



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 23, 2023 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Meinzer
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, D. Murray, D. Brady, S. Poggiali, D. Waddington, B. Harris, M. Meinzer
APPROVAL OF MINUTES	October 9, 2023 Regular Meeting
AUDIENCE PARTICIPATION	
INTRODUCTION	New Police Cadets: Patrick Sheridan, Ken Marin; Jared Oliver, Police Chief
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE FOR SIP & SPIN LLC

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

Notice to Legislative Authority for NEW D1 & D3 Liquor License, Beer only for on premises consumption or in original sealed containers for carryout until 1:00 a.m. Spirituous liquor on premises consumption only until 1:00 a.m.

For: Sip & Spin LLC, 151 E. Market Street

ITEM B – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE FOR PATINA PORCH LLC

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

Notice to Legislative Authority for TRFO D1, D2 & D3 Liquor License, Beer only for on premises consumption or in original sealed containers for carryout until 1:00 a.m. Wine & mixed beverages for on premises consumption or in sealed containers for carryout only until 1:00 a.m. Spirituous liquor on premises consumption only until 1:00 a.m.

For: Patina Porch LLC, DBA Patina Porch, 1st Fl & Patios, 2434 W. Monroe Street

From: Sandusky Salvage Center LLC, 1st Fl & Patios, 2434 W. Monroe Street

ITEM C – Submitted by Michelle Reeder, Finance Director

APPROVAL OF BUDGET AMENDMENT #6

Budgetary Information: Appropriation amendments are required to update the 2023 budget for these funds:

- General Funds
- Coronavirus Relief Fund
- Real Estate Development Fund
- Parks & Recreation Fund
- Federal Grant Fund
- Water Fund
- Sewer Fund
- Health Insurance Fund

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 6 to Ordinance No. 23-002 passed by this City Commission on January 9, 2023, making general appropriations for the fiscal year 2023; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM D – Submitted by James Stacey, Transit Administrator

APPROVAL OF SERVING OUR SENIORS VEHICLE LEASE

Budgetary Information: SOS will provide the vehicles to STS at no cost. STS will be responsible for the maintenance and operation of the vehicles.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a lease agreement with Serving Our Seniors (SOS) for the purpose of leasing six (6) transit vehicles for use by the Sandusky Transit System for the period of October 1, 2023, through September 30, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM E – Submitted by James Stacey, Transit Administrator

APPROVAL OF SERVING OUR SENIORS TRANSPORTATION CONTRACT

Budgetary Information: SOS will pay \$16,666.67 per month to STS to provide transportation services to existing Serving Our Seniors clients during the term of the contract. The money collected will be used to leverage additional capital and operating revenue from the Ohio Department of Transportation (ODOT).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for transportation services between the City of Sandusky and the Board of County Commissioners of Erie County for the Department of Job and Family Services for the period of October 1, 2023, through September 30, 2024; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM F – Submitted by Aaron Klein, Public Works Director

APPROVAL OF BULK ROCK SALT PURCHASE FOR 2024

Budgetary Information: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2024 would be \$137,500.00.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase bulk highway deicing rock salt for the Division of Streets & Traffic to be used in the CY 2024 from Compass Minerals America, Inc. of Overland Park, Kansas; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM G – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF GRANT APPLICATION TO ODNR FOR NAVIGATIONAL AIDS

Budgetary Information: This grant is 100% funded by the Ohio Department of Natural Resources.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and directing the City Manager to file an application to the Ohio Department of Natural Resources (ODNR) Navigational Aids Grant Program on behalf of the Cedar Point Property Owners Association to replace fifteen (15) existing “swim area” buoys; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Colleen Gilson, Community Development Director

APPROVAL TO PURCHASE FORMER OSBORNE SCHOOL PROPERTY

Budgetary Information: The negotiated purchase price is \$100,000. The City will also be responsible for paying half of the closing costs and these costs will be paid with Real Estate Development funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for sale of real estate with the Board of Education of the Sandusky City School District for the purchase of real property located at 920 West Osborne Street (former Osborne Elementary School property) and identified as Parcel No. 58-65001.000: and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Aaron Klein, Public Works Director

APPROVAL FOR PSA FOR PAVEMENT CONDITION SURVEY UPDATE WITH TRANSMAP

Budgetary Information: The amount of the consultant fee for professional services is \$34,145.72 to be paid with Capital Projects funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Transmap Corporation of Columbus, Ohio, for the 2023 Pavement Condition Survey Update: and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Josh Snyder, Public Works Engineer

APPROVAL TO AWARD CONTRACT FOR 2023 W. MONROE STREET OUTFALL PROJECT TO GREAT LAKES

Budgetary Information: The construction cost shall not exceed \$553,951.00, which shall be paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Great Lakes Demolition Company LLC of Clyde, Ohio, for the 2023 West Monroe Street Outfall Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

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

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

8194921		NEW		SIP & SPIN LLC 151 E MARKET ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
10 05 2023				
FILING DATE				
D1		PERMIT CLASSES		
22	077	B	D95419	
TAX DISTRICT		RECEIPT NO.		

FROM 10/10/2023

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



MAILED 10/10/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/13/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 8194921**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

8194921		NEW		SIP & SPIN LLC 151 E MARKET ST SANDUSKY OH 44870	
PERMIT NUMBER		TYPE			
ISSUE DATE					
10 05 2023					
FILING DATE					
D3		PERMIT CLASSES			
22	077	B	D95420		
TAX DISTRICT		RECEIPT NO.			

FROM 10/10/2023

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



MAILED 10/10/2023

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(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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WE DO NOT REQUEST A HEARING. ☐

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(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870

Cathy Myers

From: Jared Oliver
Sent: Tuesday, October 17, 2023 1:46 PM
To: Colleen Gilson; Cathy Myers; Mario D'Amico
Subject: RE: Liquor Permit D95419 & D95420 for Sip & Spin LLC

SPD has no comments or concerns.



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



From: Colleen Gilson <CGilson@cityofsandusky.com>
Sent: Tuesday, October 17, 2023 1:42 PM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>
Subject: RE: Liquor Permit D95419 & D95420 for Sip & Spin LLC

No issues/objectives from Community Development.

Colleen



Colleen M. Gilson | Director of Community Development
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5807
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, October 17, 2023 12:47 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor Permit D95419 & D95420 for Sip & Spin LLC

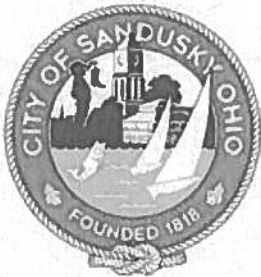
Please provide comments for Commission on the following NEW Permits:

Cathy Myers

From: Colleen Gilson
Sent: Tuesday, October 17, 2023 1:42 PM
To: Cathy Myers; Jared Oliver; Mario D'Amico
Subject: RE: Liquor Permit D95419 & D95420 for Sip & Spin LLC

No issues/objectives from Community Development.

Colleen



Colleen M. Gilson | Director of Community Development
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5807
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, October 17, 2023 12:47 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor Permit D95419 & D95420 for Sip & Spin LLC

Please provide comments for Commission on the following NEW Permits:

D95419 Liquor Permit D1 – Beer only for on premises consumption or in original sealed containers for carry out until 1:00am.

D95420 Liquor Permit D3 – Spirituous liquor for on premises consumption only until 1:00am.

For: Sip & Spin LLC, 151 E. Market Street, Sandusky



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



NOTICE TO LEGISLATIVE
AUTHORITY

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

TO

6744661		TRFO		PATINA PORCH LLC DBA PATINA PORCH 1ST FL & PATIOS 2434 W MONROE ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2023		
ISSUE DATE				
10	03	2023		
FILING DATE				
D1 D2 D3		PERMIT CLASSES		
22	077	B	F30193	
TAX DISTRICT		RECEIPT NO.		

FROM 10/05/2023

7730247				SANDUSKY SALVAGE CENTER LLC 1ST FL & PATIOS 2434 W MONROE ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
02	01	2023		
ISSUE DATE				
10	03	2023		
FILING DATE				
D1 D2 D3		PERMIT CLASSES		
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 10/05/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/06/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 6744661**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of Liquor Control
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension.
 - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be faxed, emailed, or mailed to the Division no later than the postmark deadline date given on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

Please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or
- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Licensing Section
6606 Tussing Road
Reynoldsburg, OH 43068-9009

Fax 614-728-1281
TTY/TDD 800-750-0750
com.ohio.gov

Cathy Myers

From: Colleen Gilson
Sent: Tuesday, October 17, 2023 1:42 PM
To: Cathy Myers; Jared Oliver; Mario D'Amico
Subject: RE: TRFO Liquor Permit # F30193 Patina Porch LLC

No issues/objectives from Community Development.

Colleen



Colleen M. Gilson | Director of Community Development
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5807
www.ci.sandusky.oh.us



From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, October 17, 2023 12:58 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: TRFO Liquor Permit # F30193 Patina Porch LLC

Please provide comments for Commission for this Liquor Permit:

Liquor Permit D1, D2, D3 – Beer only for on premises consumption or in original sealed containers for carry out until 1:00am. Wine & mixed beverages for on premises consumption or in sealed containers for carryout only until 1:00am. Spirituous liquor for on premises consumption only until 1:00am.

TRFO For: Patina Porch LLC, DBA Patina Porch, 1st Fl & Patios, 2434 W. Monroe Street, Sandusky.
From: Sandusky Salvage Center LLC, 1st Fl & Patios, 2434 W. Monroe Street, Sandusky.



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Cathy Myers

From: Jared Oliver
Sent: Tuesday, October 17, 2023 1:45 PM
To: Colleen Gilson; Cathy Myers; Mario D'Amico
Subject: RE: TRFO Liquor Permit # F30193 Patina Porch LLC

SPD has no comments or concerns.



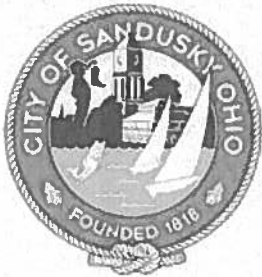
Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
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Subject: RE: TRFO Liquor Permit # F30193 Patina Porch LLC

No issues/objectives from Community Development.

Colleen



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240 Columbus Avenue | Sandusky, OH 44870
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From: Cathy Myers <CommissionClerk@cityofsandusky.com>
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To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: TRFO Liquor Permit # F30193 Patina Porch LLC

Please provide comments for Commission for this Liquor Permit:



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: October 11, 2023
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #6 to the 2023 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2023 budget for these funds:

- General Funds
- Coronavirus Relief Fund
- Real Estate Development Fund
- Parks & Recreation Fund
- Federal Grant Fund
- Water Fund
- Sewer Fund
- Health Insurance Fund

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, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

John Orzech
City Manager

Michelle Reeder
Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 6 TO ORDINANCE NO. 23-002 PASSED BY THIS CITY COMMISSION ON JANUARY 9, 2023, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2023 Operating Budget by Ordinance No. 23-002, passed on January 9, 2023; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Street, State Grants, Capital Projects, Urban Renewal Debt Retirement, Water, and Sewer Funds by Ordinance No. 23-035, passed on February 27, 2023; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Capital Projects, Water and Sewer Funds by Ordinance No. 23-093, passed on April 24, 2023; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the State Grants, Federal Grants, Cooke Building Improvement TIF, Capital Projects, Water and Sewer Funds by Ordinance No. 23-123, passed on June 12, 2023; and

WHEREAS, this City Commission adopted Amendment No. 4 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, State Grant, Capital Projects, General Bond Retirement, and Water Funds by Ordinance No. 23-152, passed on July 24, 2023; and

WHEREAS, this City Commission adopted Amendment No. 5 to Ordinance No. 23-002 to cover deficiencies or needs which existed in the General, Parks & Recreation, Capital Projects, General Bond Retirement, Urban Renewal Debt, Cooke Building Improvement, and Special Assessment Bond Funds by Ordinance No. 23-190, passed on September 25, 2023; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Coronavirus Relief, Real Estate Development, Parks & Recreation, Federal Grants, Water, Sewer, and Health Insurance Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; 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. Ordinance No. 23-002 passed by this City Commission on the 9th day of January, 2023, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
Law Department	(5,000)	5,000	-
Fleet	-	14,000	14,000
Transfers - Payroll Stabilization	-	65,000	65,000
Transfers - Capital Projects	-	1,750,000	1,750,000
GENERAL FUND	(5,000)	1,834,000	1,829,000
CORONAVIRUS RELIEF	145,000	(145,000)	-
REAL ESTATE DEVELOPMENT	-	100,000	100,000
PARKS & RECREATION	(8,000)	8,000	-
FEDERAL GRANTS	(35,000)	250,000	215,000
WATER	(55,000)	55,000	-
SEWER	-	97,549	97,549
HEALTH INSURANCE	-	350,000	350,000
TOTAL ALL FUNDS	42,000	2,549,549	2,591,549

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: October 11, 2023

SUBJECT: **Serving our Seniors Vehicle Lease 2024**

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with Serving Our Seniors (SOS) for six (6) wheelchair accessible vehicles.

BACKGROUND INFORMATION: The City currently leases six (6) vehicles from SOS through a lease that expires on September 30, 2023. The City and SOS desire to enter into a new lease agreement for a total of six (6) vehicles as follows:

- 2014 Ford E-350 1FDEE3FLOEDA72080
- 2017 Ford E-350 1FDEE3FS8HDC57411
- 2017 Ford E-350 1FDEE3FS3HDC57414
- 2017 Ford E-350 StarCraft 1FDEE3FS7HDC57416
- 2017 Ford E-350 StarCraft 1FDEE3FS2HDC70896
- 2022 Chrysler Voyager 2C4RC1CG6NR171684

The vehicles will be leased to provide for fixed route, demand response and paratransit service offered within the STS service area for the period of October 1, 2023 through September 30, 2024.

BUDGET IMPACT: SOS will provide the vehicles to STS at no cost. STS will be responsible for the maintenance and operation of the vehicles.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the Lease Agreement to be executed immediately since the commencing date of the Agreement is October 1, 2023, and to allow the City to continue to utilize the vehicles for public transportation services.

James A. Stacey III
Transit Administrator

I concur with this recommendation:

Colleen Gilson
Community Development Director

John Orzech
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SERVING OUR SENIORS (SOS) FOR THE PURPOSE OF LEASING SIX (6) TRANSIT VEHICLES FOR USE BY THE SANDUSKY TRANSIT SYSTEM FOR THE PERIOD OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently leases six (6) transit vehicles from SOS for the purpose of providing public transportation services in Erie County, Ohio, and these leases expired on September 30, 2023; and

WHEREAS, the City and SOS desire to enter into the Lease Agreement for a total of six (6) transit vehicles, at no cost to the City, for the period of October 1, 2023, through September 30, 2024, which termination date will coincide with the proposed Transportation Services Agreement requested for approval in companion legislation; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement, which commenced on October 1, 2023, and allow the City to continue to utilize the vehicles for public transportation services; 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 a Lease Agreement with Serving Our Seniors (SOS) for the purpose of leasing six (6) transit vehicles for the period of October 1, 2023, through September 30, 2024, for use by the Sandusky Transit System, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023

LEASE AGREEMENT

This Agreement is made this _____ day of _____, 2023, by and between Serving Our Seniors, Inc., a private non-profit corporation located at 310 E. Boalt Street, Sandusky, Ohio 44870 (hereinafter referred to as Lessor) and the City of Sandusky (Sandusky Transit System), an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as Lessee) for complimentary public transportation services to Lessor.

WHEREAS, Lessor owns transit vehicles and desires to lease the vehicles to Lessee for the purpose of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

WHEREAS, Lessee desires to lease the transit vehicles from Lessor for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio;

NOW THEREFORE, in consideration of the mutual covenants and considerations herein recited and contained, Lessor and Lessee for the purposes of providing demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio, agree as follows:

1. **Lease.**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to all the terms and conditions contained in this Lease, the following motor vehicle(s) (the "Equipment"):

Year	Make	Model	VIN	Agency ID
2014	Ford	E-350	1FDEE3FL0EDA72080	1401
2017	Ford	E-350	1FDEE3FS8HDC57411	1711
2017	Ford	E-350	1FDEE3FS3HDC57414	1712
2017	Ford	E-350 Starcraft	1FDEE3FS7HDC57416	1710
2017	Ford	E-350 Starcraft	1FDEE3FS2HDC70896	1714
2022	Chrysler	Voyager	2C4RC1CG6NR171684	2201

2. Title.

This Lease creates a lease only of the Equipment, and shall not be deemed to affect a sale of the Equipment or the creation of a security interest in favor of the Lessee in the Equipment. The Lessor shall remain at all times the sole owner of the Equipment, and nothing contained in this Lease, or the payment of rent or other amounts pursuant to this Lease, shall enable the Lessee to acquire any right, title, or other interest in the Equipment other than the leasehold interest described in this Lease.

Lien holders:

- A. The State of Ohio, who is the first lien holder up to the disposition of the vehicle.
- B. The Lessor.

3. Use of Equipment.

The purpose of the lease is to provide demand response (door to door), elderly and disabled transportation, and public transportation services in Erie County, Ohio and the services provided will not be duplicative of Lessor's general public transportation service. Lessee agrees to promote service as connecting to Lessor routes. Additionally, Lessee agrees to publish material (i.e. brochures) which promote connections to the Lessor.

4. Taxes; Other Charges, Permits.

Lessee shall pay all use taxes, personal property and other direct taxes (federal, state, and local charges and fees) related the public transportation services. Lessee will observe safety rules and other requirements of regulatory bodies and pay all fines due to overload, lack of plates, permits, speeding, etc. Lessor has the option to pay outstanding taxes, licensing, registrations, approvals, permit fees, fines or other charges. Lessee has thirty (30) days to pay Lessor after receipt of invoice related to any payments made by Lessor on behalf of Lessee. Any failure shall be deemed default under section 11. Default.

5. Maintenance and Repair.

Lessee shall pay all expenses (i.e. wages, fuel, oil, tires etc.) and to keep Equipment in a state of good repair. Lessee will provide appropriate facilities for Equipment including maintaining, cleaning, inspecting and storing Equipment and shall return the vehicle in operating order and same condition and state of good repair as date of delivery excluding normal wear and tear.

6. Insurances.

Lessee agrees to carry automobile insurance on the Equipment that is compliant with the Ohio Department of Transportation insurance requirements with a responsible insurance underwriter and as set forth below during the term of this Agreement:

General Liability:

\$500,000 per occurrence

\$300,000 bodily injury

\$50,000 property damage

Certificates:

The Lessee will provide Lessor with a certificate of insurance evidencing the required coverages and amounts. The policy of insurance cannot be modified without thirty (30) days' prior written notice to the Lessor.

7. Operators.

Lessee will provide sole control, supervision and responsibility for and over the operator or operators of the Equipment with competent licensed drivers, trained to Ohio Department of Transportation requirements.

8. Maintenance Records.

Lessee will maintain copies of all maintenance records including preventative maintenance (PM) checklists and work orders. Upon request from Lessor, the Lessee will provide records for required reporting to the Ohio Department of Transportation.

9. Monthly Ridership Reporting.

Lessee shall provide ridership records upon request throughout the terms of the Lease.

10. Return of Vehicles.

On expiration of the Lease term, or earlier termination of the Lease, the Lessee will return Equipment to the Lessor in same condition with reasonable wear and tear accepted and return the Equipment to Lessor to a mutually agreed upon location.

11. Default.

In the event the Lessee fails to perform any of the terms, obligations, conditions and covenants contained in this Lease and required by the Lessee, including any acts set forth in the Maintenance and Repair section above (Section 5), are cause for default and the Lessor may retake and retain the Equipment without due legal process. Including the right to enter property to repossess Equipment and all rights of lease will terminate immediately. Lessor has the right to hold personal property obtained in repossession and hold things of value in public storage at the expense of the Lessee.

Additionally, should the Lessee make any attempt to sell the property or otherwise create encumbrances or levies on the property, this will be deemed an immediate default and the Lessor shall have all rights of repossession as stated above.

12. Waiver.

Failure of Lessor to punctually exercise Lessor's rights in relation to breach of terms shall not be deemed a waiver of:

- such right or remedy;
- the requirement of punctual performance, or any subsequent breach or default on the part of the Lessee.

13. Term/Termination.

The term of this Lease shall commence on October 1, 2023, and terminate on September 30, 2024. This Lease may also be extended on a monthly basis upon the written approval of both parties.

Should the Lessee discontinue its specialized elderly and disabled services (or use public transportation services) or no longer have a desire to use the Equipment during the Lease period, the Lessee shall return the Equipment to the Lessor at address above set forth, in good operating order and in the same condition and state of good repair as at the date of the original delivery, ordinary wear and tear excepted.

Upon full compliance with terms of the Lease, the lease is terminated and neither party shall have any further right or obligations under this Lease. If Lessee is not in full compliance, the Lessor shall have the right to require full compliance with this Agreement notwithstanding the return of the Equipment. As to any partial return of Equipment the lease is still in full effect as to any unreturned property.

14. Accelerated Termination.

If at any time during the terms of this Lease, the Lessor is required to terminate this Lease by ODOT, the FTA, or any other federal agency having jurisdiction over the Lessor or the equipment, or any agency which provided funds or assistance in the Lessor's acquisition of the Equipment, then the Lessor shall have the right to terminate this Lease upon reasonable notice, and the Lessee shall have and bring no claim of any nature whatsoever against the Lessor as a result of such termination.

15. Warranties.

Lessor makes no warranties of any nature, whether expressed or implied, concerning the equipment, or any concerning the equipment and/or its use by Lessee. Lessee accepts the equipment in "as is" condition. The Lessor specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

16. Prohibited Interest.

No officer, member or employee of Lessor shall participate in any decision relating to this Lease which affects his/her personal interests or the interest of any other business in which the Lessor has any personal or pecuniary interest, direct or indirect, in this lease or the proceeds thereof.

17. Equal Employment Opportunity / Civil Rights Requirements.

In connection with the execution of this contract, Lessee shall not discriminate against any employee or applicant for employment or use of the transportation service provided because of race, religion, color, sex, age, or national origin. Lessee shall take affirmative action to ensure the applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, and selection for training including apprenticeship.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Lessee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition,

Lessee agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Lessee agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Lessee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. In addition, Lessee agrees to comply with any implementing requirements FTA may issue.

(3) Lessee also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(4) Lessee shall document such affirmative action efforts by providing the Lessor with data relating to the sex, race, age, and classification of each employee of Lessee's organization.

18. Civil Rights Requirements.

Lessee will comply with all requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulation of DOT issued thereunder (CFR Title 49, Subtitle A, Part 21).

19. Compliance with the Americans with Disabilities Act (ADA) Requirements.

Lessee must comply with the Americans with Disabilities Act. Lessee agrees that as a condition to this Agreement that no otherwise qualified disabled person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Lessee through funding by ODOT and FTA.

Lessee shall not be responsible for any violations of the complimentary paratransit provision of the Americans with Disabilities Act or its regulations for service denials in the event Lessee does not authorize the number of vehicle hours required to meet all the trip demand. Lessee shall not be required to provide service without compensation. Lessee shall be solely responsible for adopting operating policies which are in compliance with the ADA.

Lessee agrees to ensure that its equipment is ADA accessible at all times. Lessee further agrees to provide proper preventative maintenance procedures for wheelchair lifts and prompt repair to maintain accessibility. Lessee agrees to have clear and accurate records on lift preventative maintenance and repairs. Furthermore, Lessee agrees to provide operators that are properly trained on providing safe access to persons with disabilities and persons using the wheelchair lift.

20. Minority and Disadvantaged Business Enterprise (DBE).

Policy. It is the policy of US DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

DBE Obligation. The Lessor and Lessee agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard the Lessor and Lessee shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the DBE Policy as established by the City of Sandusky to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Lessee shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation related activities or for the provision of goods and services for the Project.

21. Indemnification.

Only to the extent permitted by law, the Lessee covenants and agrees to indemnify, defend, and hold harmless the Lessor, the Lessor's Board of Trustees and its employees, individually and collectively, from all fines, suits, claims, demands, actions, costs, expenses, or liabilities of any kind or nature, including legal expenses and attorney's fees, arising from the use, maintenance, and operations of the equipment.

22. Entire Agreement and Signature.

This instrument contains the entire agreement between the parties, and shall be binding on their respective heirs, executors, administrators, legal representatives, successors and assigns. The Agreement may not be amended or altered except by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the Board
of Trustees

Witness

David W. Brink, Treasurer of the Board of
Trustees

LESSEE: CITY OF SANDUSKY

Witness

John Orzech, City Manager

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky



DEPARTMENT OF COMMUNITY
DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: John Orzech, City Manager

FROM: James A. Stacey III, Transit Administrator

DATE: October 11, 2023

SUBJECT: **Serving our Seniors Contact for Transportation Services 2024**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky / Sandusky Transit System and Serving Our Seniors.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County older adults, to support their independent functioning while living independently for clients of Serving Our Seniors (SOS). These clients are transported on a daily schedule coordinated between STS and SOS. SOS is under the direction of Executive Director Sue Daugherty. In consideration of the discounted transportation service, as provided within the contract, SOS will lease six (6) vehicles to the City.

This contract will be in effect from October 1, 2023 until September 30, 2024. The contract will not exceed a total amount of \$200,000.04.

Under the terms of the contract, STS will provide SOS with reports and information detailing the transportation services provided to SOS clients. SOS will be invoiced and billed on a monthly basis and be expected to pay in a timely manner.

BUDGET IMPACT: SOS will pay \$16,666.67 per month to STS to provide transportation services to existing Serving Our Seniors clients during the term of the contract. The money collected will be used to leverage additional capital and operating revenue from the Ohio Department of Transportation (ODOT).

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a one (1) year contract for transportation services with Serving Our Seniors. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date on October 1, 2023, and to continue providing transportation services to Serving Our Seniors.

James A. Stacey III

Transit Administrator

I concur with this recommendation:

Colleen Gilson

Community Development Director

John Orzech

City Manager

cc: Justin Harris, Interim Law Director

Michelle Reeder, Finance Director

Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SERVING OUR SENIORS (SOS) FOR THE PERIOD OF OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Serving Our Seniors (SOS) is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System; and

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as not being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center for a monthly flat fee; and

WHEREAS, SOS owns six (6) vehicles that it desires to lease to the City, at a cost of \$0.00/month per vehicle, in consideration for the provision of discounted Demand Response transportation services to eligible seniors and free transportation services on the Fixed Routes to those eligible residents aged sixty (60) and over, registered with SOS and possess a valid pass issued by SOS; and

WHEREAS, approval to enter into another Lease Agreement for these vehicles is being requested in companion legislation; and

WHEREAS, the Sandusky Transit System will receive from SOS a monthly flat fee of \$16,666.67 for Demand Response transportation services for a total annual amount of \$200,000.04 for the period of October 1, 2023, through September 30, 2024; 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 Transportation Services Agreement, which commenced on October 1, 2023, and to continue providing transportation services to Serving Our Seniors; 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 be and hereby is authorized to execute an Agreement with Serving Our Seniors for transportation services for the period from October 1, 2023, through September 30, 2024, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023

**Agreement: Transportation Services
Serving Our Seniors
And the City of Sandusky**

This Agreement is made and entered into this ____ day of _____, 2023 by and between the City of Sandusky (City) / Sandusky Transit System (STS), 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, [City] and Serving Our Seniors, Inc., 310 E. Boalt Street, Sandusky, Erie County, Ohio 44870, [SOS], collectively the Parties, under the conditions agreed upon as enumerated below, for the provision of transportation services to Erie County residents aged sixty (60) and over:

WHEREAS, SOS is a private non-profit corporation that sponsors transportation services for the benefit of senior citizens, who are living independently in Erie County, age sixty (60) and older, using public transportation services provided by the Sandusky Transit System;

WHEREAS, "Demand Response System" is defined by the Federal Transit Administration as any non-fixed route system of transporting individuals that requires advanced scheduling including services provided by public entities, non-profits, and private providers. An advance request for service is a key characteristic of demand response service;

WHEREAS, the City operates the Sandusky Transit System (STS) which provides public transportation within certain areas of Erie County, Ohio;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified by SOS as *not* being a resident of an assisted living facility, nursing home, skilled nursing facility, or a consumer of an adult day care center (Eligible Seniors) for a monthly flat fee;

WHEREAS, the City through its public transit system, agrees to provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been registered and verified by SOS, as being unable to afford the \$1.50 rate for a one-way trip; and possess a valid pass (SOS **Reduced Rate** Pass Holders) permitting the Eligible Senior to pay the rate of .50 cents per one-way trip.

WHEREAS, SOS owns six (6) vehicles that it desires to lease to the City, at a lease cost of \$0.00/month per vehicle, in consideration of the City providing free public transportation services on Fixed Routes to eligible Erie County residents aged sixty (60) and over;

WHEREAS, in consideration of the leasing of six (6) vehicles from SOS, the City through its public transit system, agrees to provide transportation services on Fixed Routes at no cost to Erie County residents age sixty (60) and over, registered with SOS and possess a valid pass issued by SOS (SOS **Fixed Route** Pass Holders), except for those days and times on which services are not provided, as enumerated below.

NOW, THEREFORE, the parties agree as follows:

The City through its public transit system (STS), shall provide weekday Demand Response transportation services to Erie County residents aged sixty (60) and over who have been verified as being eligible by SOS (Eligible Seniors). SOS agrees to pay a monthly flat fee of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$16,666.67), for a total annual amount not to exceed Two Hundred Thousand and 04/100 Dollars (\$200,000.04).

In consideration for the provision of discounted demand response transportation services to Eligible Seniors and free transportation services on the Fixed Routes to those eligible residents as defined above, and for no other consideration whatsoever, the parties hereby agree that SOS shall lease to the City six (6) vehicles at a lease cost of \$0.00/month per vehicle.

1. The City responsibilities:

- a) The City shall operate and provide the highest quality transportation service possible and shall stress safety, respect for consumers, service quality, on-time performance, and comfort and convenience for all individuals transported by the City on the Sandusky Transit System.
- b) The City shall operate and provide escorted service to Eligible Seniors who have such a need, from the door of the building where the trip originates to the door of the building upon arriving at the destination of the one-way trip.
- c) The City shall provide Demand Response transportation services for Eligible Seniors within the Erie County service area and up to ten (10) miles in the Lorain County portion of Vermilion and Brownhelm Township, Ohio,

during its regular public transit service hours Monday through Friday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The City shall provide door-to-door service upon request.

- d) The City shall provide transportation services on Fixed Routes at no cost to SOS Pass Holders during its regular public transit service hours or 6:00 AM to 10:00 PM Monday through Saturday, excluding Martin Luther King Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, and New Year's Day. The Fixed Routes Service Area Map is attached hereto and incorporated herein as Exhibit "A".
- e) The City shall operate as usual during inclement weather unless the Erie County Sheriff has declared a level 2 or 3 snow emergency.
- f) The City shall provide and maintain a telephone number for Eligible Seniors to make or cancel reservations for Demand Response transportation services.
- g) When scheduling rides for Demand Response transportation services, the City shall notify Eligible Seniors that they may be picked up fifteen (15) minutes prior to or after the scheduled pick up time.
- h) Eligible Seniors shall be able to schedule regularly occurring trips for Demand Response transportation services up to six (6) months in advance.
- i) Demand Response transportation services scheduled by Eligible Seniors up to forty-eight (48) hours in advance shall be guaranteed by the City, subject to acts of God, labor stoppages, and other unforeseen events that are outside the control of the City.
- j) The City shall submit a monthly invoice to SOS for Demand Response transportation services rendered to Eligible Seniors on or before the 10th day of each month in the amount of \$16,666.67. Each Eligible Senior is responsible to pay directly to the City/STS the discounted Eligible Senior Rate of \$1.50 per one-way trip, with the exception of those who are a pass holder of an SOS **Reduced Rate** Pass. Invoices shall include an alphabetical listing of each Eligible Senior, the origin and destination of each trip, and the total number of trips taken by each Eligible Senior for the month. SOS shall submit payment to the City within fifteen (15) days after receipt of the invoice.
- k) The City shall ensure that all Federal and State transportation laws and regulations applicable to public transportation are followed.
- l) The City shall provide SOS detailed reports and data on ridership from the records maintained by the City within 72 business hours of request by SOS.

- m) The City Transit Administrator shall act as the liaison for the Sandusky Transit System with SOS and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by SOS.
- n) The City shall report incidents that involve the health and safety of one or more Eligible Seniors or SOS Pass Holders within twenty-four (24) hours of occurrence to SOS.
- o) The City shall report the name and address of each passenger that is denied a ride to SOS by the end of each calendar month. The City and SOS will meet quarterly to discuss rides that were denied.

2. SOS Responsibilities:

- a) SOS shall supply the City with the name, date of birth, address, telephone number, and any special accommodations that may be necessary for each Eligible Senior and SOS Pass Holder permitted to utilize discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- b) SOS shall notify the Sandusky Transit Administrator within twenty-four (24) hours after an Eligible Senior or a SOS Pass Holder becomes ineligible to receive discounted transportation services provided by the Sandusky Transit System pursuant to the terms of this Agreement.
- c) The City has developed a Code of Conduct that all individuals shall follow while riding Sandusky Transit System vehicles. The Code of Conduct references unacceptable behavior while on the City's vehicles and the consequences of the unacceptable behaviors. The City shall make periodic updates to the Code of Conduct and inform SOS as to when the updates are complete and ready to be sent out to riders. Upon notification from the City, SOS shall notify Eligible Seniors and SOS Pass Holders regarding the Sandusky Transit System's Code of Conduct.
- d) The Executive Director of SOS shall be the liaison with the City and shall attend scheduled meetings regarding behavior incidents, safety training and other topics as deemed appropriate by the City.

3. Miscellaneous Provisions

- a) SOS shall be notified by the City as soon as practicable in the event of any accident or collision involving any of the vehicles. The driver of the vehicle involved in the collision shall make a detailed report as required by FTA regulations. A copy of the report shall be submitted to SOS upon completion.

- b) The City and SOS shall monitor the administration and execution of this Agreement and evaluate its effectiveness and shall work together to facilitate positive and open communication and trust between the Parties. It is acknowledged and agreed by the Parties that not all events and incidents can be anticipated or procedurally accounted for in this document. Issues shall be resolved on an individual basis via written communication between the City and SOS until mutual agreement is reached.
 - c) It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and shall be interpreted in a manner consistent with the City Charter, Codified Ordinances of the City of Sandusky, SOS By-Laws and operational procedures of both SOS and the City.
 - d) This Agreement may be modified from time to time for any reason. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party
4. The Americans with Disabilities Act does not require an entity to provide services to an individual who engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees, the entity, or other persons. If both Parties do not agree on a course of action regarding an incident, then the Parties shall seek the services of an impartial third party to mediate an agreed upon resolution (see Section 9).
5. Eligible Seniors shall be afforded the opportunity of a hearing in accordance with STS policies and procedures within thirty (30) days of any permanent or temporary suspension to show cause why the suspension should not be imposed. The individual shall be afforded a notice of the show cause hearing, including the type of suspension to be imposed and the events leading to such a suspension.
6. Term. This Agreement shall be in effect from October 1, 2023 until September 30, 2024.

7. Termination. This Agreement may be terminated by either party by giving sixty (60) days written notice of termination to the other party's authorized representative:

For the City:
City of Sandusky
c/o City Manager
240 Columbus Avenue
Sandusky, OH 44870

For SOS:
Serving Our Seniors
c/o Executive Director
310 E. Boalt Street
Sandusky, OH 44870

In the event that funding for the services provided in this Agreement is eliminated or decreased, each Party shall have a right to terminate or negotiate a modification of this Agreement, including but not limited to compensation. The City shall continue to provide transportation services until the effective date of termination, and SOS shall make payment in accordance with the payment provisions of this Agreement for the transportation services provided by the City prior to the effective date of termination.

8. Force Majeure. In the event the City is unable to provide transportation services because of acts of God, any acts of war, terrorism, unavoidable accident, labor strike or other labor dispute, fire, riot or civil commotion, government action or decree, and/or any other cause beyond the reasonable control of the party whose performance is affected, shall not be deemed a breach of this Agreement.
9. Arbitration. Any disagreement regarding stated provisions or required negotiations, or other provisions not specifically covered by this Agreement, and for which no mutual agreement can be reached, shall be settled by arbitration as follows:
- (a) The City shall select and appoint one (1) arbitrator and SOS shall select and appoint one (1) arbitrator.
 - (b) The two (2) appointed arbitrators shall select and appoint a third.
 - (c) All three (3) arbitrators shall be residents of Erie County, Ohio.
 - (d) The City and SOS shall agree to the settlement of differences as reached by a majority of the appointed arbitrators.
10. Neither party hereto is agent, employee or servant of the other, and this Agreement is made for the sole purpose of establishing the division of responsibilities between the City and SOS in connection with the provision of

transportation services and does not in any manner create a partnership between the parties hereto.

11. Entire Agreement. This Agreement supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the parties.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
13. Severability. If any of the terms of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Amendment. This Agreement may be modified, changed, or amended with the written consent of both Parties.
15. This Agreement shall be passed by ordinance or resolution by both Parties and such ordinance or resolution or action of the respective City Commission of the City of Sandusky and Serving Our Seniors shall be herein attached and incorporated by reference as Exhibits "B" and "C".

Signature Pages to Follow

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year above first written.

In the presence of:

LESSOR: SERVING OUR SENIORS, INC.

Witness

Sparky Weilnau, President of the
Board of Trustees

Witness

David W. Brink, Treasurer of the
Board of Trustees

LESSEE: CITY OF SANDUSKY

Witness

John Orzech, City Manager

Approved as to Form:

Sarah S. Chiappone #0101179
Assistant Law Director
City of Sandusky



SANDUSKY TRANSIT SYSTEM

RIDER MAP

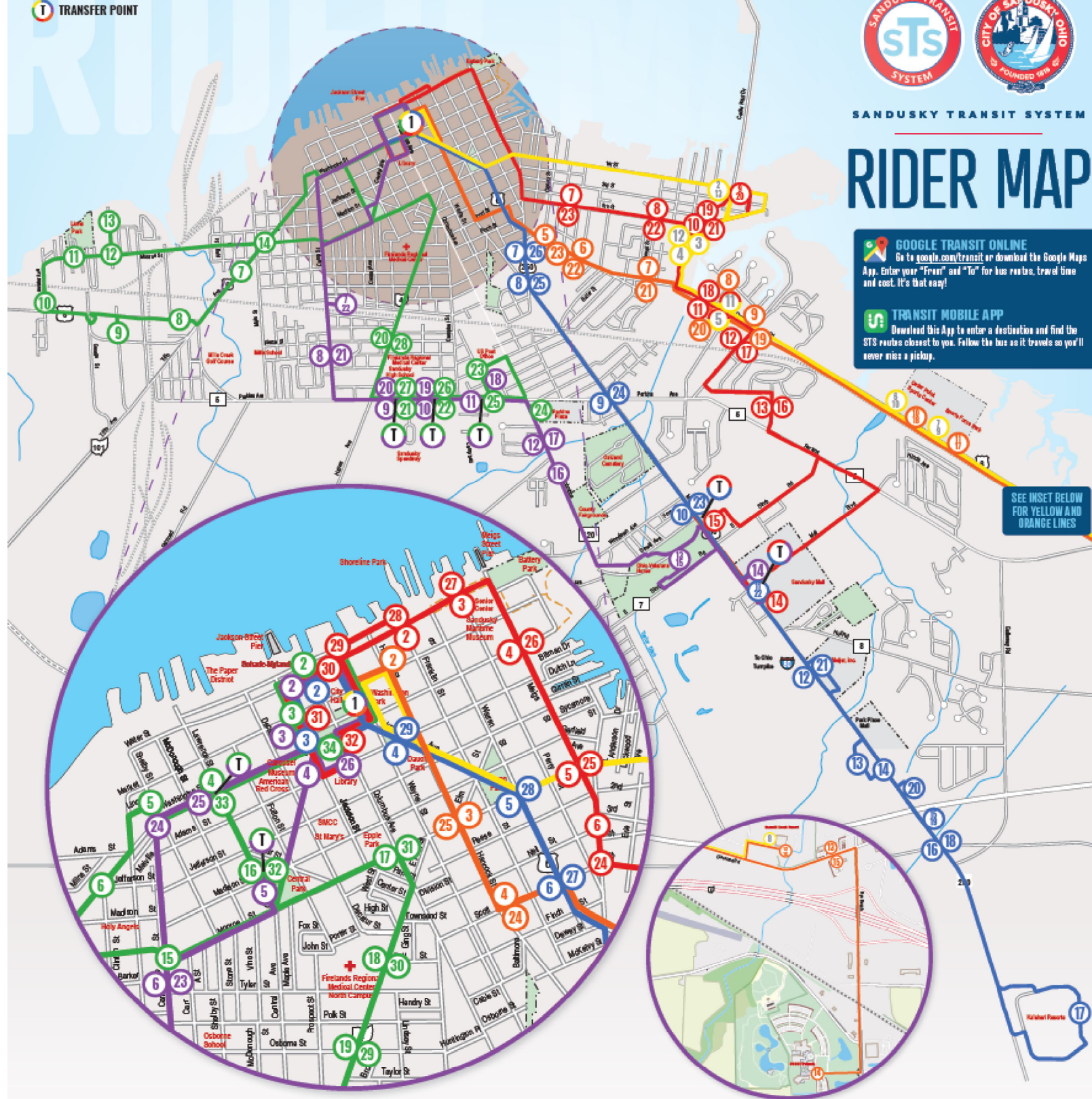


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TRANSIT MOBILE APP
Download this App to enter a destination and find the STS routes closest to you. Follow the bus as it travels so you'll never miss a pickup.

SEE INSET BELOW
FOR YELLOW AND
ORANGE LINES





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: October 11, 2023

Subject: **Commission Agenda Item – Purchase Bulk Rock Salt for CY 2024**

ITEM FOR CONSIDERATION: Legislation to purchase bulk highway deicing rock salt for calendar year 2024.

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

Bids submitted to County Commissioners included eight (8) townships, three (3) villages, City of Huron, City of Sandusky, and two (2) separate County departments, Sandusky City Schools and Erie County Health Department for a total of 10,128 tons, of which the City's allocation is 2,500 tons. Erie County has awarded the salt contract for CY 2024 to Compass Minerals America, Inc., of Overland Park, Kansas, at a rate of \$57.41 per ton for delivery or \$55.00 per ton for pick up at 931 W. Water Street in Sandusky. The price for 2021 was \$56.15 per ton for delivery or \$53.00 per ton for pick up.

Should the City use its total allocated quantity of salt, the budget impact would be a maximum of \$137,500.00. In the early stages of inclement weather, City crews pretreat the Milan Road overpass, main corridors and underpasses with brine in an effort to decrease snow and ice accumulation, as well as salt usage. In addition, crews will opt to pick-up salt. Because of the lower rate in 2023, the City will maximize stock before the end of the year.

BUDGETARY INFORMATION: Funds for the purchase of bulk rock salt are routinely budgeted in the Street Fund each year. The total allocation for 2024 would be \$137,500.00.

ACTION REQUESTED: It is recommended that proper legislation be prepared to purchase bulk deicing rock salt from Compass Minerals America Inc. of Overland Park, Kansas, at an amount not to exceed \$137,500.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the contract can be signed by November which would allow for the purchase of deicing rock salt for calendar year 2024 and allow for salt application as weather dictates.

I concur with this recommendation:

John Orzech, City Manager

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

RESOLUTION NO. 23-289

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

The Board of County Commissioners of Erie County, Ohio, met this 14th day of September, 2023, in regular session with the following members present:

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

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

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

THAT, this Board hereby enters into an agreement with Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, for the purpose of furnishing rock salt for highway ice control during the 2024 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

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

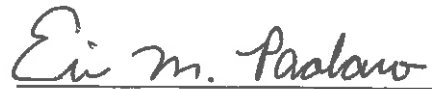
Mr. Shoffner seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted: September 14, 2023

CERTIFICATE

I, Erin M. Paolano, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #235.

 Clerk
Board of County Commissioners
of Erie County, Ohio

Approved by County Administrator


Hank S. Solowiej, CPA

AUDITOR'S CERTIFICATE

I hereby certify that the sum of **\$172,230** being the amount needed to meet the obligations of the foregoing Agreement with **COMPASS MINERALS AMERICA, INC.**, is in the county treasury or in the process of collection to the credit of an appropriate fund duly appropriated for such purpose and not otherwise encumbered or in the process of collection.

21510-4040-522000
ENGINEER
(2024)

RESO. NO: 23-289

CONTRACT NO: _____

P.O. NUMBER: _____

Date: 9/11/2023

Richard H. Jeffrey / ghs
Richard H. Jeffrey
County Auditor

Approved As to Content:

John P. Hirschman
Elected Official/Department Head

CONTRACT

This contract made and entered into this 14th day of September, 2023, by and between Compass Minerals America, Inc., 9900 W. 109th Street, Suite 100, Overland Park, Kansas 66210, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

WITNESSETH:

The Supplier shall furnish 10,128 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2024 calendar year (1/01/2024 – 12/31/2024). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping).

TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,000	\$55.00/ton	\$165,000.00	\$57.41/ton	\$172,230.00
Erie County Facilities Dept	150	55.00/ton	\$8,250.00	57.41/ton	\$8,611.50
Berlin Township	200	55.00/ton	\$11,000.00	57.41/ton	\$11,482.00
Florence Township	150	55.00/ton	\$8,250.00	57.41/ton	\$8,611.50
Groton Township	100	55.00/ton	\$5,500.00	57.41/ton	\$5,741.00
Huron Township	600	55.00/ton	\$33,000.00	57.41/ton	\$34,446.00
Milan Township	600	55.00/ton	\$33,000.00	57.41/ton	\$34,446.00
Oxford Township	175	55.00/ton	\$9,625.00	57.41/ton	\$10,046.75
Perkins Township	600	55.00/ton	\$33,000.00	57.41/ton	\$34,446.00
Vermilion Township	400	55.00/ton	\$22,000.00	57.41/ton	\$22,964.00
Village of Berlin Heights	100	55.00/ton	\$5,500.00	57.41/ton	\$5,741.00
Village of Castalia	100	55.00/ton	\$5,500.00	57.41/ton	\$5,741.00
Village of Milan	400	55.00/ton	\$22,000.00	57.41/ton	\$22,964.00
City of Huron	1,000	55.00/ton	\$55,000.00	57.41/ton	\$57,410.00
City of Sandusky	2,500	55.00/ton	\$137,500.00	57.41/ton	\$143,525.00
Sandusky City Schools	45	55.00/ton	\$2,475.00	57.41/ton	\$2,583.45
Erie County Health Dept	8	55.00/ton	\$440.00	57.41/ton	\$459.28
Total Estimated Requirements	10,128		\$557,040.00		\$581,448.48

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$55.00/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, with no minimum tonnage required at a contract price of \$57.41/Ton, not to exceed **\$180,841.50** (\$172,230.00-Erie County Engineer, \$8,611.50-Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 17, 2023, the terms and conditions of the Contract shall prevail.

ROCK SALT CALENDAR YEAR 2024

SUPPLIER SERVICE REQUIREMENTS

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Compass Minerals America, Inc. on August 17, 2023.

SUPPLIER RESPONSIBILITIES

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

TERM

This contract shall remain in effect from January 1, 2024 through December 31, 2024.

INDEMNITY

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

INSURANCE REQUIREMENTS

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

MODIFICATION

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

NOTICE TO PROCEED

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

NON-DISCRIMINATION

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

FINDINGS FOR RECOVERY

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

COUNTERPARTS

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

COMPONENT PARTS OF THIS CONTRACT

The executed contract documents shall consist of the following:

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

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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

COMPASS MINERALS AMERICA, INC.

BOARD OF COUNTY
COMMISSIONERS OF ERIE
COUNTY, OHIO

Signature

Patrick J. Shenigo

Title

Mathew R. Old

Taxpayer I.D. #

Stephen L. Shoffner

Approved as to Form:

Asst. Prosecuting Attorney

Approved as to Content:

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

Gary Weilnau, Building & Grounds Superintendent

CERTIFICATE OF FUNDS

In the Matter of: Compass Minerals Bulk Road Salt

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

Account # 216-6550-54042

By: _____



Michelle Reeder

Finance Director

Dated: 10/17/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE BULK HIGHWAY DEICING ROCK SALT FOR THE DIVISION OF STREETS & TRAFFIC TO BE USED IN THE CY 2024 FROM COMPASS MINERALS AMERICA, INC. OF OVERLAND PARK, KANSAS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, Erie County has awarded the salt contract for CY 2024 to Compass Minerals America, Inc. of Overland Park, Kansas, at a rate of \$57.41 per ton for delivery and \$55.00 per ton for pick-up; and

WHEREAS, the bid submitted to the Erie County Commissioners included eight (8) townships, three (3) villages, the City of Sandusky, City of Huron, Sandusky City Schools, two (2) separate Erie County departments, and the Erie County Health Department for a total of 10,128 tons of which the City's allocation is 2,500 tons; and

WHEREAS, should the City use its total estimated quantity (2,500 tons) of highway deicing rock salt the maximum budget impact would be \$137,500.00; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to authorize the purchase of highway deicing rock salt for the calendar year 2024 and allow for salt application as the weather dictates; and

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

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

Section 1. The City Manager is authorized and directed to purchase from Compass Minerals America Inc., of Overland Park, Kansas, Two Thousand Five Hundred (2,500) tons, more or less, of bulk highway deicing rock salt for use by the Division of Streets & Traffic during CY 2024, at a cost **not to exceed** One Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$137,500.00).

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

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023



PARKS & RECREATION

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

To: John Orzech, Interim City Manager
From: Jason Werling, Recreation Superintendent
Date: October 9, 2023
Subject: Commission Agenda Item – Ohio Department of Natural Resources Navigational Aids Grant Program on Behalf of Cedar Point Property Owners Association

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to submit one grant application to the Ohio Department of Natural Resources Navigational Aids Grant Program and to sign the Cooperative Agreement as required.

BACKGROUND INFORMATION: The City recently received a request from the Cedar Point Property Owners Association through James Kennedy at Tow Boat U.S. Sandusky to apply for navigational aids through the ODNR grant. The application will be submitted on behalf of the Cedar Point Property Owners Association. The requested buoys would replace 15 (fifteen) existing “Swim Area” buoys that have deteriorated over the past several years. These buoys are located along the residential section of the Cedar Point Beach.

BUDGETARY INFORMATION: This grant is 100% funded by the Ohio Department of Natural Resources.

ACTION REQUESTED: It is requested that legislation be prepared authorizing the City Manager to submit one grant application to the Ohio Department of Natural Resources Navigational Aids Grant Program and if awarded, authorizing the City Manager to execute any grant agreements. It is further requested that this be passed in accordance with Section 14 of the City Charter in order to submit a Resolution, as required, with the application package to ODNR before the deadline of November 1, 2023.

I concur with this recommendation:

Approved:

Jason Werling
Parks & Recreation Superintendent

John Orzech
City Manager

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO FILE AN APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) NAVIGATIONAL AIDS GRANT PROGRAM ON BEHALF OF THE CEDAR POINT PROPERTY OWNERS ASSOCIATION TO REPLACE FIFTEEN (15) EXISTING “SWIM AREA” BUOYS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the application submitted by the City will allow the Cedar Point Property Owners Association to participate in the Ohio Department of Natural Resources Navigation Aids Grant Program and will, if awarded, replace fifteen (15) existing “Swim Area” buoys located along the residential section of the Cedar Point Beach north of the Cedar Point Chaussee which have deteriorated over the past several years; and

WHEREAS, this grant is 100% funded by the Ohio Department of Natural Resources; 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 required Resolution with the application package to ODNR by the deadline of November 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; 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 and directed to file an application with the Ohio Department of Natural Resources Navigational Aids Grant Program on behalf of the Cedar Point Property Owners Association, substantially in the same form as described in Exhibit “A”, attached to this Resolution and specifically incorporated as if fully rewritten herein, and to execute the cooperative agreement, if awarded, for the furnishing and replacement of fifteen (15) existing “Swim Area” buoys, located along the residential section of the Cedar Point Beach.

Section 2. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of the application for assistance from the Ohio Department of Natural Resources.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023



Ohio Department of Natural Resources
Division of Parks & Watercraft

Navigational Aids Grant Request

A. Requesting Agency:

Agency: City of Sandusky
Contact Person: Jason Werling
Address: 240 Columbus Avenue
City: Sandusky
State & Zip: OH, 44870
Tel #: (419) 627.5833
E-mail: jwerling@cityofsandusky.com

Agency Providing Placement & Maintenance:

This address is used for shipping unless noted in Section H.

Agency: Tow Boat U.S. Sandusky
Contact Person: James Kennedy
Address: 1020 Water Street
City: Sandusky
State & Zip: OH, 44870
Tel #: (419) 366-1655
E-mail: paperdistrictmarina@gmail.com

B. Justification

☐ New ☒ Replacement

In 1997 the City of Sandusky established a "no wake" zone along the Lake Erie Shoreline abutting Cedar Point Road for the safety of residents along the beach area, preventing boats and jet skis from harming swimmers. Over the years, the buoys have been damaged, deteriorated or destroyed and now need to be replaced. This grant is for the replacement of 15 buoys for this safety necessity. The buoys are 9" diameter regulatory H.D. designated as "swim area" w/restricted area symbol. Beach area is 3 miles in length with allow 15 buoys to be placed at 352 feet intervals, 150 feet offshore.

C. Location

Body of Water: Lake Erie County: Erie
Water Depth: 6-10 feet Anchor Method: 35 lb Pyramid Anchor

Proposed Navigational Aid Placement Coordinates in Degrees Decimal Minutes

Latitude & Longitude:

Marker 1	41.476048,-82.672692	Marker 2	41.475477,-82.672238
Marker 3	41.474058,-82.670976	Marker 4	41.472797,-82.669573
Marker 5	41.467687,-82.663911	Marker 6	41.465301,-82.661023
Marker 7	41.462505,-82.658451	Marker 8	41.454471,-82.649190
Marker 9	41.453367,-82.648068	Marker 10	41.452263,-82.646665
Marker 11	41.453074,-82.647579	Marker 12	41.452251,-82.646478
Marker 13	41.450182,-82.643454	Marker 14	41.448354,-82.641210
Marker 15	41.445286,-82.635295		

ODNR Division of Parks & Watercraft Navigational Aids Grant Request

☐ Federal Waters (Navigable) Lake Erie, Muskingum or Ohio River, etc.

☒ Ohio Waters

D. Required Information

- 2 How many public access launch ramps are on this body of water or within 5 miles of the navigational aids placement sites?
- 1 How many public access docks are on this body of water or within 5 miles of the navigational aids' placement sites?
- 73 What is the surface acreage of the body of water where the navigational aids will be placed?
- N/A What is the horsepower limit on the body of water where the navigational aids will be placed?
- Yes Can the general public access and use the body of water where the navigational aids will be placed?

E. Checklist of Documentation Submitted


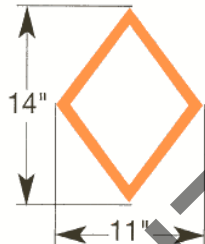
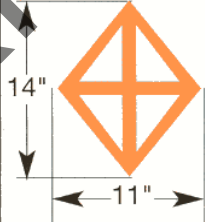
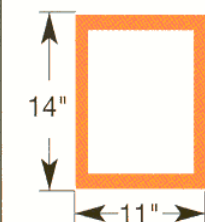
Required:

- ☐ This application, completed, signed and dated (DNR 8369)
- ☐ Chart showing location and types of navigational aids
- ☐ Longitude and Latitude of each marker
- ☐ Resolution from jurisdictional sponsor city, township, county

If Applicable:

- ☐ Approved U.S. Coast Guard Private Aids to Navigation Application (CG-2554)
- ☐ Signed documentation from ODNR Division of Parks & Watercraft permitting original buoys
- ☐ Cost quote for signage

F. Standard Inland Symbols and Messages

<u>Buoy Types</u> <input type="checkbox"/> X Heavy Duty Regulatory <input type="checkbox"/> Float Collar Cans <input type="checkbox"/> Other:	CONTROLLED AREA SYMBOL  12" 2" band width	<u>QTY</u> <u>Message</u> _____ SLOW 5 MPH _____ SKI AREA _____ NO SKI _____ SLOW 10 MPH _____ SPEED ZONE _____ NO WAKE IDLE SPEED _____ BOAT SWIM AREA
<u>Buoy Types</u> <input type="checkbox"/> X Heavy Duty Regulatory <input type="checkbox"/> Float Collar Cans <input type="checkbox"/> Other:	HAZARD WARNING SYMBOL  14" 11" 2" band width	<u>QTY</u> <u>Message</u> _____ ROCK _____ DANGER _____ RAPIDS _____ SHOAL _____ STUMP _____ SHALLOW AREA _____ HAZARD AREA _____ DANGER DAM _____ BOAT SWIM AREA
<u>Buoy Types</u> <input type="checkbox"/> X Heavy Duty Regulatory <input type="checkbox"/> Float Collar Cans <input type="checkbox"/> Other:	RESTRICTED AREA SYMBOL  14" 11" 2" band width	<u>QTY</u> <u>Message</u> 15 _____ SWIM AREA _____ KEEP OUT _____ NO BOATS _____ BOATS KEEP OUT _____ CLOSED AREA _____ NO BOATING _____ DANGER DAM
<u>Buoy Types</u> <input type="checkbox"/> X Heavy Duty Regulatory <input type="checkbox"/> Float Collar Cans <input type="checkbox"/> Other:	INFORMATION SYMBOL  14" 11" 2" band width	<u>QTY</u> <u>Message</u> _____ REST ROOM 1 MILE _____ STATE PARK AHEAD _____ MARINA ENTRANCE _____ FISH ATTRACTOR

ODNR Division of Parks & Watercraft Navigational Aids Grant Request

G. Sign Request

Qty	Signage Draft Text	Dimensions	Material
		Height: _____ Width: _____	<input type="checkbox"/> Metal <input type="checkbox"/> Plastic <input type="checkbox"/> Wood

H. Notes or Comments:

I. Signature

Signature: _____ Date: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: John Orzech, City Manager
From: Collen Gilson, Director of Community Development
Date: October 11, 2023
Subject: Commission Agenda Item – Purchase of Property – Former Osborne School

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase Agreement with the Board of Education of the Sandusky City School District to acquire the former Osborne School building and surrounding parcel, at 920 W. Osborne Street, parcel no. 58-65001.000

Background Information: Sandusky is gifted with historic structures, but that comes with the challenge of how to ensure they are preserved and remain in use. Sandusky is also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income. According to the 2023 Firelands Region Housing Needs Assessment, Erie County has a gap of 1,637 rental units across all price points.

The intent of this purchase is to foster the rehabilitation of the historic Osborne School building through an adaptive reuse project to turn it into housing units and bring it up to modern accessibility standards while preserving its historic character. This agreement with the Sandusky City Schools is a collaboration for the benefit of the community. The Sandusky City Schools have maintained the high quality and condition of the former Osborne School, yet they no longer have a use for the structure. This transaction will remove an unused building from the school district inventory with the end-goal of it becoming a community asset through an adaptive reuse as housing.

Proposed goals of the Community Development Department for the future of the building include:

- Readaptation of the structure into at least 20 new housing units
- Engagement with the surrounding neighbors on the development plan for the project
- Rental rate restriction of some kind to ensure affordability to a specific demographic in need, such as senior housing
- Preservation of the structure according to the Sandusky Preservation Design Guidelines and U.S. Secretary of the Interior Standards for Historic Preservation
- Preservation of the playground area to remain open to the surrounding neighborhood families

Budgetary Information: The negotiated purchase price is \$100,000. The City will also be responsible for paying half of the closing costs and these costs will be paid with Real Estate Development funds.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Purchase Agreement for the acquisition of 920 W. Osborne Street, known as the former Osborne Elementary School, parcel no. 58-65001.000, from the Board of Education of the Sandusky City School District. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City to immediately proceed with execution of the agreement and conduct due diligence and inspection prior to the closing date which is usual and customary in the sale of real estate to take place within thirty days of execution of the agreement.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

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

CERTIFICATE OF FUNDS

In the Matter of: Osborne School 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 # 248-0000-53000

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/17/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SALE OF REAL ESTATE WITH THE BOARD OF EDUCATION OF THE SANDUSKY CITY SCHOOL DISTRICT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 920 WEST OSBORNE STREET (FORMER OSBORNE ELEMENTARY SCHOOL PROPERTY) AND IDENTIFIED AS PARCEL NO. 58-65001.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is gifted with historic structures, including the former Osborne Elementary School, located at 920 W. Osborne Street, but that comes with challenges to ensure the buildings are preserved and remain in use; and

WHEREAS, the City is also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income and according to the 2023 Firelands Region Housing Needs Assessment, Erie County has a gap of 1,637 rental units across all price points; and

WHEREAS, the purchase of the historic Osborne School building is a collaboration for the benefit of the community with the intent to foster rehabilitation through an adaptive reuse project and to create at least twenty (20) new housing units with modern accessibility standards, while preserving the buildings historic character; and

WHEREAS, the total cost for the purchase of the property is \$100,000.00 plus half of the closing costs and these costs will be paid with Real Estate Development Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and conduct due diligence and inspections prior to the closing date which is usual and customary in the sale of real estate to take place within thirty (30) days of execution of the agreement; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement for Sale of Real Estate on behalf of the City with the Board of Education of the Sandusky City School District for the purchase of real property located at 920 West Osborne Street (former Osborne Elementary School property) and identified as Parcel No. 58-65001.000, substantially in the same form as

contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No. 58-65001.000, located 920 W. Osborne Street in Sandusky, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) plus closing costs.

Section 3. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-65001.000, located 920 W. Osborne Street in Sandusky.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for Sale of Real Estate ("Agreement") is entered into on the ____ day of _____, 2023, by and between the Board of Education of the Sandusky City School District ("Seller"), whose tax mailing address is 407 Decatur Street, Sandusky, Ohio 44870, and the City of Sandusky, Ohio ("Buyer"), whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870.

1. Description of the Property: The Property consists of approximately 1.4623 acres of land improved with a school building located at 920 West Osborne Street, Sandusky, Ohio, sitting on Parcel No. 58-65001.000 (the "Property"). A legal description of the Property is attached hereto as Exhibit A.

2. Purchase Price and Payment. The purchase price for the Property shall be One Hundred Thousand Dollars (\$100,000.00), payable as follows:

a. A cash payment of Twenty-five Thousand Dollars (\$25,000.00) earnest money is due upon execution of this Agreement. This amount shall be paid into an escrow to be established at Hartung Title Agency, Inc. located at 327 Washington Street, Sandusky, Ohio 44870 (the "Title Company"). This earnest money shall be credited to the purchase price at closing, and shall be refunded to Buyer should closing fail to occur through no fault of Buyer or as otherwise provided under the terms of this Agreement.

b. The balance of the purchase price, less any credits or prorations set forth herein, shall be deposited with the Title Company at or prior to closing in cash, by wire transfer, or other method representing immediately available funds.

3. Closing: Closing shall take place within thirty (30) days of Seller's and Buyer's approval and execution of this Agreement. Closing may be extended by mutual agreement, in writing. Closing may, at Seller's option, take place through escrow at a title company chosen by Seller.

4. Title: Buyer may obtain, at its own cost, an Owner's Fee Policy of Title Insurance in the amount of the Purchase Price showing Seller or insuring Buyer, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.

5. Conveyance: At Closing, Seller will transfer title of the Property to Buyer by Quit Claim Deed.

6. Representations: Seller makes no representation whatsoever regarding the Property including, without limitation, their suitability for any proposed uses thereof or the continuation of uses thereof former or present, or the physical condition thereof, and expressly disclaims any and all warranties with respect to the Property, including, without limitation, any warranty of merchantability or fitness for use for any purpose. The Property is being sold on an "as-is, where-is" basis, with all faults.

Buyer hereby agrees that Seller shall not be responsible for remediating any environmental hazard, occurring either before or after the closing date, and further releases Seller from, and assumes responsibility for, any and all claims of any nature arising out of or relating to the condition of the Property at any time including before and after closing, and any remediation which may be required to satisfy applicable local, state, and federal laws and regulations.

6. Due Diligence. The following are contingencies which must be satisfied or waived by Buyer prior to closing:

a. Buyer may conduct a wetlands and/or environmental assessment of the Real Property. Further, Buyer will conduct a regulatory review to verify that neither zoning nor other legal or regulatory restrictions would interfere with Buyer's intended use of the Property. If the results of the assessment or regulatory review are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller; upon which the earnest money shall be refunded to Buyer and the parties shall be relieved of any further obligations hereunder.

b. Buyer may conduct other inquiries, assessments, tests and inspections of the Property, if Buyer considers this necessary, to determine suitability and the feasibility of the Property for its intended use and operation of the Property. If the results of any inquiry, assessment, inspection and/or test are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller; upon which the earnest money shall be refunded to Buyer and the parties shall be relieved of any further obligations hereunder.

c. With respect to any survey, and all inquiries, inspections, assessments and tests performed pursuant to this Agreement, Seller agrees to provide Buyer and its agents and contractors with reasonable access to the Property. Any portion of the Property which is disturbed in connection with any assessments and tests will be restored to its original condition upon completion of such assessments and tests. Any survey and all such assessments and tests shall be conducted at Buyer's expense, and shall remain the property of Buyer.

d. If Buyer is dissatisfied with the results of the title report it has commissioned pursuant to Section 4 above, Buyer may terminate the Agreement and all

monies paid or deposited by Buyer shall be returned and all obligations under the Agreement shall terminate. Otherwise, Buyer shall be deemed to have accepted transfer of title to the Property subject to (i) any mortgages, liens or encumbrances created by or assumed by Buyer, (ii) reservations, easements, conditions and restrictions of record, (iii) zoning ordinances, (iv) legal highways, or (v) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable.

7. Closing Adjustments and Allocations: All general and special real estate taxes and assessments shall be prorated as of the date of closing based upon the last available county treasurer's tax bill. The tax proration shall be adjusted if actual taxes billed as of the date of closing differ from the taxes shown on the last available county treasurer's tax bill. Buyer will pay the cost of recording the deed and the cost of the preliminary commitment of title insurance and title insurance, if obtained. Each party will pay one-half of the escrow costs if closing takes place through escrow.

8. Notice: All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, or facsimile or emailed addressed as follows:

If to Seller: Sandusky City School District Board of Education
Attn: Treasurer
407 Decatur Street
Sandusky, Ohio 44870

If to Buyer: City of Sandusky, Ohio
Attn: _____
240 Columbus Avenue
Sandusky, Ohio 44870

Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to

the respective parties at the addresses set forth above, or at such other addresses as shall be furnished in writing by any party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

9. Broker's Fee: Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, broker or finder in connection with this transaction.

10. Default: If Buyer or Seller fail to perform any of the covenants of this Agreement, either party may declare that the Agreement is terminated and may resort to such other remedies as are provided by law.

11. Binding Effect and Assignability: This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, executors, administrators, successors, and assigns of the Parties hereto.

12. Nonmerger: This Agreement shall survive all documents of closing and all covenants contained herein shall be enforceable after closing.

13. Entire Agreement: This Agreement represents the entire agreement between the Parties and all oral statements or representations of any kind are merged into this document. In the event that any provision(s) contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Facsimile or .pdf e-mailed signatures of this Agreement and/or any notices required under this Agreement shall be deemed original and effective signature for the purposes hereof. The headings in this Agreement have been inserted

for convenience of reference only and shall not be deemed to modify or restrict and/or be used to construe any provision hereof. Time is of the essence with respect to all provisions of this Agreement. All provisions of this Agreement shall survive the closing.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE]

EXHIBIT "1"

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

WITNESSES:

SELLER:

SANDUSKY CITY SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____
Board President

By: _____
Treasurer

BUYER:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

Approved to form by:

Justin Harris , Interim Law Director



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron Klein, P.E.

Date: October 9, 2023

Subject: Commission Agenda Item – – Professional Services Agreement with Transmap Corporation for the 2023 Pavement Condition Survey Update

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Services Agreement with Transmap Corporation of Columbus, Ohio for engineering services for the 2023 Pavement Condition Survey Update.

BACKGROUND INFORMATION: In 2015 Transmap created a physical inventory after evaluating the condition of all City streets using their ON-SIGHT mobile mapping system attached to a minivan that drove the roadway network throughout Sandusky. The imaging system consisted of multiple cameras facing different directions that gathered data related to the condition of road surfaces, depth and length of cracks, road width & surface type, location and conditions of curbs & gutters, location and conditions of ADA ramps. Information was compiled into a database, maps, pictures and GIS coordinates that assigned a number to each road segment called the Pavement Condition Index (PCI). This documentation has allowed staff to make decisions on annual resurfacing, reconstruction, microsurfacing, and sealing projects prioritizing the worst pavement sections first.

Typically the PCI evaluations are performed every three to five years, but staff decided to put those dollars into pavement itself rather than conducting additional analyses. Instead formulas were incorporated into the Transmap spreadsheets based on various conditions that provided those selections. However, it has been determined that these PCI's can no longer be relied upon as a decision-making tool based on the data being 8 years old. Furthermore, with over 35 miles (402 segments) of roadway paved in the last 5 years alone, there has been significant changes to the overall street network. Hence, staff reviewed existing annual statements of qualifications packets on file and determined that Transmap was the most qualified firm to complete an update for the Pavement Condition Index based on their experience, professional expertise, technical ability, and past experience with the 2015 Pavement Condition Rating Inspection Project. Transmap is hoping to drive the road network this year, prior to leaf collection, so these ratings can be used to help select streets for local resurfacing projects in early 2024 for the most favorable pricing.

BUDGETARY INFORMATION: The amount of the consultant fee for professional services is \$34,145.72 to be paid with Capital Projects funds.

ACTION REQUESTED It is recommended that proper legislation be prepared to enter into Professional Services Agreement with Transmap Corporation for the 2023 Pavement Condition Survey Update and that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that the work can begin prior to leaf collection and 2024 resurfacing projects can be bid upon receipt of the final documentation.

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: Transmap- Pavement Condition Survey Update

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 # 431-6200-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/17/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TRANSMAP CORPORATION OF COLUMBUS, OHIO, FOR THE 2023 PAVEMENT CONDITION SURVEY UPDATE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an agreement for professional services with Transmap Corporation of Upper Arlington, Ohio, for the 2015 Pavement Condition Rating Inspection Project by Ordinance No. 15-005, passed on January 12, 2015, which provided for the inspection, collection of data, and reporting of the City's streets for the purpose of developing a database of information identifying current conditions of roadway pavements, ramps and curbs; and

WHEREAS, this database of maps, pictures and GIS coordinates assigns a number to each road segment called the Pavement Condition Index (PCI) and allows staff to make decisions on annual resurfacing, reconstruction, microsurfacing, and sealing projects and prioritize the worst pavement sections; and

WHEREAS, it has been determined that these PCI's can no longer be relied upon as a decision-making tool based on the data being 8 years old and there has been significant changes to the overall street network; and

WHEREAS, Transmap Corporation was selected as the top-ranked firm through the Annual Request for Statements of Qualifications (SOQ) process to perform the update based on the firm's experience, professional expertise, technical ability, and past experience with the 2015 Pavement Condition Rating Inspection Project and was determined to be the most qualified firm; and

WHEREAS, Transmap Corporation will be performing professional services to update the Pavement Condition Index and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the estimated cost for the professional services is \$34,145.72 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the consultant to begin work prior to leaf collection and completed so the 2024 resurfacing projects can be bid upon receipt of the final documentation; 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 Transmap Corporation of Upper Arlington, Ohio, for Professional Services for the 2023 Pavement Condition Survey Update, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance at an amount **not to exceed** Thirty-Four Thousand One Hundred Forty-Five and 72/100 Dollars (\$34,145.72).

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement"), made as of _____, 2023, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Transmap Corporation (the "Architect/Engineer"), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional services for the following project (the "Project"):

Project Name: 2023 Pavement Condition Survey Update

Director of Public Works: Aaron Klein, P.E.
Address: Department of Public Works
City of Sandusky
240 Columbus Ave
Sandusky, Ohio 44870

Architect/Engineer: Transmap Corporation
Contact: Craig Schorling
Address: 5030 Transamerica Drive
Columbus, Ohio 43228

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer's Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. **Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. **Instructions to Contractors.** All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. **City's Requirements.** The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. **Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. **Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan, or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of Thirty-Four Thousand One Hundred Forty-Five and 72/100 Dollars (\$34,145.72.) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the

Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed

prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities, and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to City Manager. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City Manager by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim to the City Manager. The City Manager shall render a decision on the request within thirty (30) days of receipt of the claim unless a mutual agreement is made to extend the time for decision. The decision of the City Manager shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such an event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the

commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be

protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be always available to the City and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall always be available to the City and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title, or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations, or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas

shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 614-537-6297. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses, telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Firm Name

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

John Orzech
City Manager

APPROVAL:

The legal form and correctness of the instrument is hereby approved.

Justin Harris
Interim Law Director

CERTIFICATE OF FUNDS

In the matter of: Agreement with Transmap Corporation

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

Dated: _____, 2023

CITY OF SANDUSKY, OHIO

By: _____

Michelle Reeder, CPA
Finance Director

Account Number

Not to Exceed Amount

**City of Sandusky, OH
Exhibit A**

Pavement Inspection

Task	Description	Comments	Units	Price	Total
1.1	*Field Data Collection (units = miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution - Ground-based LiDAR	108	\$108.99	\$11,770.92
1.2	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality failed locations, IRI, Web-based image viewer	1	\$5,950.00	\$5,950.00
1.3	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline	5	\$109.00	\$545.00
1.4	*ASTM D6433 Network Level Formatting - (units = sections)	ASTM D6433 distress standards - Average Pavement width included	1,277	\$6.40	\$8,172.80
1.5	PCI Load (units = lump sum)	Formatting distress data and centerline file for mass load to produce official PCI results - Shapefile and spreadsheet delivered	1	\$2,475.00	\$2,475.00
1.6	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file/spreadsheet	10	\$109.00	\$1,090.00
1.7	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and updates	38	\$109.00	\$4,142.00
<i>Subtotal</i>					<i>\$34,145.72</i>

*Transmap will bill actuals

Optional Task

Task	Description	Comments	Units	Price	Total
2.1	True Area Calculation (units = hours)	Transmap will update the Agency's GIS file/spreadsheet to represent the True Area of pavement - True area will be an accurate width of pavement not just an average with from samples - This will assist the Paving Manager with actual widths to establish cost to replace pavement	43	\$109.00	\$4,687.00



DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

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

Date: October 10, 2023

Subject: **Commission Agenda Item – Award a Contract to Great Lakes Demolition Company LLC of Clyde, Ohio for the 2023 West Monroe Street Outfall Project**

ITEM FOR CONSIDERATION: Requesting legislation awarding a contract to Great Lakes Demolition Company LLC of Clyde, Ohio for the 2023 West Monroe Street Outfall Project.

BACKGROUND INFORMATION: Legislation was presented at the September 11, 2023, City Commission meeting requesting permission to bid on the 2023 West Monroe Street Outfall Project (Resolution No. 041-23R).

This project specifically adds almost 1500' of 36" storm sewer dedicated for carrying stormwater flows westward, away from the intersection of Broadway and W. Monroe Street, discharging this clean water into Mills Creek at the existing bridge there. Surface runoff for the roadway is collected in 8 new catch basin structures that will have the ability to absorb more runoff than the existing basins. This project was designed in-house and will take the most economical route, just inside the North curb line, to expedite construction and reduce the maintenance of traffic. This project will divert thousands of gallons of stormwater away from the treatment plant and send it directly into the bay.

Engineering staff stresses the importance to get this project bid as quickly as possible because it is planned to be a precursor to the 2025 W. Monroe Street drainage and paving project, which will resurface and add a dedicated storm sewer from the intersection of W. Monroe & Broadway to W. Monroe & Camp Street. In totality, this sends W. Monroe Street roadway runoff from Camp Street Westward into Mills Creek.

The following bid(s) were received on Monday, October 9, 2023, at a formal bid opening:

Great Lakes Demolition Company LLC. Clyde, Ohio 100% Bid Bond	Base Bid	\$553,951.00
Buckeye Excavating and Construction, Inc. Norwalk, Ohio 100% Bid Bond	Base Bid	\$605,530.00
Hula Construction Company Castalia, Ohio 100% Bid Bond	Base Bid	\$677,303.12

Ed Burdue & Company, LLC.
Sandusky, Ohio
100% Bid Bond

Base Bid \$603,906.90

D2 Excavating, LLC.
Vickery, Ohio
100% Bid Bond

Base Bid \$573,813.00

Speer Bros, Inc.
Sandusky, Ohio
100% Bid Bond

Base Bid \$593,800.00

Local preference was used in evaluating the bids, however, it does not change the lowest and best bidder results. Work is set to begin in the coming months, with the completion date for this project has been set as April 1, 2024.

BUDGETARY INFORMATION: The construction cost shall not exceed \$553,951.00, which shall be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared awarding a contract to Great Lakes Demolition Company, LLC. of Clyde, Ohio for the 2023 West Monroe Street Outfall project in an amount not to exceed \$553,951.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with construction so the project can be completed prior to the completion date of April 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Aaron M. Klein
Director

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

CERTIFICATE OF FUNDS

In the Matter of: Great Lakes Demolition- W. Monroe Street Outfall Project

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

Account # 613-5263-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 10/17/2023

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GREAT LAKES DEMOLITION COMPANY LLC OF CLYDE, OHIO, FOR THE 2023 WEST MONROE STREET OUTFALL PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2023 West Monroe Street Outfall Project involves the addition of almost 1500 feet of 36 inch storm sewer that will be dedicated for carrying stormwater flows westward, away from the intersection of Broadway Street and W. Monroe Street, discharging the clean water into Mills Creek at the existing bridge as well as eight (8) new replacement catch basin structures with the ability to absorb more runoff than the existing basins and once completed, the project will divert thousands of gallons of stormwater away from the Wastewater Treatment Plant and directly into the Bay; and

WHEREAS, this project is a precursor to the 2025 W. Monroe Street Drainage and Paving Project, which will resurface and add a dedicated storm sewer from the intersection of W. Monroe Street & Broadway Street to W. Monroe Street and Camp Street; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed 2023 West Monroe Street Outfall Project by Resolution No. 041-23R, passed on September 11, 2023; and

WHEREAS, upon public competitive bidding as required by law six (6) appropriate bids were received and the bid from Great Lakes Demolition Company LLC of Clyde, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$553,951.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with construction so the project can be completed prior to the completion deadline of April 1, 2024; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Great Lakes Demolition Company LLC of Clyde, Ohio, for the 2023

West Monroe Street Outfall Project, in an amount **not to exceed** Five Hundred Fifty-Three Thousand Nine Hundred Fifty-One and 00/100 Dollars (\$553,951.00) consistent with the bid submitted by Great Lakes Demolition Company LLC of Clyde, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

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

Passed: October 23, 2023