



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
February 13, 2017 at 5 p.m.
City Hall, 222 Meigs Street**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, N. Lloyd, G. Lockhart, D. Murray, W. Poole, N. Twine & D. Brady
APPROVAL OF MINUTES	January 23, 2017
PRESENTATION	Bethany Copp, Harbour Creek Designs "Be A Pioneer" Bicentennial Video Series BreAnn Hohman, Sandusky City Tree Commission update
AUDIENCE PARTICIPATION	
PUBLIC HEARING	FY 2017 – 2018 Community Development Block Grant Funding
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Casey Sparks, Assistant Planner

ZONE MAP AMENDMENT FOR 2513 VENICE ROAD & 1651 TIFFIN AVENUE

Budgetary Information: There is no impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone one parcel from Limited Manufacturing District and General Business District, and one parcel from General Business District to Residential Multi-family District.

B. Submitted by Aaron Klein, Director of Public Works

ANNUAL COST SHARING AGREEMENT WITH ERIE SOIL & WATER CONSERVATION DISTRICT

Budgetary Information: The annual amount for continuing to participate with the Erie County National Pollutant Discharge Elimination System Phase II program is \$10,000. The annual cost will be paid with storm water funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the Erie Soil & Water Conservation District to continue participation in the Erie County National Pollutant Discharge Elimination System Phase II program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Jane Cullen, Project Engineer

EAST END SEWER IMPROVEMENTS PROJECT CHANGE ORDER #2 - TIME EXTENSION ONLY

Budgetary Information: Change Order #2 will not impact the contract amount. The contract amount will remain as \$4,603,959.90 at this time.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second change order for work to be performed by Underground Utilities, Inc., of Monroeville, Ohio, for the East End Sewer Improvements project and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Jane Cullen, Project Engineer

FIFTH STREET RECONSTRUCTION PROJECT CHANGE ORDER #1 - TIME EXTENSION ONLY

Budgetary Information: Change Order #1 will not impact the contract amount. The contract amount will remain as \$273,671.88 at this time.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work to be performed by Precision Paving, Inc., of Milan, Ohio, for the Fifth Street reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jeffrey Keefe, Project Engineer

SUBMERGED LANDS LEASE FOR 103 LURIE LANE

Budgetary Information: There is no budgetary impact.
RESOLUTION NO. _____: It is requested a resolution be adopted pursuant to Section 1506.11 of the Ohio Revised Code finding and determining that based upon the representations and application filed by William F. and Jayne E. Djubek, Trustees for property located at 103 Lurie Lane, the use and development of the territory so described, a submerged lands lease may be entered into by the State’s Director of Natural Resources; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Jeffrey Keefe, Project Engineer

SUBMERGED LANDS LEASE FOR 1107 CEDAR POINT ROAD

Budgetary Information: There is no budgetary impact.
RESOLUTION NO. _____: It is requested a resolution be adopted pursuant to Section 1506.11 of the Ohio Revised Code finding and determining that based upon the representations and application filed by David A. & Norma J. Jesse for property located at 1107 Cedar Point Road, the use and development of the territory so described, a submerged lands lease may be entered into by the State’s Director of Natural Resources; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Marvin Ranaldson, Transit Administrator

AUTHORIZATION TO RESUBMIT BUS & BUS FACILITIES GRANT APPLICATION FOR SANDUSKY TRANSIT SYSTEM UTILIZING SECTION 5339 (b) IN ORDER TO RECEIVE AWARDED FUNDS

Budgetary Information: The 5339 (b) Bus and bus facilities grant will require \$42,665 of local match funding, of which \$42,665 will be from the capital replacement fund. The capital replacement fund is dedicated to provide local match for capital expenses like vehicles, equipment and vehicle maintenance.
RESOLUTION NO. _____: It is requested a resolution be passed authorizing the filing of a grant application with the Ohio Department of Transportation through the U.S. Department of Transportation Federal Transit Administration for the buses and bus facilities program grant for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Victoria Kurt, Recreation Superintendent

PRIORITY USE AGREEMENT WITH PANTHER BASEBALL CLUB FOR KIWANIS PARK

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the Panther Baseball Club.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year license agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ballfield located at 2227 First Street, Sandusky, Ohio, for the Firelands Interleague Baseball League program (March 1 through July 31) beginning March 1, 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

SECOND READING

ITEM #1 – Submitted by Angela Byington, Planning Director

AGREEMENT WITH OSBORN ENGINEERING FOR SHORELINE DRIVE PROJECT

Budgetary Information: There is no impact to the general fund.
The total preliminary engineering cost, not to exceed, is \$150,042 to be initially paid with capital funds. The city intends to finance all costs associated with the Shoreline Drive rehabilitation project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Osborn Engineering of Cleveland, Ohio for professional design services for the Shoreline Drive rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Kelly Kresser

AUTHORIZATION TO ACKNOWLEDGE A TREX LIQUOR PERMIT TRANSFER FROM M & J HOSPITALITY, HAMILTON, OHIO, TO ZELLER GAMING, LLC, 142 COLUMBUS AVENUE

It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city has no objection to the TREX Liquor Permit Transfer of **D1** (*Beer only for on premises consumption or in original sealed containers for carry out only until 1:00 a.m.*), **D2** (*Wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D3** (*Spirituos liquor for on premises consumption only until 1 a.m.*), **D3A** (*Extended issued permit privileges until 2:30 a.m.*), and **D6** (*Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) **Liquor Permits** from M & J Hospitality, LLC dba MG’s Tavern & Fine Food, Hamilton, Ohio to Zeller Gaming, LLC, 142 Columbus Avenue, Sandusky.

ITEM #3 - Submitted by Casey Sparks, Assistant Planner

APPROVAL OF LANDMARK DESIGNATION FOR WHITWORTH BUILDING, 234 - 236 COLUMBUS AVENUE

Budgetary Information: There is no impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the Sandusky Landmark Commission’s designation of the Whitworth Building located at 234 – 236 Columbus Avenue, Parcel No. 56-01247.000, Sandusky, Ohio, as a local landmark; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with **Section 13 of the city charter**.

ITEM #4 - Submitted by Amanda McClain, Housing Manager

AUTHORIZATION TO SELL PROPERTY LOCATED AT 1017 PUTNAM STREET THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction, which will be recouped from the purchase price. The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing the city’s rental housing. The taxing districts will once again begin collecting real property taxes in the amount of \$1,039.68 annually.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #58-02370.000, located at 1017 Putnam Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Angela Byington, Planning Director

SECOND SUPPLEMENT TO COMPENSATION AGREEMENT WITH SANDUSKY CITY SCHOOLS TO INCLUDE SECOND URBAN RENEWAL AREA

Budgetary Information: There is not an impact to the budget.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a second supplement to the compensation agreement with Sandusky City School District; authorizing and directing the City Manager to execute an agreement extending the use of Chesapeake TIF funds into the second urban renewal area; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Aaron Klein, Director of Public Works

AUTHORIZATION TO BID THE WAYFINDING & SIGNAGE PROJECT

Budgetary Information: The total cost of planning, design, inspection and advertising is \$575,000 to be paid through the following funding sources: Federal Highway/ODOT (via MPO) - \$165,000, Lake Erie Shores & Islands - \$150,000, City of Sandusky - \$150,000, Firelands Regional Medical Center - \$50,000 and Cedar Fair - \$50,000. The city’s portion will be drawn from capital funds (Issue 8).

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed wayfinding and signage project; approving the specifications and engineer’s estimate of cost thereof and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Jeff Keefe, Project Engineer

PERMISSION TO BID COLUMBUS AVENUE UNDERPASS REPAIRS

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$85,000 and will be paid with capital projects funds (Issue 8).

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Columbus Avenue underpass repairs project; approving the specifications and engineer’s estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Aaron Klein, Director of Public Works

PROFESSIONAL SERVICES AGREEMENT WITH T & M ASSOCIATES FOR COMMUNITY-WIDE BROWNFIELDS ASSESSMENTS GRANTS

Budgetary Information: The Brownfields grant will fund one hundred percent of this contract.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with T & M Associates of Cleveland, Ohio, for professional environmental services in conjunction with the U.S. EPA Brownfields grant received from the U.S. Environmental Protection Agency; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 - Submitted by Aaron Klein, Director of Public Works

CHANGE ORDER #1 FOR BIWW EMERGENCY INTAKE REHABILITATION & CHEMICAL FEED LINE PROJECT

Budgetary Information: The original contract with Hank’s Plumbing & Heating Co., Inc. is for \$435,995. Change Order #1, for an additional amount of \$7,486.56 will revise the contract amount to \$443,481.56. The project is fully funded through the water fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work performed by Hank’s Plumbing & Heating Co., Inc., of Toledo, Ohio, for the Big Island Water Works emergency intake rehabilitation and chemical feed line installation project in the amount of \$7,486.56; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 - Submitted by Marvin Ranaldson, Transit Administrator

AUTHORIZATION TO PURCHASE A TOTAL OF FIVE BUSES THROUGH STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FOR SANDUSKY TRANSIT SYSTEM (2 SEPARATE VENDORS)

Budgetary Information: The 5339 (B) bus and bus facilities grant will require \$42,665 of local match funding, and will be paid with capital replacement funds. The capital replacement fund is dedicated to providing local match for capital expenses like vehicles, equipment and vehicle maintenance.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase four low-floor 20-passenger buses from American Bus and Accessories, Inc., of Cincinnati, Ohio, and one light transit vehicle from Bus Service, Inc., of Canal Winchester, Ohio, through the State of Ohio Department of Transportation cooperative purchasing program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 - Submitted by Marvin Ranaldson, Transit Administrator

APPROVAL OF AGREEMENT FOR TRANSPORTATION SERVICES WITH SANDUSKY CITY SCHOOLS

Budgetary Information: Sandusky Transit System will receive revenue from Sandusky City Schools for the length of the proposed contract. The funds collected will be used to offset the capital, planning and operating expenses through the 2017 5311 Rural grant program.

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 Sandusky City Schools for services related to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #12 - Submitted by Victoria Kurt, Recreation Superintendent

APPROVAL OF ERIE BLACKTOP FIELD FENCE REPLACEMENT PROJECT WITH FREMONT FENCE & GUARD RAIL

Budgetary Information: The quoted cost of the project is \$19,193 and will be paid with the monetary donation received from Erie Blacktop and the monetary donations raised from Leadership Erie County Class of 2016.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend the necessary funds for the purchase and installation of fencing from Fremont Fence & Guard Rail Co., of Fremont, Ohio, for the Erie Blacktop Field fence replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #13 - Submitted by Brad Link, Director of Public Services

PURCHASE OF PLAYGROUND EQUIPMENT AND SURFACING MATERIAL FROM DAVID WILLIAMS & ASSOCIATES / GAMETIME FOR LIONS PARK

Budgetary Information: This purchase in the amount of \$65,883.32 will be paid from the capital projects fund. This project was made possible through Issue 8 funding.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase playground equipment and associated surfacing from David Williams & Associates / Gametime of Alliance, Ohio, for Lions Park; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #14 - Submitted by John Orzech, Police Chief

PURCHASE OF FIFTEEN CRUISER MOBILE VIDEO SYSTEMS FROM L3 MOBILE-VISION, INC. THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM

Budgetary Information: The cost for the fifteen cruiser mobile video systems from L3 Mobile-Vision, Inc., is \$97,469.75 which will be paid \$82,431.23 from the Enforcement & Education fund, approximately \$4,977.21 (75% federal share) from the Edward Byrne Memorial Justice Assistance grant and the remaining balance will be paid with capital improvements funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase fifteen cruiser mobile video systems and accessories through the State of Ohio Cooperative Purchasing program from L3 Mobile-Vision, Inc., of Rockaway, New Jersey, for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #15 - Submitted by Dave Degnan, Fire Chief

PURCHASE OF CHEST COMPRESSION SYSTEM FROM PHYSIO-CONTROL, INC. THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM

Budgetary Information: The total amount for the Lucas 2.2 Chest Compression system purchase is \$17,419.60 with a discount of \$4,271 through the Ohio Cooperative Purchasing program, State of Ohio schedule contract #800252 with a grand total of \$13,148.60. A grant in the amount of \$5,000 was received from the Wightman Wieber Charitable Foundation bringing the grand total amount of \$8,148.60 which will be paid from the EMS account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase one Lucas 2.2 chest compression system from Physio Control, Inc. of Redmond, Washington, through the State of Ohio Cooperative Purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, February 13 at 8:30 p.m.

Tuesday, February 14 at 5 p.m.

Monday, February 20 at 8:30 p.m.

YouTube: https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ

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ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase one Lucas 2.2 chest compression system from Physio Control, Inc. of Redmond, Washington, through the State of Ohio Cooperative Purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

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

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Department of Planning and Development

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5873
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Casey Sparks, Assistant Planner

Date: January 10, 2017

Subject: January 23rd Commission Agenda Item –Application for an amendment to the zoning map for 2513 Venice Road (Parcel # 58-1990.00) and 1651 Tiffin Ave (Parcel # 58-02419.000)

Item for Consideration: Application to rezone 2513 Venice Road and 1651 Tiffin Ave. The property located at 2513 Venice Road is currently zoned as “LM” / Limited Manufacturing and “GB” General Business. The property located at 1651 Tiffin Ave is currently zoned as “GB” General Business. The application for consideration is to rezone both of the properties to “RMF” Residential Multi- Family.

Purpose: Chapter 1113 of the City of Sandusky Planning & Zoning Code states that the Zoning Map may be amended periodically in order to keep abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) **Whenever extensive developments are proposed that do not comply but would be in the public interest.**

Background Information: Within the past year the Development Department has received inquiries from developers for potential locations for multi-family development sites within city. The needs of these kinds of developments include: location on main corridor(s), close proximity to local retailers, recreational amenities and transit access. Staff believes that this location would be an appropriate location for multi- family development as it meets the criteria/amenities necessary.

Understanding the information provided from the Development Department regarding the interest in multi-family development within the city, specifically within this area, and the disinterest of retailers at this time, Staff supported the zoning amendment. Staff believes that a multi-family development will benefit the general public as it will provide an additional housing option on the west side of the city as well as aesthetically improving a blighted intersection within the City. The city and a residential development will be well served by the surrounding properties that include retail, recreational amenities, and a proposed bus stop and the rezoning will be in the public interest.

Correlation to the Comprehensive Plan: The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The Comprehensive Plan references this location as a potential focus area. Although within this specific area, the Comprehensive Plan recommends industrial redevelopment. Per the City’s Development

Department, they do not believe the properties to be logistically suited for industrial use and that there has not been interest from retail/commercial developers.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.

Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** Although the proposed zoning is not industrial or commercial in nature, it does help to reclaim blighted land and it increases the likelihood of redevelopment.

Livable City:

- **Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living and short-term transient rental.** The zoning amendment will support many of these housing options

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed amendments to the zoning map regarding 2513 Venice Road (Parcel # 58-1990.00), 1651 Tiffin Ave (Parcel #58-02419.000).

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Trevor Hayberger, Law Director

CITY OF SANDUSKY, OHIO
DEPARTMENT OF DEVELOPMENT
DIVISION OF PLANNING

PLANNING COMMISSION REPORT

APPLICATION FOR
MAP AMENDMENTS TO
2513 VENICE ROAD (PARCEL# 58-1990.000)
1651 TIFFIN AVE (PARCEL # 58-02419.000)

Reference Number: PC-25-16

Date of Report: November 22nd, 2016

Report Author: Casey Sparks, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

The City of Sandusky has submitted an application for an amendment to the Zone Map. The property located at 2513 Venice Road is currently zoned as "LM" Limited Manufacturing and "GB" General Business. The property located at 1651 Tiffin Ave. is currently zoned as "GB" General Business. The City is proposing to rezone the properties to "RMF" Residential Multi- Family. The following information is relevant to this application:

Applicant:	City of Sandusky 225 Meigs Street Sandusky, Ohio 44870
Site Location:	2513 Venice Road & 1651 Tiffin Ave.
Zoning:	"LM"/ Local Manufacturing District & "GB" General Business District
Existing Uses:	Vacant Land
Past Uses:	Mobile Home Park and Gas Station
Proposed Zoning:	"RMF" Residential Multi- Family
Applicable Plans & Regulations:	City of Sandusky Comprehensive Plan Sandusky Zoning Code Chapter Chapter 1113 Amendments to the Zone Map & Zoning Code Chapter 1133 Business Districts Chapter 1139 Manufacturing Districts Chapter 1129 Residential Districts

SITE DESCRIPTION

The subject properties are located at the northwest corner of Venice Road and State Route 6. The property has been an eyesore for numerous years and a point of contention for residents. As of recent, the City has completed environmental due diligence, allowing the City to take ownership of the properties as well as qualifying the City for a grant from the Ohio Development Services Agency to demolish the former gas station structure(s) and to remove the remaining underground storage tanks. This will leave the properties clear and ready for redevelopment.

3



HF PUBLIC FACILITY	R1-40 SINGLE-FAMILY RESIDENTIAL	LB LOCAL BUSINESS	DD DOWNTOWN BUSINESS
RS RESIDENTIAL SUBURBAN	R2F TWO-FAMILY RESIDENTIAL	RB ROADSIDE BUSINESS	CS COMMERCIAL SERVICE
R1-70 SINGLE-FAMILY RESIDENTIAL	RMF MULTI-FAMILY RESIDENTIAL	GB GENERAL BUSINESS	LM LIMITED MANUFACTURING
R1-60 SINGLE-FAMILY RESIDENTIAL	RWB RESIDENTIAL / BUSINESS	CA COMMERCIAL AMUSEMENT	GM GENERAL MANUFACTURING
R1-50 SINGLE-FAMILY RESIDENTIAL	P AUTO PARKING	CR COMMERCIAL RECREATION	PUD PLANNED UNIT DEVELOPMENT
AC AGRICULTURAL			R/S REQUIRED SETBACK IN FEET

DIVISION OF PLANNING COMMENTS

Within the past year the Development Department has received inquiries from developers for potential locations for multi-family development sites within city. The needs of these kinds of developments include: location on main corridor(s), close proximity to local retailers, recreational amenities and transit access. Staff believes that this location would be an appropriate location for multi-family development as it meets the criteria/amenities necessary.

In December the City adopted the Bicentennial Vision/ Comprehensive Plan, which outlines a city-wide development plan for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The Comprehensive Plan references this location as a potential focus area. Although within this specific area, the Comprehensive Plan recommends industrial redevelopment. Per the City's Development Department, they do not believe the properties to be logistically suited for industrial use and that there has not been interest from retail/commercial developers.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.
Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** Although the proposed zoning is not industrial or commercial in nature, it does help to reclaim blighted land and it increases the likelihood of redevelopment.

Livable City:

- **Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living and short-term transient rental.** The zoning amendment will support many of these housing options.

Chapter 1113 Amendments, of the Zoning Code, states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.**

Understanding the information provided from the Development Department regarding the interest in multi-family development within the city, specifically within this area, and the disinterest of retailers at this time, Staff would support the zoning amendment. Staff believes that a multi-family development will benefit the general public as it will provide an additional housing option on the west side of the city as well as aesthetically improving a blighted intersection within the City.

Lastly, whatever development may locate on this site will require Site Plan Off-Street Parking approval by Planning Commission.

ENGINEERING STAFF COMMENTS

The City Engineer has reviewed the proposed zoning amendment and has no objections.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed zone map amendment and has no objections.

POLICE DEPARTMENT COMMENTS

The City Police Chief has reviewed the proposed zone map amendment and has no objections.

FIRE DEPARTMENT COMMENTS

The City Fire Chief has reviewed the proposed zone map amendment and has no objections

CONCLUSION/RECOMMENDATION

In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. The Comprehensive Plan calls out this area as a focus area and the Bicentennial Vision supports reclamation of blighted properties and investment in housing choice. Lastly, the city and a residential development will be well served by the surrounding properties that include retail, recreational amenities, and a proposed bus stop and the rezoning will be in the public interest.

Planning Commission
November 30, 2016
Minutes

Chairman Mears called the meeting to order at 4:35 PM. The following members were present: Mr. Pete McGory, Chairman John Mears, Mr. Mike Zuilhof and Commissioner Wes Poole. Ms. Casey Sparks and Ms. Angela Byington represented the Planning Department, Mr. Trevor Hayberger represented the Law Department and Debi Eversole, Clerk from Community Development. Mr. Jeff Keefe was also in attendance. Mr. Ned Bromm, Mr. Jim Jackson and Mr. David Miller were excused.

There were four voting members present.

Mr. Poole moved to approve the minutes from the September 28, 2016 meeting as presented. Mr. Zuilhof seconded the motion. With no discussion, the motion carried unanimously.

Mr. Zuilhof moved to change the order of the agenda items #2 and #3. Mr. Poole seconded the motion. With no discussion, the motion carried unanimously.

Ms. Byington briefed the Commission and audience members that the City of Sandusky had applied to rezone **2513 Venice Rd** and **1651 Tiffin Ave** to Residential Multi Family. The properties were recently used as the Hoppers Mobile Home Community and the Sunoco Gas Station. They are currently zone Limited Manufacturing and General Business. The City has done environmental due diligence on the property, taken ownership and received a grant to demolish the former gas station structure and remove the underground storage tanks. This will leave the property ready for redevelopment. The City has been contacted by several multifamily developers over the past year expressing their development interests within the city limits. The City has interest from a developer for the subject property at this time. The property has the following attributes:

1. Location on two main corridors
2. Close proximity to retail and recreational amenities, as well as a proposed transit stop
3. This is a focus area within the City's Comprehensive Plan for substantial redevelopment
4. Reclaiming blighted land
5. Supports development

Chairman Mears stated that there was a letter of opposition received from a surrounding business owner Eric Weiss. He stated that Mr. Weiss's opposition will be included in the record.

Ms. Byington clarified to the audience that this was just a request for a rezoning of the property and if this were to be approved and the City determined to sell the property to a developer, site plan approval would be necessary through Planning Commission.

Chairman Mears asked for any comments from the audience. With no audience participation, he moved to comments from the Commission. Mr. Poole stated that Mr. Weiss's letter did not give a reason for opposition? He asked if Staff had any communication with him. Ms. Sparks stated that Mr. Weiss did visit the Planning and Zoning Department to express his opposition. He stated that he would prefer to see the property be used as a business use that would service the west side residents. Ms. Sparks at that time encouraged Mr. Weiss to put his opposition in writing, which he did.

Mr. McGory stated that his only concern is that what if a developer comes in with a plan that would fit the current use. Ms. Byington stated that the City does have an interested developer at this time, but if this does not come to fruition, the City would continue to look for a Multi-Family developer. If the property would need to be rezoned back to Local Business, they would just apply again for rezoning for that use. Mr. McGory asked if the City had a preference for Multi-Family use. Ms. Byington stated that she does not believe the City is interested in only Multi-Family, but there is a developer that would complete this type of project in a timelier manner. There is not a piece of land in our area with the attributes that this land has; it is a main corridor, it is walkable to retail and commercial establishments and there is a proposed transit stop. Ms. Byington also stated that underground tanks have been removed already with grant money received through Ohio Development Services. Mr. McGory asked if the rezoning could be conditioned through what type of project actually comes through, rather than rezone. Ms. Byington stated that the rezoning is being requested because a potential developer is going to ask for tax credits.

Mr. Zuilhof stated that he understands the sense of wanting to have more business but he also stated that it would be an appealing land use to have Residential Multi Family living in that area. Mr. Zuilhof is in favor of the proposed use.

Mr. Poole stated that the City can decide who to sell the property to so ultimately, they can control what goes in there. If the small businesses on the west end expect to make any money, they need customers. He wished that Mr. Weiss was in attendance to explain his opposition. Mr. Poole stated that he feels that residential living can contribute to the businesses in that area. He added that the property was used for residential living prior so we are not taking away a thriving business property and replacing it with residential living.

Mr. Poole moved to accept Staff's recommendation to change the zoning. Mr. Zuilhof seconded the motion. With no further discussion, the motion carried unanimously.

Ms. Sparks informed the Commission members that Mike Taus has applied for an amendment to the existing Conditional Use permit for the property located at **2309 Columbus Avenue**. At the September 28th meeting Planning Commission approved a Conditional Use permit to allow an electrical contractor company to locate at the site. The approved conditional use

permit would allow for three parking spaces in the rear of the building and one on- street parking space to be utilized.

Within the past few weeks the applicant has indicated to Staff that the parking in the front of the building continues to be necessary for his business. Staff had concerns regarding the previous proposals as we believe there was a substantial amount of pavement in the front yard. On Monday the applicant submitted an updated drawing showing a driveway and one parking space and turn around within the front yard, as well as landscaping long the east and west portions of the property. The applicant has also indicated plans for two on-street parking spaces.

Ms. Sparks presented an updated drawing that Staff received on Monday and then the day of the meeting Staff received a more dimensional drawing that shows the size of the parking stall and driveway.

Staff recognizes that the applicant has made substantial changes since the original proposal and would not oppose one parking space within the front yard with the condition that the parking space met the size requirements set forth in Section 1149.09 and the driveway is ten feet in width. Planning Staff would also recommend that the parking space is only utilized for customer parking and that no commercial deliveries will occur within the front yard area. Staff would also recommend that the applicant install additional landscaping within the front parallel to Columbus Avenue, specifically within the area that is marked grass on the site plan. Staff does not support one of the proposed on-street parking space located between the proposed driveway and the adjacent drive to the north. Ms. Sparks stated that Mr. Jeff Keefe, Assistant City Engineer was in agreement that the parking space between the proposed driveway and the adjacent drive to the north is not a good location for a parking space.

Ms. Sparks offered that the applicant is here, along with his legal representation. She stated that they have been in correspondence with Staff for the site plan. She added that she had received a letter from the other adjacent neighbor, which was provided to the Planning Commission members. The letter stated that he is against any parking. Staff reached out to him to explain that the applicant had proposed one parking space and sent him the staff report. Staff also provided exhibits previously given to Planning Commission with information on what those properties are zoned as.

Chairman Mears asked if anyone wished to speak for this application. Mike Taus, 810 Birchwood Drive stated that he revisited the site after the last meeting. He claimed that it is almost impossible to have 3 parking spaces in the back. The new proposal is for 2 spots in the back and 1 in front, along with 1 on street spot. He stated that he needed the 1 spot in front for a customer or mail delivery. His plan is to use the existing offices and storage. Any commercial deliveries will be in the back.

Chairman Mears asked what kind of signage is planned. Mr. Taus stated that there is an existing lamp post that he would place a small sign on, nothing lit that would shine into the neighbor's windows.

Mr. Poole stated that in the last meeting Mr. Taus had indicated that he had additional parking in the alley. He wondered how many spaces that turns out to be. Mr. Poole stated it was about 40' long. He stated that there was additional parking besides the 2 spaces that were discussed in the back. Mr. Taus agreed.

Dale Kaufman, Remax Realty stated that Mr. Taus would like to place his Electrical Business within the City of Sandusky. Mr. Kaufman stated that he has spent a lot of time in his career to encourage businesses to come into the Sandusky City limits and help with the evolution of the City. He feels that this is a fitting use for this building. He stated that Mr. Taus has done everything he can to reduce his original proposal to meet the Zoning requirements.

Robert Fidler Jr., Power of Attorney for the property owner. He claimed that he is fully aware of the history of the property. He stated that the property has always been used as a commercial use. He stated that he feels that the City is prohibiting him from selling his father's property. Mr. Poole asked if Mr. Fidler knew what the uses were for the building. Mr. Fidler stated that Natural Resources utilized the property as "The Fishery". When they relocated, Mr. Fidler's father purchased the property and remodeled it into offices. He stated that the building is in very good shape.

Mr. Zuilhof asked what Mr. Fidler meant when he stated that there were 2 front parking spaces. Mr. Fidler stated that he meant 2 on street parking spaces. There was always parking in the back of the building. Mr. Zuilhof asked how long it had been on the market. Mr. Fidler stated that it's been on the market for almost 2 years. He added that he felt the property could not be used as a residential property. Mr. Poole asked him to clarify why he felt the property could not be residential. Mr. Fidler stated that there are no shower or baths. There are 2 bathrooms inside the property but it would be very costly to add the full baths and remove walls, etc. D.J. Swearigen, 414 Wayne St. stated that he thinks that the Staff and applicant have worked well together and he thanked the Staff for working so hard to come to the proposed agreement. As all have stated prior, this would be a very difficult project to turn this building back into a residential space. The applicant has tried to work with the neighbors and Staff to come to a mutual agreement. As such, he has scaled down his original proposal significantly. He promised to be a good neighbor.

Mr. McGory asked Staff what the adjacent neighbors are saying. Ms. Sparks stated that she has not heard anything from the neighbors to the south. The other neighbor sent an e-mail which was provided to the commission that he was against any parking or signage on the property. Ms. Sparks added that the applicant had stated that he would not have an illuminated sign so that would not be an impact to that neighbor. Ms. Sparks stated that the applicant had

provided adequate landscaping within his site plan to provide screening to the adjoining neighbors.

Mr. Zuilhof asked if there would be a site plan provided if the application is approved. Ms. Sparks stated that Staff would work with the applicant on a landscaping plan that could accent the dimension plan that was received today.

For clarification, Mr. McGory stated that the building is currently zoned as residential, which had a grandfathered use as commercial and that period had expired due to failure to continue the use for one year. In September, the Commission approved a Conditional Use allowing the Commercial use, but did not approve the front yard parking. The use is approved, they applicant just wished to amend the parking conditions. Ms. Sparks stated that yes, the applicant could have operated since September when the use was approved. The Conditional Use permit that was approved at that time stated that there could be no permitted parking in the front yard, there be 3 parking spaces in the rear and 1 on street parking space. At that time, the applicant stated that with his type of business and his needs for the business, he could not meet those conditions. He then submitted a request for amendment to allow for one parking space in the front yard, two parking spaces in the rear and one on street parking space. Mr. McGory asked if Staff had determined what the actual size of the space rear of the building is. Ms. Sparks stated that the lot is 40' in width and standard parking spaces are 9'x19', so that space would be more conducive to 2 parking spaces. Although you could fit more spaces, there will be a required 24' wide aisle.

For clarification, Mr. Zuilhof asked if the application was for one or two spaces in the front. The application is for one space in the front, with condition of a single, non-commercial vehicle to be parked there. He then asked if Staff's recommendation was approval or denial. Ms. Sparks stated that the Staff Report that was written on November 22, 2016 recommended denial based on the information received. Since that date, Staff had received a revised drawing that indicated one space. Staff's recommendation is now for approval of one space in the front with the conditions that it will not be used for commercial vehicles and deliveries. Mr. Zuilhof's opinion is that it would be inappropriate to allow parking in the front yard. He stated that he feels that Staff has more than tried to accommodate the applicant's wishes.

Mr. Poole stated that he accepts the figures that the applicant has provided. He added that we are not here to determine how many spaces will fit here or there. What the Commission is here to determine is whether a driveway in the middle of that front yard will have a negative impact on the surrounding residents. This decision was already made in the last meeting that parking in the front yard would be a detriment to the neighborhood. The number of spaces in the rear of the building is a moot point. The amendment is for the parking in the front yard. Therefore, Mr. Poole moved to deny the application. Mr. McGory seconded the motion.

Mr. Poole stated that the adjoining neighbors came to the last meeting objecting the application. Another neighbor sent an e-mail stating his opposition. The letter stated that he cannot see the need to park in a front yard of a residential neighborhood. Additionally, adding a driveway will negatively impact parking on the street. Mr. Poole added that the Conditional Use was approved because the business could fully function without negatively impacting the neighbors. The amendment in his opinion will negatively impact the neighborhood.

Linda Armstrong, 4216 Woodridge Drive, listing agent for the property. She has had this property on the market since March 2015. It is a very difficult property to sell. Ms. Armstrong wanted to make clear that she is very familiar with Mr. Taus's business as he rents space off of her currently. The intent is for customers only to come in and out of the building. She stated that as a former patient of Dr. Fidler, the walk up to the building from the street is quite a hike. The intent is for convenience for his customers. Parking is always going to be a problem in the future and if this amended application is not approved, she feels that this will turn into a blighted property.

Nikki Lloyd, 316 Water Street stated that she has driven to the property and parked in the front and in the back. The parking in the back is very difficult if you don't pull in at the exact angle. She added that if you look at the property to the south, there is a driveway going back from the street. From the first rendering, Ms. Lloyd stated that she would have voted no on the parking plan. There would simply be too much concrete. She feels that the applicant has worked very hard in trying to find the least intrusive setup. In doing this, she stated that the applicant has reduced the amount of concrete as much as he could in the final proposal. Another thing to keep in mind is that the house will not ever sell to be kept as a residential property. There would be too much work and money to put into it and it would never be worth it.

Mr. Swearigen returned to the podium to state that he had submitted several exhibits of properties up and down the same street with driveways. He stated that another fact is that the building was built as a commercial building in a residential neighborhood. It was never used as a residence. And, it's further off the road than any other properties in the vicinity. He stated that any additional landscaping that would make the parking lot look more residential, they would do it.

Mr. McGory asked about the verbal recommendation that a driveway and parking space be approved in front yard included formal landscaping requirements. Ms. Sparks stated that Staff would work with the applicant to ensure proper landscaping and screening would occur, if the application was approved. Staff would recommend additional landscaping.

Mr. Zuilhof stated that if this application was denied, the applicant could amend the application to overcome some of the concerns that the Commissioners may have. He also made the point that since so much has been changed since the Staff report was written, they are being asked

to vote on an amended version of an application for an amendment to an approved Conditional Use.

Mr. Poole stated that he agreed with Mr. Zuilhof and that if there was a rendering that didn't propose a negative impact on the neighbors, he would vote for it. This is just not the case here. He stated that Mr. Taus stated that he would have one customer at a time and Mr. Poole stated that one customer that has to walk 100' to the front door from the street as thousands of patients did in the past is not a compelling enough reason to overcome the reality that a parking lot in a front yard is a negative impact to the neighborhood. Further, if it's a driveway proposed, the purpose of a driveways is to drive to a garage that is attached to a house, or behind a house to an unattached garage. There is additional parking in the rear of the building. There is also an easement on the south side of the alley for parking. Mr. Poole stated that the Dr's office managed to have staff, and multiple patients coming in throughout the day without a problem. Mr. Taus proposed that he would have 3 trucks come in the morning, load up and he himself will be there parked in the back. Mr. Poole's opinion is that there is no reason that customers can't park in the back or on the street as Dr. Fidler's patients with foot problems did for 30 years.

Mr. Swearinger addressed the Commission to reply to Mr. Pools comments. He stated that this is the only property on Columbus Ave that does not have an access point or driveway leading to the building. He stated that parking in the street is a safety issue, as cars are going past your driver's side door at speeds of 40 MPH. So to state that this is a mere convenience issue would not be true. This is also a safety issue.

Mr. Hayberger stated that since there is motion to deny the application, the Commission would have to vote "Yes" to deny the application and "No" to not deny the application. If the motion does not carry, there would need to be another motion specific to approving the application. Mr. Mears asked if the vote would have to be unanimous since there are only 4 voting members present and Mr. Hayberger replied that a vote only needs to be the majority of present members.

Mr. Poole stated that people's fear of getting in and out of their cars on that street doesn't appear to be a problem because the business was there 25 years ago and people didn't get run over getting out of their cars. The decision should not be made on this factor alone. It should be made on the impact to the neighborhood.

Mr. Taus wanted to state that every house from Perkins Ave to Scott St have driveways without garages and some of them also park in their front yard.

Chairman Mears asked to call the roll on the motion for denial. The motion carried with a 3/1 "yes" vote to deny the application.

Ms. Sparks stated that The Erie County Health Department has submitted an application for site plan approval for an addition to the existing health department facility at **420 Superior St.** The addition will serve as a detoxification facility. The applicant did receive approval for several variances through the Board of Zoning appeals for the side and rear yard setbacks. Section 1123.04 requires all welfare institutions to have a 200' side and rear yard setback. The applicant proposed a rear yard setback of 100.06' and a north side ~~yard~~ setback of 16.5'. *JRM*

The existing facility has 130 parking spaces; Chapter 1149.05(b) requires one space per five beds for any type of hospitals or rehabilitation facility. Staff understands that the detox center is proposed to have approximately twenty beds within the facility, as such the applicant has added four spaces to the existing parking area.

The applicant is proposing several landscaping islands and additional landscaping along the northern portion of the site. Chapter 1149.09 would require landscaping along adjacent parking lots as well as a street, understanding the western side of the lot has never been screened from the adjacent boat storage area, staff does not believe landscaping is necessary. Staff would recommend additional landscaping within the entrance way along Superior Street.

Staff would recommend approval of the site plan with the condition that the applicant provides a drawing indicating the dimensions of the parking stalls as well as the proposed height of the building addition and additional landscaping being installed along the entrance on Superior Street.

John Reyes, 46405 Telegraph Ave, Amherst is the architect on behalf of the Health Department and stated he does not have anything to add, but would be glad to offer answers.

Mr. Zuilhof moved to approve the application. Mr. McGory seconded the motion. Chairman Mears stated that the project has gone through as if it was going to happen long before it came before any City Boards. He feels this is poorly handled.

Mr. Poole asked if all of the neighbors were notified of this proposal. Ms. Sparks stated that all neighbors within 300' of the property were notified for the Board of Zoning Appeals meeting. There was one neighbor that called in with a question but was satisfied once it was answered.

Mr. Zuilhof stated that there have been several times where projects have started and even completed prior to receiving approval through Planning Commission. It is only when a problem arises that they would come before the Commission and by that time it is too late to do anything because the project is complete. He wondered if the Commission could be notified if there are major applications or a potential controversial application if the Commission could be notified that it is in the works.

Ms. Byington stated that when people approach the Planning Department with a proposal or completed application, they are told how long the process takes. Whether it's Planning Commission, Board of Zoning Appeals or both, they are well aware that they may have to wait until the following month's meeting. Sometimes they move forward with getting engineers and architects on board and often times press releases happen without Staff's knowledge.

Chairman Mears stated that he is not disappointed with Staff, nor is he opposed to this application. He feels it's a great addition, it just was not done in proper order.

With no further discussion, the motion carried unanimously.

Chairman Mears stated that there is one item added to the agenda. Mr. Jeff Keefe, Assistant City Engineer presented the plan for Lion's Park. This presentation is informational and did not require a vote through the Commission. The Commissioners discussed the Engineering plan with Mr. Keefe. Discussion included:

- Addition of rain gardens
- Entrances and exits
- What will happen to the old monuments
- Let the Lion's Club determine what to do with the old monuments
- Break wall improvements

Mr. Keefe's presentation concluded.

Commissioner Nikki Lloyd stated that while she appreciates the time that the Commissioners volunteer for these boards and respects the fact that the Commissioners may have more experience in dealing with the matters that come before Planning Commission, she is disappointed with the vote tonight on the Columbus Ave application. She stated that since there is really nothing more that could go into that specific building, and that knowing the time and effort that the applicant went through with Staff to come to a compromise on the front parking area, she wondered if the Commissioners could not have suggested ideas of how the project could happen. Mr. Zuilhof offered to sit down and speak with Ms. Lloyd at a future date.

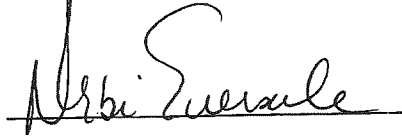
Mr. Poole stated that he is glad that this discussion came up and that he feels that it is not the Planning Commission's responsibility to determine whether a real estate deal goes through or not. He stated that the Planning Commission's purpose is to vote based on the impact the application will have on the neighbors. Mr. Hayberger agreed with Mr. Poole's definition that the Planning Commission should base their decision on the impact of the neighborhood.

Mr. Poole added that he feels that the applicant and his representation did not present a case that indicated that this application would not negatively impact the neighbors. The applicant spoke of the need for a driveway. Mr. Poole stated that driveways go past the side of the house to a garage or to an attached garage is not the same as 10' of concrete leading to the front door. Mr. Poole's opinion is that the applicant was not trying to make this work to reduce the negative impact of the neighbors, the applicant was trying to make this work for himself. There is no burden to walk 100' from the street.


Ms. Lloyd stated that she had attended several Planning Commission meetings and feels that maybe the wrong things were taken into consideration and that the impact on the neighbors was not as much a factor. She stated that the drawing submitted in tonight's meeting however, is the best case scenario for that property and that she would hate to see the property end up demolished.

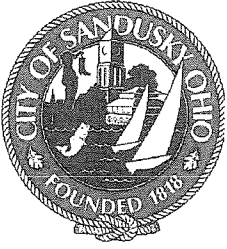
Chairman Mears adjourned the meeting at 6:23PM.

APPROVED:

A handwritten signature in cursive script, appearing to read "Debi Eversole", written over a horizontal line.

Debi Eversole, Clerk

A handwritten signature in cursive script, appearing to read "John R Mears", written over a horizontal line.
John Mears, Chairman



Department of Planning and Development

January 11, 2017

Planning Commission recommends the approval for the rezoning amendment for the properties located at 2513 Venice Road (Parcel # 58-1990.000) and 1651 Tiffin Ave (Parcel # 58-02419.000).

John R Mears

John Mears
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE ONE (1) PARCEL FROM "LM" (LIMITED MANUFACTURING DISTRICT) AND "GB" (GENERAL BUSINESS DISTRICT) AND ONE (1) PARCEL FROM "GB" (GENERAL BUSINESS DISTRICT) TO "RMF" (RESIDENTIAL MULTI-FAMILY DISTRICT).

WHEREAS, a request is being made by the City for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District) as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the request for rezoning from "LM" (Limited Manufacturing District) and "GB" (General Business District) to "RMF" (Residential Multi-Family District) is to provide an appropriate location for potential multi-family development which will benefit the general public by providing additional housing options on the west side of the City as well as aesthetically improving a blighted intersection within the City; and

WHEREAS, this request was heard by the Planning Commission at their November 30, 2016, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment; and

WHEREAS, a public hearing on the request was held by this City Commission at their January 23, 2017, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District); and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of one (1) parcel from "LM" (Limited Manufacturing District) and "GB" (General Business District) and one (1) parcel from "GB" (General Business District) to "RMF" (Residential Multi-Family District) as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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 shall take effect at the earliest time allowed by Law.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017 (effective after 30 days)

DESCRIPTION OF LAND

Situated in the City of Sandusky, County of Erie and State of Ohio: Being part of the Mills 175 acre tract and part of Outlots No. 5 and 6 in the Survey and Subdivision of the 479 acre tract and or the north part of the 111 acre tract north of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47, also being 3.7829 acres of lands of Margie L. Hoffman, Trustees, RN200003005 all references herein to the records of the Erie County Recorder's Office and being more particularly described as follows:

Beginning for reference at a 1" Iron pin found in a monument box in the centerline of Venice Road (SR 6) (60') said rod bearing S. 85 deg. 34'00" E. a distance of 574.74 feet from a monument box found at the intersection of centerlines of Olds St. and Venice Road; thence N. 85 deg. 34'00" W. with the centerline of Venice Road, a distance of 32.53 feet to a point; thence N. 4 deg. 26'00" E. a distance of 30.00 feet to the northerly line of Venice Road and a 1/2" Iron rod set marking the true point of beginning for this description;

thence N. 4 deg. 32'00" W. with lands of Westgate Properties, Ltd., RN200412120, a distance of 531.55 feet to a point referenced by a 3/4" Iron pipe found 0.26' north and 0.08' west;

thence S. 85 deg. 08'00" E. with the southerly line of the Norfolk Southern Railroad (100') a distance of 300.36 feet to a 1/2" iron rod set;

thence S. 4 deg. 32'00" E. with lands of Dean H. Pixley, O.R. 188, Pg. 174-175 and Kenneth H. & Sylvia R. Ruthsatz, D.V 560, Pg. 772, a distance of 267.40 feet to a point referenced by a 2" Iron pipe found 0.27' south and 0.02' east;

thence S. 51 deg. 36'00" E. with said lands of Ruthsatz a distance of 230.09 feet to a 1/2" iron rod set;

thence S. 38 deg. 24'00" W. with the northerly line of Tiffin Ave. (66') a distance of 16.06 feet to a drill hole set in concrete;

thence S. 87 deg. 42'00" W. with lands of Buckeye Investment N.W.O. LLC, RN200010150 a distance of 212.14 feet to a point referenced by a 3/4" iron pipe found 0.19' south and 0.25' west;

thence S. 27 deg. 41'00" W. with said lands of Buckeye Investment, a distance of 38.00 feet to a point referenced by a PK nail found 0.14' south and 0.28' west;

thence S. 4 deg. 26'00" W. with said lands of Buckeye Investment, a distance of 57.00 feet to a drill hole set in concrete;

thence N. 85 deg. 34'00" W. with the northerly line of Venice Road, a distance of 215.36 feet (previously recorded as 215.40 feet) to the point of beginning containing 3.7829 acres more or less.

This description was prepared by John Hancock, P.S. Ohio R.L.S. 6918 from an actual field survey conducted in September, 2004. Bearings are based upon a bearing of N. 85 deg. 34'00" W. for the centerline of Venice Road.

Property Address: 2513 Venice Rd., Sandusky, OH 44870

Tax ID No.: 58-01990.000

**RE-ZONING
LEGAL DESCRIPTION**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 3, part of Mills 175 Acre Tract and part of Outlot 5 in the Survey and Subdivision of the 479 Acre Tract and/or the north part of the 111 Acre Tract North of Tiffin Avenue in the City of Sandusky as recorded in Plat Volume 1, Page 14 and 47 and being all of those lands of the City of Sandusky, RN 201609153, all references herein to the records of the Erie County Recorder, and being more particularly described as follows:

Commencing, for reference, at a 1" iron rod in a monument box found at the intersection of centerlines of Olds Street with Venice Road (60 feet in width); thence, South 85°34'00" East with the centerline of Venice Road, a distance of 757.61 feet to a point, passing at a distance of 574.74 feet a 1" iron rod found in a monument box; thence, North 4°26'00" East, a distance of 30.00 feet to a point in the north right-of-way line of Venice Road, same being a southeast corner of lands of the City of Sandusky, RN 201601735 and the **TRUE POINT OF BEGINNING** for this description;

Thence continuing, North 4°26'00" East with said lands, a distance of 57.00 feet to a point;

Thence, North 27°41'00" East with said lands, a distance of 38.00 feet to a point;

Thence, North 87°42'00" East with said lands, a distance of 212.14 feet to a point in the northwesterly right-of-way line of Tiffin Avenue (66 feet in width);

Thence, South 38°24'00" West with said Tiffin Avenue, a distance of 118.25 feet to a point;

Thence, with a non-tangent curve to the right with a radius of 71.42 feet, a delta of 42°26'53", a length of 52.91 feet, and a chord bearing of South 73°12'39" West with a distance of 51.71 feet to a point in the north right-of-way line of Venice Road;

Thence, North 85°34'00" West with north right-of-way line of Venice Road, a distance of 111.41 feet to the point of beginning, containing 0.4211 acres (18,342.56 square feet) of land, more or less, subject to any easements and restrictions of record.

EXHIBIT

"B"

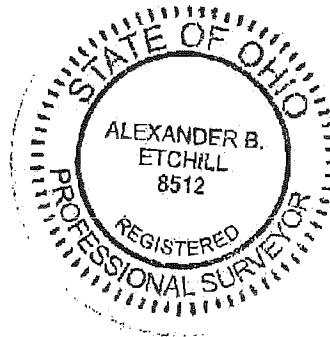
Page 2 of 2
Re-zoning of 0.4211 Acres

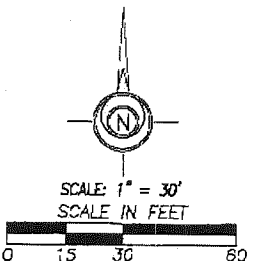
This description was prepared by Alexander B. Etchill, P.S. No. 8512 from record information. Bearings herein are based upon a deed bearing of South 85°34'00" East for the centerline of Venice Road.

John Hancock & Associates, Inc.

Alexander B. Etchill
Alexander B. Etchill, P.S.

Date: 12/07/16
File: 250916/2509-rezone





OLDS STREET

2513 VENICE ROAD
CITY OF SANDUSKY
RN 201601735
58-01890.000

WEST LINE MILLS 175 ACRE TRACT

2513 VENICE ROAD
CITY OF SANDUSKY
RN 201601735
58-01890.000

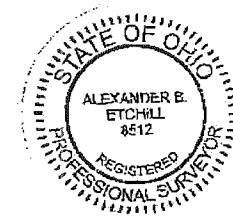
1651 TIFFIN AVENUE
CITY OF SANDUSKY
RN 201609153
58-02419.000

RE-ZONE AREA
0.4211 ACRES
(18,342.56 S.F.)

CURVE "A"
R=71.42'
Δ=42°26'52"
L=52.91'
CH=51.71'
S 73°12'39" W

BEARINGS HEREON ARE BASED UPON
A DEED BEARING OF S 85°34'00" E
FOR THE CENTERLINE OF VENICE ROAD.

I HEREBY CERTIFY THAT THIS PLAT
WAS PREPARED FROM RECORD
INFORMATION.



Alexander B. Etchill
ALEXANDER B. ETCHILL, P.S.
OHIO R.L.S. 8512
DATE: 12/07/16

TIFFIN AVENUE
(60' RIGHT-OF-WAY)

VENICE ROAD
(60' RIGHT-OF-WAY)

REVISED:	
John Hancock & Associates SURVEYORS 305 E. MARKET ST. SANDUSKY, OHIO 44870 (419) 485-7833	
RE-ZONING PLAT 1651 TIFFIN AVENUE PART OF MILLS 175 ACRE TRACT AND PART OF OUTLOT 5 IN THE SURVEY AND SUBDIVISION OF THE 479 ACRE TRACT AND/OR THE NORTH PART OF THE 111 ACRE TRACT WARD 3, CITY OF SANDUSKY, ERIE COUNTY, OHIO	
JOB NO.:	250916
DRAWN BY:	DMM
FILE NO.:	2509-ZONE
DATE:	12/07/16
SCALE:	1" = 30'
SHEET NO.:	1

X:\250916\250916-CONV.ZW4



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 23, 2017

Subject: **Commission Agenda Item – Erie Soil & Water Conservation District Annual Cost Sharing**

ITEM FOR CONSIDERATION: Legislation to issue payment for the annual cost sharing fee as per the signed, attached Memorandum of Agreement dated February 12, 2014, between the Erie Soil and Water Conservation District (ESWCD) and City of Sandusky.

BACKGROUND INFORMATION: The City has participated in this program since 2011 and has received many benefits from ESWCD. The Memorandum of Agreement (MOA) provides funding for the Soil and Water District for professional services performed on behalf of the City of Sandusky to meet requirements of the Ohio Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination System (NPDES) Phase II storm water program for the co-permittees jurisdictions. The current co-permittees covered under the OEPA small Municipal Separate Storm Sewer Systems (MS4) permit are City of Sandusky, Erie County Engineer, City of Vermilion, Perkins Township, Margaretta Township and Village of Bay View. The current MOA is for one (1) year starting in calendar year 2014 with four (4) automatic one-year renewals.

The Soil and Water District has been very instrumental in helping the city fulfill these requirements. Some of the proposed assistance provided by the storm water coordinator will be to train city staff, illicit discharge detection and elimination, completion of the annual storm water report to the Ohio EPA, evaluation of storm water pollution prevention plans for city projects, and required monthly inspections for city projects.

BUDGETARY INFORMATION: The annual amount for continuing to participate with the Erie County NPDES Phase II Program is \$10,000.00. The annual cost will be paid with Storm Water Funds.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and that it take immediate effect in accordance with Section 14 of the City Charter in order to make payment to Erie Soil and Water Conservation District for the annual fee due in the first quarter of each year pursuant to the existing Memorandum of Agreement.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

Memorandum of Agreement
between
The Erie Soil & Water Conservation District
and
City of Sandusky

Upon this 12th day of Feb, 2014 this Memorandum of Agreement (Agreement) was entered into by and between the Erie Soil & Water Conservation District (District), and the City of Sandusky (City).

Mandated by Congress under the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) Storm Water Program is a comprehensive two-phased national program for addressing the non-agricultural sources of storm water discharges that adversely affect the quality of our nation's waters. The Program uses the NPDES permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by storm water runoff into local water bodies. The Phase II Final Rule, published in the Federal Register on December 8, 1999, requires NPDES permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (MS4s) and construction activity disturbing 1 acre of land and above.

The City has identified the District as the lead agency for the Erie County NPDES Phase II Program. Other county municipalities and townships have joined the Erie County NPDES Phase II program as co-permittees. Recognizing the need for a close working relationship in carrying out the responsibilities of the Phase II program for which each is charged, the City and the District enter into this Memorandum of Agreement as the foundation for an enduring cooperative relationship. Such cooperation allows for joint effort in the solution of problems relating to storm water management, land use planning, and the development of the soil and water resources within the urbanized areas of Erie County.

The District agrees to:

1. Employ a program coordinator qualified to guide the City in implementation of the NPDES Phase II Storm Water Rule, including assistance to select and implement minimum control measures to insure compliance with applicable requirements
2. Update and submit the revised Storm Water Management Plan (SWMP) and the NPDES Phase II permit application for the City to the Ohio Environmental Protection Agency (EPA) in compliance with EPA regulations and deadlines
3. Provide payment to EPA for the NPDES Phase II permit fees and annual discharge fees (Fees shall be paid from the yearly appropriation to District)
4. Collect data and reports from the City on the progress of the Phase II storm water management program, compile this information, and write and submit the NPDES Phase II Annual Report to the EPA in compliance with applicable regulations and deadlines
5. Develop and implement a storm water and non-point source pollution education program for the residents of and the local schools systems serving the urbanized areas

of Erie County that satisfies the Phase II minimum control measure for Public Education and Outreach in compliance with the SWMP

6. Provide resources and assistance for development and implementation of public meetings and events to inform citizens of the program and to create volunteer opportunities to gain public support that satisfies the Phase II minimum control measure for Public Participation and Involvement and SWMP
7. Provide informational resources and technical assistance as requested to assist in satisfying the Phase II storm water management plan requirements and to guide proper land use decisions
8. Keep City informed of updates to NPDES Phase II rules and regulations

The City agrees to:

1. Appoint one (1) representative and one (1) alternate to serve on the Clean Water Coalition, which will guide the development of the SWMP
2. Cooperate with the District to develop and implement programs that satisfy the Phase II minimum control measures for Illicit Discharge Detection & Elimination, Post Construction Runoff Control, and Good Housekeeping in accordance with the SWMP
3. Follow up on construction site Storm Water Pollution Prevention Plan (SWPPP) compliance issues within 30 days of original notice of violation from the District and take the necessary actions to bring the site into compliance, i.e. stop work orders and/or the issuance of fines
4. Provide the District with data, reports and other collected information to be used in the NPDES Phase II Annual Progress Report
5. Provide an appropriation in the amount of \$10,000, payable in the first quarter of each calendar year, to the Erie SWCD for the agreed term with an annual review for any adjustments that need to be made due to planned program objectives which shall be approved by the City and the District prior to implementation adjustments
6. Utilize best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for storm water quantity and quality, erosion and sediment control measures, and natural resource protection, and compliance with NPDES permit requirements

It is mutually agreed:

1. The District and the City shall meet yearly to review and, where possible, coordinate their individual progress and activities for maximum mutual benefit and update this document as necessary
2. The Erie County Commissioners will be the holder of the NPDES Phase II permit, but the City will be responsible for meeting the requirements of the NPDES Phase II Permit as it pertains to its operation
3. The District and the USDA Natural Resources Conservation Service (NRCS) prohibit discrimination in programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status

4. This agreement is effective for the period of one (1) year beginning on the effective date above with an automatic one year renewal each year for four (4) additional years unless one or both parties terminate by written notice as outlined below
5. This agreement may be terminated upon 30 days written notice by either party
6. The Clean Water Coalition shall meet quarterly or more often if deemed necessary by the majority of committee members

In witness whereof, this Agreement is executed and agreed to on the day, month, and year written above.

Erie Soil & Water Conservation District

City of Sandusky

By: Steve Decha

By: Nicole Ard

Name: Steve Decha

Name: Nicole Ard

Title: chair

Title: City Manager

Erie Soil & Water Conservation District
Additional Services
Addendum

Municipalities and Villages:

The Erie Soil & Water Conservation District can provide the following services to each community under separate agreement for technical services to assist communities with the Phase II minimum control measure for Construction Site Runoff Control.

Townships:

Townships are currently covered under a Memorandum of Agreement with the Erie County Engineer's Office for Plan Review and Construction Site Runoff Control.

Additional Services:

1. Review plans for all commercial, residential and industrial developments, greater than one acre, and provide written comments regarding soil limitations, wetlands, riparian areas, and other natural resource considerations pertinent to the site
2. Review and approve Storm Water Pollution Prevention Plans (SWPPPs) for all commercial, industrial and residential developments, greater than one acre, in the political jurisdiction to ensure adequate plans for erosion and sediment control, natural resource protection, and water quality enhancement
3. Meet on site with the developer prior to the beginning of earth-moving activities to discuss implementation of proposed and project
4. Provide inspections of all aforementioned development sites and keep the jurisdiction informed of construction site SWPPP compliance

All services can be tailored based on the needs of the local community.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE ERIE SOIL & WATER CONSERVATION DISTRICT TO CONTINUE PARTICIPATION IN THE ERIE COUNTY NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the City Manager to enter into a Memorandum of Agreement with the Erie Soil & Water Conservation District for participation in the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II Program for a period of one (1) year with four (4) automatic renewals by Ordinance No. 14-007, passed on January 27, 2014; and

WHEREAS, the City of Sandusky has participated in this program since 2011 and has received many benefits from Erie Soil & Water Conservation District and the Memorandum of Agreement provides funding to the Soil and Water District for professional services performed on behalf of the City to meet requirements of the Ohio Environmental Protection Agency's (OEPA) NPDES Phase II Storm Water Program for the co-permittee's jurisdictions; and

WHEREAS, the current co-permittess covered under the OEPA Small Municipal Separate Storm Sewer Systems (MS₄) permit are the City of Sandusky, Erie County Engineer, City of Vermilion, Perkins Township, Margaretta Township and the Village of Bay View; and

WHEREAS, the City's annual cost to continue to participate in the Erie County NPDES Phase II Program is \$10,000.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue participation in the program and make payment to the Erie Soil & Water Conservation District in the first quarter of each calendar year pursuant to the Memorandum of Agreement; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to the Erie Soil & Water Conservation District to continue to participate in the Erie County National Pollutant Discharge Elimination System (NPDES) Phase II Program in an amount **not to exceed** Ten Thousand and 00/100 Dollars (\$10,000.00) as required pursuant to the agreement.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 31, 2017

Subject: Commission Agenda Item – East End Sewer Improvements Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 2, for the East End Sewer Improvements Project.

BACKGROUND INFORMATION: This project was awarded to Underground Utilities, Inc. at the September 14, 2015 city commission meeting per ordinance 15-123 in the amount of \$4,559,008.00. Change Order No. 1 was approved at the October 24, 2016 city commission meeting per ordinance 16-179 in the amount of \$44,951.90 and revised the contract amount to \$4,603,959.90

This is one of the first projects listed in the Revised General Plan that was submitted to Ohio EPA in November 2013 for approval. The project consisted of several capacity improvements: (1) 21-inch sanitary sewer in Remington Avenue from Laurel St. to Cleveland Road, (2) 24-inch relief sanitary in Cleveland Rd beginning at Remington Avenue and extending to Farwell Street, (3) supplemental pump station at the existing Farwell Pump Station site to handle the additional flow from the relief sanitary sewer, (4) force main from Farwell Lift Station to a discharge point on the 48-inch sewer at the intersection of Arthur Street and Third Street, and (5) replace and increase capacity of the Meadowood Pump Station on East Oldgate Road. In addition to the reconstruction of Third Street from Farwell Street to Arthur Street.

Underground Utilities, Inc. is requesting a time extension from the contract original completion date of March 18, 2017 until May 15, 2017. Change Order No. 2 will allow the contractor to complete restoration work such as final grading, seeding and mulching during the warmer months of April and May at the two pump stations and reseed and mulch along the project corridor as needed.

BUDGETARY INFORMATION: Change Order No. 2 will not impact the contract amount. The contract amount will remain as \$4,603,959.90 at this time.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order for the contractor, Underground Utilities, Inc., not be charged for liquidated damages per contract document Article 3.2 LIQUIDATED DAMAGES page CITY-CF-2 for completing work beyond the original completion date of March 18, 2017.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

UNDERGROUND UTILITIES, INC.

"An Equal Opportunity Employer"

416 West Monroe Street – PO Box 428

Monroeville, Ohio 44847

Phone: 419-465-2587 Fax: 419-465-4289

E-mail: blloyd@undergroundutilitiesinc.com

January 13, 2017

Jones & Henry Engineers, Ltd.
Attn: Mike Karafa, Project Engineer
3103 Executive Parkway, Suite 300
Toledo, OH 43606

Re: East End Sewer Improvements
City of Sandusky, Erie Co., Ohio
UUI Project No. 2015077
—*Project time extension request*—

Gentlemen:

Pursuant to the above referenced project, the Contractor wishes to request a time extension for project completion.

Specifically, it is to be noted that the project's Notice to Proceed was executed on October 15, 2015 with an agreed upon Notice to Proceed date of September 25, 2015 and, therefore, by Contract having a 540 consecutive day final completion with the final completion day then being established as March 18, 2017.

It is further to be noted that effective January 1, 2017, **Substantial Completion** has been achieved and, as such, the Owner is currently using and benefitting from the proposed and installed system as contractually intended. That being said, however, there remains a small amount of restoration items (reference is made to the **Deficiency List** dated 12/21/2016), yet to be completed which will require ambient temperature moderation as well as more favorable soil conditions allowing the Contractor to complete those restoration items which cannot be completed between now and the March 18, 2017 date, above noted.

As such, the Contractor hereby requests a time extension for final project completion and closure with the final completion date extended to May 15, 2017 (reference is made to the construction meeting minutes of December 6, 2016, paragraph 7-**Contract Extension for Restoration**, subparagraph a, page 2).

Upon receipt and review, should there be questions regarding this request, please do not hesitate to contact me.

Respectfully,

UNDERGROUND UTILITIES, INC.



Robert L. Lloyd, P.E.

RLL/mab

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND CHANGE ORDER FOR WORK TO BE PERFORMED BY UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE EAST END SEWER IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission declared the necessity to proceed with the proposed East End Sewer Improvements Project by Resolution No. 025-15R, passed on July 13, 2015; and

WHEREAS, the City Commission approved the awarding of the contract to Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the East End Sewer Improvements Project by Ordinance No. 15-123, passed on September 14, 2015; and

WHEREAS, the East End Sewer Improvements Project is one of the first projects listed in the Revised General Plan that was submitted to Ohio EPA in November of 2013 for approval and consists of several sewer capacity improvements, one of which was to replace the Meadowood Pump Station on East Oldgate Road, including a small portion of East Oldgate along the curb adjacent to the new lift station property; and

WHEREAS, this City Commission approved the First Change Order for work to be performed by Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the East End Sewer Improvements Project in the amount of \$44,951.90 by Ordinance No. 16-179, passed on October 24, 2016; and

WHEREAS, this Second Change Order provides for an extension in the final project completion date from March 18, 2017, until May 15, 2017, to allow the contractor to complete restoration work such as final grading, seeding and mulching during the warmer months of April and May at the two (2) pump stations, and reseed and mulch along the project corridor; 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 approve the change order to extend the project completion date to allow the contractor to complete the work beyond the original completion date of March 18, 2017, and avoid being charged for liquidated damages pursuant to the contract documents; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second Change Order extending the final completion date from March 18, 2017, until May 15, 2017, for work performed by Underground Utilities, Inc. of Monroeville, Ohio, for the East End Sewer Improvements Project.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 31, 2017

Subject: Commission Agenda Item – Fifth Street Reconstruction Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1, for the Fifth Street Reconstruction Project.

BACKGROUND INFORMATION: This project was awarded to Precision Paving, Inc., Milan Ohio at the August 8, 2016 city commission meeting per ordinance 16-127 in the amount of \$273,671.88.

This project involved resurfacing Fifth Street from Sycamore Line to just east of Hollyrood Road. Catch basins were replaced as needed with new curb & gutter. Work included replacement of some sidewalks, handicapped ramps and new sewer and water manhole castings.

Precision Paving, Inc. is requesting a time extension from the contract original completion date of November 10, until May 26, 2017. The contractor experienced a delay in receiving the monument boxes and the correct manhole castings. The original order was placed on 9/8/16. The casting lids all had the word "STO" for storm sewers on them. Some of the manholes are for sanitary sewers which require casting lids with the word "SAN". The contractor finally received the monument boxes and correct lids on 1/17/17. Change Order No. 1 will allow the contractor to change out the manhole casting lids, complete the monument box work and finish the punch list items. Some of the work will require the asphalt material and the plants are anticipated to open in late April or early May

BUDGETARY INFORMATION: Change Order No. 1 will not impact the contract amount. The contract amount will remain as \$273,671.88 at this time.

ACTION REQUESTED: It is recommended that the necessary legislation be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order for the contractor, Precision Paving, Inc., not be charged for liquidated damages per contract document Article 3.2 LIQUIDATED DAMAGES page CITY-CF-2 for completing work beyond the original completion date of November 10, 2016.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director



January 30, 2017

Precision Paving, Inc.
3414 St. Rt. 113 East
Milan, Ohio 44846

City of Sandusky,

Due to backorder of steel lids and frames, Precision Paving, Inc. is requesting an extension to the 5th Street program. The original order was placed on 9/8/16. Included in that order were manhole frames, manhole lids and monument boxes. Corrective measures were taken on 11/7/16 to get manholes adjusted with wrong lids to get them completed before season end. There are a few minor adjustments to be made on punch list and lids will be changed correctly. Final delivery of lids and monument boxes was 1/17/17.

We are aware of punch list items and will complete list asap. Due to the fact that asphalt plants normally don't open til late April early May we would like to request a completion date of May 26th, 2017.

Thank You,

A handwritten signature in black ink, appearing to read "Mike B.", is written over a horizontal line.

Mike Kegarise
President
Precision Paving, Inc.

Phone (866)-511-PAVE (7283) / Fax (419)-499-7284
3414 St. Rt. 113 East Milan, Ohio 44846
www.ppaving.com

An Equal Opportunity Employer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK TO BE PERFORMED BY PRECISION PAVING, INC., OF MILAN, OHIO, FOR THE FIFTH STREET RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the submission of an application by the City Manager for financial assistance and to enter into a Project Agreement with the Ohio Public Works Commission for the proposed Fifth Street Reconstruction Project by Resolution No. 033-15R, passed on August 24, 2015; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Fifth Street Reconstruction Project by Resolution No. 027-16R, passed on June 13, 2016; and

WHEREAS, the Fifth Street Reconstruction Project involves the reconstruction of Fifth Street from Hollyrood Road to Sycamore Line and includes the milling of 2.5 inches of asphalt and replacement with new asphalt along with the sidewalks and curb and gutter removal and replacement as needed; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio for the Fifth Street Reconstruction Project by Ordinance No. 16-127, passed on August 8, 2016; and

WHEREAS, this First Change Order provides for an extension in the final project completion date from November 10, 2016, until May 26, 2017, as the contractor experienced a delay in receiving the monument boxes and correct manhole castings, which were finally received on January 17, 2017, and this change order will allow the contractor to change out the manhole casting lids, complete the monument box work and finish the punch list items, some of which will require asphalt material that cannot be obtained until the asphalt plants open, anticipated to be in late April or early May; 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 approve the change order to extend the project completion date to allow the contractor to complete the work beyond the original completion date of November 10, 2016, and avoid being charged for liquidated damages pursuant to the contract documents; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final project completion date from November 10, 2016, until May 26, 2017, for work to be performed by Precision Paving, Inc., of Milan, Ohio, for the Fifth Street Reconstruction Project.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jeffrey Keefe, P.E.
Date: February 1, 2017
Subject: Commission Agenda Item – Submerged Land Lease for 103 Lurie Lane

ITEM FOR CONSIDERATION: Resolution authorizing and consenting to a submerged land lease to be issued by the State of Ohio for William & Jayne Djubek, 103 Lurie Lane, Sandusky, Ohio 44870.

BACKGROUND INFORMATION: This lease is for the property located at 103 Lurie Lane (PPN 5500345001), for a new seasonal floating dock (4'x20') encompassing 0.0018 acres along the Sandusky Bay.

The applicant has submitted the Coastal Permit and Lease Application to the State of Ohio Department of Natural Resources (ODNR). ODNR requires a resolution from the City stating the area of land in question is not needed for any municipal use and the land use stated in the property owner's application complies with regulation of permissible land use of the City of Sandusky.

After review of the land and business use, I find this property to be in compliance with City code and is not needed for municipal use.

BUDGETARY INFORMATION: There is no budgetary impact.

ACTION REQUESTED: It is requested that a resolution authorizing and consenting to a submerged land lease be issued by the State of Ohio Department of Natural Resources to William & Jayne Djubek, 103 Lurie Lane, Sandusky, Ohio 44870, be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Public Works

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO SECTION 1506.11 OF THE OHIO REVISED CODE FINDING AND DETERMINING THAT BASED UPON THE REPRESENTATIONS AND APPLICATION FILED BY WILLIAM F. AND JAYNE E. DJUBEK, TRUSTEES FOR PROPERTY LOCATED AT 103 LURIE LANE, THE USE AND DEVELOPMENT OF THE TERRITORY SO DESCRIBED, A SUBMERGED LANDS LEASE MAY BE ENTERED INTO BY THE STATE'S DIRECTOR OF NATURAL RESOURCES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, William F. and Jayne E. Djubek, Trustees are the upland property owners of land located at 103 Lurie Lane, in the City of Sandusky; and

WHEREAS, the upland property owner has made certain representations and filed an original application and site plan consistent therewith, with the State Director of Natural Resources, a copy of which is attached marked "Exhibit A" and incorporated herein, indicating a desire to use and develop a part of the territory as specified in their application and site plan without impairment of the public's right of navigation, water commerce and fishery; and

WHEREAS, this City Commission determines that based upon the upland property owners representations, the territory as described in their application and site plan filed by the upland property owner is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky, of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce; and

WHEREAS, this City Commission determines that based upon the upland property owners representations the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

WHEREAS, this Resolution should be passed as an emergency measure and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner; and

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

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

Section 1. This City Commission finds and determines that based upon the upland property owner's representations as contained in attached "Exhibit A" the territory as described in their application and site plan is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce.

Section 2. This City Commission finds and determines that based upon the upland property owners representations contained in attached "Exhibit A" the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with

the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

ENGINEERING DEPT.

JAN 19 2016

CITY OF SANDUSKY

William Djubek
103 Lurie Ln
Sandusky, OH 44870
wdjubek@aol.com
(419) 626-6234

January 19, 2017

City of Sandusky
City Manager
222 Meigs Street
Sandusky, OH 44870

Ladies and Gentlemen:

I am submitting an application to ODNR for a submerged land lease to install a floating dock in Sandusky Bay from land behind our home at 103 Lurie Lane, Sandusky (parcel # 55-00345.001).

We intend to place the dock in the water annually from March to November.

It is necessary to include a resolution from the City of Sandusky to be submitted with the lease application. The resolution is to include a statement that the submerged lands are not needed by the local authority for future improvements and that the land use in my application comply with regulation of permissible land use of the local authority.

Please consider and act upon my request for a resolution from the City of Sandusky at your next possible meeting. A copy of the ODNR application is attached.

Please contact me if you need additional information or have any questions. You may send the authorizing resolution to me at 103 Lurie Lane, Sandusky and to Ohio DNR Office of Coastal Management, 105 West Shoreline Drive, Sandusky OH 44870.

Thank you for your assistance.

With best regards,

A handwritten signature in cursive script that reads "William Djubek, Trustee".

William Djubek, Trustee



COASTAL PERMITS AND LEASE APPLICATION

Please consult the instructions prior to completing this form. Please type or print clearly using blue or black ink.

GENERAL INFORMATION

1. Property owner name: <i>William + Jayne Djubek</i>	
2. Mailing address: <i>103 Lurie Ln Sandusky OH 44870</i>	3. Home telephone number: <i>419-626-6234</i>
	4. Alternate telephone number:
6. Authorized agent/representative name:	5. Email address: <i>WDJUBEK@AOL.COM</i>
7. Mailing address:	8. Telephone number:
	9. Fax Number:
	10. Email address:

11. Street address: <i>103 Lurie Ln</i>	
12. Permanent parcel number(s): <i>55-00345.001</i>	
13. City or township: <i>SANDUSKY</i>	14. County: <i>ERIE</i>
15. Site location description (if necessary): <i>Seasonal Floating dock 4ft x ON SANDUSKY Bay at property address</i>	16. Submittals (check if enclosed): <input checked="" type="checkbox"/> Location map

17. Name of adjoining shoreline property owner(s)	Street address/city/state/ zip code (include permanent mailing and local)
<i>Noelma + David Jesse</i>	<i>1107 Cedar Point Rd - 44870</i>
<i>Susan + Craig Stahl</i>	<i>6440 Myrtle Hill, Valley City OH 44280</i>
	<i>107 Lurie Ln, Sandusky OH 44870</i>

18. Brief description of the proposed structure or project (attach additional sheets if necessary): <i>Seasonal Floating dock - Purchased Aluminum Dock (Attached sheet - 2 units will be purchased)</i>	
19. Anticipated start date: <i>March 2017</i>	20. Anticipated finish date: <i>MARCH 2017</i>

21. To apply for an authorization, check the box below and complete the application on the reverse page:		
<input type="checkbox"/> Shore Structure Permit	<input type="checkbox"/> Submerged Lands Lease	<input type="checkbox"/> Coastal Erosion Area Permit
<input type="checkbox"/> Shore Structure Permit Modification	<input type="checkbox"/> Submerged Lands Lease Modification	<input type="checkbox"/> Consistency Statement

AGENCY USE ONLY

Application Reference #:	Date Received:
Lease Reference #:	This copy to: <input type="checkbox"/> SSP <input type="checkbox"/> SLL <input type="checkbox"/> CEA <input type="checkbox"/> Other

SHORE STRUCTURE PERMIT APPLICATION**§1506.40 ORC**

1. Professional Engineer:		2. Ohio registration number:
3. Mailing address:	4. Phone number:	7. Submittals (check if enclosed) <input type="checkbox"/> Construction drawings (by professional engineer) <input type="checkbox"/> Design information
	5. Fax number:	
	6. Email address:	

SUBMERGED LANDS LEASE APPLICATION**§1506.11 ORC**

1. Total Area of Submerged Lands to be Occupied: <u>4 feet x 20 feet</u>	
2. Upland deed recording information [Deed book]	[Deed page]
3. Local Authority Issuing Resolution: <u>Application Submitted</u>	Date issued:
4. Was any Portion of the Structure Erected in Lake Erie Prior to October 13, 1955?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Brief Explanation of the Purpose of the Structure or Project (attach additional sheets if necessary): <u>Seasonal floating dock for Recreational purposes</u>	6. Submittals (check if enclosed): <input checked="" type="checkbox"/> Construction drawings <input checked="" type="checkbox"/> Copy of title deed <input type="checkbox"/> Metes & bounds description and plat <input type="checkbox"/> Local resolution or ordinance <input type="checkbox"/> Legal documentation of signature authority

COASTAL EROSION AREA PERMIT APPLICATION**§1506.07 ORC**

1. Authorization Type:	<input type="checkbox"/> Existing	<input type="checkbox"/> New Measure	Date Built (if existing):
2. Upland deed recording information [Deed book]	[Deed page]		
3. Construction start date for the building or addition:			
4. Brief description of the building or addition (attach additional sheets if necessary):		5. Submittals (check if enclosed): <input type="checkbox"/> Construction drawings <input type="checkbox"/> Permanent structure drawings <input type="checkbox"/> Copy of title deed <input type="checkbox"/> Construction schedule <input type="checkbox"/> Design information	

SIGNATURE AND CONSISTENCY STATEMENT**§1506.03 ORC**

I certify that the proposed activity identified in this application shall comply with Ohio's approved Coastal Management Program and will be conducted in a manner consistent with such program (15 CFR 930.57 and ORC 1506.03). I do additionally certify that I am familiar with the information contained in this application and, to the best of my knowledge and belief, such information is true, complete and accurate.	
<u>Will F. Smith</u> Signature of Property Owner or Authorized Agent	<u>1-19-2017</u> Date



PlayStar Pre-Built Commercial Grade Floating Dock with Wood Frame & Top - 4'x10'

Product Specifications:

Dimensions: 4x10
Model Number: 1765002
Menard SKU: 1765002
Dock Style: Floating
Number of Sections: 1
Dock Material: ACQ Treated Lumber 2"x 6" Frame With 5/4" Decking Top
Shop by Framing Type: Commercial
Frame Material: ACQ Treated Lumber 2"x 6" Frame
Includes: ACQ Treated Lumber 2"x 6" Frame, 5/4" Decking Top, Commercial Grade Dock Hardware, (3) Dock Floats, (2) Commercial Grade Hinge Kits Ps 1070, (1) Commercial Grade Auger, (1) Commercial Grade Pipe Sleeve, (1) Pipe Safety Caps, (1) Multi-purpose Bumper, (2) Pipe Sleeve Bumpers, (1) Resin Dock Cleat
Overall Length: 120 inch
Overall Width: 48 inch
Type: Pre-Built

Online Price

	\$934.49
Everyday Low Price:	\$1,049.99
11% Mail-In Rebate:	\$115.50
Your Final Price:	\$934.49

You Save: \$115.50 After Mail-In Rebate

*The displayed final price is your price today after mail-in rebate and is subject to the terms and time frame of the rebate. Rebate is in the form of a merchandise credit check which may only be redeemed in store.

Online Availability

Ship to Home

Not eligible for Ship to Home

Ship to Store - Free!

Store Availability

Product Description

Pre-Built right in our factory by experienced craftsmen, our dock frames and tops are constructed for you and shipped to the store. Finish assembly is required to install pipe sleeves, augers, floats, hinges and accessory items. Pipe not included in purchase. Depth of water to dictate length of required pipe. System will accommodate 1-5/8" or 1-7/8" diameter galvanized pipe. 1 piece needed.

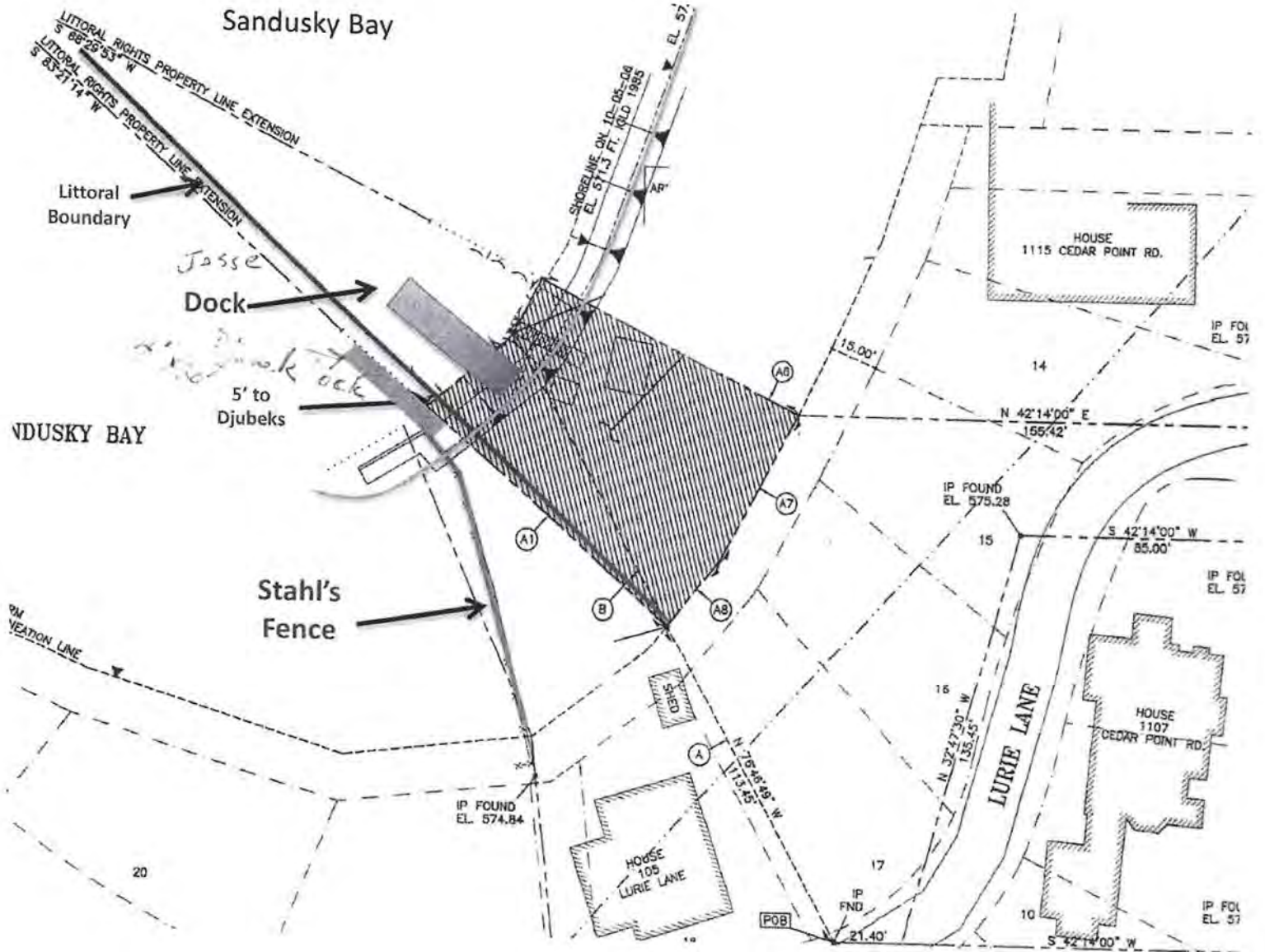
- Includes ACQ Treated Lumber 2"x 6" frame and 5/4" decking top, Commercial Grade Dock Hardware, (3) Dock Floats, (2) Commercial Grade Hinge Kits PS 1070, (1) Commercial Grade Pipe Sleeve PS 1080, (1) Commercial Grade Auger PS 1100, (1) Pipe Safety Caps PS 1193, (1) Multi-Purpose Bumper PS 1352, (1) Pipe Sleeve Bumpers PS 1188, (1) Resin Dock Cleat PS 1191. Pipe sold separately.
- Combine 2 or more sections to create the configuration of your choice
- Superior impact resistant marine dock float. Stable, safe and maintenance free
- Floats have large surface area and low center of gravity, 500 lb. buoyancy rating each (1,500 lbs per section). Blow molded high density polyethylene with no seams to leak.
- All hardware components are marine grade hot dipped galvanized for long life
- Proudly Made in the U.S.A.
- Full 25 year warranty

Brand Name: Menards

Please Note: Prices, promotions, styles and availability may vary by store and online. While we do our best to provide accurate item availability information, we cannot guarantee in-stock status and availability as inventory is sold and received continuously throughout the day. Inventory last updated 1/19/2017 at 5:00am EST. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

Menards®
 5106 Menard Drive
 Eau Claire, WI, 54703, USA
customerservice@menardsoc.com

Sandusky Bay



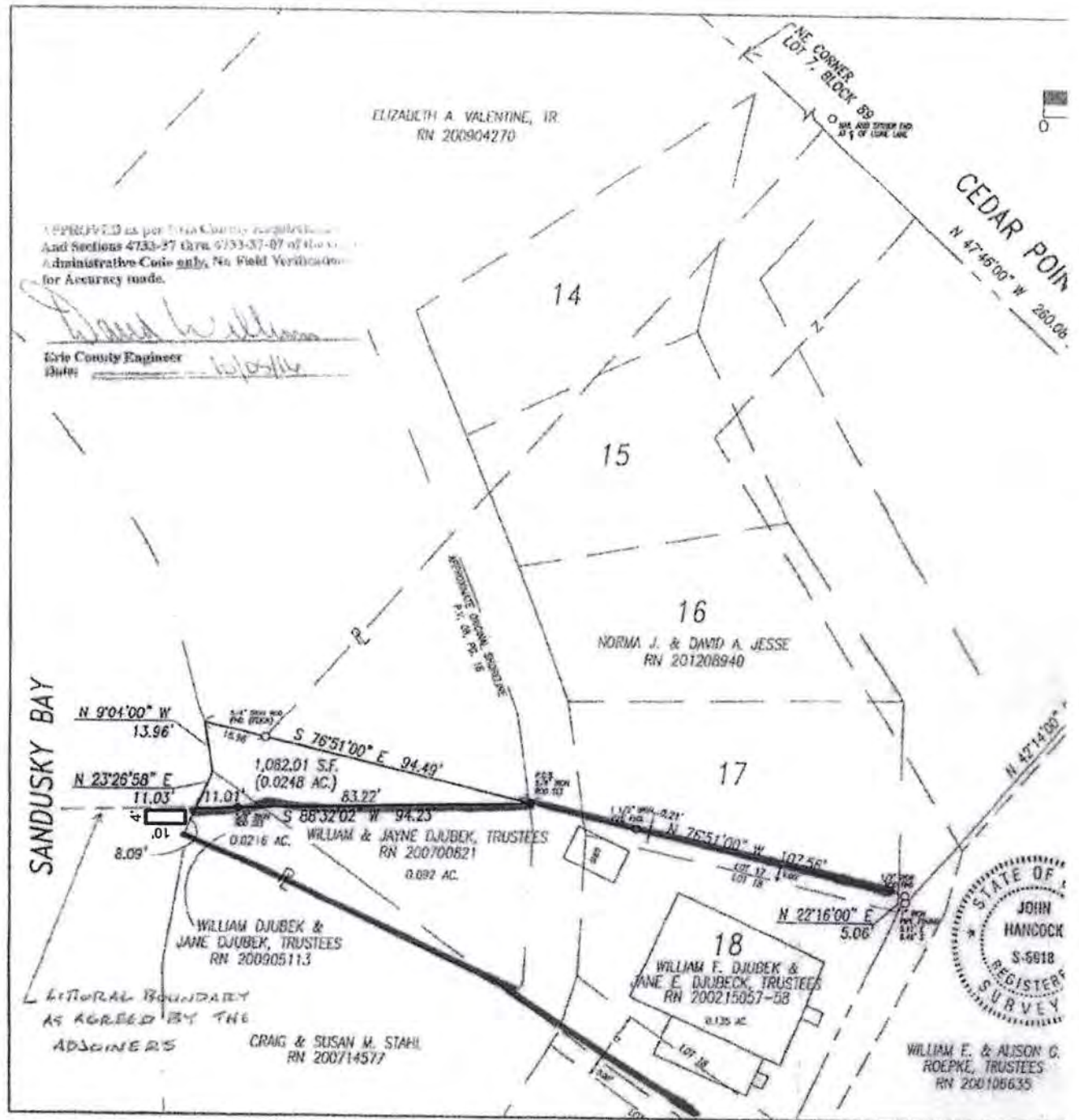


EXHIBIT "A"

LEGAL DESCRIPTION
0.0216 ACRES CONVEYANCE STAHL TO DJUBEK

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, being part of those lands of Craig H. and Susan M. Stahl as described in a conveyance recorded in D.V. 550, Pg. 912, all references herein to the records of the Erie County Recorder, more particularly bounded and described as follows:

Beginning for reference at a point in the southwesterly line of Cedar Point Rd. as platted and denoted in the plat of the G.A. Boeckling Company's Subdivision A, P.V. 8, Pg. 18, said point bearing S 47°46'00" E, a distance of 260.08 feet from the northeast corner of Lot 7, Block 89 and being in a line between the northeast corner of Lot 7, Block 89 and the northwest corner of Lot 2, Block 84; thence, S 42°14'00" W, a distance of 147.82 feet to the northeast corner of Lot 18 of the G.A. Boeckling Company's Subdivision A; thence, S 26°13' 00" W with the easterly line of lands of William & Jane Djubek, Trustees, RN 200003524 and with Lot 18 in said subdivision, a distance of 70.00 feet to the southeast corner of Lot 18; thence S 35°47'00" W with said lands, a distance of 15.37 feet (previously recorded as 15.00 feet) to a 1/4" iron pipe found in the northeasterly line of the aforementioned lands of Stahl; thence, N 53°59'00" W with said lands of Stahl, a distance of 69.66 feet to a 1/2" iron rod found; thence, N 53°59'00" W continuing with said lands of Stahl, a distance of 15.00 feet to a 1/2" iron rod found and the **TRUE POINT OF BEGINNING** for this description;

Thence, N 60°28'16" W through said lands of Stahl, a distance of 14.83 feet to a 1/2" iron rod set;

Thence, N 64°57'41" W continuing through said lands of Stahl, a distance of 89.21 feet to the low water mark of Sandusky Bay, passing at 70.21 feet a 1/2" iron rod set;

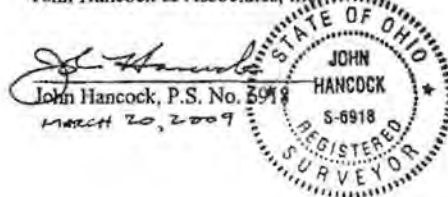
Thence, N 23°26'58" E with said low water mark, a distance of 19.12 feet to a westerly corner of lands of William and Jayne Djubek, D.V. 443, Pg. 559;

Thence, S 53°59'00" E with said lands, a distance of 106.48 feet to the point of beginning, passing at 9.29 feet a 1/2" iron rod found, containing 0.0216 acres of land, more or less.

This description was prepared by John Hancock, P.S. from field surveys conducted October 1999, June 24, 2005, October 2, 2007 and on March 13, 2009.

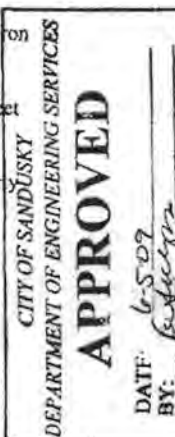
Bearings are based on southwesterly line of Cedar Point Rd. bearing S 47°46'00" E.

John Hancock & Associates, Inc.



For Erie County Requirements
 Sections 4733-37 thru 4733-37-07 of the Ohio
 Administrative Code only, No Field Verifications
 for Accuracy under 807/1578 Agreement

Erie County Engineer
 Date: 3/23/09



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS

That, we, CRAIG H. STAHL and SUSAN M. STAHL, Husband and Wife, the Grantors, who claim title by or through an instrument recorded in Erie County Recorder's Office, for the consideration of One Dollar (\$1.00) and other good and valuable consideration received to our full satisfaction of WILLIAM DJUBEK and JAYNE DJUBEK, Trustees of the WILLIAM DJUBEK TRUST and THE JAYNE DJUBEK TRUST, the Grantees, whose tax mailing address will be 103 Lurie Lane, Sandusky, Ohio 44870, have Given, Granted, Remised, Released and Forever Quit-Claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantees, their successors and assigns forever, all such right and title as we, CRAIGH. STAHL and SUSAN M. STAHL, the said Grantors, have or ought to have in and to the following described piece or parcel of land, situated in the City of Sandusky, County of Erie and State of Ohio:

See attached Exhibit "A"

Prior Deed Reference: Vol. _____, Page _____, Erie County Deed Records.

Permanent Parcel No. _____

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging unto the said Grantees, their successors and assigns, so that neither the said Grantors, nor their heirs, nor any other persons claiming title through or under them, shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

And for valuable consideration we, CRAIGH. STAHL and SUSAN M. STAHL, Husband and Wife, release and forever quit-claim unto said Grantees, their successors and assigns, all our right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands, the 21st day of May, in the year of our Lord Two Thousand Nine.

CRAIGH. STAHL, Grantor

SUSAN M. STAHL, Grantor

STATE OF OHIO,
ERIE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named CRAIGH H. STAHL and SUSAN M. STAHL, Husband and Wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal this 21st day of May, A.D. 2009.



In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code	
FEE: \$	
EXEMPT: <input checked="" type="checkbox"/>	
I.E. TRANSFER:	
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	50
Date: <u>6/5/09</u>	<u>Kevin J. Zeiber</u>

Notary Public

KEVIN J. ZEIBER, ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

Prepared by Kevin J. Zeiber

APPROVED as per Erie County Requirements, And Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.

Erie County Engineer

APPROVED BY THE PLANNING AND ZONING COMMISSION
CITY OF SANDUSKY, OHIO
DATE 6/5/09 Carol Hardin Secy.

APPROVED BY THE PLANNING
AND ZONING COMMISSION

CITY OF INDIANAPOLIS, INDIANA

DATE 4/5/09 Kevin R. Hardy ~~City~~ Chief Planner





DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Jeffrey Keefe, P.E.
Date: February 1, 2017
Subject: **Commission Agenda Item – Submerged Land Lease for 1107 Cedar Point Road**

ITEM FOR CONSIDERATION: Resolution authorizing and consenting to a submerged land lease to be issued by the State of Ohio for David A. & Norma J. Jesse, 1107 Cedar Point Road, Sandusky, Ohio 44870.

BACKGROUND INFORMATION: This lease is for the property located at 1107 Cedar Point Drive (PPN 5500168001 & 5500168000), for a new steel frame pier with concrete deck (10'x65') encompassing 0.0149 acres along the Sandusky Bay.

The applicant has submitted the Coastal Permit and Lease Application to the State of Ohio Department of Natural Resources (ODNR). ODNR requires a resolution from the City stating the area of land in question is not needed for any municipal use and the land use stated in the property owner's application complies with regulation of permissible land use of the City of Sandusky.

After review of the land and business use, I find this property to be in compliance with City code and is not needed for municipal use.

BUDGETARY INFORMATION: There is no budgetary impact.

ACTION REQUESTED: It is requested that a resolution authorizing and consenting to a submerged land lease be issued by the State of Ohio Department of Natural Resources to David A. & Norma J. Jesse, 1107 Cedar Point Road, Sandusky, Ohio 44870, be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Public Works

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO SECTION 1506.11 OF THE OHIO REVISED CODE FINDING AND DETERMINING THAT BASED UPON THE REPRESENTATIONS AND APPLICATION FILED BY DAVID A. & NORMA J. JESSE FOR PROPERTY LOCATED AT 1107 CEDAR POINT ROAD, THE USE AND DEVELOPMENT OF THE TERRITORY SO DESCRIBED, A SUBMERGED LANDS LEASE MAY BE ENTERED INTO BY THE STATE'S DIRECTOR OF NATURAL RESOURCES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, David A. & Norma J. Jesse are the upland property owners of land located at 1107 Cedar Point Road, in the City of Sandusky; and

WHEREAS, the upland property owner has made certain representations and filed an original application and site plan consistent therewith, with the State Director of Natural Resources, a copy of which is attached marked "Exhibit A" and incorporated herein, indicating a desire to use and develop a part of the territory as specified in their application and site plan without impairment of the public's right of navigation, water commerce and fishery; and

WHEREAS, this City Commission determines that based upon the upland property owners representations, the territory as described in their application and site plan filed by the upland property owner is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky, of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce; and

WHEREAS, this City Commission determines that based upon the upland property owners representations the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

WHEREAS, this Resolution should be passed as an emergency measure and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner; and

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

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

Section 1. This City Commission finds and determines that based upon the upland property owner's representations as contained in attached "Exhibit A" the territory as described in their application and site plan is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce.

Section 2. This City Commission finds and determines that based upon the upland property owners representations contained in attached "Exhibit A" the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with

the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

LETTER OF TRANSMITTAL



To: City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Date: 1/3/17 KS Job No.: 16221 BG:
Attention: City Manager
RE: Resolution for Submerged Land lease at 1107 Cedar
Point Road, Sandusky, OH

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via the following items
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of Letter ☐ Change order ☐

COPIES	DATE	NO.	DESCRIPTION
1	1/3/17	16221	ODNR & Corps of Engineers Permit Applications

ENGINEERING DEPT.
JAN 13 2016
CITY OF SANDUSKY

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit copies for approval
☐ For your use ☐ Approved as noted ☐ Resubmit copies for distribution
☐ As requested ☐ Return for collections ☐ Return corrected prints
☐ PRINTS RETURNED AFTER LOAN TO US ☐ FOR BID USE

REMARKS:

Please have City Council issue a resolution for the proposed submerged land lease shown on the attached ODNR submerged land lease application for existing submerged land and a new fixed steel pier at 1107 Cedar Point road, Sandusky, OH. Please send the original copy of the resolution to ODNR and a copy to me. Please let me know if you have any questions.

COPY TO: ODNR, Jesse

SIGNED

John S. Matricardi, P.E.

If enclosures are not as noted, kindly notify us at once.

transmittal_bw

KS Associates, Inc.
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com



COASTAL PERMITS AND LEASE APPLICATION

Please consult the instructions prior to completing this form. Please type or print clearly using blue or black ink.

GENERAL INFORMATION

1. Property owner name: David A & Norma J. Jesse	
2. Mailing address: 6440 Myrtyl Hill Valley City, Ohio 44280	3. Home telephone number: 330-416-1348 4. Alternate telephone number: 330-618-8685 5. Email address: djesse@us.ibm.com
6. Authorized agent/representative name: KS Associates, John S. Matricardi, P.E.	
7. Mailing address: 260 Burns Road, Suite 100 Elyria, Ohio 44035	8. Telephone number: 440-365-4730 Ext. 331 9. Fax Number: 440-365-4790 10. Email address: matricardij@ksassociates.com

11. Street address: 1107 Cedar Point Road	
12. Permanent parcel number(s): 5500168001 & 5500168000	
13. City or township: Sandusky	14. County: Erie
15. Site location description (if necessary): See location map.	16. Submittals (check if enclosed): <input checked="" type="checkbox"/> Location map

17. Name of adjoining shoreline property owner(s)	Street address/city/state/ zip code (include permanent mailing and local)
Valentine Elizabeth	1115 Cedar Point Sandusky OH 44870
William F & Jayne E. Djubek	103 Lurie Lane Sandusky, OH 44870

18. Brief description of the proposed structure or project (attach additional sheets if necessary): To remove 22 LF of deteriorated steel sheet pile bulkhead near the waterline in the existing revetment and to construct a 65' long by 10' wide steel frame pier with a concrete deck supported by 8 HP8X36 piles.	
19. Anticipated start date: 7/17	20. Anticipated finish date: 8/17

21. To apply for an authorization, check the box below and complete the application on the reverse page:		
<input type="checkbox"/> Shore Structure Permit	<input checked="" type="checkbox"/> Submerged Lands Lease	<input type="checkbox"/> Coastal Erosion Area Permit
<input type="checkbox"/> Shore Structure Permit Modification	<input type="checkbox"/> Submerged Lands Lease Modification	<input checked="" type="checkbox"/> Consistency Statement

AGENCY USE ONLY					
Application Reference #:			Date Received:		
Lease Reference #:			This copy to:	<input type="checkbox"/> SSP	<input type="checkbox"/> SLL
				<input type="checkbox"/> CEA	<input type="checkbox"/> Other

SHORE STRUCTURE PERMIT APPLICATION**\$1506.40 ORC**

1. Professional Engineer: John S. Matricardi, P.E.		2. Ohio registration number: 044003	
3. Mailing address: KS Associates, Inc. 260 Burns Road, Suite 100 Elyria, Ohio 44035	4. Phone number: 440-365-4730 Ext. 331		7. Submittals (check if enclosed) <input checked="" type="checkbox"/> Construction drawings (by professional engineer) <input type="checkbox"/> Design information N/A
	5. Fax number: 440-365-4790		
	6. Email address: matricardij@ksassociates.com		

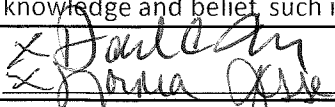
SUBMERGED LANDS LEASE APPLICATION**\$1506.11 ORC**

1. Total Area of Submerged Lands to be Occupied: 5,065 S.F		0.1163 acres	
2. Upland deed recording information [Deed book]		[Deed page] RN 200512312 & RN 200512313 pgs 148-149	
3. Local Authority Issuing Resolution: City of Sandusky		Date issued: To be submitted	
4. Was any Portion of the Structure Erected in Lake Erie Prior to October 13, 1955?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Brief Explanation of the Purpose of the Structure or Project (<i>attach additional sheets if necessary</i>): To provide lake access and for storage of a 21' boat and jet skis.		6. Submittals (check if enclosed): <input checked="" type="checkbox"/> Construction drawings <input checked="" type="checkbox"/> Copy of title deed <input checked="" type="checkbox"/> Metes & bounds description and plat <input type="checkbox"/> Local resolution or ordinance To be submitted <input type="checkbox"/> Legal documentation of signature authority	

COASTAL EROSION AREA PERMIT APPLICATION**\$1506.07 ORC**

1. Authorization Type:	<input type="checkbox"/> Existing	<input type="checkbox"/> New Measure	Date Built (if existing):
2. Upland deed recording information [Deed book]		[Deed page]	
3. Construction start date for the building or addition:			
4. Brief description of the building or addition (<i>attach additional sheets if necessary</i>):		5. Submittals (check if enclosed): <input type="checkbox"/> Construction drawings <input type="checkbox"/> Permanent structure drawings <input type="checkbox"/> Copy of title deed <input type="checkbox"/> Construction schedule <input type="checkbox"/> Design information	

SIGNATURE AND CONSISTENCY STATEMENT**\$1506.03 ORC**

I certify that the proposed activity identified in this application shall comply with Ohio's approved Coastal Management Program and will be conducted in a manner consistent with such program (15 CFR 930.57 and ORC 1506.03). I do additionally certify that I am familiar with the information contained in this application and, to the best of my knowledge and belief, such information is true, complete and accurate.	
 Signature of Property Owner or Authorized Agent David A. & Norma J. Jesse	<u>1/9/2016</u> Date

U.S. ARMY CORPS OF ENGINEERS
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

OMB APPROVAL NO. 0710-0003
EXPIRES: 28 FEBRUARY 2013

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE
--------------------	----------------------	------------------	------------------------------

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME First - David Middle - R. Last - Jesse Norma J. Company - E-mail Address - djesse@us.ibm.com		8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required) First - John Middle - S. Last - Matricardi Company - KS Associates, Inc. E-mail Address - Matricardij@KSAssociates.com	
6. APPLICANT'S ADDRESS: Address- 6440 Myrtyl Hill City - Valley City State - OH Zip - 44280 Country - USA		9. AGENT'S ADDRESS: Address- 260 Burns Road, Suite 100 City - Elyria State - Ohio Zip - 44035 Country - USA	
7. APPLICANT'S PHONE NOS. w/AREA CODE a. Residence 330-416-1348 b. Business 330-618-8685 c. Fax		10. AGENTS PHONE NOS. w/AREA CODE a. Residence b. Business 440-365-4730 x 331 c. Fax 440-365-4790	

STATEMENT OF AUTHORIZATION

11. I hereby authorize, KS Associates Inc. to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.



SIGNATURE OF APPLICANT

David A. & Norma J. Jesse

1/9/2016
DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions) New Steel Pier at 1107 Cedar Point Road, Sandusky OH	
13. NAME OF WATERBODY, IF KNOWN (if applicable) Sandusky Bay	14. PROJECT STREET ADDRESS (if applicable) Address 1107 Cedar Point Road City - Sandusky State- Ohio Zip- 44870
15. LOCATION OF PROJECT Latitude: +N 41d 27' 06.21" Longitude: +W82d 38' 56.73"	
16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions) State Tax Parcel ID 5500168001, 5500168000 Municipality- Sandusky Section - Township - Range -	

17. DIRECTIONS TO THE SITE

Take Route 2 West from Cleveland to Rt 6 in Huron, turn right at exit, go to 1st light, turn left onto Rt. 6, go to Cedar Point Road turn right to go to 1107.

18. Nature of Activity (Description of project, include all features)

To remove 22 LF of deteriorated steel sheet pile bulkhead embedded in the existing armor stone revetment along the shoreline and construction of a 65' long by 10' wide steel frame pier with a 6" concrete slab, supported by eight steel piles.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

Deteriorated steel sheet piling is a hazard to swimmers.
The new pier is to provide lake access and for storage and launching of a 21' boat and a jet ski.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

No discharge or fill is required

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
None		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres None
or
Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

No fill is required, therefore no minimization, avoidance, or compensation is required.

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- 1115 Cedar Point Road (Elizabeth Valentine Trustee)

City - Sandusky

State - Ohio

Zip - 44870

b. Address- 103 Lurie Lane (William F & Jayne Djubeck, Trustees)

City - Lorain

State - Ohio

Zip - 44052

c. Address-

City -

State -

Zip -

d. Address-

City -

State -

Zip -

e. Address-

City -

State -

Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.


AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED
ODNR	Land Lease		12/3/16		

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.


SIGNATURE OF APPLICANT
David A. & Norma J. Jesse

1/9/2016
DATE


SIGNATURE OF AGENT
John Matricardi, P.E.

1/5/17
DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

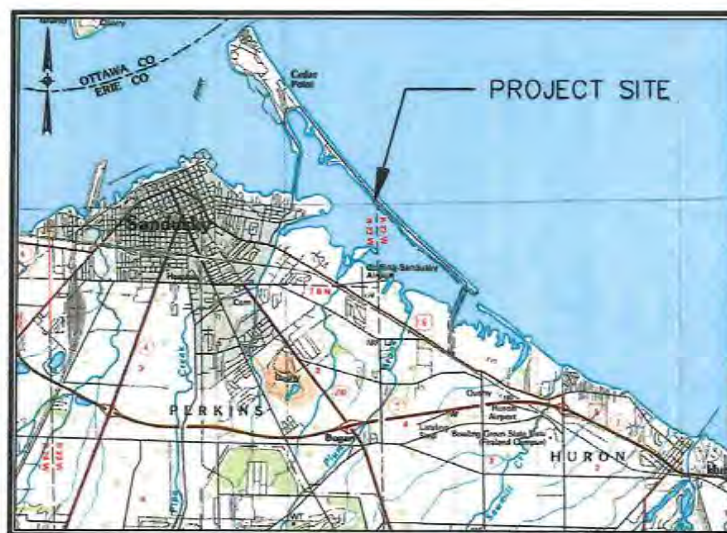


Photo 1: Looking south along the shoreline from north adjacent property. 10/06



Photo 2: Looking north along the shoreline from the south adjacent property. 10/06

NEW PIER AT 1107 CEDAR POINT ROAD SANDUSKY OH



VICINITY MAP, USGS SANDUSKY QUAD, NO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND ELEVATIONS AS NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY INCONSISTENCIES BETWEEN THE DRAWINGS AND THE FIELD MEASUREMENTS.
2. AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION THE CONTRACTOR SHALL CONTACT OUPS & THE CITY OF SANDUSKY TO DETERMINE THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES NOT INDICATED ON THE PRINTS. IF UNCHARTED UTILITIES ARE ENCOUNTERED THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.

DRAWING TITLE

TITLE SHEET
EXISTING SITE PLAN
SITE PLAN
FRAMING PLAN
SECTION A-A

SHEET No.

1
2
3
4
5

PERMIT DRAWINGS
NOT FOR CONSTRUCTION



1-800-362-2764

CALL THESE NUMBERS BEFORE YOU DIG
OR WHEN NEARBY MUST BE CALLED IMMEDIATELY

1. UNDERGROUND UTILITIES ARE SHOWN FROM RECORDS AND FIELD MARKINGS PROVIDED BY UTILITY COMPANIES AND AGENCIES. ACTUAL LOCATIONS MAY VARY. CONTACT OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2764 AT LEAST 48 HOURS PRIOR TO EXCAVATION.

2. VISIBLE SURFACE UTILITIES HAVE BEEN FIELD LOCATED UNLESS OTHERWISE NOTED.



JOHN S. MATRICARDI, P.E. OHIO REG. NO. 044003

DATE

TITLE SHEET
NEW PIER
1107 CEDAR POINT RD.
SANDUSKY OHIO

SHEET
1
OF
5

JOB NO.
16221

KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.kassociates.com

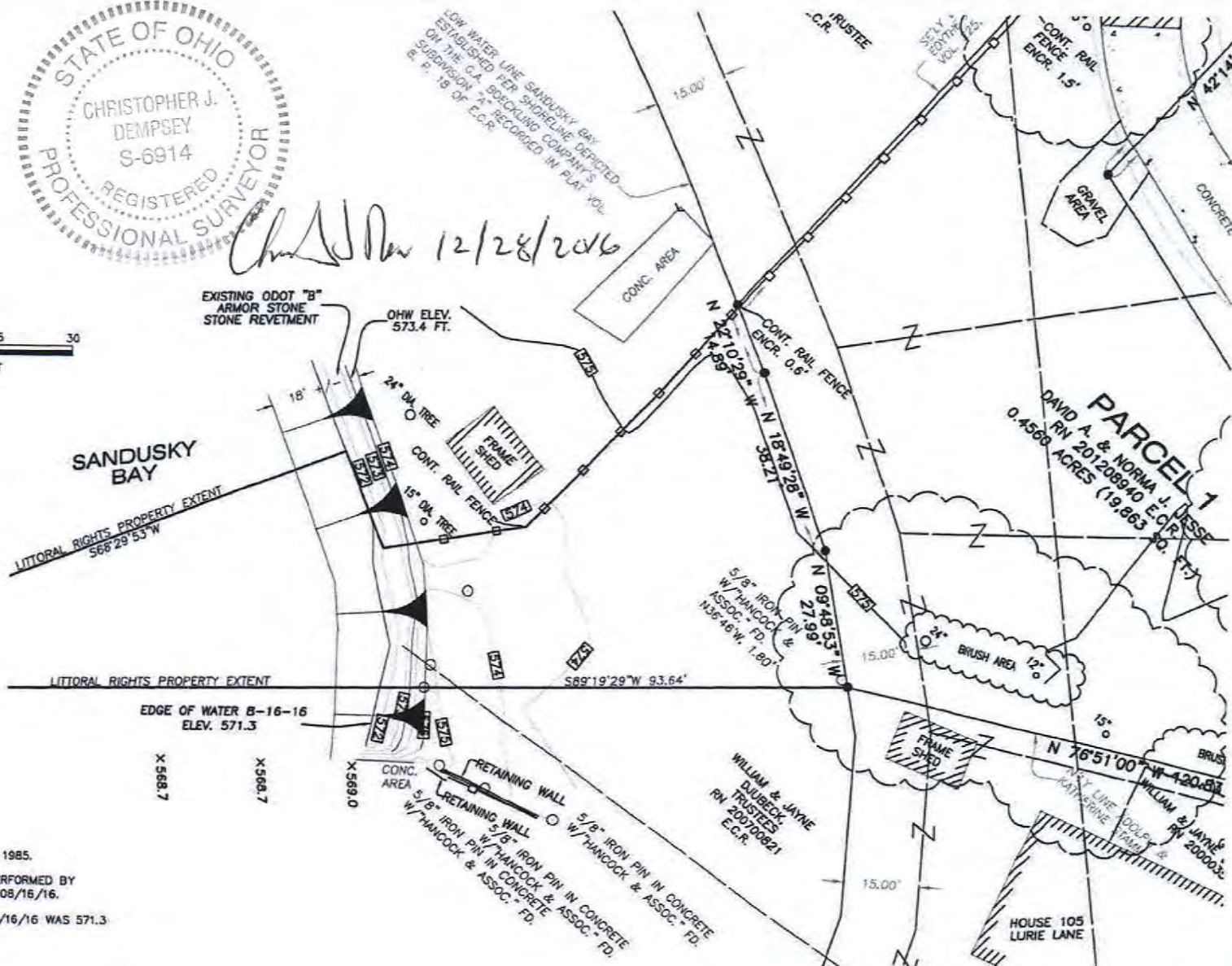
KS
KS ASSOCIATES

ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT SANDUSKY OH 44870
WILLIAM & JANE DUBIEK
103 LAURE ROAD SANDUSKY OH 44870
DATUM: 0.0 LWD = 569.2 FT GLD 1985



Chris J. Dempsey 12/28/2016

15 0 15 30
SCALE IN FEET



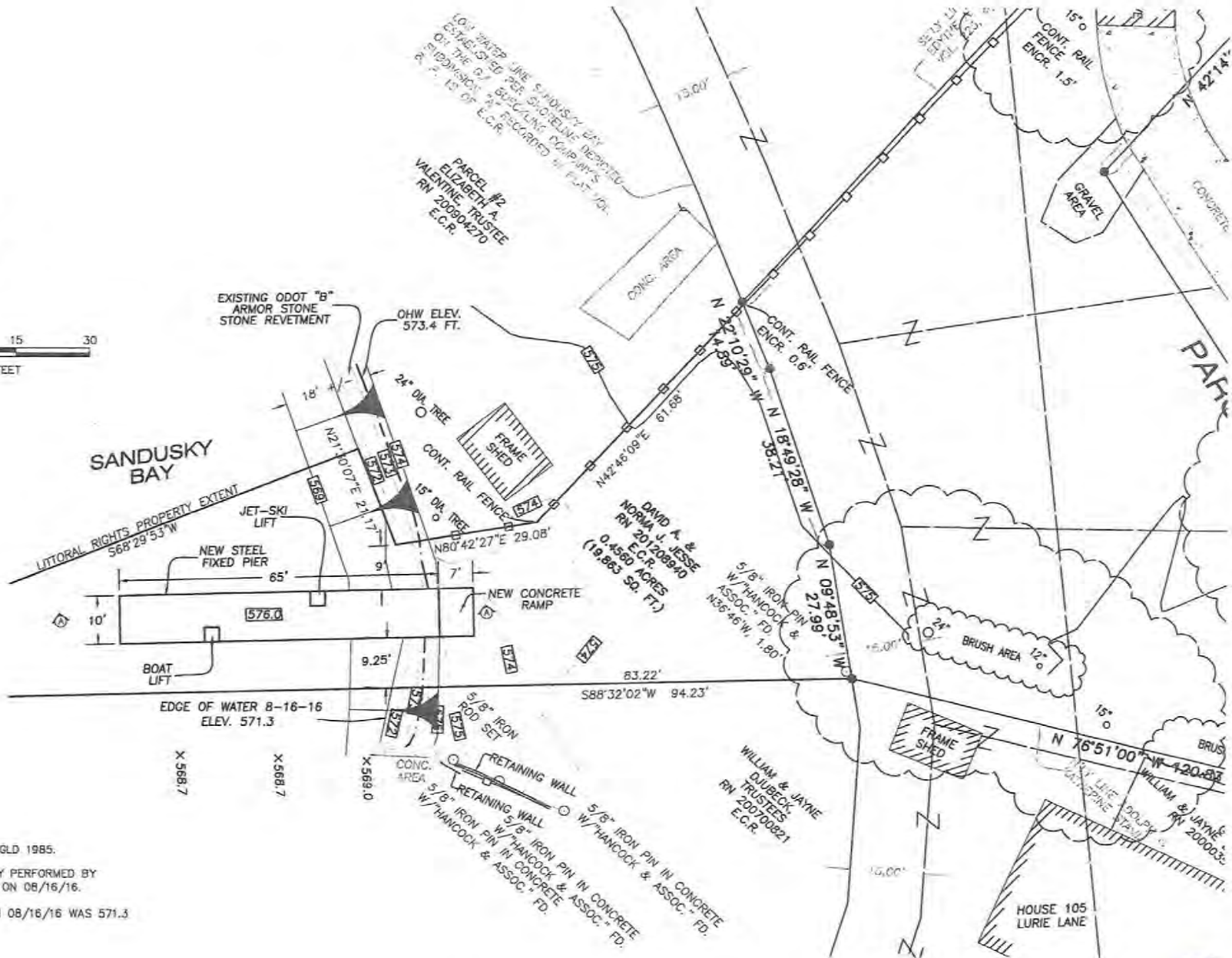
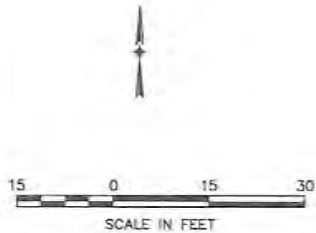
NOTES

1. VERTICAL DATUM IS IGLD 1985.
2. TOPOGRAPHIC SURVEY PERFORMED BY DEMPSEY SURVEYING ON 08/16/16.
3. WATER ELEVATION ON 08/16/16 WAS 571.3 FEET IGLD 1985.

REVISIONS	DATE	DESCRIPTION	BY

PERMIT DRAWINGS
NOT FOR CONSTRUCTION

ADJACENT PROPERTY OWNERS ELIZABETH VALENTINE TRUSTEE 1115 CEDAR POINT SANDUSKY OH 44870 WILLIAM & JANE DUBBEK 103 LAURIE ROAD SANDUSKY OH 44870 DATUM: 0.0 LWD = 569.2 FT IGLD 1985	
DATE: 12-28-2016 DRAWN BY: JS CHECKED BY: JMD DATE: 12-28-2016 PLOT: 1/1	KS Associates, Inc. 260 Burns Road, Suite 100 Elyria, OH 44035 P 440 365 4730 F 440 365 4790 www.ksassociates.com KS ASSOCIATES
EXISTING SITE PLAN NEW PIER 1107 CEDAR POINT RD. SANDUSKY OHIO	
SHEET 2 OF 5	JOB NO. 16221



NOTES

1. VERTICAL DATUM IS IGLD 1985.
2. TOPOGRAPHIC SURVEY PERFORMED BY DEMPSEY SURVEYING ON 08/16/16.
3. WATER ELEVATION ON 08/16/16 WAS 571.3 FEET IGLD 1985.

REVISIONS	DATE	DESCRIPTION	BY

PERMIT DRAWINGS
NOT FOR CONSTRUCTION



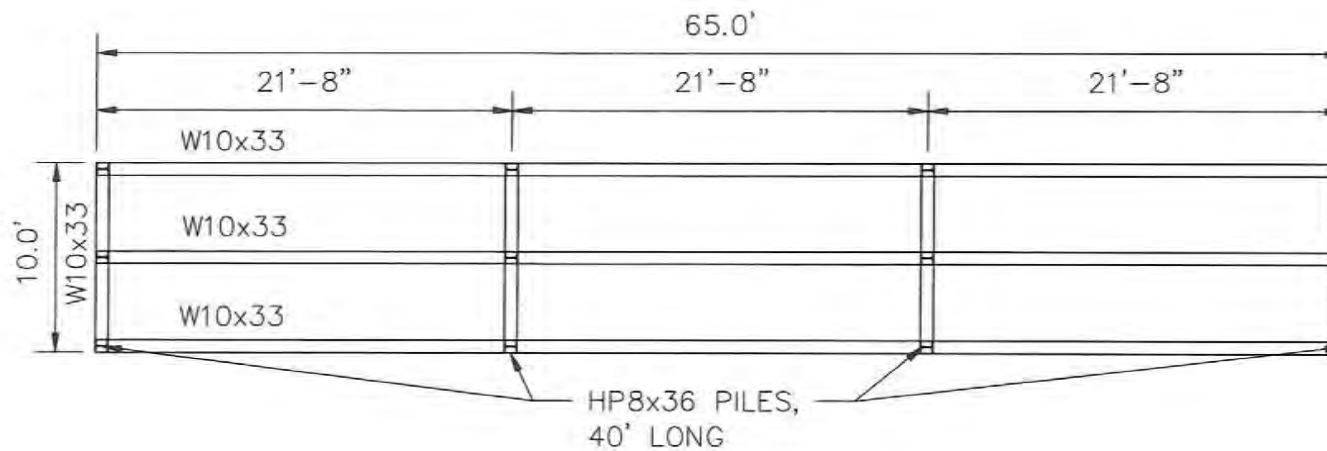
ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT SANDUSKY OH 44870
WILLIAM & JANE DUJEK
103 LAURIE ROAD SANDUSKY OH 44870
DATUM: O.G. LWD = 598.2 FT (3.0 1985)

DATE: 12-22-2016
DRAWN BY: JS
CHECKED BY: JRC
DATE: 12-22-2016
DATE: 12-22-2016
DATE: 12-22-2016

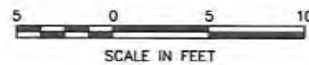
KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

SITE PLAN
NEW PIER
1107 CEDAR POINT RD.
SANDUSKY OHIO

SHEET
3
OF
5
JOB NO.
16221



PIER FRAMING PLAN



REVISIONS	DATE	DESCRIPTION	BY

PERMIT DRAWINGS
NOT FOR CONSTRUCTION



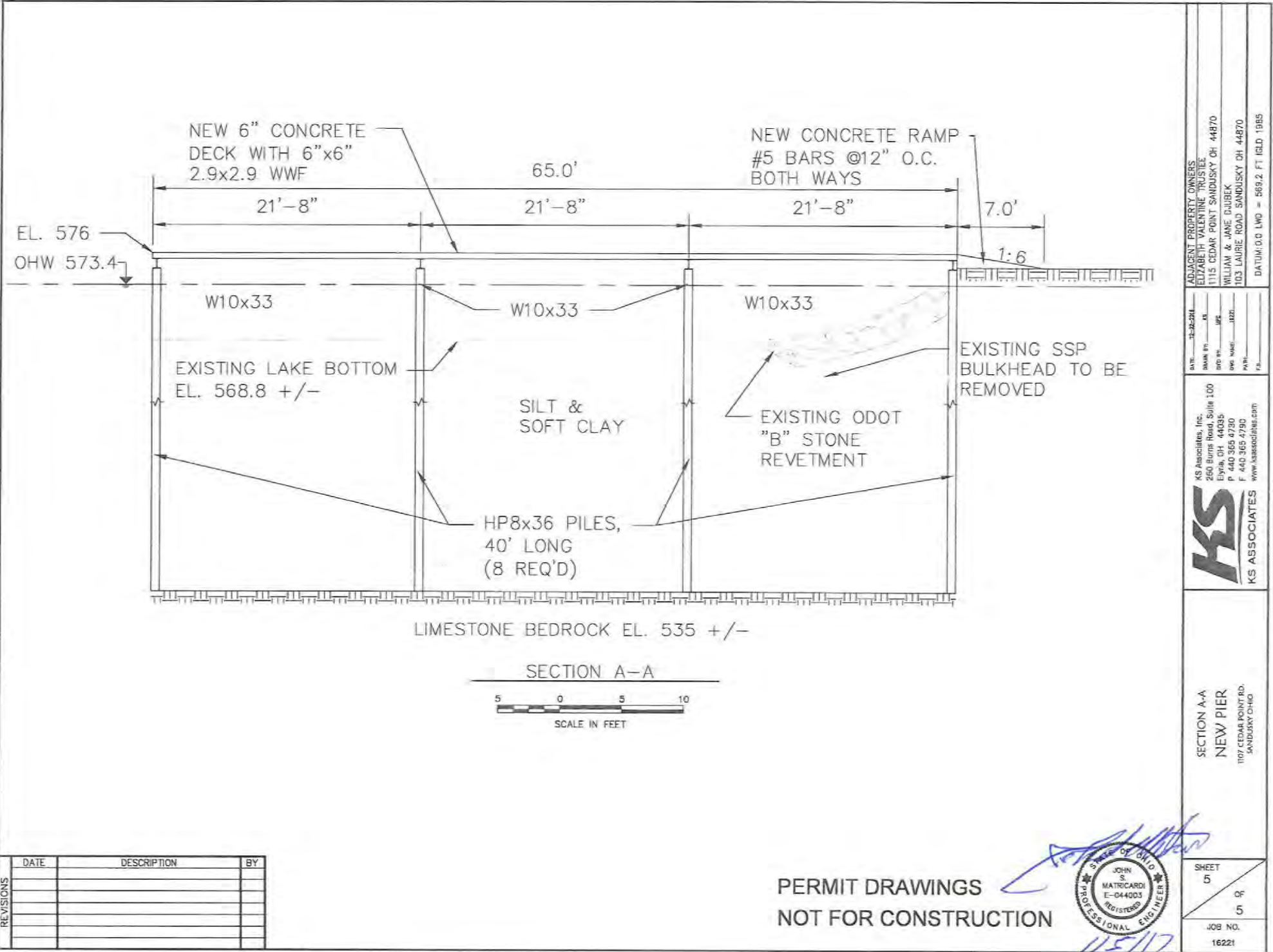
ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT SANDUSKY OH 44870
WILLIAM & JANE DUBREK
103 LAURIE ROAD SANDUSKY OH 44870
DATE: 0.0 LWO = 569.2 FT IGLD 1985

DATE: 12-26-2011
DESIGN BY: JS
CHECK BY: JMC
DATE: 10-28-11
DESIGN BY: JMC
CHECK BY: JMC
DATE: 10-28-11
DESIGN BY: JMC
CHECK BY: JMC

KS Associates, Inc.
260 Burns Road, Suite 100
Elmira, OH 44035
P 440 355 4730
F 440 355 4790
www.kssociates.com
KS ASSOCIATES

FRAMING PLAN
NEW PIER
1107 CEDAR POINT RD.
SANDUSKY OHIO

SHEET
4
OF
5
JOB NO.
18221



REVISIONS	DATE	DESCRIPTION	BY

PERMIT DRAWINGS
NOT FOR CONSTRUCTION



ADJACENT PROPERTY OWNERS

EDZABETH VALENTINE TRUSTEE

1115 CEDAR POINT SANDUSKY OH 44870

WILLIAM & JANE DAUBEK

103 LAURIE ROAD SANDUSKY OH 44870

DATUM O.C. LWD = 569.2 FT IGLD 1985

KS Associates, Inc.

260 Burns Road, Suite 100

Lyons, OH 44035

P 440 365 4730

F 440 365 4730

www.kassociates.com

KS ASSOCIATES

SECTION A-A

NEW PIER

1107 CEDAR POINT RD.

SANDUSKY OHIO

SHEET 5 OF 5

JOB NO. 16221

WARRANTY DEED

RN 200512313 Page 1 of 4
ERIE COUNTY OHIO RECORDER
Barbara A. Sessler 4P
RECORDING FEE: 44.00
CTR Date 09/16/2005 Time 15:15:18

KNOW ALL MEN BY THESE PRESENTS:

That EUGENE N. HARKELROAD and JUDITH A. HARKELROAD, husband and wife,

the Grantors,

who claim title through documents recorded at Volume 501, Page 329, O. R. Book 86, Page 136, and O. R. Book 86, Page 138, Erie County Recorder's Office, for valuable consideration received to their full satisfaction of

NORMA J. JESSE and DAVID A. JESSE, wife and husband,

the Grantees,

whose Tax Mailing Address will be:

1107 Cedar Point Road
Sandusky, Ohio 44870

do give, grant, bargain, sell, and convey unto the Grantees, for their joint lives, the remainder to the survivor of the Grantees, and to the survivor's heirs and assigns the following described real estate (herein called the "Premises"):

AN UNDIVIDED, ONE-HALF INTEREST IN THE PREMISES DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the Grantees for their joint lives, the remainder to the survivor of the Grantees, and to the survivor's heirs and assigns, forever. And the Grantors do for themselves, their heirs, and assigns covenant with the Grantees, their heirs, and assigns that they are well seized of the Premises as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments that are a lien but are not yet due and payable, and except zoning restrictions, easements, restrictions, conditions, and covenants of record; and that they will warrant and defend the Premises with the appurtenances thereunto belonging, unto the Grantees, their heirs, and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

MICROFILMED/ 1
SCANNED

PR DE LP MI
PR NR SC

CASE # 600051019
LAWYERS TITLE INS. CORP.

IN WITNESS WHEREOF, the Grantors have set their hands hereto this
September 14, 2005.

Eugene N Harkelroad
Eugene N. Harkelroad

Judith A. Harkelroad
Judith A. Harkelroad

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Eugene N. Harkelroad and Judith A. Harkelroad, who acknowledged that they signed the foregoing instrument and that the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this September 14, 2005.

Kim M. Howard
Notary Public



KIM M. HOWARD
Notary Public
State of Ohio
My Commission
Expires 4-7-09

This instrument prepared by:
Mark R. Gross
GROSS & GROSS
A Legal Professional Association
231 West Washington Row
Sandusky, Ohio 44870
419.609.5000

Transferred
September 16, 2005
Connie L. Ward
ERIE COUNTY AUDITOR
Sept 16 2005

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made

[Signature]
Erie County Engineer
9-16-05

This conveyance has been examined and the grantor has complied with sections 340 202 and 322-02 of the Revised Code.	
FEE: \$	<u>363.50</u>
EXEMPT:	
R. E. TRANSFER: \$	<u>1087.50</u>
CONNIE L. WARD Erie County Auditor	
by:	<u>[Signature]</u>

PARCEL NO. 1:

Situated in the City of Sandusky, County of Erie and State of Ohio; Being that part of the Cedar Point Peninsula (so-called), situated in the First Ward of the City of Sandusky, and in that portion of Section Number Four (4) Huron Township, now in the City of Sandusky, lying between the northerly line of Original Lot Number Thirty-four (34) in said Section and the southerly shore line of Lake Erie and more definitely described as follows: Beginning at an iron pipe monument set in the northeasterly line produced northwesterly of former Lot Number Two (2) in The G.A. Boeckling Company's Plat of Subdivision A, as recorded in Volume 8 of Plats, Page 18, Erie County Ohio Records which point of beginning is North 47 deg. 46' west, a distance of 638.15 feet, measured in the line connecting the northwesterly corner of Lot Number Twenty-five (25) in Block Number 83 and the northeasterly corner of Lot Number Seven (7) in Block Number 89 in the Cedar Point Improvement Company's First Subdivision of Cedar Point as recorded in Volume 6-B of Plats at pages 48 and 50, Erie County Ohio Records, from an iron pipe monument found set in concrete at the point of angle in the northeasterly line of Block Number 83 and the northeasterly line of Block Number 84 in said Cedar Point Improvement Company's First Subdivision of Cedar Point (said point of angle being at the northwesterly extremity of said Block Number 83) said point of beginning being also in the northwesterly line of a tract of approximately 1.50 acres conveyed to Kathryn E. Semon by The G.A. Boeckling Company by deed dated June 1, 1954 and recorded in Volume 25 of Deeds, Pages 521 and 529, inclusive, Erie County Ohio Records; thence South 42 deg. 14' west in said northwesterly line of said tract approximately 1.50 acres so conveyed to Kathryn E. Semon to a point which is 12.50 feet southeasterly measured normal to the curve in the southeasterly line of former Lot Number Seventeen (17) in said Subdivision A; thence southerly along a curve which is 12.50 feet southeasterly measured normal to said curve in the southeasterly line of said former Lot Number Seventeen (17) in said Subdivision A to a point in the northerly line, produced easterly of a parcel of land containing 0.135 acres conveyed to Adolph Stamm and Katherine Stamm by The G.A. Boeckling Company by deed dated June 28, 1939 and recorded in Volume 160 of Deeds Pages 582 and 583 Erie County Ohio Records; thence westerly in said northerly line produced easterly and in said northerly line of said parcel of land containing 0.135 acres so conveyed to said Adolph Stamm and Katherine Stamm and the same produced westerly to the low water mark of Sandusky Bay; thence northerly following the meanderings of said low water mark of Sandusky Bay, to a point in the southeasterly line of a tract of approximately 0.60 acres conveyed to William J. Lundy and Edythe A. Lundy by The G.A. Boeckling Company by deed dated May 8, 1951 and recorded in Volume 225 of Deeds Page 56 to 63, inclusive, Erie County Ohio Records; thence northeasterly in said southeasterly line of said tract of approximately 0.60 acres so conveyed to said William J. Lundy and Edythe A. Lundy to the low water mark of Lake Erie; thence southeasterly following the meanderings of said low water mark of Lake Erie to a point in the northwesterly line of said tract of

approximately 1.50 acres so conveyed to said Kathryn E. Semon, which is approximately 166.85 feet southeasterly measured at right angles thereto from the last described line; thence southwesterly in said northwesterly line of said tract of approximately 1.50 acres, so conveyed to said Kathryn E. Semon to the place of beginning containing approximately 1.20 acres of which approximately 1.05 acres are in said Section Number Four (4) Huron Township, Erie County Ohio now in the City of Sandusky, Ohio.

EXCEPTING THEREFROM THAT PART THEREOF conveyed from Eugene N. Harkelroad and Judith A. Harkelroad to Eugene N. Harkelroad and Judith A. Harkelroad by deed recorded in Erie County Official Records Book 86, Page 136 and further described as follows: .

City of Sandusky, formerly the
Situated in the Township of Huron, County of Erie and State of Ohio and being more particularly described as follows: Situated in Section No. 4 Huron Township, Erie County Ohio and being a part of the G.A. Boeckling Company's Subdivision A now vacated as described in Vol. 8, Page 18 of Plats being more fully bounded and described as follows: Commencing at a nail monument set that marks the east

Parcel 1: Permanent Parcel Number # 55-00168.000

Parcel 2: Permanent Parcel Number # 55-00168.001

corner of Lot No. 7 of Block 89 and the occupied southwest right of way of the Cedar Point Chausee Roadway. Thence South 47 deg. 46'00" east running with the southwest right of way of the Cedar Point Chausee Roadway, a distance of 8.90 feet to a point that marks the east line of Sandusky City and the west line of Section No. 4 and the west line of Huron Township. Thence South 47 deg. 46'00" east running with the southwest line of The Cedar Point Chausee Roadway, a distance of 84.33 feet to a nail monument found that marks the southeast line of a 0.60 acre parcel, now or formerly owned by Karl and Anna S. Riedel as recorded in Vol. 362, Page 494 of Deeds. Thence South 47 deg. 46'00" east running with the south line of Cedar Point Chausee Roadway, a distance of 36.00 feet to a point that marks the place of beginning.

1. Thence North 42 deg. 14'00" east, a distance of 130.00 feet to a point that marks the southwest shoreline of Lake Erie at the low water mark.
2. Thence South 47 deg. 46'00" east running with the meanderings of the low water mark of the southwest shore line of Lake Erie, a distance of 130.85 feet to a point that marks the west corner of a parcel now or formerly owned by Alison Roepke as described in Vol. 498, Page 841 of deeds.
3. Thence South 42 deg. 14'00" west running with the northwest line of the Roepke parcel, a distance of 250.00 feet to a point.
4. Thence North 32 deg. 47'30" west, a distance of 135.45 feet to a point.
5. Thence North 42 deg. 14'00" east a distance of 85.00 feet to the place of beginning, and containing 0.6984 acres of land, more or less, subject to all legal highways. An assumed bearing was used to indicate angles. This description was written by Thomas G. Reel, R.S. #5109, April, 1989, and based on a survey by Lowell E. Bender, R.C. #4978, dated October, 1971.

PARCEL NO. 2: City of Sandusky, formerly the
Situating in the Township of Huron, County of Erie and State of Ohio,
and being more particularly described as follows: Situated in
Section No. 4 Huron Township, Erie County Ohio and being a part of
the G.A. Boeckling Company's Subdivision A now vacated as described
in Vol. 8, Page 18 of Plats being more fully bounded and described
as follows: Commencing at a nail monument set that marks the east
corner of Lot No. 7 of Block 89 and the occupied southwest right of
way of the Cedar Point Chausee Roadway. Thence South 47 deg.
46'00" east running with the southwest right of way of the Cedar
Point Chausee Roadway, a distance of 8.90 feet to a point that
marks the east line of Sandusky City and the west line of Section
No. 4 and the west line of Huron Township. Thence South 47 deg.
46'00" east running with the southwest line of The Cedar Point
Chausee Roadway, a distance of 84.33 feet to a nail monument found
that marks the southeast line of a 0.60 acre parcel, now or
formerly owned by Karl and Anna S. Riedel as recorded in Vol. 362,
Page 494 of Deeds. Thence South 47 deg. 46'00" east running with
the south line of Cedar Point Chausee Roadway, a distance of 36.00
feet to a point that marks the place of beginning.

1. Thence North 42 deg. 14'00" east, a distance of 130.00 feet to
a point that marks the southwest shoreline of Lake Erie at the
low water mark.
2. Thence South 47 deg. 46'00" east running with the meanderings of
the low water mark of the southwest shore line of Lake Erie, a
distance of 130.85 feet to a point that marks the west corner of
a parcel now or formerly owned by Alison Roepke as described in
Vol. 498, Page 841 of deeds.

- Vol. 498, Page 841 of 842.
3. Thence South 42 deg. 14'00" west running with the northwest line of the Roepke parcel, a distance of 250.00 feet to a point.
 4. Thence North 32 deg. 47'30" west, a distance of 135.45 feet to a point.
 5. Thence North 42 deg. 14'00" east a distance of 85.00 feet to the place of beginning, and containing 0.6984 acres of land, more or less, subject to all legal highways. An assumed bearing was used to indicate angles. This description was written by Thomas G. Reel, R.S. #5109, April, 1989, and based on a survey by Lowell E. Bender, R.C. #4978, dated October, 1971.

Parcel 1: Permanent Parcel Number # 55-00168.000
Parcel 2: Permanent Parcel Number # 55-00168.001



**SUBMERGED LAND LEASE
PARCEL 1
0.0887 ACRES**

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being submerged lands lying adjacent to lands conveyed to David A. & Norma J. Jesse by deed recorded in RN #201208940 of Erie County Records and located in Original Huron Township Section No. 4, Township 7 North, Range 23 West of the Connecticut Western Reserve and being more particularly described as follows:

Beginning at a 1-1/2 inch pinched pipe found at the northwesterly corner of Lot Number 25 in Block Number 83 of the Cedar Point Improvement Company's First Subdivision of Cedar Point as recorded in Volume 6-B of Plats, Pages 48 and 50 of Erie County Records; Thence along the southwesterly line of Cedar Point Road (50 feet wide) North 47 degrees 46 minutes 00 seconds West, a distance of 804.89 feet to a Mag Nail set on the northwesterly line of lands conveyed to David A. & Norma J. Jesse as aforesaid; Thence along the northwesterly line of said lands conveyed to Jesse, South 42 degrees 14 minutes 00 seconds West a distance of 154.34 feet to a 5/8 inch iron pin set at the most westerly corner thereof, also being the northeasterly line of Sandusky Bay as shown on The G.A. Boeckling Company's Plat of Subdivision A, as recorded in Volume 8 of Plats, Page 18 of Erie County Records; Thence along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat, South 22 degrees 10 minutes 29 seconds East a distance of 0.64 feet to the PRINCIPAL PLACE OF BEGINNING of the lease premises described herein:

Course 1) Thence continuing along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat South 22 degrees 10 minutes 29 seconds East a distance of 14.25 feet to an angle point therein;

Course 2) Thence continuing along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat South 18 degrees 49 minutes 28 seconds East a distance of 38.21 feet to an angle point therein;

Course 3) Thence continuing along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat South 09 degrees 48 minutes 53 seconds East a distance of 26.50 feet;

Course 4) Thence South 88 degrees 19 minutes 06 seconds West a distance of 83.79 feet;

Course 5) Thence North 00 degrees 54 minutes 38 seconds East a distance of 12.61 feet;

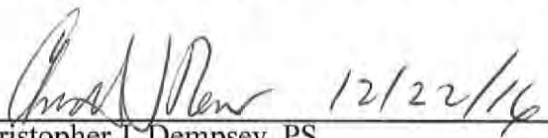
Course 6) Thence North 04 degrees 08 minutes 50 seconds West a distance of 12.22 feet;

Course 7) Thence North 19 degrees 37 minutes 52 seconds West a distance of 4.70 feet;

Course 8) Thence North 80 degrees 42 minutes 27 seconds East a distance of 22.34 feet to an angle point therein;

Course 9) Thence continuing North 42 degrees 46 minutes 09 seconds East a distance of 61.47 feet to the Principal Place of Beginning and containing 0.0887 acres (3,865 square feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on December 19, 2016.

Basis of Bearings: Bearings are based on the southwest right of way of Cedar Point Road referenced as South 47 degrees 46 minutes 00 seconds East as shown on the survivorship quitclaim deed recorded in RN 201208940 of Erie County Records.


Christopher J. Dempsey, PS
Professional Surveyor 6914





**SUBMERGED LAND LEASE
PARCEL 2
0.0168 ACRES**

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being submerged lands lying adjacent to lands conveyed to David A. & Norma J. Jesse by deed recorded in RN #201208940 of Erie County Records and located in Original Huron Township Section No. 4, Township 7 North, Range 23 West of the Connecticut Western Reserve and being more particularly described as follows:

Beginning at a 1-1/2 inch pinched pipe found at the northwesterly corner of Lot Number 25 in Block Number 83 of the Cedar Point Improvement Company's First Subdivision of Cedar Point as recorded in Volume 6-B of Plats, Pages 48 and 50 of Erie County Records; Thence along the southerly line of Cedar Point Road (50 feet wide) North 47 degrees 46 minutes 00 seconds West, a distance of 804.89 feet to a Mag Nail set on the northwesterly line of lands conveyed to David A. & Norma J. Jesse as aforesaid; Thence along the northwesterly line of said lands conveyed to Jesse, South 42 degrees 14 minutes 00 seconds West a distance of 154.34 feet to a 5/8 inch iron pin set at the most westerly corner thereof, also being the northeasterly line of Sandusky Bay as shown on The G.A. Boeckling Company's Plat of Subdivision A, as recorded in Volume 8 of Plats, Page 18 of Erie County Records; Thence along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat, South 22 degrees 10 minutes 29 seconds East a distance of 0.64 feet; Thence South 42 degrees 46 minutes 09 seconds West a distance of 61.47 feet to an angle point therein; Thence South 80 degrees 42 minutes 27 seconds West a distance of 22.34 feet to the PRINCIPAL PLACE OF BEGINNING of the lease premises described herein:

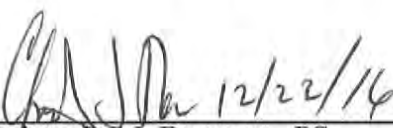
- Course 1) Thence South 19 degrees 37 minutes 52 seconds East a distance of 4.70 feet;
- Course 2) Thence South 04 degrees 08 minutes 50 seconds East a distance of 12.22 feet;
- Course 3) Thence South 00 degrees 54 minutes 38 seconds West a distance of 12.61 feet;
- Course 4) Thence South 88 degrees 19 minutes 06 seconds West a distance of 18.02 feet;
- Course 5) Thence North 00 degrees 54 minutes 23 seconds East a distance of 12.63 feet;
- Course 6) Thence North 04 degrees 08 minutes 50 seconds West a distance of 8.98 feet;
- Course 7) Thence North 19 degrees 37 minutes 52 seconds West a distance of 24.27 feet to the littoral rights property line extension of the westerly line of said lands conveyed to Jesse;

Course 8) Thence along the littoral rights property line extension of the northwesterly line of said lands conveyed to Jesse, North 68 degrees 29 minutes 53 seconds East a distance of 10.69 feet to an angle point therein;

Course 9) Thence South 21 degrees 30 minutes 07 seconds East a distance of 21.17 feet to an angle point therein;

Course 10) Thence North 80 degrees 42 minutes 27 seconds East a distance of 6.74 feet to the Principal Place of Beginning and containing 0.0168 acres (730 square feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on December 19, 2016.

Basis of Bearings: Bearings are based on the southwest right of way of Cedar Point Road referenced as South 47 degrees 46 minutes 00 seconds East as shown on the survivorship quitclaim deed recorded in RN 201208940 of Erie County Records.

 12/22/16

Christopher J. Dempsey, PS
Professional Surveyor 6914





**SUBMERGED LAND LEASE
PARCEL 3
0.0108 ACRES**

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being submerged lands lying adjacent to lands conveyed to David A. & Norma J. Jesse by deed recorded in RN #201208940 of Erie County Records and located in Original Huron Township Section No. 4, Township 7 North, Range 23 West of the Connecticut Western Reserve and being more particularly described as follows:

Beginning at a 1-1/2 inch pinched pipe found at the northwesterly corner of Lot Number 25 in Block Number 83 of the Cedar Point Improvement Company's First Subdivision of Cedar Point as recorded in Volume 6-B of Plats, Pages 48 and 50 of Erie County Records; Thence along the southerly line of Cedar Point Road (50 feet wide) North 47 degrees 46 minutes 00 seconds West, a distance of 804.89 feet to a Mag Nail set on the northwesterly line of lands conveyed to David A. & Norma J. Jesse as aforesaid; Thence along the northwesterly line of said lands conveyed to Jesse, South 42 degrees 14 minutes 00 seconds West a distance of 154.34 feet to a 5/8 inch iron pin set at the most westerly corner thereof, also being the northeasterly line of Sandusky Bay as shown on The G.A. Boeckling Company's Plat of Subdivision A, as recorded in Volume 8 of Plats, Page 18 of Erie County Records; Thence along the southwesterly line of said lands conveyed to Jesse and the northeasterly line of Sandusky Bay as shown on said plat, South 22 degrees 10 minutes 29 seconds East a distance of 0.64 feet; Thence South 42 degrees 46 minutes 09 seconds West a distance of 61.47 feet to an angle point therein; Thence South 80 degrees 42 minutes 27 seconds West a distance of 29.08 feet to an angle point therein; Thence North 21 degrees 30 minutes 07 seconds West a distance of 21.17 feet to an angle point therein; Thence along the littoral rights property line extension of the northwesterly line of said lands conveyed to Jesse, South 68 degrees 29 minutes 53 seconds West a distance of 10.69 feet; Thence South 19 degrees 37 minutes 52 seconds East a distance of 24.27 feet; Thence South 04 degrees 08 minutes 50 seconds East a distance of 2.30 feet to the PRINCIPAL PLACE OF BEGINNING of the lease premises described herein:

Course 1) Thence South 04 degrees 08 minutes 50 seconds East a distance of 6.68 feet;

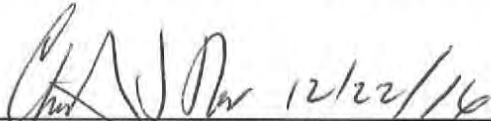
Course 2) Thence South 00 degrees 54 minutes 23 seconds West a distance of 3.33 feet;

Course 3) Thence South 88 degrees 32 minutes 02 seconds West a distance of 46.98 feet;

Course 4) Thence North 01 degrees 28 minutes 02 seconds West a distance of 10.00 feet;

Course 5) Thence North 88 degrees 31 minutes 59 seconds East a distance of 46.81 feet to the Principal Place of Beginning and containing 0.0108 acres (470 square feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on December 19, 2016.

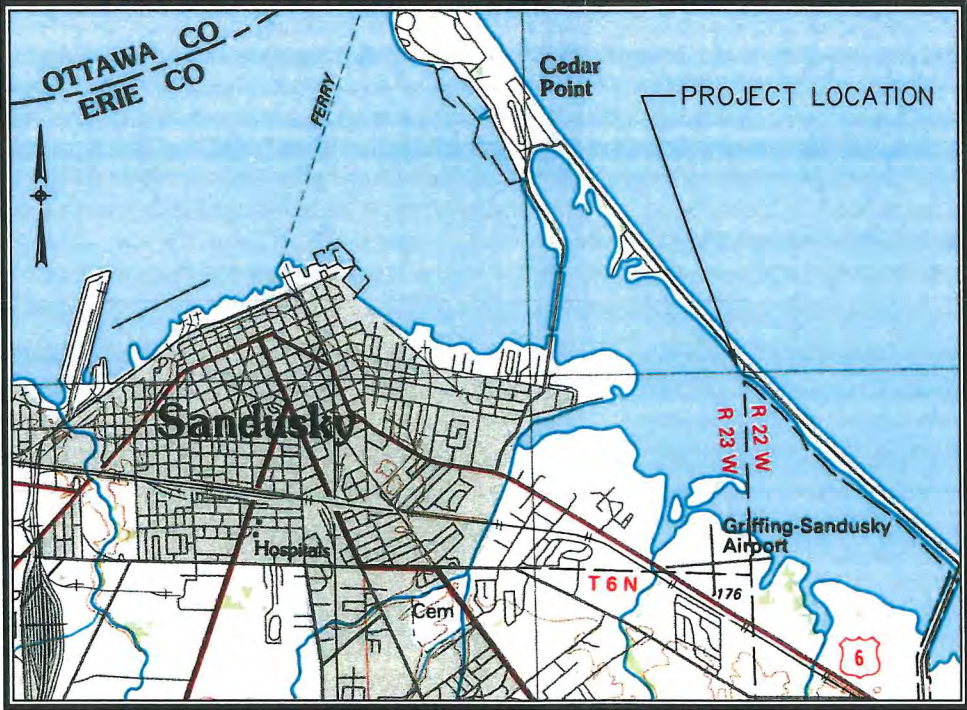
Basis of Bearings: Bearings are based on the southwest right of way of Cedar Point Road referenced as South 47 degrees 46 minutes 00 seconds East as shown on the survivorship quit-claim deed recorded in RN 201208940 of Erie County Records.



Christopher J. Dempsey, PS
Professional Surveyor 6914



NEW PIER AT 1107 CEDAR POINT ROAD SANDUSKY OHIO



VICINITY MAP, USGS SANDUSKY QUAD , NO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND ELEVATIONS AS NOTED ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY INCONSISTENCIES BETWEEN THE DRAWINGS AND THE FIELD MEASUREMENTS.
2. AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION THE CONTRACTOR SHALL CONTACT OUPS & THE CITY OF SANDUSKY TO DETERMINE THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES NOT INDICATED ON THE PRINTS. IF UNCHARTED UTILITIES ARE ENCOUNTERED THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.

DRAWING TITLE

TITLE SHEET
EXISTING SITE PLAN
SITE PLAN
SECTIONS

SHEET No.

1
2
3
4



JOHN S. MATRICARDI, P.E. OHIO REG. NO. 044003

DATE

OHIO
Utilities Protection
SERVICE
Call Before You Dig
1-800-362-2764

CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

1. UNDERGROUND UTILITIES ARE SHOWN FROM RECORDS AND FIELD MARKINGS PROVIDED BY UTILITY COMPANIES AND AGENCIES. ACTUAL LOCATIONS MAY VARY. CONTACT OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2764 AT LEAST 48 HOURS PRIOR TO EXCAVATION.
2. VISIBLE SURFACE UTILITIES HAVE BEEN FIELD LOCATED UNLESS OTHERWISE NOTED.

ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT ROAD SANDUSKY OH 44870
WILLIAM & JANE DUJBEK
103 LAURIE ROAD SANDUSKY OH 44870
DATUM: 0.0 LWD = 569.2 FEET IGLD 1985

DATE: _____
DRAWN BY: _____
CHKD BY: _____
DWG. NAME: _____
PATH: _____
F.B. _____

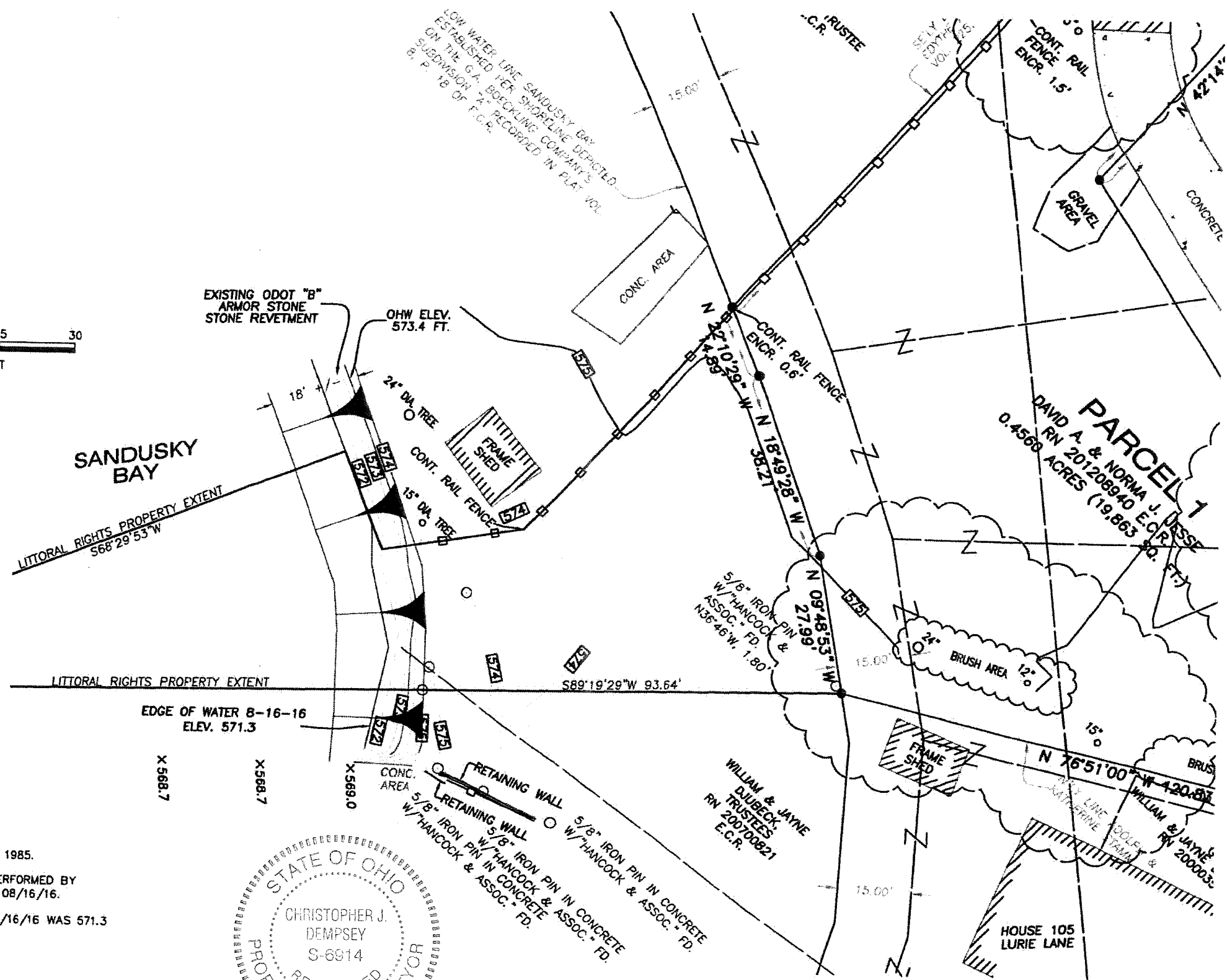
KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

KS ASSOCIATES

TITLE SHEET
NEW PIER
1107 CEDAR POINT ROAD
SANDUSKY OHIO

SHEET
1
OF
4
JOB NO.
16221

PRELIMINARY DESIGN



1. VERTICAL DATUM IS IGLD 1985.
2. TOPOGRAPHIC SURVEY PERFORMED BY DEMPSEY SURVEYING ON 08/16/16.
3. WATER ELEVATION ON 08/16/16 WAS 571.3 FEET IGLD 1985.

[illegible]

A circular professional seal for Christopher J. Dempsey, a Registered Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "CHRISTOPHER J. DEMPSEY" in the center, "S-6914" below the name, and "REGISTERED PROFESSIONAL SURVEYOR" at the bottom. The seal is surrounded by a decorative border of small dots.

Christ. Mon
Dec. 28, 2016

PERMIT DRAWINGS
NOT FOR CONSTRUCTION

ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT SANDUSKY OH 44870
WILLIAM & JANE DUJBEK
103 LAURIE ROAD SANDUSKY OH 44870
DATE: 0.0 LWD = 569.2 FT ICD 1985

DATE 12-22-2018
 DRAWING BY KS
 CRY BY MEC
 CRY NAME 18221
 PART# _____
 P.I.# _____

KS
KS ASSOCIATES

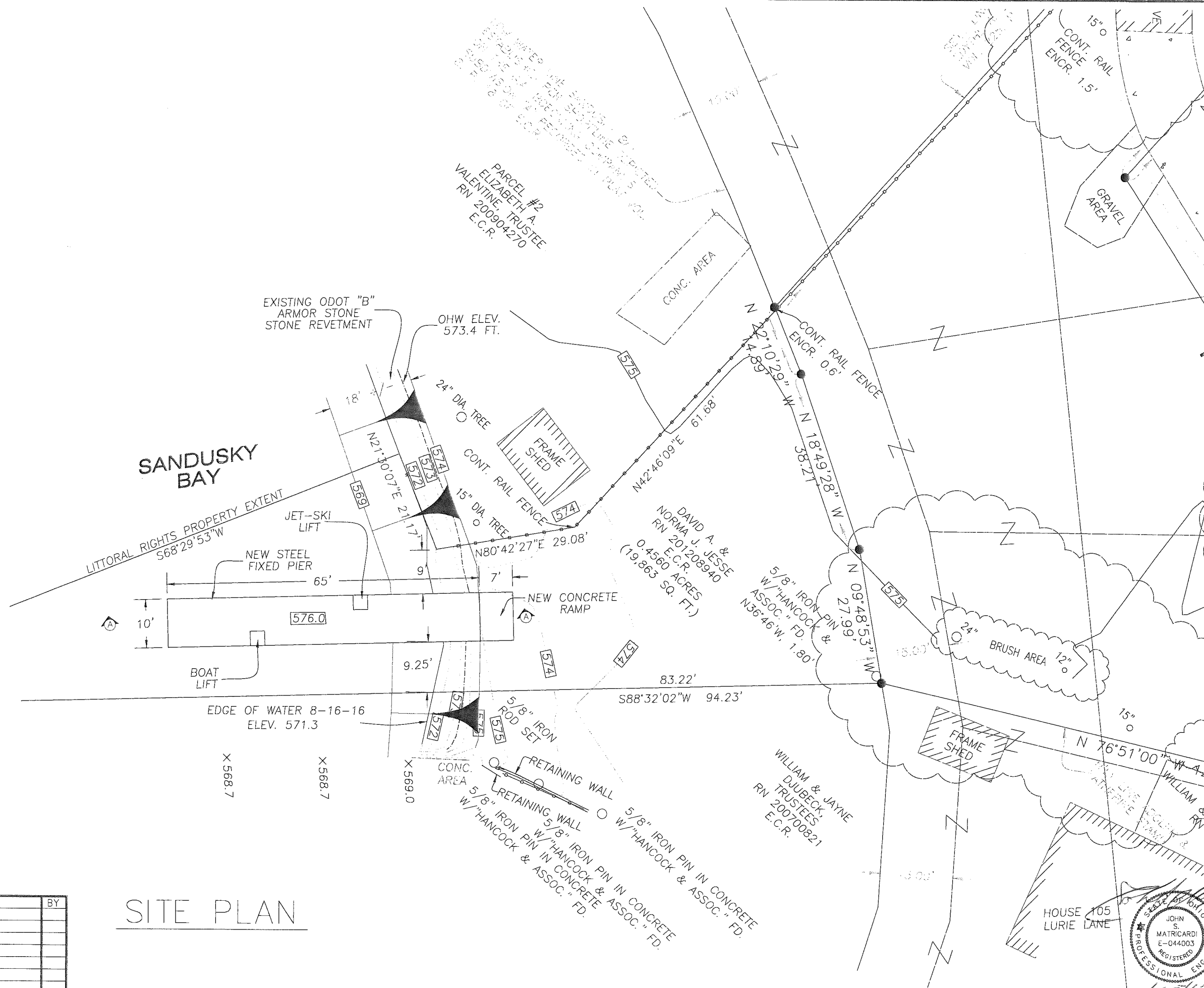
KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

EXISTING SITE PLAN
NEW PIER
1107 CEDAR POINT RD.
SANDUSKY OHIO

SHEET
2
OF
5
JOB NO.
16221



1. VERTICAL DATUM IS IGLD 1985.
2. TOPOGRAPHIC SURVEY PERFORMED BY DEMPSEY SURVEYING ON 08/16/16.
3. WATER ELEVATION ON 08/16/16 WAS 571.3 FEET IGLD 1985.
4. LITTORAL RIGHTS PROPERTY LINE EXTENSIONS DETERMINED BY AGREEMENT BETWEEN PROPERTY OWNER AND ADJACENT PROPERTY OWNERS.

[illegible]

SITE PLAN

ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
111115 CEDAR POINT ROAD SANDUSKY OH 44870
WILLIAM & JANE DUUBEK
103 LAURIE ROAD SANDUSKY OH 44870
DATUM: 0.0 LWD = 569.2 FEET IGLD 1985

DATE: 11-17-2016
DRAWN BY: PJC
CHK'D BY: MPC
DWG. NAME: 16221
PATH: C:\ML 3D 2014
F B: 945, 947, 951

KS Associates, Inc.
2260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

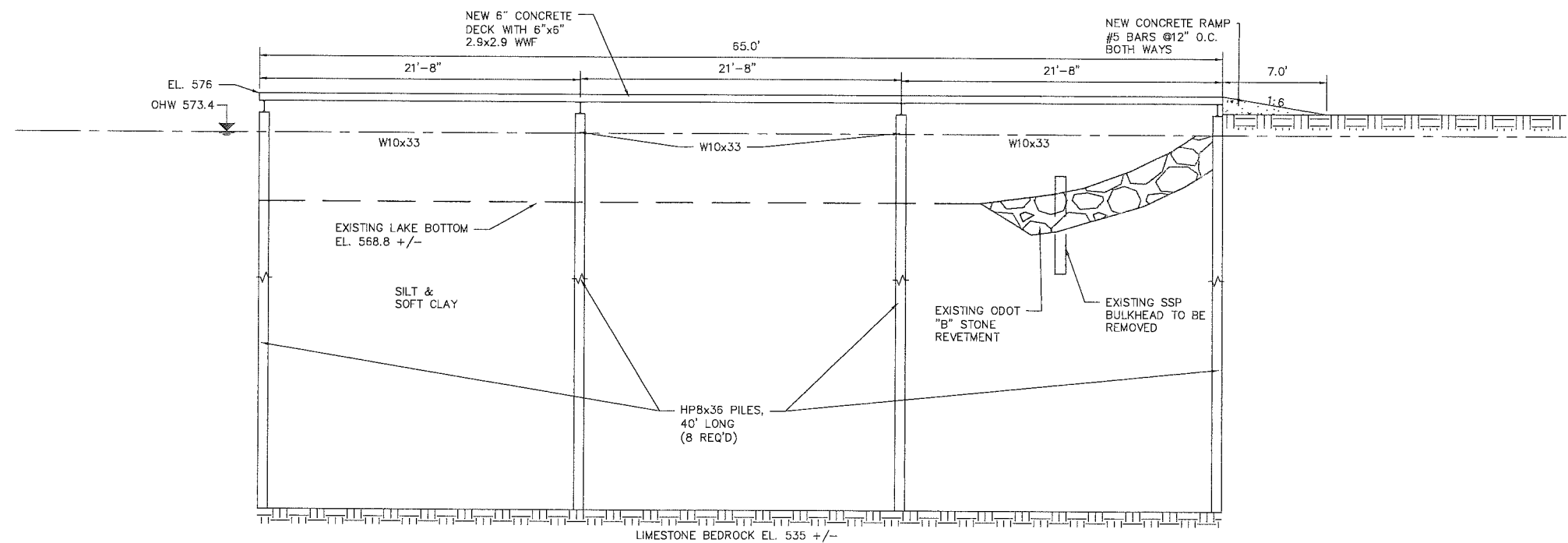
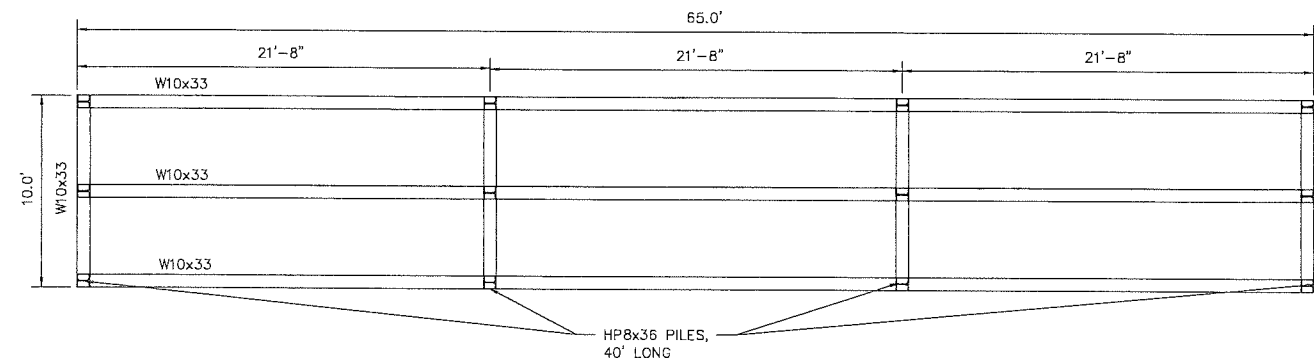


KS ASSOCIATES

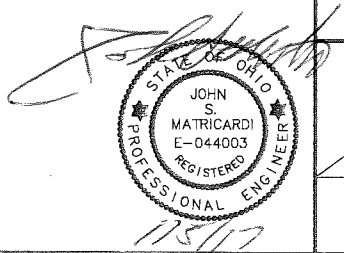
SITE PLAN
NEW PIER
1107 CEDAR POINT ROAD
SANDUSKY OHIO

SHEET
3
OF
4
JOB NO.
16221

- NOTES
1. VERTICAL DATUM IS IGLD 1985.
 2. TOPOGRAPHIC SURVEY PERFORMED BY DEMPSEY SURVEYING ON 08/16/16.
 3. WATER ELEVATION ON 08/16/16 WAS 571.3 FEET IGLD 1985.
 4. LITTORAL RIGHTS PROPERTY LINE EXTENSIONS DETERMINED BY AGREEMENT BETWEEN PROPERTY OWNER AND ADJACENT PROPERTY OWNERS.



REVISIONS	DATE	DESCRIPTION	BY



ADJACENT PROPERTY OWNERS
ELIZABETH VALENTINE TRUSTEE
11115 CEDAR POINT ROAD SANDUSKY OH 44870
WILLIAM & JANE DJUREK
103 LAURIE ROAD SANDUSKY OH 44870
DATUM: 0.0 LWD = 569.2 FEET IGLD 1985

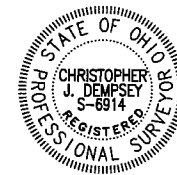
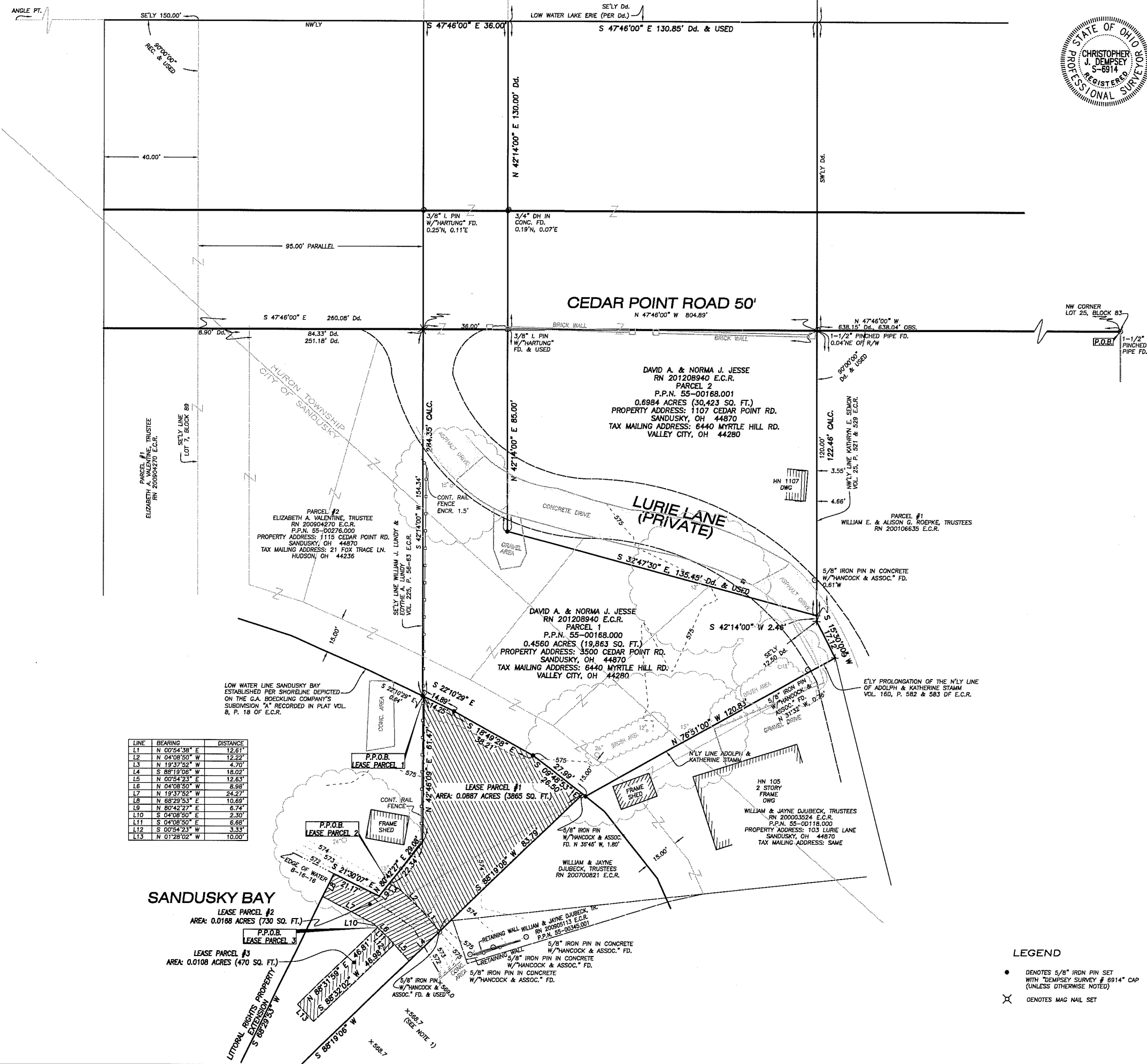
DATE: 11-17-2016
DRAWN BY: PJC
CHK'D BY: MPC
DWG. NAME: 16221
PATH: C:\W\30_2014
F.B.: 945_947_551

KS Associates, Inc.
260 Burns Road, Suite 100
Elyria, OH 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

KS ASSOCIATES

SECTIONS
NEW PIER
1107 CEDAR POINT ROAD
SANDUSKY OHIO

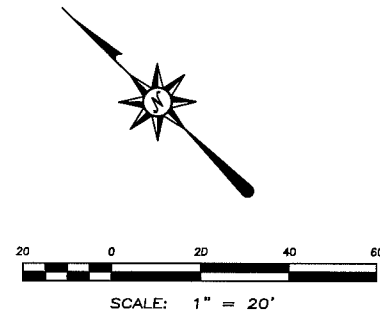
SHEET 4 OF 4
JOB NO. 16221



I HEREBY STATE THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY PREPARED BY ME AND CONFORMS TO THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS AS ESTABLISHED UNDER OHIO ADMINISTRATIVE CODE SECTION 4733-37. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. PERMANENT MONUMENTS WERE FOUND OR SET AT ALL LOCATIONS SHOWN HEREON. ALL DIMENSIONS GIVEN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.

12/28/16
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE OF SURVEY: DECEMBER 19, 2016

DEMPSEY SURVEYING COMPANY
P. 216/228/1130 F. 216/228/1131
12815 DETROIT AVENUE
CLEVELAND, OH 44107-2835



BASIS OF BEARING
BEARINGS ARE BASED ON THE SOUTHWEST RIGHT OF WAY OF CEDAR POINT ROAD REFERENCED AS S 47°46'00" E AS SHOWN ON THE SURVIVORSHIP OUI-CLAIM DEED RECORDED IN RN 201208940 OF ERIE COUNTY RECORDS

GENERAL NOTES

- SUBMERGED ELEVATIONS PROVIDED BY JOHN MATRICARDI, REFERENCE NUMBER 1581-2.
- VERTICAL DATUM IS IGLO 1985
- WATER ELEVATION ON 8-16-2016 WAS 571.3 FEET IGLO 1985
- LITTORAL RIGHTS PROPERTY LINE EXTENSIONS DETERMINED BY AGREEMENT BETWEEN PROPERTY OWNER AND ADJACENT PROPERTY OWNERS.
- OBSERVED EVIDENCE OF OCCUPATION ALONG NORTHWESTERLY PROPERTY LINE INCLUDES A RAIL FENCE. THERE IS NO OBSERVABLE EVIDENCE OF OCCUPATION ALONG THE OTHER PROPERTY LINES WHICH ARE MOWED GRASS OR VEGETATION.

ADJACENT PROPERTY OWNERS:

ELIZABETH VALENTINE TRUSTEE
1115 CEDAR POINT ROAD
SANDUSKY, OH 44870

WILLIAM & JANE DUBEK
103 LURIE LANE
SANDUSKY, OH 44870

SUBMERGED LAND LEASE PLAT OF SURVEY

FOR
DAVID A. & NORMA J. JESSE

SITUATED IN THE CITY OF SANDUSKY, COUNTY OF ERIE, STATE OF OHIO AND KNOWN AS BEING SUBMERGED LANDS LYING ADJACENT TO ORIGINAL HURON TOWNSHIP SECTION NO. 4, TOWNSHIP 7 NORTH, RANGE 23 WEST OF THE CONNECTICUT WESTERN RESERVE.

JOB NO. 8907 HORZ. SCALE 1"=20' VERT. SCALE NONE DRAWN BY MS FIELD CREW RB
LAST PLOT DATE Dec 28, 2016 DATE OF SURVEY AUGUST 16, 2016 CHECKED BY CJD

DEMPSEY SURVEYING COMPANY
P. 216/228/1130 F. 216/228/1131
12815 DETROIT AVENUE
CLEVELAND, OH 44107-2835

SHEET 1 OF 1



City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715

TO: Eric Wobser, City Manager

FROM: Marvin Ranaldson, Transit Administrator

DATE: January 30, 2017

SUBJECT: **CY 2017 Sandusky Transit System 5339 (b): Bus and Bus Facilities Grant Application**

ITEM FOR CONSIDERATION: Request for Resolution of Authorization to file applications with the Ohio Department of Transportation (ODOT) for the CY 2017 Rural Transit Program Grant and Section 5339 (b): (Bus and Bus Facilities) and upon approval for the City Manager to execute all grant or agreement as awarded.

BACKGROUND INFORMATION: The Rural Transit Program, as authorized by the Federal Transit Administration, 49, USC the Section 5339: Bus and Bus Facilities, provides funds for vehicle purchases in the provision of general public transportation services in rural areas. The Ohio Department of Transportation was awarded a 5339 (b) discretionary grant to purchase up to 150 vehicles for transit agencies throughout the state. The city's portion of the award was \$426,653, which is slightly more than the amount requested in September.

The City originally applied for \$412,200 in Federal 5339: Bus and Bus Facilities funds, in September of 2016, due to the restructuring of that program the city is required to apply for a 5339 (b) These funds will be used to purchase 5 new transit vehicles, four (4) Low-floor 20 passenger buses and one (1) 12-passenger Light transit vehicle, These vehicles will improve the quality of transit service and help reduce the cost of maintaining our fleet of transit vehicles.

BUDGET IMPACT:

The 5339 (B): Bus and Bus Facilities grant will require \$42,665 of local match funding, of which \$42,665 will be from the Capital Replacement Fund. The Capital Replacement fund is dedicated to provide local match for capital expenses like vehicles, equipment and vehicle maintenance.

ACTION REQUESTED: A resolution authorizing the filing of an application with the Ohio Department of Transportation for the CY 2017 and Section 5339 (b): Bus and Bus Facilities, and upon approval, for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter since applications are due to the Ohio Department of Transportation by February 28, 2017.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Director of Planning

Marvin Ranaldson
Transit Administrator

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE BUSES AND BUS FACILITIES PROGRAM GRANT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Buses and Bus Facilities Grant Program, as authorized by the Federal Transit Administration, 49 USC Section 5339, makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities; and

WHEREAS, the Ohio Department of Transportation (ODOT) administers Ohio's Buses and Bus Facilities Program (49 USC Section 5339) on behalf of the Federal Transit Administration (FTA); and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5339 the City give an assurance that it will comply with Title VI of the Civil rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, this City Commission authorized the filing of a grant application with the Ohio Department Of Transportation through the US DOT Federal Transit Administration (FTA) for the Buses and Bus Facilities Program Grant for the purchase of vehicles for the Sandusky Transit System by Resolution No. 040-16R, passed on August 22, 2016; and

WHEREAS, the City was notified of allocated funds in the amount of \$383,988.00 (federal share) for the purchase of vehicles but due to restructuring of the Buses and Bus Facilities Program was instructed to re-submit an application under Section 5339(b) in order to receive the funds; and

WHEREAS, these funds will be used to purchase five (5) new transit vehicles, four (4) low-floor 20-passenger buses and one (1) 12-passenger light transit vehicle and the required local matching funds in the amount of \$42,665.00 will be paid with Capital Replacement Funds; and

WHEREAS, approval to purchase these vehicles is being requested in companion legislation; 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 for Buses and Bus Facilities Program grant funds under Section 5339(b) to the Ohio Department of Transportation by the requested deadline of February 28, 2017; and

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

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

Section 1. The City Manager is hereby authorized to execute and file a grant application

on behalf of the City of Sandusky with the Ohio Department of Transportation for the Buses and Bus Facilities Program to aid in the financing of transit vehicles pursuant to 49 USC. Section 5339(b) and the Ohio Public Transportation Grant Program for the Sandusky Transit System and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application any assurances or any other documentation required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration and to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____

PAGE 3 - RESOLUTION NO. _____

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



TO: Eric Wobser, City Manager

FROM: Victoria Kurt, Recreation Superintendent

DATE: January 31, 2017

RE: Item for Commission Agenda- Priority Use Agreement for Panther Baseball Club

ITEMS FOR CONSIDERATION:

Legislation to enter into a three-year License Agreement with the Panther Baseball Club for priority use of the field located at Kiwanis Park for the Firelands Interleague Baseball League program (March 1, 2017 through July 31, 2019) beginning March 1, 2017.

BACKGROUND INFORMATION:

The City of Sandusky has held a Priority Use Agreement with the Sandusky Bay Baseball League from 2011-2016 which has worked well for all parties. Because of the success of the past agreement with the league, it would be beneficial to enter into another three-year agreement.

The Panther Baseball League has agreed to continue the responsibility to maintain the ball field by preparing, dragging and lining of the fields prior to games and as well as mowing, trimming, and making repairs to the fencing, concessions stand and storage shed which is a tremendous help to the City.

BUDGET IMPACT:

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the Panther Baseball Club.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Panther Baseball Club for seasonal priority use of the Kiwanis Park Ball Field. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to execute the agreement before the start of the 2017 season, which begins on March 1, 2017.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LICENSE AGREEMENT WITH THE PANTHER BASEBALL CLUB FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, OHIO FOR THE FIRELANDS INTERLEAGUE BASEBALL LEAGUE PROGRAM (MARCH 1 THROUGH JULY 31) BEGINNING MARCH 1, 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Panther Baseball Club desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for the Firelands Interleague Baseball League Program beginning in CY 2017 for the season March 1, 2017 through July 31, 2017, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

WHEREAS, it is necessary for the City to grant the Sandusky Bay Baseball League permission to utilize the City's park property on a priority use basis; and

WHEREAS, the Panther Baseball Club will perform routine maintenance to the ball field areas and concession stand, which includes preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stand and storage shed, in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Panther Baseball Club; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and prior to the start of the 2017 season, which begins on March 1, 2017; 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a three (3) year License Agreement with the Panther Baseball Club for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for the Firelands Interleague Baseball League Program beginning March 1, 2017, through July 31, 2019, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2017 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and the Panther Baseball Club, 1412 Pearl Street, Sandusky, Ohio, hereinafter referred to as “Licensee” for the purpose of utilizing the Kiwanis Park Ball Field, concession stand, and storage shed located at 2227 First Street, Sandusky, Ohio from March 1, 2017 through July 31, 2019.

WHEREAS, the Panther Baseball Club desires to have priority use of Kiwanis Park Ball Field, concession stand, and storage shed for the Firelands Interleague Baseball League beginning in CY 2017 for the season March 1, 2017, through July 31, 2019, which includes games and practices, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

WHEREAS, it is necessary for the City to grant the Licensee permission to utilize the City’s park property on a priority use basis; and

WHEREAS, Licensee is willing to perform routine maintenance to the ball field areas and concession stand under the direction of the Recreation Director of the City in exchange for the priority use of the ball field delineated in this license agreement; and

WHEREAS, the City and the Licensee understand and acknowledge they need to work cooperatively to insure that all City ball fields are equitably shared and available.

NOW, THEREFORE, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Kiwanis Park Ball Field, concession stand and storage shed located at 2227 First Street, Sandusky, Ohio.

SECTION TWO
TERM

The City grants to the Licensee the priority use of the above-described ball field, concession stand and storage shed during the Licensee's yearly Firelands Interleague Baseball League schedule, for a period commencing March 1, 2017, through July 31, 2019.

The City and Licensee shall meet annually prior to December 31 of each year of this Agreement beginning in CY 2017 to make any necessary adjustments required due to the scheduling of Panther Baseball Club games for the following year.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes

unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE **CONSIDERATION**

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for performance of routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Director of the City, which includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to the fencing, concessions stands and storage shed.

Licensee acknowledges and understands that the specific plans for repairs to the fencing, turf and the concession stand and any other improvements shall be pre-approved by the City Manager and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

Licensee agrees not to erect or cause to be erected on the property described in Section One any buildings or structures, whether permanent or temporary, without securing the prior approval of the City Manager pursuant to this Agreement.

SECTION FOUR **INDEMNIFICATION**

In consideration of the privilege granted by this Agreement, Licensee agrees to indemnify, defend, and save the City harmless from all loss, liability, cost or damages in connection with or on account of any injuries or damages that may occur or be claimed with respect to any person or property in or on the above-described property while being used by Licensee and Licensee's participants, coaches, members, guests, volunteers or invitees unless the injuries or damages are the result of the sole negligence of the City or its employees, agents or contractors.

During the term of this Agreement for any priority use period Licensee shall secure, pay premiums for, and furnish certificates to the City annually and in advance of the start of each baseball season for the following:

- a. Public liability insurance protecting the City and Licensee, and their respective agents, officers, employees, officials, and volunteers because of liability incurred in the performance of the terms of this Agreement when such liability is imposed on account of injury or death of a person or persons, such policy to provide limits on account of an accident resulting in injury or death to one person of not less than One Million Dollars.
- b. Property damage insurance protecting the City and Licensee and their respective agents, officers, employees, officials and volunteers in the performance of the terms of this Agreement, such policy to provide for a limitation on account of each accident of not less than One Million Dollars.

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate

notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of the Kiwanis Park Ball Field, concession stand, and storage shed located at Kiwanis Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Your group is responsible for clean up and disposal of any refuse resulting from the use of the ball field. Please remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

Kiwanis Park Ball Field, concession stand and storage shed located at Kiwanis Park are a part of the City's Public Park System and as such the City is responsible for all routine maintenance identical to the maintenance provided to all City parks and ball fields, which includes, but is not necessarily limited to, mowing, repairs to fencing, turf, playing surfaces and permanent structures.

SECTION SIX **GOVERNING LAW**

It is agreed that this License Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon sixty (60) days written notification to the other party:

City of Sandusky:
c/o City Manager
222 Meigs Street
Sandusky, OH 44870

Licensee:
c/o Michael Myers
Panther Baseball Club
1412 Pearl Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

This Agreement may not be assigned by either Party or by operation of law to any other person, firm, or entity without the express written approval of the other Party.

SECTION NINE **MODIFICATIONS**

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures

result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN
JOINT DRAFTING AND NEUTRAL CONSTRUCTION

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

SECTION TWELVE
VALIDITY OF AGREEMENT

If any term, provision, covenant, or condition of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

SECTION THIRTEEN
ENTIRE AGREEMENT

This Agreement, including Exhibit "A" contains the entire Agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be changed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the City Commission of the City of Sandusky, Ohio, has caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged her execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is her voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

NOTARY PUBLIC

WITNESSES:

LICENSEE:

Michael Myers, Board President
Panther Baseball Club

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared Michael Myers, Board President, Panther Baseball Club, and acknowledged their execution of the foregoing instrument as said Licensee on behalf of themselves and that the same is their voluntary act and deed as said Licensee on behalf of themselves.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Justin D. Harris
Ohio Supreme Court #0078252
Law Director
City of Sandusky

EXHIBIT "A"

Firelands Interleague Baseball League Schedule

March 1, 2017, through July 31, 2017

(To Be Provided Upon Completion)

DRAFT



*City of Sandusky Department of Community Development
Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715*

To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: January 10, 2017

Subject: Commission Agenda Item – Professional Design Agreement for the Shoreline Drive Rehabilitation Project

ITEM FOR CONSIDERATION: Agreement for Professional Services with Osborn Engineering for Design Services for the Shoreline Drive Rehabilitation project.

BACKGROUND INFORMATION: During the Bicentennial Vision process, the topic of improvements to both Shoreline Drive and the Jackson Street Pier were discussed. Ultimately, the Strategic Plan listed the following as a top priority under “Destination City”:

- “Downtown: Implement downtown districts, **streetscape and public space amenities.**”

The Comprehensive Plan listed the Shoreline Drive Boardwalk / Elevated Walkway as a top priority under infrastructure investments and also prioritized Shoreline Drive by stating the following as a redevelopment goal:

- “Maximize **Shoreline Drive** as District’s front porch”.

The Comprehensive Plan also provided a high level conceptual rendering which focused on public access, aesthetic improvements and additional streetscape elements.

The proposed project will include professional engineering design services required for the rehabilitation and streetscape improvements of Shoreline Drive. The total scope of services will include preliminary engineering, final engineering and construction administration. However, since the final engineering and construction administration scope and fee cannot be determined until the preliminary engineering is completed, this contract shall only include a scope and fee for preliminary engineering.

The general scope of the preliminary engineering includes:

- public outreach and presentations, throughout the process;
- a detailed survey of Shoreline Drive from Lawrence to Franklin Streets, including parking areas at Jackson and Water and Wayne and Water;
- geotechnical sampling;
- field inspections;
- concept sketches, which could include things such as a boardwalk or private decks, screening for back service uses, trash receptacle consolidation;
- utility relocation;
- schematic design and budget estimate;
- illustration and renderings;

- GIS mapping, and;
- a recommendation on a project delivery method based on budget.

The preliminary engineering will be completed at a lump sum fee for \$99,807 including all normal reimbursable expenses and sub consultant fees, as directed by the City of \$50,235. The grand total is **\$150,042.**

After preliminary engineering is complete a fee and a refined scope for detailed engineering and construction administration will be established. Although this contract scope includes detailed engineering and construction administration, it cannot be fully described or budgeted for until the preliminary engineering is complete. Therefore, City Commission will be asked to review and approve such, and to approve an amended contract prior to commencement by Osborn Engineering on the detailed engineering and construction administration.

The City released a Request for Qualifications for the Jackson Street Pier/Shoreline Drive Design Project in June of 2016, as advertised on June 20th and 27th, 2016. The following firms submitted qualifications: Behnke and Associates, The Collaborative and City Architecture with Osborn Engineering. It was determined by an internal committee that City Architecture with Osborn Engineering was the most qualified design firm to perform the Jackson Street Pier/Shoreline Drive Design Project, based upon the firm's experience, professional expertise, and technical ability. The committee first ranked the qualifications and then interviewed each firm. During contract negotiations, it became evident that there would be more engineering than architecture in the scope, therefore it was determined that Osborn Engineering would be the lead consultant. Further, it was decided by the City to separate the Shoreline Drive Rehabilitation Project and the Jackson Street Pier Project due to size, timing and funding opportunities.

BUDGETARY INFORMATION: The total preliminary engineering cost, not to exceed, is \$150,042, to be initially paid with Capital Funds. The City intends to finance all costs associated with the Shoreline Drive Rehabilitation Project with notes or bonds from the newly expanded urban renewal area. The notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. Costs associated with final engineering and construction administration will require City Commission approval.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the Shoreline Drive Rehabilitation Project in the amount of \$150,042 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction project to coincide with the Bicentennial events and celebration that will be occurring in 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Planning Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Planning Director, designated below or designee (the “Director of Public Works”), whose contact person and address are set forth below.

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

Project Name:	Shoreline Drive Rehabilitation Project
Planning Director:	Angela Byington, A.I.C.P.
Address:	Planning Department City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Osborn Engineering
Contact:	Bonita G. Teeuwen, P.E.
Address:	1100 Superior Avenue, Suite 300 Cleveland, Ohio 44114

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms

of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

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

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of _____. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

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

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

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

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

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

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by

facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at _____. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

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

Osborn Engineering

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OSBORN ENGINEERING OF CLEVELAND, OHIO, FOR PROFESSIONAL DESIGN SERVICES FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive; and

WHEREAS, Osborn Engineering, in collaboration with City Architecture Inc., will be providing professional design services for the preliminary engineering of the Shoreline Drive Rehabilitation Project which is summarized as follows:

- Public outreach and presentations, throughout the process;
- Detailed survey of Shoreline Drive from Lawrence to Franklin Streets, including parking areas at Jackson and Water and Wayne and Water;
- Geotechnical sampling;
- Field inspections;
- Concept sketches, which could include things such as a boardwalk or private decks, screening for back service uses, trash receptacle consolidation;
- Utility relocation;
- Schematic design and budget estimate;
- Illustration and renderings;
- GIS mapping, and;
- Recommendation on a project delivery method based on budget.

and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, a Request for Qualifications (RFQ) was issued on June 20, 2016, for the Jackson Street Pier / Shoreline Drive Design Project of which three (3) submittals were received, evaluated and ranked by a selection committee and then the committee interviewed each firm and based upon the firm's experience, professional expertise, and technical ability necessary to complete the required tasks, it was determined Osborn Engineering was the most qualified; and

WHEREAS, the total cost of the professional design services is not to exceed \$150,042.00 and will initially be paid with Capital Funds and financed with notes or bonds from the newly expanded urban renewal area and the notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service; 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 implement the project as soon as possible to complete the preliminary engineering and finalize the scope of the final construction to coincide with the Bicentennial events and celebration that will be occurring in 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Osborne Engineering of Cleveland, Ohio, for Professional Design Services for the Shoreline Drive Rehabilitation Project, 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 terms of this Ordinance, at an amount **not to exceed** One Hundred Fifty Thousand Forty Two and 00/100 Dollars (\$150,042.00).

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017 (effective after 30 days)



Department of Planning and Development

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5873
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Casey Sparks, Assistant Planner
Date: February 1, 2017
Subject: February 13th, 2017 Commission Agenda Item –Application for Local Landmark designation for the Whitworth Building- 234-236 Columbus Ave.

Item for Consideration: Application to designate 234-236 Columbus Ave as a local landmark.

Purpose: The Landmark Commission and Chapter 1161 of the City of Sandusky Planning & Zoning Code were created to assure there is a process in which the city has the ability to designate individual properties, buildings and districts for landmark purposes. Chapter 1161 also provides a process for the Commission to review major alterations and demolitions to the properties that are locally landmarked, on the National Registry, or located within a National Registered district.

Background Information: The applicant, Marous Brothers Construction on behalf of SANDCITY, LLC has submitted an application for local landmark designation for the Whitworth Building, 234-236 Columbus Ave. The applicant provided the Landmark Commission with a detailed report specifying how this property meets the criteria referenced in Section 1161.06 for the designation of a landmark. Planning Staff believe that the existing building is an important piece of the City of Sandusky's history and meets the criteria for historic designation as a Local Landmark. On February 1, 2017 the Landmark Commission unanimously recommended approval of the Local Landmark designation of the Whitworth Building- 234-236 Columbus Ave.

Correlation to the Comprehensive Plan:

The current City Comprehensive Plan references preserving our unique inventory of historic buildings as well as using historic preservation as an economic tool. Staff believes that designating the Whitworth Building as a local landmark will assist in assure that the goals of the comprehensive plan are met.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the Local Landmark designation for the Whitworth Building, 234-236 Columbus Ave. It is requested that this ordinance take effect in accordance with Section 13 of the City Charter.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Department of Community Development

Two (2) Attachments, additional attachments are posted on the City's website.

Landmarks Commission
February 1, 2017
Minutes

Chairman Mears called the Landmarks Commission meeting to order at 4:30 PM. The following members were present: Mr. David Miller, Mr. Pete McGory, Chairman John Mears, Mr. Mike Zuilhof and Commissioner Wes Poole. Ms. Casey Sparks and Ms. Angela Byington represented the Planning Department, Mr. Trevor Hayberger represented the Law Department and Debi Eversole, Clerk from Community Development. Mr. Bromm and Mr. Jackson were excused.

Mr. McGory moved to approve the minutes from the September 28, 2016 as presented. Mr. Zuilhof seconded the motion, which carried unanimously.

Ms. Sparks stated that Sharon Trsek, on behalf of Marous Brothers had submitted a Landmarks application for a Local Landmark Designation to the Whitworth Building at 232-236 Columbus Ave. The property is zoned as "DBD" Downtown Business District and has a tenant within the first floor. Section 1161.06 specifies the criteria for designation of a landmark building which include:

1. A building more than 50 years old
2. Associated with a historic event that had significance on the community state or nation
3. Associated with a significant person that has important effect on the community, state, or nation
4. Embodies different characteristics of architectural style, period or a method of construction
5. Constructed by an outstanding designer or builder
6. Prominence of spatial location, scale, or visual feature that contributes to the distinctive quality or identity of the neighborhood.

The report provided by the applicant includes information on the historical significance of this building including one of the original founders John Whitworth who had a great impact on the City of Sandusky. Mr. Whitworth worked in an executive position at American Crayon, National Bank of Sandusky, and the Sandusky Telephone Company. At his passing it was said that Sandusky lost one of its oldest, best known and most valuable citizens.

The building has had several tenants; two of the longer lasting ones included a Cigar Manufacturing Shop and Bauman & Sons who sold wall paper, paints, and oils.

Staff believes that the existing building is an important piece of the City of Sandusky's history. Staff believes that the building meets the criteria for the historic designation of a local landmark as the building is associated with a significant person in Sandusky's history and the buildings location contribute to the historical aspects of the neighborhood.

Mr. Zuilhof moved to approve the application for landmark designation. Mr. McGory seconded the motion. Mr. Zuilhof stated that the applicant provided a very thorough application that will serve the community well.

With no further comments, the motion carried with a unanimous vote.

Mr. Poole noted that this presentation should be available for the public. Mr. Zuilhof suggested making the presentation a digital format that could be put on the City of Sandusky website.

Ms. Sparks stated that this will be presented to City Commission in an upcoming meeting and that a digital format will be available at that time, if not sooner.

Larry Knauer 304 E. Adams St stated that he is a member of San City LLC that owns the Whitworth building. He is in agreement that the presentation should be put into a public file. He also requests that the Kingsbury building presentation also be made public, as the Marous Brothers did an excellent job in showing the history behind each building.

With nothing further, Mr. Mears adjourned the meeting at 4:38 PM.

APPROVED:

Debi Eversole, Clerk

John Mears, Chairman



Department of Planning and Development

February 1, 2017

Landmark Commission recommends the approval for the designation of the Whitworth building-
234-236 Columbus Ave as a Local Landmark.

A handwritten signature in black ink that reads "John R. Mears". The signature is written in a cursive style with a horizontal line underneath.

John Mears
Landmark Commission Chair

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SANDUSKY LANDMARK COMMISSION'S DESIGNATION OF THE WHITWORTH BUILDING LOCATED AT 234-236 COLUMBUS AVENUE, PARCEL NO. 56-01247.000, SANDUSKY, OHIO, AS A LOCAL LANDMARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, Chapter 1161 of the City of Sandusky's Codified Ordinance was established for the purpose to create the Sandusky Landmark Commission and a process for designation of individual properties, buildings, and districts and to create a review process for major alternations and demolitions to local landmark buildings, buildings and properties within local landmark districts, and buildings or properties either individually listed on the National Registry or within a National Registered district; and

WHEREAS, pursuant to Chapter 1161 of the City of Sandusky's Codified Ordinances, the Sandusky Landmark Commission reviews all landmark designation applications and makes a recommendation of approval or denial, pursuant to Chapter 1161.06 which sets forth the criteria for the designation of the local landmark, thereafter the City Commission determines final approval of the application; and

WHEREAS, an application was submitted by Marous Brothers Construction on behalf of SANDCITY, LLC, for Local Landmark designation for the Whitworth Building, located at 234-236 Columbus Avenue; and

WHEREAS, the Sandusky Landmark Commission considered this request at its February 1, 2017, meeting and unanimously recommended approval of the Local Landmark designation of the Whitworth Building, located at 234-236 Columbus Avenue; and

WHEREAS, this City Commission having reviewed this matter does hereby approve the application and the designation as a local landmark shall be made; and

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

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

Section 1. This City Commission having reviewed this matter does hereby approve of the application and finds that 234-236 Columbus Avenue, Parcel No. 56-01247.000, shall be designated as a local landmark.

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 shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017 (effective after 30 days)

For Questions call
(614) 644-3156
Office hours - 8:00 a.m. to 5:00 p.m.

Ohio Department of Commerce
Division of Liquor Control
6606 Tussing Road, P.O. Box 4005
Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>



APPLICATION FOR TRANSFER OF OWNERSHIP OR OWNERSHIP & LOCATION OF ALL PERMIT CLASSES LISTED BELOW
CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING. RETURN TO ADDRESS LISTED ABOVE

FEE: \$100.00 PROCESSING FEE - made payable to the Division of Liquor Control (Non-Refundable)

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.			
Seller (Individual, Corporation, Partnership or LLC): M and J Hospitality, LLC		Buyer (Individual, Corporation, Partnership or LLC): Zeller Gaming, LLC	
DBA (doing business as): MG's Tavern & Fine Food		DBA (doing business as):	
Premises Address: 1555 Main Street		Premises Address: 142 Columbus Avenue	
Township (if outside city limits):	County: Butler	Township (if outside city limits):	County: Erie
City & Zip Code: Hamilton 45013		City & Zip Code: Sandusky 44870	
Email:		Email:	
Mailing Address:		Mailing Address: Same as above	
Phone Number:		Phone Number:	
Attorney's Name & Address:		Attorney's Name & Address: Kurt O. Gearhiser 520 E. Rich Street Columbus OH 43215	
Attorney's Telephone Number:	Seller's Permit Number: 6069923	Attorney's Telephone Number: 614-221-5151	

SELECT Class(es) of Permit(s) Being Transferred: ☐ A1 ☐ A1A ☐ A2 ☐ A3 ☐ A4 ☐ B1 ☐ B2 ☐ B3 ☐ B4 ☐ B5
☐ C1 ☐ C2 ☐ C2X ☒ D1 ☒ D2 ☐ D-2X ☒ D3 ☒ D3A ☐ D3X ☐ D5 ☒ D6 ☐ D7 ☐ OTHER _____

SELECT Type of Transaction: ☐ CORPORATE NAME CHANGE ☐ CONVERSION ☐ GIFT ☐ MERGER
☒ SALE ☐ OTHER _____

SELECT Type of Business: ☐ INDIVIDUAL If Individual, list Social Security Number: _____
☐ CORPORATION ☒ LLC ☐ PARTNERSHIP

Is this an Economic Development (TREX) Transfer? ☒ YES ☐ NO If you answered "YES," you must submit Form DLC4244 (See page 4 of this form for further TREX information).

FOR DIVISION USE ONLY			
Data Entry Initials: _____		Data Entry Action:	
RECEIPT NUMBER:		Violations: <input type="checkbox"/> YES <input type="checkbox"/> NO	
TAXING DISTRICT	FEE CODE	If "YES", what type _____	
SELLERS NUMBER		Ren Status: <input type="checkbox"/> ISSD <input type="checkbox"/> PEND	
BUYERS NUMBER		Proc. Fee Pd: <input type="checkbox"/> YES <input type="checkbox"/> NO	
BUS. TYPE		BCI Fee Amount Paid: \$ _____	
Comments/Notes:			

FOR OFFICE USE ONLY

☐ NEW ☐ TRANSFER ☐ REN

PERMIT #

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

PERSONAL HISTORY BACKGROUND FORM

<http://www.com.ohio.gov/liqr>

Please be advised that any social security numbers provided to the Division of Liquor Control on this form may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

The applicant is required to fill out Section A only.

The Division of Liquor Control will conduct a background check with the local authorities, who will complete Section B.

THE APPLICANT IS NOT TO PERFORM THIS CHECK, THEREFORE, DO NOT TAKE THIS FORM TO YOUR LOCAL POLICE AUTHORITY.

SECTION A (PLEASE PRINT)

Name (Last) Zeller	(First) Gabe	(Middle) Z		
Alias used or Maiden Name	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Phone # 419-627-2446		
Residence Address 3907 Deerpath dr.	City Sandusky	State OH	Zip Code 44870	
Date of Birth 04-08-1982	Are you a US Citizen? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Place of Birth Norwalk		
Marital Status Married	Spouse's Name (Last) Mesenburg	(First) Julie	(Middle) N	
Permit Address: 142 Columbus Avenue, Sandusky, Ohio, 44870				
YOUR SIGNATURE BELOW, GIVING AUTHORIZATION FOR RECORD CHECK				
X				

PLEASE READ: The Division of Liquor Control will submit this form to the local authorities to conduct a background check and at that time Section B. will be completed. THE APPLICANT IS NOT TO PERFORM THIS CHECK, THEREFORE, DO NOT TAKE THIS FORM TO YOUR LOCAL POLICE AUTHORITY.

SECTION (B)

THIS SPACE FOR LAW ENFORCEMENT AGENCY USE

Please complete the information below and either fax to (614) 644-3166, OR mail to
Division of Liquor Control, 6606 Tussing Rd., Reynoldsburg, OH 43068-9005

1) Does applicant have a police record? ☐ YES ☐ NO

If Yes, Give Details _____

2) Does local police department know of any reason why permit should NOT be issued? ☐ YES ☐ NO
(If YES, Please Attach Supporting Evidence)

3) Please complete the information below:

Police Department Name

Signature of Authorized Official
(We cannot accept a stamped signature)

Date Of Signature

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, (“Agreement”) made and entered into by and between M and J Hospitality, LLC, dba MJ’s Tavern & Fine Food, 1555 Main Street, Hamilton, Ohio, 45013, (“Seller”) and Zeller Gaming, LLC, 142 Columbus Avenue, Sandusky, Ohio, 44870, (“Buyer”).

RECITALS

WHEREAS, Seller is the owner of certain equipment and other tangible personal property which are more particularly described on attached Exhibit “A”, and which are presently located at its business premises of 1555 Main Street, Hamilton, Ohio; and,

WHEREAS, Seller also holds a valid liquor license issued by the Department of Commerce, Division of Liquor Control (“Division”) designated Class D1, D2, D3, D3A, D6 liquor license number 6069923 (“Permit”). The property described on attached Exhibit A as well as the Permit shall hereinafter be collectively referred to as the Assets to be Sold; and,

WHEREAS, the Buyer desires to buy and the Seller desires to sell to Buyer the Assets to be sold.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Sale of Assets:** Seller shall sell to Buyer the Assets to be Sold and agrees to transfer to the Buyer the Permit held by Seller.
2. **Consideration:** As consideration for the sale, Buyer shall pay to the Seller the sum of Fourteen Thousand Dollars (\$14,000.00) payable as follows: Five Thousand Dollars (\$5,000.00) upon the signing of this Agreement; Five Thousand Dollars (\$5,000.00) when the Permit transfers; and Four Thousand Dollars (\$4,000.00) when the Seller provides the releases and documents called for in Paragraph 4(D).
3. **Closing:** Closing shall take place when the transfer of the Permit from Seller to Buyer is approved by the Division and the Seller provides to the Buyer the releases and documents called for in Paragraph 4(D).
4. **Conditions of the Contract:** This contract is expressly contingent and conditioned upon the occurrence of the following events, and the failure of any of the following to occur for any reason (except the bad faith of either Buyer or Seller) shall cause this agreement to be voidable at the option of either party.
 - A. Transfer of the Seller’s class D1, D2, D3, D3A, D6 liquor permit number 6069923 from Seller to Buyer by the Division pursuant to the provisions of R C 4303.29(B)(3)(b).

- B. Buyer filing with the Division a transfer of ownership application (Division form 4244) within fifteen days of the effective date of this Agreement and paying the filing fee in connection therewith.
 - C. Cancellation, termination and discharge of any liens, security interests or other encumbrances of whatsoever nature which may appear of record affecting the Assets to be Sold, including unpaid Ohio sales tax, Ohio withholding tax, federal withholding tax and/or FICA tax, personal property tax, workers' compensation premiums and/or Jobs & Family Services tax as well as any liens that might be filed as a result of debts owed by Seller to any supplier, vendor, lender or governmental entity. It is the purpose and intent of the parties to convey the Assets to be Sold free and clear of any liens and/or encumbrances or other interests whatsoever. Seller shall provide to the Buyer if requested an affidavit declaring all debts are paid or secured for payment.
 - D. Seller providing to the Buyer a Sales and Withholding Tax Release from the Ohio Department of Taxation, a Status of Account Letter from the Ohio Jobs and Family Services, evidence of no liability from the Ohio Bureau of Workers' Compensation and further Seller agrees to indemnify and hold Buyer harmless against all debts, and claims.
5. **Seller's Warranties:** Seller warrants that it has the full right and title to sell and transfer the Permit to Buyer, that there will be no outstanding agreements of sale for said Permit or the Assets to be Sold as of the effective date of this agreement, that the Permit has been and will be renewed in compliance with the laws of the State of Ohio, and that the Ohio Liquor Control Commission currently has no outstanding complaints, citations or penalties against said license. In the event that a representation in this paragraph is not fulfilled to the extent that the Permit is freely transferable, the Seller will take whatever reasonable measures are necessary to effectuate a free transfer of the Permit to Buyer.
6. **Buyer's Warranties:** Buyer warrants that it has no reason to believe that it will not qualify for the issuance of a liquor permit.
7. **Binding Effect:** This Agreement shall be binding upon the parties, their successors, and assigns.
8. **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other.
9. **Effective Date:** The effective date of this Agreement shall be the date of the last signing or initialing of this Agreement.
10. **General Conditions:** This Contract shall be interpreted under the laws of the State of Ohio and constitute the entire agreement between the parties and there are no representations, oral or written, relating to the subject matter involved which have not been incorporated here. Time is of the essence as to each provision of this agreement.

All representations, warranties and obligations of the parties shall survive the date of closing.

11. **Notices:** Any notices required or allowed hereunder shall be in writing, sent by Certified United States Mail, Return Receipt Requested, addressed as follows:

To Seller: M and J Hospitality, LLC

With a Copy To:

To Buyer: Zeller Gaming, LLC
142 Columbus Avenue
Sandusky OH 44870

With A Copy To: Kurt O. Gearhiser
The Gearhiser Law Firm, Inc.
Attorney at Law
520 East Rich Street
Columbus OH 43215

IN WITNESS WHEREOF, the parties have executed this agreement on the date indicated opposite their respective names.

M AND J HOSPITALITY, LLC

Date: _____

BY: _____
Ebony Dudley
Sole and Managing Member

ZELLER GAMING, LLC

Date: _____

BY: _____
Gregg Winnestaffer
Managing Member

EXHIBIT A
LIST OF ASSETS

Miscellaneous paper products

Assorted Flatware



Ohio Department of Commerce - Division of Liquor Control
6606 Tussing Road, P.O. Box 4005
Reynoldsburg, Ohio 43068-9005
<http://www.com.ohio.gov/liqr>

Office hours - 8:00am to 5:00pm
For Questions call (614) 644-3156

ECONOMIC DEVELOPMENT (TREX) TRANSFER FORM

Ohio Revised Code 4303.29 allows for the transfer of location or the transfer of ownership and location of a C-1, C-2, D-1, D-2, D-3, or D-5 permit from municipal corporation or the unincorporated area of a township to an economic development project located in another municipal corporation or the unincorporated area of another township in which no additional permits of that class may be issued to the applicant under the permit quota. However the transfer may occur only if the applicant notifies the municipal corporation or township to which the location of the permit will be transferred regarding the transfer and the municipal corporation or township acknowledges in Section B of this form OR in writing to the Division of Liquor Control, that the transfer will be to an economic development project. A permit may be transferred to a different owner at the same location, or to the same owner or a different owner at a different location in the same municipal corporation or in the unincorporated area of the same township. NOTE: The statute requires the applicant to provide the endorsement by the municipal corporation or township at the time the application for the transfer is filed with the division, therefore once Section B is completed return this form to the applicant so they may attach this information to their transfer application.

Seller(s) -Current Permit Holder - (Individual, Corp., LLC or Partnership)
M and J Hospitality, LLC

Buyer(s) -Prospective Permit Holder - Name & address
Individual, Corporation, LLC or Partnership)

Zeller Gaming, LLC
142 Columbus Avenue, Sandusky OH 44870

Permit Number: 6069923

CHECK Class(es) of Permit(s) Being TREX Transferred:

☐ C-1 ☐ C-2 ☐ C-2X ☒ D-1 ☒ D-2 ☐ D-2X ☒ D-3 ☒ D-3A ☐ D-5 ☒ D-6

SECTION A: (To be completed by the Applicant)

NOTE: Section A is for you to provide information to the local legislative authority (City, Village or Township Office) in which this Economic Development Project (Trex) will be located. In addition to the below information, you may be required to provide a projected earnings statement (brand new business), or a profit and loss statement (existing business), and a copy of building plans/drawings outlining any construction plans. The Division will also use this information to determine if you qualify and meet the criteria outlined under Section 4303.29(B)(2)(b).

- The total amount invested in this project is \$ 500,000
- The total number of jobs that will be created by this economic development project is 10
- Existing or Estimated Tax Revenue generated by this project is:
(Type or print on the lines provided the type of tax & amount, i.e., Sales Tax, Property Tax, Unemployment Tax, etc.)
SALES TAX \$ 75,000
\$
\$
\$

On behalf of the applicant as indicated above I am signing below and certifying that all the information provided with this application is complete and accurate to the best of my knowledge.

Gregory D. Winstanley
Print or Type Name

[Signature]
Signature

1/20/17
Date

614-541-7253
Phone Number

Managing Member
Title

SECTION B: (The applicant MUST have this Section completed by the City, Village or Township Office in which this Economic Development Project (Trex) will be located. This form MUST be returned to the applicant to accompany the transfer application).

Based upon the factors outlined above, the City/Village/Township of _____ hereby endorses
(City, Village or Township Name)
and acknowledges that this transfer will be to an economic development project.

Print or Type Name

Signature of Mayor, Legislative Office Holder or Law Director

Date

Phone Number

Title (e.g., Mayor, Clerk of City Council, Fiscal Officer or Law Director)

FOR OFFICE USE ONLY

☐ NEW ☐ TRANSFER ☐ REN

PERMIT #

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

Telephone: (614) 644-2360 - <http://www.com.ohio.gov/liqr>



LIMITED LIABILITY COMPANY DISCLOSURE FORM

(This form must accompany all applications of an LLC business entity)

SECTION A.

Name of Limited Liability Company Zeller Gaming, LLC		DBA Name	
Permit Premises Address 142 Columbus Avenue		City, State Sandusky OH	Zip Code 44870
Township, if in Unincorporated Area		Tax Identification No. (TIN) 45-4554630	
Email Address:			

Limited Liability Company ("LLC") - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or greater membership or voting interest, and attach a copy of the Articles of Organization filed with the Ohio Secretary of State.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION B. List the top five (5) officers of the captioned business. If an office is NOT held, please indicate by writing NONE.

➡ EACH OFFICER LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

NAME OF OFFICER	SOCIAL SECURITY NUMBER	BIRTHDATE
1) CEO None		
2) President None		
3) Vice-President None		
4) Secretary None		
5) Treasurer None		

SECTION C. List the managing members and all persons with a 5% or greater interest in the LLC.

➡ THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC4191.

			INTEREST
			Check All That Apply
1) Name	Gregg Winnestaffer	Social Security No.	<input checked="" type="checkbox"/> Managing Member
Residence Address	710 Kingfisher Court	Tax Identification No. (if applicable)	<input checked="" type="checkbox"/> Voting interest 50 %
City and State	Huron OH	Telephone No. 614-561-7253	<input checked="" type="checkbox"/> Membership interest 50 %
Zip Code	44839	Birthdate	
2) Name	Gabe Zeller	Social Security No.	<input checked="" type="checkbox"/> Managing Member
Residence Address	3907 Deerpath Dr	Tax Identification No. (if applicable)	<input checked="" type="checkbox"/> Voting interest 50 %
City and State	Sandusky OH 44870	Telephone No. 419-357-7354	<input checked="" type="checkbox"/> Membership interest 50 %
Zip Code	44870	Birthdate 4-8-1982	

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, Erie COUNTY ss,

I, Gregg Winnestaffer being first duly sworn, according to law, deposes and says that he/she is (Title) Managing Mbr.

of the Zeller Gaming, LLC, a business duly authorized by law to do business in the State of Ohio, and that the statements made in the foregoing affidavit are true

(Signature) _____ (Print Name and Title) Managing member

Sworn to and subscribed to my presence this 20th day of January, 2017

(Notary Public) JEANETTE GLOVINSKY (Notary Expiration) 7/8/19

DLC 4032

EOE/ADA SERVICE PROVIDER FOR THE STATE OF OHIO OR TTY USERS DIAL 1-800-750-0750

My Commission Expires July 08, 2019

REV. 08/2015

FOR OFFICE USE ONLY

NEW TRANSFER

PERMIT #

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD, P.O. BOX 4005
 REYNOLDSBURG, OHIO 43068-9005
<http://www.com.ohio.gov/liqr>

SUMMARY OF PURCHASE AGREEMENT

I/We Zeller Gaming, LLC, have/will purchase

from M and J Hospitality, LLC, the business known as

MJ's Tavern & Fine Food located at 1555 Main Street

(dba) in the City of Hamilton, County of Butler

and State of Ohio, "Business" for which location "Permit" # 6069923,

class(es) D-1-2-3-3A-6, to be transferred to the buyer at the business address of

142 Columbus Avenue, Sandusky, Ohio, 44870

Consideration - Buyer has paid or will pay seller for business, fixtures, equipment, inventory and goodwill,
 the sum of Fourteen Thousand and 0/100ths----- dollars (\$ 14,000.00).

Below is a list of assets/inventory purchased or being purchased from the seller: (Attach separate sheet if necessary)

Miscellaneous Paper Products

Assorted Paper Products

(Signed)

(Buyer)

(Date)

(Signed)

(Seller)

(Date)

(Signed)

(Buyer)

(Date)

(Signed)

(Seller)

(Date)

DLC 4243

Rev. 4/2012

1. Do you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit hold or have any interest in another permit business?

☒ YES ☐ NO

If YES, Give permit number & address on the line provided 5186333

539 S. Main St Baltimore OH 43105

2a. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been convicted of a felony or misdemeanor, including any alcohol-related offenses?

☒ YES ☐ NO

If YES, attach a written explanation. See Attached

2b. If applicant is a sole proprietor or partnership, will spouse work on the permit premises?

☐ YES ☒ NO

If YES, indicate spouse's full name _____

3. Have you or any partner, office holder, managing member, 5% stockholder or member, spouse, or other person involved in this permit ever been refused a permit, denied a renewal, or had a permit revoked from another state, by this Division, or the Liquor Commission? If YES, attach a written explanation.

☐ YES ☒ NO

4. Does applicant own the real estate on which the proposed business will be located?

☒ YES ☐ NO

If NO, submit a signed and dated copy of your LEASE, RENTAL CONTRACT, OR DLC 4085 Summary of Tenancy Rights Form.

5. Will the applicant be the sole owner of the fixtures and equipment?

☒ YES ☐ NO

If NO, submit a signed and dated copy of the rental agreement for the fixtures and equipment.

6. Will any person, partnership, LLC, or corporation, excluding banks, building and loan associations, or the seller have ANY financial interest (such as money, loans, installment contracts, property or other interest) or share in the profits in your business or your property, real or personal?

☐ YES ☒ NO

If YES, attach a written explanation. NOTE: Ohio Revised Code Section 4303.293 provides a criminal penalty for failure to answer this question completely and correctly.

7. If transferring C or D class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a manufacturer or wholesale distributor of alcoholic beverages? If YES, attach a written explanation.

☐ YES ☒ NO

8. If transferring A or B class permits, do you or any partner, office holder, managing member, member, stockholder, employee, spouse or any other person involved in this permit own any stock or have any interest in the business of a retail permit holder? If YES, attach a written explanation.

☐ YES ☐ NO

THE FOLLOWING MUST BE COMPLETED BY THE SELLER(S):

1. Ebony Dudley, hereby authorize the Division of Liquor Control to process this application

Print Name(s)

(Signature and Title)

(Residence Address)

(City)

(State)

(Zip Code)

(Area Code & Phone No.)

THE FOLLOWING MUST BE COMPLETED BY THE BUYER(S):

WARNING: Ohio Law provides that as a proposed buyer you could be liable as a successor of the permit holder's unpaid sales, use, and withholding tax liabilities. The Division of Liquor Control will be unable to transfer the permit until the tax and assessment matters are resolved to the satisfaction of the particular agency. The buyer should request that seller obtain a sales tax release certificate, by contacting the Ohio Department of Taxation, Sales and Use Tax Division, Release Unit. A Withholding Tax Release Certificate Request should be made by contacting the Ohio Department of Taxation, Withholding Tax Division, Business Billing Unit. Also, the current permit holder may still owe Unemployment Compensation payments. To discuss these possible liabilities, you should contact the Ohio Department of Job & Family Services.

DELIBERATE MISREPRESENTATION OF ANY OF THE INFORMATION ON THE APPLICATION CAN RESULT IN THE DIVISION'S REFUSING TO APPROVE THIS APPLICATION.

(Signature of Individual, Partner, Officer, Managing Member, or 5% or more Stockholder or Member)

(Print Name)

(Title)

(Date)

710 Kingfisher Court

Huron

OH

44839

614-561-7253

(Residence Address)

(City)

(State)

(Zip Code)

(Area Code & Phone No.)

(To be completed by Notary Public)

Sworn to before me and subscribed in my presence this 20th day of January, 2017.

JEANETTE GLOVINSKY, Notary Public

In and for the State of Ohio

(Notary Public)

7/8/19
(Notary Expiration)

NOTE: ALL DOCUMENTS BECOME PART OF THE PERMIT FILE AND WILL NOT BE RETURNED

FOR OFFICE USE ONLY

☐ NEW ☐ TRANSFER ☐ REN

PERMIT #

OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

PERSONAL HISTORY BACKGROUND FORM

<http://www.com.ohio.gov/liqr>

Please be advised that any social security numbers provided to the Division of Liquor Control on this form may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

The applicant is required to fill out Section A only.

The Division of Liquor Control will conduct a background check with the local authorities, who will complete Section B.

THE APPLICANT IS NOT TO PERFORM THIS CHECK, THEREFORE, DO NOT TAKE THIS FORM TO YOUR LOCAL POLICE AUTHORITY

SECTION A (PLEASE PRINT)

Name (Last) Winnestaffer	(First) Gregg	(Middle) David	Height 5' 11" in.	Weight 195
Alias used or Maiden Name	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Phone # 614-561-7253		
Residence Address 710 Kingfisher Court	City Huron	State OH	Zip Code 44839	
Date of Birth 12/15/70	Are you a US Citizen? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Place of Birth Columbus OH		
Marital Status M	Spouse's Name (Last) Winnestaffer	(First) Melissa	(Middle) Ann	

Permit Address:
142 Columbus Avenue, Sandusky, Ohio, 44870

YOUR SIGNATURE BELOW, GIVING AUTHORIZATION FOR RECORD CHECK

X

PLEASE READ: The Division of Liquor Control will submit this form to the local authorities to conduct a background check and at that time Section B. will be completed. THE APPLICANT IS NOT TO PERFORM THIS CHECK, THEREFORE, DO NOT TAKE THIS FORM TO YOUR LOCAL POLICE AUTHORITY.

SECTION (B)

THIS SPACE FOR LAW ENFORCEMENT AGENCY USE

Please complete the information below and either fax to (614) 644-3166, OR mail to
Division of Liquor Control, 6606 Tussing Rd., Reynoldsburg, OH 43068-9005

1) Does applicant have a police record? ☐ YES ☐ NO

If Yes, Give Details _____

2) Does local police department know of any reason why permit should NOT be issued? ☐ YES ☐ NO
(If YES, Please Attach Supporting Evidence)

3) Please complete the information below:

Police Department Name _____

Signature of Authorized Official
(We cannot accept a stamped signature)

Date Of Signature _____

FOR OFFICE USE ONLY		
<input type="checkbox"/> NEW	<input type="checkbox"/> TRANSFER	<input type="checkbox"/> REN
PERMIT # _____		

**OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD
P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
<http://www.liquorcontrol.ohio.gov>**



FINANCIAL VERIFICATION WORKSHEET

THE TOTAL COST TO BUY AND/OR SET UP THIS BUSINESS IS \$14,000.00

(This amount should coincide with the amount listed in the purchase agreement if buying an existing business, unless excess funds are needed for remodeling. Additional operating revenue, etc. If so, explain by attaching an additional page.)

SOURCE OF FUNDS:

Indicate which of the following is applicable by noting the appropriate amounts in the spaces provided and by ATTACHING THE APPROPRIATE DOCUMENTS AS REQUESTED. FINANCIAL VERIFICATION IS NOT COMPLETE WITHOUT THE REQUIRED ATTACHMENTS.

AMOUNT	SOURCE OF FUNDS	DOCUMENTS TO BE SUBMITTED WITH APPLICATION
	LOAN(S) FROM A FINANCIAL INSTITUTION	Attach signed copy of loan agreement, letter of commitment, or letter of credit to this page.
	LAND CONTRACT	Attach signed copy of agreement to this page
	PROMISSORY NOTE HELD BY SELLER	Attach signed copy of note to this page
	ASSUMPTION OF SELLER'S DEBT(S)	Attach copy of agreement, signed by buyer and seller, listing creditors, account numbers of debts assumed, and amount still outstanding.
	LOAN FROM AN INDIVIDUAL OR OTHER THIRD PARTY, WHOSE NAME WILL NOT APPEAR ON THE PERMIT.	Attach statement, notarized by a notary public , over the signature of applicant, relating the details of the loan and stating what, if any, interest the money lender has in the permit business.
	PERSONAL FUNDS OF APPLICANT ACCUMULATED AT FINANCIAL INSTITUTION	Attach letter of verification from institution to this page, stating amount in account, and name of account holder.
	PERSONAL FUNDS OF APPLICANT NOT DEPOSITED IN FINANCIAL INSTITUTION	Attach statement, notarized by a notary public , over the signature of applicant, stating the source of funds, amount of funds, and location.
	CORPORATE FUNDS ON HAND	Attach letter of verification from financial institution stating company name and amount in account
	OTHER	Attach statement, notarized by a notary public , over the signature of applicant, relating the source of funds and supporting documents to verify the source listing amounts.
\$14,000.00	TOTAL FUNDS	

NOTE TO APPLICANTS FOR NEW PERMITS ONLY: If you are applying for a NEW permit for a business that you have operated in excess of one (1) year, please submit a notarized affidavit to that effect. In such a case, no further verification will be needed. **THIS DOES NOT APPLY TO TRANSFERS OF OWNERSHIP, OR TO BUSINESSES IN OPERATION LESS THAN ONE YEAR.**

THIS WORK SHEET HAS BEEN DEVISED AS AN AID TO APPLICANTS IN COMPLETING THE FINANCIAL VERIFICATION REQUIRED FOR THEIR APPLICATION FOR A LIQUOR PERMIT. THIS SHEET ALONE, DOES NOT CONSTITUTE FINANCIAL VERIFICATION. ATTACHMENTS ARE REQUIRED.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, (“Agreement”) made and entered into by and between M and J Hospitality, LLC, dba MJ’s Tavern & Fine Food, 1555 Main Street, Hamilton, Ohio, 45013, (“Seller”) and Zeller Gaming, LLC, 142 Columbus Avenue, Sandusky, Ohio, 44870, (“Buyer”).

RECITALS

WHEREAS, Seller is the owner of certain equipment and other tangible personal property which are more particularly described on attached Exhibit “A”, and which are presently located at its business premises of 1555 Main Street, Hamilton, Ohio; and,

WHEREAS, Seller also holds a valid liquor license issued by the Department of Commerce, Division of Liquor Control (“Division”) designated Class D1, D2, D3, D3A, D6 liquor license number 6069923 (“Permit”). The property described on attached Exhibit A as well as the Permit shall hereinafter be collectively referred to as the Assets to be Sold; and,

WHEREAS, the Buyer desires to buy and the Seller desires to sell to Buyer the Assets to be sold.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **Sale of Assets:** Seller shall sell to Buyer the Assets to be Sold and agrees to transfer to the Buyer the Permit held by Seller.
2. **Consideration:** As consideration for the sale, Buyer shall pay to the Seller the sum of Fourteen Thousand Dollars (\$14,000.00) payable as follows: Five Thousand Dollars (\$5,000.00) upon the signing of this Agreement; Five Thousand Dollars (\$5,000.00) when the Permit transfers; and Four Thousand Dollars (\$4,000.00) when the Seller provides the releases and documents called for in Paragraph 4(D).
3. **Closing:** Closing shall take place when the transfer of the Permit from Seller to Buyer is approved by the Division and the Seller provides to the Buyer the releases and documents called for in Paragraph 4(D).
4. **Conditions of the Contract:** This contract is expressly contingent and conditioned upon the occurrence of the following events, and the failure of any of the following to occur for any reason (except the bad faith of either Buyer or Seller) shall cause this agreement to be voidable at the option of either party.
 - A. Transfer of the Seller’s class D1, D2, D3, D3A, D6 liquor permit number 6069923 from Seller to Buyer by the Division pursuant to the provisions of R C 4303.29(B)(3)(b).

- B. Buyer filing with the Division a transfer of ownership application (Division form 4244) within fifteen days of the effective date of this Agreement and paying the filing fee in connection therewith.
 - C. Cancellation, termination and discharge of any liens, security interests or other encumbrances of whatsoever nature which may appear of record affecting the Assets to be Sold, including unpaid Ohio sales tax, Ohio withholding tax, federal withholding tax and/or FICA tax, personal property tax, workers' compensation premiums and/or Jobs & Family Services tax as well as any liens that might be filed as a result of debts owed by Seller to any supplier, vendor, lender or governmental entity. It is the purpose and intent of the parties to convey the Assets to be Sold free and clear of any liens and/or encumbrances or other interests whatsoever. Seller shall provide to the Buyer if requested an affidavit declaring all debts are paid or secured for payment.
 - D. Seller providing to the Buyer a Sales and Withholding Tax Release from the Ohio Department of Taxation, a Status of Account Letter from the Ohio Jobs and Family Services, evidence of no liability from the Ohio Bureau of Workers' Compensation and further Seller agrees to indemnify and hold Buyer harmless against all debts, and claims.
5. **Seller's Warranties:** Seller warrants that it has the full right and title to sell and transfer the Permit to Buyer, that there will be no outstanding agreements of sale for said Permit or the Assets to be Sold as of the effective date of this agreement, that the Permit has been and will be renewed in compliance with the laws of the State of Ohio, and that the Ohio Liquor Control Commission currently has no outstanding complaints, citations or penalties against said license. In the event that a representation in this paragraph is not fulfilled to the extent that the Permit is freely transferable, the Seller will take whatever reasonable measures are necessary to effectuate a free transfer of the Permit to Buyer.
6. **Buyer's Warranties:** Buyer warrants that it has no reason to believe that it will not qualify for the issuance of a liquor permit.
7. **Binding Effect:** This Agreement shall be binding upon the parties, their successors, and assigns.
8. **Assignment:** This Agreement is not assignable by either party without the prior written consent of the other.
9. **Effective Date:** The effective date of this Agreement shall be the date of the last signing or initialing of this Agreement.
10. **General Conditions:** This Contract shall be interpreted under the laws of the State of Ohio and constitute the entire agreement between the parties and there are no representations, oral or written, relating to the subject matter involved which have not been incorporated here. Time is of the essence as to each provision of this agreement.

All representations, warranties and obligations of the parties shall survive the date of closing.

11. **Notices:** Any notices required or allowed hereunder shall be in writing, sent by Certified United States Mail, Return Receipt Requested, addressed as follows:

To Seller: M and J Hospitality, LLC

With a Copy To:

To Buyer: Zeller Gaming, LLC
142 Columbus Avenue
Sandusky OH 44870

With A Copy To: Kurt O. Gearhiser
The Gearhiser Law Firm, Inc.
Attorney at Law
520 East Rich Street
Columbus OH 43215

IN WITNESS WHEREOF, the parties have executed this agreement on the date indicated opposite their respective names.

M AND J HOSPITALITY, LLC

Date: _____

BY: _____
Ebony Dudley
Sole and Managing Member

ZELLER GAMING, LLC

Date: _____

BY: _____
Gregg Winnestaffer
Managing Member

EXHIBIT A

LIST OF ASSETS

Miscellaneous paper products

Assorted Flatware



*City of Sandusky Code Enforcement Division
222 Meigs Street, Sandusky, OH 44870
(419) 627-5913*

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: February 2, 2017

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase and Sale Agreement' of non-productive land which is no longer needed for any municipal purpose that the City has acquired through the City of Sandusky's Land Reutilization Program. The land is identified as Erie County Parcel No. 58-02370.000 and is located at 1017 Putnam Street.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City has acquired this nonproductive land by delinquent tax foreclosure. The acquisition was approved by the City Commission for acceptance into the Land Reutilization Program by Resolution 010-16R effective February 22, 2016.

The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes residential and economic development. The Property currently is a duplex that consists of one (1) residential two-family structure with two (2) bedrooms on the lower level and two (2) bedrooms on the upper level, with a lot size of approximately 44' X 149'. The property is zoned R1-40 (One-Family Residential) and shall be converted back to single-family use with owner occupancy.

Two (2) proposals were received for the purchase of the property and were evaluated by the Land Bank Committee on December 19, 2016. Both proposed purchasers were interviewed by the Land Bank Committee on January 30, 2017. The Land Bank Committee determined that LaShawn Jordan was the responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property through rehabilitation and owner occupancy, thereby reducing the City's rental housing and revitalizing the neighborhood. Mr. Jordan shall convert the structure back to single-family use in compliance with the current zoning of the property and shall occupy the property for no less than three (3) years. Mr. Jordan is a single father and has been employed as an Independent Sales Consultant at Tied 2 You, a men's accessory retail establishment, since October of 2014. Mr. Jordan has proposed a \$17,877.49 rehabilitation project, which includes estimated labor costs to be approximately \$10,000. Mr. Jordan will be providing much of the labor himself with the help of Charles J. Willinger. Mr. Willinger is a Journeyman Carpenter and will help Mr. Jordan install the roofing, siding, doors, windows and hardwood floors and Chris Fresch will complete all of the electrical work. A copy of a letter from Mr. Willinger and his credentials is

attached hereto as Exhibit A. Mr. Jordan has provided proof that he has already purchased approximately \$5,844.02 of construction materials from Menards and has provided proof of funds to purchase the remaining materials.

The Land Bank Administrator has verified that Mr. Jordan qualifies pursuant to the requirements of the Land Reutilization Policies and Procedures. The Purchase Agreement shall require Mr. Jordan to obtain all pertinent building permits and to have the improvements properly inspected.

BUDGET IMPACT: The cost associated with this purchase and sale agreement is the total amount of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction, which will be recouped from the purchase price. The sale and rehabilitation of this property will revitalize the neighborhood by enhancing the surrounding property values and reducing the City's rental housing. The taxing districts will once again begin collecting real property taxes in the amount of one thousand thirty nine dollars and sixty eight cents (\$1,039.68) annually.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase and sale agreement and to sell the property no longer needed for any municipal purpose identified as Erie County Parcel No. 58-02370.000, located at 1017 Putnam Street. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

December 13, 2016

I have nineteen years experience with the Carpenters' Union. I have worked for Lew's Construction for about six years. We do work for industrial, residential, and many different aspects of carpentry and construction.

For a reference, please contact Adam Byington owner of Lew's Construction @ 419- 656-0677.

The work that I will be completing for Shawn Jordan includes roofing, siding, doors, basement windows, and hardwood floors throughout the house. Also Chris Fresch will be completing all electric work.

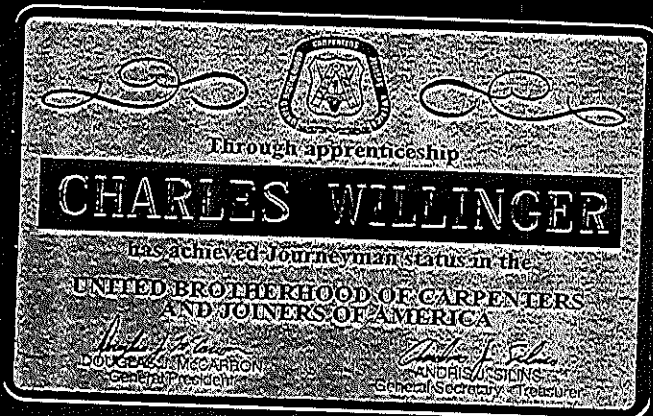
Please find attached copies of certifications.

Respectfully submitted by,

Charles J. Willinger

133 E. Parish Street

419-656-5595



UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA



806

Northeast Ohio
Carpenters' Joint Apprenticeship and Training Committee

Certificate of Accomplishment

This Certifies that

CHARLES WILLINGER

*Has Completed the Term of Apprenticeship
in Carpentry*

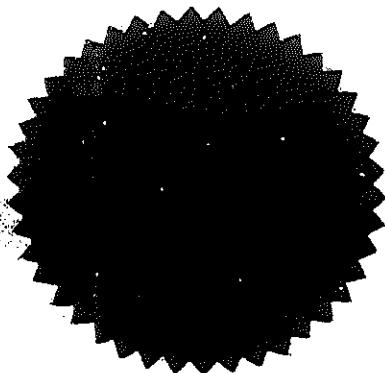
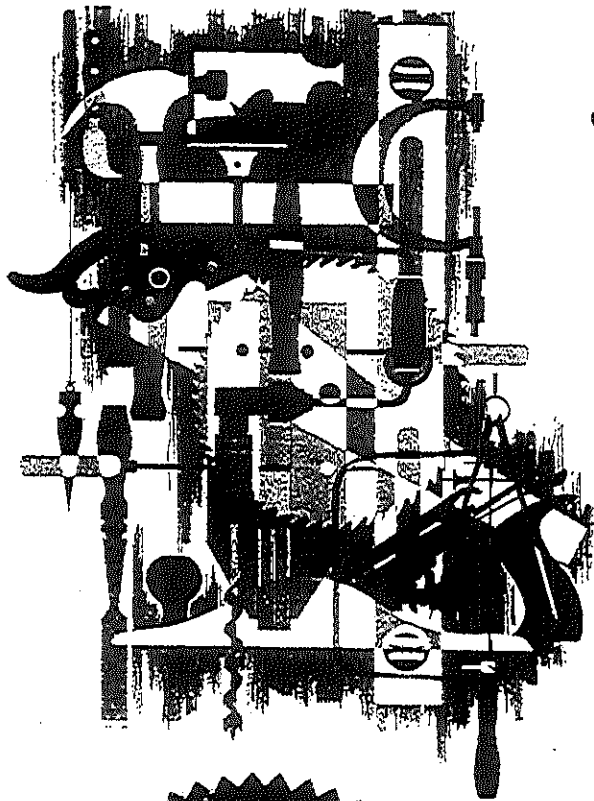
This 24th Day of May 2002

James Hendricks
Chairman

John Sadowski
Training Director

United Brotherhood of Carpenters & Joiners of America

Journeyman's Certificate



This is to Certify that:

Charles Willinger

of Local Union 940 of Sandusky, OH

*has completed the term of Apprenticeship and is
awarded this Journeyman's Certificate.*

Date May 24, 2002

President

General Secretary-Treasurer

Recording Secretary

General President



ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-02370.000, LOCATED AT 1017 PUTNAM STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission previously authorized the acquisition of the property located at 1017 Putnam Street, Parcel No. 58-02370.000 by Resolution No. 010-16R, passed on February 22, 2016, under said Land Reutilization Program, which property is more specifically described in Exhibit "A", which property is no longer needed for any municipal purpose; and

WHEREAS, two (2) proposals were received for the purchase of the property and were evaluated by the Land Bank Committee on December 19, 2016, and proposers were interviewed by the Land Bank committee on January 30, 2017, and it was determined that LaShawn Jordan was a responsible bidder who poses the best opportunity for the City to achieve the highest and most certain return for the property through rehabilitation and occupancy, thereby reducing the City's rental housing and revitalizing the neighborhood; and

WHEREAS, the structure on the property will be converted back to single-family use and the rehabilitation project includes the installation of roofing, siding, doors, windows, and hardwood floors and much of the labor will be provided by LaShawn Jordan and Charles J. Willinger, along with Chris Fresch completing all of the electrical work; and

WHEREAS, LaShawn Jordan desires to purchase Parcel No. 58-02370.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase and Sale Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale; 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 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 the Property, Parcel No. 58-02370.000, located at 1017 Putnam Street, 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 and that the execution of the Purchase and Sale Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase and Sale Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City, 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. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by 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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

PURCHASE AND SALE AGREEMENT

The City of Sandusky, Ohio, a chartered Ohio Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter "Seller," agrees to sell to LaShawn Jordan, 630 Shelby Street, Sandusky, Ohio 44870, hereinafter "Buyer," and Buyer agrees to purchase from Seller the real property herein located at 1017 Putnam Street, Sandusky, Ohio, more fully described on attached "Exhibit A."

ARTICLE I. PURCHASE PRICE **Amount**

1.01 The purchase price shall be Five Hundred Dollars (\$500.00), which shall be paid in cash, certified check or cashier's check at the time of closing.

Earnest Money Deposit

1.02 A fifty dollar (\$50.00) earnest money deposit shall be paid to the Seller upon full execution of this Agreement. The earnest money deposit shall be applied to the purchase price at closing. In the event this transaction does not close for any reason, other than default by Buyer, or in the event all conditions precedent are not fully satisfied or waived, the earnest money deposited shall be returned in full to the Buyer. However, upon waiver of all contingencies at the expiration of the Inspection Period pursuant to Article 3.02 of this Agreement, and so long as there is no default by Seller, the earnest money shall become non-refundable.

ARTICLE 2. CLOSING **Closing Documents**

2.01 The closing agent shall be Fidelity National Title, 402 Columbus Avenue, Sandusky, Ohio 44870. Time being agreed to be of the essence, all documents shall be deposited with the closing agent on or before February 17, 2017.

Conditions of Closing

2.02 The closing and the Buyer's obligation to purchase the property are conditioned on:

Good Title

(1) The conveyance to Buyer of good and marketable title to said property by a quit claim deed, as evidenced by an Owner's Policy of Title Insurance that may be issued by Fidelity National Title, or other reputable title company doing business in Erie County, Ohio, subject to all restrictions,

easements, conditions, reservations, limitations, zoning ordinances, and taxes and assessments, both general and special, not yet due and payable.

Delivery of Possession

(2) Possession of the property shall be delivered to the Buyer on or before March 17, 2017.

Title Evidence

2.03 The Seller shall procure a title report with all exceptions noted. A copy of the documents which are the basis for such, shall be conveyed to Buyer within ten (10) days from the date of this Agreement. Seller shall have a minimum of thirty (30) days from the date upon which Seller receives a copy of the title report within which to resolve any title exceptions or defects or other title issues which in any way impede or impair Seller's ability to convey title as required herein. If, within such thirty (30) day period, Seller determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the Buyers may (1) take title in its then existing state, thereby waiving any title objections, or (2) terminate the Purchase Agreement and receive a refund of any deposit as Buyer's sole and exclusive remedy.

Title and Closing Fees

2.04 The expenses of closing described in this Article shall be paid in the following manner:

- (1) The cost of securing the title report described in paragraph 2.03 of this Agreement shall be paid by Seller. The purchase of title insurance is optional and shall be paid by Buyer.
- (2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer in the manner described in this Agreement shall be paid by Seller.
- (3) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- (4) The cost of transfer and recording of the deed shall be paid by Seller.
- (5) Any tax imposed on the conveyance of title to the property to Buyer shall be paid by Buyer.
- (6) Any fee charged by the closing agent shall be equally shared between the Seller and the Buyer.

Real Estate Taxes

2.05 All real estate taxes shall be the Buyer's responsibility as of the date of closing based upon the latest available tax duplicate of the Erie County Auditor. The property has been granted tax exemption status from the State of Ohio, therefore any and all assessments on the property attributable to all periods prior to closing, including deferred assessments, are exempt.

ARTICLE 3. NO REPRESENTATION OR WARRANTIES: PROPERTY SOLD "AS IS"

3.01 Buyer acknowledges and understands that the property is being sold as-is, and with all faults. Buyer further acknowledges and understands that the property was acquired by the Seller through a delinquent tax foreclosure action and therefore the Seller was not an owner-occupant and its information concerning the property and its condition is limited. Buyer is hereby informed that Seller is unaware of any latent defects in the property or any appurtenant systems, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures, appliances, roof, sewers, soil conditions, foundation, structural integrity, or environmental conditions. Seller makes no representations or warranties as to any of the above, the condition of the property, the property's systems, the serviceability or fitness for a particular use of the property, or any component of the property. Buyer agrees that in contracting to buy the property, Buyer has not relied upon any representation or warranty made by the Seller or any of its officers, employees, agents, or representatives. Buyer has been afforded the opportunity to undertake its own investigations and inspections of the property.

Inspections

3.02 Buyer, at Buyer's sole cost and expense, and after Seller's written acceptance of this Agreement, shall have the opportunity to inspect the Property including, but not limited to, environmental, asbestos, radon gas, lead paint, physical defects including structural defects, roof, basement, mechanical systems such as heating and air conditioning, electrical systems, sewage and septic systems, plumbing, exterior site drainage, termite and other types of pest and insect infestation or damage caused by such infestation, and review and/or order a boundary survey. If Buyer does not give to Seller written notice of cancellation, for any reason Buyer deems appropriate, within seven (7) calendar days of the date of this Agreement, Buyer shall conclusively be deemed to have: (1) completed all inspections, investigations, reviewed all applicable documents and disclosures and removed all contingencies; (2) elected to proceed with the transaction; (3) assumed all liability, responsibility, and expense for repairs and/or corrections other than for items which Seller has otherwise agreed in writing to repair or correct. If Buyer objects to the condition of the property within the specified time period, Buyer as their sole option, may terminate the

Agreement and neither party shall have any further obligations hereto. As a condition to termination under the inspection period, Buyer agrees to submit to Seller any and all written reports as to such inspections within three (3) calendar days following the expiration of the inspection period, after which time Seller will immediately refund the earnest money deposit.

Repairs

3.03 The property is being sold "as-is" and any repairs to the property identified by Buyer shall be the responsibility of the Buyer. The Seller will be under no obligation whatsoever to make any repairs to the property. Buyer agrees not to enter the property prior to closing for the purpose of making any repairs or alterations without express written permission from Seller.

Rehabilitation

3.04 Upon transfer of title to Buyer, Buyer shall rehabilitate and convert the existing nonconforming two-family residential dwelling located on the parcel to a single-family residential dwelling that will legally conform to the R1-40 Zoning District within which it is located in accordance with the Planning and Zoning Code, Part 11, of the Codified Ordinances of the City of Sandusky, either directly or indirectly under the supervision of the City in accordance with the terms and conditions of this Purchase Agreement and the Buyer's Proposal submitted November 7, 2017, which documents shall be incorporated in and made a part of this Purchase Agreement as if set forth in full herein. Buyer shall make the following improvements to the property that shall be completed within twelve (12) months after closing:

A. Exterior

1. Replace a total of 8 windows: 2 on the north side of the first level near the front entry way and 6 basement windows;
2. Remove the south side porch, stairs and door;
3. Repair the front porch, including the flooring, ceiling, ballasts and foundation.
4. Replace the roof;
5. Repair and paint all the downspouts and gutters;
6. Insulate and install vinyl siding on the exterior surface and wrap any exposed wood in aluminum.
7. Replace the front entry door and the north side entry door;
8. Replace the doors to the rear storage shed;
9. Repair the foundation on the northwest corner of the structure; and
10. Point tuck the foundation.

B. Interior

1. Repair and/or replace drywall, plaster, and paneling throughout the interior;
2. Paint the interior walls and ceilings;
3. The kitchen cabinets in the upstairs apartment shall be refinished and installed in the downstairs kitchen;
4. Kitchen floor covering shall be replaced with linoleum, tile or other approved impervious floor covering;
5. Stove and refrigerator shall be installed;
6. The flooring in the downstairs bathroom shall be repaired and the floor covering shall be replaced with linoleum, tile or other approved impervious floor covering.
7. Replace carpet throughout.

C. Mechanical Systems

1. An electrical inspection shall be performed and repairs shall be made as necessary;
2. Boiler heating system shall be repaired or replaced;
3. Hot water tank shall be replaced;
4. Plumbing shall be inspected and repaired/replaced as necessary;
5. Sewer pipe shall be removed and replaced with PVC.

3.05 Buyer reserves the right to make changes to the above improvements upon approval of the City's Code Enforcement Officers if, in their sole discretion, they have determined that the improvements will cause the Buyer undue hardship or that changes in the scope of the rehabilitation will produce a better end result.

3.06 Construction shall start within thirty (30) days and completion of construction shall occur within twelve (12) months from the date Buyer acquires title. The property shall be occupied by Buyer until March 1, 2020. If the Buyer fails to complete construction and occupy the property within twelve (12) months from the date Buyer acquires title and/or Buyer fails to occupy the property until March 1, 2020, the 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. The City shall have the right to re-enter and take possession of the property. A twelve (12) month extension of time to complete construction may be granted by the Land Bank Committee upon written request from the Buyer.

3.07 Inspections shall be made monthly until all construction has been completed. The inspections shall be conducted by the Land Bank Administrator or Code Compliance Officer and may include other City staff as necessary. The purpose of the inspections shall include, but shall not be limited to the following:

1. To ensure that construction is in conformance with the Building Code, Part Thirteen of the Codified Ordinances of the City of Sandusky and the Residential Code of Ohio;
2. That all required permits are obtained; and
3. To monitor adherence to the timeline of completion as provided in Buyer's proposal.

3.08 The parties agree that the completion of all of the items in 3.04 above by Buyer in conformance with the Building Code referred to above shall satisfy Buyer's obligations to complete construction and Buyer shall not be required to make any additional improvements or repairs. The City of Sandusky's right to re-enter and take possession of the property shall terminate on March 1, 2020 and its reversionary interest shall be extinguished.

ARTICLE 4. CONTROL OF PROPERTY DURING CLOSING

Destruction of Improvements

4.01 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within five (5) calendar days from the date of the discovery of the damage or destruction. The Buyer may: (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises, or (b) rescind the contract, by giving written notice to Seller within ten (10) calendar days after the Seller has delivered written notice to the Buyer of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Buyer.

Failure by the Buyer to so notify the Seller in writing, within the ten (10) calendar days, shall constitute an election by the Buyer to proceed with the transaction.

Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction, having the right to: insurance proceeds; reimbursement for repairs; or rescind this contract, in which case, the earnest money deposit shall be returned to the Buyer.

ARTICLE 5. MISCELLANEOUS

Assignment of Agreement

5.01 This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller.

Notice

5.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth under the signatures of such party hereto.

Ohio Law to Apply

5.03 This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Erie County, Ohio.

Legal Construction

5.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Prior Agreements Superseded

5.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

Time of Essence

5.06 Time is of the essence of this Agreement.

Descriptive Heading

5.07 The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights of obligations of the parties.

Parties Bound

5.08 The terms, promises, covenants and agreements contained in this Agreement of Sale shall apply to, define upon, and inure to the benefit of the parties hereto and their heirs, executors and administrators.

Counterparts

5.09 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.

SIGNATURE PAGES TO FOLLOW

LaShawn Jordan
630 Shelby Street
Sandusky, OH 44870

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared LaShawn Jordan and acknowledged his execution of the foregoing instrument as said Buyer and that the same is his voluntary act and deed as said Buyer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio and more fully described as follows: Lot Number Forty-Four (44) Putnam Street in the Western Liberties Addition to the city, together with that part of Lot Number Forty-five (45) on Putnam Street and being a small irregularly shaped parcel in the southwest corner of said Lot Number 45 roughly described as beginning at the southwest corner of said Lot, running thence 4.17 feet north in said line to a point; thence east parallel with the south line of said Lot 29.22 feet, thence 32.17 feet to the south line of said Lot to a point 94 feet from the southeast corner of said Lot, thence west in the south lot line to the place of beginning.

Subject to easements, restrictions, reservations and conditions of record, if any, and zoning regulations of the City of Sandusky.



*City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715*

To: Eric Wobser, City Manager

From: Angela Byington, AICP, Planning Director

Date: January 23, 2017

Subject: Commission Agenda Item – Second Supplement to Compensation Agreement with the Sandusky City Schools

Item for Consideration: Legislation for approval of the Second Supplement to Compensation Agreement with the Sandusky City Schools. The purpose of this supplement is to allow Urban Renewal Projects to also be carried out in the recently adopted Second Urban Renewal Area. Urban renewal projects will continue to be permitted within the original Urban Renewal Area.

Background Information: The City entered into the original Compensation Agreement with the School District on November 24, 2004 to compensate the School District for a portion of the real property taxes it would have received, if not for the property tax exemption, on the development of the Chesapeake Condominiums.

The First Supplement to the Compensation Agreement was entered into August 9th, 2010. The purpose of the supplement was to allow for Urban Renewal Projects, within the Urban Renewal Plan area, including the construction of a public marina, amphitheatre and related facilities, as the Urban Renewal Plan area may be expanded to include property to be used for public parks, streets, utilities and other public improvements.

In October of 2016, City Commission approved a Second Urban Renewal Area. This was approved to allow the Chesapeake TIF funds to be utilized for Urban Renewal Projects in the Second Urban Renewal Area. The Second Supplement to Compensation fully describes Urban Renewal Projects. Such projects must help eliminate and prevent the development or spread of slums and blight and include but are not limited to: installation, construction, or reconstruction of streets, utilities, parks, playgrounds, demolition, property acquisition and rehabilitation or conservation.

The City of Sandusky Schools approved the Second Supplement to the Compensation Agreement on January 12, 2017.

Budgetary Information: There is not an impact to the budget.

Action Requested: It is recommended that the Ordinance approving the Second Supplement to Compensation Agreement with Sandusky City Schools be approved by this City Commission. It is requested that this ordinance take effect immediately, in accordance with Section 14 of the City Charter, to enable the City to carry out urban renewal projects to further the health, safety and welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington, AICP
Planning Director

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Matt Lasko, MUPDD, Chief Development Officer

**LEGAL DESCRIPTION OF THE BLIGHT STUDY BOUNDARY
WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being a Blight Study Boundary within said City, more particularly bounded and described as follows:

Beginning at the intersection of the east right-of-way line of Perry Street with the south right-of-way line of Washington Street;

Thence, South $66^{\circ}10'26''$ West with the south right-of-way line of Washington Street, a distance of 1460.24 feet to a point;

Thence, North $23^{\circ}42'14''$ West with the west right-of-way line of Hancock Street, a distance of 583.33 feet to a point;

Thence, North $66^{\circ}08'55''$ East with the north right-of-way line of Market Street, a distance of 466.41 feet to a point;

Thence, North $23^{\circ}41'00''$ West with west right-of-way line of Franklin Street, a distance of 384.95 feet to a point;

Thence, South $61^{\circ}14'26''$ West with the south right-of-way line of Water Street, a distance of 433.17 feet to a point;

Thence, South $66^{\circ}17'48''$ West with the south right-of-way line of Water Street, a distance of 433.29 feet to a point;

Thence, South $23^{\circ}37'50''$ East with the east right-of-way line of Wayne Street, a distance of 775.24 feet to a point;

Thence, South $66^{\circ}14'32''$ West with the south right-of-way line of Washington Row, a distance of 580.55 feet to a point;

Thence, North $23^{\circ}37'50''$ West with the west right-of-way line of Columbus Avenue, a distance of 775.79 feet to a point;

Thence, South $66^{\circ}17'48''$ West with the south right-of-way line of Water Street, a distance of 33.00 feet to a point;

Thence, North $23^{\circ}37'50''$ West with the west right-of-way line of Columbus Avenue, a distance of 156.05 feet to a point;

Thence, South $66^{\circ}17'48''$ West with the south right-of-way line of Shoreline Drive, a distance of 448.00 feet to a point;

Thence, North 23°44'14" West with the westerly limit of lands of City of Sandusky known as "Jackson Street Pier", a distance of 286.50 feet to a point;

Thence, North 66°17'48" East with the breakwall of a pier, a distance of 64.00 feet to a point;

Thence, North 23°44'14" West with the breakwall of a pier, a distance of 59.00 feet to a point;

Thence, North 66°17'48" East with the breakwall of a pier, a distance of 37.57 feet to a point;

Thence, North 24°50'50" West with the breakwall of a pier, a distance of 434.59 feet to a point;

Thence, North 66°17'48" East with the breakwall of a pier, a distance of 219.85 feet to a point;

Thence, South 23°44'14" East with the breakwall of a pier, a distance of 700.00 feet to a point;

Thence, North 66°17'48" East with the north right-of-way line of Shoreline Drive, a distance of 1178.45 feet to a point;

Thence, North 61°14'26" East with the north right-of-way line of Shoreline Drive, a distance of 535.90 feet to a point;

Thence, South 23°41'00" East with the east right-of-way line of Franklin Street, a distance of 161.67 feet to a point;

Thence, North 61°14'26" East with the north right-of-way line of Water Street, a distance of 820.42 feet to a point;

Thence, North 66°09'44" East with the north right-of-way line of Water Street, a distance of 81.72 feet to a point;

Thence, South 23°29'05" East with the east right-of-way line of Perry Street, a distance of 1,122.30 feet to the **Point of Beginning** for this description, containing 54.5853 acres of land, more or less.

This description was prepared by Alexander B. Etchill, P.S. #8512 from records and does not represent an actual boundary survey. Bearings herein are assumed for the purpose of indicating angles.

Alexander B. Etchill

Alexander B. Etchill, P.S.

Date: FEBRUARY 7, 2017

File: 248516\docs\2485-plat





REVISD: 2/07/17		<div>John Hancock & Associates</div> <div>INCORPORATED</div> <div>ENGINEERS - SURVEYORS</div> <div>326 E. MARKET ST. SANDUSKY, OHIO 44870</div> <div>(419) 625-7838</div>	
JOB NO.: 248516		<div>BLIGHT STUDY SURVEY PLAT</div> <div>FOR THE CITY OF SANDUSKY</div> <div>WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO</div>	
DRN BT: DMM			
FILE NO.: 2485-PLAT			
DATE: 8/30/16			
SCALE: 1" = 300'			
SHEET NO.: 1			

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SECOND SUPPLEMENT TO THE COMPENSATION AGREEMENT WITH SANDUSKY CITY SCHOOL DISTRICT; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT EXTENDING THE USE OF CHESAPEAKE TIF FUNDS INTO THE SECOND URBAN RENEWAL AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City and Sandusky City School District entered into the Compensation Agreement by and among the City, the School District and Mid-States Bayfront Development LLC dated November 24, 2004, to compensate the School District for a portion of the real property taxes it would have received but for the real property tax exemption provided under the Development Agreement between the City and the Developer dated November 24, 2004; and

WHEREAS, the Developer completed the first phase of private redevelopment under the Development Agreement, being the redevelopment of the Chesapeake Building, and later the City and the Developer terminated the Development Agreement with respect to the second phase of the redevelopment; and

WHEREAS, the City Commission approved a Supplement to Compensation Agreement between the City and Sandusky City School District by Ordinance No. 10-085, passed on August 23, 2010; and

WHEREAS, this City Commission approved and adopted a Second Urban Renewal Plan, including the Blum and Blight Study by Ordinance No. 16-177, passed on October 24, 2016; and

WHEREAS, the City desires to expand the area in which the payments in lieu of tax from the Development Agreement can be expended, to include the recently adopted Second Urban Renewal Plan area and to continue to undertake "urban renewal projects" within the Second Urban Renewal Plan area, as well as the Bayfront Urban Revitalization Plan area, to further the elimination and prevention of the recurrence of blight conditions, infrastructure improvements, private economic incentives, capital needs projects and other project as eligible per Chapter 725 of the Ohio Revised Code, as the Bayfront Urban Revitalization Plan area or Second Urban Renewal Plan area may be expanded to include property to be used for public parks, streets, utilities and other public improvements; 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 and expedite carrying out Urban Renewal Projects to enable the City to carry out its public purpose to further the elimination and prevention of the recurrence of blight conditions in the Bayfront Urban Revitalization Plan area and Second Urban Renewal Plan area; 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; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves the Second Supplement to

Compensation Agreement, a copy of which is on file in the office of the Clerk of the City Commission and 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 the objectives and requirements in carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and directs the City Manager to execute the Second Supplement to Compensation Agreement to extend the use of Chesapeake TIF funds into the Second Urban Renewal area.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

SECOND SUPPLEMENT TO COMPENSATION AGREEMENT

This Second Supplement to Compensation Agreement is made and entered into as of the ____ day of _____, 20__ between the CITY OF SANDUSKY, OHIO (the "City") and the SANDUSKY CITY SCHOOL DISTRICT (the "School District"), and supplements the Compensation Agreement by and among the City, the School District and Mid-States Bayfront Development LLC (the "Developer") dated November 24, 2004 and the Supplement to Compensation Agreement dated August 9, 2010 (collectively, the "Compensation Agreement").

WITNESSETH:

WHEREAS, to eliminate conditions of blight and to obtain redevelopment to prevent the recurrence of blight, the City, by Ordinance No. 00-179, passed June 12, 2000, approved the Bayfront Urban Revitalization Plan for the Bayfront Urban Revitalization Plan area; and

WHEREAS, to carry out the redevelopment of the Bayfront Urban Revitalization Plan area and the undertakings and activities by the City comprising "urban renewal projects" in accordance with Ohio Revised Code Chapter 725 (the "Act"), the City entered into a Development Agreement between the City and the Developer dated November 24, 2004 (the "Development Agreement"), under which the Developer agreed to redevelop certain parcels in two phases, and the City agreed to construct certain public improvements and to issue certain urban renewal bonds under the Act to fund various urban renewal improvements; and

WHEREAS, the City and School District entered into the Compensation Agreement to compensate the School District for a portion of the real property taxes it would have received but for the real property tax exemption provided under the Development Agreement and the Act; and

WHEREAS, the Developer completed the first phase, being the redevelopment of the Chesapeake Building, and the 30 year, 100% real property tax exemption under the Development

EXHIBIT

"1"

Agreement and the Act for those parcels associated with that redevelopment (the “Chesapeake Parcels”) has been approved and is in place in the records of the County Auditor, and have terminated the Development Agreement with respect to the second phase of the redevelopment; and

WHEREAS, the City has issued and plans to issue urban renewal bonds, as defined in the Act (collectively, the “Bonds”), to finance or refinance urban renewal projects, which Bonds would be payable from the payments in lieu of taxes derived from the Chesapeake Parcels; and

WHEREAS, a Second Urban Renewal Plan was established, by Ordinance No. 16-177, passed October 24, 2016, adjacent to the Bayfront Urban Revitalization Plan area, after the City of Sandusky Second Urban Renewal Plan Eligibility Report dated August 2016 was presented to the City of Sandusky Commission, illustrating additional areas outside of the Bayfront Urban Revitalization Plan area depicting location, physical condition of structures, infrastructure and utilities, environmental influences and economic conditions of parcels in the Second Urban Renewal Plan area; and

WHEREAS, the City desires to expand the area in which the payments in lieu of tax from the Development Agreement can be expended, to include the Second Urban Renewal Plan area; and

WHEREAS, the City desires to continue to undertake “urban renewal projects” within the Second Urban Renewal Plan area, as well as the Bayfront Urban Revitalization Plan area, to further the elimination and prevention of the recurrence of blight conditions, infrastructure improvements, private economic incentives, capital needs projects and other project as eligible per Chapter 725 of the Ohio Revised Code, as the Bayfront Urban Revitalization Plan area or Second Urban Renewal Plan area may be expanded to include property to be used for public

parks, streets, utilities and other public improvements (those urban renewal projects undertaken and to be undertaken are collectively referred to herein as "Urban Renewal Projects"); and

WHEREAS, Urban Renewal Projects may include undertakings and activities of a municipal corporation in an urban renewal area for the elimination and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof, in accordance with an urban renewal plan, and such aforesaid undertakings and activities may include acquisition of a slum area or a blighted area, or portion thereof, demolition and removal of buildings and improvements; installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public buildings and facilities, and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives in accordance with the urban renewal plan, disposition of any property acquired in the urban renewal area, including sale, leasing, or retention by the municipal corporation itself, at its fair value for uses in accordance with the urban renewal plan; carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the urban renewal plan; the acquisition, construction, enlargement, improvement, or equipment of property, structures, equipment, or facilities for industry, commerce, distribution, or research from the proceeds of urban renewal bonds issued pursuant to division (C) of section 725.05 of the Revised Code; and acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, unsanitary, or unsafe conditions, lessen density, eliminate obsolete, or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and

WHEREAS, the City and the School District wish to enter into this Second Supplement to Compensation Agreement to confirm their understandings in light of the changed circumstances described above;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from their performance hereof, the parties hereto agree as follows:

Section 1. The City and the School District confirm and agree that the term "Bonds" as used in Section 2 of the Compensation Agreement relating to payments to the School District includes all Bonds issued by the City to finance or refinance Urban Renewal Projects.

Section 2. The parties hereto acknowledge that all of the provisions of the Compensation Agreement remain in full force and effect, as clarified and confirmed in this Second Supplement to Compensation Agreement.

IN WITNESS WHEREOF, the parties have caused this Second Supplement to Compensation Agreement to be executed by their duly authorized representatives.

CITY OF SANDUSKY, OHIO

SANDUSKY CITY SCHOOL DISTRICT

By _____
Eric Wobser, City Manager

By  _____
Dr. Eugene Sanders, CEO & Superintendent

The legal form of the within instrument
is hereby approved.

By: _____
Justin Harris, Law Director

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City, hereby certifies that any money required to meet the obligations of the City during the year 2017 under the Second Supplement to Compensation Agreement has been lawfully appropriated by the Commission of the City for such purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Hank Solowiej, Finance Director



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E.
Date: January 30, 2017
Subject: Commission Agenda Item – Permission to Bid Wayfinding & Signage project

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the Wayfinding & Signage project.

BACKGROUND INFORMATION: Wayfinding signage has been mentioned for many years as a priority by businesses and residents at all of the public meetings and neighborhood tours that have been conducted for the Bicentennial Vision process. Appropriate signage will allow tourists to more easily navigate to and from locations such as parks, museum, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft's, and Firelands Regional Medical Center.

In October of 2015, the City entered into an agreement with Studio Graphique for professional services for branding and design for a city-wide wayfinding and signage program. An extensive public involvement process was conducted that also involved several stakeholders throughout the city. Three conceptual designs were developed and one design was ultimately approved. See attached.

Various partners have contributed to the funding for this program, including:

Federal Highway/ODOT (via MPO)	\$165,000.00
Lake Erie Shores & Islands	\$150,000.00
City of Sandusky	\$150,000.00
Firelands Regional Medical Center	\$ 50,000.00
Cedar Fair	<u>\$ 50,000.00</u>
Total	\$565,000.00

The engineer's estimate for base bid items is \$470,612.00. Other funding has been designated for engineering and inspection. Most of the city's contribution was used on the design and inspection contracts so only half of the city's portion remains in 2017.

ODOT requires signed legislation to allow the city to bid the project. Bidding is expected in March, but must occur by May 5, 2017 per ODOT programming.

BUDGETARY INFORMATION: The total cost of planning, design, inspection and advertising is \$575,000.00 to be paid through the funding sources listed above. The city's portion will be drawn from Capital funds (Issue 8).

ACTION REQUESTED: It is recommended that the proposed Wayfinding & Signage project be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of

the City Charter in order to meet ODOT's schedule and attempt to implement signage prior to the peak tourist season.

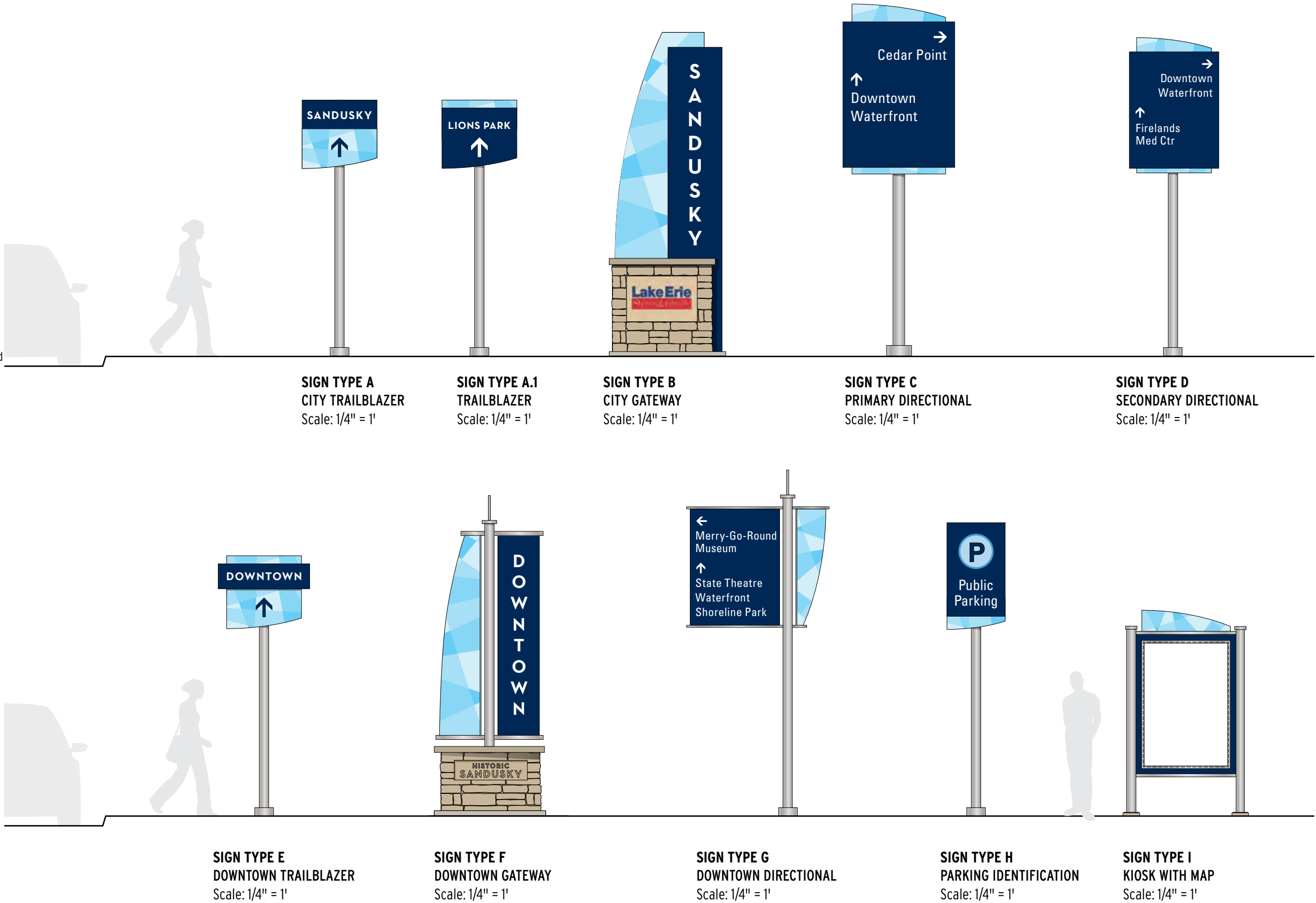
I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

GENERAL NOTES

- 1. Sign contractor shall be responsible for design and engineering of supports, anchors and miscellaneous steel or metal required for installation.
- 2. The sign contractor's structural engineer shall be licensed in the State of Ohio and certify all connections and support details.
- 3. Isolate dissimilar materials as required.
- 4. Field dimensions shall be taken by the sign contractor prior to preparation of shop drawings and fabrication wherepossible. It is the responsibility of the sign contractor to site verify all sign locations for accuracy, fit, and potential obstacles. Sign contractor shall notify appropriate person(s) of any issues, discrepancies and potential obstacles per the attached Performance Specifications, contract or specified communication process.
- 5. It is the responsibility of the sign contractor to contact OUPS and verify locations of underground utilities.
- 6. Sign contractor must obtain all permits and field inspection approvals necessary to complete work per City requirements. **All sign locations need to be located and staked by sign contractor and approved by city prior to installation.**
- 7. Masonry dimensions are approximate; sign contractor to verify and adjust as needed. Final dimensions must appear on shop drawings for review and approval.
- 8. Sign contractor must clean and seal masonry to prevent moisture, discoloration and other defects due to weather and environmental conditions.
- 9. Sign contractor must submit brick, stone, and mortar samples for review and approval.
- 10. Sign contractor shall follow any additional requirements presented in the attached Performance Specifications and Design Intent Documents.



RESOLUTION NO. _____

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

WHEREAS, the Wayfinding & Signage Project involves a planning process, which includes Lake Erie Shores & Islands as a stakeholder, that would include aesthetically-pleasing wayfinding signs that may contain landscaping, arches, and the City logo along roadways, along with design, property acquisition, bidding, construction, and inspection; and

WHEREAS, the City Commission approved and authorized the submission of an application to the Erie Regional Planning Commission, Metropolitan Planning Organization and an LPA Federal Project Agreement between the City and the Ohio Department of Transportation for the proposed Wayfinding & Signage Project by Resolution No. 012-15R, passed on March 9, 2015, and was awarded funds in the amount of \$165,000.00; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Studio Graphique of Cleveland, Ohio, for the Wayfinding & Signage Project by Ordinance No. 15-136, passed on September 28, 2015, for services to analyze, strategize, plan and develop a city-wide Wayfinding & Signage Program; and

WHEREAS, the City Commission authorized the submission of an application with the Erie County Visitors & Convention Bureau, Inc. dba Lake Erie Shores & Islands for a Capital Improvements Grant for the Wayfinding & Signage Project by Resolution No. 043-15R, passed on October 26, 2015, and was awarded Capital Improvement Grant funds in the amount of \$150,000.00; and

WHEREAS, the estimated cost of this project for planning, design, inspection and advertising is \$575,000.00 and will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT) and the Erie County Metropolitan Planning Organization (MPO) in the amount of \$165,000.00, Capital Improvement Grant funds from the Lake Erie Shores & Islands in the amount of \$150,000.00, funds committed from Firelands Regional Medical Center in the amount of \$50,000.00, funds committed from Cedar Fair in the amount of \$50,000.00, and the remaining balance will be paid with Issue 8 funds from the Capital Projects Fund; 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 meet the Ohio Department of Transportation's schedule and attempt to implement signage prior to the peak tourist season; and

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

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

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

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Wayfinding & Signage Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Wayfinding & Signage Project as required by law.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E.

Date: February 1, 2017

Subject: Commission Agenda Item – Permission to Bid 2017 Columbus Avenue Underpass Repairs

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2017 Columbus Avenue Underpass Repairs Project.

BACKGROUND INFORMATION: A major reconstruction of the Columbus Avenue Underpass was performed in 1999, but little maintenance has been performed since completion of the project. Natural deterioration has progressed so that repairs are needed to the concrete surfaces and sidewalks. The plan is also to pressure wash and seal the concrete surfaces. Repairs can not be performed on the railroad or real property owned by the railroad. These proposed preventative maintenance is intended to extend the life of the work performed in 1999.

As part of the design project, R.E. Warner & Associates was hired in July of 2016 and developed a preventative maintenance (PM) plan to keep the facilities at Hayes, Camp and Columbus in good working order. Staff will perform annual visual inspections per this PM plan to determine the appropriate course of action for routine maintenance.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs, is \$85,000.00 and will be paid with Capital Projects funds (Issue 8).

ACTION REQUESTED: It is recommended that the proposed 2017 Columbus Avenue Underpass Repairs 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 in order to get the construction started quickly to prevent further rapid deterioration of the underpass.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

RESOLUTION NO. _____

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

WHEREAS, the proposed Columbus Avenue Underpass Repairs Project involves repairs to the concrete surfaces and sidewalks and preventative maintenance including pressure wash and seal of concrete surfaces; and

WHEREAS, a major reconstruction of the Columbus Avenue Underpass was completed in 1999 and since that time little maintenance has been performed and natural deterioration has progressed necessitating repairs to the concrete surfaces and sidewalks; and

WHEREAS, a preventative maintenance plan has been developed by consultants, R.E. Warner & Associates, to keep the underpasses at Hayes Avenue, Camp Street and Columbus Avenue in good working order and pursuant to the plan, Staff will perform annual visual inspections to determine the appropriate course of action for routine maintenance on the underpasses; and

WHEREAS, the total estimated cost for this project including engineering, inspection, advertising and miscellaneous expenses is \$85,000.00 and will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project so the construction can begin as soon as possible to prevent further deterioration of the underpass; and

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

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

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

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Columbus Avenue Underpass Repairs Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Columbus Avenue Underpass Repairs Project as required by law.

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 27, 2017

Subject: Commission Agenda Item – Prof. Services Agreement #2 for Brownfields

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement for Professional Services with T&M Associates (T&M) to implement the community-wide Brownfields Assessment Grants received from the United States Environmental Protection Agency (US EPA).

BACKGROUND INFORMATION: The grant agreement between the City of Sandusky and US EPA dated August 29, 2016, was for a combined award of \$200,000 for Hazardous Substance Assessment and \$200,000 for Petroleum Substance Assessment. Of the available funds, \$391,000 is allocated for contractual services that will be used to hire two consultants at \$195,500 each to perform Quality Assurance Plans, city-wide Brownfields inventory, Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, Remedial Action Plans, reports and cost estimates. The remaining \$9,000 will be used for travel, training and supplies.

The first advantage is that the grants would provide an alternate funding source for environmental assessment of blighted properties. Monies currently being used for these analyses could be reserved for remediation and demolition activities instead. These may not be huge sums but they do add up. Second, the city would reestablish a Brownfields program that was previously very effective because it was responsible for demolition and/or redevelopment of Apex, Sandusky Cabinets, Paper District area, City Ice, Jackson Street Parking Lot, Deep Water and many other sites. Third, as an economic development benefit, the city could offer assistance to local businesses who wish to perform the Phase I and Phase II assessments on properties they target, similarly to how BSL Holdings was evaluated.

Staff recommends contracting with two consultants to ensure continued price competition throughout the project. Although it places additional internal coordination and paperwork on staff, it will allow the dollars to be stretched farther. The City issued a formal Request for Qualifications in which five (5) submittals were received and evaluated by a selection committee. Per commission approval on December 27, 2017, a contract was signed with Mannik & Smith Group (MSG) who was the top-ranked firm for \$195,500.00. The second firm selected was T&M Associates. A Scope of Services (SOS) is attached to the legislation as Exhibit “A” for a total of \$60,000. This means that there is an additional \$135,500.00 remaining for consulting. Depending on quality of deliverables and site selection, this money will be divided between one or both of the consultants to ensure maximum quality on the project.

BUDGETARY INFORMATION: The Brownfields Grant will fund 100% of this contract.

ACTION REQUESTED: It is recommended that an ordinance for a professional services contract with T&M Associates for the Brownfields Assessment Grant Projects in the amount of \$60,000.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the agreement and expend the available funds to move forward with re-establishing the City’s Brownfields Program and initiate spending when a property becomes available.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH T & M ASSOCIATES OF CLEVELAND, OHIO, FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONJUNCTION WITH THE USEPA BROWNFIELDS GRANT RECEIVED FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the filing of an application with the U.S. Environmental Protection Agency for Brownfields Grant funds to complete quality assurance plans, Phase I and Phase II environmental assessments, remedial action plans, training, inventory and city-wide eligibility assessments by Resolution No. 049-15R passed on November 9, 2015; and

WHEREAS, the City of Sandusky was awarded \$200,000.00 for Hazardous Waste Assessments and \$200,000 for Petroleum Assessments on August 29, 2016; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the implementation of the community-wide Brownfields Assessment Grants in which five (5) submittals were received, evaluated and ranked by a selection committee and at the recommendation of Staff to select two (2) firms, it was determined to select Mannik & Smith Group, Inc., and T & M Associates as the most qualified based upon the firm's experience, professional expertise and professional knowledge; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with the Mannik & Smith Group, Inc., of Beachwood, Ohio, for Professional Environmental Services in conjunction with the USEPA Brownfields grant in the amount of \$195,000.00 by Ordinance No. 16-232, passed on December 27, 2016; and

WHEREAS, the total cost of the professional services from T & M Associates is \$60,000.00 and will be paid with funds received through the Brownfields Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and expend the available funds to move forward with re-establishing the City's Brownfields Program and initiate spending when a property becomes 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 Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with T & M Associates, of Cleveland Ohio, for Professional Environmental Services in conjunction with the Brownfields Assessment Grants received from the U.S. Environmental Protection Agency, substantially in the same form as attached to this Ordinance, marked Exhibit "1" and specifically incorporated as if fully rewritten herein, at an amount **not to exceed** Sixty Thousand and 00/100 Dollars (\$60,000.00).

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of _____, 2017, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works stated below or successor (the “City Engineer”), and T & M Associates (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name:	2016 – 2019 US EPA Brownfields Assessment Grant
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Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer:	T & M Associates
Contact:	Donald Pinto, P.E., Ohio VAP CP
Address:	600 Superior Avenue East Suite 1300 Cleveland, OH 44114

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

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

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

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

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

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

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

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

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

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

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

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

2.1. General

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

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

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

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

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

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

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

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

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

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

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

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

5.2. Reimbursable Expenses

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

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

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$60,000.00 (sixty thousand dollars and zero cents) A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

5.4. Method and Terms of Payment

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

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set

forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

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

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

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

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

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall

endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

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

6.2. Indemnification

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

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

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

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

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

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

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

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

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

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

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

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

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

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

8.2. Remedies

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

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

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

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

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

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

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

9.5. Extent of Agreement

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

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

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

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

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

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

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

9.7. Notices

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 479-6853. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of

which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

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

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

T & M Associates

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **2016 – 2019 US EPA Brownfields Assessment Grant**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances.

Dated: _____, 2017

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Amount

EXHIBIT A

SCOPE OF BASIC SERVICES

All services will be performed in accordance with the Terms and Conditions of the City of Sandusky's U.S. EPA Brownfields Assessment Grant for Hazardous Substances and Petroleum. All work will be completed by T&M Associates (T&M) under the direction of an Ohio Voluntary Action Program (VAP) Certified Professional (CP). All work will conform to the standards set forth under the Ohio VAP, unless the CP determines that an American Society of Testing and Materials (ASTM) E1527-13 Phase I or ASTM E1903-11 Phase II is appropriate. In addition, all work will comply with the U.S. EPA All Appropriate Inquiries (AAI) Final Rule (40 CFR 312).

ACRES Updates

T&M will maintain a current inventory of brownfields properties assigned to T&M for assessment using the U.S. EPA Assessment, Cleanup and Redevelopment Exchange System (ACRES) website. ACRES will be updated upon completion of each Phase I and Phase II ESA with the findings of the final reports. In addition, we understand the City has several years of brownfields assessment and redevelopment activity for which data has not yet been added to ACRES. If requested, T&M can assist in the creation and/or update of ACRES entries for these properties which may include descriptions of assessment activities, contaminants found and media affected, institutional and engineering controls, cleanup activities performed, and successful redevelopment outcomes.

Quality Assurance Project Plan (QAPP)

T&M Associates will prepare one Quality Assurance Project Plan (QAPP) governing field procedures and analytical methods to ensure the quality, precision, and accuracy of data generated by assessment activities. Upon U.S. EPA approval, the QAPP will be valid for the duration of the grant, and will be updated annually per U.S. EPA requirements. The annual QAPP update may include current laboratory certificates and any other necessary elements.

Phase I Environmental Site Assessments (ESA)

Phase I Environmental Site Assessments (ESA) conducted by T&M will be prepared in compliance with Ohio VAP standards or ASTM E1527-13, as appropriate, and the U.S. EPA AAI Final Rule. AAI forms will be prepared by T&M for certification by the City Project Manager and submitted to U.S. EPA with the Phase I ESA Reports. The assessment of sites with underground storage tanks will additionally comply with the requirements of the Ohio Bureau of Underground Storage Tank Regulations (BUSTR). Assessments may involve activities including, but not limited to: title searches, historical database searches, environmental database searches, interviews, and site reconnaissance. Prior to initiating assessment work, T&M will confirm each site's eligibility under the hazardous substances and petroleum portions of the grant through written response from U.S. EPA and BUSTR.

Sampling & Analysis Plan and Health & Safety Plan Preparation

For each site selected, T&M will submit a site-specific Sampling and Analysis Plan (SAP) including a site-specific Health and Safety Plan (HASP) to U.S. EPA for required review and approval prior to initiating any Phase II activities.

Phase II Environmental Site Assessments

Where necessary as determined by the results of a Phase I ESA, Phase II ESAs will be conducted in conformance with the requirements of the Ohio VAP or ASTM E1903-11, as appropriate. Phase II ESAs may include:

- Asbestos surveys
- Lead-based paint surveys
- Geophysical surveys
- Exploratory trenching to confirm geophysical anomalies
- Soil, groundwater, and soil gas sampling
- Geospatial surveys to locate property boundaries and sampling locations
- Underground storage tank removal (as appropriate for petroleum sites)

BUSTR Assessment Activities

At sites for which BUSTR has documented an unresolved release or suspected release of petroleum, T&M may complete supplemental assessment activities as required per BUSTR standards and as requested by the City. Such work may include sampling and reporting as required for Closure Assessments, Tier 1 Source Investigations, Tier 1 Delineations, Tier 2 Evaluations, Tier 3 Evaluations, Interim Response Actions, and Remedial Action Plans.

Remedial Action Plans and Risk Assessments

As necessary, T&M will prepare Remedial Action Project Plans (RAPs) and/or Risk Assessments. RAPs will be submitted to Ohio EPA and U.S. EPA for approval. RAPs and Risk Assessments may be used to help secure future cleanup funding, including through U.S. EPA, Jobs Ohio, Ohio Development Services Agency (ODSA), or other funds.

Grant Reporting & Other Project-Related Support

T&M can provide administrative assistance to prepare Quarterly Reports, Annual Financial Reports, Disadvantaged Business Enterprise Reports, and any other reporting obligations pertaining to the U.S. EPA Brownfields Assessment Grant. T&M may provide additional services upon request, such as preparing/supporting application for an Urban Setting Designation (USD), record reviews, and file organization. All activities funded by the City of Sandusky's U.S. EPA Brownfields Assessment Grant will comply with the Terms and Conditions of the award.

Geographic Information System (GIS) Support

If requested by the City, T&M can provide support to build and maintain a GIS database of citywide brownfield properties. The database can be developed as a tool for the City and developers to access relevant property features and highlights (for example, acreage, buildings, utilities, highway access, etc.) within a graphical user interface.

Minority Business Enterprises (MBE) and Disadvantaged Business Enterprises (DBE)

T&M Associates will utilize MBE and DBE subcontractors where possible, as determined by project needs and schedules, to help the City of Sandusky meet MBE and DBE target goals.

Project Schedule

An anticipated Project Schedule is included as attachment Table 1.



DEPARTMENT OF PUBLIC WORKS

AARON M. KLEIN, P.E.
Director

Division of Engineering Services
222 Meigs St
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
aklein@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 24, 2017

Subject: **Commission Agenda Item – BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation project**

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1, for the BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation.

BACKGROUND INFORMATION: This project was awarded to Hank's Plumbing & Heating Co., Inc. (HPH) at the September 12, 2016 city commission meeting per ordinance 16-153.

The emergency intake is used during frazil ice or poor water quality conditions at the main lake intake. The emergency intake crib was in very poor condition for many years and was replaced as part of this project. It is currently the only backup water supply source for the City of Sandusky and is used up to 15 times per year.

In addition, a report from CT Consultants made several recommendations regarding treatment of toxins from Harmful Algal Blooms (HABs) and Disinfection Byproducts (DBPs). One of the recommendations was to extend the sodium permanganate feed point to a location as far as possible into the intake piping. This would increase the contact time the chemical has with the raw water and would enhance the chemicals performance to control zebra and quagga mussels and remove toxins. This project is nearing completion with only a few weeks of work remaining.

Thrasher was the design engineer and CT was hired for construction oversight. There were several errors with the initial design that HPH and CT recognized prior to installation. The larger modifications are explained here.

EW1: Six-foot manhole for the chemical feed injection on the emergency pipe	ADD: \$13,300.00
EW2: Increase sodium permanganate pipe and host pipe sizes	ADD: \$20,687.36
EW3: Purchase of unused 1" PVC pipe that was already ordered	ADD: \$ 387.50
EW4: Credit for saddle to DIP flange	NEG: \$ 1,000.00
EW5: Retaining wall along the dike due to newly discovered deterioration	ADD: \$24,227.50
EW6: Riser pipe insulation	ADD: \$ 224.20
	<hr/>
	TOTAL ADDITION: \$57,826.56
	ALLOWANCE: \$50,340.00
	<hr/>
	OVER CONTRACT: \$ 7,486.56

EW1: There are two chemical injection points but only one had a manhole that would provide access to the maintenance crew during a problem. If the manhole was not installed, the quill and injection piping would be buried in the dike walls requiring excavation.

EW2 & EW3: After much conversation between staff and the design engineer, the chemical feed piping was still designed too small by the design engineer. The design size would not allow the chemical to be fed because of

head losses in the required length of pipe. This error was noticed by CT and the pipe manufacturer after the 1" PVC was already purchased. The cost to purchase the 1" pipe was cheaper than the restocking fee.

EW5: The contractor installed a coffer dam around the crib to allow for the contractor to perform the work in the bay. After the dammed area was drained, it was noticed that the diked wall was sloughing off and was therefore the main source of debris in the intake pipe. The city agreed to leave the south wall of the coffer dam in place and reshape the other walls as wing walls to create a retaining wall. This will not only protect the dike from future erosion but will also delay the debris buildup, providing a better source of water.

Change Order No. 1 is for the amount of \$7,486.56.

A second change order is anticipated for handrails and walkways needed for safety of workers and the public. For the handrail installation, the contractor is requesting an extension to the completion date from December 23, 2016, until February 24, 2017.

BUDGETARY INFORMATION: The original contract with Hank's Plumbing & Heating Co., Inc. is for \$435,995.00. Change Order No. 1, for an additional amount of \$7,486.56 will revise the contract amount to \$443,481.56. The project is fully funded through the Water Fund.

ACTION REQUESTED: It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to pay Hank's Plumbing & Heating Co., Inc. for work already performed.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

CHANGE ORDER NO.: 1

DATE: 1/17/2017

PROJECT NAME: BIWW Emergency Intake Rehabilitation and Chemical Feed Line Installation

OWNER: City of Sandusky, Ohio

CONTRACTOR: Hank's Plumbing & Heating Co., Inc.

PROJECT NO.: 160651

DESCRIPTION: Hank's Plumbing and Heating was issued a Notice to Proceed on the Discretionary Amount in the award on 12/6/2016. The total amount of the increased scope of work exceeded the Discretionary Amount by \$7,486.56. This change order is for that amount.

Per the Contractor's request for time extension, dated January 16, 2017, a time extension of 63 days for a completion date of February 24, 2017.

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	\$435,995.00
NET PRIOR CHANGE ORDERS:	\$0.00
CURRENT CONTRACT PRICE:	\$435,995.00
NET AMOUNT THIS CHANGE ORDER:	\$7,486.56
REVISED CONTRACT PRICE:	\$443,481.56

CONTRACT TIME:

CONTRACT DATE:	9/12/2016
ORIGINAL COMPLETION DATE:	12/23/2016
CURRENT COMPLETION DATE:	12/23/2016
AMOUNT OF TIME EXTENSION:	63
REVISED COMPLETION DATE:	2/24/2017

ACCEPTED BY:

APPROVALS:

 1/17/17

Hank's Plumbing & Heating Co., Inc.

DATE

City: Aaron M. Klein
Title: City Engineer

DATE

APPROVAL RECOMMENDED BY:



1/17/2017

William Martz

DATE

CT Consultants, Inc.

BIWW Intake NTP and Change Order amounts

New 6' manhole MH-4	\$13,300.00	
Change pipe sizes and material	\$20,687.36	
3100 lf 1" PVC pipe	\$387.50	
Credit for saddle to DIP flange	-\$1,000.00	
Retaining wall	\$24,227.50	
Riser Pipe Insulation	\$224.20	
	<u>\$57,826.56</u>	
Discretionary Allowance	\$50,340.00	Notice to Proceed
Amount of CO#1	<u>\$7,486.56</u>	



HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 436

Phone (419) 843-2222 • Fax (419) 843-2717

QUOTE

INVOICE NO. MH-4-R1

DATE November 18, 2016

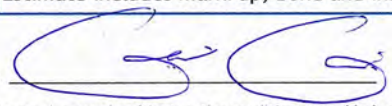
CUSTOMER ID City of Sandusky BIWW

EXPIRATION DATE December 18, 2016

TO
Tim Clapper
CT Consultants
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mark Nowakowski	Sandusky BIWW Emer. Intake	Net 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide New Manhole (MH-4) 72" Dia with a 36" doghouse for the		
	existing emergency intake.		
1.00	Manhole 72" Dia with 36" Doghouse	1,625.00	1,625.00
1.00	Manhole cover	350.00	350.00
1.00	Stone For subbase	400.00	400.00
1.00	Base Concrete Pour-In-Place	1,000.00	1,000.00
1.00	Excavation and Disposal w/ Trucking	875.00	875.00
2.00	Labor and Equipment for installation (including dewatering) per day	4,525.00	9,050.00
	<u>Based on a 10hr work day</u>		
	(2) Operators	\$80/hr	
	(1) Laborer	\$75/hr	
	SV 100 w/fuel	\$50.30/hr	
	JD 230 w/fuel	\$85/hr	
	Wacker Dump w/fuel	\$33.75/hr	
	CAT Skid Steer w/fuel	\$36/hr	
	Generator and Pumps w/fuel each	\$125/day	
	Estimate includes mark/up, bond and insurance		

Quotation prepared by: 

This is a quotation on the goods named, subject to the conditions noted below:
This Quote is good for 30 days.

To accept this quotation, sign here and return: _____

SUBTOTAL	\$	13,300.00
SALES TAX		
TOTAL	\$	13,300.00

THANK YOU FOR YOUR BUSINESS!



HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 43615

Phone (419) 843-2222 • Fax (419) 843-2717

November 18, 2016

Bill Martt, P.E.
CT Consultants, Inc.
Northwoods I
7965 North High Street #340
Columbus OH 43235

Subject: RFP- Change solution carrier tubing and secondary containment

Bill,

Below is the price to replace the 3/8" PTFE solution carrier and 1" schedule 80 secondary containment with 1" and 3" HDPE.

1" HDPE pipe, fittings and couplings (SEE ATTACHED)	\$11,400.72
3" HDPE pipe, electro fusion couplings, observation Tee and cleanout	
Labor Increase for pipe 3x larger	15,000.00
3 additional days @ 12hr days (SEE Attached)	
HDD Machine Rental (3 days)	2,000.00
Additional Drilling Mud for larger hole size	2,360.00
66" Markers (9) yellow w/ labeled (SEE Attached)	<u>1,000.00</u>
Total price for above	\$31,760.72
Credit balance for 3/8 PTFE (SEE Attached)	<u>(14,390.10)</u>
Total add for pipe sized increase	\$17,370.62
Mark-up 15% (17,370.62)	2,605.59
Bond and Ins. 3.56% (19,976.21)	<u>711.15</u>
Total for above	\$20,687.36

Hph would like to also request a 2 week contract extension for the pipe change and 1 week extension to place the new manhole MH-4. Downtime back charges for equipment from 11-7-16 to 11-18-16 and crew for 1 day (11-7-16) to follow. Will you please review the above cost breakdown and let us know if you have any questions or concerns.

Thank You,

Mark Nowakowski
Hph Mechanical



HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 43615

Phone (419) 843-2222 • Fax (419) 843-2717

Labor equipment Breakdown

During our drilling operations we try to utilize the drill as much as possible. That means extending our work days to get the most amount of time with the drill in the ground. During the drilling portion of the job our men will be working 12 hour days. Below is a rough cost breakdown.

Daily Cost Items – Based on a 12 hour working Day = \$5,405.60

(2) Operators @ \$80.00/hr

(1) Laborer @ \$75.00/hr

SV 100 @ \$50.30/hr

JD230 @ \$85.00/hr

Wacker Dump @ \$33.75/hr

CAT Skid Steer @ \$36.00/hr

Generator and Pumps @ \$125.00/day

Invoice Number	Invoice Date	Terms
025B1973	11/11/16	NET 30
Order Number	Customer PO Number	F.O.B. SHIPPING POINT
02585310	201612-01	
Order Date	Ship Date	Ship Via
10/31/16	11/11/16	BEST WAY POSSIBLE



PLEASE REMIT TO:
Harrington Industrial Plastics LLC
PO BOX 991099
Louisville, KY 40269
TEL 866-291-1271
FAX 502-491-8245

000661

INVOICE

Bill to: HANK'S PLUMBING AND HEATING CO
DBA HPH MECHANICAL CONTRACTORS
2000 THE BLFS
TOLEDO OH 43615-3084

HPH MECHANICAL CONTRACTORS
SANDUSKY BIWW EMERG INTAKE
2425 FIRST STREET
SANDUSKY, OH 44870

Customer No.	Territory	Freight Terms	Page #	Job No.				
105935	254	PREPAID & CHARGE	1					
Product No./Description	WHSE	Order Quantity	Ship Quantity	Balance Due	List Price	Disc	Unit Price	Amount
PTFE0806 1/2"ODx3/8"IDx.063"W TUBING PTFE RL	025	3100	0	3100			4.97	15407.00
800-010BE 1" PIPE B/E PVC SCH80	029	3100	3100	0			0.50	1,550.00
800-030 3" PIPE P/E PVC SCH80	029	40	40	0			2.27	90.80
15407 PTFE CR Less - 307.50 Less - 629.40 14390.10 CRED BACA								

15407 PTFE CREDIT
Less - 387.50
Less - 629.40
14390.10 CREDIT BALANCE

WARRANTY DISCLAIMER: Harrington Industrial Plastics LLC (Harrington) makes no express or implied warranties, including those of merchantability or fitness for a particular purpose, with regard to goods and products not manufactured by Harrington. With regard to products manufactured by Harrington, Harrington warrants only that such products will be free of defects in material and workmanship for a period of one year from shipment date. Harrington makes no other express or implied warranties with respect to such goods. Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.
ENTIRE AGREEMENT: The terms and conditions set forth in this invoice constitute the entire agreement between purchaser and Harrington and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to alter or modify this invoice or any other document relating to this sale, shall become a part of this agreement without the express written consent of Harrington.

Subtotal	1,640.80
Tax	0.00
Freight & Handling	629.40
Total Due	2,270.20

Harrington Industrial Plastics
 708 Enterprise Drive
 Lewis Center OH 43035
 614-433-0722
 614-433-0711 Fax

Quotation# 02548246
 Written: CDL
 Quote Date 11/18/16
 Expire Date 12/18/16
 Page 1 OF 1

Quotation

105935
 HANK'S PLUMBING AND HEATING CO
 dba HPH MECHANICAL CONTRACTORS
 2000 THE BLUFFS
 TOLEDO, OH 43615

Ship To:
 HPH MECHANICAL CONTRACTORS
 SANDUSKY BIWW EMERG INTAKE
 2425 FIRST STREET
 SANDUSKY, OH 44870

Job:

RFQ# SANDUSKY

Contact: MARK NOWAKOWSKI

Ship Via: BEST WAY POSSIBLE

Phone#: 419-843-2222

FOB / Delivery ARO: SHIPPING POINT

Fax: 419-843-2717

Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
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*1049 PIPE MISC 1" ENDOPOLY HDPE SDR 11 ASTM F2160/D3035 500'	3000	0.49	FT	1,470.00
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*1049 PIPE MISC 1" ENDOPLOY COIL SDR 11 ASTM F2160/D3035 100' COIL	100	0.49	FT	49.00
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*1049 PIPE MISC 3" GAS MD YELLOW COIL 2513/11 IPS	3000	2.95	FT	8,850.00
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*1049 PIPE MISC 3" GAS MD YELLOW COIL 2513/11 IPS 100' ROLL	100	2.95	FT	295.00
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*1099 FITTINGS MISC 3" SDR 11 HDPE TEES BF	6	14.86	EA	89.16
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*1099 FITTINGS MISC 3" ELECTRO FUSE COUPLING	6	19.40	EA	116.40
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*1099 FITTINGS MISC 3" SDR 11 HDPE CLEAN W/PLUG	6	50.67	EA	304.02
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*8099 ACCESSORIES MISC ESTIMATED FREIGHT TO JOB SITE PRODUCT IS NON-RETURNABLE ITEMS MAY NOT BE CANCELLED	1	227.14	EA	227.14
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Merchandise	Tax	Est.Freight / Handling	Net Quote Total
11,400.72	0.00	0.00	11,400.72

Thanks For Thinking Harrington.

Respectfully Bud D. List

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

William Martt

From: Aaron Klein <aklein@ci.sandusky.oh.us>
Sent: Tuesday, November 22, 2016 10:36 AM
To: Orin McMonigle; William Martt
Cc: Tim Clapper
Subject: RE: Request for pricing- change solution carrier tubing and secondary containment "Pricing Response from Hph"

Agreed. We'll keep the pipe please.

Aaron Klein, P.E.
Director, Public Works

From: Orin McMonigle
Sent: Monday, November 21, 2016 1:53 PM
To: William Martt <WMartt@ctconsultants.com>; Aaron Klein <aklein@ci.sandusky.oh.us>
Cc: Tim Clapper <TClapper@ctconsultants.com>
Subject: RE: Request for pricing- change solution carrier tubing and secondary containment "Pricing Response from Hph"

At that cost we'll figure out something to use it for.

From: William Martt [<mailto:WMartt@ctconsultants.com>]
Sent: Monday, November 21, 2016 1:22 PM
To: Orin McMonigle <omcmonigle@ci.sandusky.oh.us>; Aaron Klein <aklein@ci.sandusky.oh.us>
Cc: Tim Clapper <TClapper@ctconsultants.com>
Subject: RE: Request for pricing- change solution carrier tubing and secondary containment "Pricing Response from Hph"

Orin,

HPH has already paid \$1550 for the 3100 lf of 1" line plus \$629.40 for shipping. The company will take the pipe back (credit of \$1550) but HPH would have to pay shipping at another \$629.40 plus a 25% restocking fee of \$387.50. So, they would rather sell it to the City at the restocking fee. A deal if you have any use for it.

Bill

From: Orin McMonigle [<mailto:omcmonigle@ci.sandusky.oh.us>]
Sent: Monday, November 21, 2016 12:42 PM
To: Aaron Klein; William Martt
Cc: Tim Clapper
Subject: RE: Request for pricing- change solution carrier tubing and secondary containment "Pricing Response from Hph"

\$387.50 does not sound accurate for 3010 ft. of 1" schedule 80 PVC even with a big restocking fee and shipping.

From: Aaron Klein
Sent: Friday, November 18, 2016 3:24 PM
To: William Martt <WMartt@ctconsultants.com>; Orin McMonigle <omcmonigle@ci.sandusky.oh.us>
Cc: Tim Clapper <TClapper@ctconsultants.com>
Subject: RE: Request for pricing- change solution carrier tubing and secondary containment "Pricing Response from Hph"

William Martt

From: Mark Nowakowski <marknowa7@aol.com>
Sent: Wednesday, November 30, 2016 4:49 PM
To: William Martt; hph1@accesstoledo.com; aklein@ci.sandusky.oh.us; Tim Clapper; omcmmonigle@cisandusky.oh.us
Cc: jeff.victor@hdsupply.com; chuck@hphmech.com; hpbaj@buckeye-express.com; shepherdsshore@aol.com; jason@lemitchellwelding.com
Subject: Re: Sandusky BIWW Weld On Flange meeting w/City of Sandusky Engr.11-30-16

Bill,... after being on site today with my structural steel fabrication supplier Mitchell Welding,... I visited Aaron's office at City Engineer to clarify & share with him the spiral weld Smith-Blair steel weld-on outlet , type 1, 6" AWWA-D Flange welded saddle option vs. the Romac Industries SS tapping sleeve bolted saddle version,... both submitted for approvals to date. First I pointed out that the SS saddle was intended for ductile iron pipe applications and upon uncovering the 36" emergency intake it was discovered to be std. spiral welded steel pipe instead. Also the actual 36" pipe is approximately 1'-1'-6" lower than depicted on drawings 7&8. Drawings indicate 7'-6" to 8' deep when its more like 9'+inside the new cribb,...(Hph will cover additional 1'-6" riser height for proposed 6" ductile iron stand pipe at no additional charge),...Hph Also agreed to provide an extra 6" blind flange with a 2" FIP tap with 2" plug, bolted to the 90degree ell on top for future air compressor tie-in adapting by city,... at no additional charge. The manufactures of the spiral weld pipe frown on grinding spiral weld off for full surround of SS tapping sleeve per our supplier at H&D supply. Thus the proper welded flanged way was suggested by H&D based on how the spiral weld pipe manufacture would provide if shipped from their factory. Hph has proposed to weld in the field with its certified welder the 626 Weld -On Outlet w/ type1 6" Flange to accomadate previously mentioned 6" DIP Flange 9'+stand pipe with inline Flanged Valve & Flange 90ell for emergency back-up plan blow out access. Upon finishing welding we will also coat the welded saddle and its welds with a thick coating of zinc chromate and top coat with a black 2 part epoxy paint. This will provide an excellent base to mount stand pipe and maintain our tight restricted project schedule at the same time. The Weld-on outlet is available in 2 days where as the SS bolt on is at least 2-3 weeks out from the manufacture in the state of Washington. In all fairness Hph has also offered a \$1000 credit back to the owner for the adjusted difference between welded steel vs. bolted on stainless. Aaron and myself also discussed the proposed details for the fabrication of the trash collector that will be attached to the water(bay side)of old 36" intake. Once my structural steel suppliers produces a detailed drawing for it,.. I'll submit for your review. Hph also agreed to improve placing of bar rack to 2.5" to 3" openings and weld on with 1" pins and coupling attachments so the entire trash collector could be removed for clearing if needed in the future. We also discussed fabrication of proposed trash collector out of stainless steel and I have asked Mitchell Welding to quote for my review. The balance of the conversation concerned the 45' sheet pile extra proposal from Sheperd's and possibility of eliminating the(2) 10' wing walls. I'll follow up with that in a separate e-mail. Also need to Confirm our meeting for this Friday ? please advise if we are still on or off ? In closing it sounded as if Aaron was OK with all of the above as long as I ran it back thru CT for approval's. Please advise,...time is of the essence,...If everything as far as welded flange is good to go,.. we can then follow up with credit change order along with previous add change orders in near future. Thank-You, Respectfully, Mark

Mark Nowakowski
HPH Mechanical Contractors
2000 The Bluffs Toledo, OH 43615
(419) 843-2222
(419) 283-5222 cell

-----Original Message-----

From: William Martt <WMartt@ctconsultants.com>
To: hph Mechanical Contractors <hph1@accesstoledo.com>
Cc: marknowa7 <marknowa7@aol.com>
Sent: Tue, Nov 29, 2016 1:27 pm
Subject: RE: Sandusky BIWW Weld On Flange

HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 436

Phone (419) 843-2222 • Fax (419) 843-2717

QUOTE

INVOICE NO. BIWW RFP-Retaining Wall

DATE December 1, 2016

CUSTOMER ID Sandusky Ohio

EXPIRATION DATE December 31, 2016

TO Tim Clapper
CT Consultants
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mark Nowakowski	Sandusky BIWW	Net 30days	

[illegible]

SUBTOTAL	\$ 24,227.50
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SALES TAX

TOTAL	\$	24,227.50
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Quotation prepared by: _____ Mark Nowakowski

This is a quotation on the goods named, subject to the conditions noted below:
This Quote is good for 30 days.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Shepherd's Shoreline Construction

730 E. Washington Street
Sandusky, Ohio 44870

Telephone: 419 -625-2530
Fax: 419-627-0067

November 29, 2016

Hank's Plumbing & Heating
Mark Nowakowski
2000 The Bluff's
Toledo, Ohio 43615
Marknowa7@aol.com
Hph1@accesstoledo.com

Dear Mark,

Shepherd's Shoreline is please to bid on the current Big Island Project for a retaining wall.

Scope of work:

1. Mobilize 30' x 80' x 6' barge, 30 ton crawler crane, H & M 75 vibratory hammer, all sheet pile, waler, cap, tie backs, dead men, electrodes 7018 3/4 inch grade 5 bolts 2" long.
* All equipment, sheet pile, waler are currently on site.
2. Drive 2 - 10 foot wing walls and continuous East west wall approximately 25' using LS 250 sheets in 16' lengths. Total length 45' + or -.

* Front portion of wall will be split around 36" pipe is currently 2/3 rds driven, waler must be moved to south side and welded and bolted.
3. Deadman & tie backs to be excavated, driven, welded to both walers. Agin 7018 electrodes.
4. Laser and cut off of all sheets to elevation.

November 29, 2016

5. Weld on "C" Channel cap.
6. Back fill with stone and existing rock on location, top dress with 57's for easy access.

7. Final height to be determined by engineer and finished crib height collectively.
8. All areas of work to be graded, any and all extra stone to be back bladed and blended in with road and grade.

Hence, the existing brand new sheet piling is the property of Shepherds Shoreline. The following budget price is formulated as follows. The base price is \$28,900.00.

Remove mobilization and demobilization, the 1/4 th removal cost on original quote, your price will be adjusted to \$22,025.00 turn key.

To be paid half down and half due upon completion, net 10 days.

NOTE:

- * Existing Shepherds contract to stay as written and paid in full, the discounts will be applied to this additional work as noted above.

This bid does not include any permits if needed, local, state or federal. Price does not include utilities. This bid does not cover lawn or ground repair. This bid does not include unloading fees and property use fees from River Avenue site, or any other site that may be used.

All material is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard business practices. Any deviations from the above specifications involving extra costs will be discussed and agreed upon by both parties and shall be executed upon verbal and/or written orders and shall become an additional charge over the quoted price. Any unforeseen, buried obstacles, situations, obstructions, or underground utilities , etc., will be billed in addition and accordingly to our labor and equipment rates. Again, on agreement between both parties. This proposal may be withdrawn if not accepted within 30 days.

November 29, 2016

You will notice that you have 2 signed contracts in your bid package. Please sign and return one copy and keep the other for your records.

If you have any questions please feel free to call.

Sincerely,

Robert G. Shepherd
Shepherd's Shoreline Construction

Robert G. Shepherd _____ Date _____

C.E.O.

Accepted proposal

Mark Nowakowski _____ Date _____
HPH

November 29, 2016

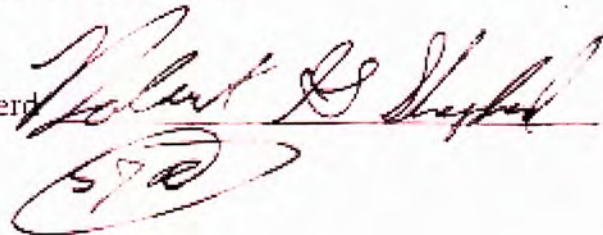
You will notice that you have 2 signed contracts in your bid package. Please sign and return one copy and keep the other for your records.

If you have any questions please feel free to call.

Sincerely,

Robert G. Shepherd
Shepherd's Shoreline Construction

Robert G. Shepherd
C.E.O.

 Date 2nd Nov 16

Accepted proposal

Mark Nowakowski
HPH

Date _____



HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 436

Phone (419) 843-2222 • Fax (419) 843-2717

QUOTE

INVOICE NO. Riser Insulation
DATE January 4, 2017
CUSTOMER ID City of Sandusky BIWW
EXPIRATION DATE February 3, 2017

TO Tim Clapper
CT Consultants
7965 North High Street, Suite 340
Columbus, Ohio 43235
614-885-1701

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mark Nowakowski	Sandusky BIWW Emer. Intake	Net 30 Days	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Provide and install insulation on blow off at the existing emergency intake.		
1.00	Armaflex insulation	113.26	113.26
1.00	Labor @ 75/hr	75.00	75.00
1.00	Mark up @15% (188.26)	28.24	28.24
1.00	Bond & Ins. @ 3.56% (216.50)	7.70	7.70
	*Work Completed on 12/29/16		

Quotation prepared by:

This is a quotation on the goods named, subject to the conditions noted below:
This Quote is good for 30 days.

To accept this quotation, sign here and return: _____

SUBTOTAL	\$	224.20
SALES TAX		
TOTAL	\$	224.20

THANK YOU FOR YOUR BUSINESS!

Commercial Insulation Inc.

649 W Sylvania Avenue
Toledo, OH 43612

INVOICE

Invoice Number:

16400

Invoice Date:

Dec 29, 2016

Page:

1

Voice: 419-269-1741

Fax: 419-269-1743

Bill To:

Hank's Plumbing & Heating
2000 The Bluffs
Toledo, OH 43615-3084

Job Name:

Material Sale

Customer PO**Payment Terms**

2% 10, Net 30 Days

Quantity	Description	Unit Price	Amount
6.00	6-5/8 x 1 armaflex	17.16	102.96
	Plus 10% Markup on Material		10.30
Subtotal			113.26
Sales Tax			
Total Invoice Amount			113.26
Payment/Credit Applied			
TOTAL			113.26

Check/Credit Memo No:

Overdue invoices are subject to late charges of 18%APR.



HANK'S PLUMBING AND HEATING • 2000 The Bluffs • Toledo, Ohio 43615

Phone (419) 843-2222 • Fax (419) 843-2717

January 16, 2017

Bill Martt, P.E.
CT Consultants, Inc.
Northwoods I
7965 North High Street #340
Columbus OH 43235

Subject: Request for Contract Time Extension

Bill,

HPH would like to formally request a contract time extension. At this point in time we have completed extra work in discretionary allowance and change order No. 1. Work included the addition of a new manhole over the 36" intake, change of pipe size and material which delayed our starting date, additional pipe stands and the construction of a new retaining wall. HPH has also been asked to provide pricing for additional grating and a handrail at the new crib. With the completed change order and new work still being processed, HPH is requesting a contract extension until 2/24/17 to execute the remaining work.

Please feel free to contact us with any questions or concerns.

Thank You,

A handwritten signature in blue ink, appearing to read 'Mark Nowakowski'.

Mark Nowakowski
Hph Mechanical

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK PERFORMED BY HANK’S PLUMBING & HEATING CO., INC. OF TOLEDO, OHIO, FOR THE BIG ISLAND WATER WORKS (BIWW) EMERGENCY INTAKE REHABILITATION AND CHEMICAL FEED LINE INSTALLATION PROJECT IN THE AMOUNT OF \$7,486.56; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement and subsequently an amendment for Professional Design Services with Thrasher Group, Inc., of Canton, Ohio, for the BIWW Emergency Intake Evaluation and Improvements Project by Ordinance No. 14-149, passed on December 8, 2014, and Ordinance No. 15-101, passed on July 27, 2015; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project by Resolution No. 035-16R, passed on July 25, 2016; and

WHEREAS, this City Commission approved the awarding of the contract to Hank’s Plumbing & Heating Co., Inc. of Toledo, Ohio, and authorized the City Manager to enter into an agreement for Professional Contract Administration and Inspection Services with CT Consultants of Toledo, Ohio, for work to be performed for the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project by Ordinance Nos. 16-153 and 16-154, passed on September 12, 2016; and

WHEREAS, the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project involves improvements to the emergency intake and installation of an additional feed point for Sodium Permanganate; and

WHEREAS, this First Change Order provides for modifications made to correct errors with the initial design that were recognized prior to installation and for the extension of the final completion date from December 23, 2016, to February 24, 2017, and are summarized as follows:

1.	Six-foot manhole for the chemical feed injection on the emergency pipe	ADD	\$13,300.00
2.	Increase sodium permanganate pipe and host pipe sizes	ADD	\$20,687.36
3.	Purchase of unused 1” PVC pipe that was already ordered	ADD	\$387.50
4.	Credit for saddle to DIP flange	DEDUCT	(\$1,000.00)
5.	Retaining wall along the dike due to newly discovered deterioration	ADD	\$24,227.50
6.	Riser pipe insulation	ADD	\$224.20
7.	Extension of completion date		\$0.00
		TOTAL	<u>\$57,826.56</u>

WHEREAS, a Second Change Order is anticipated for the installation of handrails and walkways needed for safety of workers and the public and the contractor is requesting to extend the completion date to February 24, 2017, to allow the additional work to be completed; and

WHEREAS, the original contract with Hank’s Plumbing & Heating Co., Inc. was \$435,995.00, which included a \$50,340.00 contingency amount, and with the addition of this First Change Order in the amount of \$57,826.56, the contingency will be depleted and the contract will be increased by \$7,486.56 for a revised contract cost of \$443,481.56 and will be paid with Water Funds; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work performed for the Big Island Water Works (BIWW) Emergency Intake Rehabilitation and Chemical Feed Line Installation Project in an amount **not to exceed** Seven Thousand Four Hundred Eight Six and 56/100 Dollars (\$7,486.56) resulting in a revised contract cost of Four Hundred Forty Three Thousand Four Hundred Eighty One and 56/100 Dollars (\$443,481.56) with Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, and to extend the final completion date from December 23, 2016, until February 24, 2017.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715

TO: Eric Wobser, City Manager

FROM: Marvin Ranaldson, Transit Administrator

DATE: January 30, 2017

SUBJECT: 2017 Vehicle Procurement.

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to purchase one (1) Light Transit Wide Body Vehicle (LTV 12-2) from Transportation Equipment Sales Corporation (TESCO) of Oregon, Ohio, and four (4) Low-floor 20 passenger buses from American Bus and Accessories, Inc., of Cincinnati, Ohio, through the Ohio Department of Transportation Cooperative Purchasing Program.

BACKGROUND INFORMATION: The City originally applied for \$412,200 in Federal 5339: Bus and Bus Facilities funds, in September of 2016. Due to the restructuring of that program the city is required to apply for a 5339 (b) grant. These funds will be used to purchase 5 new transit vehicles, four (4) Low-floor 20 passenger buses and one (1) 12-passenger Light transit vehicle. These vehicles will improve the quality of transit service and help reduce the cost of maintaining our fleet of transit vehicles.

The total cost for four (4) Low-floor 20 passenger buses and one (1) 12-passenger Light transit vehicle will be not to exceed \$426,653 of which 90% will be paid with 5339 (b) funds awarded for the purchase of replacement vehicles to the City of Sandusky/Sandusky Transit vehicle fleet. The grant requires a Local match of \$42,665. The vehicles will be ordered after the ordinance approval. STS will submit to ODOT, the office of Transit, a capital invoice for the vehicles. Upon receipt of an invoice, ODOT will initiate payment of the grant funds. The five (5) new vehicles will be used to replace the five city owned buses that have reached the end of their useful lives and have become uneconomical to operate.

The vehicles will be purchased through the Ohio Department of Transportation Cooperative Purchasing Program allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's bidding process thereby eliminating the necessity of any further bidding process.

BUDGET IMPACT: The 5339 (B): Bus and Bus Facilities grant will require \$42,665 of local match funding, and will be paid with Capital Replacement Funds. The Capital Replacement fund is dedicated to providing local Match for capital expenses like vehicles, equipment and vehicle maintenance.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to purchase vehicles for the Sandusky Transit System. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the replacement vehicles to be ordered, received, and placed in service at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Marvin Ranaldson
Transit Administrator

Angela Byington
Director of Planning

From: Alex.Ewers@dot.ohio.gov
To: Marvin Ranauldson
Subject: 2017 Vehicle Awards
Date: Wednesday, January 25, 2017 4:54:20 PM
Importance: High

Good Afternoon,

We have finished the allocation of vehicles for the 2017 year. These vehicle(s) will be applied for on the 5339(b) grant; the application for which has been posted to BlackCat. The vehicle(s) that you have been awarded are as follows:

Vehicle 1

Vehicle Type:	LTL
Quantity:	4
Total Project Cost:	\$359,400
Total Federal Share:	\$323,460

Vehicle 2

Vehicle Type:	LTV
Quantity:	1
Total Project Cost:	\$67,253
Total Federal Share:	\$60,528

Please note that when you are filling out your vehicle cost worksheet(s) for the application, the federal share cannot exceed what you have been allocated for the federal share on this project. It may be necessary for you to remove additional options in order to ensure that this is the case. If you wish to order additional options which would result in a higher cost which exceeds the allocated federal share, then you will be required to cover the additional cost solely with local share.

Additionally please note that the FINAL DEADLINE to order these vehicles will be 4/15/17. Any vehicle(s) which is not ordered by that date will not be ordered/paid for and the funds will instead be reallocated for use in the future as ODOT sees fit.

Also, please be aware that you may need to add additional vehicle projects in BlackCat in order to have enough vehicle projects to attach to your application.

If you have any questions, please contact me.

Regards,

Alex Ewers, Associate
RLS & Associates, Inc.
3131 S. Dixie Hwy, Suite 545,
Dayton, OH 45439
ODOT Direct: (614)-728-5629
Alex.Ewers@dot.ohio.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FOUR (4) LOW-FLOOR 20-PASSENGER BUSES FROM AMERICAN BUS AND ACCESSORIES, INC., OF CINCINNATI, OHIO, AND ONE (1) LIGHT TRANSIT VEHICLE FROM BUS SERVICE, INC., OF CANAL WINCHESTER, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the filing of a grant application with the Ohio Department Of Transportation through the US DOT Federal Transit Administration (FTA) for the Buses and Bus Facilities Program Grant for the purchase of vehicles for the Sandusky Transit System by Resolution No. 040-16R, passed on August 22, 2016; and

WHEREAS, the City was notified of allocated funds in the amount of \$383,988.00 (federal share) for the purchase of vehicles but due to restructuring of the Buses and Bus Facilities Program was instructed to re-submit an application under Section 5339(b) in order to receive the funds; and

WHEREAS, approval to re-submit an application to the Ohio Department of Transportation is being requested in companion legislation; and

WHEREAS, the four (4) low-floor 20-passenger buses, and one (1) light transit vehicle are available from American Bus and Accessories, Inc., of Cincinnati, Ohio, and Bus Service, Inc., of Canal Winchester, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of any further bidding process; and

WHEREAS, the total cost for the purchase of vehicles is not to exceed \$426,653.00, of which approximately \$383,988.00 will be paid with funds awarded from the U.S. DOT Federal Transit Administration (FTA) through the Ohio Department of Transportation and the remaining balance of approximately \$42,665.00 will be paid with Capital Replacement 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 replacement vehicles to be ordered, received, and placed in service at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to purchase four (4) low-floor 20-passenger buses from American Bus and Accessories, Inc., of Cincinnati, Ohio, at an amount not to exceed Sixty Seven Thousand Two Hundred Fifty Three and 00/100 Dollars (\$67,253.00) and one (1) light transit vehicle from Bus Service, Inc., of Canal Winchester, Ohio, at an amount not to exceed Three Hundred Fifty Nine Thousand Four Hundred and 00/100 Dollars (\$359,400.00) through the State Of Ohio Department Of Transportation Cooperative Purchasing Program for the Sandusky Transit System, at a total amount **not to exceed** Four Hundred Twenty Six

Thousand Six Hundred Fifty Three and 00/100 Dollars (\$426,653.00).

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



City of Sandusky Department of Planning and Development
222 Meigs Street, Sandusky, OH 44870
(419) 627-5715

TO: Eric Wobser, City Manager

FROM: Marvin Ranaldson, Transit Administrator

DATE: January 30, 2017

SUBJECT: Agreement for Transportation services-Sandusky City Schools.

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a Comprehensive agreement for transportation services between the City of Sandusky / Sandusky Transit System and Sandusky City Schools.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Sandusky City Schools in support of individual and group student transportation for programs within the school district. Transportation for students is coordinated between Sandusky City Schools and STS. This contract is in effect from February 1, 2017 and continuing through December 31, 2017. Rates vary between \$8.00 per one-way trip for curb to curb service, \$55.00-90.00 per group outing, and SPARC Student pass for \$50.00 per quarter.

STS will provide Sandusky City Schools with reports, training and information that were agreed upon in said proposed contract. Sandusky City Schools will be invoiced and billed on a monthly basis and be expected to pay in a timely manner. The funds received from this contract will help meet the local match, and fare revenue to support the 2017 5311 rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive revenue from Sandusky City Schools for the length of the proposed contract. The funds collected will be used to offset the capital, planning and operating expenses through the 2017 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with Sandusky City Schools it is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed as soon as possible as the commencement date was February 1, 2017.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Director of Planning

Marvin Ranaldson
Transit Administrator

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND SANDUSKY CITY SCHOOLS FOR SERVICES RELATED TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide transportation services approved by Sandusky City Schools for program participants throughout Erie County and these services will be coordinated between Sandusky City Schools and the Sandusky Transit System; and

WHEREAS, the Sandusky Transit System will receive \$8.00 per one-way trip for curb-to-curb services, \$55.00 - \$90.00 per group outing, and \$50.00 per student for SPARC Student passes per quarter for the period of February 1, 2017, through December 31, 2017; 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 approve the terms of the agreement which commenced on February 1, 2017, and immediately execute the agreement; and

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

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

Section 1. The City Manager be and hereby is authorized to execute an Agreement with Sandusky City Schools for transportation services related to the Sandusky Transit System for the period from February 1, 2017, through December 31, 2017, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Sandusky City Schools (SCS) outlines the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing February 1, 2017 and continuing through December 31, 2017.

Scope of Service: STS will provide transportation services approved by Sandusky City Schools for program participants throughout Erie County.

Operating Days: Service will be available every day except the following holidays: Monday, January 16, 2017, Martin Luther King Day; Monday, February 20, 2017, Presidents Day; Monday, May 29, 2017, Memorial Day; Tuesday, July 04, 2017, Independence Day; Monday, September 04, 2017, Labor Day; Saturday, November 11, 2017, Veterans' Day; Thursday, November 23, 2017, Thanksgiving; Monday, December 25, 2017, Christmas Day;

Fare and Payment Schedule: Sandusky City Schools will be billed for the services outlined below.

<u>Guaranteed Dial-a-Ride Service</u>	
Group Trip Rates (Per Outing) < 16 passengers	\$ 55.00
Group Trip Rates (Per Outing) > 16 passengers up to 35 passengers	\$90.00
Individual One-Way Trip	\$ 8.00
<u>SPARC Fixed-Route Service</u>	
SCS Quarterly Student SPARC Pass	\$ 50.00
SPARC Tickets	\$1.50 (Current Fare Rate)

Guaranteed Dial-A-ride Service

STS guarantees Transportation to the Sandusky City Schools for Trips scheduled with 72 hours' notice.

Group Trip rates

An outing is defined as a group trip from the agency to a destination and the return to the agency, anywhere within Erie County.

Individual One-Way Trip

A one-way trip Defined as a one-way trip to and from any destination within Erie County.

SPARC Fixed-Route Service

SCS Quarterly Student SPARC Pass

The Sparc pass is good for unlimited transportation for Students on Fixed-route SPARC system for the SCS Quarter. The SCS would be Responsible for the distribution of Student passes to Students. STS responsible for printing of passes for SCS.

SPARC Tickets

STS would provide bulk SPARC tickets to SCS on Request at The current fare rate in multiples of 10 tickets.

Billing

Sandusky City Schools will be billed for transportation services rendered and Fare Media (Tickets and Passes) sales on a monthly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers. STS as Shared Ride Service reserves the right to combine trips between multiple organizations.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Sandusky City Schools staff to make or cancel reservations as necessary.
3. Driver qualifications: STS will ensure all drivers meet or exceed the standards set forth in OAC #173-39-02 and records of their qualifications maintained and available for inspection by Sandusky City Schools upon request.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.
2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following service.

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

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Sandusky City Schools
- The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Sandusky City Schools will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

BY:

Eric Wobser, City Manager

Sandusky City Schools

Date

Date

Approved As to Form:

Trevor M. Hayberger, Assistant Law Director



DEPARTMENT OF RECREATION

VICTORIA KURT
Superintendent

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5886
Fax 419/627-5825
vkurt@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Kurt, Recreation Superintendent

Date: February 1, 2017

Subject: Commission Agenda Item –2017 Erie Blacktop Field Fence Replacement

ITEM FOR CONSIDERATION: Requesting legislation authorizing the expenditure of funds to Fremont Fence and Guard Rail Co., of Fremont, Ohio, for the 2017 ERIE BLACKTOP FIELD FENCE REPLACEMENT Project.

BACKGROUND INFORMATION: Erie Blacktop Field at Amvets Park has been utilized by the community for the Sandusky Amvets Baseball League for numerous years. Leadership Erie County Class of 2016 saw the need for upgrades to the ballfield and have taken the initiative to raise funds to improve the park for our community and for the Youth Baseball League.

Currently, the Sandusky Amvets Baseball League has priority use of the ballfields at Amvets Park as well as Sprau Park, consisting of 4 baseball fields. The Leadership Erie County Class was able to bring Erie Blacktop to the table with the desire to help improve this City ballfield for the community. Erie Blacktop has given a monetary donation of \$10,000.00 to go towards the fence replacement of the Junior League Ballfield at Amvets Park, as well as an additional 12,400.00 raised by LEC Class of 2016. The City Commission approved the “naming rights” of the Junior League Baseball Field at Amvets Park, to be officially named; “Erie Blacktop Field” at Amvets Park in April 2016.

As a summary, the 2017 project will consist of new galvanized black vinyl chain link fabric and posts for the ballfield including; backstop, sidelines, dugouts, between backstop/press box and outfield of the “Erie Blacktop Field” at Amvets Park. The City of Sandusky Public Services Department will remove all existing fence structures, poles, and concrete for the project.

The Erie Blacktop Field Fence Replacement Project was approved by the City Commission at the September 26th, 2016 commission meeting. One bids was received and opened on October 13th, 2016, and that bid exceeded the Engineer’s estimate of cost by more than 10% and pursuant to §41 of the City Charter, no contract can be awarded and therefore the bid was rejected. . Subsequently, the Recreation Department solicited (3) quotations from reputable sources. The following quotes were received:

Fremont Fence and Guard Rail Co. \$19,193

Elyria Fence Inc \$27,962

Adkins Fence \$20,274

The contractual completion date will be May 1, 2017 prior to the start of the 2017 baseball season. Based upon cost, the quote from Fremont Fence and Guard Rail Co. was determined to be the lowest and best.

BUDGETARY INFORMATION: The quoted cost of the project is \$19,193.00 and will be paid with the monetary donation received from Erie Blacktop and the monetary donations raised from Leadership Erie County Class of 2016.

ACTION REQUESTED: It is recommended that the proposed 2017 Erie Blacktop Field Fence Replacement installation from Fremont Fence and Guard Rail Co. be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately move forward with the project to allow Fremont Fence and Guard Rail Co., to complete the project by the deadline of May 1, 2017 and in time for the 2017 baseball season.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; J. Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE NECESSARY FUNDS FOR THE PURCHASE AND INSTALLATION OF FENCING FROM FREMONT FENCE AND GUARD RAIL CO., OF FREMONT, OHIO, FOR THE ERIE BLACKTOP FIELD FENCE REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Erie Blacktop, Inc., of Sandusky, Ohio, for the naming rights of the Junior League Field at Amvets Park by Ordinance No. 16-069, passed on April 25, 2016, and pursuant to the agreement Erie Blacktop, Inc. offered a cash donation in the amount of \$10,000.00, in addition to a donation of 200 tons of ballfield dirt; and

WHEREAS, the Leadership Erie County Class of 2016, in collaboration with the Erie Blacktop, had taken the initiative to raise funds to improve the park for our community and for the Youth Baseball League and was able to raise \$12,400.00 in additional funds for the fence replacement project; and

WHEREAS, the Erie Blacktop Field Fence Replacement Project consists of new galvanized black vinyl chain link fabric and posts for the ballfield, including the backstop, sidelines, dugouts, between backstop & press box, and the outfield of the "Erie Blacktop Field" at Amvets Park; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Erie Blacktop Field Fence Replacement Project by Resolution No. 053-16R, passed on September 26, 2016; and

WHEREAS, subsequent to advertisement according to law, one (1) bid was opened on October 13, 2016, and that bid exceeded the Engineer's original estimate of cost by more than 10% and pursuant to §41 of the City Charter no contract can be awarded, and therefore the bid was rejected; and

WHEREAS, quotations were requested from three (3) vendors and based upon cost, Fremont Fence and Guard Rail Co., of Fremont, Ohio was determined to be the lowest and best quotation; and

WHEREAS, the total cost for the purchase and installation of the fencing and posts is \$19,193.00 and will be paid with donated funds received from Erie Blacktop, Inc. and donations raised from the Leadership Erie County Class of 2016; 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 move forward with the project to allow Fremont Fence and Guard Rail Co. to complete the project by the deadline of May 1, 2017, and prior to the opening of the 2017 baseball season; 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to Fremont Fence and Guard Rail Co., of Fremont, Ohio, for the purchase and installation of fencing for the Erie Blacktop Field Fence Replacement Project, at an amount **not to exceed**

Nineteen Thousand One Hundred Ninety Three and 00/100 Dollars (\$19,193.00).

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



Department of Public Services

Brad Link, Director
blink@ci.sandusky.oh.us

1024 Cement Ave.
Sandusky, OH 44870
Phone: 419.627.5984

Fleet Maintenance
Horticultural Services
Oakland Cemetery & Memorial Park
Property Maintenance
Street & Traffic Services

To: Eric Wobser, City Manager

From: Brad Link, Public Service Director

Date: January 25, 2017

Re: Commission Agenda Item

Item for Consideration: Legislation to approve the purchase of playground equipment and surfacing at Lions Park for a total cost of \$65,883.32.

Background Information: The City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and had designated U.S. Communities as the administrative and marketing conduit for distribution for the Master Agreements to participating public agencies.

This playground will be purchased from David Williams & Associates/Gametime and will feature a (2) two bay swing set that consists of (2) two tot swings and (2) two belt swings. Also at the park will be a see saw, balance beam, police car crusin' mate (decaled in memory of Andy Dunn), backhoe diggers, xcelerator, and a play structure with a child capacity of 90-95 children. Engineered wood fiber will be used for surfacing.

The playground equipment and surfacing will be installed by City personal for use by the general public.

A site plan and colored rendering provides a visual depiction of what the playground will look like once installed and is attached for your review.

Budgetary Information: This purchase in the amount of \$65,883.32 will be paid from the Capital Projects Fund. This project was made possible through Issue 8 funding.

Action Requested: It is requested that legislation be prepared to purchase this playground equipment from David Williams & Associates/Gametime for Lions Park in the amount of \$65,883.32. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the playground equipment to be ordered by February 14, 2017, to ensure adequate time for delivery and installation for opening in summer 2017

I concur with the recommendation:

Brad Link, Pubic Service Director

Eric Wobser, City Manager

cc: Kelly Kresser, Clerk
Hank Solowiej, Finance Director
Justin Harris, Law Director

Lions Park Phase 2-R1

Sandusky, Ohio



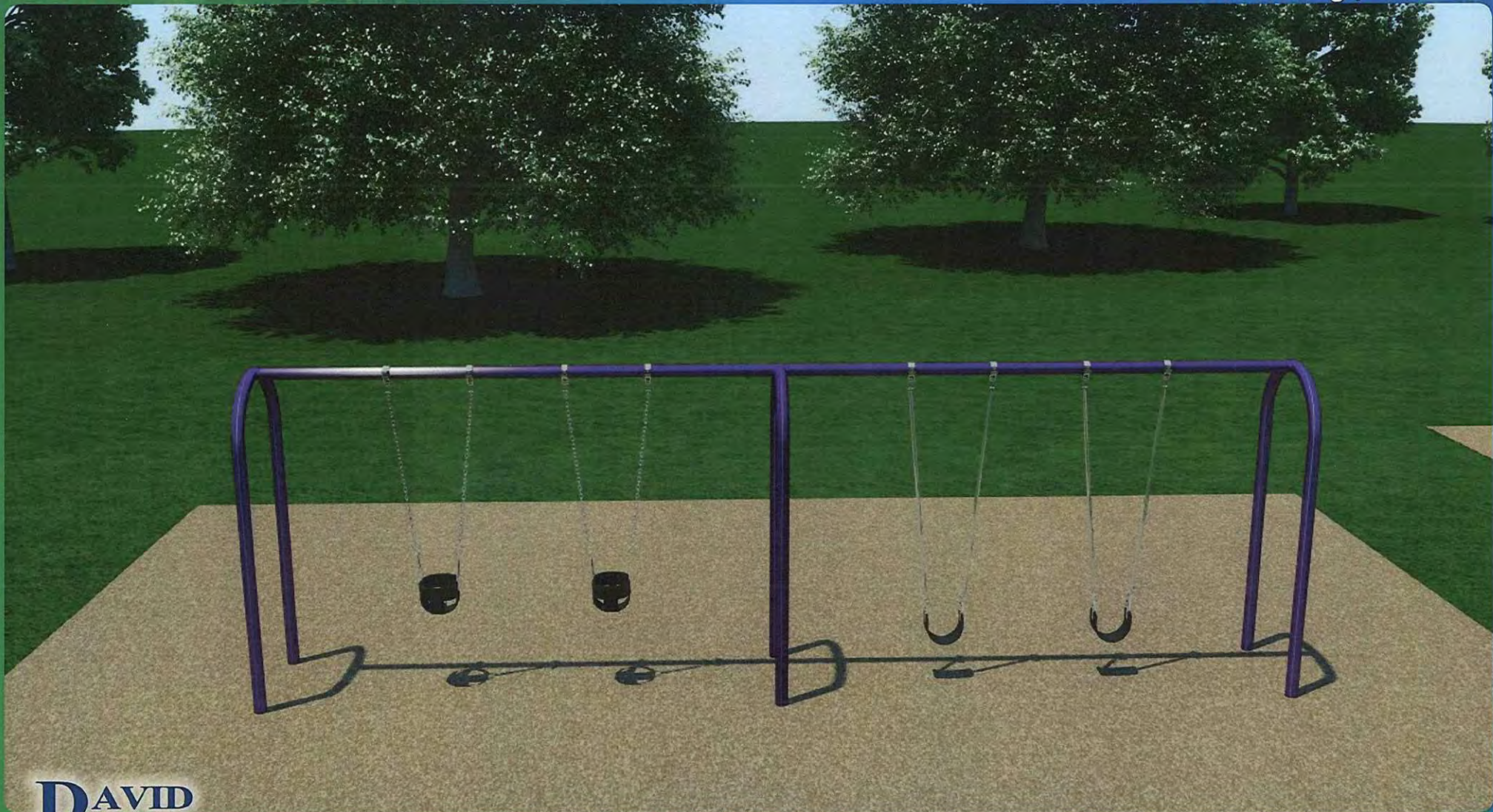
**DAVID
& WILLIAMS
ASSOCIATES**
Parks and Recreation Equipment

1-800-762-7936 ~ www.davidwilliamsassociates.com

GameTime
A PLAYCORP Company

Lions Park Phase 2-R1

Sandusky, Ohio



**DAVID
& WILLIAMS
ASSOCIATES**
Parks and Recreation Equipment

1-800-762-7936 ~ www.davidwilliamsassociates.com

GameTime
A JYD Company

CITY OF SANDUSKY
LIONS PARK PHASE 2
SANDUSKY, OH
REVISION 1

ADA ACCESSIBILITY:

Elevated Play Events = 13
Elevated Accessible by Transfer = 13
Ground Level Events = 5 (4 required)
Types of Ground Level = 3 (3 required)

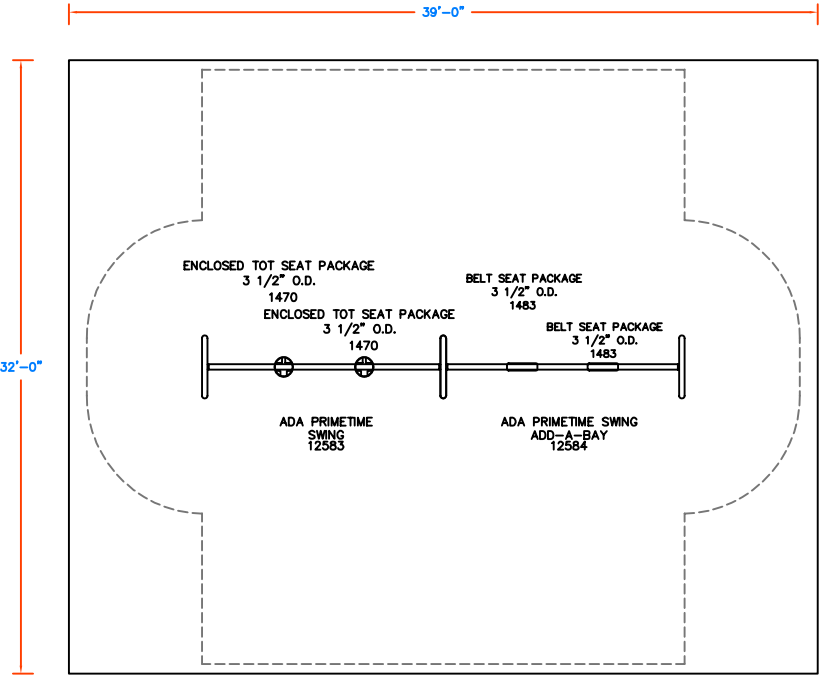
This play equipment is recommended for children ages 5 - 12 .

Soft, resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614.

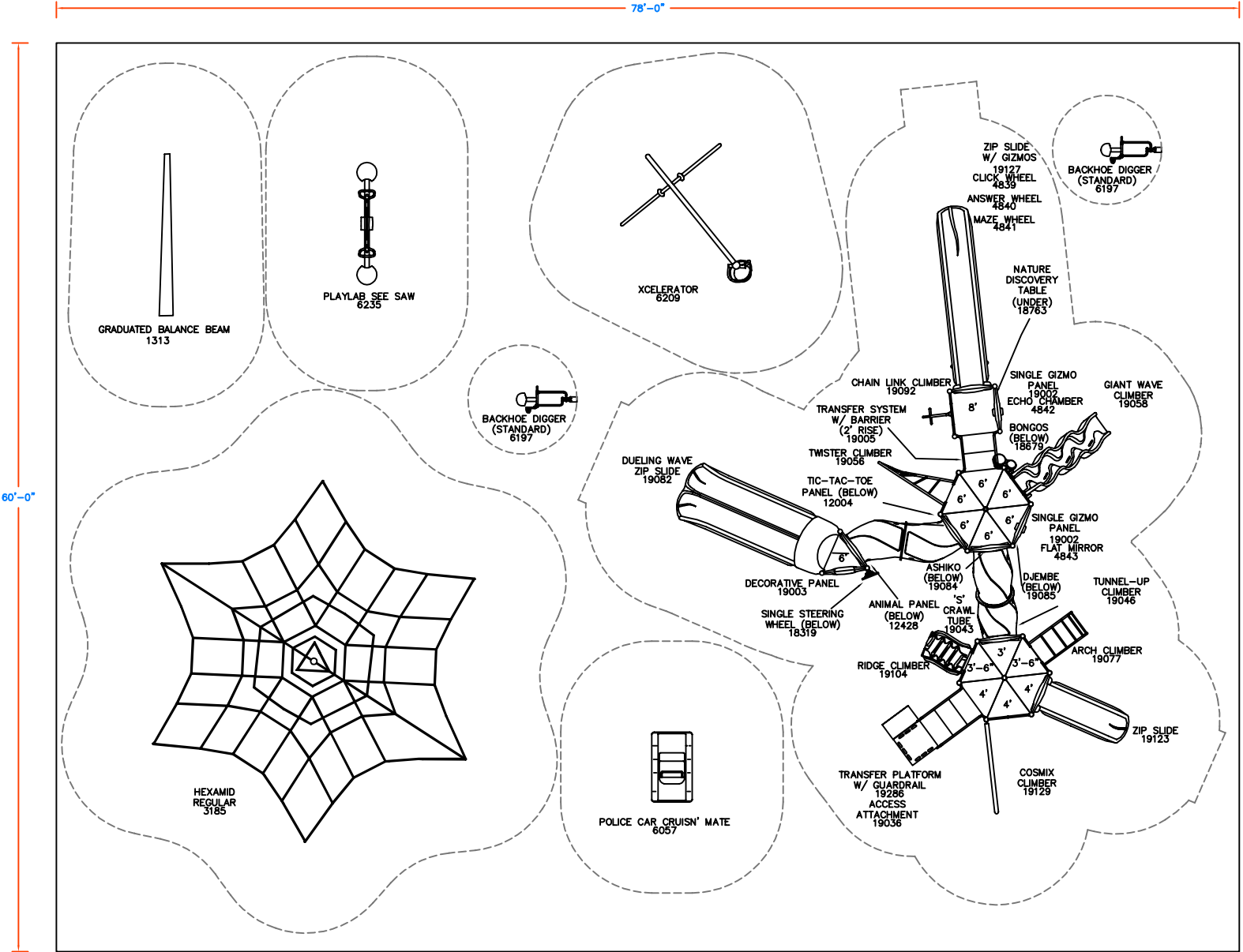
DAVID WILLIAMS & ASSOCIATES
1-800-762-7936
www.davidwilliamsassociates.com



Drawn By: KK/DM		Scale: 1" = 5'-0"
Date: 12.20.2016		
Drawing Name: KKLIONSPARKPHASE2-R1		
1	ADD HEXAMID KIDNETIX NET REMOVE CURBS	01 19 2016
No.	Revision	Date



SWINGS IN SEPARATE AREA





c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#45739

01/20/2017

Lions Park Phase 2-R1 - Sandusky

Sandusky, City of
Attn: Kelly Kromer
Lions Park
421 Lasalle Street
Sandusky, OH 44870
Phone: 419-627-5879
kkromer@ci.sandusky.oh.us

Project #: P21274
Ship To Zip: 44870

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Gametime - Primetime Play Structure (KKLIONSPARKPHASE2-R1)	\$40,728.00	\$40,728.00
1	3185	Gametime - Hexamid Regular	\$18,110.00	\$18,110.00
1	RDU	Gametime - Freestanding Play Components - Includes: Graduated Balance Beam, Police Car Crusin' Mate, (2) Backhoe Diggers, Xcelerator, & Playlab See Saw	\$9,805.00	\$9,805.00
1	RDU	Gametime - 2-Bay ADA PrimeTime Swing w/ (2) Enclosed Tot Seat Packages & (2) Belt Seat Packages	\$2,769.00	\$2,769.00
1	RDU	GT Impax - EWF-12 - 5,925 Sq Ft (293 CY) of Engineered Wood Fiber at 12" Compacted Depth	\$5,574.83	\$5,574.83

Contract: USC

SubTotal: \$76,986.83
Discount: (\$13,980.85)
Freight: \$2,877.34
Total Amount: \$65,883.32

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

US Communities Purchase Orders must be made out to:
GameTime
c/o David Williams & Associates, Inc.
P.O. Box 208
Harrison, OH 45030

Please issue one purchase order for the equipment and a separate purchase order for surfacing and/or equipment installation services.

GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#45739

01/20/2017

Lions Park Phase 2-R1 - Sandusky

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order. Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

eMail: _____

eMail: _____

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: **\$65,883.32**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Customer Signature

Quote prepared by: Debra Maue

Sales Representative: Kathy Kolanko

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE PLAYGROUND EQUIPMENT AND ASSOCIATED SURFACING FROM DAVID WILLIAMS & ASSOCIATES / GAMETIME OF ALLIANCE, OHIO, FOR LIONS PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and has designated U.S. Communities as the administrative and marketing conduit for distribution of the Master Agreements to participating public agencies; and

WHEREAS, David Williams & Associates is the GameTime playground representative for Ohio and Kentucky; and

WHEREAS, this playground area will feature a two (2) bay swing set consisting of two (2) tot swings and two (2) belt swings, a see saw, balance beam, police car crusin' mate (decaled in memory of Andy Dunn), backhoe diggers, xcelerator, and a play structure with a child capacity of 90-95 children as well as engineered wood fiber surfacing; and

WHEREAS, the total cost for this playground equipment and associated surfacing is \$65,883.32, and will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the playground equipment to be ordered by February 14, 2017, to ensure adequate time for delivery and installation for opening in Summer of 2017; 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 Services, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase playground equipment and associated surfacing from David Williams & Associates / GameTime of Alliance, Ohio, for Lions Park, at an amount **not to exceed** Sixty Five Thousand Eight Hundred Eighty Three and 32/100 Dollars (\$65,883.32) as reflected in the quotation submitted and dated January 20, 2017.

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

Website: www.ci.sandusky.oh.us
Facebook: www.facebook.com/sanduskypolice

To: Eric Wobser, City Manager
From: John Orzech, Police Chief
Date: January 27, 2017
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase fifteen (15) Cruiser Mobile Video Systems, software, hardware and components from L3 Mobile-Vision, Inc. of Rockaway, NJ through the State of Ohio's Cooperative Purchasing Program (Schedule #800312), at an amount not to exceed \$97,469.75.

BACKGROUND INFORMATION: The need to purchase and replace fifteen (15) Cruiser Mobile Video Systems, software, hardware and components has been determined by the Police Chief and IT Director, Stuart Hamilton.

In March, 2006, the department purchased fourteen in-car cruiser video camera and voice recorder systems, Ordinance 06-034, from L3 Communications, based on a recommendation from the Human Relations Commission.

In June, 2011, the department replaced the fourteen (14) in-car cruiser video camera and voice recorder systems, Ordinance 11-054, from L3 Communications, based on the necessity to update the software and hardware, due to some of the equipment breaking down and costly repairs.

It has been determined that the fourteen (14) in-car cruiser video camera and voice recorder systems need to be replaced in their entirety, to upgrade wiring harnesses, hardware, software, cameras, voice recorders and storage components. The warranty on the existing systems expired in June, 2016. The fleet has increased to fifteen (15) cruisers, due to the addition of a K9 vehicle. The department applied in May, 2016 for a grant from the Edward Byrne Memorial Justice Assistance Grant through the Ohio Office of Criminal Justice Services and was recently notified that the

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®

grant has been approved to purchase one (1) Cruiser Mobile Video System, software, hardware and components for the K9 vehicle, which requires a 25% local match.

The above Cruiser Mobile Video Systems, software, hardware and components are available through the State of Ohio's Cooperative Purchasing Program from L3 Mobile Vision, Inc. of Rockaway, NJ.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

BUDGETARY INFORMATION: The cost for the fifteen (15) Cruiser Mobile Video Systems from L3 Mobile-Vision, Inc is \$97,469.75 which will be paid \$82,431.23 from the Enforcement and Education Fund, approximately \$4,977.21 (75% federal share) from the Edward Byrne Memorial Justice Assistance Grant and the remaining balance will be paid with Capital Improvement Funds.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase fifteen (15) Cruiser Mobile Video Systems from L3 Mobile-Vision, Inc. of Rockaway, NJ through the State of Ohio's Cooperative Purchasing Program (Schedule #800312), at an amount not to exceed \$97,469.75. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to expedite the purchase of the video systems as the warranty on the existing video systems expired in June, 2016.

Approved:

I concur with this recommendation:

John Orzech, Police Chief

Eric Wobser, City Manager

cc: Hank Solowiej, Finance Director
Justin Harris, Law Director



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 206733129

Date January 30, 2017

Sold To

Sandusky Police Department

Shawn Patton
222 Meigs Street
Sandusky, OH 44870-2835

Phone 419-627-5901

Fax 419-334-6445

Ship To

Sandusky Police Department

Shawn Patton
222 Meigs Street
Sandusky, OH 44870-2835

Phone 419-627-5901

Fax 419-334-6445

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Ryan Phillips

None

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	15	FBHKS16ZNN1K2	FlashbackHD Syst, 16GBSD, OZ Cam, VLX, No-Mon, Blk-thru-hole-wifi/wifi/GPS Ant, Center Console/OH	\$4,200.00	\$63,000.00	
2	15	MVD-IR-CAM4	Camera, rear seat, IR kit. No integrated microphone.	\$250.75	\$3,761.25	
3	15	MVD-CRASH-BAT2	Collision Sensor: Triggers Flashback DVR into Record Mode in the event of a collision.	\$168.30	\$2,524.50	
4	15	MVD-FB-EMA-1Y	Flashback, In-Car Video System, 1 Year Warranty	\$299.00	\$0.00	
5	15	MVD-FB-EMA-1Y	Flashback, In-Car Video System, 1 Year Warranty	\$299.00	\$0.00	
6	15	MVD-EMA-SWR	PER DVR 1 year EMA. Applies to FB and Body worn devices (BodyVISION and VieVu)	\$70.00	\$0.00	
7	15	MVD-EMA-SWR	PER DVR 1 year EMA. Applies to FB and Body worn devices (BodyVISION and VieVu)	\$70.00	\$0.00	
8	1	DESR717	Kit, includes: Dell Power Edge T630 rack-mountable with dual Intel Xeon E5-2609-V3 Six Core Processors Processors, dual power supplies, 4 Ethernet ports with 17TB storage. Also includes: monitor, keyboard, mouse, USB Card reader, Dell PowerConnect 2808, and 2 Ethernet patch cables.	\$8,878.25	\$8,878.25	
9	1	MVD-DES-BTO-EOL	OS/DES SWR Installation on EOL Servers & Data Migration	\$750.00	\$0.00	
10	15	LPSSWFB3PGVVL	PatrolScout Live Package for FB3	\$137.50	\$2,062.50	
11	1	LPSSWRPKGSSO S	Patrol Scout Server OS Package, Window OS and VMware	\$743.75	\$743.75	
12	1	LPSSWR20SVRSW R	Software License, PatrolScout 20 Seat Server	\$2,124.15	\$2,124.15	
13	1	RIM6KN-1YEW	Rimage 6000N (Catalyst) 2 Blu Ray, with Everest 600 Printer (Windows 7). Includes a starter kit with 300 CDs, 200 DVD , CMY ribbon and Retransfer ribbon. Includes 1 year Rapid exchange warranty.	\$7,841.25	\$7,841.25	
14	4	MVD-AP-AN-IN	Kit, Indoor AP-802.11n over a or g. Includes antenna, POE injector, POE converter	\$636.65	\$2,546.60	

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 206733129

Date January 30, 2017

15 2 MVD-TRAN-OPS On site professional services \$1,806.25 \$3,612.50

Pricing in compliance with OH STS845 Index 800312
Additional 2 years of Hardware & Software EMA included at no charge

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to
waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	97,094.75
Tax	TBD
S&H	375.00
Total	97,469.75

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIFTEEN (15) CRUISER MOBILE VIDEO SYSTEMS AND ACCESSORIES THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FROM L3 MOBILE-VISION, INC., OF ROCKAWAY, NEW JERSEY, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Police Department purchased fourteen (14) in-car cruiser video camera and voice recorder systems from L3 Communications, based on a recommendation from the Human Relations Commission, and those fourteen (14) systems were replaced in June of 2011 based on the necessity to update the software and hardware due to the equipment breaking down and costly repairs; and

WHEREAS, a determination was made by the Police Chief and Information Technology Director that there is a need to replace the current fourteen (14) Cruiser Mobile Video Systems in their entirety to upgrade wiring harnesses, hardware, software, cameras, voice recorders and storage components as the warranty on the existing systems expired in June of 2016; and

WHEREAS, the Sandusky Police Department currently has fifteen (15) cruisers with the addition of a new K9 vehicle; and

WHEREAS, this City Commission approved the submission of a grant application to the Ohio Office of Criminal Justice Services (OCJS) for funding through the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program by Resolution 026-16R, passed on May 23, 2016, and was awarded funds for the purchase of one (1) Cruiser Mobile Video System, software, hardware and components for the K9 vehicle which has a 25% local match requirement; and

WHEREAS, the fifteen (15) Cruiser Mobile Video Systems and accessories, are available through the State of Ohio Cooperative Purchasing Program from LD Mobile-Vision, Inc., of Rockaway, New Jersey, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost for the fifteen (15) Cruiser Mobile Video Systems is \$97,469.75 of which \$82,431.23 will be paid with Enforcement and Education Funds, approximately \$4,977.21 (75% federal share) will be paid with awarded funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the remaining balance will be paid with Capital Improvement Funds: and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the purchase of the video systems as the warranty on the existing video systems expire in June of 2016; 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 Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase fifteen (15) Cruiser Mobile Video Systems through the State of Ohio Cooperative Purchasing Program from L3 Mobile-Vision, Inc., of Rockaway, New Jersey, at an amount **not to exceed** Ninety Seven

Thousand Four Hundred Sixty Nine and 75/100 Dollars (\$97,469.75).

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

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

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

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017

January 27, 2017

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Dave Degnan, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase one (1) Lucas 2.2 Chest Compression System from Physio-Control, Inc. of Redmond, WA through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800252 in an amount not to exceed \$13,148.60.

BACKGROUND INFORMATION: When performing manual CPR the paramedics have to switch out personnel performing the compressions as performing CPR can cause fatigue which can result in some delayed compressions. The Lucas 2.2 Chest Compression System allows for continuous chest compression with no interruptions as it delivers automatic CPR in a cardiac situation. The Fire Department field tested the Lucas 2.2 Chest Compression System for 6 months and found its potential to positively affect the outcome for the patients.

BUDGETARY INFORMATION: The total amount for the Lucas 2.2 Chest Compression System purchase is \$17,419.60 with a discount of \$4,271.00 through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800252 with a grand total of \$13,148.60. A grant in the amount of \$5,000.00 was received from the Michelle Wightman-Karrie Wieber Charitable Foundation bringing the grand total amount of \$8,148.60 which will be paid from the EMS account.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase one (1) Lucas 2.2 Chest Compression System from Physio-Control, Inc. of Redmond, WA through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800252 in an amount not to exceed \$13,148.60. A grant in the amount of \$5,000.00 was received from the Michelle Wightman-Karrie Wieber Charitable Foundation bringing the **grand total amount of \$8,148.60** which will be paid from the EMS account. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as there will be a price increase in March 2017.

Approved:

I concur with this recommendation:

Dave Degnan, Fire Chief

Eric Wobser, City Manager



Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To SANDUSKY FD
Attn: Adam Butler, Capt.
222 MEIGS ST
SANDUSKY, OH 44870
(419) 627-5822
abutler@ci.sandusky.oh.us

Quote Number 00063839
Revision # 3
Created Date 12/20/2016
Sales Consultant Jason C. Roberts
(330) 697-4428
FOB Destination
Terms All quotes subject to credit approval and the
following terms and conditions
NET Terms NET 30

Contract State of OH #800252

Expiration Date 3/17/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,220.00	-3,624.00	11,596.00	11,596.00
11576-000060	LUCAS Battery Desk-Top Charger	1.00	1,128.40	-325.20	803.20	803.20
11576-000071	LUCAS Power Supply	1.00	358.80	-115.80	243.00	243.00
11576-000039	LUCAS 2 Battery - Light Grey - Rechargeable LiPo	1.00	712.40	-206.00	506.40	506.40

Subtotal USD 13,148.60
Estimated Tax USD 0.00
Estimated Shipping & Handling USD 0.00

Grand Total USD 13,148.60

Pricing Summary Totals
List Price Total USD 17,419.60
Total Contract Discounts Amount USD -4,271.00
Total Discount USD 0.00
Trade In Discounts USD 0.00
Tax + S&H USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 13,148.60

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number JR/02814802/14507

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) LUCAS 2.2 CHEST COMPRESSION SYSTEM FROM PHYSIO CONTROL, INC. OF REDMOND, WASHINGTON, THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department desires to purchase a chest compression system that will allow for continuous chest compression without interruptions as it delivers automatic CPR in a cardiac situation and the Fire Department has field tested the Lucas 2.2 Chest Compression System for six (6) months and believe it has the potential to positively affect the outcome for patients receiving CPR; and

WHEREAS, the Chest Compression System is available through the State of Ohio Cooperative Purchasing Program from Physio-Control, Inc., of Redmond, Washington, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the Lucas 2.2 Chest Compression System is \$13,148.60, and will be paid with grant funds received from the Wightman/Wieber Charitable Foundation in the amount of \$5,000.00 and the remaining balance of \$8,148.60 will be paid with EMS 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 for the immediate placement of the order and avoid a price increase effective in March of 2017; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Fire Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 one (1) Lucas 2.2 Chest Compression System through the State of Ohio Cooperative Purchasing Program from Physio Control Inc., of Redmond, Washington, at an amount **not to exceed** Thirteen Thousand One Hundred Forty Eight and 60/100 Dollars (\$13,148.60).

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.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: February 13, 2017