



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MARCH 11, 2024 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	J. Krabill, K. Vargo, D. Waddington, R. Brady, D. Murray, S. Poggiali, R. Koonce
APPROVAL OF MINUTES	February 26, 2024 Regular Meeting
SWEARING IN	Firefighter Kaishaun Hunter
PRESENTATION	
PUBLIC HEARING	
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

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**CONSENT AGENDA**

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**ITEM A – Submitted by Cathy Myers, Commission Clerk**

**LIQUOR LICENSE FOR BAR 44870 LLC**

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

**Notice to Legislative Authority for NEW D1, D3 Liquor License;** Beer and spirituous liquor only for on premises consumption or in original sealed containers for carry out only until 1:00 a.m.

**For: Bar 44870 LLC, 317 E. Washington Street**

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**ITEM B – Submitted by Michelle Reeder, Finance Director**

**APPROVAL OF PAYMENT FOR ANNUAL SOFTWARE SUPPORT FEE TO SOFTWARE SOLUTIONS**

**Budgetary Information:** The total cost for the annual support fee is \$44,884.22. Of this amount, \$22,442.12 will be paid by the General Fund, \$11,221.05 by the Water Fund, and \$11,221.05 by the Sewer Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to Software Solutions Incorporated of Dayton, Ohio for the annual software support fee for the period April 1, 2024, through March 31, 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

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**ITEM C – Submitted by Michelle Reeder, Finance Director**

**APPROVAL OF PAYMENT FOR SOFTWARE APPLICATION RENEWAL TO KRONOS**

**Budgetary Information:** The cost of this software is based on the number of active employees. We currently have 246 full-time employees and average around 30 part-time employees. The estimated cost for 2024 is not to exceed \$22,200 and includes an allowance for the fluctuations in employee counts. This fee will be paid with funds in the IT Department’s operating budget (50%), water fund (25%) and sewer fund (25%).

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Kronos SaaS, Inc. of Branchburg, New Jersey, for the renewal of the Kronos workforce ready cloud based application for employee management for use by the Human Resources Department for the period of January 1, 2024, through December 31, 2024; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

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

**APPROVAL OF GRANT SUBMISSION FOR WATER RESCUE WITH FIREHOUSE SUBS FOUNDATION**

**Budgetary Information:** There is no budgetary impact. This grant, if awarded, is 100% funded by Firehouse Subs Foundation. There are no matching funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of a grant application for the Firehouse Subs Public Safety Foundation for grant funding for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

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**ITEM E – Submitted by Mario D’Amico, Fire Chief**

**APPROVAL OF GRANT SUBMISSION FOR EMS TO DEPARTMENT OF PUBLIC SAFETY**

**Budgetary Information:** There is no budgetary impact. This grant, if awarded, is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There are no matching funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of a grant application for the 2024-2025 Ohio Emergency Medical Services (EMS) Grant Program through the Department of Public Safety, Division of Emergency Medical Services, for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**ITEM F – Submitted by Colleen Gilson, Community Development Director**

**APPROVAL OF 1<sup>ST</sup> AMENDMENT TO EZ AGREEMENT WITH FIRELANDS FEDERAL CREDIT UNION**

**Budgetary Information:** The percentage and number of years of real property tax abatement provided to the project will remain the same. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to the Enterprise Zone Agreement with Firelands Federal Credit Union, relating to property located at 329 W. Perkins Avenue; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM G – Submitted by Debi Eversole, Housing Development Specialist**

**ACCEPTING NON-PRODUCTIVE PROPERTY INTO LAND BANK AT 1329 HUNTINGTON AVENUE**

**Budgetary Information:** The cost of this acquisition will be approximately two hundred fifty dollars (\$250.00) to pay for the title search, deed preparation and transfer fee. All fees will be recouped by the City upon sale of the property. This expense will be paid out of the Land Bank expense account. The taxing districts will not collect the approximate six hundred eight dollars (\$608.00) owed on the remaining 2023 tax bill.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving and accepting certain real property, identified as Parcel No. 57-05260.000, located at 1329 Huntington Avenue, as a gift of deed for acquisition into the Land Reutilization Program; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**ITEM H – Submitted by Nicole Grohe, CDBG Administrator**

**APPROVAL OF MOU WITH ERIE COUNTY BOARD OF HEALTH FOR DEMO AT 917 JACKSON STREET EXT**

**Budgetary Information:** The City will receive \$15,200 for the demolition from the Erie County Health Department and \$225 from the asbestos survey. The funds will go back into the Special Assessment Nuisance Fund account once received.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Board of Health for utilizing Ohio Lead Safe Home funds for the demolition of a condemned residential structure located at 917 Jackson Street Extension in the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM I – Submitted by Aaron Klein, Public Works Director**

**APPROVAL OF C/O 1 & FINAL FOR COLUMBUS AVENUE LIFT STATION PROJECT**

**Budgetary Information:** The original contract with All Phase Power and Lighting, Inc. of Sandusky, Ohio was \$312,895.00, Change Order 1 is a decrease of \$50,876.74, making the final cost of the project \$262,018.26, which will be paid with Sewer Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by All Phase Power and Lighting, Inc. of Sandusky, Ohio, for the Columbus Avenue Lift Station Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM J – Submitted by Aaron Klein, Public Works Director**

**ACCEPTING THE PLAT & DEDICATION OF CITY-OWNED PROPERTY FOR SANDUSKY BAY PATHWAY**

**Budgetary Information:** There will be a fee for the recording of the plat at the Erie County Recorder’s office which will be paid with Capital Projects Funds dedicated for the Sandusky Bay Pathway since the grant dollars will not cover engineering fees.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed accepting the final plat and confirming the dedication to the use of the public, a tract of land on Cedar Point Drive, Parcel No. 57-69026.000, with a total area of 0.8494 acres; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**REGULAR AGENDA**

**ITEM 1 – Submitted by Aaron Klein, Public Works Director**

**PERMISSION TO BID THE CEDAR POINT CAUSEWAY WETLANDS 2024 TEMPORARY SEEDING PLAN**

**Budgetary Information:** The estimated construction cost for the Cedar Point Causeway Wetlands 2024 Seeding Plan is \$52,250.00, which shall be paid with grant funds approved in an agreement with the State of Ohio (DNRSHLE07) via ordinance 21-092. No City funding will be incorporated into this project.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**ITEM 2 – Submitted by Jason Werling, Recreation Superintendent**

**APPROVAL OF AGREEMENT FOR 2024-2026 SEASONAL DOCK INSTALLATION & REMOVAL WITH HOLCOMB**

**Budgetary Information:** The total cost of this contract for the years 2024-2026 is \$84,000. If approved, the cost for installation and removal of the seasonal docks will be included in the Contractual Services portion of Building Maintenance Division’s Operation and Maintenance budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three (3) year contract with Holcomb Enterprises, LLC, of Port Clinton, Ohio, for seasonal dock installation & removal services at the Shelby Street Boat Launch Facility and Pipe Creek Wildlife Canoe Launch beginning in Spring 2024 and ending in Fall 2026; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM 3 – Submitted by Jason Werling, Recreation Superintendent**

**APPROVAL OF PSA FOR MYLANDER PAVILION MURAL WITH GREETINGS TOUR**

**Budgetary Information:** The total cost of the project including travel, local accommodations, design, and painting of the mural is \$30,125. The City’s Public Arts and Culture Commission has pledged \$10,000 to the project and Sandusky State Theatre has pledged \$7,500 to the project. The remaining \$12,625 will be paid with Mylander Foundation grant funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Greetings Tour Inc., of Pasadena, California, for professional services to re-create the “Greetings from Sandusky” mural at the Mylander Pavilion; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM 4 – Submitted by Jason Werling, Recreation Superintendent**

**APPROVAL TO ACCEPT EEPOC GRANT & AGREEMENT FOR LIGHTING UPGRADES WITH AMERESCO**

**Budgetary Information:** The cost of the LED Lighting Project is not to exceed \$260,880 of which \$250,000 will be reimbursed by the State and the remaining balance of \$10,880 will be paid with Capital Projects funds.

- 1. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the amount of \$250,000.00 from the Ohio Department of Development through the Energy Efficiency Program for Ohio Communities Grant; authorizing the City Manager to execute any grant agreements and to expend the funds consistent with the grant agreement; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
- 2. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Ameresco Inc. of Worthington, Ohio, for the implementation of the LED Lighting Project relating to the Energy Efficiency Program for Ohio Communities Grant through the Ohio Department of Development for energy conservation & facility Improvement measures for certain City buildings; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM 5 – Submitted by Jason Werling, Recreation Superintendent**

**APPROVAL OF CONTRACT FOR JUSTICE CENTER WITH PROGRESSIVE CLEANING**

**Budgetary Information:** The total cost of the contract for cleaning services for the initial period in 2024 at the Justice Center shall not exceed \$36,920 and will be split appropriately between the Building Maintenance Division’s Operational and Maintenance Budget and the Sandusky Municipal Court once they have moved back to the Justice Center.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at the Justice Center located at 222 Meigs Street; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

**ITEM 6 – Submitted by Arin Blair, Chief Planner (SECOND READING)**

**PERMISSION TO BID THE COLUMBUS AVENUE RECONSTRUCTION & STREETScape PROJECT**

**Budgetary Information:** The engineer’s estimate for the Base Bid construction costs is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects Funds, and American Rescue Plan Act (ARPA) Stimulus funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Columbus Avenue Reconstruction and Streetscape Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

**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](http://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

0435948		NEW		BAR 44870 LLC 317 E WASHINGTON ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
12 21 2022				
FILING DATE				
D1 D3		PERMIT CLASSES		
22	077	B	D61859	
TAX DISTRICT		RECEIPT NO.		

FROM 02/14/2024

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



MAILED 02/14/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 03/18/2024

**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 0435948**

(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

Division of Liquor Control

[com.ohio.gov](http://com.ohio.gov)

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry 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 stated 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:** [Liquordocs@com.ohio.gov](mailto:Liquordocs@com.ohio.gov)

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

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo). Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp). Never miss out on when renewal objections are due! Sign-up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 12/29/2023)

## Cathy Myers

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**From:** Jared Oliver  
**Sent:** Wednesday, February 28, 2024 11:05 AM  
**To:** Cathy Myers; Mario D'Amico; Colleen Gilson  
**Cc:** John Orzech  
**Subject:** RE: NEW Liquor Permit #0435948

SPD has no comments or concerns with this permit.



**Jared Oliver | Chief of Police**  
SANDUSKY POLICE DEPARTMENT  
222 Meigs Street | Sandusky, OH 44870  
T: 419.627.5869 | F: 419.627.5862  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, February 28, 2024 10:49 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Cc:** John Orzech <jorzech@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #0435948

Please provide comments for this Liquor permit for Commission meeting 03.11.24.

Bar 44870 LLC  
317 E. Washington Street  
Sandusky, OH 44870

(This address is the former Cardinal Grocery)

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

D3: Spiritous liquor for on premises consumption only until 1:00 am.



**Cathy Myers, Commission Clerk**  
City Hall  
240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

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**From:** Mario D'Amico  
**Sent:** Wednesday, February 28, 2024 1:21 PM  
**To:** Cathy Myers; Jared Oliver; Colleen Gilson  
**Cc:** John Orzech  
**Subject:** Re: NEW Liquor Permit #0435948

SFD has no concerns about this liquor permit.



Mario D'Amico | *Fire Chief*  
**SANDUSKY FIRE DEPARTMENT**  
600 W. Market Street | Sandusky, OH 44870  
T: 419.627.5822 | F: 419.627.5820  
[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, February 28, 2024 10:48 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Cc:** John Orzech <jorzech@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #0435948

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240 Columbus Avenue | Sandusky, OH 44870  
T: 419.627.5850 | F: 419.627.5555  
[www.cityofsandusky.com](http://www.cityofsandusky.com)



## Cathy Myers

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**From:** Colleen Gilson  
**Sent:** Thursday, February 29, 2024 3:43 AM  
**To:** Mario D'Amico; Cathy Myers; Jared Oliver  
**Cc:** John Orzech  
**Subject:** Re: NEW Liquor Permit #0435948

Community development has no comment to offer on this matter.

Colleen

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**From:** Mario D'Amico <mdamico@cityofsandusky.com>  
**Sent:** Wednesday, February 28, 2024 1:21:12 PM  
**To:** Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Cc:** John Orzech <jorzech@cityofsandusky.com>  
**Subject:** Re: NEW Liquor Permit #0435948

SFD has no concerns about this liquor permit.



Mario D'Amico | *Fire Chief*  
**SANDUSKY FIRE DEPARTMENT**  
600 W. Market Street | Sandusky, OH 44870  
T: 419.627.5822 | F: 419.627.5820  
[mdamico@cityofsandusky.com](mailto:mdamico@cityofsandusky.com)

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**From:** Cathy Myers <CommissionClerk@cityofsandusky.com>  
**Sent:** Wednesday, February 28, 2024 10:48 AM  
**To:** Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>  
**Cc:** John Orzech <jorzech@cityofsandusky.com>  
**Subject:** NEW Liquor Permit #0435948

Please provide comments for this Liquor permit for Commission meeting 03.11.24.

Bar 44870 LLC  
317 E. Washington Street  
Sandusky, OH 44870

(This address is the former Cardinal Grocery)

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



## FINANCE DEPARTMENT

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240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: February 27, 2024  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

It is requested that an ordinance be approved authorizing payment to Software Solutions Incorporated of Dayton, Ohio, for the annual support fee for the period April 1, 2024 through March 31, 2025. The City uses this software for payroll, utility billing, asset management and financial management. The City has used Software Solutions Incorporated since 1995.

### **BUDGETARY INFORMATION:**

The total cost for the annual support fee is \$44,884.22. Of this amount, \$22,442.12 will be paid by the General Fund, \$11,221.05 by the Water Fund, and \$11,221.05 by the Sewer Fund.

### **ACTION REQUESTED:**

It is requested that legislation be approved authorizing payment in the amount of \$44,884.22 to Software Solutions Incorporated, for the annual support fee for the period April 1, 2024 through March 31, 2025, in accordance with Section 14 of the City Charter under suspension of the rules, as the payment is due on March 21<sup>st</sup>.

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John Orzech  
City Manager

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Michelle Reeder  
Finance Director

CC: Stewart Hastings, Law Director





# Software Solutions

Personal Attention. Public Solutions.

8534 Yankee Street, Suite 2B  
Dayton, OH 45458

**Bill To:**

**Sandusky, City of**  
240 Columbus Avenue  
Sandusky, OH 44870

**Ship To:**

**Sandusky, City of**  
240 Columbus Avenue  
Sandusky, OH 44870

## INVOICE

Invoice #:	INV-0010285
Invoice Date:	02/20/2024
Term:	Net 30
Due Date:	03/21/2024
PO #:	

### Description

Annual Software Support Contract for Visual Intelligence for period 04/01/2024 thru 03/31/2025

Subtotal	\$44,884.22
Sales Tax	\$0.00
Total	\$44,884.22

## CERTIFICATE OF FUNDS

In the Matter of: Software Solutions- Annual Support

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

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

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 2/21/24

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF DAYTON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD APRIL 1, 2024, THROUGH MARCH 31, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, the cost for the annual software support fee for the period April 1, 2024, through March 31, 2025, is \$44,884.22 of which \$22,442.12 will be paid with General Funds, \$11,221.05 will be paid with Water Funds and \$11,221.05 will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment to Software Solutions Incorporated by the due date of March 21, 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Dayton, Ohio in an amount **not to exceed** Forty-Four Thousand Eight Hundred Eighty-Four and 22/100 Dollars (\$44,884.22) for the annual software support fee for the period April 1, 2024, through March 31, 2025.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



## FINANCE DEPARTMENT

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240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5776

[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: February 27, 2024  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

It is requested that an ordinance be approved authorizing the expenditure of funds to Kronos SaaS Inc of Atlanta, Georgia for the renewal of our cloud-based software application for employee management for the period of January 1, 2024, through December 31, 2024. The City uses this software for onboarding, time recording, performance evaluations, ACA requirements and accrual management for our employees. Previous ordinance number 20-103 was approved on July 8, 2020 for an initial three-year term, with one year renewal options.

### **BUDGETARY INFORMATION:**

The cost of this software is based on the number of active employees. We currently have 246 full-time employees and average around 30 part-time employees. The estimated cost for 2024 is not to exceed \$22,200 and includes an allowance for the fluctuations in employee counts. This fee will be paid with funds in the IT Department's operating budget (50%), water fund (25%) and sewer fund (25%).

### **ACTION REQUESTED:**

It is requested that legislation be approved authorizing the expenditure of funds in the amount not to exceed \$22,200 to Kronos SaaS of Atlanta, GA for the renewal of the Kronos Workforce Ready Cloud Based Application for Employee Management for use by the Human Resources Department. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter under suspension of the rules in order to allow for monthly payments to be made for the renewal period and to pay the invoice received by the due date of March 9, 2024.

---

John Orzech  
City Manager

---

Michelle Reeder  
Finance Director

CC: Stewart Hastings, Law Director





**Remittance Details:**  
**Kronos SaaS, Inc.**  
PO BOX 744724  
ATLANTA, GA 30374-4724

**ELECTRONIC TRANSFERS TO:**  
Bank of America  
ABA 121000358  
Account 1291176110

## INVOICE

**Invoice Number:** 12201987  
**Page:** 1 of 3  
**Invoice Date:** 08-FEB-24  
**Due Date:** 09-MAR-24

TAX ID 45-0474844

Please forward your remittance advice to [cash-receipts@ukg.com](mailto:cash-receipts@ukg.com)

**Bill To: 6087292**  
Attn: Accounts Payable  
CITY OF SANDUSKY  
240 COLUMBUS AVE  
SANDUSKY, OH 44870-2604

**Ship To: 6087292**  
CITY OF SANDUSKY  
240 COLUMBUS AVE  
SANDUSKY, OH 44870-2604

**Solution ID:** 6087292

**Contact:**  
**Email:** [accountspayable@ci.sandusky.oh.us](mailto:accountspayable@ci.sandusky.oh.us)  
**Telephone Number:**  
**Default Email:** [accountspayable@ci.sandusky.oh.us](mailto:accountspayable@ci.sandusky.oh.us)

**Sales Order Number:**  
**Contract Number:** 00394953  
**PSA Number:**  
**Project Number:**  
**Case Number:**  
**Purchase Order Number:**

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Sales Person:**  
**Shipping Reference:**  
**Ship Via:**  
**Ship Date:**

## SUBSCRIPTION SERVICES

Service	Item	Quantity	Start Date	End Date	Days	Taxable	Unit Price	Amount
UKG READY ACA MANAGER	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	0.21	52.00
UKG READY ACA MANAGER	UKG Ready Usage Overage Fee	45	01-JAN-2024	31-JAN-2024	31	NO	0.21	9.45
UKG READY ACCRUALS MANAGER	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	0.42	104.00
UKG READY HR	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	2.50	624.00
UKG READY HR	UKG Ready Usage Overage Fee	38	01-JAN-2024	31-JAN-2024	31	NO	2.50	95.00
UKG READY PERFORMANCE	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	0.42	104.00
UKG READY PERFORMANCE	UKG Ready Usage Overage Fee	38	01-JAN-2024	31-JAN-2024	31	NO	0.42	15.96
UKG READY RECRUITING	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	0.42	104.00
UKG READY RECRUITING	UKG Ready Usage Overage Fee	38	01-JAN-2024	31-JAN-2024	31	NO	0.42	15.96
UKG READY TIME	UKG Ready Contracted Minimum Fee	250	01-JAN-2024	31-JAN-2024	31	NO	2.50	624.00
UKG READY TIME	UKG Ready Usage Overage Fee	22	01-JAN-2024	31-JAN-2024	31	NO	2.50	55.00





Invoice Number: 12201987  
Page: 2 of 3

Invoice Date: 08-FEB-24  
Due Date: 09-MAR-24

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Service	Item	Quantity	Start Date	End Date	Days	Taxable	Unit Price	Amount
Subtotal								1,803.37

\*The unit price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price.  
The total price for this invoice was calculated using the actual price, rather than the unit price displayed above, and is the true and binding total for this invoice.



**Invoice Number:** 12201987  
**Page:** 3 of 3  
**Invoice Date:** 08-FEB-24  
**Due Date:** 09-MAR-24

#### INVOICE SUMMARY

Description	Total Price
Subtotal:	1,803.37
Less Payment:	0.00
Shipping and Handling:	0.00
Tax:	0.00
Grand Total	1,803.37

Dear Valued UKG Customer

Please send all remittances to: [cash-receipts@ukg.com](mailto:cash-receipts@ukg.com)

To register for our online customer portal, or for invoicing questions, please email [najwa.jurdi@ukg.com](mailto:najwa.jurdi@ukg.com) (1-978-947-1589). Once you have been registered, please log in to [termsync.com](https://termsync.com) to access your account, download invoice copies, statements, or for general inquiries.

## CERTIFICATE OF FUNDS

In the Matter of: Kronos HRIS Software Renewal

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

Account #110-7080-53001, 612-5900-53000, 613-5900-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO KRONOS SAASHR, INC. OF BRANCBURG, NEW JERSEY, FOR THE RENEWAL OF THE KRONOS WORKFORCE READY CLOUD BASED APPLICATION FOR EMPLOYEE MANAGEMENT FOR USE BY THE HUMAN RESOURCES DEPARTMENT FOR THE PERIOD OF JANUARY 1, 2024, THROUGH DECEMBER 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the City Manager to enter into an agreement with Kronos SaaShr, Inc. of Branchburg, New Jersey, for the Kronos Workforce Ready Cloud Based Application for Employee Management for use by the Human Resources Department by Ordinance No. 20-103, passed on July 13, 2020; and

**WHEREAS**, Kronos Workforce Ready is a Software as a Service (SaaS) full-suite human capital management cloud application solution delivering end-to-end employee lifecycle management for the entire workforce and includes the following products: Time Keeping, Accruals, HR, Payroll, Payroll Services, Compensation, Performance Management, and Talent Acquisition; and

**WHEREAS**, the cost of the software is based on the number of employees and at the current number of employees (246 full-time and averaging 30 part-time), the estimated cost for 2024 is not to exceed \$22,200.00, and includes an allowance for the fluctuations in employees counts; and

**WHEREAS**, the cost will be paid monthly upon receipt of invoices and will be paid with funds from Information Technology's operating budget (50%), and with Water Funds (25%), and Sewer Funds (25%); and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for monthly payments to be made to Kronos SaaShr Inc. for the Kronos cloud-based software application for the renewal period of January 1, 2024 through December 31, 2024 and to pay the invoice received by the due date of March 9, 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 Human Resources, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make monthly payments to Kronos SaaShr Inc. of Branchburg, new Jersey, for the renewal of the Kronos Workforce Ready Cloud



Based Application for Employee Management for use by the Human Resources Department for the period of January 1, 2024, through December 31, 2024, in an amount **not to exceed** Twenty-Two Thousand Two Hundred and 00/100 Dollars (\$22,200.00).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



## FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** John Orzech, City Manager

**FROM:** Mario D'Amico III, Fire Chief

**DATE:** February 28, 2024

**RE:** Commission Agenda Item – Approval to Apply for Grant

**ITEM FOR CONSIDERATION:** Requesting legislation for the approval of the submission of a grant application to the Firehouse Subs Foundation.

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

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

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

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

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Firehouse Subs Foundation. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the grant application as soon as possible after the grant opening on April 4, 2024.

**Approved:**

**I concur with this recommendation:**

\_\_\_\_\_  
Mario D'Amico III, Fire Chief

\_\_\_\_\_  
John Orzech, City Manager

CC: S. Hastings, Law Director; M. Reeder, Finance Director

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application as soon as possible after the opening date of April 4, 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

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

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



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## FIRE DEPARTMENT

600 West Market Street

Sandusky, Ohio 44870

419.627.5822

Fire Prevention 419.627.5823

Fax 419.627.5820

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** John Orzech, City Manager

**FROM:** Mario D'Amico III, Fire Chief

**DATE:** February 26, 2024

**RE:** Commission Agenda Item – EMS Grant Application

**ITEM FOR CONSIDERATION:** Requesting legislation for the approval of the submission of a grant application for the 2024-2025 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services.

**BACKGROUND INFORMATION:** The Sandusky Fire Department applies for this grant every year and is awarded different amounts each year. The funds, if awarded, will go towards the purchase of EMS equipment or supplies.

**BUDGETARY INFORMATION:** There is no budgetary impact. This grant, if awarded, is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There are no matching funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Ohio Emergency medical Services Grant program through the Ohio Department of Public Safety. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the grant deadline of April 1, 2024.

**Approved:**

**I concur with this recommendation:**

---

Mario D'Amico III, Fire Chief

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John Orzech, City Manager

**CC:** S. Hastings, Law Director; M. Reeder, Finance Director



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2024-2025 OHIO EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MEDICAL SERVICES, FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research and the funding source for the grant program is fines levied in the State of Ohio for seat belt violations; and

**WHEREAS**, the Sandusky Fire Department applies for this grant annually in which the priority distribution of available funds are defined by Section 4765.07 of the Ohio Revised Code; and

**WHEREAS**, the Sandusky Fire Department will use these funds, if awarded, for the purchase of equipment and/or supplies; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to submit the grant application for the 2024-2025 Ohio EMS Grant Program to the Ohio Department of Public Safety, Division of Emergency Medical Services by the submission 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 Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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

Section 1. This City Commission hereby approves the submission of a grant application for the 2024-2025 Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety, Division of Emergency Medical Services, for equipment and/or supplies for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsanduskv.com](http://www.cityofsanduskv.com)

**To:** John Orzech, City Manager

**From:** Colleen M. Gilson, Community Development Director

**Date:** February 28, 2024

**Subject:** Commission Agenda Item – Firelands Federal Credit Union EZ Agreement 1<sup>st</sup> Amendment

**Items for Consideration:** Legislation approving the 1st amendment to the Enterprise Zone Agreement between the City of Sandusky and Firelands Federal Credit Union for the purposes of furthering economic development efforts in the City.

**Background Information:** The City of Sandusky and Firelands Federal Credit Union entered into an Enterprise Zone Agreement dated June 2, 2023 whereby the City granted 75% tax abatement for a period of ten years for the planned improvements and construction of a new building (approximately 2,696sq ft) and drive thru/vestibule overhang (approximately 789 sq ft) at 329 W Perkins Avenue. The new building was completed, and the new location was opened in Fall of the same year.

On February 28, 2024 the city was notified by Chief Deputy Auditor - Erie County that commercial appraiser will not post any value for the new improvements until tax year 2024 for the 2025 collection year.

An Enterprise Zone Agreement 1<sup>st</sup> Amendment is needed to reflect that no exemption under the Enterprise Zone Agreement shall commence after 2024 nor extend beyond 2033.

**Budgetary Information:** The percentage and number of years of real property tax abatement provided to the project will remain the same. The project will have an ongoing positive impact on the general fund due to increased income and property taxes.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Agreement 1st Amendment with the company. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the amendment to reflect the updated exemption years at the earliest opportunity.

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John Orzech  
City Manager

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Colleen Gilson  
Community Development Director

cc: Stewart Hastings, Law Director  
Michelle Reeder, Finance Director  
Cathy Myers, City Commission Clerk

## CERTIFICATE OF FUNDS

In the Matter of: Holcomb- Seasonal dock install & removal

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

Account #110-7550-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE ENTERPRISE ZONE AGREEMENT WITH FIRELANDS FEDERAL CREDIT UNION, RELATING TO PROPERTY LOCATED AT 329 W. PERKINS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Firelands Federal Credit Union purchased property located at 329 W. Perkins Avenue in February 2023 for the construction of a new building and drive thru / vestibule overhang estimated to cost at least \$2.5 million; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Enterprise Zone Agreement with Firelands Federal Credit Union, for a 10-year, 75% tax abatement on the new building by Ordinance No. 23-108, passed on May 22, 2023; and

**WHEREAS**, the project was completed in the fall of 2023 and on February 28, 2024, the City was notified by the Erie County Auditor's Office that commercial appraiser will not post any value for the new improvements at the Firelands Federal Credit Union building until tax year 2024 for the 2025 collection year; and

**WHEREAS**, it is necessary to amend the agreement to clarify this condition and make sure the amendment states that no exemption under this agreement shall commence after 2024 nor extend beyond 2033; 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 amendment to reflect the updated exemption years at the earliest opportunity; and

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

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

Section 1. This Commission hereby approves the First Amendment to the Enterprise Zone Agreement with Firelands Federal Credit Union pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the First Amendment to the Enterprise Zone with Firelands Federal Credit Union on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: March 11, 2024

**FIRST AMENDMENT TO**  
**ENTERPRISE ZONE AGREEMENT**

**THIS FIRST AMENDMENT TO ENTERPRISE ZONE AGREEMENT** (“Amendment”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the **CITY OF SANDUSKY, OHIO** (the “City”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and **FIRELANDS FEDERAL CREDIT UNION** (the “Company”), an Ohio limited liability company (each a “Party” and collectively the “Parties”).

**WHEREAS**, on June 2, 2023 the City and the Company entered into certain legislation, Ordinance No. 23-108 and pursuant to an executed Enterprise Zone Agreement (the “Agreement”) whereby the City granted to the Company a ten (10) year, seventy-five percent (75%) tax exemption for the real property improvements made to the Project (as defined in the Agreement) site; and

**WHEREAS**, The Erie County Auditor’s Office has instructed the Company and the City to change the agreement to state “no exemption under this agreement shall commence after 2024 nor extend beyond 2033.”

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 5 last sentence of paragraph 1 of the Agreement shall be modified to state: “No exemption under this agreement shall commence after 2024 nor extend beyond 2033.”

Except as expressly modified hereby by this First Amendment the existing terms and conditions of aforesaid Agreement are hereby confirmed and ratified and made a part of this First Amendment and the Agreement shall remain in full force and effect.

**FIRELANDS FEDERAL CREDIT UNION,**

By: \_\_\_\_\_

Name: Brett D. Montague, President/CEO

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_

Name: John Orzech, City Manager

The legal form of the within instrument is hereby approved.

\_\_\_\_\_  
Stewart Hastings, Director of Law, City of Sandusky



## Department of Community Development

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: February 28, 2024

RE: City Commission Agenda Item – Accepting non-productive property into Land Bank -  
**Parcel # 57-05260.000 1329 Huntington Avenue**

**ITEM FOR CONSIDERATION:** Legislation requesting approval to accept one (1) parcel of non-productive land, situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. This parcel has been deemed necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on September 18, 2023.

The following parcel is non-productive land left as the result of demolition:

**1329 Huntington Avenue** - The lot dimensions are 40' X 120' and is zoned R1-40. While the property owner is not currently delinquent on property taxes, the demolition costs will be assessed to the property. She has requested to gift the property in order to avoid future foreclosure proceedings.

The 2023 property tax bill shows the normal property taxes and assessments, along with a special assessment for Nuisance Abatements totaling \$1,007.25. The property owner was made aware that the 2024 property tax bill will include the cost of demolition and asbestos abatement, approximately \$8,350.00 plus all Nuisance Abatements on the property that have not yet been certified.

**BUDGET IMPACT:** The cost of this acquisition will be approximately two hundred fifty dollars (\$250.00) to pay for the title search, deed preparation and transfer fee. All fees will be recouped by the City upon sale of the property. This expense will be paid out of the Land Bank expense account. The taxing districts will not collect the approximate six hundred eight dollars (\$608.00) owed on the remaining 2023 tax bill.



**ACTION REQUESTED:** It is requested that legislation be adopted allowing the City Manager to acquire one (1) parcel of land through the City of Sandusky's Land Reutilization Program. It is usual and customary to complete transfers of real estate within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to promptly execute the transfer.

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Debi Eversole  
Housing Development Specialist

I concur with this recommendation:

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Colleen Gilson  
Community Development Director

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John Orzech  
City Manager

cc: Cathy Myers, Clerk of City Commission  
Michelle Reeder, Finance Director  
Stew Hastings, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Land Bank- 1329 Huntington Ave

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

Account #239-4357-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY, IDENTIFIED AS PARCEL NO. 57-05260.000, LOCATED AT 1329 HUNTINGTON AVENUE, AS A GIFT OF DEED FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

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

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

**WHEREAS**, the structure located at 1329 Huntington Avenue has been demolished and the vacant parcel is being offered to the Land Bank through gift of deed by the current owners to avoid future foreclosure proceedings; and

**WHEREAS**, the parcel has been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved for acquisition by the Land Bank Committee on September 18, 2023; and

**WHEREAS**, upon City Commission approval and acceptance of the parcel, the property owners will be relieved of approximately \$8,350.00 in Demolition and Asbestos Abatement costs plus Nuisance Abatement costs totaling \$1,007.25, and the parcel will be marketed for future development; 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 promptly execute the closing within thirty (30) days as is usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission hereby approves and accepts certain real property, identified as Parcel No. 57-05260.000, located at 1329 Huntington Avenue, situated within the City of Sandusky, as a gift of deed for acquisition into the Land Reutilization Program, and as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire Parcel No. 57-05260.000, located at 1329 Huntington Avenue, in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024

9/18/2023 Land Bank Committee Meeting			Exhibit A	Request for Acquisition			
Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-05260.000	1329 Huntington	Leethel Williams / Corby Keys		1,007.25	50.00	1,057.25	139.02 (land only)
<b>Proposed Use:</b> This is a vacant, two-story, single-family residential structure with a lot size of 40' X 120'. The property is zoned R1-40, is condemned and ordered demolished. While the property is not currently in foreclosure status, the demoltion costs will be assessed to the property taxes, likely resulting in a forfeiture. Should the City acquire this property via Sheriff Sale or Gift of Deed in lieu of foreclosure, the demolition process will continue.							
This property has since been demolished. Any vacant land will be marketed for new development, side lot expansion or retained for public use							

EXHIBIT "A"



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## Community Development

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: John Orzech, City Manager

FROM: Nicole Grohe, CDBG Administrator

DATE: February 28th, 2024

RE: Erie County Health Department MOU Ohio Lead Safe Home Fund

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Board of Health dated February 28<sup>th</sup>, 2024. The intent of the MOU is to accept \$15,425 from the Erie County Health Department through the Ohio Lead Safe Home Fund for the demolition of one residential structure, located at 917 Jackson St. Ext., being demolished through the city's Special Assessment Nuisance Funds.

**BACKGROUND INFORMATION:** The Erie County Health Department was awarded \$1,440,000 through the Ohio Lead Safe Home Fund. The funds are to be used for lead removal from 40 residential structures within the Health Department District. The Erie County Health Department has determined through the grant they can provide reimbursement for demolition work that the city is conducting through the Special Assessment Nuisance Fund. City staff will provide the Erie County Health Department with all required records and confirm the removal of lead and asbestos hazards from the property.

On November 13th, 2023 the City Commission approved a contract with ABA Demolition to demolish one structure located at 917 Jackson St. Ext. through Ordinance 23-219. In exchange for the demolition of this structure the Erie County Health Department will reimburse the City \$15,425.

**BUDGET IMPACT:** The City will receive \$15,200 for the demolition from the Erie County Health Department and \$225 from the asbestos survey. The funds will go back into the Special Assessment Nuisance Fund account once received.

**ACTION REQUESTED:** It is requested that City Commission authorize the Memorandum of Understanding with the Erie County Board of Health to accept \$15,200 and \$225 for the asbestos survey from the Erie County Health Department for the demolition of 917 Jackson St. Ext. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City in order to execute the MOU and allow for the reimbursement of funds upon completion of the demolition project.

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Nicole Grohe, CDBG Administrator

I concur with this recommendation:

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Colleen Gilson, Community Development Director

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John Orzech, City Manager

cc: Stewart Hastings, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Commission Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY BOARD OF HEALTH FOR UTILIZING OHIO LEAD SAFE HOME FUNDS FOR THE DEMOLITION OF A CONDEMNED RESIDENTIAL STRUCTURE LOCATED AT 917 JACKSON STREET EXTENSION IN THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Erie County Board of Health has been awarded \$1,440,000.00 through the Ohio Lead Safe Home Fund to facilitate the removal of Lead hazards from 40 residential structures within the Erie County Health District; and

**WHEREAS**, the City has identified a structure that has been condemned and demolished within the 2024 calendar year and can be approved as one of the 40 Ohio Lead Safe Fund residential structures; and

**WHEREAS**, the Asbestos Abatement and Demolition of 917 Jackson Street Extension Project involved the asbestos abatement and demolition of a residential structure located at 917 Jackson Street Extension which was ordered for demolition by the City's Housing Appeals Board; and

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the Asbestos Abatement and Demolition of 917 Jackson Street Extension Project by Resolution No. 038-23R, passed on August 28, 2023; and

**WHEREAS**, the City Commission approved a contract with ABA Demolition of Norwalk, Ohio, for the Asbestos Abatement and Demolition of 917 Jackson Street Extension Project by Ordinance No. 23-219, passed on November 13, 2024; and

**WHEREAS**, the cost for the asbestos abatement and demolition of the structure at 917 Jackson Street Extension is \$15,200.00 and was initially paid with Special Assessment Nuisance Funds and will be reimbursed through this Memorandum of Understanding with the Erie County Health Department, along with \$225.00 for the asbestos survey for a total cost of \$15, 425.00, and the reimbursed funds will be deposited back into the Special Assessment Nuisance Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the MOU and allow for the reimbursement of grant funds in a timely manner; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Erie County Board of Health for utilizing Ohio Lead Safe Home Funds for the demolition of a condemned residential structure, located at 917 Jackson Street Extension, in the City of Sandusky, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



# MEMORANDUM OF UNDERSTANDING BETWEEN THE ERIE COUNTY GENERAL HEALTH DISTRICT AND THE CITY OF SANDUSKY

1. This memorandum of understanding is between the Erie County Board of Health (ECBOH) and the City of Sandusky (City).
2. The ECBOH has been awarded a \$1,440,000 through the Ohio Lead Safe Home Fund to facilitate the removal of Lead hazards from 40 residential structures within the Erie County Health District and surrounding counties.
3. The City is has identified 1 structure within Sandusky City that has been condemned and is scheduled for demolition within the 2024 calendar year and can be approved as one of the 40 Ohio Lead Safe Fund residential structures.
4. The City, as the local housing authority, has complied with all local ordinances and state laws regarding the condemnation and using an open bid process has contracted with a licensed and registered contractor to demolish and dispose of all Construction Demolition Debris in compliance with all state and local laws.
5. The City has outlined costs associated with the demolition of the one structure identified in the following table.
6. The City has agreed to provide the ECBOH staff records that demonstrate that all structures have been condemned, demolished, and disposed of as required under state law and local ordinances.

<b>Sandusky City Residential Structure &amp; Ohio Lead Safe Home Fund Projects</b>	<b>Demolition and Disposal Expense</b>
917 Jackson Street Ext	\$15,425.00
<b>Total</b>	<b>\$15,425.00</b>

7. The ECBOH staff upon receipt and approval of all required records has agreed to reimburse the City using Ohio Lead Safe Home funds the costs outlined above for the demolition of the one structure. The staff will also confirm and record the removal and disposal of all lead and asbestos hazard.

- Robert L. England  
Chief, Lead Hazard Control and Healthy Homes  
Erie County Health Department

Date

\_\_\_\_\_

\_\_\_\_\_ Date

EXHIBIT "A"



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Aaron Klein, PE

Date: February 27, 2024

**Subject: Commission Agenda Item – Change Order 1 & Final deduct for Columbus Avenue Lift Station Improvement Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order 1 and Final for Columbus Avenue Lift Station Improvement Project.

**BACKGROUND INFORMATION:** Legislation was passed at the November 8, 2021, City Commission meeting awarding a construction contract for the Columbus Avenue Lift Station Improvement Project to All Phase Power and Lighting, Inc., of Sandusky, Ohio, pursuant to Ordinance 21-178 in the amount of \$312,895.00. This project provided the replacement of the existing generator, complete electrical upgrades, installation of two (2) variable frequency drives (VFD) for the existing two pumps, and SCADA upgrades for control and monitoring of the lift station sewer pumps, and wet well levels. The project also included extension of the City owned fiber from the Sandusky Transit System operations located at the Amtrak Station on North Depot Street to the Columbus Avenue Lift Station building.

The project was delayed due to the Norfolk Southern (NS) train derailment in October of 2022. As of this time, all of the repairs associated with the derailment and the lift station improvements have been completed. The costs for each have been split and the only costs included with this project are those associated with the original design intent of the project. All other costs were covered by Mosser and were billed directly to Norfolk Southern, who has paid in full.

The project has a decrease in price due to reduced scope. For example, the roof was removed and replaced at the expense of NS because the entire building was reconstructed. There was no need for backup power because the lift station was not operational. Also, when the pumps were replaced by NS, some of the operational components requested by the City were added to the pump manufacturer's contract, such as disconnect switches and wiring for leak detection, temperature sensors, and SCADA controls. These were not on the original pumps prior to the derailment so the City is incurring those costs. Also, the completion date of the project was extended from December 16, 2022, to January 31, 2024. See detailed change order attached.

**BUDGETARY INFORMATION:** The original contract with All Phase Power and Lighting, Inc. of Sandusky, Ohio was \$312,895.00, Change Order 1 is a decrease of \$50,876.74, making the final cost of the project \$262,018.26, which will be paid with Sewer Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared for Change Order 1 & Final for the Columbus Avenue Lift Station Improvement Project decreasing the contract by \$50,876.74, with a final contract cost of \$238,307.26 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for final project closeout.

I concur with this recommendation:

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John Orzech  
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: Columbus Avenue Lift Station Improvement Project  
Construction Work Order No.: 1 & Final

CONTRACT: 2969  
ORDINANCE NO. 21-178

Contractor: All Phase Power and Lighting, Inc.  
PO Box 2515  
Sandusky, Ohio 44870

STREET OR LOCATON OF WORK: 1925 Columbus Avenue, Sandusky, OH 44870

Order is hereby issued and accepted for the following additions to or deductions from the quantities as specified in the original contract.

Bid Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
<b>Change Order: Reduction and Additional Work</b>									
Bid Item 1	1	0.00	1.00	LS	Removal & Replacement of Roof	\$ 36,440.00	\$ 36,440.00	\$ -	\$ (36,440.00)
Bid Item 6	1	0.60	0.40	Allow	Ohio Edison Allowance	\$ 11,000.00	\$ 11,000.00	\$ 6,622.33	\$ (4,377.67)
Bid Item 7	1	0.60	0.40	Allow	Columbia Gas Allowance	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ (1,200.00)
Bid Item 8	1	0.00	1.00	LS	Temporary Backup Generator	\$ 4,200.00	\$ 4,200.00	\$ -	\$ (4,200.00)
Bid Item 11	1	1.00	1.00	LS	Contingency:	\$ 30,000.00	\$ 30,000.00	\$ 25,340.93	\$ (4,659.07)
					Additional pump wiring for seal leak and temp			\$ 3,470.00	
					Additional generator alarm wiring to SCADA			\$ 1,988.70	
					Demolish old electrical panels			\$ 1,840.00	
					Install disconnect switches on lower level			\$ 3,724.23	
					Temporary Transformer			\$ 9,775.00	
					Telemetry Fiber Connection			\$ 4,543.00	
TE 1					Original Completion Date: December 16, 2022				
			412.00	DAYS	Revised Completion Date: January 31, 2024				412 days
					-Delays due to train derailment				
					-All fees associated with train derailment charged				
					to Norfolk Southern.				

Explanation: Change order & Contingency reflects work performed in the field.

**Total Difference** \$ (50,876.74)

Accepted: Frank Kath, PRES Date: MARCH 1, 2024  
ALL PHASE POWER & LIGHTING, INC.

Original Contract Price = \$ 312,895.00  
Contract Price after CO1 = \$ 262,018.26  
% Increase = -16.3%

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_, 2024

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ALL PHASE POWER AND LIGHTING, INC. OF SANDUSKY, OHIO, FOR THE COLUMBUS AVENUE LIFT STATION IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Columbus Avenue Lift Station will provide for the replacement of the existing generator, complete electrical upgrades, installation of two (2) variable frequency drives (VFD) for the existing two pumps along with SCADA upgrades for control and monitoring of the lift station sewer pumps and wet well levels and the project will also include extension of the City owned fiber from the Sandusky Transit System operations located at the Amtrak Station on North Depot Street to the Columbus Avenue Lift Station building; and

**WHEREAS**, the City Commission declared the necessity to proceed with the proposed Columbus Avenue Lift Station Improvement Project by Resolution No. 040-21R, passed on September 27, 2021; and

**WHEREAS**, the City Commission approved the awarding of the contract to ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, for work to be performed for the Columbus Avenue Lift Station Improvement Project by Ordinance No. 21-178, passed on November 8, 2021; and

**WHEREAS**, this First & Final Change Order reflects a reduced scope due to repairs made by Norfolk Southern as a result of the train derailment in October 2022, which have now been completed, and additional items requested by the City relating to the pumps such as disconnect switches and wiring for leak detection, temperature sensors, and SCADA controls and includes an extension of the completion date from December 16, 2022, to January 31, 2024; and

**WHEREAS**, the original contract with ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, was \$312,895.00, and with the **deduction** of this First & Final Change Order in the amount of \$50,876.74, the final contract cost is \$262,018.26 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 close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Columbus Avenue Lift Station Improvement Project and to **deduct** from the contract amount the sum of Fifty Thousand Eighty Hundred Seventy-Six and 74/100 Dollars (\$50,876.74) resulting in the final contract cost of Two Hundred Sixty-Two Thousand Eighteen and 26/100 Dollars (\$262,018.26) with ALL PHASE Power and Lighting, Inc. of Sandusky, Ohio, and to extend the completion date from December 16, 2022, to January 31, 2024.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Aaron Klein, Director

Date: February 26, 2024

Subject: **Commission Agenda Item – Dedication of city-owned property, Parcel 57-69026.000**

**ITEM FOR CONSIDERATION:** Requesting legislation approving and accepting the plat and dedication of 0.8494 acres of land owned by the City of Sandusky, Parcel Number 57-69026.000.

**BACKGROUND INFORMATION:** As part of the development of the Sandusky Bay Pathway, the City of Sandusky partnered with the Ohio Department of Transportation (ODOT) as the lead agency, and several other agencies, to pursue funding through the federal RAISE grant for two projects along State Route 6 between Huron and Sandusky. Upon grant award, it was decided that the portion of the pathway within City limits that mostly follows the old Pier Track right of way between Hemminger Ditch and Cedar Point Drive could still be managed by the City of Sandusky rather than ODOT. However, the project must follow normal ODOT procedures to be eligible to use the federal funds, including incorporating additional acquisition and design services prior to beginning construction activities. Costs for these required modifications are still being negotiated and are not covered by this legislation.

Parcel 57-69026.000 is located on the east side of Cedar Point Drive and immediately north of the City's Pier Track Lift Station. It is currently owned by the City of Sandusky with no specific use assigned to it. Therefore, per ODOT requirements, it must be approved and recorded for "the use of the public forever." The attached dedication plat and legal description total 0.8494 acres. The parcel is not being altered or split in any manner.

**BUDGETARY INFORMATION:** There will be a fee for the recording of the plat at the Erie County Recorder's office which will be paid with Capital Projects Funds dedicated for the Sandusky Bay Pathway since the grant dollars will not cover engineering fees.

**ACTION REQUESTED:** It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the dedication plat can be recorded so the project can meet ODOT's deadlines for right of way filing.

I concur with this recommendation:

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John Orzech  
City Manager

cc: C. Myers, Commission Clerk; Michelle Reeder, Finance Director; S. Hastings, Law Director



## CERTIFICATE OF FUNDS

In the Matter of: Sandusky Bay Pathway – Plat & Dedication

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

Account #431-6505-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING THE FINAL PLAT AND CONFIRMING THE DEDICATION TO THE USE OF THE PUBLIC, A TRACT OF LAND ON CEDAR POINT DRIVE, PARCEL NO. 57-69026.000, WITH A TOTAL AREA OF 0.8494 ACRES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the development of the Sandusky Bay Pathway, the City partnered with the Ohio Department of Transportation as the lead agency, and several other agencies, to pursue funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant program for projects along State Route 6 between the City of Sandusky and Huron Township; and

**WHEREAS**, the City Commission adopted preliminary legislation submitted by the Director of the Ohio Department of Transportation for the Sandusky / US 6 RAISE Grant application, PID No. 116570, by Resolution No. 019-22R, passed on March 28, 2022, and subsequently was awarded funds; and

**WHEREAS**, the City is managing the portion of the project within the City limits, which follows the old Pier Track right-of-way between Hemminger Ditch and Cedar Point Drive, however, the City must follow ODOT procedures to be eligible for the Federal funding which includes incorporating additional acquisition and design services prior to beginning construction activities; and

**WHEREAS**, the City is the owner of property on the east side of Cedar Point Drive, just north of the City's Pier Track Lift Station, Parcel 57-69026.000, which is part of the Sandusky Bay Pathway, and pursuant to ODOT requirements, must be dedicated for public use; and

**WHEREAS**, this City Commission approves the dedication for public use the tract of land on the east side of Cedar Point Drive, just north of the City's Pier Track Lift Station, and authorizes the recording of the Final Plat in the office of the Erie County Recorder; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the Dedication Plat to be accepted as public use and recorded so the project can meet the Ohio Department of Transportation's deadlines for right-of-way filing; and

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

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

Section 1. This City Commission accepts and approves the Final Plat for a tract of land on Cedar Point Drive, Parcel No. 57-69026, located on the east side of Cedar Point Drive, just north of the City's Pier Tract Lift Station, with a total area of 0.8494 acres, as set forth on the dedication plat, a copy of which is marked Exhibit "A", attached to this Ordinance and incorporated herein, and its dedication to the use of the public is accepted and confirmed.

Section 2. The Clerk of the City Commission is authorized to cause the Final Plat to be recorded in the office of the Erie County Recorder.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024









## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Aaron Klein, Director of Public Works

Date: March 11, 2024

Subject: **Commission Agenda Item – Permission to Bid the Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan.

**BACKGROUND INFORMATION:** The Causeway Wetlands has accepted two rounds of dredged materials from the federal navigation channel via two projects managed by the Army Corps of Engineers (Corps) in 2022 and 2023. The north cell is near, or at, capacity while the south cell may have limited capacity for a partial dredge cycle in 2025. Depth measurements will be performed by KS Associates later this spring to determine the exact capacity remaining compared to the final regrading of the channels through the containment site. Since the success of the wetlands is predicated on establishment of native species for wildlife habitat, it is important to establish native vegetation prior to growth of invasive species. Therefore, staff is working with the State of Ohio to utilize grant funds approved in existing contracts to bid a construction project to spread a native seed mix over the north cell prior to April 30, 2024, in hopes of establishing native vegetation at the onset of the growing season. Since there is more water in the south cell, staff anticipates a similar project at a later date, possibly after another dredge cycle. The project has an Engineer's Estimate of \$52,250.00.

**BUDGETARY INFORMATION:** The estimated construction cost for the Cedar Point Causeway Wetlands 2024 Seeding Plan is \$52,250.00, which shall be paid with grant funds approved in an agreement with the State of Ohio (DNRSHLE07) via ordinance 21-092. No City funding will be incorporated into this project.

**ACTION REQUESTED:** It is recommended that the Cedar Point Causeway Wetlands 2024 Seeding Plan be approved for bidding 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 bid the project, receive competitive prices and complete the project by the deadline of April 30, 2024.

I concur with this recommendation:

---

John Orzech  
City Manager

cc: C. Myers Commission Clerk; M. Reeder, Finance Director; S. Hastings Law Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CEDAR POINT CAUSEWAY WETLANDS 2024 TEMPORARY SEEDING PLAN PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City accepted grant funds in the amount of \$100,000.00 from the Ohio Department of Natural Resources through the Healthy Lake Erie Grant Program, in cooperation with the Ohio Environmental Protection Agency, for the Cedar Point Causeway Wetland Project – Phase 1 related to the Sandusky Bay Initiative by Ordinance No. 21-092, passed on June 14, 2021; and

**WHEREAS**, the Causeway Wetlands has accepted two (2) rounds of dredged materials from the federal navigation channel via two (2) projects managed by the Army Corps of Engineers (Corps) in 2022 and 2023, and since the success of the wetlands is predicated on establishment of native species for wildlife habitat, it is important to establish native vegetation prior to the growth of invasive species; and

**WHEREAS**, City Staff is working with the State of Ohio to utilize grant funds and this proposed Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan Project involves spreading a native seed mix over the north cell prior to April 30, 2024, in hopes of establishing native vegetation at the onset of the growing season; and

**WHEREAS**, the estimated construction cost of the project is \$52,250.00 and will be paid with funds received from the Ohio Department of Natural Resources through the Healthy Lake Erie Grant Program; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately bid the project, receive competitive prices and award so the project can be completed by the deadline of April 30, 2024; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City

Commission, for the proposed Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Cedar Point Causeway Wetlands 2024 Temporary Seeding Plan Project as required by law.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



## DIVISION OF PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 26, 2024

Subject: **Commission Agenda Item- Agreement with Holcomb Enterprises, LLC for the 2024-2026 Seasonal Dock Installation & Removal Services**

**ITEM FOR CONSIDERATION:** Legislation to enter into an agreement with Holcomb Enterprises, LLC of Port Clinton, Ohio for the 2024-2026 Seasonal Dock Installation & Removal Project.

**BACKGROUND INFORMATION:** On January 18th the City issued a request for proposals (RFP) for the installation and removal of seasonal docks. This notice was advertised in the Sandusky Register and emails were sent to eleven contractors the Public Works Department has on file that complete this type of work. These seasonal public docks are located at the Shelby Street Boat Launch Facility and at the Pipe Creek Wildlife Canoe Launch. The City received 2 responsive proposals by the February 8th deadline which were evaluated by a selection committee. Based upon the proposer's past experience and equipment, proposal & qualifications, and pricing, it was determined the proposal of Holcomb Enterprises, LLC was the lowest and best. Since some of the work must be done from the water and the City does not own the necessary equipment to set the docks in the water, this service has to be contracted. The RFP was written with the option of two additional one-year contract extensions. The contractor provided the pricing as listed below for each year. The breakdown of the yearly costs is as follows:

<b>Shelby Street Boat Launch Facility</b>				Total-yearly
Spring Install 2024	\$11,000	Fall Removal 2024	\$11,000	\$22,000
Spring Install 2025	\$11,000	Fall Removal 2025	\$11,000	\$22,000
Spring Install 2026	\$11,000	Fall Removal 2026	\$11,000	\$22,000
<b>Pipe Creek Wildlife Canoe Launch</b>				
Spring Install 2024	\$3,000	Fall Removal 2024	\$3,000	\$6,000
Spring Install 2025	\$3,000	Fall Removal 2025	\$3,000	\$6,000
Spring Install 2026	\$3,000	Fall Removal 2026	\$3,000	\$6,000
<b>Total contract</b>				<b>\$84,000</b>

**BUDGETARY INFORMATION:** The total cost of this contract for the years 2024-2026 is \$84,000. If approved, the cost for installation and removal of the seasonal docks will be included in the Contractual Services portion of Building Maintenance Division's Operation and Maintenance budget.



**ACTION REQUESTED:** It is recommended that proper legislation be prepared authorizing the City Manager to enter into an agreement with Holcomb Enterprises, LLC of Port Clinton, Ohio for \$84,000 for the installation & removal services for three years, starting with Installation of the seasonal docks in Spring 2024 until the removal in Fall 2026. It is further requested that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the contract so the contractor can begin installing the docks this Spring.

I concur with this recommendation:

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John Orzech  
City Manager

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Colleen Gilson  
Community Development Director

cc: Cathy Myers, Commission Clerk; M. Reeder, Finance Director; Stewart Hastings, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Holcomb- Seasonal dock install & removal

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

Account #110-7550-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH HOLCOMB ENTERPRISES, LLC, OF PORT CLINTON, OHIO, FOR SEASONAL DOCK INSTALLATION & REMOVAL SERVICES AT THE SHELBY STREET BOAT LAUNCH FACILITY AND PIPE CREEK WILDLIFE CANOE LAUNCH BEGINNING IN SPRING 2024 AND ENDING IN FALL 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, a request for proposals (RFP) was issued on January 18, 2024, for the installation & removal of seasonal docks at the Shelby Street Boat Launch Facility and Pipe Creek Wildlife Canoe Launch for the period beginning Spring 2024 and ending Fall 2026 in which two (2) proposal were received and evaluated by a selection committee and based upon the proposers past experience & equipment, proposal & qualifications, and pricing, it was determined the proposal of Holcomb Enterprises, LLC of Port Clinton, Ohio, was the lowest and best; and

**WHEREAS**, Holcomb Enterprises, LLC of Port Clinton, Ohio, will be providing services for seasonal dock installation each April and removal each November at the Shelby Street Boat Launch Facility and Pipe Creek Wildlife Canoe Launch consistent with their proposal and the RFP; and

**WHEREAS**, the contract is for three (3) years, beginning April 2024, and ending in November 2026, summarized as follows:

<b><u>Shelby Street Boat Launch Facility</u></b>				Total-yearly
Spring Install 2024	\$11,000.00	Fall Removal 2024	\$11,000.00	\$22,000.00
Spring Install 2025	\$11,000.00	Fall Removal 2025	\$11,000.00	\$22,000.00
Spring Install 2026	\$11,000.00	Fall Removal 2026	\$11,000.00	\$22,000.00
<b><u>Pipe Creek Wildlife Canoe Launch</u></b>				
Spring Install 2024	\$3,000.00	Fall Removal 2024	\$3,000.00	\$6,000.00
Spring Install 2025	\$3,000.00	Fall Removal 2025	\$3,000.00	\$6,000.00
Spring Install 2026	\$3,000.00	Fall Removal 2026	\$3,000.00	\$6,000.00
<b>Total contract</b>				<b>\$84,000.00</b>

**WHEREAS**, the City has the option to extend the contract for two (2) additional one (1) year terms upon written agreement by both parties; and

**WHEREAS**, the total cost of the initial contract is \$84,000.00 and will be paid with funds from the Building Maintenance Division’s operating budget; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract so the contractor can begin installing the docks this Spring; and

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

accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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 Holcomb Enterprises, LLC, of Port Clinton, Ohio, for seasonal dock installation & removal services at the Shelby Street Boat Launch Facility and Pipe Creek Wildlife Canoe Launch, beginning Spring 2024, and ending in Fall 2024, at an amount **not to exceed** Eighty-Four Thousand and 00/100 Dollars (\$84,000.00), consistent with the proposal submitted, a copy of which is marked Exhibit “A” and attached to this Ordinance.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024

REQUEST FOR PROPOSALS  
City of Sandusky  
2024-2026 Seasonal Dock Installation &  
Removal

Issued by:  
The City of Sandusky, Ohio

Issued:  
Thursday, January 18, 2024

Contact Person:  
Aaron Klein, P.E.  
c/o Department of Public Works  
240 Columbus Ave  
Sandusky, OH 44870  
Phone: (419) 627-5829  
Fax: (419) 627-5933  
email: mmorales@cityofsandusky.com

Proposals Due:  
Thursday, February 8, 2024 at 1:30 pm



The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

Pricing for Services from 2024-2026

Shelby Street Boat Launch Facility

Spring Install 2024 \$ <u>11,000.00</u>	Fall Removal 2024 \$ <u>11,000.00</u>
Spring Install 2025 \$ <u>11,000.00</u>	Fall Removal 2025 \$ <u>11,000.00</u>
Spring Install 2026 \$ <u>11,000.00</u>	Fall Removal 2026 \$ <u>11,000.00</u>

Pipe Creek Wildlife Canoe/Kayak Launch

Spring Install 2024 \$ <u>3,000.00</u>	Fall Removal 2024 \$ <u>3,000.00</u>
Spring Install 2025 \$ <u>3,000.00</u>	Fall Removal 2025 \$ <u>3,000.00</u>
Spring Install 2026 \$ <u>3,000.00</u>	Fall Removal 2026 \$ <u>3,000.00</u>

Optional Contract Extension for Two Years

Shelby Street Boat Launch Facility

Spring Install 2027 \$ <u>11,000.00</u>	Fall Removal 2027 \$ <u>11,000.00</u>
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Spring Install 2028	Fall Removal 2028
\$ <u>11,000.00</u>	\$ <u>11,000.00</u>

Pipe Creek Wildlife Area Canoe Launch

Spring Install 2027	Fall Removal 2027
\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
Spring Install 2028	Fall Removal 2028
\$ <u>3,000.00</u>	\$ <u>3,000.00</u>

EXHIBIT "A"

### VIII. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. While it is not necessary to use the forms provided, any substituted or attached additional sheets must contain the requested information and be clearly marked for easy reference by the evaluation committee.

#### **Submittal Checklist**

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- ☒ Proposal Form & Contact Information Sheet
- ☒ Original proposal in Sealed Envelope
- ☒ Organization Description, Experience History and Service References
- ☒ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- ☒ Proof of Insurability
- ☒ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal



## Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: The Holcomb Group of Companies DBA Holcomb Enterprises LLC  
MJ Snow & Landscape LLC

Business Address: 6660 W Fritchie Rd Port Clinton OH 43452

Telephone Number 419-366-1861 - MATT Holcomb Vice President

Other Phone 419-656-6724 office

Other Phone 419-341-2556 Joel Freedman operations

Fax 419-635-2019

Email matt@holcombent.com

Name and Title of Contact Individual for Further Information

Matt Holcomb Vice President

Legal Status of Organization: (Check one)

- ☐ For-profit corporation or joint venture corporation  
☒ For-profit partnership or sole proprietorship LLC  
☐ Non-profit corporation Public agency Other (identify)  
☐ Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

### Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?  
Yes \_\_\_\_ No X. If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes \_\_\_\_ No X. If yes, give details on separate sheet.

### Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

Municipality

Current or Recent

Contact Person/Phone No.

SEE Attached

Current Vendor for City of Sandusky Docks

# Past Projects

**THE HOLCOMB GROUP OF COMPANIES EIN # 84-4689611**

**DBA - MJ'S SNOW AND LANDSCAPE LLC EIN # 34-2066834**

**HOLCOMB ENTERPRISES LLC EIN # 45-2468879**

## 2023

### Murry Dock – Seawall, Site Work, Paving, Concrete, Custom Floating Docks

\$ 1.5 million – 100% Complete – Prime Contractor

Project Owner – Patrick Murry – 419-656-4280

Engineer/Arch – Gary Fisher 440-315-2300

Bond on this Project – None

### Kroger Asphalt Paving Various Stores

\$ 3 million – 100% Complete – Prime Contractor

Project Owner – Kroger – Jason Case 614-898-3497

Engineer/Arch – None

Bond on this Project – None

### Fedex Paving and Concrete Work (Numerous Sites OH & MI)

\$ 2.7 million – 100% Complete – Sub Contractor For Rabine Paving

Project Owner – Fedex – Stephen Ford

Rabine Paving – Brian Blackowicz – 815-354-1800

Engineer/Arch – Terracon Al Hernandez - (713) 539-0915

Bond on this Project – None

### Walmart Concrete and Asphalt Paving (Numerous Stores OH & MI)

\$5 million – 100% Complete – Prime Contractor

Project Owner – DJ Czizek – 419-733-0669

Engineer/Arch – None

Bond on this Project – None

### City of Oregon Field Improvements (Concrete, Site, Water, Sewer, Storm)

\$300,000 – 100% - Subcontractor for Midwest Construction

Midwest Contracting – Pat Nawrocki – 419-466-3885

Project Owner – City Of Oregon - Rodney Shultz - (419) 698-7015

Engineer/Arch – City of Oregon - Rodney Shultz - (419) 698-7015

Bond on this Project – None

**Kroger Columbus New Parking Lot – (Site, Sewer, Storm, Paving)**

**\$ 950,000 – 100% Complete – Prime Contractor**

**Project Owner – Kroger – Josh Wiffler – 920-246-5633**

**Engineer/Arch – Structure Point – Ben Schilling – 614-314-0350**

**Bond on this Project – None**

**Stop and Go Oregon – Group Up Build (Storm, Sewer, Site, Concrete, Asphalt Paving)**

**\$1.1 million – 100% Complete - Subcontractor for Midwest Construction**

**Midwest Contracting – Pat Nawrocki – 419-466-3885**

**Project Owner – Stop and Go – Jim Sutphin – 419-776-2929**

**Engineer/Arch – Architecture by Design Ltd – 419-824-3311**

**Bond on this Project – None**

**City of Fremont Water Treatment Plant Clean Out – Dredging**

**\$15,000.00 – 100% Complete – Prime Contractor**

**Project Owner – City Of Fremont – Jeff Lamson – 419-680-4837**

**Engineer/Arch – None**

**Bond on this Project - None**

**2022**

**Dredging the Port Clinton Yacht Club**

**\$100,000 – 100% Complete – Prime Contractor**

**Project Owner – Port Clinton Yacht Club – Matt Marotta 440-773-1158**

**Engineer/Arch – None**

**Bond on this Project - None**

**Mercy Health System – Paving and Site Work (Numerous Sites)**

**\$ 4 million – 100% Complete – Prime Contractor**

**Project Owner – Mercy Health System – Jeff Dominique – 419-351-5658**

**Engineer/Arch – None**

**Bond on this Project - None**

**Lowes Distribution (Paving and Site Work)**

**\$ 5 million - 100% Complete – Sub Contractor For Rabine Paving**

**Project Owner – Lowes Distribution**

**Rabine Paving – Brian Blackowicz – 815-354-1800**

**Engineer/Arch – None**

**Bond on this Project – None**

**Kroger Concrete and Asphalt Paving (Numerous Stores OH)**

\$3 million – 100% Complete – Prime Contractor

Project Owner – Kroger – Jason Case 614-898-3497

Engineer/Arch – None

Bond on this Project – None

**Kristy Dieter Seawall**

\$250,000.00 - 100% Complete – Prime Contractor

Project Owner – Kristy Dieter – 419.944.8713

Engineer/Arch – Matt Holcomb – 419-366-1881

Approval By Army Corps

Bond on this Project - None

**Walmart Paving (Numerous Stores OH & MI)**

\$6 million – 100% Complete – Prime Contractor

Project Owner – Walmart - Waylon Chaney - 479.204.2790

Engineer/Arch – Terracon

Bond on this Project – None

**2021**

**Zimmerman Construction – Custom Seawall With Steel Stairs and Site Work**

\$350,000 – 100% Complete – Prime Contractor

Project Owner – Greg Zimmerman – 419-656-1753

Engineer/Arch – Matt Holcomb – Approved by the Army Corps of Engineers

Bond on this Project – None

**Walmart Asphalt Paving and Concrete (Numerous Stores OH & MI)**

\$3 million – 100% Complete – Prime Contractor

Project Owner – DJ Czizek – 419-733-0669

Engineer/Arch – None

Bond on this Project – None

**Kroger Asphalt Paving (Numerous Stores OH)**

\$4 million – 100% Complete – Prime Contractor

Project Owner – Kroger – Jason Case 614-898-3497

Engineer/Arch – None

Bond on this Project – None

**Grainger ADA Improvements (Concrete, Paving, Custom Stairs) (3 Stores)**

**\$500,000 – 100% Complete – Subcontractor for Jordan Construction - Austin Crull - 815-262-8545**

**Project Owner – Grainger Supply**

**Engineer/Arch – GEI Consultants – 847-984-3973**

**Bond on this Project - None**

**Target Retail Paving Reynoldsburg, Ohio**

**\$741,000.00 – 100% Complete – Subcontractor for Colcon Construction – Doug Shook – 217-821-2690**

**Project Owner – Target Stores Inc**

**Engineer/Arch – Seawell Engineer – 1.800.648.4202**

**Bond on this Project - None**

**Kohl's Asphalt Paving**

**\$ 1.6 million – 100% Complete – Subcontractor by Jordan Construction - Austin Crull - 815-262-8545**

**Project Owner – Grainger Supply**

**Engineer/Arch – CESO Engineers**

**Bond on this Project - None**

**Cedar Point - Remove Docks and Install New Ones**

**\$350,000 – 100% Complete – Prime Contractor**

**Project Representative – Greg Zimmerman – 419-656-1753**

**Engineer/Arch – Cedar Point Inc.**

**Bond on this Project – None**

**2020**

**Kroger Asphalt Paving (Numerous Stores OH)**

**\$2.6 million – 100% Complete – Prime Contractor**

**Project Owner – Kroger – Jason Case 614-898-3497**

**Engineer/Arch – None**

**Bond on this Project – None**

**Whirlpool Site Work, Concrete and Asphalt Paving (3 Sites)**

**\$7.8 million– 100% Complete – Subcontractor by Pepper Construction**

**Project Representative – David Freyhoff – 614.314.3302**

**Engineer/Arch – Mannick and Smith – Dan Beasley – 614.441.4222 Ext1222**

**Bond on this Project – None**

**Walmart Asphalt Paving and Concrete (Numerous Stores OH & Mi)**

**\$2.4 million - 100% Complete – Sub Contractor For Rabine Paving**

**Project Owner – Walmart Retail Stores**

**Rabine Paving – Brian Blackowicz – 815-354-1800**

**Engineer/Arch – Various**

**Bond on this Project - None**

**If there are more big past projects you would like we can provide. This list only identifies out bigger projects and not all of the projects.**

EXHIBIT "A"

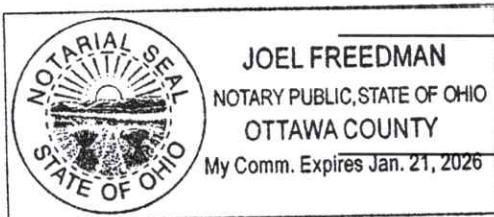
### Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

BY: Matt Holcomb

DATE: 2/6/24

SIGNED IN THE PRESENCE OF:



Joel Freedman





HOLCGRO-01

TPHILLIPS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stapleton Insurance & Risk Mgt P. O. Box 1118 Sylvania, OH 43560-0118	CONTACT NAME: <b>Teresa Phillips</b>	
	PHONE (A/C, No, Ext): <b>(419) 517-1060</b> FAX (A/C, No): <b>(419) 882-3911</b>	
	E-MAIL ADDRESS: <b>teresa@stapletoninsurance.com</b>	
INSURED  <b>The Holcomb Group of Companies, LLC; MJ's Snow &amp; Landscape, LLC; Holcomb Enterprises, LLC 6660 W Fritchie Rd Port Clinton, OH 43452</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>American Select Insurance Co.</b>	<b>19992</b>
	INSURER B : <b>Colony National Insurance Co</b>	<b>34118</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	TRA8681069	10/1/2023	10/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMPI/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MT Cargo 1K Ded <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	TRA8681069	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MTC \$ <b>500,000</b> \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	TRA8681069	10/1/2023	10/1/2024	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TRA8681069	10/1/2023	10/1/2024	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Leased Rented Eqpmt		TRA8681069	10/1/2023	10/1/2024	1,000 ded \$ <b>250,000</b>
B	Pollution		CSP308016	2/1/2024	2/1/2025	Occ/Agg \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For operations of named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Sandusky 240 Columbus Ave Sandusky, OH 44870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Teresa C Phillips</i>

**Proof of Insurability:**

Required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of the operator's agents or employees.

EXHIBIT "A"





## PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 28, 2024

Subject: **Commission Agenda Item – – Professional Services Agreement the Greetings Tour Inc for Greetings from Sandusky Mural at the Mylander Pavilion.**

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a Professional Services Agreement with Greetings Tour Inc for re-creation of the “Greetings from Sandusky” Mural at the Mylander Pavilion.

**BACKGROUND INFORMATION:** In 2017 the Sandusky Bicentennial Commission hired Victor Ving and Lisa Beggs of the Greetings From Tour to design and create a Greetings from Sandusky Mural on the Sandusky State Theatre. The mural became one of the iconic photo opportunities for residents including wedding parties, homecoming and prom photos, graduation pics and visitors to the area during the three short years it was on the theatre wall.

In June of 2020 the Sandusky State Theatre was damaged by a major storm and although most of the mural wall survived, that section of the theatre was included in the demolition efforts to rebuild the theatre.

The new design of the theatre does not include a prominent location to bring the mural back to its original location, but the theatre has pledged funds to return the mural to Sandusky in a new location in 2023. A new location on the east exterior wall of the Mylander Pavilion at the Jackson Street Pier was selected by staff as the best and most prominent location due to the high pedestrian traffic on the pier and the Sandusky Bay Pathway. The constant ferry traffic was also a determining factor in the new location.

**BUDGETARY INFORMATION:** The total cost of the project including travel, local accommodations, design, and painting of the mural is \$30,125. The City’s Public Arts and Culture Commission has pledged \$10,000 to the project and Sandusky State Theatre has pledged \$7,500 to the project. The remaining \$12,625 will be paid with Mylander Foundation grant funds.

**ACTION REQUESTED** It is recommended that proper legislation be prepared to enter into Professional Services Agreement with Greetings Tour Inc 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 and possibly be completed during the Total Eclipse of SUNdusky festival on April 5-8, 2024, and by the completion date of June 1, 2024.

Approved

I concur with this recommendation:

---

John Orzech, City Manager

---

Colleen Gilson, Community Development Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

Greetings Tour Inc

590 Douglas St.  
Pasadena, CA 91104 US  
+1 7183507671  
info@greetingstour.com  
https://greetingstour.com



INVOICE

BILL TO  
Jason Werling

INVOICE 1245  
DATE 01/24/2024  
TERMS Due on receipt  
DUE DATE 01/24/2024

	QTY	RATE	AMOUNT
Graphic Design	0.50	6,500.00	3,250.00
<ul style="list-style-type: none"><li>- Artwork by Greetings Tour</li><li>- Creative Brief &amp; Sketch w/ 2 Rounds of Revisions</li><li>- Designed to be completed within 1 week by team of 2 artists</li><li>- Licensing for use as (1) Hand painted mural</li><li>- Meant as blueprint for mural (not a Vector or fully rendered file)</li></ul>			
Sign Painting Mural	0.50	19,500.00	9,750.00
<ul style="list-style-type: none"><li>- Painting approved custom Greetings Tour design</li><li>- Coverage of up to 350 sq. ft. on a 10x20 panel</li><li>- 8 large letters &amp; 5 unique images within letters</li><li>- Pre-production work (scaling artwork, pouncing, mixing paint, gathering supplies)</li><li>- Protection of space &amp; required COI</li><li>- Includes supplies, labor &amp; assistants</li><li>- Client provides access to electric, water, slop sink, bathroom</li><li>- 24/7 access to site during install w/ safe storage for equipment &amp; supplies</li></ul>			
Does NOT include:			
<ul style="list-style-type: none"><li>- Proper priming &amp; preparation of wall prior to artist arrival</li><li>- Clear coat or anti-graffiti coating after completion of mural</li></ul>			
Travel Reimbursements	0.50	2,725.00	1,362.50
<ul style="list-style-type: none"><li>- (2) Roundtrip flights from LAX &gt; CLE +/- \$1,300</li><li>- Including transportation to &amp; from airport (LA) +/- \$100</li><li>- Rental car (one week + insurance) +/- \$800</li><li>- Artist per diem max \$75 for 2 artists total +/- \$525</li></ul>			
Travel Reimbursements	0.50	1,400.00	700.00
Accommodations for up to 7 nights (Airbnb okay) +/- \$200/night x7			

Please make checks payable to:  
Greetings Tour Inc  
590 Douglas St.  
Pasadena, CA 91104

ACH Direct Deposit:  
JP Morgan Chase Bank NA  
Routing: 322271627  
Account: 613301156

SUBTOTAL	15,062.50
TAX	0.00
TOTAL	15,062.50
BALANCE DUE	<b>\$15,062.50</b>

## CERTIFICATE OF FUNDS

In the Matter of: Greetings Tour Mural

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 #431-3400-53000, 431-3440-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GREETINGS TOUR INC., OF PASADENA, CALIFORNIA, FOR PROFESSIONAL SERVICES TO RE-CREATE THE “GREETINGS FROM SANDUSKY” MURAL AT THE MYLANDER PAVILION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, in 2017 the Sandusky Bicentennial Commission hired Victor Ving and Lisa Beggs of the Greetings From Tour to design and create a “Greetings from Sandusky” Mural on the Sandusky State Theatre and the mural became one of the iconic photo opportunities for residents including wedding parties, homecoming and prom photos, graduation pics and visitors to the area; and

**WHEREAS**, in June of 2020 the Sandusky State Theatre was damaged by a major storm and eventually the mural wall was demolished during efforts to rebuild the theatre; and

**WHEREAS**, a new location on the east exterior wall of the Mylander Pavilion at the Jackson Street Pier was selected by staff as the best and most prominent location to re-create the mural due to the high pedestrian traffic on the pier and the Sandusky Bay Pathway as well as the constant ferry traffic; and

**WHEREAS**, Greetings Tour Inc. will be providing professional services exempt from the requirement of competitive bidding for the re-creation of the “Greetings From Sandusky” mural at the Mylander Pavilion 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 \$30,125.00 of which \$10,000.00 has been pledged from the City’s Public Arts and Culture Commission, \$7,500.00 from the Sandusky State Theatre, and the remaining \$12,625.00 will be paid with Mylander Foundation grant fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the work to begin and possibly completed during the Total Eclipse of SUNdusky festival from April 5-8, 2024, and by the completion date of June 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 Division of Parks and Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

**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 Greetings Tour Inc., of Pasadena, California, for Professional

Services for the re-creation of the “Greetings From Sandusky” mural at the Mylander Pavilion, 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 Thousand One Hundred Twenty-Five and 00/100 Dollars (\$30,125.00).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024





THIS AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2024, by and between **Greetings Tour Inc**, a California state company ("Artist"), and **City of Sandusky** ("Client") as set forth on the signature page below:

Artist has certain valuable experience and expertise in matters related to the creation of various types of murals/design and Client desires to engage Artist with respect to such services under the following terms and conditions.

## 1. Description of the Work

The "Artwork" to be created by the Artist shall be:

**Greetings from Sandusky Mural** (recreation) by Greetings Tour (Victor Ving & Lisa Beggs)

- Design scaled to 10' ft H x 20' W
- To be created off-site on custom built framed out dibond panels
- Client to provide an indoor location to setup & paint the panels prior to installation (use of spray paint allowed)
- Includes all labor, supplies & equipment

## 2. Obligations of the Artist

- a) Artist shall purchase all materials necessary for the creation of the Artwork with the exception of supplies provided by Client noted in "Description of the Work" above.
- b) Artist shall create the Artwork, or, at its sole discretion, oversee the work of a hired sub-contractor/assistant.
- c) Unless otherwise indicated above, Artist shall determine the artistic expression, scope, design, color, size, material, texture, and placement of the Artwork, subject to review and acceptance by Client, as set forth in this Agreement.

## 3. Obligations of the Client

- a) If Client shall provide the canvas or wall space, Client shall be responsible for hiring and compensating the labor services for the preparation of the surface for the Artwork. The surface shall be properly primed with enough time to cure prior to Artist commencement of preparation of the Artwork. Artist is not responsible for existing structural and surface issues that may affect the quality, appearance or the life of the Artwork.
- b) Before Artist can begin working, Client shall secure any building permits and ensure compliance with all applicable statutes, ordinances or regulations of any governmental or regulatory Artist having jurisdiction over the location and which are necessary for the lawful creation and execution of the Artwork.
- c) For time sensitive installations (such as live art at events), any minor changes Artist deems necessary to enhance the composition or color in the Artwork will be deemed for the good of the painting and at no additional charge to Client.
- d) Artist shall not be responsible for any delay in commencement of preparation and application of the Artwork to the surface arising from Client's failure to comply with the obligations set forth in this Section 3.

## 4. Sketch Process

- a) Artist is to provide an initial lettering/layout placement for Client approval.
- b) Upon lettering/layout approval, Artist will deliver the first sketch layout image references within the lettering in full color. This is considered the first sketch. Artist will utilize Client feedback to provide **up to 2 additional rounds of revisions** inclusive in the price set forth in section 5, herein. Any additional Sketches after the 2<sup>nd</sup> round will be charged at **\$150/per hour**. Client shall thereafter notify the Artist in writing whether it approves or disapproves the Sketch. If the Client still determines that further Sketches are disapproved, it shall provide the Artist with a statement in writing of its reasons for disapproval, whereupon Artist will have the option to (i) continue work and submit an additional Sketch, or (ii) to terminate this Agreement and keep any fees already paid.
- c) In the event of termination of this Agreement pursuant to paragraph (b), Artist shall retain the Sketches and all compensation previously paid and neither party shall be under any further obligation to the other in respect of the subject matter thereof.
- d) Sketches are meant as blueprints for an installation and NOT fully rendered artwork on a smaller scale. In particular, colors, texture, dimensions, materials and scale of the finished Artwork may depart significantly from those indicated in the Sketch. Artist will make all final decisions regarding the aesthetics of the composition of the Artwork, and is to use its discretion when matching the approved design colors.



- e) Sketches do not include a fully rendered digital design or small-scale painting, and in some cases, such work may not be possible. If Client requests a fully rendered digital design or small-scale painting, the fee for such work will be separately negotiated.
- f) Any additional work done by the Artist not within the original scope shall be negotiated and compensated in writing separately from this Agreement. If after the execution of this Agreement, Client requests Artist (i) create additional artwork which is not covered by the price quoted below, or (ii) Client requests changes to the Artwork which in Artist's sole discretion substantially changes the scope of the Artwork or requires Artist to engage a different artist to create the Artwork, Client agrees that Artist shall have a right to retain half of the Deposit set forth in Section 5(b), and Client and Artist will seek to negotiate a revised Project scope and fee for the revised Project.

**5. Fees and schedule of payment**

- a) Price of Artwork): \$30,125
- b) A non-refundable 50% deposit of \$15,062.50 is due at time of contract sign off.
- c) **Deposits serve the dual purpose of a Kill Fee if the Client cancels the project.**
- d) Any balance shall be due upon Final Acceptance as described in Paragraph 6(c), below.
- e) Please note that any credit card payments will be charged an additional 3.5% convenience fee. Deposits are valid for up to one year upon receipt. Accounts not paid within 60 days of the date of the invoice are subject to a 3% monthly finance charge.

**6. Start and completion dates, and Artwork Final Acceptance**

- a) Artist will use reasonable efforts to complete the Artwork by 6/1/2024 ("Completion Date"). Please note that Client delays in which Artist has no control including but not limited to, Client's failure to meet its obligations in Section 3, creative feedback, failure of Client to obtain necessary approvals and permits, failure to properly prime the Artwork surface, and failure to timely complete any necessary construction, will extend the Completion Date as necessary to account for any delays.
- b) Artist shall advise Client in writing when all Artwork has been completed in substantial conformity with the proposal for the Artwork as set forth in Section 1.
- c) Final Acceptance shall be deemed to have occurred, and any remaining fee balance shall be due as of the earlier of: (i) the date of the Client's notification of acceptance of the Artwork or (ii) 10 days after the Artist has sent the written notice to the Client required under Section 6(b) that the Artwork is completed, unless the Client, prior to the expiration of the 10-day period, gives the Artist written notice specifying and describing the services which have not been completed.

**7. Exploitation of the Work**

Notwithstanding the written assignment of any advertising/promotion rights to the Client, the Artist shall retain all copyrights of the Artwork. Artist reserves all rights to the reproduction of the Artwork for any commercial purpose. Client shall not make any commercial use of the Artwork, except that Client may use the Artwork in licensing terms listed under description of work. Client shall not otherwise make any reproduction of the Artwork available for sale without the prior written authorization of Artist. Both during the Term of this Agreement and thereafter, Client will assist Artist and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering the Artwork. Artist will sign any such applications, upon request and Client's expense, and deliver them to Artist. Except as noted herein, Artist will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

**8. Maintenance of the Work**

Client shall notify Artist promptly in the event of the need for any maintenance or restoration services so that the Artist may have a reasonable opportunity to perform such work itself or to supervise or consult in its performance. Artist shall be reasonably compensated by the Client for future maintenance and/or restoration services rendered on terms agreeable to Client, and Client understands that such maintenance or restoration is not included as part of the Artist's services under this Agreement. In absence of any need for restoration or maintenance, the Artwork shall remain free of alteration by the Client. Client shall take reasonable precautions to protect the Artwork against damage or destruction by external forces, including but not limited to weather and normal wear and tear. In the event of a restoration or voluntary complete or partial removal of the Artwork, Client agrees to provide Artist written ten (10) day notice of any removal or disposal of the Artwork and to provide Artist with the opportunity to keep or salvage the Artwork, if possible. Client shall inform Artist if Client intends to move the Artwork, and shall keep Artist informed of the location of the Artwork if it is moved.

**9. Title of Ownership**



Physical title of ownership in the Artwork shall pass from the Artist to the Client upon the completion of the Artwork and payment in full of Artist, except as otherwise detailed in this Agreement.

**10. Efforts**

Artist agrees that, for so long as this Agreement continues in effect, Artist shall devote such of its time and energies to the services requested by Client hereunder as Artist deems reasonably necessary and appropriate to perform the services required hereunder.

**11. Termination**

Artist may terminate this agreement immediately without notice upon the reasonable determination of cause. Cause shall include, but not be limited to Client's failure to obtain necessary permits, or any other breaches of Client's obligations under section 3(b) above, or failure to pay the deposit set forth in section 5 above. If this Agreement is terminated, Artist shall have no liability whatsoever to Client and Artist shall retain all legal and equitable rights and remedies.

**12. Warranty**

Artist warrants that the completed Artwork will be fit and suitable for display in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the Client's compliance with the provisions hereof relating to the installation and maintenance. Further, Artist hereby warrants that it created all of the Artwork produced pursuant to this Agreement and that the Artist possesses all legal rights in them.

**13. Entire Agreement; Amendments and Waivers**

This Agreement, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this Agreement by any means other than a writing signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**14. Binding Effect**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their representatives, heirs, permitted assigns, and successors in interest.

**15. Publicity**

Client hereby grants to Artist the right to use final images or photographs of the Artwork, and Client's name, likeness, image, and biography in connection with Artist's portfolio, advertising, marketing, social media, promotion, sale, and distribution of Artist's promotional materials.

**16. Execution**

This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed one and the same instrument.

**17. Assignment**

This Agreement provides for the performance of personal services by Artist and Artist may assign this Agreement or any of its interest hereunder or delegate any duty or responsibility incurred by it hereunder to another. Client may not assign this agreement without the prior written consent of Artist.

**18. Relationship of Parties being Independent Contractor:**

- a) It is acknowledged and agreed that Artist shall at all times be an independent contractor, rather than an employee, co-venture, agent, partner, or representative of Client. In accordance with this independent contractor status, Artist shall have no authority to act for or on behalf of Client or to bind Client without its express written consent. It is understood that Client does not agree to use Artist exclusively. It is further understood that Artist is free to perform similar services for others while under contract with Client, so long as Artist is able to perform the obligations under the Agreement.
- b) The services and the hours the Artist is to work on a given day will be entirely within the Artist's control and Client is relying on the Artist to put in such number of hours as is reasonably necessary to fulfill the spirit and purposes of this Agreement.
- c) Client understands that (i) Artist shall not be considered as having employee status for the purpose of any employee benefit plan applicable to Client's employees generally; (ii) Client is not required to provide Artist with workers'



compensation; and (iii) Artist is responsible for Artist's federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto.

- d) Notwithstanding anything to the contrary herein, Artist shall be responsible, at its own cost and expense, for insuring Artist's own business and personal property, inclusive of any equipment, gear, or vehicles that Artist brings on site.

**19. Trademarks**

Each Party agrees that it has no right, title or interest in or to any trademark, trade name, slogan, logo or other identification of the other Party (except the right to use the same in accordance with the terms and conditions of this Agreement) (collectively, the "Trademark Properties"), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party's use of one or more of the other's Trademark Properties in accordance with the terms and conditions of this Agreement shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other's Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party's Trademark Properties.

**20. Disability**

In the event of an incapacitation, illness, or injury of a subcontractor engaged by Artist to create the Artwork and a delay arising there from in the execution of the Artwork, the Artist shall notify the Client of such delay and use best efforts to engage another subcontractor to complete the Artwork. Such delay will not be a basis for Client to withhold Artist's fees due under this Agreement.

**21. Force Majeure**

The Parties shall not be liable to one another for any failure to perform as required under this Agreement if such failure is due to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, civil war, military action, government regulation, black-out, strike, or otherwise beyond the Parties' reasonable anticipation or control.

**22. Independent Counsel**

The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this agreement.

**23. Arbitration**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules by a single arbitrator mutually agreed upon by both parties. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any mediation or arbitration hearings shall take place in New York, New York.

**24. Construction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereof.

**25. Attorney Fees**

In the event of any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

**26. Notice**

Any notice required or permitted to be given hereunder shall be in writing and will be effective upon (i) delivery, if provided by personal delivery or nationally recognized express courier service (with confirmation of receipt), or confirmed facsimile or email or (ii) Two (2) business days after mailing if by U.S. registered or certified mail, postage prepaid, return receipt requested, to the relevant Party at their respective addresses given herein or at such other address designated by written notice.

**27. Headings**

The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision contained herein.

**28. Unenforceability of Provisions**



If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

**29. Terms and Conditions:**

By signing this Agreement, Client acknowledges that it has received, read, and accepted this Agreement, inclusive of Exhibits, which are incorporated herein and made a part of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

**Greetings Tour Inc** / by Victor Fung / Artist | Phone: 718-350-7671 | Email: [greetingstour@gmail.com](mailto:greetingstour@gmail.com)

\_\_\_\_\_ Title: President Date: \_\_\_\_\_

**City of Sandusky** / by Jason Werling | Phone: 419-239-4822 | Email: [JWerling@ci.sandusky.oh.us](mailto:JWerling@ci.sandusky.oh.us)

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT "A"

GREETINGS TOUR

# SANDUSKY, OH CREATIVE BRIEF

v 1.0 1/25/2024

# CANVAS / WALL

## MURAL LOCATION

- Location:** Mylander Pavilion  
223 W Shoreline Dr, Sandusky, OH 44870
- Canvas:** 10' H x 20' W
- Surface:** Framed out dibond panels (install on wood)
- Facing:** East
- Notes:** Lights & obstructions to be relocated



*Greetings from SANDUSKY (new location)*



# ADDITIONAL WALL VIEWS

MURAL LOCATION





# ORIGINAL MURAL DESIGN

STATE THEATRE



Do we remove this?

# NEW SCALE LAYOUT

SANDUSKY 2024



10' ft H

20' ft W (4 panels)

# UPDATED DESIGN NOTES

SANDUSKY 2024

- Need updated reference of State Theatre Marquee
- Adjust Cedar Point skyline to one color (blue)

EXHIBIT "A"





## EMAIL

info@greetingstour.com

## WEBSITE

[greetingstour.com](http://greetingstour.com)

## PHONE

718-350-7671

## SOCIAL

@greetingstour





## PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870  
419.627.5886  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: John Orzech, City Manager  
From: Jason Werling, Recreation Superintendent  
Date: February 29, 2024  
Subject: **Commission Agenda Item- Accepting grant funds from the Ohio Department of Development and entering into an agreement with AMERESCO Inc. for LED Lighting upgrades at city facilities.**

**ITEMS FOR CONSIDERATION:** Requesting legislation for approval to accept funds from the Ohio Department of Development through the Energy Efficiency Program for Ohio Communities (EEPOC) grant program and to enter into an agreement with AMERESCO Inc. to provide project development, engineering services and LED upgrades to city facility lighting using awarded grant funds.

**BACKGROUND INFORMATION:** In October of 2023 the city commission approved entering into a letter of intent with AMERESCO to apply for grant funding from the State of Ohio. Through the grant application, the city was awarded \$250,000 for LED lighting upgrades for city facilities to be completed in 2024. The city will partner with Ameresco on implementation of the agreed upon scope of work in an amount not to exceed \$260,880.

**BUDGETARY INFORMATION:** The cost of the LED Lighting Project is not to exceed \$260,880 of which \$250,000 will be reimbursed by the State and the remaining balance of \$10,880 will be paid with Capital Projects funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the acceptance of awarded grant funds and approval to enter into an agreement with Ameresco Inc. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter to submit all grant materials to the State of Ohio within the 30-day deadline set by the state and execute the agreement in order for the project to be completed by the end of 2024.

I concur with this recommendation:

Approved:

---

Colleen Gilson  
Community Development Director

---

John Orzech  
City Manager

## CERTIFICATE OF FUNDS

In the Matter of: EEPOC Grant- Lighting Upgrades

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

Account #239-7750-53000, 431-6202-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE AMOUNT OF \$250,000.00 FROM THE OHIO DEPARTMENT OF DEVELOPMENT THROUGH THE ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES GRANT; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY GRANT AGREEMENTS AND TO EXPEND THE FUNDS CONSISTENT WITH THE GRANT AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the U.S. Department of Energy (DOE) through the Infrastructure Investment and Jobs Act (IIJA) allocated \$13,295,590 in funds to the State of Ohio and of these funds, \$8,000,000 will be used to provide energy efficiency upgrades across the State of Ohio to help local governments realize energy savings in their facilities; and

**WHEREAS**, the IIJA Energy Efficiency Program for Ohio Communities (EEPOC) is being administered by the Ohio Department of Development (Development), Office of Energy and Environment (OEE); and

**WHEREAS**, the City Commission approved a Letter of Intent with Ameresco Inc. of Worthington, Ohio, for services relating to securing an Energy Efficient Program for Ohio Communities Grant through the Department of Development for energy conservation and facility improvement measures for certain City buildings by Ordinance No. 23-204, passed on October 9, 2023, and subsequently the City was awarded grant funds in the amount of \$250,000.00; and

**WHEREAS**, approval is being requested in companion legislation to enter into an agreement with Ameresco Inc. of Worthington, Ohio, for services to complete the LED Lighting Upgrade Project in accordance with the State Energy Program Grant Agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute and return the grant agreement to the Ohio Department of Development within 30 days as requested; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to accept grant funds from the Ohio Department of Development through the Energy Efficiency Program for Ohio Communities grant for energy conservation and facility improvements measures, in the amount of

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

Section 2. This City Commission authorizes and directs the City Manager to execute any grant agreement between the City of Sandusky and the Ohio Department of Development in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMERESCO INC. OF WORTHINGTON, OHIO, FOR THE IMPLEMENTATION OF THE LED LIGHTING PROJECT RELATING TO THE ENERGY EFFICIENCY PROGRAM FOR OHIO COMMUNITIES GRANT THROUGH THE OHIO DEPARTMENT OF DEVELOPMENT FOR ENERGY CONSERVATION & FACILITY IMPROVEMENT MEASURES FOR CERTAIN CITY BUILDINGS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the U.S. Department of Energy (DOE) through the Infrastructure Investment and Jobs Act (IIJA) allocated \$13,295,590 in funds to the State of Ohio and of these funds, \$8,000,000 will be used to provide energy efficiency upgrades across the State of Ohio to help local governments realize energy savings in their facilities; and

**WHEREAS**, the IIJA Energy Efficiency Program for Ohio Communities (EEPOC) is being administered by the Ohio Department of Development (Development), Office of Energy and Environment (OEE); and

**WHEREAS**, the City Commission approved a Letter of Intent with Ameresco Inc. of Worthington, Ohio, for services relating to securing an Energy Efficient Program for Ohio Communities Grant through the Department of Development for energy conservation and facility improvement measures for certain City buildings by Ordinance No. 23-204, passed on October 9, 2023, and subsequently the City was awarded grant funds in the amount of \$250,000.00; and

**WHEREAS**, in the event Ameresco INC. was successful in securing the grant on behalf of the City, it was agreed that the City would partner with Ameresco INC. on implementation of the LED Lighting Project, and the Scope of Services is more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated herein; and

**WHEREAS**, the cost of the project is not to exceed \$260,880.00 of which \$250,000.00 will be reimbursed through the State of Ohio and the remaining \$10,880.00 will be paid with Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement in order for the project to be completed by the end of calendar year 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

THAT:

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with Ameresco INC. of Worthington, Ohio, for services relating to the Energy Efficiency Program for Ohio Communities grant through the Ohio Department of Development for the LED Lighting Project, 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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024



# Proposal

March 5, 2024

## Project: Grant LED Lighting Project

To: City of Sandusky, Ohio

This letter ("Agreement") outlines the scope of work, fees, and terms and conditions associated with the grant award that Ameresco ("Teaming Partner") helped secure on behalf of the City of Sandusky ("Client"). This funding has been allocated through Ohio's Energy Efficiency Program for Communities (EEPOC) to bolster energy efficiency retrofit upgrades in existing buildings throughout the state. The objective of this project is to reduce operations, maintenance, and energy costs by installing a new LED lighting system as described in the scope of work below. The overall project cost is \$260,880, with \$250,000 being covered by the Ohio Department of Development grant award approved on February 22, 2024.

### Scope of Work

Ameresco was provided with light count and proposed solutions for SFD#1, SFD#3, SFD#7, Greenhouse, Shoreline and Service Center. Ameresco Audited Existing Interior and Exterior LED lighting at the following site locations: Lion Park, Mills Golf Club, Jaycee South Park, Jaycee North Park, Marina and Shelby Boat Ramp. Detailed Scope 'Room by Room' can be provided on request.

Ameresco will match proposed new fixture solutions proposed. All identified non-LED exterior fixtures to be upgraded with new LED Fixtures. Pricing includes Prevailing Wages. Final Solutions are subject change based on application and availability. Excludes lens, electrical repair/replacements and/or emergency egress lighting modification. Detailed Scope of Work provided in Exhibit A.

Energy Conservation & Facility Improvement Measures Financial Analysis		Measure Investment		Annual Savings			Simple Payback (years)
		Min (w/rebate)	Max (w/rebate)	Utility	O&M	Total	
1	SFD 7	\$ 6,890	\$ 8,026	\$ 846	\$ 254	\$ 1,099	6.3 - 7.3
2	Greenhouse	\$ 8,079	\$ 9,411	\$ 434	\$ 130	\$ 564	14.3 - 16.7
3	Shoreline	\$ 18,789	\$ 21,888	\$ 3,580	\$ 1,074	\$ 4,654	4.0 - 4.7
4	SFD 1	\$ 40,606	\$ 47,304	\$ 6,299	\$ 1,890	\$ 8,189	5.0 - 5.8
5	SFD 3	\$ 17,155	\$ 19,985	\$ 1,824	\$ 547	\$ 2,371	7.2 - 8.4
6	Service Center	\$ 119,408	\$ 139,104	\$ 5,330	\$ 1,599	\$ 6,929	17.2 - 20.1
7	Lion Park	\$ 7,448	\$ 8,677	\$ 800	\$ 240	\$ 1,040	7.2 - 8.3
8	Mills Creek Golf Club	\$ 14,291	\$ 16,649	\$ 975	\$ 292	\$ 1,267	11.3 - 13.1
9	Jaycee North Park	\$ 16,668	\$ 19,418	\$ 2,948	\$ 884	\$ 3,833	4.3 - 5.1
10	Marina	\$ 7,734	\$ 9,010	\$ 291	\$ 87	\$ 378	20.5 - 23.8
Total		\$ 223,941	\$ 260,880	\$ 18,100	\$ 5,430	\$ 23,531	9.5 - 11.1
State Grant Offset		\$ (250,000)	\$ (250,000)	\$ -	\$ -	\$ -	-
Net Total		\$ (26,059)	\$ 10,880	\$ 18,100	\$ 5,430	\$ 23,531	-1.1 - 0.5

## Inclusions

- 1 Year Labor Warranty

## Exclusions

- DDC Control Integration
- Excludes lens, electrical repair/replacements
- Emergency egress lighting modification,
- Asbestos abatement
- Taxes
- No provisions have been added for dust portioning, patching or painting.

## Cost Breakdown

<b>Total Contract Value</b>	<b>\$260,880</b>
25% up-front; paid upon execution of this agreement	\$65,220
25% upon work beginning on-site	\$65,220
25% at 50% project completion	\$65,220
25% upon project completion and Client sign-off	\$65,220
<b>State Grant Offset</b>	<b>(\$250,000)</b>
<b>Net Project Cost to Client</b>	<b>\$10,880</b>

The Contract Amount is the gross amount and does not include deductions for grants and/or rebates. Ameresco has already applied for and secured two \$250,000 energy grant for this project on the behalf of the City of Sandusky, Ohio. All rebates and grants will go back to the CLIENT.

Sincerely,  
Alexandra Yanesh  
Senior Project Developer

**\*\*\* This price is only valid for 30 days from the date of the proposal. \*\*\***

## Intent to Proceed

City of Sandusky

Name: \_\_\_\_\_

Ameresco Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_





**Article 1**—These Terms and Conditions are incorporated into the Agreement between the Parties (collectively, the “Agreement”). CLIENT engages AMERESCO and AMERESCO accepts the engagement to perform the scope of work described in this Agreement and any attachments (the “Work”). AMERESCO will provide the design, procurement, construction supervision, inspection, labor, materials, tools, equipment, and other items necessary and reasonably inferable for the completion of the Work, and will substantially complete the Work by the date set forth in the Agreement (the “Contract Time”).

#### **Article 2 - AMERESCO's Responsibilities**

**2.1** AMERESCO will procure drawings, specifications and other documents necessary to perform the Work and will pay for and secure any and all necessary permits, fees, licenses and inspections by government agencies necessary for the Work. CLIENT will assist in securing such permits, fees, licenses and inspections. All reports and drawings prepared for and deliverable to CLIENT under this Agreement (“Deliverables”) become CLIENT's property upon full payment to AMERESCO. AMERESCO may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for AMERESCO (“Instruments”) remain AMERESCO's property. Upon execution of this Agreement, AMERESCO grants CLIENT a non-exclusive license to retain, use and make copies, of AMERESCO's Instruments in connection with the CLIENT's use and occupancy of the Project, provided that the CLIENT has paid to AMERESCO all amounts due and payable as of the date of AMERESCO's cessation of performance.

**2.2** AMERESCO is not responsible for the maintenance, repair or replacement of non-maintainable, non-replaceable, or obsolete parts of equipment already existing at the Facilities. Unless expressly agreed in writing, AMERESCO is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. AMERESCO assumes no responsibility for any service performed on any equipment other than by AMERESCO or its agents.

**2.3** At its option, AMERESCO may subcontract some or all of the Work or Services, but no contractual relationship will exist between CLIENT and any subcontractor. AMERESCO is responsible for the management of its subcontractors in their performance of their work.

#### **Article 3 - CLIENT's Responsibilities**

**3.1** CLIENT, without cost to AMERESCO, shall (a) provide or arrange for, upon reasonable notice, access and make all reasonable provisions for AMERESCO to enter any site where Work is to be performed (the “Site”); (b) permit AMERESCO to control and operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work; (c) furnish AMERESCO with blueprints, surveys, legal descriptions, waste management plans and all other information pertinent to the Work and any Site where the Work is to be performed that are known to be existing and available to CLIENT; (d) cooperate with AMERESCO in obtaining permits and consents from government authorities and others as may be required by AMERESCO for performance of the Work so as not to affect the timelines set forth in this Agreement; (e) notify AMERESCO promptly of all known or suspected hazardous materials, asbestos or mold at the Site and any other conditions requiring special care; (f) provide AMERESCO with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all hazardous materials located at any Site where the Work is to be performed; (g) furnish AMERESCO with any contingency plans, safety programs and other policies, plans or programs related to any Site where the Work is to be performed; (h) operate, service and maintain all equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction; and

(i) promptly notify AMERESCO of all unusual or materially changed operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the equipment or energy usage or any Services.

**3.2** Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to AMERESCO and agrees not to disclose it or otherwise make it available to others without AMERESCO's express written consent. This imposes no obligation upon CLIENT with respect to confidential information that: (a) the CLIENT can demonstrate was already in the CLIENT's actual possession or knowledge and which CLIENT lawfully acquired other than from PLUG SMART/AMERESCO was; (b) is or becomes publicly available through no fault, action, omission or intervention of CLIENT; (c) is received by CLIENT from a third party without a duty of confidentiality (express or implied) owed to PLUG SMART/AMERESCO; (d) is independently developed by CLIENT without a breach of this Agreement; (e) is disclosed by CLIENT with the PLUG SMART/AMERESCO's prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand.

#### **Article 4 - Changes and Delays**

**4.1** As the Work is performed, conditions may change or circumstances outside AMERESCO's reasonable control (including changes of law) may develop which would require AMERESCO to expend additional costs, effort or time to complete the Work, in which case AMERESCO will submit a request for an equitable adjustment in the Contract Price, the Contract Time, or in both.

**4.2** If conditions are encountered at the jobsite that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then written notice by AMERESCO shall be given to CLIENT promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. If requested, an equitable adjustment to Contract Price and Contract Time shall be made by a change order. If agreement cannot be reached by the Parties within 10 days, AMERESCO may assert a claim for an equitable adjustment in the Contract Price or Contract Time or both. Failure to properly submit written notice of such conditions within the time required represents an irrevocable waiver of AMERESCO's right to assert a claim for an increase in the Contract Price or Contract Time.

**4.3** AMERESCO shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs AMERESCO incurs due to such delay.

#### **Article 5 – Compensation**

**5.1** CLIENT shall pay AMERESCO the Contract Price identified on the Agreement within 30 days of CLIENT's receipt of AMERESCO's invoice. Payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Off-Site storage of

materials is permitted. Upon final completion of the Work, AMERESCO shall submit to CLIENT a final invoice of all remaining sums. Payment of the final payment shall be made within 30 days after CLIENT's receipt of the final Application for Payment.

**5.2** Except to the extent expressly agreed in writing, AMERESCO's fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse AMERESCO for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide AMERESCO with a valid exemption certificate or permit.

#### **Article 6 – Insurance**

**6.1** CLIENT and AMERESCO will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to AMERESCO.

**6.2** Risk of loss of materials and Equipment furnished by AMERESCO shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**6.3** ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL AMERESCO BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, AMERESCO'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY AMERESCO FROM CUSTOMER UNDER THIS AGREEMENT. AMERESCO reserves the right to control the defense and settlement of any claim for which AMERESCO has an obligation to indemnify hereunder. The parties acknowledge that the price which AMERESCO has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that AMERESCO has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

#### **Article 7 - Hazardous Material Provisions**

**7.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. AMERESCO will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by AMERESCO in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by AMERESCO before its obligations hereunder will continue.

**7.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, AMERESCO will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, AMERESCO will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall AMERESCO be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**7.3** Customer warrants that, prior to the execution of the Agreement, it has notified AMERESCO in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety

#### **Article 8 – Warranty**

**8.1** CLIENT shall have good and clear title to all equipment and material furnished to CLIENT pursuant to this Agreement (except licensed software, which shall be governed exclusively by the terms and conditions of the Software License Agreement), free and clear of liens and encumbrances.

**8.2** In addition to the warranty and guarantee set forth in the Installation Contract, AMERESCO shall assign to CLIENT any and all manufacturers and/or installer's warranties for equipment or material provided as part of the Work, to the extent that such third-party warranties are assignable. Prior to installing material and/or equipment which is subject to a manufacturer's warranty, AMERESCO shall provide a copy of the warranty to the CLIENT.

**8.3** The warranties and guarantees set forth in the Installation Contract will be void as to, and shall not apply to, any Equipment (i) improperly repaired, altered or installed except when such improper repair, alteration or installation is performed by AMERESCO or its authorized representatives and Subcontractor; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per AMERESCO's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after CLIENT has, or should have, knowledge of any defect in the Equipment. AMERESCO assigns to CLIENT, without recourse, any and all assignable warranties available from any manufacturer, supplier, or Subcontractor of such Equipment.

**8.4** Any claim under the warranty granted in the Installation Contract must be made per the terms of the Installation Contract. Such warranty only extends to CLIENT and not to any subsequent owner of the Equipment.

**8.5** It is understood and agreed that the warranties and guarantees as provided in the Installation Contract are the sole warranties and guarantees provided by AMERESCO and are given in lieu of any other express or implied warranties, including any and all warranties that are not provided by AMERESCO in this Agreement.

**8.6** AMERESCO will provide all necessary reporting and documentation to meet the BABA and Davis Bacon guidelines outlined by the [Ohio Department of Development for the Infrastructure Investment And Jobs Act Energy Efficiency Program For Ohio Communities](#) (including exemptions if applicable). In Addition, CLIENT will inform Ameresco if National Environmental Policy Act (NEPA), Historic Preservation, and Waste Stream Compliance are applicable.

#### **Article 9 - Miscellaneous Provisions**

**9.1** Notices between the parties shall be in writing and shall be sent by overnight carrier or acknowledged email to the other party.

**9.2** This Agreement shall be governed by the laws of the State of Ohio, and the parties agree to the exclusive jurisdiction of any state or federal court located in Erie County, Ohio.

**9.3** A party's waiver of any breach of this Agreement does not waive any subsequent breach. All waivers must be in writing signed by the party to be bound.

**9.4** This Agreement constitutes the complete agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, awards, or proposals, either written or oral, relative to the same. Only a written instrument signed by both parties may modify this Agreement.

**Article 10 – Termination.** If CLIENT fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, AMERESCO may give written notice to CLIENT of AMERESCO's intention to suspend or terminate this Agreement. If, within 15 days following receipt of such notice, CLIENT fails to make payments then due, or otherwise fails to cure or perform its obligations, AMERESCO may, by written notice to CLIENT, immediately terminate this Agreement and recover from CLIENT payment for Work executed.



## Exhibit A

### Greenhouse

Rm #	Room	Description	Nom. Hrs/Yr	Notes	Fixture Code	Locale	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Garage	office	3,200		FL 2 lamp f96 t8	Interior	2	172	3,200	New Fixture	8' 80w LED strip	2	80	3,200
2	Break Area / Boiler	office	3,200		FL 1 Lamp t8 f96	Interior	3	86	3,200	Retrofit	4' 40w LED strip	3	40	3,200
3	Office	office	3,200		FL 2x4 4 Lamp 32w	Interior	1	128	3,200	New Fixture	40w LED flat panel	1	40	3,200
4	Greenhouse	greenhouse	4,380		FL Grow Lights 54w t5	Interior	2	54	4,380	Existing				4,380
4	Greenhouse	greenhouse	4,380		FL Grow Lights 54w t5	Interior	1	54	4,380	Existing				4,380
4	Greenhouse	greenhouse	4,380		MH Grow Light 400w MH	Interior	1	458	4,380	Existing				4,380
5	No name	office	3,200		LED new 14.5w LED tubes	Interior	58	29	3,200	Existing				3,200
6	Outside	exterior	4,200		MH wall pack 175w	Exterior	2	205	4,200	New Fixture	75w WP LED	2	75	4,200
6	Outside	exterior	4,200		FL 2 lamp f96 t8	Interior	9	172	4,200	New Fixture	8' 80w LED strip	9	80	4,200
6	Outside	exterior	4,200		Inc inc? 100w? Can light?	Exterior	1	100	4,200	New Fixture	8' 80w LED strip	1	24	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

### Service Center

Rm #	Room	Description	Nom. Hrs/Yr	Locale	Tech	Mount	Fixture Code	Cover	Qty	Input Watts	Sensors Present	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Cold Storage	storage	500	Interior	LED	[INTERIOR]	LED highbay 182w		25	182		500	Existing				500
2	Cold storage	storage	500	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	8	150		500	New Fixture	High Bay as spec	8	150	500
3	no name	storage	500	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	20	150		500	New Fixture	High Bay as spec	20	150	500
4	Fleet	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	20	150		3,200	New Fixture	High Bay as spec	20	150	3,200
5	no name	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	20	150		3,200	New Fixture	High Bay as spec	20	150	3,200
5	no name	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	16	56		3,200	New Fixture	LED strip 30w	16	30	3,200
6	Fleet	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	16	56		3,200	New Fixture	LED strip 30w	16	30	3,200
6	Fleet	office	3,200	Interior	FL	[INTERIOR]	3L-F48-T8-28w	2x4 want color an watt selectable	6	75		3,200	New Fixture	2x4 LED flat panel 40w	6	40	3,200
7	Grounds	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	8	150		3,200	New Fixture	High Bay as spec	8	150	3,200
7	Grounds	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	2	56		3,200	New Fixture	LED strip 30w	2	30	3,200
7	Grounds	office	3,200	Interior	FL	[INTERIOR]	2L-F48-T8-28w	2x4	5	50		3,200	New Fixture	2x4 LED flat panel 30w	5	30	3,200
8	Forestry	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	6	150		3,200	New Fixture	High Bay as spec	6	150	3,200
8	Forestry	office	3,200	Interior	FL	[INTERIOR]	2L-F48-T8-28w	2x4	3	50		3,200	New Fixture	2x4 LED flat panel 30w	3	30	3,200
8	Forestry	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	2	56		3,200	New Fixture	LED strip 30w	2	30	3,200
9	Property	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	2	150		3,200	New Fixture	High Bay as spec	2	150	3,200
9	Property	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	4	56		3,200	New Fixture	LED strip 30w	4	30	3,200
10	Weightroom RR	RR	4,000	Interior	FL	[INTERIOR]	2L-F48-T8-28w	2x4	45	50		4,000	New Fixture	2x4 LED flat panel 30w	45	30	4,000
11	Street	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	16	150		3,200	New Fixture	High Bay as spec	16	150	3,200
11	Street	office	3,200	Interior	LED	[INTERIOR]	LED 20w		6	20		3,200	Existing				3,200
11	Street	office	3,200	Exterior	LED	[EXTERIOR]	LED Wallpack 100w		9	100		3,200	Existing				3,200
11	Street	office	3,200	Interior	FL	[INTERIOR]	2L-F48-T8-28w	2x4	10	50		3,200	New Fixture	2x4 LED flat panel 30w	10	30	3,200
12	Traffic	office	3,200	Interior	FL	[INTERIOR]	6L-F48-T8-28w	Highbay- Want CPHB 18LM MVOLT 40K	13	150		3,200	New Fixture	High Bay as spec	13	150	3,200
12	Traffic	office	3,200	Interior	FL	[INTERIOR]	2L-F48-T8-28w	2x4	31	50		3,200	New Fixture	2x4 LED flat panel 30w	31	30	3,200
12	Traffic	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	4	56		3,200	New Fixture	LED strip 30w	4	30	3,200
13	Admin	office	3,200	Interior	FL	[INTERIOR]	3L-F48-T8-28w	2x4	30	75		3,200	New Fixture	2x4 LED flat panel 40w	30	40	3,200
13	Admin	office	3,200	Interior	FL	[INTERIOR]	Strip 2L-F48-T8-28w- want LED Strip	\$60 for 30w	5	56		3,200	New Fixture	LED strip 30w	5	30	3,200
14	Parking Lot	exterior	4,200	Exterior	LED		Ex is 400w MH and needs to be replaced with KT LED45 HID 125w Corn Cob		8	458		4,200	Existing				4,200
15	Exterior	exterior	4,200	Exterior	FL		2L-F48-T8-T127-40w? Vapor proof shop		4	80		4,200	New Fixture	LED strip 30w	4	30	4,200
15	Exterior	exterior	4,200	Exterior	FL		Wall mount 2L-F48-T8-32w?		4	64		4,200	New Fixture	LED Wallpack? 40w?	4	40	4,200
15	Exterior	exterior	4,200	Exterior	MH		sq pole bronz (2) 400wMH area floods w/ SF mount each have PC		9	916		4,200	New Fixture	2x 125w LED Flood w pt	9	250	4,200
15	Exterior	exterior	4,200	Exterior	MH		old style WP bronz- high mount 400w MH?		2	458		4,200	New Fixture	125w LED WP	2	125	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

# Proposal for Grant LED Lighting Project

# City of Sandusky, Ohio

Rm #	Room	Description	Nom. Hrs/Yr	Notes	Fixture Code	Locale	Tech	Fixture Code	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Garage	fire dept	6,570		FL 2Lamp t8 86w High Bay	Interior	FL	2Lamp t8 86w High Bay	22	172	6,570	New Fixture	8' strip 80w	22	80	6,570
1	Garage	fire dept	6,570						22	0	6,570	0	0	0	0	6,570
1	Garage	fire dept	6,570		FL 2Lamp t8 28w	Interior	FL	2lamp t8 28w	14	56	6,570	New Fixture	4' strip 40w	14	40	6,570
2	Inside	fire dept	6,570		FL 2x4 2 Lamp fixture	Interior	FL	2x4 2 Lamp fixture	90	112	6,570	New Fixture	2x4 LED flat panel 40w	90	40	6,570
2	Inside	fire dept	6,570		FL 2 Lamp 28w	Interior	FL	2 Lamp 28w	8	56	6,570	New Fixture	4' strip 40w	8	40	6,570
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

## SFD 3

Rm #	Room	Description	Nom. Hrs/Yr	Locale	Tech	Fixture Code	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Garage	Fire Dept	6,570	Interior	FL	2 lamp f96 t8	13	160	6,570	New Fixture	LED strip 8' wide maybe 2 4 ft thet connect into each other	13	80	6,570
1	Garage	Fire Dept	6,570	Interior	FL	2lamp t8 32w	7	64	6,570	New Fixture	LED strip 4' 40w	7	40	6,570
1	Garage	Fire Dept	6,570	Interior	FL	2Lamp t12 f96	1	160	6,570	New Fixture	LED strip 8' wide maybe 2 4 ft thet connect into each other	1	80	6,570
2	Living Area	Fire Dept	6,570	Interior	inc	can 100w	6	100	6,570	Retrofit	6" LED Can retrofit 24w	6	24	6,570
2	Living Area	Fire Dept	6,570	Interior	FL	2x4 fix	2	128	6,570	New Fixture	2x4 LED Flat panel 40w	2	40	6,570
3	Outside	Exterior	4,200	exterior	MH	175MH wall Pack	8	195	4,200	New Fixture	LED WP 80w	8	80	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

## Mills Creek Golf Club

Rm #	Room	Description	Nom. Hrs/Yr	Locale	Tech	Fixture Code	Cover	Notes	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Interior	office	3,200	Interior	FL	2L-F48-T8-28w	shop	2 are T12	3	50	3,200	New Fixture	4' LED strip 30w	3	30	3,200
1	Interior	office	3,200	Interior	FL	3L-F48-T8-28w	recessed AC		7	75	3,200	New Fixture	2x4 LED flatpanel 40w	7	40	3,200
1	Interior	office	3,200	Interior	CFL	26w screw in spiral			1	26	3,200	Retrofit	1L-9w LED	1	9	3,200
1	Interior	office	3,200	Interior	FL	2L-F48-T8-28w surface WM			2	50	3,200	New Fixture	4' LED strip 30w	2	30	3,200
1	Interior	office	3,200	Interior	FL	2L-F48-T8-28w 2x4	AC RT		3	50	3,200	New Fixture	2x4 LED flatpanel 40w	3	40	3,200
1	Interior	office	3,200	Interior	FL	2L-F48-T8-28w SM Shop?			2	50	3,200	New Fixture	4' LED strip 30w	2	30	3,200
2	Exterior	exterior	4,200	Exterior	MH	450w MH spot light Trunnion			1	495	4,200	New Fixture	125w LED flood light	1	125	4,200
2	Exterior	exterior	4,200	Exterior	MH	Barn Light w/PC			1	150	4,200	New Fixture	50w LED Barn light	1	50	4,200
3	Cart shed	office	3,200	Interior	FL	2L-F48-T8-28w	shop	2 are T12	11	50	3,200	New Fixture	4' LED strip 30w	11	30	3,200
3	Cart shed	office	3,200	Interior	CFL	26w screw in spiral			2	26	3,200	Retrofit	1L-9w LED	2	9	3,200
4	Cart Shed Ext	exterior	4,200	Exterior	inc	Canopy			1	100	4,200	New Fixture	20w LED Canopy	1	20	4,200
4	Cart Shed Ext	exterior	4,200	Exterior	MH	WP MH Old style? 250w MH?			1	295	4,200	New Fixture	80w LED wallpack	1	80	4,200
4	Cart Shed Ext	exterior	4,200	Exterior	MH	300w street light on wooden pole			1	1,080	4,200	New Fixture	450w LED area light	1	450	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

## Jaycee North Park

Rm #	Room	Description	Nom. Hrs/Yr	Notes	Locale	Tech	Fixt	Mount	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Park	exterior	4,200		exterior	MH	Pole Light	Trunion	8	990	4,200	New Fixture	2F/P 125w LED Flood?	8	250	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

## Marina

Rm #	Room	Description	Nom. Hrs/Yr	Fixture Code	Locale	Tech	Fixture Code	Qty	Input Watts	Run Time (hrs/yr)	Solution	New Fixture Code	Qty	Input Watts	Run Time (hrs/yr)
1	Exterior	exterior	4,200	MH Canopy 50w square? MH?	Exterior	MH	Canopy 50w square? MH?	1	50	4,200	New Fixture	20w LED Canopy	1	20	4,200
1	Exterior	exterior	4,200	MH 50w MH Bollards replace whole top	Exterior	MH	50w MH Bollards replace whole top	100	50	4,200	Existing				4,200
2	Interior?	exterior	4,200	FL 2L-F48-T8-23w surface mount Vapor Proof	Interior	FL	2L-F48-T8-23w surface mount Vapor Proof	10	64	4,200	New Fixture	30w LED 4' strip	10	30	4,200
2	Interior?	exterior	4,200	FL 3L-F48-T8-28w SM wrap	Interior	FL	3L-F48-T8-28w SM wrap	3	84	4,200	New Fixture	30w LED 4' strip	3	30	4,200
2	Interior?	exterior	4,200	FL 2L-F48-T8-28w SM wrap	Interior	FL	2L-F48-T8-28w SM wrap	2	56	4,200	New Fixture	30w LED 4' strip	2	30	4,200
End	End	End	End	End	End	End	End	End	End	End	End	End	End	End	End

Note – Final fixture specs may change based on availability, final engineering, and/or pricing.



## PARKS & RECREATION

1918 Mills Street  
Sandusky, Ohio 44870

419.627.5886

[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: February 28, 2024

**Subject: Commission Agenda Item –Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for Cleaning Services at the City’s Justice Center at 222 Meigs Street**

**ITEM FOR CONSIDERATION:** Legislation entering into a nine-month agreement with Progressive Cleaning Services, Inc. of Sandusky, Ohio for cleaning services at the city’s Justice Center at 222 Meigs Street beginning April 1, 2024 and ending December 31, 2024, with two one-year (full year 1/1-12/31) options to extend the agreement.

**BACKGROUND INFORMATION:** On January 18, 2024, the City of Sandusky issued a request for proposals (RFP) for cleaning of the Justice Center at 222 Meigs Street.

The previous contract for cleaning services at this facility expired at the end of 2023, and was looped in with City Hall contract, both facilities were then bid out separately, as the Justice Center would still be under construction. The RFP separated the facility into two phases, as phase one is currently occupied by the Police Department and the expected move-in date of the Courts is mid-summer. In addition, this contract will only run for nine months, so it may consistently expire with other facility cleaning contracts, to allow for bidding if needed to happen at the same time for better pricing.

One proposal was received by the February 8, 2024, deadline and evaluated by a selection committee. Progressive Cleaning Solutions, Inc., was determined to be the lowest and best proposal based on their experience, background, qualifications, approach plan and price. The proposal included monthly costs of \$2,730 for Phase 1 and \$2,470 for Phase 2 which is anticipated to begin on August 1, 2024.

The agreement shall be for a nine-month term, beginning April 1, 2024 and ending December 31, 2024, with two one-year (full year 1/1-12/31) options to extend the agreement.

**BUDGETARY INFORMATION:** The total cost of the contract for cleaning services for the initial period in 2024 at the Justice Center shall not exceed \$36,920 and will be split appropriately between the Building Maintenance Division’s Operational and Maintenance Budget and the Sandusky Municipal Court once they have moved back to the Justice Center.

**ACTION REQUESTED:** It is recommended that legislation be approved authorizing the City Manager to enter into an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for cleaning services at the Justice Center for a nine-month contract beginning April 1, 2024 and expiring on December 31, 2024, in an amount not to exceed \$36,920.00. It is further requested that the legislation be passed



under suspension of the rules in full accordance with Section 14 of the City Charter to allow for execution of the agreement in a timely manner so that services can begin promptly on April 1, 2024.

Approved:

I concur with this recommendation:

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John Orzech, City Manager

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Colleen Gilson, Community Development Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Progressive Cleaning- Justice Center

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

Account #110-7550-53000, 110-7250-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 3/6/24

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE CLEANING SOLUTIONS, INC. OF SANDUSKY, OHIO, FOR CLEANING SERVICES AT THE JUSTICE CENTER LOCATED AT 222 MEIGS STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a request for proposals (RFP) was issued on January 18, 2024, for cleaning services at the Justice Center Facility located at 222 Meigs Street in which one (1) proposal was received and evaluated by a selection committee and based upon the proposers experience, background, qualifications, approach plan and price, it was determined the proposal of Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, was the lowest and best; and

**WHEREAS**, the Justice Center is currently being renovated through a phased construction approach and therefore proposals were requested for services during the separate phases; and

**WHEREAS**, Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, will be providing cleaning services at the Justice Center Facility and these services are more fully described in the Proposal, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the agreement is for nine (9) months, beginning April 1, 2024, and ending December 31, 2024, with an option to extend the agreement for two (2) additional one (1) year terms; and

**WHEREAS**, the monthly cost of the services for Phase I is \$2,730.00 and the monthly cost of services for Phase II is \$2,470.00 for a total maximum cost not to exceed \$36,920.00 for the initial nine (9) month term and this cost will be split appropriately between the Building Maintenance Division's Operational and Maintenance budget and Sandusky Municipal Court upon completion of Phase 2 of the Justice Center renovations anticipated to be August 1, 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 execute the agreement in a timely manner and prior to the commencing date 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 Division of Parks and Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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 Nine

(9) Month Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at the Justice Center Facility located at 222 Meigs Street, at an amount **not to exceed** Thirty-Six Thousand Nine Hundred Twenty and 00/100 Dollars (\$36,920.00), consistent with the proposal submitted, a copy of which is marked Exhibit “A” and attached to this Ordinance.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024

## IX. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. While it is not necessary to use the forms provided, any substituted or attached additional sheets must contain the requested information and be clearly marked for easy reference by the evaluation committee.

### **Submittal Checklist**

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- ☒ Proposal Form & Narrative
- ☒ Original proposal in Sealed Envelope
- ☒ Organization Description, Experience History and Service References
- ☒ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- ☒ Proof of Insurability
- ☐ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal

### Proposal Form

*No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.*

Name of Organization: Progressive Cleaning Solutions

Business Address: 326 E. Market Street Sandusky, Ohio 44870

Telephone Number 419-216-9400

Other Phone

Other Phone

Fax

419-775-4443

Email

Sales@pccleaningsolutions.net

Name and Title of Contact Individual for Further Information

Cindy Pinkston - Owner

Legal Status of Organization: (Check one)

- ☒ For-profit corporation or joint venture corporation
- ☐ For-profit partnership or sole proprietorship
- ☐ Non-profit corporation Public agency Other (identify)
- ☐ Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.



Janitorial Cleaning  
Commercial Cleaning

Progressive Cleaning Solutions  
326 E Market Street  
Sandusky, OH 44870  
419/216-9440  
sales@pcleaningsolutions.net

February 7, 2024

City of Sandusky Justice Center-**Phase 1**  
Missy Morales  
c/o Department of Public Works  
222 Meigs Street  
Sandusky, OH 44870

Dear Mr. Klein:

Thank you for giving **Progressive Cleaning Solutions** the opportunity to submit our Janitorial/Commercial cleaning proposal for your facility.

We invite you to review the contents of our proposal, which is comprised of the following exhibits:

**EXHIBIT A – Task Description**

**EXHIBIT B – References**

**EXHIBIT C – Cost of Service**

If there are any further questions concerning our services, please feel free to contact us at 419-216-9440.

Sincerely,

Cindy Pinkston  
Progressive Cleaning Solutions, Inc



## **EXHIBIT A**

### **CONTRACT SERVICES-TASK DESCRIPTION**

---

City of Sandusky Justice Center  
Missy Morales  
c/o Department of Public Works  
222 Meigs Street  
Sandusky, OH 44870

#### **AREAS TO BE SERVICED**

Offices, conference rooms, lobby, break rooms, restrooms, stairwells,

#### **EXTENT OF SERVICES TO BE PERFORMED**

##### **A. DAILY TASKS:**

- Empty all waste and recycling receptacles, replace liner, clean as needed.
- Dust all exposed areas of office equipment, filing cabinet, and furniture (desktop workspace).
- Clean entryway glass.
- Sweep hard surface floors and spot mop as needed.
- Spot vacuum all carpets and mats.
- Clean, sanitize, and polish all restrooms:
  - fixtures; toilet bowls, urinals, hand basins, and dispensers.
  - Clean all back splashes, ledges, and countertops.
  - Clean all the glass and mirrors.
  - Refill all dispensers to normal limits, toilet tissue, hand towels, liners, hand soap, hand sanitizer. Dispensable items to be supplied by the City of Sandusky.
- Spot clean finger traffic areas of walls, doors, and doorknobs.
- Clean and sanitize breakrooms:
  - Sink, countertop, all furniture, cabinet fronts.
  - Clean the exterior of all kitchen appliances.
  - Clean the inside of any microwaves.
  - Spot clean wall areas around waste receptacles and sink area including back splashes.

## **B. WEEKLY TASK:**

- Low dust all sills, ledges, molding, shelves, heat registers.
- Spot clean finger traffic areas of walls, doors, and doorknobs.
- Vacuum wall to wall all carpet on the first and second floors.
- Sweep and wet mop all hard surface floors.
- Sweep and mop stairwells.
  - . Wipe fingerprints and smudges off handrails.
  - . Dust tops of exit signs, corners, and doors.
- Clean and sanitize elevator.
  - . Clean all spots and stains on the floor.
  - . Clean and polish all inside perimeters including jamb, call plates, and elevator tracks removing all fingerprints and smudges.
  - . Clean and polish elevator door.
  - . Remove all gum, stains or debris from ceilings and handrails.
  - . Disinfect all buttons, handrails, emergency phone and security compartments.

## **C. GENERAL SERVICES:**

- Notify the PCS office or the building contact if they are on-site of any irregularities – defective plumbing, unlocked doors, lights left on, inventory requirements, etc.
- Replace all chairs and tables to proper locations.
- When exiting the building, close all windows, turn off all lights except those to be left on, set alarm (where applicable) and lock all doors.
- On-going cleaning of the janitor closet or supply areas.
- PCS to provide a minimum of monthly inspections.

## **EXHIBIT B**

### **REFERENCES**

---

Savana Chechak  
Marous Management Services  
38119 Stevens Blvd. Willoughby, Ohio 44094  
T: 440-667-3303

Branson Airbnb  
210 Camp Street  
Sandusky, Ohio 44870  
419-606-2850

FIRELANDS MENTAL HEALTH & RECOVERY SERVICES  
KAREN  
2020 HAYES AVE.  
SANDUSKY, OH. 44870  
419-627-5210

## **EXHIBIT C**

### **COST OF SERVICES**

The incremental costs of housekeeping, sanitation service and on the job training and supervision are as follows:

ITEM	MONTHLY BILLING	ANNUAL BILLING
Thorough contract cleaning Phase 1	\$2,730.00	\$32,760.00
Per attached <b>EXHIBIT A</b> <b>Task Schedule</b>		

**NOTE:**

1. Billing is based upon 5 days per week Service.
2. All cleaning equipment, supplies, and expendable items such as hand soap, toilet tissue, hand towels, garbage bags, etc., to be provided by City of Sandusky.
3. The initial billing for services will occur within 15 days after services commence and will be payable within 15 days. All subsequent billing will occur on the first day of each month and will be payable within 30 days.

**ADDITIONAL SERVICES:**

Additional services such as wall washing, window cleaning, carpet cleaning, and/or hard surface floor care may be scheduled upon request at a predetermined additional cost.



Janitorial Cleaning  
Commercial Cleaning

Progressive Cleaning Solutions  
326 E Market Street  
Sandusky, OH 44870  
419/216-9440  
sales@pcleaningsolutions.net

February 7, 2024

City of Sandusky Justice Center-**Phase 2**  
Missy Morales  
c/o Department of Public Works  
222 Meigs Street  
Sandusky, OH 44870

Dear Mr. Klein:

Thank you for giving **Progressive Cleaning Solutions** the opportunity to submit our Janitorial/Commercial cleaning proposal for your facility.

We invite you to review the contents of our proposal, which is comprised of the following exhibits:

**EXHIBIT A – Task Description**

**EXHIBIT B – References**

**EXHIBIT C – Cost of Service**

If there are any further questions concerning our services, please feel free to contact us at 419-216-9440.

Sincerely,

Cindy Pinkston  
Progressive Cleaning Solutions, Inc

## **EXHIBIT A**

### **CONTRACT SERVICES-TASK DESCRIPTION**

---

City of Sandusky Justice Center  
Missy Morales  
c/o Department of Public Works  
222 Meigs Street  
Sandusky, OH 44870

#### **AREAS TO BE SERVICED**

Offices, conference rooms, lobby, break rooms, restrooms, stairwells,  
Courtrooms, elevators.

#### **EXTENT OF SERVICES TO BE PERFORMED**

##### **A. DAILY TASKS:**

- Empty all waste and recycling receptacles, replace liner, clean as needed.
- Dust all exposed areas of office equipment, filing cabinet, and furniture (desktop workspace).
- Clean entryway glass.
- Sweep hard surface floors and spot mop as needed.
- Spot vacuum all carpets and mats.
- Clean, sanitize, and polish all restrooms:
  - fixtures; toilet bowls, urinals, hand basins, and dispensers.
  - Clean all back splashes, ledges, and countertops.
  - Clean all the glass and mirrors.
  - Refill all dispensers to normal limits, toilet tissue, hand towels, liners, hand soap, hand sanitizer. Dispensable items to be supplied by the City of Sandusky.
- Spot clean finger traffic areas of walls, doors, and doorknobs.
- Clean and sanitize breakrooms:
  - Sink, countertop, all furniture, cabinet fronts.
  - Clean the exterior of all kitchen appliances.
  - Clean the inside of any microwaves.
  - Spot clean wall areas around waste receptacles and sink area including back splashes.



## **B. WEEKLY TASK:**

- Low dust all sills, ledges, molding, shelves, heat registers.
- Spot clean finger traffic areas of walls, doors, and doorknobs.
- Vacuum wall to wall all carpet on the first and second floors.
- Sweep and wet mop all hard surface floors.
- Sweep and mop stairwells.
  - ✓ . Wipe fingerprints and smudges off handrails.
  - . Dust tops of exit signs, corners, and doors.
- Clean and sanitize elevator.
  - . Clean all spots and stains on the floor.
  - . Clean and polish all inside perimeters including jambs, call plates, and elevator tracks removing all fingerprints and smudges.
  - . Clean and polish elevator door.
  - . Remove all gum, stains or debris from ceilings and handrails.
  - . Disinfect all buttons, handrails, emergency phone and security compartments.

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- PCS to provide a minimum of monthly inspections.

## **EXHIBIT B**

### **REFERENCES**

---

Savana Chechak  
Maróus Management Services  
38119 Stevens Blvd. Willoughby, Ohio 44094  
T: 440-667-3303

Branson Airbnb  
210 Camp Street  
Sandusky, Ohio 44870  
419-606-2850

FIRELANDS MENTAL HEALTH & RECOVERY SERVICES  
KAREN  
2020 HAYES AVE.  
SANDUSKY, OH. 44870  
419-627-5210

## **EXHIBIT C**

### **COST OF SERVICES**

The incremental costs of housekeeping, sanitation service and on the job training and supervision are as follows:

ITEM	MONTHLY BILLING	ANNUAL BILLING
Thorough contract cleaning Phase 1	\$2,470.00	\$29,640.00
Per attached <b>EXHIBIT A</b> <b>Task Schedule</b>		

**NOTE:**

1. Billing is based upon 5 days per week Service.
2. All cleaning equipment, supplies, and expendable items such as hand soap, toilet tissue, hand towels, garbage bags, etc., to be provided by City of Sandusky.
3. The initial billing for services will occur within 15 days after services commence and will be payable within 15 days. All subsequent billing will occur on the first day of each month and will be payable within 30 days.

**ADDITIONAL SERVICES:**

Additional services such as wall washing, window cleaning, carpet cleaning, and/or hard surface floor care may be scheduled upon request at a predetermined additional cost.

### Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?  
Yes \_\_\_\_ No X. If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes \_\_\_\_ No X. If yes, give details on separate sheet.

### Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

<u>Municipality</u>	<u>Current or Recent</u>	<u>Contact Person/Phone No.</u>
---------------------	--------------------------	---------------------------------

*See attached Sheet*

EXHIBIT "A"

## EXPERIENCE HISTORY

### FIRELANDS MENTAL HEALTH & RECOVERY SERVICES – SANDUSKY & NORWALK

KAREN RUSSELL  
2020 HAYES AVE  
SANDUSKY, OHIO 44870  
419-627-5210

### MAROUS MANGEMENT SERVICES

SAVANA CHECHAK  
38119 STEVENS BLVD.  
WILLOUGHBY, OHIO 44094  
440527-8091

### PREMIERE BANKS – SANDUSKY, NORWALK, WILLARD

JOE GARZA  
419-438-4650

BRANSON AIRBNB  
BRANSON LARISCY  
210 CAMP STREET  
SANDUSKY, OHIO 44870

EXHIBIT "1"

### Waiver and Release Form

In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

Progressive Cleaning Solutions, Inc

BY: Cindy Pinkston

DATE: 2-6-2024

SIGNED IN THE PRESENCE OF:

[Signature]

Garry Stanfield

**STAFFING PLAN:**

Upon award of the contracts, we are prepared to service the Justice Center location 5 days per week. The crew will be at the Justice Center between the hours of 9:00 and 3:00. Excluding any government holidays.

Our management staff has 25 + years of commercial cleaning experience in the Sandusky area. We currently service several accounts in the Sandusky/Norwalk area including government, health care, offices, financial and educational buildings. Our staff come with extensive backgrounds in janitorial and /or housekeeping experience. All new hires undergo local and federal background checks as part of their onboarding with Progressive Cleaning Solutions. (Supervisor resumes can be furnished upon award)

Staff will clock in and out via a telephone call in system to ensure the building is properly covered each service day. All staff are required to wear a yellow Progressive Cleaning Solutions shirt with appropriate pants or shorts.

**Quality Assurance/Quality Control:**

All staff have a minimum of three days on the job training. A member of management will do random quality inspections a minimum of once per month. Staff will be notified of all concerns and a plan of action will be implemented to correct any issues. A follow-up inspection will be performed to assure any concerns have been addressed.

**Customer Service Plan:**

Management can be reached via e-mail or office telephone Monday – Friday 9am to 3p or via on call cell phone 24 hours per day to discuss questions or concerns. Field manager is in place to address concerns with our staff prior to the next scheduled service date. On site-communication log will be in place the Justice Center for representatives to communicate directly with daily janitorial staff.



**Proof of Insurability:**

Required to supply and keep in force during the contract period:

- Comprehensive public liability insurance against any liability for injury or death to persons and/or damage to property occurring in, on or about the premises in the amount of \$1,000,000.00 (combined single limit bodily injury and property damage). Policy shall list the City of Sandusky as an insured.
- Successful respondent shall hold the City of Sandusky harmless against damage done to the equipment, premises, or any municipal facilities due to the operation of the facility or acts of the operator's agents or employees.

EXHIBIT "1"



# CERTIFICATE OF LIABILITY INSURANCE

VF 10. MR

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Schlather Insurance Agency - E  
800 E Broad Street  
Elyria, OH 44035

**CONTACT NAME:** Magdalen E. Palko  
**PHONE (A/C No. Ext):** 440-366-1561 **FAX (A/C No):** 440-366-6529  
**E-MAIL ADDRESS:** mpalko@schlatherinsurance.com  
**PRODUCER CUSTOMER ID #:** PROGR-1

**INSURED** Progressive Cleaning Solutions, Inc.  
Po Box 1629  
Sandusky, OH 44871

**INSURER(S) AFFORDING COVERAGE** NAIC #  
**INSURER A:** Auto-Owners Insurance Co  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		05006369	10/04/2023	10/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		44-036-344-00	10/04/2023	10/04/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION</b> \$		44-323-776-00	10/04/2023	10/04/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	05006369	10/04/2023	10/04/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

FOR INFORMATION ONLY AS EVIDENCE OF INSURANCE

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

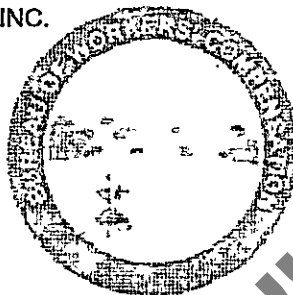
Magdalen E. Palko

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**Ohio****Bureau of Workers'  
Compensation**30 W. Spring St.  
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
80000490Period Specified Below  
07/01/2023 to 07/01/2024PROGRESSIVE CLEANING SOLUTIONS INC.  
PO BOX 593  
SANDUSKY OH 44871[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation****Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio****Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Progressive Cleaning Solutions, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

43961 Elyria Oberlin Road

6 City, state, and ZIP code

Oberlin, Ohio 44074

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 1 - 2 8 2 8 1 0 7

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

2-6-2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

To: John Orzech, City Manager

From: Arin Blair, AICP

Date: February 13, 2024

Subject: **Commission Agenda Item – Permission to Bid the Columbus Avenue Reconstruction and Streetscape Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Columbus Avenue Reconstruction and Streetscape Project.

**BACKGROUND INFORMATION:** In February 2022, City staff contracted with Osborn Engineering, Inc. (Resolution No. 22-016) for the Columbus Avenue Streetscape Design & Reconstruction project.

The design team, supported by multi-departmental city staff members, set out to refine the concept for Columbus Avenue adopted in the 2021 Downtown Sandusky Master Plan. The Downtown Plan concept for the streetscape design was developed in response to 798 respondents to the public survey and refined in two rounds of stakeholder interviews. During the design process, a public survey gathering 400 responses, 3 rounds of stakeholder interviews including a site walk, small group meetings, and individual meetings; and two public meetings were conducted to refine the design.

The top two requests from public feedback for the streetscape were 1) wider sidewalks and 2) more space for outdoor dining. Other top requests included public art/placemaking, lighting features, seating, and flexibility to hold events on the street. A high number of respondents said they wish the street to be fully shut down from vehicles and be pedestrian only, while a high number of other respondents were concerned about retaining parking spaces. The resulting concept is a balance between these requests: ensuring the roadway continues to meet the needs for everyday vehicle traffic, creates outstanding public space for pedestrians, increases safety and accessibility, and is flexible for events.

During the design process, refinements to the Downtown Plan concept were made based on stakeholder and public feedback including adding catenary lighting across the roadway, ensuring dedicated sidewalk and storefront/outdoor patio space, creating a mini-park type of public space along the parking garage and adding power access points for events. Safety and accessibility improvements, beyond the mentioned lighting improvements and dedicated sidewalk space, include tabled intersections, specialty crosswalks, reduced roadway slope to center crown, lowered curb line, and conversion to parallel parking spaces. The project scope also includes replacement of the main waterline which is reaching the end of useful life.

The base bid segment of Columbus Avenue runs from Water St. to Washington Street (US 6). The 6-inch waterline (being replaced with a 12"), is over 80 years old and most of the pavement was originally constructed prior to 1970 and has had few paved-patches since then. The pavement was last resurfaced in 2000, subsequent to the last "Downtown Revitalization" project. It still is underlaid with brick in most areas in this segment, as they have not been removed through any extensive roadway project. This means the existing brick roadway portion remains much the same as it did when train tracks ran into

this part of downtown. The trees are outgrowing their spaces and causing maintenance issues with the abutting sidewalks and brick pavers.

Among the upgrades, included are: replacing the water main, fire hydrants, service lines and meters, adding sections of storm sewer, curbing, planters, speed tables (aka raised intersections), new signs, new electrical festival panels, new street lights, catenary lights, trees, landscaping, irrigation, sidewalks and brick crosswalks. Lastly, full depth asphalt pavement will be placed.

The Alternate Bid #1 segment of Columbus Avenue runs from Washington Street (US 6) to Adams Street. This section contains less underground work, but does add landscape, trees, street furniture, street lights, widening of the cross-section to accommodate angled parking on both sides, it also includes street lighting upgrades. The addition of this block is estimated to add \$535,047.34, of which \$20,700 is water work. This will only be awarded in the event that there are sufficient funds approved to do so. Since this portion is State Route 4, this segment of road pavement is slated to be resurfaced at 80/20 funding with ODOT in May of 2027.

The Alternate Bid #1A is the addition of traffic signal upgrades at Columbus & Adams Street. Upgrades include new signal poles and mast arms, traffic and pedestrian signal heads, traffic controller, controller cabinet, battery backup, pre-emption and all associated wiring. These upgrades will give longevity to the wiring currently exposed to the elements, increase reliability with the battery backup and improve emergency response with the pre-emption detectors. The addition of this signal work is estimated to add \$213,600.25. This will only be awarded in the event that there are sufficient funds approved to do so.

#### Timeline

With the extent of underground work required prior to paving, the substantial completion date for this project has been set for May 25, 2025. Like Meigs Street, shallow bedrock is known to exist in portions of this work area and will expectedly slow portions of the underground utility construction. It may be likely that final restoration needs to take place in the summer of 2025.

Careful coordination with the contractor will be crucial as portions of construction activity will take place during fall 2024 and spring 2025 months, so leaving access to all businesses in this area will be a top priority. City Staff will work closely with all stakeholders in this area to keep an open line of communication throughout construction.

**BUDGETARY INFORMATION:** The engineer's estimate for the Base Bid construction costs is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects Funds, and American Rescue Plan Act (ARPA) Stimulus funds.

**ACTION REQUESTED:** It is recommended that the proper legislation be approved accepting bids for the Columbus Avenue Reconstruction and Streetscape Project under suspension of the rules and in accordance with Section 14 of the City in order to bid the project so the contractor can begin ordering materials for construction to start in the fall for flexibility and minimal disruption to business while completing the various facets of construction and complete the project in the spring of 2025.

I concur with this recommendation:

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John Orzech, City Manager

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Colleen Gilson, Director of Community Development

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. \_\_\_\_\_

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

**WHEREAS**, the City Commission approved an agreement for Professional Design Services with Osborn Engineering of Cleveland, Ohio, for the Columbus Avenue Streetscape Design & Reconstruction Project by Ordinance No. 22-016, passed on February 14, 2022; and

**WHEREAS**, the proposed Columbus Avenue Reconstruction and Streetscape Project involves the reconstruction of Columbus Avenue from Water Street to Washington Street (U.S. 6) and includes full depth asphalt pavement, replacing the water main, fire hydrants, service lines and meters, adding sections of storm sewer, curbing, planters, speed tables (aka raised intersections), new signs, new electrical festival panels, new street lights, catenary lights, trees, landscaping, irrigation, sidewalks and brick crosswalks; and

**WHEREAS**, there are two (2) Alternate Bids that may be awarded in the event that there are sufficient funds approved to do so and they are summarized as follows:

- Alternate Bid #1 includes the segment of Columbus Avenue from Washington Street (US 6) to Adams Street, which contains less underground work, and will add landscape, trees, street furniture, street lights, widening of the cross-section to accommodate angled parking on both sides, and street lighting upgrades estimated to cost \$535,147.34 (\$20,700.00 is water work);
- Alternate Bid #1A includes traffic signal upgrades at Columbus Avenue and Adams Street consisting of new signal poles and mast arms, traffic and pedestrian signal heads, traffic controller, controller cabinet, battery backup, pre-emption and all associated wiring estimated to cost \$213,600.25; and

**WHEREAS**, the estimated base bid construction cost of the project is \$4,948,663.91 and it is anticipated to be paid with Central Public (Downtown) Improvement TIF, Cooke Building Improvement TIF, Capital Projects and American Rescue Plan Act (ARPA) Stimulus Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project so the contractor can begin ordering materials for construction to start in the fall for flexibility and minimal disruption to businesses and complete the project in the spring of 2025; and

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



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

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

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

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Columbus Avenue Reconstruction and Streetscape Project, at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Columbus Avenue Reconstruction and Streetscape Project, as required by law.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 11, 2024 (effective after 30 days)