification for Grant

ITEM FOR CONSIDERATION: Requesting legislation for the approval and ratification of the submission of a grant application to the Erie County Community Foundation which was submitted on July 30, 2023. The City Manager notified the City Commission at their meeting on August 14, 2023, of the grant submission.

BACKGROUND INFORMATION: The purpose of this grant is to purchase 100 Roper Lock Boxes for our residential lock box program. The Roper Lock Box initiative is critical to permitting quick access to patients in their time of need. The boxes enable first responders a fast, non-destructive means to gain access to their homes. As the population continues to age, and chronic illnesses and comorbidities develop, the need for access to swift, efficient medical care is imperative. These boxes are already in service throughout the city

BUDGETARY INFORMATION: The total amount of the grant funds applied for is **\$3650.00**. This grant, if awarded, is 100% funded by the Erie County Community Foundation. There are no matching funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval and ratification of the submission of a grant application to the Erie County Community Foundation in the amount of **\$3650.00**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as the deadline for submission of this grant was August 1, 2023.

Approved:

I concur with this recommendation:

Mario D'Amico III, Fire Chief

John Orzech, City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE ERIE COUNTY COMMUNITY FOUNDATION TO PURCHASE ROPER LOCK BOXES FOR THE FIRE DEPARTMENT’S RESIDENTIAL LOCK BOX PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Fire Department’s Residential Lock Box Program provides for the lock boxes to be utilized by Fire Department personnel to gain immediate access to homes when a resident needs medical assistance and is unable to allow entry; and

WHEREAS, the City applied for \$3,650.00 in funding from the Erie County Community Foundation for the purchase of one hundred (100) Roper Lock Boxes for the Residential Lock Box Program; and

WHEREAS, this City Commission was notified by the City Manager at their regularly scheduled meeting on August 14, 2023, of the grant application that was submitted on July 30, 2023; 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 ratify the grant application submitted to the Erie County Community Foundation by the deadline of August 1, 2023; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the Erie County Community Foundation to purchase Roper Lock Boxes for the Fire Department’s Residential Lock Box Program and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should funds be awarded.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: August 16, 2023

SUBJECT: FY 2024 Sandusky Transit System Grant Applications with the Federal Transit Administration

ITEM FOR CONSIDERATION: Request for Resolution authorizing the filing of grant applications with the Federal Transit Administration for FY 2024 Transportation Grants and upon approval for the City Manager to execute any grants or agreements awarded.

BACKGROUND INFORMATION: The City of Sandusky is required to pass a yearly resolution to complete applications for funding with the Federal Transit Administration for transportation grants.

Since 2010, the Ohio Department of Transportation has been the Designated Recipient of Federal Transit Administration funds and State General Revenue Funds. In the past, 2010-2023, ODOT has annually allocated these funds to Rural Transit Program grantees to operate rural transit service. Now, however, due to the result of the 2020 census the Sandusky Transit System has been designated as an urban transit system which requires the City to annually submit an application directly to the Federal Transit Administration to be a direct recipient of 5307 Small Urban (UZA) Grant funding.

Federal funds will have a significant impact on the Sandusky Transit System budget, as it comprises a very large amount of the total operating and maintenance budgets. Without this funding, services could not exist or would have to be drastically reduced.

BUDGET IMPACT: The FTA 5307 Urbanized Area Apportionment Program will account for approximately 50% of STS annual operating budget and 80% of STS annual maintenance budget. The remaining 50% of operating expenses and the remaining 20% of maintenance expenses will be paid by a combination of local matching funds consisting of special interest contracts, the City General Fund, and the Transit Reserve Fund.

ACTION REQUESTED: Resolution authorizing the filing of operating and capital assistance applications with the Federal Transit Administration and upon approval for the City Manager to execute any grants or agreements as awarded. It is further requested that this legislation takes immediate effect in full accordance with Section 14 of the City Charter in order to file the grant application with the Federal Transit Administration at the earliest opportunity for the continued operation of the Sandusky Transit System.

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, City Manager

Colleen Gilson,
Director of Community Development

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL ASSISTANCE THROUGH THE FY 2024 URBANIZED AREA FORMULA FUNDING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Federal Transit Administration (FTA) provides grants to local public transit systems, including buses, subways, light rail, commuter rail, trolleys and ferries and since 1964, has partnered with state and local governments to create and enhance public transportation systems, investing more than \$13 billion annually to support and expand public transit services, and provides annual formula grants to transit agencies nationwide as well as discretionary funding in competitive processes; and

WHEREAS, the City was notified by the Federal Transit Administration that the federal funding for the Sandusky Transit System will be transitioning from the Formula Grants for Rural Areas (Section 5311) to the Urbanized Area Formula Grants (Section 5307) Small Urban (UZA) Grant funding resulting from the Census Bureau's recent publication of new urban area boundaries based on 2020 Census data; and

WHEREAS, the Urbanized Area Formula Funding program, as authorized by 49 U.S.C. Section 5307, makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas as defined as having a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City and may require the City to provide the local share of the project cost; and

WHEREAS, the Urbanized Area Formula Grant will provide approximately 50% of operating expenses and 80% of maintenance expenses for the Sandusky Transit System and the remaining expenses will be paid by a combination of local matching funds consisting of special interest contracts, General Funds and Transit Reserve Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to file the grant application with the Federal Transit Administration at the earliest opportunity for the continued operation of the Sandusky Transit System; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this

Resolution be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized to execute and file an application for federal assistance on behalf of the City of Sandusky with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing projects administered by the Federal Transit Administration including FY 2024 Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, as the City of Sandusky is the designated recipient as defined by 49 U.S. §5307(a)(2).

Section 2. The City Manager is authorized to execute and file with the City's application the annual certifications and assurances and any other documents the Federal Transportation Administration may require before awarding a federal assistance grant or cooperative agreement.

Section 3. The City Manager is authorized to execute any grant and cooperative agreements with the Federal Transit Administration on behalf of the City for the Sandusky Transit System and lawfully expend funds consistent with the application should they be awarded.

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 28, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

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

Date: August 14, 2023

Subject: Commission Agenda Item –OPWC Application, Round 38 - Camp Street Resurfacing and Reconstruction Project-Monroe Street to Perkins Avenue

ITEM FOR CONSIDERATION: Requesting legislation approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 38 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required. The application is for Camp Street from West Monroe Street to Perkins Avenue.

BACKGROUND INFORMATION: The City was unsuccessful in 2020 to receive funding for this same project. However, the city was successful in 2019 to receive OPWC funding for Camp Street from Monroe north to West Washington Street.

In an effort to complete the Camp Street corridor for a major north-south collector street, the Public Works Department is continuing to pursue all funding opportunities. Using the Transmap pavement survey from 2015 and extrapolating the score since its original evaluation, the City calculates the current 2023 Pavement Condition Index (PCI) rating for this section of Camp Street averages 42; which is a poor ranking. The PCI Ranking System typically recommends asphalt resurfacing as a pavement treatment for this score.

BUDGETARY INFORMATION: There is no cost to submit the application. The cost of this project is estimated to be \$360,573.00 and the City will be requesting a combination of OPWC grant and loan funds in the amount of \$175,000.00. The City's total portion of the project \$185,573.00 would be funded with Capital Projects Funds, American Rescue Plan Act Funds, and/or annual resurfacing funds from the City's 2024 budget.

The application will be written to maximize the amount of points received, increasing the possibility of being awarded funding based on the combination of grant/loan money requested. Notification of award would be in December 2023. If awarded, the project would be constructed during the second half of 2024 since funds would not become available until July.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 38 applications 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 submit this application package and Resolution to the OPWC District 5 Integrating Committee by the September 8, 2023 deadline.

I concur with this recommendation:

John Orzech, City Manager

Aaron M. Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE CAMP STREET RESURFACING AND RECONSTRUCTION PROJECT – MONROE STREET TO PERKINS AVENUE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City calculates the current 2023 Pavement Condition Index (PCI) rating for the section of Camp Street from Monroe Street to Perkins Avenue to be 42, which is a poor ranking; and

WHEREAS, the proposed Camp Street Resurfacing and Reconstruction Project involves the resurfacing and reconstruction of Camp Street from Monroe Street to Perkins Avenue; and

WHEREAS, the current estimated cost for the Camp Street Resurfacing and Reconstruction Project is \$360,573.00 and the City is requesting a combination of grant and loans funds in the amount of \$175,000.00 and if awarded, the City's portion of the project will be \$185,573.00 and is anticipated to be paid with Capital Projects Funds, American Rescue Plan Act Funds, and/or annual resurfacing funds from the City's 2024 budget; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application package and Resolution to the OPWC District 5 Integrating Committee by the deadline of September 8, 2023; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Camp Street Resurfacing

and Reconstruction Project – Monroe Street to Perkins Avenue and authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, Interim City Manager

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

Date: August 14, 2023

Subject: Commission Agenda Item –OPWC Application, Round 38 for the Downtown Street Paving Project

ITEM FOR CONSIDERATION: Requesting legislation approving the submission of one application to participate in the Ohio Public Works Commission (OPWC) Round 38 State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP) and to execute contracts as required for the Downtown Street Paving Project.

BACKGROUND INFORMATION: The last downtown street resurfacing was in 1999 as part of a large-scale streetscape project. At 24 years old, this pavement surface has outlived its useful life with potholes prevalent on most of these blocks of streets. The blocks of Market beyond Jackson and Wayne Streets are 47 years old (from 1976), according to City records. With over almost 2,000 vehicles per day on each of these streets and popularity of downtown, this project looks to score well based on the Public Works Commissions scoring criteria. The specific work would mill and pave the most deteriorated surface course of asphalt, repair/replace full-depth sections, adjust manholes and improve drainage and striping within this segment.

BUDGETARY INFORMATION: There is no cost to submit the application. If awarded, any matching funds required would be incorporated into the 2024 budget. The cost of the project is currently estimated at \$492,615.00. The City is planning to apply for \$175,000 of OPWC funds. The City's portion of the project is \$317,615 and will be paid with annual resurfacing funds from the City's 2024 budget.

Notification of award would be in December 2023. If awarded, the project could be constructed as soon as late summer/fall of 2024. Supplementing City funds with OPWC grant funds is desirable to reduce the City's share, and to allow more streets beyond downtown to be paved, as staff have been working on in recent years.

ACTION REQUESTED: It is recommended that the authorization for preparation and submittal for OPWC Round 38 applications 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 submit this application package and Resolution to the OPWC District 5 Integrating Committee by the September 8, 2023 deadline.

I concur with this recommendation:

John Orzech
City Manager

Aaron M. Klein, P.E.
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION BY THE CITY MANAGER FOR FINANCIAL ASSISTANCE AND TO ENTER INTO A PROJECT AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION (OPWC) IN ORDER TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AUTHORIZED BY CHAPTER 164 (AID TO LOCAL GOVERNMENT IMPROVEMENTS) OF THE OHIO REVISED CODE FOR THE DOWNTOWN STREET PAVING PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the last downtown street resurfacing project was in 1999 as part of a larger scale streetscape project and the blocks of Market Street beyond Jackson and Wayne Streets were paved in 1976 and the pavement surfaces have outlived their useful life with potholes prevalent on most of the blocks of streets; and

WHEREAS, the Downtown Street Paving Project involves the milling and paving of the most deteriorated surface course of asphalt, repairing/replacing full-depth sections, adjusting manholes and improving drainage and striping within the project area; and

WHEREAS, the current estimated cost for the Downtown Street Paving Project is \$492,615.00 and the City is requesting funds in the amount of \$175,000.00 and if awarded, the City's portion of the project will be \$317,615.00 and will be paid with annual resurfacing funds from the City's 2024 budget; and

WHEREAS, a certified copy of the legislation approving the project is required by the governing body of the applicant; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application package and Resolution to the OPWC District 5 Integrating Committee by the deadline of September 8, 2023; and

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

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

Section 1. This City Commission hereby approves the submission of an application for financial assistance with the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs as provided in Chapter 164 of the Ohio Revised Code for the Downtown Street Paving

Project and authorizes and directs the City Manager to file the application for assistance and authorizes and directs the City Manager and/or Finance Director to provide any necessary information and assurances and to execute appropriate project agreements if assistance is awarded by the Ohio Public Works Commission.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: August 14, 2023

Subject: **Commission Agenda Item – Permission to Bid 2023 Jaycee and Washington Park Concrete Project**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2023 Jaycee and Washington Park Concrete Project.

BACKGROUND INFORMATION: The addition of sidewalks to provide better access to upcoming amenities at both Jaycee and Washington Parks for enhanced park experiences at each location.

With Jaycee Park recently taking on a makeover with the addition of a multi-use path and resurfacing of its two parking lots, this part of the project involves the addition of a walkway and concrete slab, to be used as the foundation under a 20' x 20' shelter building just south of the parking lot off Wayne Street that will provide shade and a hub for different activities on this end of the park. A generous grant of \$29,451 from the Dorn Foundation for use in Neighborhood Parks will pay for 100% of this work.

At West Washington Park (NW Quadrant), due West of the Popcorn Wagon location, this part of the project involves the addition of an oversized chess board, approximately 32' x 20' complete with oversized pieces and seating will lie just North of the existing diagonal walk between the center of the park and the popcorn wagon on the SW corner of Washington Row and Columbus Ave. A generous grant of \$4,000 from the Michelle Wightman and Karrie Wieber Charitable Foundation to the Friends of the Sandusky Greenhouse and the remaining \$11,457.00 funds coming from the Mylander Foundation donation for City of Sandusky Parks & Recreation will pay for 100% of this work.

The City anticipates bidding similar work types at both locations together will be advantageous for pricing as one project. Both locations work can be accomplished by a contractor specializing in concrete construction. The entire 2023 Jaycee and Washington Park Concrete Project has an Engineer's Estimate of \$44,908 and a completion date of December 1, 2023 has been set.

BUDGETARY INFORMATION: The engineer's estimate for the 2023 Jaycee and Washington Park Concrete Project is \$44,908 which shall be paid for with \$29,451 in donated funds from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$11,457 in donated funds from the Mylander Foundation, and \$4,000 from the Friends of the Sandusky Greenhouse Funds donated from the Wightman-Wieber Charitable Foundation.

ACTION REQUESTED: It is recommended that the proposed 2023 Jaycee and Washington Park Concrete Project be approved for bidding and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete these improvements this construction season and prior to the deadline of December 1, 2023.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; J. Harris, Interim Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2023 JAYCEE AND WASHINGTON PARK CONCRETE PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed 2023 Jaycee and Washinton Park Concrete Project involves the addition of a walkway and concrete slab, to be used as the foundation under a 20' x 20' shelter, at Jaycee Park just south of the parking lot off Wayne Street and the addition of an oversized concrete chess board, approximately 32' x 20', and walkway at the northwest quadrant of West Washington Park; and

WHEREAS, the total estimated cost for this project is \$44,908.00 of which \$29,451.00 will be paid funds donated from the Randolph J. & Estelle M. Dorn Foundation designated for the Sandusky Neighborhood Initiative, \$11,457.00 will be paid with funds donated from the Mylander Foundation, and \$4,000.00 will be paid with Friends of the Sandusky Greenhouse Funds donated from the Michelle Wightman and Karrie Wieber Charitable Foundation; 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, receive competitive prices and complete these improvements this construction season and prior to the deadline of December 1, 2023; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2023 Jaycee and Washington Park Concrete Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2023 Jaycee and Washington Park Concrete Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2023 Jaycee and Washington Park Concrete Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



DEPARTMENT OF PLANNING

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

To: John Orzech, City Manager

From: James A. Stacey III, Transit Administrator

Date: 8/16/2023

Subject: Commission Agenda Item – Sandusky Transit Maintenance Complex Lighting Upgrade

ITEM FOR CONSIDERATION: Legislation authorizing the City Manager to enter into an agreement with South Shore Electric, Inc. of Elyria, Ohio for the Sandusky Transit Maintenance Complex Lighting Upgrade Project.

BACKGROUND INFORMATION:

On May 13, 2022, the City filed an application with the Ohio Department of Transportation for CY 2023 Bus and Bus Facilities Program Grant and subsequently was awarded \$18,000 through the Ohio Transit Partnership program (OTP2) to preform an LED Lighting Upgrade to the maintenance facility at STS Operations, located at the Amtrak Building, 1230 N. Depot St. The project involves the removal and replacement of high-bay lights in the Maintenance Garage and ceiling fixtures in the Garage office /storage area with new LED light fixtures and the installation of two light fixtures in the Parking Lot and the replacement of one wall mounted light fixture. This lighting upgrade will not only reduce the annual utility bill for the maintenance garage but will provide STS mechanics with a safe and efficient workspace.

A Request for Proposals (RFP) was issued on June 15, 2023, to furnish and install the necessary light fixtures and bulbs to lighting units in the Sandusky Transit Maintenance Complex. Proposals were received on July 6, 2023, with a total of two proposals being received. Both proposals were evaluated by a selection committee and based upon service and price, delivery time, and qualifications, the proposal from South Shore Electric, Inc. was determined to be the lowest and best.

BUDGETARY INFORMATION: The total cost of the work shall not exceed \$17,400.00 and will be fully reimbursed with Ohio Transportation Partnership Program (OTP2) funds from the Ohio Department of Transportation.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City Manager to enter into an agreement with South Shore Electric, Inc. of Elyria, Ohio for the Sandusky Transit Maintenance Complex Lighting Upgrade Project and that the necessary legislation be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the project and allow funds to be reimbursed in accordance with the grant agreement.

I concur with this recommendation:

James A. Stacey III, Public Transit Administrator

I concur with this recommendation:

John Orzech, City Manager

Colleen Gilson,
Director of Community Development

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

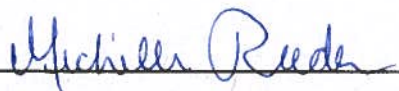
CERTIFICATE OF FUNDS

In the Matter of: South Shore- Transit Lighting Project

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

Account # 218-6810-53000

By: _____



Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH SHORE ELECTRIC, INC. OF ELYRIA, OHIO, FOR THE SANDUSKY TRANSIT MAINTENANCE COMPLEX LIGHTING UPGRADE PROJECT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved and ratified the filing of a grant application with the Ohio Department of Transportation (ODOT) through the U.S. DOT Federal Transit Administration for the CY 2023 Bus and Bus Facilities Program Grant for a LED Lighting Project for the Sandusky Transit System by Resolution No. 036-22R, passed on May 23, 2022, and subsequently was awarded funds through the Ohio Transit Partnership Program (OTP2) in the amount of \$18,000.00; and

WHEREAS, the Sandusky Transit Maintenance Complex Lighting Upgrade Project involves the removal and replacement of high-bay lights in the Maintenance Garage with new LED light fixtures, removal and replacement of ceiling fixtures in the Garage office / storage area with new LED light fixtures, installation of two (2) light fixtures in the Parking Lot with new LED light fixtures and the replacement of one (1) wall mounted light fixture; and

WHEREAS, a Request for Proposals (RFP) was issued on June 15, 2023, for the Sandusky Transit Maintenance Complex Lighting Upgrade in which two (2) proposals were received and evaluated by a selection committee and based upon service and price, delivery time, and qualifications, the proposal from South Shore Electric, Inc. of Elyria, Ohio, was determined to be the lowest and best; and

WHEREAS, the total cost for the project is \$17,400.00 and will be paid with reimbursed funds from the Ohio Transportation Partnership Program (OTP2); 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 complete the project and allow funds to be reimbursed in accordance with the grant agreement; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with South Shore Electric, Inc. of Elyria, Ohio, for the Sandusky Transit Maintenance Complex Lighting Upgrade Project for the Sandusky Transit System,

consistent with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this Ordinance and specifically incorporated as if fully rewritten herein, at an amount **not to exceed** Seventeen Thousand Four Hundred and 00/100 Dollars (\$17,400.00).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



South Shore Electric, Inc.
589 Ternes Lane
Elyria, Ohio 44035

Phone: 440-366-6289

Fax: 440-366-6940

kbuckley@southshoreelectricinc.com

July 6, 2023

City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Attn.: Megan Stookey
Re: Sandusky Transit Maintenance Complex Lighting Upgrade
Subj.: Electrical Quote

Ladies and Gentlemen,

We propose to furnish and install electrical equipment for the Sandusky Transit Maintenance Complex Lighting Upgrade project in Sandusky, Ohio per plans and specs to include:

- A) Make existing circuitry safe and remove existing light fixtures.
- B) Provide LED replacement light fixtures, basically one for one, of existing light fixtures to include:
 - a. Two (2) combo exit/emergency lights to replace existing exit lights.
 - b. Two (2) double remote head egress lights to replace existing egress lights.
 - c. Five (5) 4' surface mount lensed fixture to replace 4', 4lamp wraparound fixture.
 - d. Thirty-six (36) 8' LED strip fixtures to replace 8' shop light fluorescent fixtures. Re-use chain/cord assemblies where hanging fixtures occur.
 - e. Four (4) exterior wall packs to replace existing wall packs and par flood lights.
 - f. One (1) exterior downlight wall pack to replace existing at exterior door.
 - g. Does NOT include replacement of existing pole mounted fixtures, as these are already LED energy efficient.
- C) Provide scissor lift as needed for timely, efficient and safe installation.
- D) In all cases, utilize existing circuitry, switches and lighting controls. Update panel schedule as necessary.
- E) Does NOT include any costs to upgrade or repair of circuitry found or discovered to be deficient, faulty or not complying with current code.
- F) Engage electrical inspector for inspection of new installation. Does NOT include any permit fees.
- G) All work to comply with OSHA, SSEI and the City of Sandusky safety standards and regulations.
- H) All work to be performed during regular business hours.

Lot Price Electrical: \$17,400.00

Any questions, comments or feedback, please do not hesitate to contact our office at 440-366-6289, my email at kbuckley@southshoreelectricinc.com or my cell at 216-389-5371

Respectfully submitted,

Keith A. Buckley
President

J:2023-quotes/Sandusky Transit Maintenance Complex Lighting Upgrade – SSEI Proposal 7-6-2023

South Shore Electric is an Equal Opportunity Employer and 100% Drug Free Workplace



South Shore Electric, Inc.
589 Ternes Lane
Elyria, Ohio 44035

Phone: 440-366-6289
Fax: 440-366-6940

Trade References:

Commercial:

AECOM Technical Services, LLC
1300 E. 9th Street, Suite 500
Cleveland, Ohio 44114
General Contractor
Contact: Sean Murphy, 440-865-0032

Mosser Construction, Inc.
122 S. Wilson Ave.
Fremont, Ohio 43420
General Contractor
Contact: Rick Kusmer, 419-334-3801

Ray Fogg Building Methods, Inc.
981 Keynote Circle, Suite 15
Brooklyn Heights, Ohio 44131
Contact: 216-351-7976

Seitz Builders, Inc.
8055 Broadview Road
Broadview Heights, Ohio 44147
Contact: Bob Seitz, 440-773-9451

John G. Johnson
1284 Riverbed Street
Cleveland, Ohio 44113
Contact: 216-938-5050

Industrial:

Ridge Tool Company
400 Clark Street
Elyria, Ohio 44035
Contact: Brian Sather, 440-329-4715

Dura-line
860 Garden Street
Elyria, Ohio 44035
Contact:

Trademark Global
7951 West Erie Ave.
Lorain, Ohio 44053
Contact: 440-960-627

Service:

Parkway Construction
2591 Center Road
Hinkley, Ohio 44233
General Contractor
Contact: William Krysh, 440-582-4255

Costco- Avon
35804 Detroit Road
Avon, Ohio 44011
Contact: Amy Thompson, 440-930-0103

Costco – Strongsville
16690 Royalton Road
Strongsville, Ohio 44136
Contact: 440-783-3415

EXHIBIT "A"



South Shore Electric, Inc.
589 Ternes Lane
Elyria, Ohio 44035

Phone: 440-366-6289
Fax: 440-366-6940

Officers and Key Employees:

Keith Buckley
President
440-366-6289
kbuckley@southshoreelectricinc.com

Freda VerBurg
Controller
440-366-6289
fverburg@southshoreelectricinc.com

Tom Kvach Jr., SMS
Safety Management Specialist
440-366-6289
tkvach@southshoreelectricinc.com

EXHIBIT "A"



South Shore Electric, Inc.
589 Ternes Lane
Elyria, Ohio 44035

Phone: 440-366-6289

Fax: 440-366-6940

Re: Relevant Facilities and Personnel

To Whom It May Concern:

South Shore Electric, Inc. is located at 589 Ternes Avenue, Elyria, Ohio 44035. The facilities are approximately 11,000 sq. ft. in size and contain sufficient equipment and tools to support this project.

South Shore Electric, Inc. has experienced and knowledgeable Project Managers, Foremen and Field Personnel to support this project.

Keith A. Buckley
President

EXHIBIT A



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager
From: Nicole Grohe, Community Development Program Administrator
Date: August 17th, 2023

Subject: Commission Agenda Item – Permission to Bid Asbestos Abatement and Demolition of 917 Jackson St. Ext. Project

Item for Consideration: Resolution of necessity for permission to bid the demolition of a residential property located at 917 Jackson St. Ext., Parcel number 58-01917.000.

Background Information:

The property was ordered for demolition by the City's Housing Appeals Board and an affidavit of demolition was recorded on 4/20/2023. City staff are requesting permission to bid out the demolition of the above property. An asbestos survey and environmental review will be completed. If approved the city will subsequently seek proposals for the demolition bidding process. After receipt and review of bids, staff will present to the 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 initial cost for the demolition and asbestos abatement will be paid with Special Assessment Nuisance Funds which will be reimbursed by the Erie County Health Department through an MOU.

Action Requested: It is requested that the proposed 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
Director of Community Development

John Orzech
City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: Erie County Health Department- CDBG Lead removal program

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

Account # 241-4447-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED ASBESTOS ABATEMENT AND DEMOLITION OF 917 JACKSON STREET EXTENSION PROJECT; 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 Asbestos Abatement and Demolition of 917 Jackson Street Extension Project involves the asbestos abatement and demolition of a residential structure located at 917 Jackson Street Extension which was 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 initially be paid with Special Assessment Nuisance Funds and then reimbursed through a Memorandum of Understanding with the Erie County Health Department; 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 the proposed Asbestos Abatement and Demolition of 917 Jackson Street Extension Project.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Asbestos Abatement and Demolition of 917 Jackson Street Extension Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Asbestos Abatement and Demolition of 917 Jackson Street Extension Project as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: August 28, 2023



FINANCE DEPARTMENT

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Michelle Reeder, Finance Director
DATE: August 10, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Requesting legislation to enter into an agreement with Rea & Associates, Inc. of New Philadelphia, Ohio, to conduct our annual audit for fiscal years 2023 through 2027.

BACKGROUND INFORMATION:

The State of Ohio's Auditor office performed our audit for fiscal years 2021 and 2022. Prior to 2021, Rea & Associates performed our audit for 11 years. The State has released us to have future audits performed by an independent auditor again for fiscal years 2023 through 2027. The State initiated a request for proposals process, where six firms submitted proposals. These proposals were scored by the State of Ohio and the City. Rea & Associates attained the highest score. The Finance Committee has also been advised of the RFP process and are in agreement with the scoring process and confident that Rea & Associates is best suited to perform our audit.

BUDGETARY INFORMATION

The total cost to complete our audit for fiscal years 2023 through 2027 will be \$279,090 and is detailed below. The annual audit fee for will be split 50% to be paid by the General Fund, 25% by the Water Fund, and 25% by the Sewer Fund.

<u>Fiscal Year</u>	<u>Annual Fee</u>
2023	\$54,000.00
2024	\$55,800.00
2025	\$54,720.00
2026	\$56,430.00
2027	\$58,140.00
Total	\$279,090.00

ACTION REQUESTED:

It is requested that legislation be approved to enter into an agreement with Rea & Associates to complete our audits for fiscal years 2023 through 2027. It is further requested to pass this legislation in accordance with Section 14 of the City Charter under suspension of the rules in order to immediately execute the agreement so that we can meet the State's deadline August 29, 2023 to sign this agreement.

John Orzech
City Manager

Michelle Reeder
Finance Director

CC: Justin Harris, Interim Law Director

CERTIFICATE OF FUNDS

In the Matter of: Rea & Associates-2023 through 2027 audit

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

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

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE AUDITOR OF STATE, CITY OF SANDUSKY, AND REA & ASSOCIATES, INC., OF NEW PHILADELPHIA, OHIO, FOR AUDITING SERVICES FOR THE FISCAL YEARS 2023-2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Auditor of the State of Ohio relies on the assistance of and contracts with Independent Public Accountants (IPA) to satisfy their obligation to perform statutorily required audits of each public office in Ohio; and

WHEREAS, the Auditor of State, City of Sandusky, Erie County, and Rea & Associates, Inc. entered into a Memorandum of Agreement on March 25, 2011, for the purposes of auditing and subsequently executed a five (5) year Extension Agreement that expired on December 31, 2019; and

WHEREAS, IPA firms are typically limited to auditing entities for no more than ten (10) consecutive years, however, the City received a waiver for an additional one (1) year extension for fiscal year 2020; and

WHEREAS, the State of Ohio Auditor’s office performed the City’s audit for fiscal years 2021 and 2022 and has released the City to have future audits performed by an IPA again for years 2023 through 2027; and

WHEREAS, the Auditor of State issued a Request for Proposals (RFP) on July 11, 2023, to conduct the City’s audit for fiscal periods January 1, 2023 through December 31, 2027, in which six (6) proposals were received and evaluated by the State of Ohio and the City and based upon their score, Rea & Associates was selected as the most advantageous to the Auditor of State and City to perform the audits; and

WHEREAS, the cost of the auditing services will be paid with General Funds (50%), Water Funds (25%), and Sewer Funds (25%) and is detailed as follows:

<u>Fiscal Year</u>	<u>Annual Fee</u>
2023	\$54,000.00
2024	\$55,800.00
2025	\$54,720.00
2026	\$56,430.00
2027	<u>\$58,140.00</u>
Total	\$279,090.00

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute and forward the Memorandum of Agreement to the Auditor of State by the deadline of August 29, 2023; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Agreement between the Auditor of State, City of Sandusky, and Rea & Associates, Inc. for auditing services for the fiscal periods January 1, 2023 through December 31, 2027, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions thereto as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds to Rea & Associates, Inc. of New Philadelphia, Ohio, in the amount of \$54,000.00 for FY 2023, \$55,800.00 for FY 2024, \$54,720.00 for FY 2025, \$56,430.00 for FY 2026, and \$58,140.00 for FY 2027 for a total amount **not to exceed** Two hundred Seventy-Nine Thousand Ninety and 00/100 Dollars (\$279,090.00).

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its 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 28, 2023

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

MEMORANDUM OF AGREEMENT

This agreement is entered into as of the ____ day of _____, _____, by and between _____ an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and _____, _____ County (Public Office) WITNESSETH:

Whereas, the Auditor of State on _____, issued a Request for Proposals for an engagement related to _____, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and _____, Revised Code, for fiscal periods _____.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name _____

Address _____

Number of Hours	Rate Per Hour	Total Subcontract
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IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Legislative Authority or Designee for	_____	Date
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_____	_____	Date
-------	-------	------

APPROVAL:

Compliance, Auditor of State Office of KEITH FABER, Auditor of State of Ohio In Accordance with Sections 117.11 & _____ Revised Code (Not valid unless approved by AOS Representative)	_____	Date
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OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPA_Correspondence@ohioauditor.gov
(800) 282-0370

Certification of Compliance with Procurement Requirements

This is to certify that, to the best of my knowledge and belief as the appropriate official of the _____, we have complied with all applicable federal, state and local procurement requirements in the selection of the firm _____ to perform the audit of the _____, which is the subject of the accompanying contract.

Date

EXHIBIT "A"

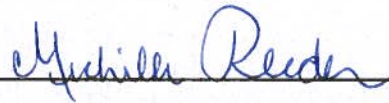
CERTIFICATE OF FUNDS

In the Matter of: John Orzech- Compensation agreement

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

Account # 110-7020-51001, 612-5900-51001, 613-5900-51001

By: _____



Michelle Reeder

Finance Director

Dated: 8/24/2023

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SANDUSKY AND JOHN T. ORZECH, JR.; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission has determined that it is appropriate and in the best interests of the City of Sandusky, Ohio, to enter into an Employment Agreement with John T. Orzech, Jr., setting forth the terms of his employment as City Manager thereof (the "Employment Agreement"), a copy of which is marked Exhibit "A" and is attached to this Ordinance; 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. For the reasons set forth in the preambles hereto, this City Commission hereby approves the Employment Agreement, and the President of the City Commission, as the Ex-Officio Mayor of this City, is hereby authorized and directed to execute the Employment Agreement on behalf of this City substantially in the same form as attached to this Ordinance, a copy of which is marked Exhibit "A", and is 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 as being consistent with carrying out the terms of this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any committees that resulted in those formal actions were in meetings held in compliance with the law.

Section 4. For the reasons set forth in the last 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 passage 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 28, 2023

EMPLOYMENT AGREEMENT
FOR JOHN T. ORZECHE JR.

This Employment Agreement (the "Agreement"), made at Sandusky, Ohio, effective as of the _____ day of August, 2023, by and among CITY OF SANDUSKY, a chartered, Ohio Municipal Corporation organized under the laws of Ohio (hereinafter referred to as "City" or "Employer") and JOHN T. ORZECHE, JR. who is herein called "Employee," is to EVIDENCE THAT, in consideration of the mutual promises made in this Agreement, the City and Employee (collectively, the "Parties") agree as follows:

1. Employment.

1.1 Offer and Acceptance of Employment. Upon the terms and conditions stated in this Agreement and in reliance upon Employee's promises made in this Agreement, the City hereby offers to employ Employee (as an "at-will" employee) in the capacity of City Manager, and Employee hereby accepts such employment with the City.

1.2 Entire Agreement. This Agreement represents the entire agreement between Employee and the City regarding Employee's employment with the City. Both Parties acknowledge that there are no verbal or other written understandings, arrangements, commitments and/or agreements between the Parties regarding Employee's employment with the City. Employee acknowledges that, as an inducement to sign and perform under this Agreement, Employee has not relied upon any promises, statements or representations of the City which are not expressly stated in this Agreement.

1.3 Changes to Agreement. Except as otherwise expressly stated herein, this Agreement may be changed or amended only by a written document which is clearly designated as an amendment to this specific Agreement and only if such written document is signed by both the City and Employee.

1.4 Waiver of Agreement Provisions. No course of action by either Party and no refusal or neglect of either Party to exercise a right granted under this Agreement or to enforce compliance with any provision of this Agreement shall constitute a waiver of any provision of or any right under this Agreement, unless such waiver is expressed in a written document which is clearly designated as a waiver of a specific provision(s) of this Agreement and unless such document is signed by the waiving Party.

1.5 Survival of Agreement. All provisions of this Agreement are severable and neither this Agreement nor any provision hereof shall be affected by the invalidity or unenforceability of any other provision of this Agreement.

2. Term.

The term of this Agreement (the "Employment Term") shall commence on August 8, 2023 and shall continue for a period of three (3) years, unless terminated earlier as provided herein. This Agreement shall automatically be extended an additional one (1) year unless notice that the Agreement shall terminate is given at least six (6) months before the anniversary date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

3. Compensation.

3.1 Annual Base Salary. In consideration for the satisfactory performance of

Employee's promises made in this Agreement (as determined by the City in its reasonable discretion), the City shall pay Employee a basic salary (the "Basic Salary") in the amount of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00). The Basic Salary shall be payable in the same manner and at the same time as other non-bargaining employees of the City are paid.

3.2 Raises & Adjustments. At any time during the term of this Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.1 of this Agreement, except by mutual written agreement between Employee and Employer. Unless Employer determines otherwise, the Employee shall receive the same percentage increase in pay as the non-bargaining employees receive.

4. Employee's Duties and Responsibilities.

4.1 Professional and Administrative Duties and Responsibilities. During the Employment Term, Employee will perform certain functions and duties including those specified in Section 32 of the Charter of the City, the Codified Ordinances of the City, the laws of the State of Ohio, to perform any other legally permissible duties and functions as the Commission shall from time-to-time assign, and to develop and establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.

4.2 Expenditure of Time. During the Employment Term, Employee shall devote full-time business and practice time and Employee's best efforts, skill, labor, expertise, and attention to the position of City Manager exclusively for the City and to performing Employee's duties and obligations assigned to Employee under this Agreement and, at all times, shall faithfully and diligently serve and further the best interests of the City and its citizens. The employment provided for by this Agreement shall be the Employee's sole employment, except that Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements must neither constitute interference with or a conflict of interest with the responsibilities of the Employee under this Agreement.

4.3 Hours of Work. It is recognized that the responsibilities of the City Manager require 24-hour access and a flexible schedule. It is understood the Employee may be required to work outside the normal business hours and shall be allowed to adjust his schedule accordingly to establish an appropriate work week. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his assigned duties and responsibilities.

5. Vacations and Other Time-Off.

5.1 Vacations. The Employee currently has 25 years of total service credit for purpose of vacation accrual and shall continue to accrue such leave in accordance with the schedule set forth in Section 145.11 of the City of Sandusky Codified Ordinance.

5.2 Holidays. During the Employment Term, Employee shall also be entitled to additional days of time-off, with full Basic Salary, for holidays in accordance with the City's general holiday policy as may be periodically amended or pro-rated by the City' in its reasonable discretion.

5.3 Sick-Time. The Employee shall accrue sick leave as set forth in Section 145.15 of the City of Sandusky Codified Ordinances and shall be paid out, at the appropriate time, as set forth in Section 145.18 of the City of Sandusky Codified Ordinances.

6. Fringe and Other Benefits.

6.1 Fringe Benefit Programs. During the Employment Term, Employee shall be eligible to participate in the City's fringe benefit programs and plans in accordance with their terms, conditions and eligibility requirements as may be periodically amended by the City in its reasonable discretion.

6.2 Working Facilities. During the Employment Term, the City will furnish Employee with an office, support and secretarial assistants and other facilities and services suitable (as determined by the City) to Employee's position and for the performance of Employee's duties and obligations under this Agreement.

6.3 Mileage Reimbursement. Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of Employee's vehicle that is not related to commuting to and from work.

6.4 Insurance Benefits. The Employer agrees to make available such health care insurance plan(s) as is generally available to other non-bargaining employees of the City. In the event no such plan exists, Employer agrees to make its best efforts to make available to Employee a health care insurance plan for the Employee, and if the Employee elects, his dependents, in a manner mutually agreed upon by Employer and Employee. Employee shall be entitled to other benefits available to non-bargaining unit employees, as set forth in Chapter 145 of the City of Sandusky Codified Ordinances.

7. Termination.

7.1 Termination by Notice. In addition to termination under any other provision of this Agreement, the Employment Term may be terminated by the majority of the City Commission votes to terminate the Employee in a properly posted and duly authorized open public meeting.

7.2 Employee's Death or Disability. In addition to termination under any other provision of this Agreement, the Employment Term shall terminate: (a) automatically, immediately and without prior notice upon Employee's death; or (b) at the option of the City, upon Employee's incurring a disability as defined herein. For purposes of this Agreement, the term "disability" means any physical or mental condition resulting from accident or illness which prevents (as determined by the City in their reasonable discretion) Employee from performing Employee's then-existing duties and obligations under this Agreement for any period or periods aggregating three hundred sixty (360) days whether consecutive or not, within any twenty-four (24) month period. Provided, however, that the payments, if any, required to be made pursuant to Section 3 may be made.

7.3 Immediate Termination "For Cause". In addition to termination under any other provision of this Agreement, the City may (by majority vote of City Commission) immediately terminate the Employment Term, at any time and without prior demand or notice, if: (a) Employee commits a crime against the City, or any of their respective officers, directors, shareholders, members, employees, Clients or agents of the City; (b) Employee is convicted of a felony or crime of moral turpitude; (c) Employee is declared of unsound mind by an Order of a Court; or (d) willful misconduct or gross neglect of duties which has resulted in or in all probability will likely result in damage to the City (provided that within 30 days after receiving notice of such misconduct or neglect, on which the Employer is relying to terminate Employee for cause, the Employee is provided the opportunity to defend himself before the Employer).

7.4 Legislative Termination. If the Employer, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

7.5 Breach by Employer. If the City reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average deduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

7.6 Termination by Mutual Consent. In addition to termination under any other provision herein, the Parties may terminate the Employment Term upon entering into a written instrument outlining the terms and conditions of the termination, signed, and dated by both Parties.

7.7 Results of Termination of Employment Term. Upon termination or cessation of the Employment Term by either Party (for any reason, with or without cause), neither Party shall have any further obligation to the other Party, except for obligations which have accrued prior to or at such cessation or termination (including, but not limited to, Employee's promises and obligations under Section 4).

7.8 Right to Cure. Breach of contract declared by either party will have a mutual 30-day cure period. Written notice of a breach of contract shall be provided in case of the Employer's breach, to the Commission Clerk at 240 Columbus Avenue, Sandusky, OH 44870 or the City Manager's office at 240 Columbus Avenue, Sandusky, OH 44870, in case of a breach by Employee.

8. Severance.

8.1 Applicability. Severance shall be paid to the Employee when employment is terminated as defined by Sections 7.1, 7.4, 7.5 or 7.6 of this Agreement.

8.2 Compensation. If the Employee is terminated in accordance with either Section 7.1, 7.4, 7.5 or 7.6 of this Agreement, the Employer shall provide a minimum severance equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option. Should the Employee be terminated under Section 7.4, and there is a similar position offered to the Employee of similar pay, the Employee may at his option, choose the position in lieu of the severance.

8.3 Fringe Benefits. Upon termination, the Employee shall also be compensated for all accrued vacation, leave and all paid holidays.

8.4 Health Insurance. For a minimum period of six (6) months following termination as defined by Sections 7.1, 7.4, 7.5 or 7.6 of this Agreement, Employer shall pay the cost to continue health insurance for the Employee and all dependents, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Action ("COBRA").

8.5 Forfeiture of Severance. If the Employee is terminated "For Cause" pursuant to Section 7.3, then the Employer is not obligated to pay severance under this Section.

9. Miscellaneous.

9.1 Headings and Captions. The headings and captions designated in this Agreement are for convenience only and shall not be used to interpret, enlarge or limit any provision of this Agreement.

9.2 Word Usage. For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine, and neuter include each other.

9.3 Ohio Law. This Agreement is signed and executed in the City of Sandusky, Erie County, Ohio and Ohio's laws shall govern all disputes, controversies, matters of interpretation, and litigation arising hereunder. The City and Employee agree that, even if Employee becomes a resident of another State, exclusive venue for all litigation arising under this Agreement lies with the State Courts located within Erie County, Ohio and, further, agree to submit (jointly and individually) to the personal jurisdiction of such State Courts.

9.4 Survival. Notwithstanding termination of the Employment Term hereunder, this Agreement shall survive for the purpose of enforcing the duties and obligations of the respective Parties subsequent to said termination.

9.5 Notices. Any and all notices or other communications provided for herein shall be given in writing by Certified Mail, Return Receipt Requested, which shall be addressed in the case of the City to its principal office in Sandusky, Ohio and in the case of Employee to his last usual place of residence.

9.6 Integration. It is further mutually understood and agreed by the Parties that this Agreement constitutes the sole and complete agreement between the Parties and that no other verbal or other statements or representations, or inducements have been made by either the City or Employee.

9.7 Modifications. This Agreement may not be modified, altered or revoked unless a written instrument is entered into signed by both Parties and clearly referencing this Agreement and the specific provisions being modified, altered or revoked.

9.8 Indemnification. Notwithstanding any contrary provision herein, Employee shall be responsible for the professional services actually rendered to Clients and agrees to indemnify and hold the City harmless from any and all damages, liabilities, costs, expenses, or charges incurred by reason of any and all claims and actions which may be asserted against or accrued as a result of any gross negligence in performance or willful misconduct by Employee to Clients. The City and Employee agree that in the event any claim for professional malpractice shall be asserted or a legal proceeding commenced based upon professional services rendered by the Employee during the Employment Term, and any such claim or proceedings results in a settlement or judgment in excess of any insurance coverage amounts insuring either/ or both of them or any other professional employee of the City, the Employee shall be personally liable for the amount by which such settlement or judgment exceeds the amount of the City's insurance coverage plus the deductible and shall indemnify and hold the City harmless from any such claim, charge, expense, judgment or settlement. Provided, however, that payments made as a result of the deductible provisions of insurance policies owned by the City shall be the sole responsibility of the City.

[SIGNATURE PROVISIONS ON SUBSEQUENT PAGE]

EXHIBIT "A"

IN WITNESS WHEREOF, the Parties have set their hands as of the day and year first above written.

CITY OF SANDUSKY

By: _____
Richard Brady, President

Date: _____

-CITY-

JOHN T. ORZECH, JR

By: _____
John T. Orzech, Jr

Date: _____

-EMPLOYEE-

EXHIBIT "A"