

ORDINANCE NO. 23-113

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND LMN DEV SPE LLC D.B.A. KALAHARI RESORTS & CONVENTIONS-SANDUSKY FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2023; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide free transportation services for Kalahari employees, upon the showing of the employee's valid Kalahari Identification Card, for any of the Fixed Routes on the Sandusky Transit System; and

WHEREAS, Kalahari will pay \$74,400.000 for the unlimited ridership for their employees for all fixed routes for the period of January 1, 2023, through December 31, 2023; 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 which commenced on January 1, 2023;

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

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

Section 1. The City Manager is authorized to execute an Agreement with LMN Dev SPE LLC, d.b.a. Kalahari Resorts & Conventions-Sandusky for transportation services related to the Sandusky Transit System for the period from January 1, 2023, through December 31, 2023, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

PAGE 2 - ORDINANCE NO. 23-113

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: May 22, 2023

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and LMN Dev SPE LLC d.b.a Kalahari Resorts & Conventions -Sandusky, herein known as Kalahari sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2023 and continuing through December 31, 2023.

Scope of Service: STS will provide free transportation services for Kalahari employees, upon the showing of the employee's valid Kalahari Identification Card ("Kalahari ID"), for any of the STS fixed routes.

Operating Days: Service will be available every day except the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Kalahari will pay \$71,400 for unlimited ridership for Kalahari employees for all fixed routes. Fixed Routes are Monday through Sunday and normally scheduled service hours between 5:00 a.m. to 12:30 a.m., but subject to change.

Billing: Kalahari will be billed, and shall pay for services in the amount of \$23,800 on the following dates for a total amount of \$71,400. Kalahari shall pay STS \$23,800 for the services performed on or before the following dates: May 1, 2023; August 1, 2023; October 1, 2023.

STS Responsibilities

1. **Vehicle Operations:** STS will provide free transportation on any of the STS Fixed Routes to any Kalahari employee, who shows their valid Kalahari ID card.

Kalahari Responsibilities

1. **Passenger Information:** Kalahari shall inform their employees that in order to ride the STS fixed routes for free, the employees shall show their valid Kalahari ID card.

Monitoring and Evaluation: STS and Kalahari will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. STS will continue to provide service until the effective date of termination, and Kalahari will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

SIGNATURE PAGE TO FOLLOW

CITY OF SANDUSKY

KALAHARI

By: _____
John Orzech, Interim City Manager

By: _____
Brian R. Shanle, General Manager

Date

Date

Approved as to form:

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

EXHIBIT "A"

DRAFT