SANDUSKY CITY COMMISSION
REGULAR MEETING AGENDA
NOVEMBER 23, 2026 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE

INVOCATION	Mr. Peugeot
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	R. Koonce, J. Krabill, G. Peugeot, T. Schwanger, T. Tucker, K. Vargo, D. Waddington
APPROVAL OF MINUTES	November 9, 2026 Regular Meeting
PROCLAMATION	Saint Mary's Central Catholic Schools 2026 Football State Championship
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Cathy Myers, Commission Clerk

LIQUOR LICENSE TRANSFER OF OWNERSHIP LETS GO COFFEE LLC - VITA

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

Notice to Legislative Authority for D-5J Liquor License: Spirituous liquor for on premises consumption only, beer, wine, and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 am. Community Entertainment District.

FROM: MAGROUP LLC, No 2 Vita Urbana, 256 Columbus Ave
TO: LETS GO COFFEE LLC, Vita's, 256 Columbus Ave

ITEM B – Submitted by John Orzech, City Manager

APPROVAL OF AGREEMENT FOR CITY'S ELECTRIC ACCOUNTS WITH INTERSTATE GAS SUPPLY

Budgetary Information: The rate selected is $.0834/kWh for a period of 36 months to begin July 2028 and end June 2031.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and ratifying the execution of an electricity purchase contract with Interstate Gas Supply LLC of Dublin, Ohio, for electric service for the City's electric accounts for a period of thirty-six (36) months beginning in July 2028; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Michelle Reeder, Finance Director

APPROVAL OF 2026 BUDGET APPROPRIATION AMENDMENT #4

Budgetary Information: Appropriation amendments are required to update the 2026 budget for these funds:

- Court Computerization
- State Grant Fund
- Sewer Fund
- State Patrol Transfer
- Special Assessments – Non-City

ORDINANCE NO. _____: It is requested an ordinance be passed adopting Amendment No. 4 to Ordinance No. 26-017 passed by this City Commission on January 26, 2026, making general appropriations for the Fiscal Year 2026; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM D – Submitted by Michelle Reeder, Finance Director

APPROVAL OF AGREEMENT FOR PROPERTY, CASUALTY, CYBER, & LIABILITY INSURANCE WITH RINEHART WALTERS-DANNER

Budgetary Information: The City's total cost for the December 1, 2026 through November 30, 2027 insurance period will be an amount not to exceed $443,500. The insurance renewal is $433,269 and we are requesting an additional $10,231 in coverage as needed for special events and the Recreation Center when completed in 2027. This insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, & golf course liquor liability coverage. Based on exposures, the cost will be distributed to the General Fund ($283,840), Street Fund ($46,124), Water Fund ($55,437.50), and Sewer Fund ($58,098.50).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance for the period of December 1, 2026, through November 30, 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF PURCHASE & SALE AGREEMENT FOR 802 SOUTH MEADOW DRIVE

Budgetary Information: The sales price per the Agreement is $35,900. The City will be responsible for paying associated fees as described in the agreement. The funds will be paid through closing. The balance of funds will be deposited into the Real Estate Development or Land Bank Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City, identified in Parcel No. 60-00043.068, located at 802 South Meadow Drive, Sandusky, is no longer needed for any municipal purpose; authorizing and directing the City Manager to enter into an agreement for the sale of the real property to Richard and Mary Beth Henderson; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM F – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF PURCHASE & SALE AGREEMENT FOR 733 WALNUT RIDGE LANE

Budgetary Information: The sales price per the Agreement is $36,900. The City will be responsible for paying associated fees as described in the agreement. The funds will be paid through closing. The balance of funds will be deposited into the Real Estate Development or Land Bank Fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City, identified in Parcel No. 60-00043.053, located at 733 Walnut Ridge Lane, Sandusky, is no longer needed for any municipal purpose; authorizing and directing the City Manager to enter into an agreement for the sale of the real property to Gregory and Stephanie Hall; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM G – Submitted by James Stacey, Transit Administrator

APPROVAL OF TRANSPORTATION CONTRACT WITH ECBDD

Budgetary Information: STS will bill for trips consumed by individuals who are enrolled with Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used to meet the local match requirements to receive Federal Transit Administration (FTA) and Ohio Department of Transportation (ODOT) grant funding. This annual contract is expected to provide approximately 2,500 trips to those who are disabled and generate over $40,000 of revenue in 2027.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities for the period of January 1, 2027, through December 31, 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM H – Submitted by Megan Stookey, Project Manager

APPROVAL OF CHEMICAL CONTRACTS FOR BIWW & WWTP

Budgetary Information: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants.

1. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 12,000 gallons, more or less, of liquid Sodium Permanganate from Bonded Chemicals Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; 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 purchase 17,000 gallons, more or less, of Hydrofluosilicic Acid from Bonded Chemicals Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

3. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 50,000 gallons, more or less, of Sodium Hydroxide liquid from Univar Solutions of Trenton, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

4. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 90,000 gallons, more or less, of Sodium Hypochlorite from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

5. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 600 wet tons, more or less, of Aluminum Sulfate Polymer blend from Applied Specialties, Inc., of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

6. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 155,000 pounds, more or less, of Powdered Activated Carbon from Jacobi Carbons, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

7. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 350,000 pounds, more or less, of Ferrous Chloride Solution from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

8. ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase 88,000 pounds, more or less, of Polymer Liquid from Polydyne Inc. of Riceboro, Georgia, for use at the Wastewater Treatment Plant during the calendar year 2027; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

REGULAR AGENDA

ITEM 1 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF EZ AGREEMENT WITH GREAT LAKES PROPERTY DEVELOPMENT HOLDINGS FOR VALUE CITY

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy with the retention and addition of new jobs and well as create much needed residential living units on the upper floors.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an Enterprise Zone agreement with Great Lakes Property Development Holdings, LLC, relating to property located at 202 East Market Street, Sandusky; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 2 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL TO SUBMIT BWC GRANT APPLICATION TO PURCHASE REMOTE CONTROLLED SLOPE MOWER

Budgetary Information: The cost of the RoboECO is $46,500. If awarded the grant will provide up to $34,875, and the City's cost will be the required matching funds and remaining cost totaling $11,625 which will be paid with Capital Projects Funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application to the Ohio Bureau of Workers' Compensation (BWC) for financial assistance through the Safety Intervention Grant (SIG) Program for the Grounds Maintenance Division and, if awarded, authorizing the City Manager to execute any required agreements; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM 3 – Submitted by Megan Stookey, Project Manager

APPROVAL OF CURB RAMP & HAZARDOUS WALK PROJECT CONTRACT WITH RMH

Budgetary Information: The total cost of the project shall not exceed $56,876.80 and will be paid for from the Capital Projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with RMH Concrete & Foundations, Inc. of Collins, Ohio for the Curb Ramp and Hazardous Walk Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by Scott Kromer, Streets & Utilities Superintendent

APPROVAL TO PURCHASE A 2021 MAULDIN 1860 ASPHALT PAVER FROM OHIO CAT

Budgetary Information: The cost of the equipment package is $75,000.00 and will be paid with Capital Projects Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring a 1989 Pucket Bros. Power Box Paving Machine as unnecessary and unfit for City use pursuant to section 25 of the city charter; authorizing and directing the City Manager to expend funds for the purchase of a 2021 Mauldin 1860 Asphalt Paver from Ohio Cat of Perrysburg, Ohio, for the Division of Streets; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

MANAGER'S REPORT
OLD BUSINESS
NEW BUSINESS
AUDIENCE PARTICIPATION: Open discussion on any item (5-minute limit)
EXECUTIVE SESSION(S)
ADJOURNMENT

Online: www.youtube.com/CityofSanduskyOH – Click "Play"

SANDUSKY CITY COUNCIL
ATTN CLERK
240 COLUMBUS AVE
SANDUSKY OH 44870

NOTICE TO LEGISLATIVE AUTHORITY

TO

10021770-1 PERMIT NUMBER	**TRFO** TYPE	**LETS GO COFFEE LLC** **Vita's** **256 Columbus Ave** **Sandusky OH 44870** **Muni/Village/Twp: Sandusky**
ISSUE DATE:		
FILING DATE: **11/5/2026**		
PERMIT CLASSES: **D-5J**		
22077 TAX DISTRICT / **FEB** / RECEIPT NO		

FROM **11/9/2026**

05402040-1 PERMIT NUMBER	TYPE	**MAGROUP LLC** **NO 2 VITA URBANA** **256 COLUMBUS AVE** **SANDUSKY OH 44870** **Muni/Village/Twp: Sandusky**
ISSUE DATE:		
FILING DATE:		
PERMIT CLASSES:		
22077 TAX DISTRICT / **FEB** / RECEIPT NO		

MAILED 11/9/2026 **RESPONSES MUST BE POSTMARKED NO LATER THAN 12/10/2026**

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: **FEB TRFO 10021770-1**
(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 City Council ☐ Township Fiscal Officer (Date)

(Printed Name) (Email Address) (Telephone No.)

Ohio | Department of Commerce

Division of Liquor Control

Mike DeWine, Governor
Jon Husted, Lt. Governor

Sheryl Maxfield, Director

Rev 2/10/2021

Dear Local Legislative Authority Official:

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

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

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

FAX: (614) 644 – 3166

EMAIL: LiquorLicensingMailUnit@com.state.oh.us

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

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

- Go to https://www.comapps.ohio.gov/liqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx and enter the permit number listed on the legislative notice; or

- Contact your police department or your county sheriff if you are a township fiscal officer or county clerk. The Division sends the applicable law enforcement agency the pertinent ownership information when it notifies them of the permit application.

Thank you in advance for your cooperation,

Division Licensing Section

Cathy Myers

From: Jared Oliver
Sent: Wednesday, November 18, 2026 6:18 AM
To: Colleen Gilson; Cathy Myers; Mario D'Amico
Subject: Re: Liquor License - Transfer of Ownership

SPD has no comments or concerns.

Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
Phone: 419.627.5869
www.cityofsandusky.com/police

From: Colleen Gilson <CGilson@cityofsandusky.com>
Sent: Tuesday, November 17, 2026 4:02 PM
To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>
Subject: Re: Liquor License - Transfer of Ownership

No issues from Comm Dev

Colleen M. Gilson | Director of Community Development
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5807
www.cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, November 17, 2026 3:13 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor License - Transfer of Ownership

Please provide comments for Commission on this liquor license.

Cathy Myers

From: Mario D'Amico
Sent: Tuesday, November 17, 2026 3:52 PM
To: Cathy Myers
Subject: Re: Liquor License - Transfer of Ownership

Fire has no issues or concerns.

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

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, November 17, 2026 3:13 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor License - Transfer of Ownership

Please provide comments for Commission on this liquor license.

FOR: LETS GO COFFEE LLC, Vita's, 256 Columbus Avenue

FROM: MAGROUP LLC, No 2 Vita Urbana, 256 Columbus Avenue

D-5J: ORC 4303.181: Spirituous liquor for on premises consumption only, beer, wine, and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 am. Community Entertainment District.

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

Cathy Myers

From: Colleen Gilson
Sent: Tuesday, November 17, 2026 4:03 PM
To: Cathy Myers; Jared Oliver; Mario D'Amico
Subject: Re: Liquor License - Transfer of Ownership

No issues from Comm Dev

Colleen M. Gilson | Director of Community Development
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5807
www.cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>
Sent: Tuesday, November 17, 2026 3:13 PM
To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>
Subject: Liquor License - Transfer of Ownership

Please provide comments for Commission on this liquor license.

FOR: LETS GO COFFEE LLC, Vita's, 256 Columbus Avenue

FROM: MAGROUP LLC, No 2 Vita Urbana, 256 Columbus Avenue

D-5J: ORC 4303.181: Spirituous liquor for on premises consumption only, beer, wine, and mixed beverages for on premises, or off premises in original sealed containers, until 2:30 am. Community Entertainment District.

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

CITY MANAGER'S OFFICE

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

To: City Commissioners

From: John Orzech, City Manager

Date: November 10, 2026

Subject: Commission Agenda Item – Agreement with Interstate Gas Supply, LLC for City's Electric Accounts

Item for Consideration: Legislation approving and ratifying the execution of a contract with Interstate Gas Supply (IGS) LLC of Dublin, Ohio, for electric generation services related to all approximately 122 of the City's electric accounts.

Background Information: The City's current supplier for electric accounts is Dynegy Energy Services East, LLC of Irving, Texas. The agreement was approved by City Commission via Ordinance No. 26-047, at term of twenty-four (24) months beginning in June of 2026 and expiring in June of 2028. The rate was locked in at $.07623/kWh on March 12, 2026.

Due to the electricity market continuing to go up, the City Commission authorized the execution of a contract upon finding a competitive price through a Request for Proposals (RFP) process by Ordinance No. 26-187, passed on October 26, 2026.

The City's energy broker excepted proposals through November 9, 2026, and recommended a thirty-six (36) month contract with Interstate Gas Supply, LLC (IGS) of Dublin, Ohio, to provide electric service for the City's approximately 122 electric accounts beginning in July of 2028, at a fixed rate of $.0834/kWh. The contract was executed on November 10, 2026.

Buckeye Energy Brokers, Inc., is contracted to provide professional services related to the supply of electricity for the City's account.

Budgetary Information: The rate selected is $.0834/kWh for a period of 36 months to begin July 2028 and end June 2031.

Action Requested: It is requested that an Ordinance be passed approving and ratifying the execution of a contract with Interstate Gas Supply (IGS) LLC of Dublin, Ohio, for electric generation services related to all approximately 122 of the City's electric accounts. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to ratify the contract that was executed on November 10, 2026, to lock in the price and maximize the savings.

_____
John Orzech, City Manager

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

CERTIFICATE OF FUNDS

In the Matter of: IGS Energy- Electric agreement

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

Account #110, 216, 218, 227, 228, 612, 613

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/17/2026

ORDINANCE NO._____

AN ORDINANCE APPROVING AND RATIFYING THE EXECUTION OF AN ELECTRICITY PURCHASE CONTRACT WITH INTERSTATE GAS SUPPLY LLC OF DUBLIN, OHIO, FOR ELECTRIC SERVICE FOR THE CITY'S ELECTRIC ACCOUNTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS BEGINNING IN JULY 2028; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Buckeye Energy Brokers, Inc., is certified by the Public Utilities Commission of Ohio and offers energy brokerage and electricity aggregation services that may reduce the cost per energy unit consumed; and

WHEREAS, the City Commission approved an agreement with Buckeye Energy Brokers, Inc., of Akron, Ohio, to provide electricity aggregation services by Ordinance No. 16-181, passed on October 24, 2016; and

WHEREAS, upon recommendation from the City's energy broker from Buckeye Energy Brokers, Inc., the City Commission approved an agreement with Dynegy Energy Services East, LLC ("Dynegy") of Irving, Texas for electricity service for the City's electric accounts beginning in June of 2026 for twenty-four (24) months by Ordinance No. 26-047, passed on March 9, 2026, and was locked in at $.07623/kWh on March 12, 2026; and

WHEREAS, due to the electricity market continuing to go up, the City Commission authorized the City Manager to enter into an agreement with a competitive retail electricity service provider for the City's electric accounts once obtaining the most competitive price through a Request for Proposals (RFP) process by Ordinance No. 26-187, passed on October 26, 2026, for a period beginning July of 2028; and

WHEREAS, subsequent to the RFP process, it was the recommendation of the City's energy broker to enter into thirty-six (36) month contract with Interstate Gas Supply, LLC (IGS) of Dublin, Ohio, to provide electric service for the City's approximately 122 electric accounts beginning in July of 2028, at a fixed rate of $.0834/kWh; 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 ratify the contract that was executed on November 10, 2026, to lock in the price and maximize the savings; 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 hereby approves and ratifies the Electricity Purchase Contract with Interstate Gas Supply, LLC of Dublin, Ohio, for the supply of electric service at a fixed rate of $.0834/kWh for the period of July 2028 to June 2031 billing cycle for the City's 122 electric accounts, a copy of which is attached to this Ordinance, marked Exhibit "1", 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 the objectives and requirements of this Ordinance and with carrying out the terms of this Ordinance.

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

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

Docusign Envelope ID: 841CE82B-9EA7-8A68-8137-48B3C2FA3D95

Electricity Purchase Contract

Heavy Industrial V4-CAP ADJ-OH

FOR OFFICE USE ONLY: 50381

Seller: Interstate Gas Supply, LLC
Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016
Fax: 614-659-5126
Phone: 877-923-4447

Buyer: CITY OF SANDUSKY **Contact Name** John Orzech

Confirmation Email jorzech@cityofsandusky.com **Phone** 419-627-5909 **Fax**

	Street Address	City	State	Zip
Mailing	240 Columbus Avenue	Sandusky	OH	44870
Billing	Same as Mailing			
Facility	See Exhibit A			

Account Number/s See Exhibit A or ☒see the attached ***Exhibit A*** (the "Accounts")

This Contract is subject to the attached Electricity Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Electric Distribution Company ("EDC"):	First Energy : **Ohio Edison**
Purchase Price:	**Subject to Material Deviation, Price Adjustment Provisions and Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:** ☒ Will remain $0.0834 per kilowatt hour (kWh). The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC. For the avoidance of doubt, as of the date Buyer executes this Contract, as indicated in the signatures below, the assumed Base Residual Auction clearing price for Buyer's capacity cost is $325 /MW-day, for all months in the Initial Term starting June 2029. After the Initial Term expires, the price will be as described under the Renewal Variable Price section of this Contract.
Initial Term:	The Initial Term of this Contract will begin with the **July 2028** EDC billing cycle, and it will continue through the **June 2031** EDC billing cycle.
Renewal:	Upon expiration of the Initial Term, this Contract will automatically renew on a month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.
Early Termination Damages:	For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.

Contract Volumes in kWh

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	1,226,924	1,147,610	1,227,518	1,142,712	1,178,557	1,175,592	1,230,604	1,227,588	1,134,286	1,147,279	1,100,598	1,202,305

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer: _____ CITY MANAGER 11/10/26
Name: JOHN ORZECH **Title** **Date**

Accepted by Seller: DocuSigned by: Evan Bollie B141FA2169C7D409... Vice President, C&I Sales 11/16/2026
Name: Evan Bollie **Title** **Date**

Approved as to Form _____
Melanie Murray, Assistant Law Director

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Electricity Supply Master Terms and Conditions

These Electricity Supply Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Eligibility.** This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.

2. **Electricity Supply.** Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting electricity supply due to the EDC's enrollment requirements and will not hold Seller responsible for any such delays.

3. **Price Adjustment Provisions.** Except as otherwise set forth on Page 1 and where applicable, for any capacity planning year for which the Base Residual Auction rate has not been established as of the execution date of Contract, Seller will pass through to Buyer any change in capacity cost, positive or negative, resulting from changes to Buyer's capacity rate as assessed by Buyer's EDC or RTO/ISO; Seller may pass through to Buyer any change in capacity tag as assessed by Buyer's EDC and/or RTO/ISO. For the avoidance of doubt, none of the foregoing price adjustments will be deemed New Charges under the Regulatory section herein.

4. **Energy Efficiency/Onsite Generation/EV Charging.** If there is (a) a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation or (b) a material increase in Buyer's usage due to electric vehicle charging, which results in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, the percentages of monthly Contract Volumes in the Material Deviation section are not applicable to this paragraph and none of the above described losses will be deemed New Charges under the Regulatory section herein.

5. **Material Deviation.** Buyer's price is determined in part by the Contract Volumes. Buyer will deliver written notice to Seller as early as reasonably practical before any business changes that are anticipated to result in a material deviation to electricity usage. Further, if Buyer (a) fails to use at least 75% of any applicable monthly Contract Volumes, or (b) uses more than 125% of any applicable monthly Contract Volumes, then Seller may pass through to Buyers price an amount equal to any or all of Seller's resultant losses and increased costs which are related to Buyer's deviation from the applicable monthly Contract Volumes.

6. **Renewal Variable Price.** The price for each Secondary Term will be determined monthly based upon costs, including but not limited to energy, transmission, capacity, ancillary services, congestion management, renewable energy credits, independent system operator fees, various EDC charges to Seller, and other factors, plus Seller's costs, expenses, and a service fee. The price will not include EDC delivery charges to Buyer or applicable taxes.

7. **Billing & Payment.** The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.

8. **Credit.** Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

9. **Damages.** Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, including reasonable attorneys' fees and all other litigation expenses.

10. **Cross Default.** If Buyer is a party to one or more natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

11. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

12. **Warranty.** Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.

13. **Regulatory.** The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"). New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.

14. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

15. **Assignment.** This Contract or any Accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

16. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasions.

17. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflict of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

18. **Severability.** If any provision of this Contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and such court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.

19. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those Accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

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Exhibit A to Electricity Purchase Contract Form Heavy Industrial V4-CAP ADJ-OH
Account Numbers & Facility Addresses

Seller: Interstate Gas Supply, LLC
Buyer: CITY OF SANDUSKY

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Utility	Service Address	Service City	Service State	Service Zip	Account Number
1	FEOH	2425 First St	Sandusky	OH	44870	08004831910000564893
2	FEOH	1933 Mills St	Sandusky	OH	44870	08004831910000565123
3	FEOH	1933 Mills St	Sandusky	OH	44870	08004831910000565124
4	FEOH	1817 Mills St	Sandusky	OH	44870	08004831910000565472
5	FEOH	616 Bardshar Rd	Sandusky	OH	44870	08004831910000565799
6	FEOH	1226 N Depot St	Sandusky	OH	44870	08004831910000566978
7	FEOH	225 E Osborne St	Sandusky	OH	44870	08004831910000568453
8	FEOH	2129 Cedar Point Rd # 1	Sandusky	OH	44870	08004831910000568676
9	FEOH	1713 Willow Dr	Sandusky	OH	44870	08004831910000568738
10	FEOH	1204 Cedar Point Rd Ls 3	Sandusky	OH	44870	08004831910000568835
11	FEOH	735 Cedar Point Rd # 4	Sandusky	OH	44870	08004831910000568883
12	FEOH	227 Cedar Point Rd # 5	Sandusky	OH	44870	08004831910000568949
13	FEOH	1321 Cleveland Rd	Sandusky	OH	44870	08004831910000569682
14	FEOH	222 Meigs St	Sandusky	OH	44870	08004831910000570026
15	FEOH	1971 E Oldgate St	Sandusky	OH	44870	08004831910000571232
16	FEOH	E Washington St	Sandusky	OH	44870	08004831910000572457
17	FEOH	2350 First St	Sandusky	OH	44870	08004831910000572955
18	FEOH	2034 5th St	Sandusky	OH	44870	08004831910000573107
19	FEOH	Causeway Dr Piertr	Sandusky	OH	44870	08004831910000573108
20	FEOH	425 E Water St Park	Sandusky	OH	44870	08004831910000574058
21	FEOH	Wayne St	Sandusky	OH	44870	08004831910000574426
22	FEOH	Huron Ave	Sandusky	OH	44870	08004831910000574479
23	FEOH	624 E Water St	Sandusky	OH	44870	08004831910000574523
24	FEOH	E Water St	Sandusky	OH	44870	08004831910000574670
25	FEOH	141 E Market St	Sandusky	OH	44870	08004831910000574696
26	FEOH	Jackson St	Sandusky	OH	44870	08004831910000574842
27	FEOH	201 W Adams St Park	Sandusky	OH	44870	08004831910000576318
28	FEOH	102 W Washington Rw Stand	Sandusky	OH	44870	08004831910000576465
29	FEOH	W Washington Rw Clock	Sandusky	OH	44870	08004831910000576468

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30	FEOH	200 Washington Ct	Sandusky	OH	44870	08004831910000576679
31	FEOH	1624 Camp St	Sandusky	OH	44870	08004831910000578468
32	FEOH	421 Lasalle St	Sandusky	OH	44870	08004831910000580360
33	FEOH	304 Harrison St	Sandusky	OH	44870	08004831910000580804
34	FEOH	304 Harrison St	Sandusky	OH	44870	08004831910000580805
35	FEOH	3816 Venice Rd	Sandusky	OH	44870	08004831910000581037
36	FEOH	101 E Water St	Sandusky	OH	44870	08004831910001322998
37	FEOH	1719 Wayne St	Sandusky	OH	44870	08004831910001324715
38	FEOH	533 Winnebago Ave	Sandusky	OH	44870	08004831910001337125
39	FEOH	254 E Shoreline Dr	Sandusky	OH	44870	08004831910001368110
40	FEOH	152 E Washington Rw	Sandusky	OH	44870	08004831910001371475
41	FEOH	221 Columbus Ave	Sandusky	OH	44870	08004831910001385380
42	FEOH	1102 Butler	Sandusky	OH	44870	08004831910001441546
43	FEOH	2015 Milan Rd	Sandusky	OH	44870	08004831910001441547
44	FEOH	1230 N Depot St	Sandusky	OH	44870	08004831910001442110
45	FEOH	136 Wayne St	Sandusky	OH	44870	08004831910001453564
46	FEOH	231 Wayne St	Sandusky	OH	44870	08004831910001453565
47	FEOH	219 Columbus Ave St Lgt	Sandusky	OH	44870	08004831910001453869
48	FEOH	147 Columbus Ave St Lgt	Sandusky	OH	44870	08004831910001457042
49	FEOH	1024 Cement Ave	Sandusky	OH	44870	08004831910001480715
50	FEOH	1933 Mills St	Sandusky	OH	44870	08004831910001492129
51	FEOH	4610 Old Railroad Rd	Sandusky	OH	44870	08004831910001499671
52	FEOH	1240 N Depot St	Sandusky	OH	44870	08004831910001502995
53	FEOH	100 E Shoreline Dr	Sandusky	OH	44870	08004831910001508440
54	FEOH	600 W Market St	Sandusky	OH	44870	08004831910001514343
55	FEOH	101 Cedar Point Rd	Sandusky	OH	44870	08004831910001543176
56	FEOH	517 W Washington St	Sandusky	OH	44870	08004831910001546611
57	FEOH	3701 Venice Rd	Sandusky	OH	44870	08004831910001546616
58	FEOH	254 E Shoreline Dr	Sandusky	OH	44870	08004831915000017235
59	FEOH	201 W Adams St	Sandusky	OH	44870	08004831915000017507
60	FEOH	1607 S Forest Dr	Sandusky	OH	44870	08004831915000018177
61	FEOH	620 Elm St	Sandusky	OH	44870	08004831915000020030
62	FEOH	222 Meigs St	Sandusky	OH	44870	08004831915000020117
63	FEOH	Warren St Pol	Sandusky	OH	44870	08004831915000020158
64	FEOH	Hancock St Pol	Sandusky	OH	44870	08004831915000020211

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65	FEOH	Fox Run Trl Tr Pol	Sandusky	OH	44870	08004831915000021123
66	FEOH	634 W Osborne St	Sandusky	OH	44870	08004831915000355636
67	FEOH	612 Tyler St	Sandusky	OH	44870	08004831915000355637
68	FEOH	611 W Shoreline Dr	Sandusky	OH	44870	08004831915000365611
69	FEOH	611 W Shoreline Dr	Sandusky	OH	44870	08004831915000365614
70	FEOH	4600 Old Railroad Rd	Sandusky	OH	44870	08004831915000365803
71	FEOH	1805 2nd St	Sandusky	OH	44870	08004831915001356599
72	FEOH	2140 Columbus Ave Trf Lights	Sandusky	OH	44870	08004831915001364365
73	FEOH	1176 Cleveland Rd	Sandusky	OH	44870	08004831915001381949
74	FEOH	1811 Milan Rd	Sandusky	OH	44870	08004831915001381953
75	FEOH	320 Wayne St	Sandusky	OH	44870	08004831915001441611
76	FEOH	438 Scott St	Sandusky	OH	44870	08004831915001441613
77	FEOH	317 Wayne St	Sandusky	OH	44870	08004831915001451601
78	FEOH	240 Columbus Ave	Sandusky	OH	44870	08004831915001482413
79	FEOH	Venice Rd	Sandusky	OH	44870	08004831915001497704
80	FEOH	1037 Campbell St	Sandusky	OH	44870	08004831915001506119
81	FEOH	5406 Barrett Rd	Sandusky	OH	44870	08004831915001517384
82	FEOH	233 E Shoreline Dr	Sandusky	OH	44870	08004831915001529669
83	FEOH	229 E Shoreline Dr	Sandusky	OH	44870	08004831915001529671
84	FEOH	223 E Shoreline Dr	Sandusky	OH	44870	08004831915001529673
85	FEOH	W Shoreline Dr Street Lighting Svc	Sandusky	OH	44870	08004831915001542230
86	FEOH	112 W Shoreline Dr	Sandusky	OH	44870	08004831915001542550
87	FEOH	206 W Shoreline Dr	Sandusky	OH	44870	08004831915001542552
88	FEOH	104 E Shoreline Dr	Sandusky	OH	44870	08004831915001542555
89	FEOH	144 E Shoreline Dr	Sandusky	OH	44870	08004831915001542557
90	FEOH	2917 Milan Rd	Sandusky	OH	44870	08005695610000588982
91	FEOH	Street Lights	Sandusky	OH	44870	08007809380000583866
92	FEOH	Street Lights	Sandusky	OH	44870	08007809380001525046
93	FEOH	435 E Water St	Sandusky	OH	44870	08007809385000227900
94	FEOH	703 Bardshar Rd	Sandusky	OH	44870	08007809385000239093
95	FEOH	117 Scott St	Sandusky	OH	44870	08007809385000239094
96	FEOH	2116 Sanford St	Sandusky	OH	44870	08007809385000239095
97	FEOH	1306 Causeway Dr	Sandusky	OH	44870	08007809385000239096
98	FEOH	200 Columbus Ave	Sandusky	OH	44870	08007809385000270630
99	FEOH	403 W Shoreline Dr	Sandusky	OH	44870	08007809385000279941

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100	FEOH	1401 W Perkins Ave Tf Light	Sandusky	OH	44870	08007809385001336181
101	FEOH	1001 W Perkins Ave	Sandusky	OH	44870	08007809385001336182
102	FEOH	714 W Perkins Ave	Sandusky	OH	44870	08007809385001336183
103	FEOH	355 W Perkins Ave	Sandusky	OH	44870	08007809385001336184
104	FEOH	240 W Perkins Ave	Sandusky	OH	44870	08007809385001336185
105	FEOH	101 E Perkins Ave	Sandusky	OH	44870	08007809385001336186
106	FEOH	315 E Perkins Sve	Sandusky	OH	44870	08007809385001336187
107	FEOH	2917 Milan Rd	Sandusky	OH	44870	08021934030000588983
108	FEOH	607 E Water St	Sandusky	OH	44870	08022224495001378203
109	FEOH	115 Shelby St	Sandusky	OH	44870	08022455615000017225
110	FEOH	1815 W Adams St	Sandusky	OH	44870	08022521290000580799
111	FEOH	201 E Boalt St	Sandusky	OH	44870	08022653890000572340
112	FEOH	222 Meigs St	Sandusky	OH	44870	08028804385000078352
113	FEOH	1702 Cleveland Rd	Sandusky	OH	44870	08028804385000344565
114	FEOH	2427 First St	Sandusky	OH	44870	08031785070000572953
115	FEOH	123 W Follett St	Sandusky	OH	44870	08031785075000326314
116	FEOH	524 Elm St	Sandusky	OH	44870	08031785075000344522
117	FEOH	1631 Hayes Ave	Sandusky	OH	44870	08031785075000357225
118	FEOH	5 Cedar Point Rd	Sandusky	OH	44870	08031785075000377392
119	FEOH	1803 George St	Sandusky	OH	44870	08031785075001271216
120	FEOH	202 W Shoreline Dr	Sandusky	OH	44870	08031785075001313740
121	FEOH	107 E Shoreline Dr	Sandusky	OH	44870	08031785075001313742
122	FEOH	2724 Milan Rd	Sandusky	OH	44870	08031785075001370517

AGREED.

Accepted by Buyer: _____ CITY MANAGER 11/10/26

Name: JOHN ORTECH **Title** **Date**

DocuSigned by:

Accepted by Seller: Evan Bollie Vice President, C&I Sales 11/16/2026

814BA7169C7D409...

Name: Evan Bollie **Title** **Date**

Approved as to Form _____

Melanie Murray, Assistant Law Director

FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: Michelle Reeder, Finance Director

DATE: November 10, 2026

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #4 to the 2026 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the 2026 budget for these funds:

- Court Computerization
- State Grant Fund
- Sewer Fund
- State Patrol Transfer
- Special Assessments – Non-City

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance, and have it take immediate effect under Section 14 of the City Charter, so that the budget amendments can be entered into the financial system and purchases can be made to continue the flow of city operations.

I concur with this recommendation:

_____ _____

John Orzech
City Manager

Michelle Reeder
Finance Director

Cc: Stewart Hastings, Law Director

ORDINANCE NO._____

AN ORDINANCE ADOPTING AMENDMENT NO. 4 TO ORDINANCE NO. 26-017 PASSED BY THIS CITY COMMISSION ON JANUARY 26, 2026, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission adopted Amendment No. 1 to Ordinance No. 26-017 to cover deficiencies or needs which existed in the Street and Federal Grants Funds by Ordinance No. 26-037, passed on February 23, 2026; and

WHEREAS, the City Commission adopted Amendment No. 2 to Ordinance No. 26-017 to cover deficiencies or needs which existed in the Street and Federal Grants Funds by Ordinance No. 26-037, passed on February 23, 2026; and

WHEREAS, the City Commission adopted Amendment No. 3 to Ordinance No. 26-017 to cover deficiencies or needs which existed in the General, Federal Grants, Enforcement & Education, Capital Improvements, General Bond Retirement, Center Public Improvement TIF, Cooke Building Improvement TIF, Sewer, and General Trust Funds Street and Federal Grants Funds by Ordinance No. 26-154, passed on September 14, 2026; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the Court Computerization, State Grants, Sewer, State Patrol Transfer, and Special Assessments (non-City) Funds; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter so the amendments can be entered into the City's financial system to prevent delays in the use of the funds and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 26-017 passed by this City Commission on the 26th day of January, 2026, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
COURT COMPUTERIZATION	**-**	**9,500**	**9,500**
STATE GRANTS	**-**	**590,000**	**590,000**

SEWER FUNDS	**(185,000)**	**1,261,500**	**1,076,500**
STATE PATROL TRANSFER	**-**	**19,600**	**19,600**
SPECIAL ASSESSMENTS- Non-City	**-**	**10,855**	**10,855**
TOTAL ALL FUNDS	**(185,000)**	**1,891,455**	**1,706,455**

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

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

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5776
www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: Michelle Reeder, Finance Director

DATE: November 10, 2026

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

An ordinance authorizing the City Manager to enter into an agreement for 2026-2027 property, casualty, cyber and liability insurance with Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, and to expend funds in an amount not to exceed $443,500.

BACKGROUND INFORMATION:

The City has utilized Rinehart Insurance Agency since December 1, 2020. Rinehart Insurance requested insurance quotes where Selective Insurance, EMC Insurance and McGowan Governmental Underwriters declined to quote. We received quotes from the Ohio Plan and Traveler's Insurance. Ohio Plan's quote resulted in a premium increase of 8.8%, while Traveler's Insurance quote resulted in a 32.5% increase when compared to last year's premium.

BUDGETARY INFORMATION:

The City's total cost for the December 1, 2026 through November 30, 2027 insurance period will be an amount not to exceed $443,500. The insurance renewal is $433,269 and we are requesting an additional $10,231 in coverage as needed for special events and the Recreation Center when completed in 2027. This insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, & golf course liquor liability coverage. Based on exposures, the cost will be distributed to the General Fund ($283,840), Street Fund ($46,124), Water Fund ($55,437.50), and Sewer Fund ($58,098.50).

The prior year insurance ordinances were:

Ord. 25-272: $407,371 (2.7% increase)

Ord. 24-232: $390,000 (4% increase)

Ord. 23-222: $375,000 (5.63% increase)

Ord. 22-231: $355,000 (5.97% increase)

Ord. 21-181: $335,000 (3.08% increase)

Ord. 20-162: $325,000 (-25.29% *decrease*)

Ord. 19-194: $435,000

ACTION REQUESTED:

The City Commission is requested to approve legislation to authorize the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency for the property, casualty, cyber and liability insurance package for 2026-2027 and authorize payment at an amount not to exceed $443,500. It is requested that the City Commission enact the required legislation under suspension of the rules in accordance with Section 14 of the City Charter to avoid any lapse in coverage.

I concur with this recommendation:

_____	_____
John Orzech	Michelle Reeder
City Manager	Finance Director

CC: Stewart Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Property & Casualty Insurance

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 #110-7900-53002, 216-6200-53002, 612-5900-53002, 613-5900-53002

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/17/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RINEHART WALTERS-DANNER INSURANCE AGENCY OF MANSFIELD, OHIO, FOR PROPERTY, CASUALTY AND LIABILITY INSURANCE FOR THE PERIOD OF DECEMBER 1, 2026, THROUGH NOVEMBER 30, 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2020, the City accepted six (6) proposals for property, casualty and liability insurance and a selection committee determined Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, had the best proposal; and

WHEREAS, this insurance proposal covers property, general liability, automotive, umbrella, cyber, crime, golf course and liquor liability coverage; and

WHEREAS, in the past, the City Commission approved agreements for property, casualty, cyber and liability insurance as follows:

Ordinance No. 25-272	$407,371 (2.70% increase)
Ordinance No. 24-232	$390,000 (4.00% increase)
Ordinance No. 23-222	$375,000 (5.63% increase)
Ordinance No. 22-231	$355,000 (5.97% increase)
Ordinance No. 21-181	$335,000 (3.08% increase)
Ordinance No 20-162	$325,000 (-25.29% decrease)
Ordinance No. 19-194	$435,000

WHEREAS, the cost for insurance for the period of December 1, 2026, through November 30, 2027, is not to exceed $443,500.00, which includes the premium cost of $433,269.00 plus a contingency amount of $10,231.00 for special events and the Recreation Center when completed in 2027, and will be paid with General Funds in the amount of $283,840.00, Street Funds in the amount of $46,124.00, Water Funds in the amount of $55,437.50, and Sewer Funds in the amount of $58,098.50; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner and avoid any lapse in coverage; 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 authorizes and directs the City Manager to enter into an agreement with Rinehart Walters-Danner Insurance Agency of

Mansfield, Ohio, for property, casualty and liability insurance for the period of December 1, 2026, through November 30, 2027, consistent with the proposal submitted by Rinehart Walters-Danner Insurance Agency on file in the office of the Director of Finance.

Section 2. This City Commission authorizes and directs the City Manager and/or Finance Director to make payment to Rinehart Walters-Danner Insurance Agency of Mansfield, Ohio, for property, casualty and liability insurance in an amount **not to exceed** Four Hundred Forty-Three Thousand Five Hundred and 00/100 Dollars ($443,500.00) for coverage for the period beginning December 1, 2026, through November 30, 2027.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager
From: Colleen M. Gilson, Community Development Director
Date: November 16, 2026
Subject: Commission Agenda Item – Sale of Property 802 South Meadow Drive PP# 60-00043.068

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the "Agreement") with Richard and Mary Beth Henderson (the "Buyers") for the sale of the vacant lot at 802 South Meadow Drive PP# 60-00043.068 in the Cold Creek Crossing Subdivision (the "Property").

Background Information: The City of Sandusky entered into an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, for the marketing and sale of 9 vacant parcels of land in the Cold Creek Crossing Subdivision. The lots were listed in November 11, 2026 and a full price offer was received for the lot at 802 South Meadow Drive PP#60-00043.068 in the amount of $35,900. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

Budgetary Information: The sales price per the Agreement is $35,900. The City will be responsible for paying associated fees as described in the agreement. The funds will be paid through closing. The balance of funds will be deposited into the Real Estate Development or Land Bank Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and Richard and Mary Beth Henderson and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by December 4, 2026.

I concur with this recommendation:

_____
John Orzech
City Manager

cc: Stewart Hasting, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY, IDENTIFIED IN PARCEL NO. 60-00043.068, LOCATED AT 802 SOUTH MEADOW DRIVE, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THE REAL PROPERTY TO RICHARD AND MARY BETH HENDERSON; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2015, the City acquired forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which were encumbered by assessment liens and deed restrictions related to the construction of the subdivision and were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

WHEREAS, in 2022, twenty-four (24) lots were sold to Paragon Principal Capital Ohio, LLC, for the purpose of development and pursuant to the terms of the Purchase and Sales Agreements the Developer was required to commence or complete construction within a certain time period or the City could retained the right to re-enter and take possession and title to the remaining lots without a completed house; and

WHEREAS, on April 21, 2026, a Memorandum of Understanding was executed between the City and Paragon Principal Capital Ohio, LLC, designating nine (9) lots that would be deeded back to the City; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process for the marketing and sale of the nine (9) City owned parcels for residential development located in the Cold Creek Crossing Subdivision, which included Parcel No. 60-00043.068, the City Commission approved an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Group, of Castalia, Ohio, by Ordinance No. 26-203, passed on November 9, 2026; and

WHEREAS, Richard and Mary Beth Henderson desire to purchase Parcel No. 60-00043.068, located at 802 South Meadow Drive in Cold Creek Crossing subdivision, at the purchase price of $35,900.00 and agree to commence construction of one (1) single-family residential dwelling on the property within two (2) years of purchase date and complete construction within twelve (12) months; and

WHEREAS, the City will be responsible for broker commission and associated fees which will be paid through closing, and the balance of funds will be deposited into the Real Estate Development Fund or Land Bank Fund as appropriate; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing on or before December 4, 2026, pursuant to the agreement, and within (30) days as usual and customary in the sale of real estate; and

WHEREAS, in that it is deemed necessary in order to provide for the

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 60-00043.068, located at 802 South Meadow Drive in the Cold Creek Crossing Subdivision, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Richard and Mary Beth Henderson for the sale of Parcel No. 60-00043.068 located at 802 South Meadow Drive, Sandusky, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the sale of Parcel No. 60-00043.068 located at 802 South Meadow Drive in Sandusky.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

Exhibit A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being Sublot 68 in Cold Creek Crossing Subdivision Phase I as recorded in Volume 43 of Plats, Pages 82 & 83, Erie County, Ohio Plat Records.

Previous restrictions filed as Erie County Recording Number 202208689 merge out.

Permanent Parcel No: 60-00043.068

dotloop signature verification: dtlp.us/rRLf-0lEQ-yWRu

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 18th day of November 2026, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, 44870 hereinafter referred to as the "Seller" and Richard M. Henderson and Mary Beth Henderson (jointly and severally, if applicable) hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, an unimproved parcel of real property known as Lot Number 68 located on 802 South Meadow Dr in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. 60-00043.068, and more fully described in the legal description marked Exhibit "A" and attached hereto (the "Property").

2. The total purchase price for the Property shall be Thirty-Five Thousand Nine Hundred Dollars ($35,900.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

   i. $5,000.00 earnest money deposit, which shall be credited to the Purchase Price at Closing, shall be deposited into escrow by Purchasers upon the full execution of this Agreement.

   ii. The balance shall be paid in cash or cash equivalent at Closing.

3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions is attached hereto and incorporated herein as Exhibit "B."

4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all the Seller's interest in and to the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all the taxes and assessments due and payable after the date of Closing.

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5. Purchasers agree to construct one (1) single-family residential dwelling on the Property. Commencement of construction shall occur within two (2) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchasers fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

6. Purchasers, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

7. The Closing date of this transaction shall be no later than sixty (60) days from full execution of this Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be ACT/Fidelity National Title, 4400 Timber Commons Drive, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. On the closing date, the escrow agent shall first pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

9. The expenses of closing shall be paid in the following manner:

   i. The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.

   ii. The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.

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iii. Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.

iv. The cost of transfer and recording of the deed shall be paid by Purchasers.

v. Any conveyance fee or tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.

vi. Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

11. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchasers' intended use.

12. In the event that the Purchasers breach this Agreement, the earnest money deposited shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein or in an amendment signed by all the parties hereto.

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

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

16. This Agreement shall be governed by the laws of the State of Ohio with jurisdiction in Erie County, Ohio.

17. Time is of the essence.

SIGNATURE PAGES TO FOLLOW

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SELLER:

CITY OF SANDUSKY

Dated: _____, 20_ By: X_____

Name: _____

Title: _____

PURCHASERS:

Dated: _____, 20__ X Richard M. Henderson dotloop verified 11/18/26 1:06 PM EST WKAT-CZHF-CYQO-Q9VO

Printed Name: Richard M. Henderson

X Mary Beth Henderson dotloop verified 11/18/26 12:37 PM CST T9K0-XZRV-ALQ2-RBVL

Printed Name: Mary Beth Henderson

Address: 6124 N. Imperial Dr.

Peoria, IL 61614

Phone #: 330-234-0529

Email: mhenders40@gmail.com

Approved as to Form:

_____

Law Director, City of Sandusky

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EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio:

[Lot 68 legal description to be provided by title]

Property Address: **802 South Meadow Dr, Sandusky, Ohio 44870**
Tax ID No: **60-00043.068**

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RN 200312407 Page 1 of 7
ERIE COUNTY OHIO RECORDER
Tish Fraley 7P
RECORDING FEE: 34.00
CTR Date 06/27/2003 Time 13:44:58

MIDLAND TITLE SECURITY, INC.
468064

DEED RESTRICTIONS
COLD CREEK SUBDIVISION
SANDUSKY, ERIE COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that the Cold Creek Development Co., Ltd an Limited Liability Company organized under the laws of the State of Ohio, whose principal place of business is in the City of Sandusky, County of Erie and State of Ohio, the Grantor, all reference herein to which shall be held to include its designees, successors and assigns, with reference to the following property:

Lot numbers one (1) through ninety-five (95) of the Cold Creek Subdivision on file with the Erie County Recorder.

For its benefit and for the benefit of its heirs, assigns, and grantees hereby reserves and subjects the property listed herein and any later subdivisions thereof to the following restrictions that shall run with the land and be binding upon all subsequent purchasers conveyed.

PROTECTIVE COVENANTS AND RESTRICTIONS

This conveyance and the rights of grantee under it are subject to the following restrictions, which are part of a general plan to maintain residential standards in the subdivision. The other lots in the subdivision are subject to similar restrictions.

(A) No lot shall be used except for residential purposes. All buildings constructed on the Subdivision for use as single-family dwellings shall have the following minimum footprint, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

(i) One-story-1200 square feet;
(ii) One and ½ story-800 square feet on the main floor
(iii) Two-story-700 square feet on the main floor; and
(iv) All other, including split levels-1200 square feet, except patio homes, which shall have a minimum of 1200 square feet; provided, that because of the different sizes and characters of Lots that may be in the Additional Property, different minimum footprints may be established for such Lots in supplemental declarations subjecting those Lots to this plan.

No building constructed on the Subdivision for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Subdivision at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Grantor may impose on any particular Lot or

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Lots. All buildings constructed on the Subdivision for use as a single-family dwelling shall include as part of the construction a two (2) car attached garage.

(B) No excavation, building, or other structure or thing, including a fence, shall be commenced, built, or installed, nor shall any addition, change, or alteration to any structure on any lot be made, unless plans and specifications, including location, elevations, slopes, landscaping, and grades, have been submitted to, and approved in writing by, the Grantor or its designee.

Neither Grantor or its designee nor any member of any property owner's association designated by the Grantor to review such plans and specifications nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Grantor or its designees, covenants by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

An owner of any Lot shall cause any improvement thereon to be diligently pursued to completion, including the installation of approved landscaping and a lawn, within eighteen (18) months after the date of construction was commenced. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the Grantor or its designee, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of $50 per day that the construction remains incomplete after the date required herein.

(C) No building shall be located on any lot nearer to the front lot line or to a side street than the minimum setback lines shown on the recorded subdivision plat. Eaves and steps shall not be considered in determining compliance with setback lines, but this shall not be construed to permit encroachment by any part of a structure on another's land.

(D) No obnoxious or offensive activity, and no activity which is or may become an annoyance or nuisance to the neighborhood, shall be carried on or permitted on any lot.

(E) No trailer, basement, tent, shack, garage, barn, outbuilding, or temporary structure shall be used on any lot as a temporary or permanent residence.

(F) No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot, other than cats, dogs, or other household pets not raised, bred, or kept for a commercial purpose.

(G) No soil shall be removed for any commercial purpose.

(H) No lot shall be used or maintained as a dumping ground. Trash, garbage, garden waste, and other rubbish and waste shall be placed in proper containers for

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collection. Incinerators, trash cans, and other equipment for storing or disposing of rubbish and waste shall be kept clean.

(I) No fence, wall, or planting which obstructs sight lines between the heights of two and six feet shall be placed on any lot nearer than twenty-five feet from the intersection of the centerlines of two streets or alleys, or nearer than twenty-five feet from the point where a driveway enters a street, or otherwise so as to obstruct the view of a driver approaching an intersection or driveway or entering a street from a driveway.

(J) No motor vehicle, motor home, or other motor-driven vehicle in inoperable condition shall be parked on a lot, or on a street abutting a lot, for longer than thirty days, after which time the vehicle shall be considered a nuisance and removed from the lot. Recreational vehicles including campers, motor homes, boats and boat trailers, personal watercraft and personal watercraft trailers, and buses converted for recreational use shall not be parked between the right of way and the front of the main structure on a lot. On corner lots, recreational vehicles shall also not be parked in the side yard adjacent to the right of way. A minimum setback of three feet in width shall be maintained between recreational vehicles and the lot line of any side yard or rear yard.

(K) No sign of any kind shall be displayed on any lot, except for one sign of not more than five square feet to advertise the property for sale or rent, and except for promotional signs used by a builder during construction.

(L) Any fuel tank on a lot shall be placed underground or inside a dwelling. This restriction does not apply to a propane tank system installed by a public utility or its subsidiary.

(M) Each Lot owner agrees to maintain the Common Property between their Lot and the roadway curb, including, but not limited to, installation and maintenance of five foot sidewalks, the installation and maintenance of landscaping and /or a lawn, and the maintenance of trees in the boulevard along the street line originally supplied and installed by the Grantor. Trees shall be planted along the street on every lot in front of the house at locations and intervals so as to cause the least interference with street lighting and underground utilities. In the event that the trees supplied are in need of replacement the cost thereof shall be the responsibility of the lot owner and the replacement tree shall be of the same type as the original and the size of the replacement tree shall be of such height so as to substantially blend in with the surrounding trees.

(N) In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of two (2) inches or more shall be destroyed or removed from the Subdivision unless approved by the Grantor or its designee, in connection with their approval of the plans and specifications of the construction of improvements on the Subdivision or otherwise with the prior express written consent of the Grantor or its designee. In the event of a violation of this subparagraph, Grantor or its designee, may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or

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destruction shall be liable for the cost of the replacement and the cost may be collected through all legal means including placing a lien against the lot owners real property.

(O) Each records owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Cold Creek Property Owner's Association or its successor. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

(i) The Property Association shall be known as the Cold creek Property Owner's Association and have the rights, powers, and duties established, invested, or imposed pursuant hereto, it Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein and in the design standards, own, maintain and operate the Common Property, dedicate public streets and thoroughfares, assume and fulfill its responsibilities hereunder, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, file property liens, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes. The property owner's association shall be formed, directed, and managed by a Board of Trustees consisting of three members who shall be property owners in said allotment, which Trustees shall be actual residents of said allotment except those Trustees who maybe such temporarily by virtue of representation of the Grantor during the period of the development of said allotment. The Grantor shall appoint the first members of the Board of Trustees. Thereafter the Trustees shall fill any vacancy on the Board of Trustees through the selection of a replacement by a majority vote of the trustees.

(ii) Voting rights of members shall be as provided in the Association's Code of Regulations.

(P) Violation or breach of any restriction contained herein shall give to the Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees the right, but not the obligation, to enter the property involved and correct the violation at the expense of the owner or owners of the property involved, the cost of which may be assessed and collected as a special individual Lot assessment.

(Q) Notwithstanding any other provision hereof, neither Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees shall owe a duty to any Lot owner,

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or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and the irrespective personal representatives, heirs, successors, and assigns hereby waive any claim against Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees and the respective successors and assigns and release Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees, and their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

(R) The Grantor reserves the sole right to grant consents for the construction and operation of public utility facilities in and upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

(S) The Grantor reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

(T) The Grantor reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or sub-surface, which in the opinion of the Grantor are necessary in the Subdivisions of which the premises hereby conveyed are a part; and future Grantees agree to and by virtue of these restrictions do hereby consent to and affirm any agreements that may be entered into between the Grantor and any public authorities with respect to the installation of said improvements and with respect to binding any future Grantee and the premises hereby conveyed for the payment of the cost of said improvements, and future Grantee herein expressly agrees to pay their share of the cost chargeable to their property, and by these presents does hereby waive all notice with reference to said petitions, and hereby consents to all other acts and things that may be necessary in the matter, and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the Grantor in regard thereto.

(U) Grantor reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot designated as easements on the plat of the Subdivision, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or any other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been reserved;

Every Lot and the Common Property shall be burdened with easements for natural drainage of storm water runoff from other portions of Cold Creek Subdivision; provided, no person shall alter the natural drainage on any Lot so as to materially increase the

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drainage of storm water onto adjacent property without the consent of the owner of the affected property.

The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

(V) These restrictions run with the land, shall bind all parties and persons claiming under them for thirty years from the date these covenants are recorded, and shall be extended automatically for successive ten-year periods thereafter, unless prior to the expiration of any such period a majority of the then owners of the lots executes and records an instrument amending or extinguishing these covenants in whole or in part.

(W) These declaration, or any provision of it, may be terminated, modified, extended, amended, or revoked as to the whole or any portion of the Subdivision:

a) By Grantor, its successors or assigns, so long as it owns a Lot, to the extent necessary or desirable to correct typographical or factual errors or omissions, if any, to meet the requirements, rules or regulations of any local, state or federal governmental entity, agency or body, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof.

b) With the approval of Lot owners holding not less than a majority of the voting power of the Lot owners in the Association, provided that any such amendment during the first fifteen (15) years after the date of the recording hereof must also be approved by Grantor or its successor or assign.

An amendment to these restrictions adopted with the consent(s) aforesaid, shall be executed with the same formalities as to execution as these restrictions by the President and Secretary of the Cold Creek Property Owner's Association, if done pursuant to Section (b), and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Erie County, Ohio. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Lots. Lot Owners, their families, guests, invitees and their respective heirs, successors and assigns.

(X) A lot owner or other party in interest may enforce these restrictions in an action for damages or for an injunction to restrain violations against any person violating or attempting to violate these restrictions. A failure to object to a violation or enforce a restriction shall not constitute a waiver of the right to do so thereafter with respect to the same or subsequent violations.

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Invalidation of any restriction by a court shall not affect the other restrictions which shall remain in force.

(Y) In the event all or part of the subdivision is resubdivided, these restrictions shall apply to each lot in the resubdivision as if it were the original subdivision. These restrictions shall not apply to any areas designated as reserves in the original subdivision or a resubdivision.

WITNESS EXECUTION HEREOF, this 21st day of May, 2003.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Grantor: Cold Creek Development Co., Ltd.

Tamara A. Pahl

Duffield E. Milkie

Managing Member
Joseph F. Yost III
Its: Managing Member

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

Before me, a Notary Public for said county and state, personally appeared Joseph F. Yost III, the Managing Member of Cold Creek Development Co., Ltd., an Ohio Limited Liability Company, who did sign this instrument on behalf of the Cold Creek Development Co., Ltd., and who acknowledged that he was fully authorized to do so and did execute the foregoing instrument as his free act and deed, as Managing Member, and the free act and deed of Cold Creek Development Co., Ltd.

In witness whereof, I have hereunto set my hand and seal at Sandusky, Ohio this 21st day of May, 2003.

Duffield E. Milkie
Notary Public

Duffield E. Milkie
Notary Public, State of Ohio
My Commission Has No Expiration Date

This instrument prepared by Duffield E. Milkie of the law firm Buckingham, Lucal, McGookey & Zeiher Co., L.P.A., 414 Wayne Street, Sandusky, OH 44870

COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager
From: Colleen M. Gilson, Community Development Director
Date: November 16, 2026
Subject: Commission Agenda Item – Sale of Property 733 Walnut Ridge Lane PP#60-00043.053

Items for Consideration: Legislation authorizing the City Manager to enter into a Purchase and Sale Agreement (the "Agreement") with Stephanie and Gregory Hall (the "Buyers") for the sale of the vacant lot at 733 Walnut Ridge Lane PP#60-00043.053 in the Cold Creek Crossing Subdivision (the "Property").

Background Information: The City of Sandusky entered into an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Castalia, Ohio, for the marketing and sale of 9 vacant parcels of land in the Cold Creek Crossing Subdivision. The lots were listed in November 11, 2026 and a full price offer was received for the lot at 733 Walnut Ridge Lane PP#60-00043.053in the amount of $36,900. Buyers, and their successors in title, agree to construct one (1) single-family residential dwelling on the Property. Commencement of construction of the single-family residential dwelling shall occur within two (2) years from original purchase date of the Property and Purchaser shall endeavor to complete construction within twelve (12) months of start of construction.

Budgetary Information: The sales price per the Agreement is $36,900. The City will be responsible for paying associated fees as described in the agreement. The funds will be paid through closing. The balance of funds will be deposited into the Real Estate Development or Land Bank Fund.

Action Requested: It is requested that legislation be passed approving the Agreement between the City and Stephanie and Gregory Hall and for the City Manager to be permitted to execute any and all documents to effectuate the transfer. Further it is requested that the legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure closing on the property by December 3, 2026.

I concur with this recommendation:

_____
John Orzech
City Manager

cc: Stewart Hasting, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY, IDENTIFIED IN PARCEL NO. 60-00043.053, LOCATED AT 733 WALNUT RIDGE LANE, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SALE OF THE REAL PROPERTY TO GREGORY AND STEPHANIE HALL; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2015, the City acquired forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which were encumbered by assessment liens and deed restrictions related to the construction of the subdivision and were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

WHEREAS, in 2022, twenty-four (24) lots were sold to Paragon Principal Capital Ohio, LLC, for the purpose of development and pursuant to the terms of the Purchase and Sales Agreements the Developer was required to commence or complete construction within a certain time period or the City could retained the right to re-enter and take possession and title to the remaining lots without a completed house; and

WHEREAS, on April 21, 2026, a Memorandum of Understanding was executed between the City and Paragon Principal Capital Ohio, LLC, designating nine (9) lots that would be deeded back to the City; and

WHEREAS, subsequent to a Request for Qualifications (RFQ) process for the marketing and sale of the nine (9) City owned parcels for residential development located in the Cold Creek Crossing Subdivision, which included Parcel No. 60-00043.053, the City Commission approved an Exclusive Right to Sell Agreement with Lake Erie Luxe Group, eXp Realty of Group, of Castalia, Ohio, by Ordinance No. 26-203, passed on November 9, 2026; and

WHEREAS, Gregory and Stephanie Hall desire to purchase Parcel No. 60-00043.053, located at 733 Walnut Ridge Lane in Cold Creek Crossing subdivision, at the purchase price of $36,900.00 and agree to commence construction of one (1) single-family residential dwelling on the property within two (2) years of purchase date and complete construction within twelve (12) months; and

WHEREAS, the City will be responsible for broker commission and associated fees which will be paid through closing, and the balance of funds will be deposited into the Real Estate Development Fund or Land Bank Fund as appropriate; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing on or before December 3, 2026, pursuant to the agreement, and within (30) days as usual and customary in the sale of real estate; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 60-00043.053, located at 733 Walnut Ridge Lane in the Cold Creek Crossing Subdivision, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase and Sale Agreement with Gregory and Stephanie Hall for the sale of Parcel No. 60-00043.053 located at 733 Walnut Ridge Lane, Sandusky, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose.

Section 3. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the sale of Parcel No. 60-00043.053 located at 733 Walnut Ridge Lane in Sandusky.

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

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

Exhibit A

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being Sublot 53 in Cold Creek Crossing Subdivision Phase I as recorded in Volume 43 of Plats, Pages 82 & 83, Erie County, Ohio Plat Records.

Previous restrictions filed as Erie County Recording Number 202304856 merge out.

Permanent Parcel No: 60-00043.053

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PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 11/18/2026, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Avenue, Sandusky, 44870 hereinafter referred to as the "Seller" and Gregory and Stephanie Hall (jointly and severally, if applicable) hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, an unimproved parcel of real property known as Lot Number 53 located on 733 Walnut Ridge Ln in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. 60-00043.053, and more fully described in the legal description marked Exhibit "A" and attached hereto (the "Property").

2. The total purchase price for the Property shall be Thirty six thousand Nine Hundred and 00/100 Dollars ($36,900.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

   i. $1,000 earnest money deposit, which shall be credited to the Purchase Price at Closing, shall be deposited into escrow by Purchasers upon the full execution of this Agreement.

   ii. The balance shall be paid in cash or cash equivalent at Closing.

3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions is attached hereto and incorporated herein as Exhibit "B."

4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all the Seller's interest in and to the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all the taxes and assessments due and payable after the date of Closing.

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5. Purchasers agree to construct one (1) single-family residential dwelling on the Property. Commencement of construction shall occur within two (2) years from purchase of the Property and construction of the residential dwelling shall be completed within twelve (12) months of start of construction. If the Purchasers fail to commence or complete construction within the time periods required herein, the Seller shall have the right to re-enter and take possession and title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky.

6. Purchasers, and their successors in title, shall not be eligible to receive funding through the Sandusky Housing Development and Beautification Program for use at the Property.

7. The Closing date of this transaction shall be no later than sixty (60) days from full execution of this Purchase Agreement or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be ACT/Fidelity National Title, 4400 Timber Commons Drive, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. On the closing date, the escrow agent shall first pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

9. The expenses of closing shall be paid in the following manner:

   i. The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.

   ii. The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.

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iii. Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.

iv. The cost of transfer and recording of the deed shall be paid by Purchasers.

v. Any conveyance fee or tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.

vi. Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

11. The Purchasers have examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of the Property or the fitness of the Property for Purchasers' intended use.

12. In the event that the Purchasers breach this Agreement, the earnest money deposited shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein or in an amendment signed by all the parties hereto.

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

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

16. This Agreement shall be governed by the laws of the State of Ohio with jurisdiction in Erie County, Ohio.

17. Time is of the essence.

SIGNATURE PAGES TO FOLLOW

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SELLER:

CITY OF SANDUSKY

Dated: _____, 20_ By: X_____

Name: _____

Title: _____

PURCHASERS:

Dated: _____, 20__

X Gregory Hall dotloop verified 11/18/26 8:01 PM EST ARJU-ND8B-CILO-TPFU

Printed Name: Gregory Hall

X Stephanie Hall dotloop verified 11/18/26 8:05 PM EST RU06-EPWA-QSG2-YETQ

Printed Name: Stephanie Hall

Address: 200 N Graytwn Rd

Graytown, Ohio 43432

Phone #: 419-474-7228 419-271-4495

Email: Greghall2000@yahoo.com

Steph43613@yahoo.com

Approved as to Form:

_____

Law Director, City of Sandusky

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EXHBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being Lot Number Fifty Three (53) in Cold Creek Crossing Subdivision Phase I as recorded in Plat Volume 43, Pages 82 & 83, Erie County, Ohio Records.

Property Address:	**733 Walnut Ridge Ln, Sandusky, Ohio 44870**
Tax ID No:	**60-00043.053**

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RN 200312407 Page 1 of 7
ERIE COUNTY OHIO RECORDER
Tish Fraley 7P
RECORDING FEE: 34.00
CTR Date 06/27/2003 Time 13:44:58

MIDLAND TITLE SECURITY, INC.
468047

DEED RESTRICTIONS
COLD CREEK SUBDIVISION
SANDUSKY, ERIE COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, that the Cold Creek Development Co., Ltd an Limited Liability Company organized under the laws of the State of Ohio, whose principal place of business is in the City of Sandusky, County of Erie and State of Ohio, the Grantor, all reference herein to which shall be held to include its designees, successors and assigns, with reference to the following property:

Lot numbers one (1) through ninety-five (95) of the Cold Creek Subdivision on file with the Erie County Recorder.

For its benefit and for the benefit of its heirs, assigns, and grantees hereby reserves and subjects the property listed herein and any later subdivisions thereof to the following restrictions that shall run with the land and be binding upon all subsequent purchasers conveyed.

PROTECTIVE COVENANTS AND RESTRICTIONS

This conveyance and the rights of grantee under it are subject to the following restrictions, which are part of a general plan to maintain residential standards in the subdivision. The other lots in the subdivision are subject to similar restrictions.

(A) No lot shall be used except for residential purposes. All buildings constructed on the Subdivision for use as single-family dwellings shall have the following minimum footprint, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

(i) One-story-1200 square feet;
(ii) One and ½ story-800 square feet on the main floor
(iii) Two-story-700 square feet on the main floor; and
(iv) All other, including split levels-1200 square feet, except patio homes, which shall have a minimum of 1200 square feet; provided, that because of the different sizes and characters of Lots that may be in the Additional Property, different minimum footprints may be established for such Lots in supplemental declarations subjecting those Lots to this plan.

No building constructed on the Subdivision for use as a single family dwelling shall have a height greater than 35 feet, measured from the finish grade of the Subdivision at the main entrance of the building to the ridge of the roof or to any other element of the building (excluding chimneys, flues, and vents), or such other height as may be contained in any restriction that Grantor may impose on any particular Lot or

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Lots. All buildings constructed on the Subdivision for use as a single-family dwelling shall include as part of the construction a two (2) car attached garage.

(B) No excavation, building, or other structure or thing, including a fence, shall be commenced, built, or installed, nor shall any addition, change, or alteration to any structure on any lot be made, unless plans and specifications, including location, elevations, slopes, landscaping, and grades, have been submitted to, and approved in writing by, the Grantor or its designee.

Neither Grantor or its designee nor any member of any property owner's association designated by the Grantor to review such plans and specifications nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve the same. Every person and entity who submits plans and specifications to the Grantor or its designees, covenants by submission thereof, that he, she or it will not bring any action or suit against any of the foregoing to act or to recover any damages.

An owner of any Lot shall cause any improvement thereon to be diligently pursued to completion, including the installation of approved landscaping and a lawn, within eighteen (18) months after the date of construction was commenced. In the event construction of any improvement is not completed within the aforesaid time limits, or as extended by the Grantor or its designee, in their sole discretion (but only for good cause shown), the owner shall pay the Association as liquidated and agreed damages, since the ascertainment of actual damages would be difficult if not impossible to accurately ascertain, the sum of $50 per day that the construction remains incomplete after the date required herein.

(C) No building shall be located on any lot nearer to the front lot line or to a side street than the minimum setback lines shown on the recorded subdivision plat. Eaves and steps shall not be considered in determining compliance with setback lines, but this shall not be construed to permit encroachment by any part of a structure on another's land.

(D) No obnoxious or offensive activity, and no activity which is or may become an annoyance or nuisance to the neighborhood, shall be carried on or permitted on any lot.

(E) No trailer, basement, tent, shack, garage, barn, outbuilding, or temporary structure shall be used on any lot as a temporary or permanent residence.

(F) No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot, other than cats, dogs, or other household pets not raised, bred, or kept for a commercial purpose.

(G) No soil shall be removed for any commercial purpose.

(H) No lot shall be used or maintained as a dumping ground. Trash, garbage, garden waste, and other rubbish and waste shall be placed in proper containers for

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collection. Incinerators, trash cans, and other equipment for storing or disposing of rubbish and waste shall be kept clean.

(I) No fence, wall, or planting which obstructs sight lines between the heights of two and six feet shall be placed on any lot nearer than twenty-five feet from the intersection of the centerlines of two streets or alleys, or nearer than twenty-five feet from the point where a driveway enters a street, or otherwise so as to obstruct the view of a driver approaching an intersection or driveway or entering a street from a driveway.

(J) No motor vehicle, motor home, or other motor-driven vehicle in inoperable condition shall be parked on a lot, or on a street abutting a lot, for longer than thirty days, after which time the vehicle shall be considered a nuisance and removed from the lot. Recreational vehicles including campers, motor homes, boats and boat trailers, personal watercraft and personal watercraft trailers, and buses converted for recreational use shall not be parked between the right of way and the front of the main structure on a lot. On corner lots, recreational vehicles shall also not be parked in the side yard adjacent to the right of way. A minimum setback of three feet in width shall be maintained between recreational vehicles and the lot line of any side yard or rear yard.

(K) No sign of any kind shall be displayed on any lot, except for one sign of not more than five square feet to advertise the property for sale or rent, and except for promotional signs used by a builder during construction.

(L) Any fuel tank on a lot shall be placed underground or inside a dwelling. This restriction does not apply to a propane tank system installed by a public utility or its subsidiary.

(M) Each Lot owner agrees to maintain the Common Property between their Lot and the roadway curb, including, but not limited to, installation and maintenance of five foot sidewalks, the installation and maintenance of landscaping and /or a lawn, and the maintenance of trees in the boulevard along the street line originally supplied and installed by the Grantor. Trees shall be planted along the street on every lot in front of the house at locations and intervals so as to cause the least interference with street lighting and underground utilities. In the event that the trees supplied are in need of replacement the cost thereof shall be the responsibility of the lot owner and the replacement tree shall be of the same type as the original and the size of the replacement tree shall be of such height so as to substantially blend in with the surrounding trees.

(N) In order that the natural beauty of the Subdivision may be preserved, no living tree having a caliper measurement or diameter of two (2) inches or more shall be destroyed or removed from the Subdivision unless approved by the Grantor or its designee, in connection with their approval of the plans and specifications of the construction of improvements on the Subdivision or otherwise with the prior express written consent of the Grantor or its designee. In the event of a violation of this subparagraph, Grantor or its designee, may, at its option, cause any tree so removed or destroyed to be replaced with another tree and whoever has caused the removal or

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destruction shall be liable for the cost of the replacement and the cost may be collected through all legal means including placing a lien against the lot owners real property.

(O) Each records owner of a fee interest in a Lot, at the time he, she or it acquires such fee interest, shall automatically become a member of the Cold Creek Property Owner's Association or its successor. The membership of the owner of a Lot shall automatically terminate at such time as that Lot owner ceases to own a fee interest in a Lot.

(i) The Property Association shall be known as the Cold creek Property Owner's Association and have the rights, powers, and duties established, invested, or imposed pursuant hereto, it Articles of Incorporation, Code of Regulations, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio corporations not-for-profit. Among other things, the Association, through its trustees, shall have the power to enforce and administer the restrictions set forth herein and in the design standards, own, maintain and operate the Common Property, dedicate public streets and thoroughfares, assume and fulfill its responsibilities hereunder, provide security for the Subdivision, pledge assets and receivables, levy and collect assessments, file property liens, maintain reserves, enter into contracts, and take such other actions as the trustees deem appropriate in fulfilling the Association's purposes. The property owner's association shall be formed, directed, and managed by a Board of Trustees consisting of three members who shall be property owners in said allotment, which Trustees shall be actual residents of said allotment except those Trustees who maybe such temporarily by virtue of representation of the Grantor during the period of the development of said allotment. The Grantor shall appoint the first members of the Board of Trustees. Thereafter the Trustees shall fill any vacancy on the Board of Trustees through the selection of a replacement by a majority vote of the trustees.

(ii) Voting rights of members shall be as provided in the Association's Code of Regulations.

(P) Violation or breach of any restriction contained herein shall give to the Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees the right, but not the obligation, to enter the property involved and correct the violation at the expense of the owner or owners of the property involved, the cost of which may be assessed and collected as a special individual Lot assessment.

(Q) Notwithstanding any other provision hereof, neither Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees shall owe a duty to any Lot owner,

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or any party claiming through an owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and the irrespective personal representatives, heirs, successors, and assigns hereby waive any claim against Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees and the respective successors and assigns and release Grantor or its designee, successor, or assigns, including but not limited to the Cold Creek Property Owner's Association or any of its duly appointed committees, and their respective successors and assigns, from any liability arising from the failure to enforce the provisions hereof.

(R) The Grantor reserves the sole right to grant consents for the construction and operation of public utility facilities in and upon any and all highways now existing or hereafter established upon which any portion of said premises may now or hereafter front or abut.

(S) The Grantor reserves the sole and exclusive right to establish grades and slopes on the premises hereby conveyed, and to fix the grade at which any building shall be hereafter erected or placed thereon, so that the same may conform to a general plan.

(T) The Grantor reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or sub-surface, which in the opinion of the Grantor are necessary in the Subdivisions of which the premises hereby conveyed are a part; and future Grantees agree to and by virtue of these restrictions do hereby consent to and affirm any agreements that may be entered into between the Grantor and any public authorities with respect to the installation of said improvements and with respect to binding any future Grantee and the premises hereby conveyed for the payment of the cost of said improvements, and future Grantee herein expressly agrees to pay their share of the cost chargeable to their property, and by these presents does hereby waive all notice with reference to said petitions, and hereby consents to all other acts and things that may be necessary in the matter, and hereby authorizes and agrees to affirm and ratify all such agreements and acts on the part of the Grantor in regard thereto.

(U) Grantor reserves to itself and its successors and assigns a perpetual easement in, through, under and/or over those portions of each Lot designated as easements on the plat of the Subdivision, or where such rights-of-way are necessary, for the construction, operation and maintenance of electrical, telephone and cable lines and conduits and water, gas and sewer lines and conduits, or any other public utility facilities, and a street lighting system, and no structure shall be erected or maintained upon any part of any Lot over or upon which easements for the installation and maintenance of such public utilities and sewer lines have been reserved;

Every Lot and the Common Property shall be burdened with easements for natural drainage of storm water runoff from other portions of Cold Creek Subdivision; provided, no person shall alter the natural drainage on any Lot so as to materially increase the

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drainage of storm water onto adjacent property without the consent of the owner of the affected property.

The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

(V) These restrictions run with the land, shall bind all parties and persons claiming under them for thirty years from the date these covenants are recorded, and shall be extended automatically for successive ten-year periods thereafter, unless prior to the expiration of any such period a majority of the then owners of the lots executes and records an instrument amending or extinguishing these covenants in whole or in part.

(W) These declaration, or any provision of it, may be terminated, modified, extended, amended, or revoked as to the whole or any portion of the Subdivision:

a) By Grantor, its successors or assigns, so long as it owns a Lot, to the extent necessary or desirable to correct typographical or factual errors or omissions, if any, to meet the requirements, rules or regulations of any local, state or federal governmental entity, agency or body, to meet the requirements of any institutional lender, or to clarify or amplify upon any of the provisions hereof.

b) With the approval of Lot owners holding not less than a majority of the voting power of the Lot owners in the Association, provided that any such amendment during the first fifteen (15) years after the date of the recording hereof must also be approved by Grantor or its successor or assign.

An amendment to these restrictions adopted with the consent(s) aforesaid, shall be executed with the same formalities as to execution as these restrictions by the President and Secretary of the Cold Creek Property Owner's Association, if done pursuant to Section (b), and shall contain their certifications that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Erie County, Ohio. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Lots. Lot Owners, their families, guests, invitees and their respective heirs, successors and assigns.

(X) A lot owner or other party in interest may enforce these restrictions in an action for damages or for an injunction to restrain violations against any person violating or attempting to violate these restrictions. A failure to object to a violation or enforce a restriction shall not constitute a waiver of the right to do so thereafter with respect to the same or subsequent violations.

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Invalidation of any restriction by a court shall not affect the other restrictions which shall remain in force.

(Y) In the event all or part of the subdivision is resubdivided, these restrictions shall apply to each lot in the resubdivision as if it were the original subdivision. These restrictions shall not apply to any areas designated as reserves in the original subdivision or a resubdivision.

WITNESS EXECUTION HEREOF, this 21st day of May, 2003.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Grantor: Cold Creek Development Co., Ltd.

Tamara A. Pahl

Duffield E. Milkie

Managing Member
Joseph F. Yost III
Its: Managing Member

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

Before me, a Notary Public for said county and state, personally appeared Joseph F. Yost III, the Managing Member of Cold Creek Development Co., Ltd., an Ohio Limited Liability Company, who did sign this instrument on behalf of the Cold Creek Development Co., Ltd., and who acknowledged that he was fully authorized to do so and did execute the foregoing instrument as his free act and deed, as Managing Member, and the free act and deed of Cold Creek Development Co., Ltd.

In witness whereof, I have hereunto set my hand and seal at Sandusky, Ohio this 21st day of May, 2003.

Duffield E. Milkie
Notary Public

Duffield E. Milkie
Notary Public, State of Ohio
My Commission Has No Expiration Date

This instrument prepared by Duffield E. Milkie of the law firm Buckingham, Lucal, McGookey & Zeiher Co., L.P.A., 414 Wayne Street, Sandusky, OH 44870

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Department of Community Development

Division of Transit

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5715
www.cityofsandusky.com

To: John Orzech, City Manager

From: James A. Stacey III, Transit Administrator

Date: November 10, 2026

Subject: **Commission Agenda Item – Transportation Contract with Erie County Board of Developmental Disabilities**

Items for Consideration: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky / Sandusky Transit System and the Erie County Board of Developmental Disabilities.

Strategic Plan Alignment: Category: Municipal Services, Division of Transit

Specific Goal(s): Strengthening Strategic Partnerships.

Key Outcomes: The generation of contract revenue.

Background Information: The Sandusky Transit System (STS) has been providing transportation services to eligible individuals for the Erie Board of Developmental Disabilities for over two (2) decades. The current contract was effective on January 1, 2026, and will expire December 31, 2026.

The Erie County Board of Developmental Disabilities is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined to be eligible to use the transportation services provided by the Sandusky Transit System in accordance with individual's Most Valuable Person plans approved by the Erie County Board of Developmental Disabilities and the administrative rules established by the State of Ohio.

The Sandusky Transit System will provide safe, reliable transportation services to individuals served by the Erie Board of Developmental Disabilities throughout Erie County. These individuals are transported on schedules developed with input from various members of the individual's support team. This contract will be in effect for a term of one (1) year from January 1, 2027, through December 31, 2027. The Medicaid rate to be invoiced per passenger trip will be $27.75. Subsequently, $15.00 punch cards and $50.00 per monthly fixed route pass fare options will be offered, as specified in the Most Valuable Person (MVP) plan formerly known as the Individual's

Service Plan (ISP). STS will provide the Erie Board of Developmental Disabilities with reports, training records, and other information that is proposed in the contract.

Budgetary Information: STS will bill for trips consumed by individuals who are enrolled with Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used to meet the local match requirements to receive Federal Transit Administration (FTA) and Ohio Department of Transportation (ODOT) grant funding. This annual contract is expected to provide approximately 2,500 trips to those who are disabled and generate over $40,000 of revenue in 2027.

Action Requested: It is requested that legislation be adopted allowing the City Manager to enter a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2027, to December 31, 2027. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to execute the agreement in a timely manner as the prior agreement expires on December 31, 2026 and to continue services without interruption.

I concur with this recommendation:

_____	_____
John Orzech	Colleen Gilson
City Manager	Director of Community Development

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

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2027, THROUGH DECEMBER 31, 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Board of Developmental Disabilities (ECBDD) is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined to be eligible to utilize the public transportation services provided by the Sandusky Transit System in accordance with the Most Valuable Person (MVP) service plans approved by the ECBDD and the administrative rules established by the State of Ohio; and

WHEREAS, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals since 1993 and proposes to continue this service; and

WHEREAS, the Sandusky Transit System will receive $27.75 per trip from ECBDD pursuant to the proposed agreement and these funds received will be used as matching funds to receive Federal Transit Administration (FTA) and Ohio Department of Transportation (ODOT) grant funding; 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 as the prior agreement expires on December 31, 2026, and to continue services without interruption; and

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

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

Section 1. The City Manager be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2027, to December 31, 2027, 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.

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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES CONTRACT for NON-SPECIALIZED PROVIDERS

Provider Name: City of Sandusky
James Stacey, III

Address: 240 Columbus Avenue
Sandusky, OH 44870

Phone: 419-621-8462; 419-625-5848

Email: jstacey@ci.sandusky.oh.us

This Contract shall be in effect from **January 1, 2026** through **December 31, 2026**, unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible individuals, as indicated in the Ohio ISP and Support Budget.

Services:

Non Medical Transportation $27.75 per trip (to and from Goodwill only)

No services will be reimbursed at a rate higher than the Medicaid state rate.

EXHIBIT "A"

I. DEFINITIONS:

A. Individual means a person with a developmental disability, who is eligible to receive programs and services and who may also receive Individual Support Services through state and/or local County Board funds.
B. The Ohio ISP means a written description of the services, supports, and activities to be provided to an Individual, including the portion which identifies the Provider's specific duties and responsibilities relating to an Individual, according to requirements set forth in Applicable Requirements, which is approved by the Board.
C. Provider means an agency, business, or LLC who provides services to Individuals with Developmental Disabilities and the public.
D. Service and Support Administrator (SSA) means the Board employee(s) and/or person(s) who Contract with the Board who are responsible for service and support administration function for the Individual.

II. GENERAL TERMS AND AGREEMENTS:

A. The Provider understands that he/she is Contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD, while providing Ohio ISP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the I.R.S. and other applicable authorities.
B. The Provider understands the Erie County Board of DD, its staff, or management, does not assume any liability for the Provider's actions or the quality of care provided by the Provider, while he/she is delivering services.

C. There will be no reconciliation of this Contract, as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual, unless otherwise noted in the ISP.
D. The Provider shall provide notice of Major Unusual Incident(s) pertaining to the Individual, to the Erie County Board of DD's Investigative Agent immediately and shall provide other additional reports to the Erie County Board of DD and to such other persons and/or agencies, as is required by applicable federal and state laws.
E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices, on the basis of age, race, color, creed, disability, sex, or national origin.
F. Bill of Rights: The Provider shall comply with the Bill of Rights for Persons with Developmental Disabilities, as defined in Section 5123.62 of the O.R.C.
G. Records Retention: The Provider shall maintain all records and documentation related to the service(s) provided for a period of five (5) years. Financial records should be maintained for a period of time adhering to I.R.S. regulations, other federal/state requirements, and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by a signed Consent to Release Information form. If the Provider becomes aware of any improper use or disclosure of Protected Health Information (PHI) that is not specifically permitted for release by this Agreement, Provider shall immediately notify ECBDD. Provider shall notify ECBDD immediately upon discovery of any suspected security incidents and shall notify ECBDD of any investigation and final determination. Provider shall notify ECBDD of any HIPAA related audits and investigations.

III. WORK HOURS:

A. The Erie County Board of DD, Individuals, and families expect for supports and services to be provided, as agreed to in the Ohio ISP. The Provider will not be paid for missed service.

IV. RATES:

A. The Provider may choose to change their rate within the Contract year. An addendum to the Contract must be completed prior to the start of the revised rate.

V. PROCEDURES FOR PAYMENT:

A. The amount of money paid each month to the Provider shall not exceed the amount of money, per month, and/or year, as designated in this Contract and the Ohio ISP.
B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay Providers for services rendered; invoices will only be processed on a monthly basis, pursuant to the Erie County Auditor's procedures. Invoices must be received by the Erie County Board of DD no later than sixty (60) calendar days from the day(s) of service(s) rendered. If invoices are not received within these timelines, they may not be honored for payment.

EXHIBIT "A"

C. All invoices are required to be submitted in electronic format utilizing the www.ohiodd.net billing system or another agreed upon format. All Providers must go through an initial www.ohiodd.net billing training with Board staff prior to submission of first invoice.
D. In the event that this Contract is renewed, or a new Contract is agreed upon by the parties, reconciliation of costs due under this Contract shall be carried out in accordance with the requirements of O.R.C. 5126.44(D).
E. If the Provider is required to make a repayment for payments received from an Individual Support Services overpayment, Provider shall pay the amount determined to be in error, which is supported by documentation by the Erie County Board of DD.

VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE:

A. The Provider who provides transportation services, shall carry automobile liability insurance for passenger vehicles used to transport the Individual(s). Proof of current automobile insurance must be on file from the Provider and with the Erie County Board of DD. If the automobile insurance coverage expires, then transportation services are terminated from the Contract and payment for transportation services from the expiration date forward will not be paid.
B. In addition to the automobile insurance coverage required in paragraph VI, section A, the Provider hereby agrees to indemnify and hold harmless, the Erie County Board of DD, for any and all costs and expenses associated with carrying out the Provider's duties under this Contract, unless otherwise provided herein, including, but not limited to, all deductibles on all automobile insurance policies, and all losses occasioned by a Provider's failure to acquire automobile insurance coverage, as required hereunder.
C. The Provider shall possess a valid Ohio driver's license, if providing transportation service(s). A copy of any Ohio driver's license must be presented to the Erie County Board of DD before services can be rendered. It is the responsibility of the Provider to ensure that the Erie County Board of DD has an updated copy of their Ohio driver's license on file. If the Ohio driver's license expires, then transportation service(s) are terminated from the Contract and payment for transportation service(s) will not be paid from the expiration date forward.

EXHIBIT "A"

VII. TRAINING:

A. The Provider is responsible for successfully completing the following training before providing services. Provider must submit a signed document to show proof of completion of the training.
    a. Incident Reporting (initially);
    b. www.ohiodd.net Billing (initially).

VIII. INDEMNITY:

A. Provider retains the ultimate responsibility for the service(s) provided under this Contract to the Individual, regardless of the source of funding for the Individual. Provider shall indemnify and hold harmless, to the fullest extent, provided by law, the Erie County Board of DD, against and all claims, suits, damages, and/or causes of action rising out of service(s) provided, pursuant to this Contract, and

against any order or decrees or judgments, which may be entered herein, brought for damages or alleged damages, resulting from any injury to person or person(s) and/or property or loss of like sustained by any person or persons, whatsoever.

B. Provider shall further indemnify and hold harmless the Erie County Board of DD against any and all costs for the defense of such claims, suits, damages, or causes of action, including, but not limited to, the cost of attorney fees.

IX. TERMINATION, MODIFICATION, AMENDMENT AND NOTICE OF PROVIDERS INTENT:

A. This Contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
   a. The service recipient has determined that he/she no longer wishes to receive the services set forth in this Contract;
   b. Service supports are deemed to be no longer required, as determined by a board review of the Individual service plan.

B. The Provider may immediately terminate this Contract, only if the Erie County Board of DD fails to provide funding to the Provider, as required under this Contract. In all other circumstances, the Provider must give a thirty (30) day written notice to terminate the Contract.

C. This Contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.

D. The Provider shall immediately notify the Erie County Board of DD of any pending criminal, traffic, or domestic violence related charges involving Provider or any court proceedings therein. The Erie County Board of DD reserves the right to use discretion in regard to continuance of Contractual services.

X. MISCELLANEOUS PROVISIONS:

A. The parties agree that the rights, duties, and responsibilities set forth herein, shall not be assigned without the prior written consent of the other party.

B. All communication to the Erie County Board of DD related to the service needs of a specific Individual, shall be made to that Individual's SSA (Service and Support Administrator). All other notices required to be given herein, shall be in writing and shall be sent to the following respective address:

To: Erie County Board of DD or
Attn: Megan Etzel
4405 Galloway Road
Sandusky, OH 44870

email: metzel@eriecbdd.org

C. This document and the attachments hereto set forth, are the full agreement between the parties and supersedes all prior agreements or Contracts between the parties.

D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect, unless revised or terminated, pursuant to Article XI of this Contract.

EXHIBIT "A"

E. The Provider shall coordinate the development and implementation of all programs and services described herein. At all times during the duration of this Contract, the Erie County Board of DD and Provider shall act as independent Contractors in connection with the performance of their respective obligations under this Contract.
F. In the event of a dispute involving the parties regarding any provisions under this Contract, including, but not limited to rate disputes, the parties shall attempt to resolve the dispute in accordance with the Erie County Board of DD's approved Conflict Resolution and Administrative Resolution of Complaints and Due Process Policy. The Policy will be made available to the Provider, upon request.
G. The Provider agrees to establish a procedure for affording all individual service recipients' Due Process. The Provider shall use this procedure, in the event of a disagreement between the Provider and the service recipient, related to the Provider's performance of its duties and obligations under this Contract.

The parties hereto have caused this Contract to be executed on the dates indicated below:

Erie County Board of Developmental Disabilities

By: _____
Signature

Name: Carrie Beier

Title: Superintendent

Date: _____

Agency Name: City of Sandusky

By: _____
Signature

Name: _____
Print Name

Title: _____

Date: _____

EXHIBIT "A"

Approved as to Form:

_____
Stewart Hastings (#0025852)
Law Director, City of Sandusky

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: November 6, 2026

Subject: **Commission Agenda Item – 2027 Chemical Contracts for Big Island Water Works and the Wastewater Treatment Plant**

ITEM FOR CONSIDERATION: Legislation for the purchase of chemicals for use at the Big Island Water Works and the Wastewater Treatment Plants for the calendar year 2027.

BACKGROUND INFORMATION:

Contract One – Liquid Sodium Permanganate (BIWW) 12,000 Gallons, more or less

FY26	Bonded Chemicals	Bid: $105,027.60 ($8.7523 per gallon)
	Bonded Chemicals Inc. **Columbus, OH**	**Bid: $117,564.00 ($9.797 per gallon)** **Surety: 100% Bid Bond**
	Chemrite Inc. Buford, GA	Bid: $128,760.00 ($10.73 per gallon) Surety: 100% Bid Bond
	Shannon Chemical Malvern, PA **Not a North American distributor*	Bid: $108,840.00 ($9.07 per gallon) Surety: 100% Bid Bond
	Water Solutions Unlimited Roseville, MN	Bid: $155,540.00 ($12.95 per gallon) Surety: 100% Bid Bond

Contract Two – Hydrofluosilicic Acid (BIWW) 17,000 Gallons, more or less

FY26	Bonded Chemicals	Bid: $45,220.00 ($2.66 per gallon)
	Bonded Chemicals, Inc. **Columbus, OH**	**Bid: $197,030.00 ($11.59 per gallon)** **Surety: 100% Bid Bond**
	Shannon Chemical Malvern, PA	Bid: $540,090.00 ($31.77 per gallon) Surety: 100% Bid Bond

Contract Three – Sodium Hydroxide Liquid (BIWW) 50,000 Gallons, more or less

FY26	JCI Jones Chemicals	Bid: $119,625.00 ($2.3925 per gallon)
	Bonded Chemicals, Inc. Columbus, OH	Bid: $127,480.00 ($2.5496 per gallon) Surety: 100% Bid Bond

	JCI Jones Chemicals Barberton, OH	Bid: $129,990.00 ($2.5998 per gallon) Surety: 100% Bid Bond
	Univar Solutions **Trenton, OH**	**Bid: $126,550.00 ($2.5310 per gallon)** **Surety: 100% Bid Bond**

Contract Four – Sodium Hypochlorite (BIWW) 90,000 Gallons, more or less

FY26	Bonded Chemicals, Inc.	Bid: $143,100.00 ($1.59 per gallon)
	Bonded Chemicals, Inc. **Columbus, OH**	**Bid: $143,100.00 ($1.59 per gallon)** **Surety: 100% Bid Bond**
	Water Solutions Unlimited Roseville, MN	Bid: $140,850.00 ($1.565 per gallon) Surety: 100% Bid Bond

Contract Five – Aluminum Sulfate Polymer Blend (BIWW) 600 Wet Tons, more or less

FY26	Applied Specialties, Inc.	Bid: $436,800.00 ($728 wet tons)
	Applied Specialties, Inc. **Avon Lake, OH**	**Bid: $462,000.00 ($770 wet tons)** **Surety: 100% Bid Bond**
	Chemtrade Chemicals Parsippany, NJ	Bid: $493,200.00 ($822 wet tons) Surety: 100% Bid Bond

Contract Six – Powder Activated Carbon (BIWW) 155,000 Pounds, more or less

FY26	Jacobi Carbons	Bid: $168,950.00 ($1.09 per pound)
	Arq Purification Greenwood Village, CO	Bid: $217,000.00 ($1.40 per gallon) Surety: 100% Bid Bond
	Bonded Chemicals, Inc. Columbus, OH	Bid: $208,475.00 ($1.345 per pound) Surety: 100% Bid Bond
	Carbon Activated Compton, CA	Bid: $178,250.00 ($1.15 per gallon) Surety: 100% Bid Bond
	Chemrite Inc. Buford, GA	Bid: $209,250.00 ($1.35 per pound) Surety: 100% Bid Bond
	Jacobi Carbons **Columbus, OH**	**Bid: $168,950.00 ($1.09 per pound)** **Surety: 100% Bid Bond**

Contract Seven – Ferrous Chloride Solution (WWTP) 350,000 Pounds, more or less

FY26	Kemira Water Solutions Inc.	Bid: $474,600.00 ($1.356 per pound)
	Bonded Chemicals, Inc. **Columbus, OH**	**Bid: $356,685.00 ($1.0191 per pound)** **Surety: 100% Bid Bond**
	Kemira Water Solutions Inc. Lawrence, KS	Bid: $385,000.00 ($1.10 per pound) Surety: 100% Bid Bond

Contract Eight – Polymer Liquid (WWTP) 88,000 Pounds, more or less

FY26	Polydyne Inc.	Bid: $149,600.00 ($1.70 per pound)
	Polydyne, Inc. **Riceboro, GA**	**Bid: $149,600.00 ($1.70 per pound)** **Surety: 100% Bid Bond**

In addition to bidding for City chemicals, we routinely include Erie County's chemicals for their wastewater treatment plants in our annual chemical bids just as the City participates in Erie County's Road Salt Bid annually. The City of Huron also participates in the process with chemicals for their water and wastewater treatment plants. Each entity is responsible for entering into their own contracts with the chemical companies.

BUDGETARY INFORMATION: Funds for the purchase of these items are routinely included in the operating budgets of the Water and Sewer Plants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase chemicals for the calendar year 2027 for use at the Big Island Water Works and Wastewater Treatment Plant as follows:

	Description	Company	Quantity	Unit	Unit Price	Total
Contract #1	Liquid Sodium Permanganate	Bonded Chemicals	12,000	Gallons	$9.797	$117,564.00
Contract #2	Hydrofluosilicic Acid	Bonded Chemicals	17,000	Gallons	$11.59	$197,030.00
Contract #3	Sodium Hydroxide Liquid	Univar Solutions	50,000	Gallons	$2.531	$126,550.00
Contract #4	Sodium Hypochlorite	Bonded Chemicals	90,000	Gallons	$1.59	$143,100.00
Contract #5	Aluminum Sulfate Polymer	Applied Specialties	600	Wet Tons	$770	$462,000.00
Contract #6	Powder Activated Carbon	Jacobi Carbons	155,000	Pounds	$1.09	$168,950.00
Contract #7	Ferrous Chloride Solution	Bonded Chemicals	350,000	Pounds	$1.0191	$356,685.00
Contract #8	Polymer Liquid	Polydyne	88,000	Pounds	$1.70	$149,600.00

It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for immediate execution of the contracts to ensure delivery of the product as needed by January 1, 2027.

I concur with this recommendation:

_____ _____

John Orzech, City Manager Kenneth P. Frost, Director of Public Works

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

CERTIFICATE OF FUNDS

In the Matter of: BIWW & WWTP Chemicals

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 #612-5230-54000 & 613-5420-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/17/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 12,000 GALLONS, MORE OR LESS, OF LIQUID SODIUM PERMANGANATE FROM BONDED CHEMICALS INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate for use at the Big island Water Works Plant, four (4) appropriate bids were received and the bid of Bonded Chemicals Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 be and hereby is authorized and directed to purchase Twelve Thousand (12,000) gallons, more or less, of Liquid Sodium Permanganate from Bonded Chemicals Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027 at $9.797 per gallon at an amount **not to exceed** One Hundred Seventeen Thousand Five Hundred Sixty-Four and 00/100 Dollars ($117,564.00). Said Liquid Sodium Permanganate shall be provided in accordance with the proposal of the said Bonded Chemicals Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 17,000 GALLONS, MORE OR LESS, OF HYDROFLUOSILICIC ACID FROM BONDED CHEMICALS INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase Seventeen Thousand (17,000) gallons, more or less, of Hydrofluosilicic Acid from Bonded Chemicals Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027 at $11.59 per gallon at an amount **not to exceed** One Hundred Ninety-Seven Thousand Thirty and 00/100 Dollars ($197,030.00). Said Hydrofluosilicic Acid shall be provided in accordance with the proposal of the said Bonded Chemicals Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 50,000 GALLONS, MORE OR LESS, OF SODIUM HYDROXIDE LIQUID FROM UNIVAR SOLUTIONS OF TRENTON, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid, for use at the Big Island Water Works Plant, three (3) appropriate bids were received and the bid of Univar Solutions of Trenton, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase Fifty Thousand (50,000) gallons, more or less, of Sodium Hydroxide Liquid from Univar Solutions of Trenton, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027 at $2.5310 per gallon at an amount **not to exceed** One Hundred Twenty-Six Thousand Five Hundred Fifty and 00/100 Dollars ($126,550.00). Said Sodium Hydroxide Liquid shall be provided in accordance with the proposal of the said Univar Solutions of Trenton, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 90,000 GALLONS, MORE OR LESS, OF SODIUM HYPOCHLORITE FROM BONDED CHEMICALS, INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase Ninety Thousand (90,000) gallons, more or less, of Sodium Hypochlorite from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027 at $1.59 per gallon at an amount **not to exceed** One Hundred Forty-Three Thousand One Hundred and 00/100 Dollars ($143,100.00). Said Sodium Hypochlorite shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 600 WET TONS, MORE OR LESS, OF ALUMINUM SULFATE POLYMER BLEND FROM APPLIED SPECIALTIES, INC., OF AVON LAKE, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Six Hundred (600) wet tons, more or less, of Aluminum Sulfate Polymer Blend for use at the Big Island Water Works Plant, two (2) appropriate bids were received and the bid of Applied Specialties, Inc., of Avon Lake, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase Six Hundred (600) wet tons, more or less, of Aluminum Sulfate Polymer Blend from Applied Specialties, Inc., of Avon Lake, Ohio, for use at the Big Island Water Works Plant during the calendar year 2027 for $770.00 per wet ton at an amount **not to exceed** Four Hundred Sixty-Two Thousand and 00/100 Dollars ($462,000.00). Said Aluminum Sulfate Polymer Blend shall be provided in accordance with the proposal of the said Applied Specialties, Inc., of Avon Lake, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 155,000 POUNDS, MORE OR LESS, OF POWDERED ACTIVATED CARBON FROM JACOBI CARBONS, INC. OF COLUMBUS, OHIO, FOR USE AT THE BIG ISLAND WATER WORKS PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of One Hundred Fifty-Five Thousand (155,000) pounds, more or less, of Powdered Activated Carbon for use at the Big Island Water Works Plant, five (5) appropriate bids were received and the bid of Jacobi Carbons, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Big Island Water Works Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase One Hundred Fifty-Five Thousand (155,000) pounds, more or less, of Powdered Activated Carbon from Jacobi Carbons, Inc. of Columbus, Ohio, for use at the Big Island Water Works Plant during calendar year 2027 at $1.09 per pound at an amount **not to exceed** One Hundred Sixty-Eight Thousand Nine Hundred Fifty and 00/100 Dollars ($168,950.00). Said Powdered Activated Carbon shall be provided in accordance with the proposal of the said Jacobi Carbons, Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FROM BONDED CHEMICALS, INC. OF COLUMBUS, OHIO, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, two (2) appropriate bids were received and the bid of Bonded Chemicals, Inc. of Columbus, Ohio, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant'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 allow delivery of this product as needed by January 1, 2026; 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 purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from Bonded Chemicals, Inc. of Columbus, Ohio, for use at the Wastewater Treatment Plant during calendar year 2027 at $1.0191 per pound at an amount **not to exceed** Three Hundred Fifty-Six Thousand Six Hundred Seventy-Eight and 00/100 Dollars ($356,678.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said Bonded Chemicals, Inc. of Columbus, Ohio, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 88,000 POUNDS, MORE OR LESS, OF POLYMER LIQUID FROM POLYDYNE INC. OF RICEBORO, GEORGIA, FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2027; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, upon public competitive bidding as required by law for the purchase of Eighty-Eight Thousand (88,000) pounds, more or less, of Polymer Liquid for use at the Wastewater Treatment Plant, one (1) appropriate bid was received and the bid of Polydyne, Inc. of Riceboro, Georgia, was determined to be the lowest and best bid; and

WHEREAS, funds for this purchase are routinely included in the Wastewater Treatment Plant'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 allow delivery of this product as needed by January 1, 2027; 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 purchase Eighty-Eight Thousand (88,000) pounds, more or less, of Polymer Liquid from Polydyne Inc., of Riceboro, Georgia, for use at the Wastewater Treatment Plant during calendar year 2027 at $1.70 per pound at an amount **not to exceed** One Hundred Forty-Nine Thousand Six Hundred and 00/100 Dollars ($149,600.00). Said Polymer Liquid shall be provided in accordance with the proposal of the said Polydyne Inc., of Riceboro, Georgia, on file in the office of the Director of Public Works.

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

Section 3. This 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

To: John Orzech, City Manager

From: Colleen Gilson, Community Development Director

Date: November 10, 2026

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement – Great Lakes Property Development Holdings LLC

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement with Great Lakes Property Development Holdings LLC for improvements to the property at 202 E Market Street Sandusky, Ohio

Background Information: The City of Sandusky has received a request for Enterprise Zone tax abatement from Great Lakes Property Development Holdings LLC for the renovation and new construction addition to the property at 202 E Market Street, Sandusky, Ohio. The project involves the redevelopment of the recently vacated "Value City Building" as a mixed-use property, which will include nearly 14,000sq. ft of first floor office space and 32 apartments throughout the remainder of the existing building and with the new portion. The company plans to invest up to $20,700,404 in the project and retain 18 Full-Time and 10 Part-Time positions and create 4 Full-time and 2 Part-Time positions with a total annual retained payroll of $1,834,497 and new annual payroll of $401,044 estimated at the site.

The applicant has an option on the property, is assembling financing for the project and anticipates project construction to begin in 2027 and be completed in June of 2028.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy-five percent (75%) of new real estate taxes for improvements made on the property for a period of ten (10) years.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain employment in the local economy with the retention and addition of new jobs and well as create much needed residential living units on the upper floors.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Enterprise Zone Tax Abatement Agreement with Great Lakes Property Development Holdings LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter as the benefit is critical to the financial viability of the redevelopment plan.

I concur with this recommendation:

_____
John Orzech
City Manager

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

COMMUNITY DEVELOPMENT
240 Columbus Avenue, 4th Floor
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

October 6, 2026

Yvonne Anderson, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

RE: Great Lakes Property Development Holdings LLC – Request for Enterprise Zone Tax Abatement

Dear Ms. Anderson:

The City of Sandusky has received a request for Enterprise Zone tax abatement from Great Lakes Property Development Holdings LLC for the renovation and new construction addition to the property at 202 E Market Street, Sandusky, Ohio. The project involves the redevelopment of the recently vacated "Value City Building" as a mixed-use property, which will include nearly 14,000sq. ft of first floor office space and 32 apartments throughout the remainder of the existing building and with the new portion. The company plans to invest up to $20,700,404 in the project and retain 18 Full-Time and 10 Part-Time positions and create 4 Full-time and 2 Part-Time positions with a total annual retained payroll of $1,834,497 and new annual payroll of $401,044 estimated at the site.

The applicant has an option on the property, is assembling financing for the project and anticipates project construction to begin in 2027 and be completed in June of 2028.

The City's Community Development Department has reviewed this request and is recommending an Enterprise Zone abatement of seventy-five percent (75%) of new real estate taxes for improvements made on the property for a period of ten (10) years.

Pursuant to Ohio Revised Code Section 5709.83, the Sandusky City Schools are hereby notified that the Sandusky City Commission will consider the proposed abatement at its meeting on November 23, 2026.

If you have any questions or concerns related to this project, please feel free to contact me by phone at (419) 627-5807 or by email at cgilson@cityofsandusky.com.

Sincerely,

Colleen Gilson
Director of Community Development

Enc. *Enterprise Zone Program Application – Great Lakes Property Development Holdings LLC*

OHIO DEPARTMENT OF DEVELOPMENT
OHIO ENTERPRISE ZONE PROGRAM
CITY OF SANDUSKY, ERIE COUNTY, OH
APPLICATION FOR REAL ESTATE TAX ABATEMENT

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the **City of Sandusky** located in the County of **Erie** and Great Lakes Property Development Holdings, LLC (enterprise)

1a. Name of business, home or main office address, contact person, telephone number, and email address (attach additional pages if multiple enterprise participants).

Great Lakes Property Development Holdings, LLC
Enterprise Name

Mike Cloud
Contact Person

(216) 308-8800
Telephone Number

4205 E. Lake Rd. Sheffield Lake OH 44054
Address

mikecloud@northcoastdesignbuild.com
Email Address

1b. Project Site:

Mike Cloud
Contact Person

(216) 308-8800
Telephone Number

202 E. Market St., Sandusky, OH 44870
Address

mikecloud@northcoastdesignbuild.com
Email Address

2a. Nature of business (manufacturing, distribution, wholesale or other).

Office & Apartment Management

2b. List primary 6 digit NAICS # 921110 .
Business may list other relevant SIC numbers.

921130, 925120, 926110, 531311

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Mike Cloud & Justin Stahler - Co-Managers

4. Is business seasonal in nature? Yes___ No ✓

5a. State the enterprise's current employment level at the proposed project site:

0

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No ✓

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

18 Full Time & 10 Part Time

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N./A

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No ✓

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ___ No ✓

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No ✓

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes ___ No ✓

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

The project involves the redevelopment of the recently vacated "Value City Building" at 202 E. Market St. as a mixed-use property, which will include nearly 14,000 sq. ft. of first-floor office space, and 32 apartments.

9. Project will begin January , 2027 and be completed June , 2028 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): (4 Full Time, 2 Part Time) = new, (18 Full Time, 10 Part Time) = Reta

10b. State the time frame of this projected hiring: 1 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

employees): 4 FTE & 2 PTE in 1st year

11a. Estimate the amount of annual payroll such new employees will add $ 401,044 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ Existing retained $1,834,497, New $401,044. Construction payroll $3,000,000 -$5,000,000

12. Market value of the existing facility as determined for local property taxation.
$ 891,600

13a. Business's total current investment in the facility as of the proposal's submission.
$ 500,000

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average $ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	Minimum	Maximum
A.Acquisition of Buildings:	$ 1,450,000	$ 1,450,000
B.Additions/New Construction:	$ 3,890,037	$ 4,118,210
C.Improvements to existing buildings:	$ 13,917,173	$ 14,733,494
D.Machinery & Equipment:	$ 0	$ 0
E.Furniture & Fixtures:	$ 398,700	$ 398,700
F.Inventory:	$ 0	$ 0
Total New Project Investment:	$ 19,655,910	$ 20,700,404

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real Property ~~and/or personal property including inventory~~ as described above. Be specific as to type of assets, rate, and term.

Real Estate Property Tax Abatement

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Allows the abatement and restoration of this historic downtown anchor into vibrant office & multi family space at market rents. Project is not financially feasible without the abatement.

Submission of this application expressly authorizes **City of Sandusky** and/of **Erie County** to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Great Lakes Property Development Holdings, LLC	9/30/2026
Name of Enterprise	Date
	Mike Cloud, Co-Manager
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH GREAT LAKES PROPERTY DEVELOPMENT HOLDINGS, LLC, RELATING TO PROPERTY LOCATED AT 202 EAST MARKET STREET, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

WHEREAS, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from Great Lakes Property Development Holdings, LLC for the renovation and new construction addition to the property located at 202 E. Market Street, Sandusky; and

WHEREAS, the project involves the redevelopment of the recently vacated "Value City Building" as a mixed-use property, which will include nearly 14,000 square feet of first floor office space and 32 apartments throughout the remainder of the existing building and the new portion; and

WHEREAS, Great Lakes Property Development Holdings, LLC, plans to invest up to $20,700,404 in the project and retain 18 Full-Time and 10 Part-Time positions and create 4 Full-time and 2 Part-Time positions with a total annual retained payroll of $1,834,497 and new annual payroll of $401,044 estimated at the site; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project to positively impact the City economically; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated October 6, 2026; and

WHEREAS, this project will have an ongoing positive impact on the City's General Fund as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period and the project will help sustain employment in the local economy with the retention and addition of new jobs subject to City income tax as well as create much needed residential living units on the upper floors; 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 as the benefit is critical to the financial viability of the redevelopment plan; 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 Enterprise Zone Agreement with Great Lakes Property Development Holdings, LLC, relating to the property located at 202 E. Market Street, Sandusky, 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 Enterprise Zone with Great Lakes Property Development Holdings, LLC, 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and Great Lakes Property Development Holdings. LLC an Ohio corporation, with mailing address of 4205 E Lake Road Sheffield Lake, Ohio 44054 (the "Company").

WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has an option to purchase the property at 202 E, Market Street Sandusky, Ohio 44870 and further identified as Permanent Parcel # 56-00105.000. The project involves the redevelopment of the recently vacated "Value City Building" as a mixed-use property, which will include nearly 14,000 sq. ft. of first-floor office space, and 32 apartments. The redevelopment will involve 5 adjacent parcels home to the Value City Building, loading docks, parking, and two houses. The project is estimated to be completed by June, 2028. The Company will invest approximately $20.7M dollars into this project (the "Project"), which preserve and create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

EXHIBIT "1"

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of $750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Community Development staff of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

EXHIBIT "1"

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

EXHIBIT "1"

1. The Company shall redevelop the property as a mixed-use property, which will include nearly 14,000 sq. ft. of first-floor office space, and 32 apartments. The Company estimates an anticipated investment for the Project of approximately $20.7M. The Project represents a significant new investment on the site. The construction is expected to be completed in June 2028.

2. The Company shall retain 18 full-time and 10 part-time positions through relocation of an existing Sandusky company to this site. The Company anticipates the creation of an additional 4 full-time and 2 part-time employees within 1 year of the project completion, approximately June 2029.

The Company, and its affiliated entities, currently have no full-time permanent employees, no part-time permanent employees, no temporary employees, and no part-time temporary employees at the Project site or in the State of Ohio.

This total increase and retention in the number of employees over the entire job creation period will result in approximately $5,235,541 (dollars) of additional annual payroll for the Company or made possible by the Company.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2026 nor extend beyond 2035.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars ($200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year

EXHIBIT "A"

for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3)

EXHIBIT "1"

any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

EXHIBIT "1"

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by John Orzech, its City Manager, and pursuant to Ordinance No. _____, has caused this instrument to be executed this ____ day of _____, 2026 and Great Lakes Property Development Holdings LLC, Mike Cloud its Co-Manager has caused this instrument to be executed on this _____ day of _____, 2026.

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, City Manager

GREAT LAKES PROPERTY DEVELOPMENT HOLDINGS, LLC
An Ohio corporation

By: _____
Mike Cloud, Co-Manager

EXHIBIT "1"

Approved as to form:

By: _____
Stewart Hastings, Director of Law

Date: _____, 2026

EXHIBIT A

[Attach Application]

EXHIBIT "1"

OHIO DEPARTMENT OF DEVELOPMENT
OHIO ENTERPRISE ZONE PROGRAM
CITY OF SANDUSKY, ERIE COUNTY, OH
APPLICATION FOR REAL ESTATE TAX ABATEMENT

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the **City of Sandusky** located in the County of **Erie** and Great Lakes Property Development Holdings, LLC (enterprise)

1a. Name of business, home or main office address, contact person, telephone number, and email address (attach additional pages if multiple enterprise participants).

Great Lakes Property Development Holdings, LLC
Enterprise Name

Mike Cloud
Contact Person

(216) 308-8800
Telephone Number

4205 E. Lake Rd. Sheffield Lake OH 44054
Address

mikecloud@northcoastdesignbuild.com
Email Address

1b. Project Site:

Mike Cloud
Contact Person

(216) 308-8800
Telephone Number

202 E. Market St., Sandusky, OH 44870
Address

mikecloud@northcoastdesignbuild.com
Email Address

2a. Nature of business (manufacturing, distribution, wholesale or other).

Office & Apartment Management

2b. List primary 6 digit NAICS # 921110 .
Business may list other relevant SIC numbers.

921130, 925120, 926110, 531311

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Mike Cloud & Justin Stahler - Co-Managers

4. Is business seasonal in nature? Yes___ No ✓

5a. State the enterprise's current employment level at the proposed project site:

0

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No ✓

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

18 Full Time & 10 Part Time

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N./A

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No ✓

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes___ No ✓

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No ✓

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes ___ No ✓

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

The project involves the redevelopment of the recently vacated "Value City Building" at 202 E. Market St. as a mixed-use property, which will include nearly 14,000 sq. ft. of first-floor office space, and 32 apartments.

9. Project will begin January , 2027 and be completed June , 2028 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): (4 Full Time, 2 Part Time) = new, (18 Full Time, 10 Part Time) = Retai

10b. State the time frame of this projected hiring: 1 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

employees): 4 FTE & 2 PTE in 1st year

11a. Estimate the amount of annual payroll such new employees will add $ 401,044 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: $ Existing retained $1,834,497, New $401,044. Construction payroll $3,000,000 -$5,000,000

12. Market value of the existing facility as determined for local property taxation.
$ 891,600

13a. Business's total current investment in the facility as of the proposal's submission.
$ 500,000

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average $ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	Minimum	Maximum
A.Acquisition of Buildings:	$ 1,450,000	$ 1,450,000
B.Additions/New Construction:	$ 3,890,037	$ 4,118,210
C.Improvements to existing buildings:	$ 13,917,173	$ 14,733,494
D.Machinery & Equipment:	$ 0	$ 0
E.Furniture & Fixtures:	$ 398,700	$ 398,700
F.Inventory:	$ 0	$ 0
Total New Project Investment:	$ 19,655,910	$ 20,700,404

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real Property ~~and/or personal property including inventory~~ as described above. Be specific as to type of assets, rate, and term.

Real Estate Property Tax Abatement

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Allows the abatement and restoration of this historic downtown anchor into vibrant office & multi family space at market rents. Project is not financially feasible without the abatement.

Submission of this application expressly authorizes **City of Sandusky** and/of **Erie County** to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Great Lakes Property Development Holdings, LLC	9/30/2026
Name of Enterprise	Date
	Mike Cloud, Co-Manager
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

PARKS & RECREATION

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

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent,

Date: November 12, 2026

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation approving the filing of a grant application to the Ohio Bureau of Workers' Compensation for the purchase of a RoboECO Remote Controlled Slope Mower.

BACKGROUND INFORMATION: The Ohio Bureau of Workers' Compensation Safety Intervention Grant (SIG) Program is available to any Ohio private or public employer covered by the State Insurance Fund. This program allows employers to purchase equipment to significantly reduce or eliminate injuries and illnesses associated with a particular task or operation. Through this program, recipients are eligible for a 3-to-1 matching grant, up to a maximum grant award of $40,000 for each three-year eligibility cycle. In return, employers must submit a one-year case study one year after the implementation date of the intervention.

The City of Sandusky has several challenging areas to mow where there are inclines greater than 25 degrees. These areas include sections of Mills Creek Golf Course, the Ohio 101/U.S. 6 overpass, the amphitheater hill at the Paper District Marina and turf areas around the Camp Street underpass.

The RoboECO can be operated remotely as a mower and a brush hog to safely maintain these areas without putting a riding operator at risk of overturning the equipment. The RoboECO would be utilized by the City's Grounds Maintenance division to maintain the aforementioned properties.

The City is applying for $34,875 in matching funds to offset the cost of the equipment.

BUDGETARY INFORMATION: The cost of the RoboECO is $46,500. If awarded the grant will provide up to $34,875, and the City's cost will be the required matching funds and remaining cost totaling $11,625 which will be paid with Capital Projects Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval of the application to be submitted to Ohio's Bureau of Workers' Compensation. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the grant application in a timely manner so the application process can begin immediately and if awarded, utilize the funding at the earliest opportunity.

I concur with this recommendation.

Approved:

_____
Colleen Gilson, Community Development Director

_____
John Orzech, City Manager

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

Brown Equipment Company
2501 S Kentucky Ave
Suite 1
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q21428

10/29/2026

Bill To

Ship To

City of Sandusky OH Public Works Department
1024 CEMENT AVE
Sandusky OH 44870
United States

TOTAL

$46,500.00

Sales Rep: Thomas Flanigan

Expires	PO #	Quote Information	Shipping Method
1/27/2027		ROBO ECO SLOPE MOWER	BEC EMPLOYEE DELIVERY

Item	Description	Qty	Price	Extended Price
ENERGREEN-ROBO ECO	ENERGREEN-ROBO ECO SLOPE MOWER SOURCEWELL CONTRACT# 032525-EGN CUSTOMER MEMBER ID# 68351 INCLUDES: 26HP HONDA iGXV800 STAGE V ENGINE 61 DEGREE MAXIMUM SLOPE HYDROSTATIC TRANSMISSION BI-DIRECTIONAL VARIABLE CUTTING SPEED 0-4.4 MPH SINGLE SPINDLE 2-PIVOT CUTTING BLADE DECK SYSTEM CUTTING HEIGHT 3/4" TO 4-3/4" CUTTING WIDTH 40" DRY WEIGHT 1411 LBS REMOTE CONTROL WITH 492' WORKING RANGE MACHINE LENGTH 68" MACHINE WIDTH 56" MACHINE HEIGHT 35" TRACK WIDTH 7"	1	$46,500.00	$46,500.00

Payment Information

A 3% fee will be applied to credit card transactions process through our system. Please note that this fee will only be applied to credit card transactions, and all other payment methods will remain without any additional fees, including the option to pay via ACH. For inquiries about this update or assistance with setting up ACH payments, please contact ar@brownequipment.net.

Subtotal	$46,500.00
Tax (0%)	$0.00
Total	$46,500.00

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

Brown Equipment Company
2501 S Kentucky Ave
Suite 1
Evansville IN 47714
Ph:800-747-2312
www.brownequipment.net

Vehicle Quote

#Q21428

10/29/2026

FINAL INVOICE AMOUNT MAY BE SUBJECT TO ADDITIONAL MATERIAL AND MANUFACTURING SURCHARGES INCLUDING ANY TARIFFS THAT MAY ARISE. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. CUSTOMER IS RESPONSIBLE FOR ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ESTIMATE.

PLEASE NOTE THAT A RESTOCKING FEE AND SHIPPING COSTS MAY BE ADDED TO ELIGIBLE PART RETURNS.

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#Q21428

10/29/2026

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This quotation is an offer to sell products (equipment and/or parts) and/or service to potential customer(s). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTE, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OF WARRANTIES NOT FULLY EXPRESSED HEREIN.
2. **LIMITED WARRANTIES.** Seller warrants that it can convey good title to the goods sold under this contract and that they are free of liens and encumbrances. Warranties are per manufacturer's written warranty or unless specified. There are no warranties, express or implied with respect to products sold hereunder which are misused, abused, or used in conjunction with mechanical equipment improperly designed, used or maintained or which are used, supplied for use or made available for use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of order for the products sold hereunder. SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS CONTRACT.
3. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY.** Seller's liability hereunder shall be limited to the obligation to repair or replace only those products proven to have been defective in material or workmanship at the time of delivery, or allow credit, at its option. Seller's total cumulative liability in any way arising from or pertaining to any product sold or required to be sold under this contract shall NOT in any case exceed the purchase price paid by Buyer for such products. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES.
4. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** NO DELIVERY DATES ARE GUARANTEED. BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ONLY LIABILITY FOR ANY DELAY IN DELIVERY SHALL BE LIMITED AS SET FORTH IN PARAGRAPH 3 OF THIS CONTRACT.
5. **FORCE MAJEURE.** In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty , governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller's is capable of settling any such labor problem.
6. **BUYER'S OBLIGATION TO PASS ON LIMITATION OR WARRANTIES AND REMEDIES.** In order to protect Seller against claims by Buyer's buyer, if Buyer resells any of the goods purchased under this agreement, Buyer shall include the language contained in paragraphs 2 and 3 of this agreement, dealing with Seller's limitations of warranties and remedies, in an enforceable agreement with Buyer's buyer, or otherwise include language in an enforceable agreement with its buyer that makes Seller's limitation of warranties and remedies binding on its buyer. Buyer shall also include a provision in its agreement with its buyer applying Indiana law to any claims its buyer might assert against Seller with respect to goods repaired, manufactured or sold by Seller, and requiring its buyer to bring any such action against Seller either in federal district court in Evansville, IN or the common pleas court for Vanderburgh County, Indiana. Buyer shall defend, indemnify and hold Seller harmless from any and all claims, causes of action, damages, losses or expenses (including reasonable attorneys' fees) that Seller incurs by reason of Buyer's failure to comply with this paragraph.
7. **PASSAGE OF TITLE.** Except with respect to title for vehicles that have a certificate of title or for equipment vehicles for which the full purchase price has not been paid, title to the products sold hereunder shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or re-consign such shipment to any destination other than specified in the bill of lading without permission of the Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. With respect to title for vehicles that have a certificate of title or vehicles for which the full purchase price has not been paid to the Seller, title will only transfer on the delivery of the certificate of title and payments due from the Buyer to the Seller has been paid in full. After the Buyer takes possession of a piece of equipment from the Seller, the risk of loss passes to the Buyer regardless of whether the legal title is transferred to the Buyer. Buyer will indemnify and save harmless the Buyer with respect to any losses, damages, or claims related to the vehicle(s) after the Buyer receives possession of the vehicle(s), including any attorney's fees or costs associated with the indemnity or the enforcement of the Seller's rights herein.

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8. **PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS.** Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-½% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts.
9. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
10. **CLAIMS BY BUYER.** Buyer shall thoroughly inspect products sold under this contract immediately upon receipt to verify for itself that they conform to the specifications of the contract. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective goods within 30 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.
11. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES.** Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.
12. **PATENTS.** Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the material delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the material is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.
13. **PERMISSIBLE VARIATIONS.** The products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.
14. **TECHNICAL ADVICE.** Buyer represents that it has made its own independent determination that the products it is purchasing under this contract meet the design requirements of Buyer's project and are suitable for Buyer's intended application. Buyer further represents that it has not relied in any respect on any written or oral statements or advice from Seller, other than the standard product specifications set forth in the most recent addition of Seller's published product brochures, in making that determination.
15. **TAXES.** Any applicable sales, excise and/or use taxes, if any, due under the laws of any state, any local government authority, or the federal government of the United States, in connection with the purchase and sale of any equipment, parts, and/or services shall be the responsibility of the Buyer.
16. **BUYER'S RIGHT OF TERMINATION.** Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract, and Buyer shall pay Seller the sum of the following: (1) the contract price for all products which have been completed prior to termination; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.
17. **SELLER'S RIGHT OF TERMINATION.** In addition to the other rights of termination provided for in this contract, and if this contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, Seller shall have the option of canceling this contract in whole or in part.
18. **WAIVER.** Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

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10/29/2026

19. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, the Buyer hereby agrees to take delivery of the materials on this order within the later of five (5) days after the wanted date shown on the face of the order or within five (5) days after notification, oral or written, that the materials are ready for shipment. In the event that the Buyer does not arrange to take delivery of the materials in accordance with this Contract, Seller, at Seller's option, may:

    (a) invoice the Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; add any applicable price increases listed on the face of the order; charge for any repair work to protective coatings harmed by weathering while such material is being stored; and charge applicable freight when shipment to the Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion. In that event, Buyer shall not be liable for the invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or

    (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 50% of the selling price of the materials if the materials are standard, in- stock material, or the full selling price if the materials are special or nonstandard in nature and were especially fabricated for the Buyer.

20. **PERIOD OF LIMITATIONS.** Buyer and Seller agree that any action by Buyer against Seller for a breach of this contract, including any action for breach of warranty, or otherwise in connection with the goods sold under this contract, must be commenced by Buyer against Seller within one year after the cause of action therefore accrues.

21. **CONFLICTING PROVISIONS OFFERED BY BUYER.** Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

22. **SEVERABILITY.** In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

23. **APPLICABLE LAW.** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Indiana. Buyer and Seller specifically agree that any legal action brought relating to this contract will be brought and tried in the federal district court in Evansville, Indiana, or, in the absence of jurisdiction, the Vanderburgh County Court of Common Pleas in Evansville, IN.

_____ _____

Name(Printed) **Signature**

_____ _____

Title **Date**

THANK YOU FOR CHOOSING BROWN EQUIPMENT COMPANY

RESOLUTION NO._____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO BUREAU OF WORKERS' COMPENSATION (BWC) FOR FINANCIAL ASSISTANCE THROUGH THE SAFETY INTERVENTION GRANT (SIG) PROGRAM FOR THE GROUNDS MAINTENANCE DIVISION AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY REQUIRED AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio BWC uses the Safety Intervention Grants (SIG) Program to partner with Ohio employers to measure the effectiveness of workplace safety interventions and is available to eligible Ohio employers who seek to purchase equipment to substantially reduce or eliminate injuries or illnesses associated with a particular task or operation; and

WHEREAS, through this program, recipients are eligible for a three-to-one matching grant, meaning the program will provide $3 for every $1 the City contributes, up to a maximum grant award of $40,000.00; and

WHEREAS, the City has several challenging areas to mow where there are inclines greater than 25 degrees which include sections of Mills Creek Golf Course, State Route 101 / U.S. Route 6 overpass, the amphitheater at the Paper District Marina, and turf areas around the Camp Street underpass; and

WHEREAS, the City is applying for funds in the amount of $34,875.00 for the purchase of a RoboECO Remote Controlled Slope Mower that can be operated remotely as a mower and a brush hog to safely maintain these areas without placing a riding operator at risk of overturning the equipment; and

WHEREAS, the cost of the RoboECO Remote Controlled Slope Mower is $46,500.00, and if awarded, the grant will provide $34,875.00, and the City's cost will be the required matching funds totaling $11,625.00 which will be paid with Capital Projects 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 submit the application to the Ohio Bureau of Worker's Compensation in a timely manner so the application process can begin immediately and if awarded, utilize the funding at the earliest opportunity to increase safety; 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 Ground Maintenance Division, 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 to the Ohio Bureau of Workers' Compensation for financial assistance through the Safety Intervention Grant (SIG) Program for the Division of Grounds Maintenance, to purchase a RoboECO Remote Controlled Slope Mower, a copy of which is on file in the Office of the Parks & Recreation Superintendent and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds 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.

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: November 9, 2026

Subject: Commission Agenda Item – Approval of a contract with RMH Concrete & Foundations, Inc. of Collins, OH for the Curb Ramp and Hazardous Walk Project

Item for Consideration: Legislation approving a contract with RMH Concrete & Foundations, Inc. of Collins, OH for the Curb Ramp and Hazardous Walk Project.

Strategic Plan Alignment: Category: Neighborhoods

Specific Goal: Invest in physical enhancements that improve residents' quality of life.

Key Outcomes: By addressing damaged curb ramps and hazardous walks to provide accessibility for pedestrians.

Background Information: City staff have identified several curb ramp locations requiring replacement to provide safe and accessible connections to adjacent sidewalks. In addition, sidewalk repairs are needed at several properties where trees have been removed over the past year due to their age and poor health, resulting in damage or deterioration of the adjoining sidewalk infrastructure. The proposed improvements will restore safe pedestrian access and address existing trip hazards throughout the project area.

A request for quotations was issued for the project, and four (4) responsive quotations and one (1) non-responsive quotation were received. After review, the quotation submitted by RMH Concrete & Foundations, Inc. was determined to be the lowest and best responsive quotation. Following the award, work is anticipated to commence shortly thereafter to ensure completion of the project by December 31, 2026, deadline.

Budgetary Information: The total cost of the project shall not exceed $56,876.80 and will be paid for from the Capital Projects fund.

Action Requested: It is recommended that proper legislation be prepared approving a contract with RMH Concrete & Foundations, In. in an amount of $56,876.80 for the Curb Ramp and Hazardous Walk Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of December 31, 2026.

I concur with this recommendation:

_____	_____
John Orzech	Kenneth P. Frost
City Manager	Director

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

Location List:

Street Number	Street Name	Inspection Notes
		Curb Ramps at Broadway and Barker
1502	McKinley Street	1502 McKinley Street, Tree Removed
412	West Osborne Street	412 W Osborne Street, Tree Removed
518	West Osborne Street	518 W Osborne Street
1401	Prospect Street	1401 Prospect St, Tree Removed
430	Lawrence Street	430 Lawrence St, Curb Ramps
2106	Fallen Timber Drive	Curb Ramps off 2106 Fallen Timber Drive
1640	Milan Road	1640 Milan Road, Curb and Walk
		Cleveland Road Roundabout, 25LF Curb Replacement
1485	Dixon Drive	1485 Dixon Drive, remove one curb ramp replace with curb and replace one ramp
1475	Dixon Drive	1475 Dixon Drive, replace curb ramp
1221	Hayes Ave	1221 Hayes Ave, Northwest corner curb ramp only

CERTIFICATE OF FUNDS

In the Matter of: RMH- Concrete Project

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

Account #431-6503-55990

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/10/2026

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RMH CONCRETE & FOUNDATIONS, INC. OF COLLINS, OHIO FOR THE CURB RAMP AND HAZARDOUS WALK PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Curb Ramp and Hazardous Walk Project involves the replacement of curb ramp and sidewalks at several properties where trees have been removed due to their age and poor health, resulting in damage or deterioration of the adjoining sidewalk infrastructure, and these improvements will restore safe pedestrian access by addressing the existing trip hazards; and

WHEREAS, a request for quotes was issued in which four (4) responsive and one (1) non-responsive quotes were received and the quote from RMH Concrete & Foundations, Inc. of Collins, Ohio, was determined to be the lowest and best; and

WHEREAS, the total contract cost of the project is $56,876.80 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the project to be completed prior to the completion deadline of December 31, 2026; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with RMH Concrete & Foundations, Inc. of Collins, Ohio, for the Curb Ramp and Hazardous Walk Project in an amount **not to exceed** Fifty-Six Thousand Eight Hundred Seventy-Six and 80/100 Dollars ($56,876.80) consistent with the quote submitted by RMH Concrete & Foundations, Inc. of Collins, Ohio, currently on file in the office of the Director of Public Works.

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

thereof.

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026

DEPARTMENT OF PUBLIC WORKS

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

To: John Orzech, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: November 10, 2026

Subject: Commission Agenda Item – Permission to purchase Mauldin A Calder Brother Corp. Paver

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize the City Manager to expend funds for the purchase of a used 2021 Mauldin 1860 Asphalt Paver through Ohio Cat, of Perrysburg, Ohio for the Division of Streets.

Strategic Plan Alignment:
Category: Municipal Services
Specific Goal(s): To obtain the proper tools to serve the residents by maintaining Street operations throughout the city.
Key Outcomes: Focus on daily impact on operations

BACKGROUND INFORMATION: The equipment listed above is available for a purchase price of $75,000.00 from Ohio Cat, of Perrysburg, Ohio.

The used paver will be used for water and sewer trench repairs and small resurfacing jobs on city streets, public facilities and parking lots within the city. The City currently uses a 1989 Pucket Bros. Power Box Paving machine, Model T650-B, serial #PB-89J3841, to perform this work that is currently rendered inoperable due to hydraulic failure.

The Fleet Maintenance Chief Foreman determined that the old paver is at the end of its useful life and that it should be declared unnecessary and no longer of any use for the City. It is requested that the item be sold on GovDeals, an internet auction site for government entities. Any proceeds will be deposited into the Streets Fund.

A Request for Quotes was issued for a used Mauldin 1860 asphalt paver in which three (3) companies responded and one (1) quote was received and the quote from Ohio Cat of Perrysburg, Ohio, was determined to be the lowest and best.

BUDGETARY INFORMATION: The cost of the equipment package is $75,000.00 and will be paid with Capital Projects Funds.

ACTION REQUESTED: It is requested that the legislation be approved authorizing the expenditure of funds for the purchase of a used 2021 Mauldin 1860 Asphalt paver from Ohio Cat, of Perrysburg, Ohio, at the cost of $75,000.00. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the funds to be immediately appropriated and available to secure procurement while the equipment is still available.

I concur with this recommendation:

_____ _____

John Orzech, City Manager Kenneth P. Frost, Director of Public Works

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

Quote 277307-01
Oct 27, 2026

CITY OF SANDUSKY
240 COLUMBUS AVENUE
SANDUSKY, Ohio 44870-2835

Thank you for your interest in Ohio CAT and Caterpillar products. This quotation is valid for 60 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

(1) Used Mauldin 1860 Paver with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: U45113 **SERIAL NUMBER:** 86TCX5YY2X04346 **YEAR:** 2021 **SMU:** 1,758

MACHINE SPECIFICATIONS

MAULDIN A CALDER BROTHER CORP

PAVER

SELL PRICE	$75,000.00
NET BALANCE DUE	**$75,000.00**
BALANCE	**$75,000.00**

Sincerely,

Cody Conner
Machine Sales Representative
Ohio CAT
cconner@ohiocat.com
419-265-3883

CERTIFICATE OF FUNDS

In the Matter of: Ohio Cat- Street Paver

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 #431-6503-54090

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 11/17/2026

ORDINANCE NO._____

AN ORDINANCE DECLARING A 1989 PUCKET BROS. POWER BOX PAVING MACHINE AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF A 2021 MAULDIN 1860 ASPHALT PAVER FROM OHIO CAT OF PERRYSBURG, OHIO, FOR THE DIVISION OF STREETS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Streets Division currently has a 1989 Pucket Bros. Power Box Paving machine, Model T650-B, Serial #PB-89J3841, that is inoperable due to hydraulic failure and the Fleet Maintenance Chief Foreman is recommending it be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Streets Fund; and

WHEREAS, it is recommended to replace the 1989 Pucket Bros. Power Box Paving machine with a used Mauldin 1860 Asphalt Paver to be used for water and sewer trench repairs and small resurfacing jobs on City streets, public facilities and parking lots within the City; and

WHEREAS, a Request for Quotes was issued for a used Mauldin Asphalt Paver in which three (3) companies responded with one (1) submitting a quote and the quote from Ohio CAT of Perrysburg, Ohio, was determined to be the lowest and best; and

WHEREAS, the total cost for the purchase of the used 2021 Mauldin 1860 Asphalt Paver is $75,000.00 and will be paid with Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the funds to be immediately appropriated and available to secure procurement while the equipment is still available; 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 Streets, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the 1989 Pucket Bros. Power Box Paving machine, Model T650-B, serial #PB-89J3841, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process, or

internet auction with the proceeds from sale to be deposited into the Streets Fund.

Section 2. The City Commission authorizes and directs City Manager to expend the funds for the purchase of a used 2021 Mauldin 1860 Asphalt Paver from Ohio CAT of Perrysburg, Ohio, for the Division of Streets at an amount **not to exceed** Seventy-Five Thousand and 00/100 Dollars ($75,000.00).

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

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

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

_____
KATE L. VARGO
PRESIDENT OF THE CITY COMMISSION

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

Passed: November 23, 2026