



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 27, 2017
CITY HALL, 222 MEIGS STREET**

INVOCATION

N. Twine

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

**D. Waddington, G. Lockhart, W. Poole, D. Murray, N. Lloyd, N. Twine & D. Brady
November 13, 2017**

APPROVAL OF MINUTES

AUDIENCE PARTICIPATION

PROCLAMATION

Pastor Curtis Brown

PUBLIC HEARINGS

Aaron Klein, Director of Public Works

Renaming of a portion of Shelby Street

Arielle Blanca, Community Development Manager

Substantial Amendment to CDBG program

COMMUNICATIONS

CURRENT BUSINESS

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Victoria Kurt, Recreation Superintendent

CONTRACT WITH GREAT WHITE NORTH FOR DRAGON BOAT RACES IN 2018

Budgetary Information: The amount payable by the City of Sandusky Recreation Division to supplier, Great White North Communications, Ltd., under the agreement for the 2018 Dragons & Bacon Festival is \$14,540. A 25% deposit totaling \$3,635 is due upon signing the agreement on or before January 31, 2018. The city shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded. If paid, the city will recoup these costs from the registration fees paid by the participants.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a services agreement with Great White North Communications, Ltd., of Toronto, Ontario, for services related to the second annual Dragons and Bacon Festival for the Recreation Department.

SECOND READING

B. Submitted by Jeff Keefe, Project Engineer

UPDATE TO CHAPTER 933 - SEWER RATES

Budgetary Information: This change will maintain the current storm sewer rate for 2018 through 2020, and change the storm sewer rate structure for non-residential properties based on an equivalent residential unit in 2021. This change and funding has been incorporated into the five-year capital plan.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Nine (Streets, Utilities and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.25 (Rates) of the codified ordinances of the City of Sandusky in the manner and way specifically set forth hereinbelow.

C. Submitted by Hank Solowiej, Finance Director

AMENDMENT #7 TO 2017 BUDGET

Budgetary Information: Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: additional expenses related to horticultural services, building maintenance, marina and boat ramp operations; Municipal Court – additional funds for supplies and materials; Venice Heights Boulevard reconstruction project; Sandusky Bay Strategic Restoration initiative; Sandusky Bay Pathway project; WWTP digester building roof project and memorial bench purchase from the park trust account.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment #7 to Ordinance 17-064 passed by this City Commission on March 27, 2017, making general appropriations for the FY 2017; 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

VENICE ROAD CHANGE ORDER (DEDUCT)

Budgetary Information: Change Order #1 and final, a deduction in the amount of \$1,537.44 will revise the contract amount to \$23,869.56 and will be paid with sewer funds from the operation and maintenance budget.

Summary of Change Order #1 and Final

ITEM #1, sewer cleaning	-\$27.84
ITEM #2, CCTV inspection of cleaned sewers	-9.60
ITEM #2, contingency	<u>-1,500.00</u>
TOTAL FOR CHANGE ORDER #1 AND FINAL	-1,537.44

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by C & K Industrial Services, Inc. of Cleveland, Ohio, for the Venice Road 30” sanitary sewer cleaning project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Tim Bergeman, Transit Administrator

TRANSPORTATION SERVICES AGREEMENT WITH ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Budgetary Information: STS will bill for trips consumed by individuals who are enrolled with the Erie County Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2018.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities for the period of January 1, 2018 through December 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA

1. Submitted by Arielle Blanca, Community Development Manager

CDBG FY 2017 SUBSTANTIAL AMENDMENT

Budgetary Information: There are no funds required to implement this amendment as all funds are currently allocated to the city through the existing and past CDBG grants.

ORDINANCE NO. _____: It is requested an ordinance be passed approving a substantial amendment to the city’s FY 2017 one-year Action Plan for the Community Development Block Grant program year of July 1, 2017 through June 30, 2018, and authorizing and directing the City Manager to submit the amended Action Plan to the United States Department of Housing & Urban Development; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

2. Submitted by Maria Muratori, Development Specialist

APPROVAL OF GRANT AGREEMENT FOR TIM DORSEY FITNESS, LLC

Budgetary Information: The city will be responsible for providing a total of \$17,690.10 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$17,690.10 through the small business assistance and signage grant programs to Tim Dorsey Fitness, LLC, in relation to the property located at 301 East Market Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

3. Submitted by Maria Muratori, Development Specialist

APPROVAL OF GRANT AGREEMENT FOR DERRICK’S MOBILE DINER

Budgetary Information: The city will be responsible for providing a total of \$20,742.71 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$20,742.71 through the small business assistance and signage grant programs to Derrick’s Mobile Diner, LLC, in relation to the property located at 1109 Warren Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

4. Submitted by Trevor Hayberger, Assistant Law Director

4TH AMENDMENT WITH FIRSTENERGY SOLUTIONS CORPORATION FOR ELECTRIC AGGREGATION PROGRAM

Budgetary Information: The rates for electric generation will be six percent off of the Ohio Edison “Price to Compare” for residents and four percent off of the Ohio Edison “Price to Compare” for small commercial accounts. There is no direct cost to the city to approve this ordinance.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a fourth amendment to the Master Agreement with FirstEnergy Solutions Corporation to provide electricity to both residential and small commercial customers within the City of Sandusky’s aggregation program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

5. Submitted by Aaron Klein, Director of Public Works

PURCHASE OF VIBRO SCREEN EQUIPMENT FROM KM SMITH EQUIPMENT, LLC

Budgetary Information: The purchase of this piece of equipment shall not exceed \$40,000 and shall be paid with available funds in the current 2017 operating and maintenance budgets as follows:

Sewer Maintenance	\$12,000.00
Water Distribution:	\$12,000.00
Waste Water Pollution Control:	\$12,000.00
Street Maintenance	\$4,000.00

If this piece of equipment were purchased new, it would cost over \$50,000. Only two used pieces of equipment, similar to this one, were found online. One in New York was \$38,000 prior to shipping costs and the other was also in New York for \$44,500 prior to shipping costs. A cost savings will certainly be recognized by reducing the needed volume of new backfill materials purchased annually. However, this was not reflected in the Sewer Maintenance, Water Distribution or Street operating and maintenance budgets for 2018 because it is tough to estimate. A cost savings will also be recognized via reduction of landfill disposal costs. The 2018 operating and maintenance budgets already reflect a combined savings of \$30,000 between Sewer Maintenance, Water Distribution, Street Maintenance and Waste Water Pollution Control. With this conservative annual savings, the return on this investment would be less than 16 months.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept an offer from KM Smith Equipment, LLC, of Milan, Ohio, to purchase a 2013 Vibrotech vibroscreen SCM-40 in the amount of \$40,000 for use by several city divisions; 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 Channel 76

Monday, November 27 at 8:30 a.m.

Tuesday, November 28 at 5 p.m.

Monday, December 4 at 8:30 p.m.

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

PROCLAMATION

A Proclamation honoring and remembering Pastor Curtis Asa Brown for his civic accomplishments, and for being a loving and devoted son, brother, husband, father, grandfather, uncle, cousin, friend and community servant.

WHEREAS, Curtis Brown was the fourth of five sons born to Bradley and Amanda Brown in Clearview, Oklahoma in 1925, and graduated from Clearview High School in 1942; and

WHEREAS, Curtis Brown enlisted in the United States Army and served his country from September 11, 1943 to February 22, 1946 spending 22 months of his enlistment overseas in the Pacific Theater of Operations; and

WHEREAS, Curtis Brown enrolled in Langston University in 1947 and during his second year there, felt the call of God and in 1949 enrolled at the Oklahoma School of Religion majoring in Biblical Theology while simultaneously attending classes at Langston University and became united with the New Hope Baptist Church in Langston, Oklahoma; and

WHEREAS, Pastor Brown became an ordained minister after earning his Bachelor of Theology degree from Oklahoma School of Religion and became Pastor of Mount Gilead Baptist Church in Spencer, Oklahoma and after relocation to Ohio in 1966, became Pastor of the Ebenezer Baptist Church until December, 2007; and

WHEREAS, Pastor Brown met and married his life partner, Dolores Boulware in 1954 who raised their children together – Eric, Zachary, Timothy, Suzanne, Stephanie, Valerie, and Tamara and their foster son, Alvin, and was blessed with 20 grandchildren, 18 great grandchildren and three great-great grandchildren; and

WHEREAS, Pastor Brown received many awards and commendations during his lifetime including the Outstanding Support & Christian Service Award by Langston University, Outstanding Community Service & Leadership Award from The Caucus for the Preservation of Black History, Father of the Year by Lakeview Chapter 65 Order of Eastern Star, NAACP Leadership Award from the Sandusky branch and a Certificate of Honor from the Interdenominational Ministerial Alliance; and

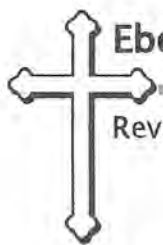
WHEREAS, Pastor Brown has come to be known as a praying man who offered up words of prayer to persons from all walks of life and regardless of their denomination;

NOW THEREFORE, the City of Sandusky recognizes and honors

“Pastor Curtis A. Brown”

on this 20th day of November, 2017, and on behalf of the citizens of Sandusky, expresses to the family of our deepest sympathy at the loss of such a great man.

Dennis E. Murray, Jr.
President, Sandusky City Commission



August 15, 2017

Elisabeth Sowecke
Department of Public Works
222 Meigs Street
Sandusky, Ohio 44870

Dear Elisabeth Sowecke,

The Ebenezer Baptist Church was founded on July 4, 1920 and was initially located at 1224 South Depot St. The church relocated to 908 South Depot St on October 20, 1929. The Ebenezer Baptist Church then moved into our current location on 1215 Pierce Street, Sandusky Ohio on April 30, 1978. The purpose for establishing the organization was to establish a place of worship and religious instruction for its members and the community, through preaching teaching and other forms of religious activity; to be known as a Baptist church interpreting and practicing the scriptures according to the Baptist tradition.

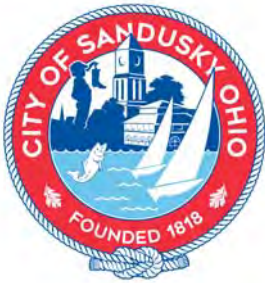
The theme scripture that has been adopted by our church congregation is 1 Samuel 7: 12 "Then Samuel took a stone, and set it between Mizpah and Shen and called the name of it Eben-ezer saying, Hitherto hath the LORD helped us." For over 97 years Ebenezer Baptist Church has been a steadfast church within the Sandusky community. Our outreach has ranged from feeding those that are less fortunate to starting a day care center which is currently the CAC (Erie County Community Action Coalition), to supporting educational initiatives such as tutoring, providing scholarships and Christian education. Today we continue to be a shining light within our community filling in the gap whenever and wherever we are called upon.

Under Ohio codified ordinance 732.04 we are officially requesting that Shelby Street which connects Filmore Street and Pierce Street, be renamed to Ebenezer Crossing. We are petitioning this street name change as the prelude as we begin to celebrate the Centennial Anniversary of the Ebenezer Baptist Church on July 4, 2020. We propose that the renaming of Shelby Street to Ebenezer Crossing be celebrated with the placing of a new street sign ceremony to take place on October 5, 2017 at 12:30pm on the grounds of the Ebenezer Baptist Church.

Sincerely,

Ebenezer Baptist Church Centennial Committee

Cc: Ebenezer Baptist Church Trustee Board
Fireland's Regional Medical Center



To: Eric Wobser, City Manager

From: Victoria Kurt, Recreation Superintendent

Date: November 1, 2017

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation for approval to enter into a services agreement with Great White North (GWN) Communications, LTD. for the operation of the 2nd Annual Dragon Boat Races event; Dragons & Bacon Fest, hosted by City of Sandusky Recreation Division and presenting sponsor Lake Erie Shores and Islands.

BACKGROUND INFORMATION:

- GWN Dragon Boat supplies and supports the sport of dragon boat racing. The City of Sandusky is requesting approval to hire the supplier to perform certain services and to lease dragon boats and accessories for the Dragons & Bacon Fest that is proposed to be held on Saturday, September 15, 2018 at the Paper District Marina.
- The Supplier will operate the full dragon boat race procedure and provide 3 dragon boats (40' length) that can hold up to 22 paddlers, 22 dragon boat paddles, 1 steering oar, 22 personal floatation devices (PFDs) and 3 boat fenders per dragon boat.
- City of Sandusky Recreation Division and Dragons & Bacon Fest Committee will be responsible for obtaining the Dragon Boat race team fees to meet or exceed the \$14,450.00 owed to GWN Communications, LTD. A 25% deposit is required upon entering the service agreement. Dragons & Bacon Fest Committee will be able to obtain a maximum of 21 teams of 22 paddlers for the event.
- City of Sandusky shall have the right to terminate the service agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded.

BUDGETARY INFORMATION: The amount payable by the City of Sandusky Recreation Division to Supplier, GWN Communications, LTD. under the agreement for the 2018 Dragons & Bacon Fest is US \$14,540.00. A 25% deposit totaling \$3,635.00 is due upon signing the agreement, on or before January 31, 2018. City of Sandusky shall have the right to terminate the agreement due to the cancellation of the event or lack of team registrations, if written notice of cancellation is received before August 16, 2018, at which the 25% deposit will be refunded. If paid, the City will recoup these costs from the registration fees paid by the participants.

ACTION REQUESTED: It is requested that the proper legislation be prepared to allow for the approval to enter a services agreement with Great Wight North (GWN) Communications, LTD.

Approved:

Eric Wobser,
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE SECOND ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT.

WHEREAS, the City is hosting and organizing the Second Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 15, 2018, at the Paper District Marina; and

WHEREAS, Great White North Communications, Inc. supplies and supports the sport of dragon boat racing and will be providing consulting services, event management services, and dragon boat and accessory sales and leases for the Dragons and Bacon Festival; and

WHEREAS, the cost of these services is \$14,450.00, which includes a 25% deposit of \$3,635.00 that is due upon execution of agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 16, 2018, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; 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. The City Manager be and hereby is authorized to execute a Services Agreement with Great White North Communications, LTD, for services related to the Second Annual Dragons and Bacon Festival for the Sandusky Recreation Department, 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 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: November 27, 2017 (effective after 30 days)



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeff Keefe, P.E., CPESC, CPSWQ

Date: November 1, 2017

Subject: Commission Agenda Item – 2017 Updated Sewer Regulations and Rates Ordinance

ITEM FOR CONSIDERATION: Legislation to amend the Sewer Regulations and Rates in the City's Codified Ordinances for updated storm sewer rates. The proposed amendments include Section 933.25.

BACKGROUND INFORMATION: The purpose of this modification of the Sewer Regulations and Rates Ordinance is to maintain the current storm sewer rate to and defer the change to an ERU (Equivalent Residential Unit) from January 2018 to December 2020. This will allow for additional public outreach and education.

BUDGETARY INFORMATION: This change will maintain the current storm sewer rate for 2018 thru 2020, and change the storm sewer rate structure for non-residential properties based on an ERU (Equivalent Residential Unit) in 2021. This change and funding has been incorporated into the 5 Year Capital Plan.

ACTION REQUESTED: It is recommended that proper legislation be prepared to amend the Sewer Regulations and Rates in the City's Codified Ordinances Chapter 933.25 be approved.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART NINE (STREETS, UTILITIES, AND PUBLIC SERVICES CODE), TITLE THREE (UTILITIES), CHAPTER 933 (SEWER REGULATIONS AND RATES) SECTION 933.25 (RATES) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the City Commission amended Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.25 (Rates) of the Codified Ordinances of the City of Sandusky for the purpose to increase rates to fund improvements associated with the wastewater utility, provide for operation and maintenance costs and meet mandated improvements by the Ohio Environmental Protection Agency by Ordinance 15-021, passed on February 9, 2015; and

WHEREAS, this City Commission approved amendments to Part Nine (Streets, Utilities, and Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates) Section 933.25 (Rates) of the Codified Ordinances of the City of Sandusky to maintain the current Storm Water charge of \$3.00 per property for CY 2017 and defer the change to a charge at \$3.00 per Equivalent Residential Unit (ERU) until CY 2018 to allow for additional public outreach and education by Ordinance No. 16-175, passed on October 24, 2016; and

WHEREAS, this proposed amendment to Chapter 933 will allow the continuance of the current Storm Water charge of \$3.00 per property for CY 2018 through CY 2020 and defer the change to charge per Equivalent Residential Unit (ERU) until CY 2021 to allow for additional public outreach and education; 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 of the City of Sandusky, Ohio and, NOW, THEREFORE,

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

**NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT**

Section 1. Part Nine (Streets, Utilities, And Public Services Code), Title Three (Utilities), Chapter 933 (Sewer Regulations and Rates), Section 933.25 (Rates) of the Codified Ordinances of the City are hereby amended as follows:

933.25 RATES.

Each user connected to the City system shall pay charges equal to the sum of subsections (a) and (b) hereof according to the size of the water meter in subsection (a) hereof and quantity of wastewater in subsection (b) hereof.

MONTHLY

- (a) Meter charge - (minimum) inside City users only: includes 100 cubic feet of use monthly:

Step 1: Effective April 1, 2015

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	2.57	1.22	4.96	8.75
3/4"	3.86	1.22	4.96	10.04
1'	6.43	1.22	4.96	12.61
1-1/2"	12.85	1.22	4.96	19.03
2"	20.56	1.22	4.96	26.74
3"	38.55	1.22	4.96	44.73
4"	64.25	1.22	4.96	70.43
6"	128.50	1.22	4.96	134.68
8"	205.60	1.22	4.96	211.78
10"	295.55	1.22	4.96	301.73
12"	552.55	1.22	4.96	558.73

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	192.75	1.22	4.96	198.93
6"	706.75	1.22	4.96	712.93
9"	1,580.55	1.22	4.96	1,586.73
12"	2,878.40	1.22	4.96	2,884.58

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 2: Effective January 1, 2016

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	3.48	1.26	6.20	10.94
3/4"	5.22	1.26	6.20	12.68
1'	8.70	1.26	6.20	16.16
1-1/2"	17.40	1.26	6.20	24.86
2"	27.84	1.26	6.20	35.30
3"	52.20	1.26	6.20	59.66
4"	87.00	1.26	6.20	94.46
6"	174.00	1.26	6.20	181.46
8"	278.40	1.26	6.20	285.86
10"	400.20	1.26	6.20	407.66
12"	748.20	1.26	6.20	755.66

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	261.00	1.26	6.20	268.46
6"	957.00	1.26	6.20	964.46
9"	2,140.20	1.26	6.20	2,147.66
12"	3,897.60	1.26	6.20	3,905.06

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 3: Effective January 1, 2017

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.62	1.30	7.75	13.67
3/4"	6.93	1.30	7.75	15.98
1'	11.55	1.30	7.75	20.60
1-1/2"	23.10	1.30	7.75	32.15
2"	36.96	1.30	7.75	46.01
3"	69.30	1.30	7.75	78.35
4"	115.50	1.30	7.75	124.55
6"	231.00	1.30	7.75	240.05
8"	369.60	1.30	7.75	378.65
10"	531.30	1.30	7.75	540.35
12"	993.30	1.30	7.75	1,002.35

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	346.50	1.30	7.75	355.55
6"	1,270.50	1.30	7.75	1,279.55
9"	2,841.30	1.30	7.75	2,850.35
12"	5,174.40	1.30	7.75	5,183.45

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.

The Storm Water charge will be \$3.00 per property.

Step 4: Effective January 1, 2018

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	4.88	1.34	8.14	14.36
3/4"	7.32	1.34	8.14	16.80
1'	12.20	1.34	8.14	21.68
1-1/2"	24.40	1.34	8.14	33.88
2"	39.04	1.34	8.14	48.52
3"	73.20	1.34	8.14	82.68
4"	122.00	1.34	8.14	131.48

6"	244.00	1.34	8.14	253.48
8"	390.40	1.34	8.14	399.88
10"	561.20	1.34	8.14	570.68
12"	1,049.20	1.34	8.14	1,058.68

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	366.00	1.34	8.14	375.48
6"	1,342.00	1.34	8.14	1,351.48
9"	3,001.20	1.34	8.14	3,010.68
12"	5,465.60	1.34	8.14	5,475.08

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$3.00 per ~~propertyEquivalent Residential Unit.~~

Step 5: Effective January 1, 2019

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.02	1.38	8.39	14.79
3/4"	7.53	1.38	8.39	17.30
1'	12.55	1.38	8.39	22.32
1-1/2"	25.10	1.38	8.39	34.87
2"	40.16	1.38	8.39	49.93
3"	75.30	1.38	8.39	85.07
4"	125.50	1.38	8.39	135.27
6"	251.00	1.38	8.39	260.77
8"	401.60	1.38	8.39	411.37
10"	577.30	1.38	8.39	587.07
12"	1,079.30	1.38	8.39	1,089.07

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	376.50	1.38	8.39	386.27
6"	1,380.50	1.38	8.39	1,390.27
9"	3,087.30	1.38	8.39	3,097.07
12"	5,622.40	1.38	8.39	5,632.17

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$3.00 per ~~propertyEquivalent Residential Unit.~~

Step 6: Effective January 1, 2020

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.17	1.42	8.64	15.23

3/4"	7.76	1.42	8.64	17.82
1'	12.93	1.42	8.64	22.99
1-1/2"	25.85	1.42	8.64	35.91
2"	41.36	1.42	8.64	51.42
3"	77.55	1.42	8.64	87.61
4"	129.25	1.42	8.64	139.31
6"	258.50	1.42	8.64	268.56
8"	413.60	1.42	8.64	423.66
10"	594.55	1.42	8.64	604.61
12"	1,111.55	1.42	8.64	1,121.61

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	387.75	1.42	8.64	397.81
6"	1,421.75	1.42	8.64	1,431.81
9"	3,179.55	1.42	8.64	3,189.61
12"	5,790.40	1.42	8.64	5,800.46

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$4.00 per ~~property~~Equivalent Residential Unit.

Step 7: Effective January 1, 2021

Meter size	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
5/8"	5.33	1.46	8.90	15.69
3/4"	8.00	1.46	8.90	18.36
1'	13.33	1.46	8.90	23.69
1-1/2"	26.65	1.46	8.90	37.01
2"	42.64	1.46	8.90	53.00
3"	79.95	1.46	8.90	90.31
4"	133.25	1.46	8.90	143.61
6"	266.50	1.46	8.90	276.86
8"	426.40	1.46	8.90	436.76
10"	612.95	1.46	8.90	623.31
12"	1,145.95	1.46	8.90	1,156.31

Gravity Flume	Capital Charge	Billing Charge	Commodity Charge	Monthly Charge
	\$/Month	\$/Month	\$/Month	\$/Month
3"	399.75	1.46	8.90	410.11
6"	1,465.75	1.46	8.90	1,476.11
9"	3,277.95	1.46	8.90	3,288.31
12"	5,969.60	1.46	8.90	5,979.96

All over 100 cubic feet shall pay the commodity charge above, per 100 cubic feet.
The Storm Water charge will be \$4.00 per Equivalent Residential Unit.
(Ord. 16-175, Passed 10-24-16).

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. This Ordinance shall be in full force and effect from and after January 1, 2018.

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

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

Passed: November 27, 2017 (effective after 30 days)



DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: November 21, 2017

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #7 to the 2017 General Appropriations. The final amendment of 2017 will be presented at the December 22, 2017, City Commission meeting.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the budget for previous actions of the City. Examples include, but are not limited to:

boat Additional expenses related to horticultural services, building maintenance, marina, and
ramp operations
Municipal court – additional funds for supplies/materials
Venice Heights Blvd Reconstruction project
Sandusky Bay Strategic Restoration initiative
Sandusky Bay Pathway project
WWTP digester building roof project
Memorial bench purchase from the Park Trust account

Please contact the Finance Director if there are any questions.

ACTION REQUESTED:

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

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 7 TO ORDINANCE NO. 17-064 PASSED BY THIS CITY COMMISSION ON MARCH 27, 2017, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2017 Operating Budget by Ordinance No. 17-064, passed on March 27, 2017; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Transit, State & Federal Grants, Enforcement & Education, Capital Projects, Special Assessment, Water, Sewer, General Trust, and Park Endowment Funds by Ordinance No. 17-083, passed on April 24, 2017; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, State, Capital Projects, Water, and Sewer Funds by Ordinance No. 17-097, passed on May 22, 2017; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Capital Projects, and General Trust Funds by Ordinance No. 17-125, passed on June 26, 2017; and

WHEREAS, this City Commission adopted Amendment No. 4 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the Transit, State Grants, Special Assessment, Sewer, and General Trust Funds by Ordinance No. 17-161, passed on August 28, 2017; and

WHEREAS, this City Commission adopted Amendment No. 5 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, and Transit Funds by Ordinance No. 17-182, passed on September 25, 2017; and

WHEREAS, this City Commission adopted Amendment No. 6 to Ordinance No. 17-064 to cover deficiencies or needs which existed in the General, Indigent Drive Alcohol Trust, Capital Projects, Water, and Sewer Funds by Ordinance No. 17-192, passed on October 23, 2017; and

WHEREAS, this Ordinance has been prepared to cover other deficiencies or needs which exist in the General, Parks & Recreation, Federal Grant, Court Computer, Capital Projects, Special Assessment, Water, Sewer, and General Trust Funds; and

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

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 17-064 passed by this City Commission on the 27th day of March, 2017, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
HORTICULTURAL SERVICES	-	10,000	10,000
JACKSON ST PIER	-	200	200
MUNICIPAL COURT	-	5,000	5,000
BUILDING MAINTENANCE	-	5,000	5,000
GENERAL FUND		20,200	20,200
PAPER DISTRICT MARINA	-	2,000	2,000
PAVILION	-	(1,000)	(1,000)
BOAT LAUNCH RAMP	2,000	(3,000)	(1,000)
PARKS & RECREATION FUND	2,000	(2,000)	0
HUD CDBG	60,000	(60,000)	0
FEDERAL GRANTS FUND	60,000	(60,000)	0
COURT COMPUTER FUND	3,000	(3,000)	0
POLICE PATROL	-	(23,000)	(23,000)
EMS	-	(100,000)	(100,000)
SANDUSKY BAY PATHWAY	-	23,000	23,000
RECREATION IMPROVEMENTS	-	(55,000)	(55,000)
SAND BAY STRATEGIC RESTORATION INITIATIVE	-	100,000	100,000
NEIGHBORHOOD INITIATIVE	-	(180,000)	(180,000)
ODNR GRANTS	-	(240,000)	(240,000)
PUBLIC WORKS	-	500,000	500,000
FLEET MAINTENANCE	-	(25,000)	(25,000)
CAPITAL PROJECTS FUND	-	-	0
RENTAL REGISTRATION FEE	40,000	-	40,000
SPECIAL ASSESSMENT FUND	40,000	-	40,000
ADMINISTRATIVE SUPPORT	150,000	-	150,000
BIWW BUILDING IMPROVEMENTS	-	(150,000)	(150,000)
WATER FUND	150,000	(150,000)	0
ADMINISTRATIVE SUPPORT	150,000	-	150,000
WPC BUILDING IMPROVEMENTS	-	50,000	50,000
STORM WATER ERU	-	(175,000)	(175,000)
VENICE RD PUMP STATION	-	25,000	25,000
GENERAL PLAN	-	(50,000)	(50,000)

SEWER FUND	150,000	(150,000)	0
POLICE	-	(2,000)	(2,000)
PARK TRUST		2,000	2,000
GENERAL TRUST FUND	-	-	0
TOTAL ALL FUNDS	405,000	(344,800)	60,200

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

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

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

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

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

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

Passed: November 27, 2017



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: November 14, 2017

Subject: Commission Agenda Item- Venice Road 30" Sanitary Sewer Cleaning Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the Venice Road 30" Sanitary Sewer Cleaning Project.

BACKGROUND INFORMATION: This project was awarded to C&K Industrial Services, Inc. at the July 10, 2017 city commission meeting per ordinance 17-136 in the amount of \$25,407.00.

The existing 30" sanitary sewer is located along the south side of Venice Road at the Thorpe Drive intersection extending east to Edgewater Drive. As part of the Bay View Project, Erie County cleaned approximately 500 linear feet of the existing 30" sanitary sewer from Thorpe Drive to the manhole in front of #4304 Venice Road to allow video inspection to determine the location of sanitary service laterals along Venice Road before this section of pipe was slip lined under their contract. This project cleaned 3,060.20 feet to gain full capacity in the existing 30" sanitary sewer.

BUDGETARY INFORMATION: Change Order No. 1 and final, a deduct in the amount of \$1,537.44 will revise the contract amount to \$23,869.56 and will be paid with Sewer Funds from the O&M budget.

Summary of Change Order No. 1 and Final	
Item 1-Sewer Cleaning	-\$27.84
Item 2-CCTV Inspection of Cleaned Sewers	-\$9.60
Item 2-Continuity	-\$1,500.00
Total for Change Order No. 1 and Final	-\$1,537.44

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 and Final for final quantities for the Venice Road 30" Sanitary Sewer Cleaning Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the project can be closed out this year.

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

Change Order No. 1 & Final

CONTRACT: 2882

ORDINANCE NO. 17-136

Contractor: **C & K Industrial Services, Inc**

5617 Schaaf Road Independence, OH 44131

STREET OR LOCATON OF WORK: Venice Road 30" Sewer Cleaning Project

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Total ADDITION	Total DEDUCT
1	MISC	3065.00	3060.20	-4.80	LF	Sewer Cleaning	\$5.80	\$17,777.00		-27.84
2	MISC	3065.00	3060.20	-4.80	LF	CCTV Inspection of Cleaned Sewers	\$2.00	\$6,130.00		-9.60
3	MISC	1.00	0.00	-1.00	LS	Contingency-to be used as directed by the Engineer	\$1,500.00	\$1,500.00		-1,500.00

Original Contract Amount=	\$25,407.00
Total Deduct Amount=	-\$1,537.44
Revised Contract Amount=	\$23,869.56

Explanation: Change order reflects work performed in the field.

Accepted; _____
Contractor

Date: _____, 2017

Accepted; _____
Director of Public Works

Date: _____, 2017

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY C & K INDUSTRIAL SERVICES, INC., OF CLEVELAND, OHIO, FOR THE VENICE ROAD 30” SANITARY SEWER CLEANING 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 Venice Road 30” Sanitary Sewer Cleaning Project by Resolution No. 029-17R, passed on May 22, 2017; and

WHEREAS, the existing 30” sanitary sewer is located along the south side of Venice Road at the Thorpe Drive intersection extending east to Edgewater Drive and as part of the Bay View Project, Erie County cleaned approximately 500 linear feet of the existing 30” sanitary sewer from Thorpe Drive to the manhole in front of #4304 Venice Road to allow video inspection to determine the location of sanitary service laterals along Venice prior to slip-lining this section of sewer; and

WHEREAS, this City Commission approved the awarding of the contract to C & K Industrial Services, Inc., of Cleveland, Ohio, for work to be performed for the Venice Road 30” Sanitary Sewer Cleaning Project by Ordinance No. 17-136, passed on July 10, 2017; and

WHEREAS, this First & Final Change Order reflects the unused contingency amount and two (2) items changes and these items are listed as follows:

1. Sewer Cleaning	DEDUCT	(\$27.84)
2. CCTV Inspection of Cleaned Sewers	DEDUCT	(\$9.60)
3. Unused Contingency	DEDUCT	(\$1,500.00)
	TOTAL	(\$1,537.44)

WHEREAS, the original contract with C & K Industrial Services, Inc. was \$25,407.00, which included a \$1,500.00 contingency amount, and with the **deduction** of this First & Final Change Order in the amount of \$1,537.44, the final contract cost is \$23,869.56, and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to close out the completed project this year; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Venice Road 30" Sanitary Sewer Cleaning Project and to deduct from the contract amount the sum of One Thousand Five Hundred Thirty Seven and 44/100 Dollars (\$1,537.44) resulting in the final contract cost of Twenty Three Thousand Eight Hundred Sixty Nine and 56/100 Dollars (\$23,869.56) with C & K Industrial Services, Inc., of Cleveland, Ohio.

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.

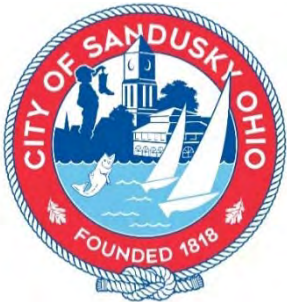
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: November 27, 2017



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Tim Bergeman, Transit Administrator

DATE: November 14, 2017

SUBJECT: **Erie County Board of Developmental Disabilities Contact for Transportation Services**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a one (1) year contract for transportation services between the City of Sandusky and the Erie County Board of Developmental Disabilities.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) is currently a contracted transportation provider of the Erie Board of Developmental Disabilities. This contract was entered on April 1, 2017 and will expire December 31, 2017.

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

STS will provide safe, reliable, transportation services to individuals served by the Erie Board of Developmental Disabilities throughout Erie County. These individuals are transported on schedules developed with input from various members of the individual's support team. This contract will be in effect for a term of one (1) year from January 1, 2018 through December 31, 2018 at a rate of \$19.31 per trip and \$15.00 per punch card.

STS will provide the Erie Board of Developmental Disabilities with reports, training records, and other information, that is proposed in said contract. The money received from this contract will help meet the local match requirements for all Ohio Department of Transportation (ODOT) Transit grants.

BUDGET IMPACT: STS will bill for trips consumed by individuals who are enrolled with Erie Board of Developmental Disabilities and eligible for transportation services. The revenue from this agreement will be used as matching grant funds for the Ohio Department of Transportation (ODOT) Program grant. This contract is expected to provide approximately 10,500 trips and generate over \$200,000 in 2018.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a contract for transportation services with Erie County Board of Developmental Disabilities from January 1, 2018 to December 31, 2018. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to approve the terms of the agreement and execute the contract prior to the deadline date of November 30, 2017. I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Director of Planning

Tim Bergeman
Transit Administrator

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director
Justin Harris, Law 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 THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2018, THROUGH DECEMBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals for over two (2) decades and proposes to continue this service; and

WHEREAS, the Sandusky Transit System will receive \$19.31 per trip from ECBDD pursuant to the proposed agreement and these funds received will be used as matching funds for the Ohio Department of Transportation Rural Transit Program 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 prior to the commencing date of January 1, 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2018, to December 31, 2018, 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: November 27, 2017

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

Provider Name: City of Sandusky
(Sally Poggiali)
Tim Bergeman

Address: 1230 North Depot Street
Sandusky, Ohio 44870

Phone: 621-8462
419-627-5849

Email: ~~spoggiali@ci.sandusky.oh.us~~
tbergeman

This Contract shall be in effect from **January 1, 2018** through **December 31, 2018**, unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible Individuals as indicated in the Most Valuable Person (MVP) (previously known as Individual Service Plan "MVP") and Support Budget.

Services:	Transportation	\$19.31 per trip
	Transportation	\$15.00 punch card

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

I. DEFINITIONS

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

II. GENERAL TERMS AND AGREEMENTS

- A. The Provider understands that he/she is contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD while providing MVP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The Provider understands the Erie County Board of DD, its staff or management does not assume any liability for the Provider's actions or quality of care provided by the Provider while delivering services.
- C. There will be no reconciliation of this contract as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual; unless otherwise noted in the MVP.

- D. The Provider shall provide notice of major unusual incidents pertaining to the Individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, or national origin.
- F. Bill of Rights: The Provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the ORC.
- G. Records Retention: The Provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

III. WORK HOURS

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

IV. RATES

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

V. PROCEDURES FOR PAYMENT

- A. The amount of money paid each month to the Provider shall not exceed the amount of money per month and/or year as designated in this contract and MVP.
- B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay Providers for services rendered; invoices will only be processed on a monthly basis pursuant to the county auditor's procedures. Invoices must be received by the Erie County Board of DD no later than sixty (60) calendar days from the day of service rendered. If invoices are not received within these timelines, they may not be honored for payment.
- C. All invoices are required to be submitted in electronic format utilizing the Ohiodd.com billing system or another agreed upon format. All Providers must go through an initial Ohiodd.com billing training with Board staff prior to submission of first invoice.
- D. In the event that this contract is renewed, or a new contract is agreed upon by the parties, reconciliation of costs due under this contract shall be carried out in accordance with the requirements of ORC 5126.44(D).

VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE

- A. The Provider who provides transportation shall carry automobile liability insurance for passenger vehicles used to transport the Individual. Proof of current automobile insurance must be on file with the Provider and available to the Erie County Board of DD if requested. If the insurance expires, then transportation services are terminated from the contract and payment for transportation services from the expiration date forward will not be paid.
- B. ~~In addition to the automobile insurance coverage required in paragraph V(A) above, the Provider hereby agrees to indemnify and hold harmless the Erie County Board of DD for any~~

~~and all costs and expenses associated with carrying out the Provider's duties under this contract unless otherwise provided herein, including, but not limited to, all deductibles on all automobile insurance policies, and all losses occasioned by a Provider's failure to acquire automobile insurance coverage as required hereunder.~~

- C. The Provider and their employees shall possess a valid Ohio Driver's license. If the driver's license expires, then that service is terminated from the contract and payment for transportation services will not be paid from the expiration date forward.

VII. TRAINING

- A. The Provider is responsible for successfully completing the following training before providing services. Provider must submit signed document to show proof of completion of the training.
1. Incident Reporting (initially)
 2. Ohiodd.com billing (initially)

VIII. INDEMNITY

- A. ~~Provider retains the ultimate responsibility for the services provided under this contract to the Individual, regardless of the source of funding for the Individual. Provider shall indemnify and hold harmless, to the fullest extent provided by law, the Erie County Board of DD against any and all claims, suits, damages, or causes of action rising out of services provided pursuant to this contract, and against any order or decrees or judgments which may be entered herein, brought for damages or alleged damages, resulting from any injury to person and/or property or loss of like sustained by any person or persons whatever. Provider shall further indemnify and hold the Erie County Board of DD harmless against any and all costs for the defense of such claims, suits, damages, or causes of action, including, but not limited to, the costs of attorney fees.~~

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

- A. This contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
1. The service recipient has determined that he/she no longer wishes to receive the services set forth in this contract.
 2. Services supports are deemed to be no longer required as determined by a board review of the Individual service plan.
- B. The Provider may immediately terminate this contract only if the Erie County Board of DD fails to provide funding to the Provider as required under this contract. In all other circumstances, the Provider must give a thirty (30) day written notice to terminate the contract.
- C. This contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.
- D. The Provider shall immediately notify the Erie County Board of DD of any pending criminal, traffic or domestic violence related charges involving Provider ~~or any court proceedings therein~~. The Erie County Board of DD reserves the right to use discretion in regard to continuance of contractual services.
- *that the Provider is aware of.*

X. MISCELLANEOUS PROVISIONS

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

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

TO: Erie County Board of DD or metzel@eriecbdd.org
Attn: Megan Etzel
4405 Galloway Road
Sandusky, Ohio 44870

- C. This document and the attachments hereto set forth are the full agreement between the parties and supersedes all prior agreements or contracts between the parties.
- D. Should any portion of this contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Article IX of this contract.
- E. Provider shall coordinate the development and implementation of all programs and services described herein. At all times during the duration of this contract, the Erie County Board of DD and Provider shall act contractors in connection with the performance of their respective obligations under this contract.
- F. In the event of a dispute involving the parties regarding any provision under this contract, including, but not limited to rate disputes, the parties shall attempt to resolve the dispute in accordance with the Erie County Board of DD's approved Conflict Resolution and Administrative Resolution of Complaints and Due Process Policy. The policy will be made available to the Provider upon request.
- G. The Provider agrees to establish a procedure for affording all Individual service recipients due process. The Provider shall use this procedure in the event of a disagreement between the Provider and the service recipient related to the Provider's performance of its duties and obligations under this contract.

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

By: _____
Superintendent, Erie County Board of DD Date

By: _____
Provider Date



**COMMUNITY DEVELOPMENT
DIVISION OF PLANNING AND ZONING**

Arielle Blanca
Community Development Manager
ablanca@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: November 15, 2017

Subject: Commission Agenda Item – Community Development Block Grant (CDBG)
FY17 Substantial Amendment

ITEM FOR CONSIDERATION: Ordinance authorizing a Substantial Amendment to the Community Development Block Grant (CDBG) FY17 Annual Action Plan. The City's current Annual Action Plan reflects approved activities and an associated budget for the grant year running from July 1, 2017 through June 30, 2018.

The following are the proposed amendments:

	<u>Previously Approved</u>	<u>Proposed</u>
Revolving Loan Fund Activity	\$50,000.00	\$0.00
Clearance & Demolition Activity	\$108,649.76	\$148,649.76
Public Facilities Activity	\$0.00	\$510,000.00

The Revolving Loan Fund Activity for program year 2017 is no longer needed, therefore the budget will be reduced to \$0.00.

The Clearance and Demolition Activity will be receiving an increase of \$40,000 in funds from the current Economic Development Revolving Loan Fund account.

A new activity titled "Public Facilities" will be created for the program year. The new activity will have a budget of \$510,000 which will come from the current Economic Development Revolving Loan Fund and will be used for the Engineering and Construction Plans for the Jackson Street Pier. The total cost for the Engineering and Construction Plans have not yet been confirmed. Any balance remaining after this activity will remain in the Public Facilities activity next year for other public projects as determined by City Commission through the annual public participation process.

In April 2017, City Staff was notified that the City had an excess amount of CDBG Funds and were in danger of missing the Timeliness Expenditure Deadline for May. Therefore, Staff is proposing to expend \$550,000 of RLF funding to two activities, Clearance and Demolition and

Public Facilities so as to avoid future possible timeliness issues. As part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on October 2, 2017, to review the proposed amendment to the Action Plan.

BUDGETARY INFORMATION: There are no funds required to implement this amendment as all funds are currently allocated to the City through the existing and past CDBG grants.

ACTION REQUESTED: It requested that proper legislation be prepared to approve the Substantial Amendment to the FY17 CDBG Annual Action Plan and that the City Manager be authorized to submit the amendment to HUD. It is further requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with amendment and allow for timely expenditure of the funds.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko
Chief Development Officer

cc: Eric Wobser, City Manager
Justin Harris, Law Director
Hank Solowiej, Finance Director
Kelly Kresser, Clerk of City Commission
File

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY'S FY 2017 ONE-YEAR ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR OF JULY 1, 2017 THROUGH JUNE 30, 2018, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT THE AMENDED ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; 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 accept an Entitlement Grant in the amount of \$664,148.00 total Community Development Block Grant (CDBG) funds for the program year of July 1, 2017, through June 30, 2018, and to submit to U.S. Department of Housing and Urban Development a FY 2017 One-Year Action Plan by Ordinance No. 17-123, passed on June 26, 2017; and

WHEREAS, the City's current FY 2017 One-Year Action Plan reflects approved activities and an associated budget for the 2017 Program Year and this Substantial Amendment includes the following proposed changes to this Plan:

	<u>Previously Approved</u>	<u>Proposed</u>
Revolving Loan Fund Activity	\$50,000.00	\$0.00
Clearance & Demolition Activity	\$108,649.76	\$148,649.76
New Public Facilities Activity	\$0.00	\$510,000.00

; and

WHEREAS, the Revolving Loan Fund activity for program year 2017 is no longer needed and the City had an excess amount of CDBG Funds and Staff is proposing to expend \$550,000 from the current Economic Development Revolving Loan Fund for Clearance & Demolition Activity and the new Public Facilities Activity which will fund the engineering and construction plans for the Jackson Street Pier; and

WHEREAS, as part of the City's CDBG public participation process, the Consolidated Plan Advisory Committee (CPAC) met on October 2, 2017, to review the proposed amendment and a public hearing was held by this City Commission at their November 27, 2017, regularly scheduled meeting; 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 move forward with the amendment and allow for timely expenditure of the funds; 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 authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a Substantial Amendment for the FY 2017 One-Year Action Plan for the Community Development Block Grant Program Year of July 1, 2017, through June 30, 2018, and to execute any required certifications and agreements and to administer program expenditures consistent with the Amended FY 2017 One-Year Action Plan.

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 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: November 27, 2017



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5891
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Maria Muratori, Development Specialist

Date: November 16, 2017

Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Tim Dorsey Fitness, LLC.

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Tim Dorsey Fitness, LLC (“Tim Dorsey Fitness”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Tim Dorsey, owner of Tim Dorsey Fitness, LLC, has a total of sixteen (16) years training experience and has been training in the Sandusky area since 2010. Mr. Dorsey intends to open a second location at 301 East Market Street – this location will ultimately be the only location for Tim Dorsey Fitness. 301 East Market Street is currently vacant. The new location will allow Tim Dorsey Fitness to offer additional services including, but not limited to spinning, kickboxing, circuit training and American Ninja Warrior-style training. Once in the new space, Mr. Dorsey intends to add additional subcontractors for training purposes.

In order to open the East Market Street location, Mr. Dorsey will arrange for improvements to the interior of the facility including paint and drywall in addition to purchasing equipment – specifically the Nova rack from MoveStrong (an American Ninja Warrior style / circuit rack) – and the installation of new signage to the exterior of the building. Furthermore, the building owner will perform additional building enhancements beyond the scope of this project including new bathroom facilities and other exterior improvements. The completion of this project assists an existing business in expanding within the City and occupies a vacant building. In addition, Mr. Dorsey estimates that one-third to one-half of his clients are from outside of Sandusky. The new location within the central business district will attract visitors to the City and likely increase business to nearby establishments.

Total project costs are estimated at approximately \$36,216.80. I recommend that the City Commission approve grants that total up to \$17,690.10 to assist with the interior improvements, equipment purchase and signage. The grants will be allocated as follows:

- Small Business Assistance grant:
 - Interior improvements and equipment purchase = \$15,000.00

- Signage grant:
 - Signage = \$2,690.10
- Total = \$17,690.10

The above grants are conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky's support. The project is expected to be complete by September 30, 2018. The application and grant amounts were approved at the November 14, 2017 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing a total of \$17,690.10 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into Grant Agreements with Tim Dorsey Fitness. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow Tim Dorsey Fitness to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Justin Harris, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$17,690.10 THROUGH THE SMALL BUSINESS ASSISTANCE AND SIGNAGE GRANT PROGRAMS TO TIM DORSEY FITNESS, LLC, IN RELATION TO THE PROPERTY LOCATED AT 301 EAST MARKET STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Tim Dorsey, owner of Tim Dorsey Fitness, LLC, has sixteen (16) years of training experience and intends to open a new training facility at 301 East Market Street to offer additional services; and

WHEREAS, the project involves improvements to the interior of the facility including paint and drywall, in addition to purchasing new equipment, and furthermore will have new signage installed on the exterior of the building; and

WHEREAS, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on November 14, 2017, and is recommending to approve a grant to Tim Dorsey Fitness, LLC, in the amount of \$17,690.10, in accordance with the Sandusky City Economic Development Programs, to assist with project costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow Tim Dorsey Fitness LLC, to move forward with budgetary planning and facilitate rehabilitation; 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 authorizes and directs the City Manager to enter into a Grant Agreement with Tim Dorsey Fitness, LLC, for financial assistance through the Small Business Assistance and Signage Grant Programs for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", 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. This City Commission authorizes and approves the grant funding to Tim Dorsey Fitness, LLC, and the Finance Director is directed to deliver to Tim Dorsey Fitness, LLC, a draft in the sum of Seventeen Thousand Six Hundred Ninety and 10/100 Dollars (\$17,690.10) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

Section 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: November 27, 2017

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 201____ between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Tim Dorsey Fitness, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the owner of the Company is Tim Dorsey. Mr. Dorsey has a total of sixteen (16) years of personal training experience and has been training in the Sandusky area since 2010. The Company currently operates a training facility that is located in the Sandusky Plaza. The Company will open a second location at 301 East Market Street – this location will ultimately be the only location for the Company and is currently vacant. The new location will allow the Company to offer additional services including, but not limited to spinning, kickboxing, circuit training and American Ninja Warrior-style training. The new location will also allow Mr. Dorsey to hire additional training subcontractors. The Company will arrange for improvements to the interior of the facility including paint and drywall in addition to purchasing new equipment, herein after referred to as the "Small Business Assistance Project". Further, the Company will have installed new signage on the exterior of the building, herein after referred to as the "Signage Project"; and

WHEREAS, to induce the Projects, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Projects as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Projects pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$15,000.00 to the Company toward the costs of the Small Business Assistance Project and up to \$2,690.10 toward the costs of the Signage Project (collectively the "City Grants"), payable upon completion of the respective Projects. The City Grants will be expensed from the Economic Development Capital Projects account (#431-4070-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Projects noting the City's support; and

The Company shall notify the City promptly following the completion of the Projects consistent with this Section and provide the City with any documents it reasonably requests related to the Projects' costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grants, the Projects will need to be completed by September 30, 2018. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grants by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY:
- City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870

- (ii) TO THE COMPANY: Tim Dorsey Fitness, LLC
301 East Market Street
Sandusky, Ohio 44870
Attention: Tim Dorsey

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Tim Dorsey Fitness, LLC
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are 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.

Director of Finance



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5891
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Maria Muratori, Development Specialist

Date: November 16, 2017

Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Derrick’s Mobile Diner, LLC.

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Derrick’s Mobile Diner, LLC (“Derrick’s”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Derrick Moore, owner of Derrick’s Mobile Diner, LLC, has twenty-five (25) years of cooking experience and intends to relocate Derrick’s to 1109 Warren Street, which is currently vacant, from its current location at 902 West Adams Street. Derrick’s is experiencing increased volume and would like to move into a new space that provides additional seating and increased visibility. Mr. Moore intends to hire four (4) to five (5) additional employees to staff the new location. Derrick’s will provide soul food in a family friendly environment and provide a neighborhood dining amenity to the surrounding area.

In order to facilitate the relocation, Mr. Moore needs to procure and install essential cooking equipment and accessories; including but not limited to a commercial kitchen hood, range, and fryer. Furthermore, new signage is necessary on the exterior of the building to improve the exterior aesthetics and attract additional business. The completion of this project assists an existing business in expanding within the City, occupies a vacant building and creates a neighborhood amenity.

Total project costs are estimated at approximately \$32,302.75. I recommend that the City Commission approve grants that total up to \$20,742.71 to assist with the equipment purchases and signage. The grants will be allocated as follows:

- Small Business Assistance grant:
 - Equipment purchases = \$13,937.40
- Signage grant:
 - Signage = \$6,805.31
- Total = \$20,742.71

The above grants are conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky's support. The project is expected to be complete by June 30, 2018. The application and grant amounts were approved at the November 14, 2017 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing a total of \$20,742.71 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into Grant Agreements with Derrick's. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow Derrick's to move forward with budgetary planning and facilitate rehabilitation.

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Justin Harris, Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$20,742.71 THROUGH THE SMALL BUSINESS ASSISTANCE AND SIGNAGE GRANT PROGRAMS TO DERRICK’S MOBILE DINER, LLC, IN RELATION TO THE PROPERTY LOCATED AT 1109 WARREN STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Derrick Moore, owner of Derrick’s Mobile Diner, LLC, has twenty-five (25) years of cooking experience and intends to relocate Derrick’s Diner from its current location at 902 West Adams Street to 1109 Warren Street in order to accommodate increased volume and provide additional seating in a family friendly atmosphere and increased visibility; and

WHEREAS, the project involves the procurement and installation of essential cooking equipment and accessories, which includes a commercial kitchen hood, range, and fryer and new exterior signage on the building to improve the exterior aesthetics and attract additional business; and

WHEREAS, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

WHEREAS, the Economic Development Incentive Committee met on November 14, 2017, and is recommending to approve a grant to Derrick’s Mobile Diner, LLC, in the amount of \$20,742.71, in accordance with the Sandusky City Economic Development Programs, to assist with project costs for the purpose of furthering economic development efforts in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow Derrick’s Mobile Diner, LLC, to move forward with budgetary planning and facilitate rehabilitation; 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 authorizes and directs the City Manager to enter into a Grant Agreement with Derrick’s Mobile Diner, LLC, for financial assistance through the Small Business Assistance and Signage Grant Programs for

the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", 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. This City Commission authorizes and approves the grant funding to Derrick's Mobile Diner, LLC, and the Finance Director is directed to deliver to Derrick's Mobile Diner, LLC, a draft in the sum of Twenty Thousand Seven Hundred Forty Two and 71/100 Dollars (\$20,742.71) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

Section 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: November 27, 2017

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 201____ between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Derrick's Mobile Diner, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the owner of the Company is Derrick Moore. Mr. Moore has twenty-five (25) years of cooking experience. The Company currently operates as a soul food restaurant out of 902 West Adams Street and intends to relocate to 1109 Warren Street in order to expand business in response to increased volume. The new location will provide more seating in a family friendly atmosphere and increased visibility. It will further provide a neighborhood dining amenity in what was previously a vacant building. The Company will procure and have installed essential cooking equipment including but not limited to a commercial kitchen hood and other accessories, herein after referred to as the "Small Business Assistance Project". Further the Company will have installed new signage on the exterior of the building, herein after referred to as the "Signage Project"; and

WHEREAS, to induce the Projects, the City has agreed to provide economic incentive grants to the Company to assist in the payment of a portion of the costs of the Projects as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Projects pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

Section 1. City Grant.

The City agrees to grant up to \$13,937.40 to the Company toward the costs of the Small Business Assistance Project and up to \$6,805.31 toward the costs of the Signage Project (collectively the "City Grants"), payable upon completion of the respective Projects. The City Grants will be expensed from the Economic Development Capital Projects account (#431-4070-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Projects noting the City's support; and

The Company shall notify the City promptly following the completion of the Projects consistent with this Section and provide the City with any documents it reasonably requests related to the Projects' costs and construction. The City shall then promptly review those

documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Projects will need to be completed by June 30, 2018. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

Section 2. Authority to Sign.

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

Section 3. Assignment or Transfer.

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City.

Section 4. Choice of Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

Section 5. Binding Agreement.

This Agreement shall be binding on each of the parties and their respective successors and assigns.

Section 6. Miscellaneous.

(a) Notice. Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: Derrick's Mobile Diner, LLC
1109 Warren Street
Sandusky, Ohio 44870

Attention: Derrick Moore

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

Derrick's Mobile Diner, LLC
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are 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.

Director of Finance



LAW DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5852
www.ci.sandusky.oh.us

MEMORANDUM

TO: ERIC L. WOBSEY, CITY MANAGER

FROM: TREVOR HAYBERGER, ASSISTANT LAW DIRECTOR

DATE: NOVEMBER 20, 2017

RE: COMMISSION AGENDA ITEM

ITEM FOR CONSIDERATION:

An Ordinance approving a Fourth Amendment to the Agreement with FirstEnergy Solutions Corp. for the City's residential and small commercial Electric Aggregation Program for an additional three (3) years.

BACKGROUND INFORMATION:

FirstEnergy Solutions is the current supplier for the Electric Aggregation Program through the April 2018 bill cycle at a rate of 6% off the Ohio Edison price to compare for residents and 3% off the Ohio Edison price to compare for small commercial accounts.

The City Commission approved an agreement with Buckeye Energy Brokers, Inc. to provide services in providing consumers a choice to realize meaningful savings in the purchase of electric generation. Buckeye Energy Brokers, Inc. has recommended FirstEnergy Solutions for the city's residential and small commercial Electric Aggregation Program. This Amendment will renew the agreement for three years beginning with the April 2018 bill cycle.

BUDGETARY INFORMATION:

The rates for electric generation will be 6% off the Ohio Edison price to compare for residents and 4% off the Ohio Edison price to compare for small commercial accounts. There is no direct cost to the City to approve this Ordinance.

ACTION REQUESTED:

It is requested that legislation be approved authorizing the City Manager to execute a Fourth Amendment to the Agreement with FirstEnergy Solutions Corp. for the City's residential and small commercial Electric Aggregation Program for an additional three (3) years. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the Amendment and allow for timely notification and service related to supply of electric generation to city residents.

I concur with this recommendation:

Eric Wobsey, City Manager

cc: Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO THE MASTER AGREEMENT WITH FIRSTENERGY SOLUTIONS CORP. TO PROVIDE ELECTRICITY TO BOTH RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS WITHIN THE CITY OF SANDUSKY'S AGGREGATION PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the Master Agreement between the City of Sandusky and FirstEnergy Solutions approved by Ordinance No. 02-120, passed on May 28, 2002, amended by the First Amendment to the Master Agreement by Ordinance No. 04-187, passed on December 13, 2004, amended by the Second Amendment to the Master Agreement by Ordinance No. 09-034, passed on April 27, 2009, and further amended by the Third Amendment to the Master Agreement by Ordinance No. 10-010, passed on February 8, 2010, provides that FirstEnergy Solutions shall supply electricity to small commercial customers who are part of the City's Aggregation Program; and

WHEREAS, Buckeye Energy Brokers, Inc. recently completed a Request for Proposals (RFP) process and has recommended to continue with FirstEnergy Solutions Corp. for an additional three (3) years beginning with the April 2018 bill cycle and the rate for electric generation is 6% off the Ohio Edison price to compare for residents and 4% off the Ohio Edison price to compare for small commercial accounts; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Amendment and allow for timely notification and service related to supply of electric generation to City residents; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Fourth Amendment to the Master Agreement with FirstEnergy Solutions Corp. of Akron, Ohio, to provide electricity to both residential and small commercial

customers within the City's Aggregation Program for an additional three (3) years, 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: November 27, 2017

**FOURTH AMENDMENT
TO THE MASTER AGREEMENT TO PROVIDE
SERVICES TO AN AGGREGATED GROUP
BETWEEN CITY OF SANDUSKY, ERIE COUNTY, OHIO
AND
FIRSTENERGY SOLUTIONS CORP.**

This Fourth Amendment (“Amendment”) is entered into this _____ day of November, 2017 (“Effective Date”), by and between **City of Sandusky**, Erie County, Ohio (“City” or “Governmental Aggregator”), an Ohio municipality, and **FirstEnergy Solutions Corp.** (“FES”), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (collectively, the “Parties”).

RECITALS

WHEREAS, FES and City are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated September 26, 2002 as amended by First Amendment dated December 17, 2004, Second Amendment dated April 28, 2009, and Third Amendment dated February 25, 2010 (collectively, the “Agreement”);

WHEREAS, the Parties mutually agree to renew the Agreement for the term beginning with April 2018 meter read dates through April 2021 meter read dates (“Renewal Term”);

WHEREAS, the Parties mutually agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety describing the pass through of additional costs imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in the EDU’s Price to Compare.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term’s **Fourth Amendment Attachment A to Master Agreement Between City of Sandusky, Erie County, Ohio and FirstEnergy Solutions Corp. November 2017** attached (“Attachment A”). This Attachment A supersedes and replaces all other attachments to the Agreement in their entirety.
2. The Parties agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety, as follows:

4.2 Additional Costs. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the Electric Distribution Utility (“EDU”) or takes any other action which affects the Price to Compare (“PTC”) or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, or any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement,

Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.

3. All other provisions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP.
FirstEnergy Solutions Corp.:

CITY OF SANDUSKY, OHIO

Signed: _____
Printed: _____
Title: _____
Date: _____

Signed: _____
Printed: _____
Title: _____
Date: _____

**Fourth Amendment Attachment A to Master Agreement
Between
City of Sandusky, Erie County, Ohio
and FirstEnergy Solutions Corp.
November 2017**

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with April 2018 meter read dates through April 2021 meter read dates.

Renewal Pricing:

Residential:

6% off the Price to Compare

Commercial:

4% off the Price to Compare

EDU:

Ohio Edison

Eligible Rate Codes:

Standard Residential Rate (RS)

General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.

Termination Fee:

Residential Accounts - \$25.00

Commercial Accounts - \$25.00

Administrative Fee:

FES shall pay to the City's Consultant, Buckeye Energy Brokers, Inc., \$0.0005 per kWh delivered/consumed and paid for by Members under the Aggregation Program on a monthly basis. In addition to Members' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Member or Members' accounts that join the Aggregation Program.

Civic Grant:

FES shall pay a grant to the City in the amount of \$0.0001 per annual kwh delivered/consumed and paid for by Members under the Aggregation Program at the end of each year of the above Term as follows:

Aggregation Program Annual kwh	Grant Payable
April 2018 – April 2019 meter read dates	July 2019
April 2019 – April 2020 meter read dates	July 2020
April 2020 – April 2021 meter read dates	July 2021

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Prepare the required PUCO reports and on-going certification documents.
- Conduct supplemental opt-out mailings on a periodic basis.



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 17, 2017

Subject: Commission Agenda Item – Accept an Offer to Purchase a 2013 Vibrotech Vibro Screen SCM-40 from KM Smith Equipment, LLC

ITEM FOR CONSIDERATION: Legislation to accept an offer to purchase a 2013 Vibrotech Vibro Screen SCM-40 from KM Smith Equipment, LLC out of Milan, Ohio.

BACKGROUND INFORMATION: After excavation was completed for the Lions Park Retrofit Project, the contractor used a piece of equipment called a Vibro Screen to separate asphalt chunks, rocks and other debris from the usable dirt that was reused on the project as a clean backfill material. This effort allowed the contractor to economically save on the purchase of new material and disposal of the excavated material. Environmentally speaking, the reusable material was not placed in the county's landfill. The contractor mentioned to City staff that he planned to retire this piece of equipment before the end of 2017 to purchase a newer model and inquired whether the City would be interested in purchasing it. Two images of the 2013 Vibrotech Vibro Screen SCM-40 is attached.

Currently the City employees use a similar process using older equipment that was retired from Mills Golf Course. However, the current screener is only capable of screening dirt material, not large chunks of asphalt, concrete, piping, etc. It also needs many repairs, including the installation of a new motor which tends to be very costly. Attached are two images of the current screener.

Earlier in 2017, Scott Kromer and David Borsick had met with crews in Norwalk to review their operations to gather ideas on operational efficiency and potential cost savings. One cost savings idea was to purchase a larger, more effective screener that could be used for the large disposal piles generated by water distribution, sewer maintenance, and wastewater treatment and the smaller pile generated by the street department.

The Streets and Utilities division had included a new screener in their initial 2018 Operation and Maintenance budget for \$60,000. A couple weeks later, the contractor for Lion's Park approached the City with an offer to purchase his piece of equipment, which is a 2013 Vibrotech Vibro Screen SCM-40. The City Mechanic and staff have thoroughly inspected it and has determined that it is in great condition, possibly because very few operating hours have been logged. In addition to being more robust, this piece of equipment is much more compact meaning it can be more easily transported between the storage pile locations at the various city facilities.

The new screener would serve the following four departments:

1. Sewer & WPC: Spoils from street sweeping activities, which is performed to reduce loose materials from entering the sewer system, and spoils from the wastewater plant are staged at the old landfill on Old Railroad. The new piece of equipment would be used to screen the sweeper pile debris by separating out plastics, bricks, sticks, trash, etc. The remaining silty soil would be beneficially reused as fill dirt on various City projects.
2. Water Distribution: Behind the Water Distribution Building is a large spoil pile of excavated materials from water and sewer trenches that are gathered throughout the year until staff finds time to haul it to the landfill. The equipment would be used to screen out large pieces of debris, metal piping, clay piping, bricks, asphalt, concrete, etc. leaving a dirt that could be used as a backfill for trenches in the boulevards (not under pavements).
3. Street Department: Occasionally asphalt grindings will contain dirt and other materials depending on the depth of the mill. The screener would separate the asphalt grindings that can be reused as a solid surface within storage yards at the service center or at one of the utility buildings.

BUDGETARY INFORMATION: The purchase of this piece of equipment shall not exceed \$40,000.00 and shall be paid with available funds in the current 2017 Operation and Maintenance budgets. The Purchase Offer is attached.

\$12,000.00	Sewer Maintenance
\$12,000.00	Water Distribution
\$12,000.00	Water Pollution Control
\$ 4,000.00	Street Maintenance

If this piece of equipment were purchased new, it would cost over \$50,000. Only two used pieces of equipment, similar to this one, were found online. One in New York was \$38,000 prior to shipping costs and the other was also in New York for \$44,500 prior to shipping costs.

A cost savings will certainly be recognized by reducing the needed volume of new backfill materials that are purchased annually. However, this was not reflected in the Sewer Maintenance, Water Distribution or Street O&M budgets for 2018 because it is tough to estimate.

A cost savings will also be recognized via reduction of landfill disposal costs. The 2018 O&M budgets already reflect a combined savings of \$30,000 between Sewer Maintenance, Water Distribution, Street Maintenance and Wastewater Pollution Control. With this conservative annual savings, the return on this investment would be less than 16 months.

ACTION REQUESTED: It is recommended that proper legislation be prepared to accept an offer to purchase a 2013 Vibrotech Vibro Screen SCM-40 from KM Smith Equipment, LLC out of Milan, OH 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 accept the offer to purchase the equipment and expend the funds prior to the end of year.

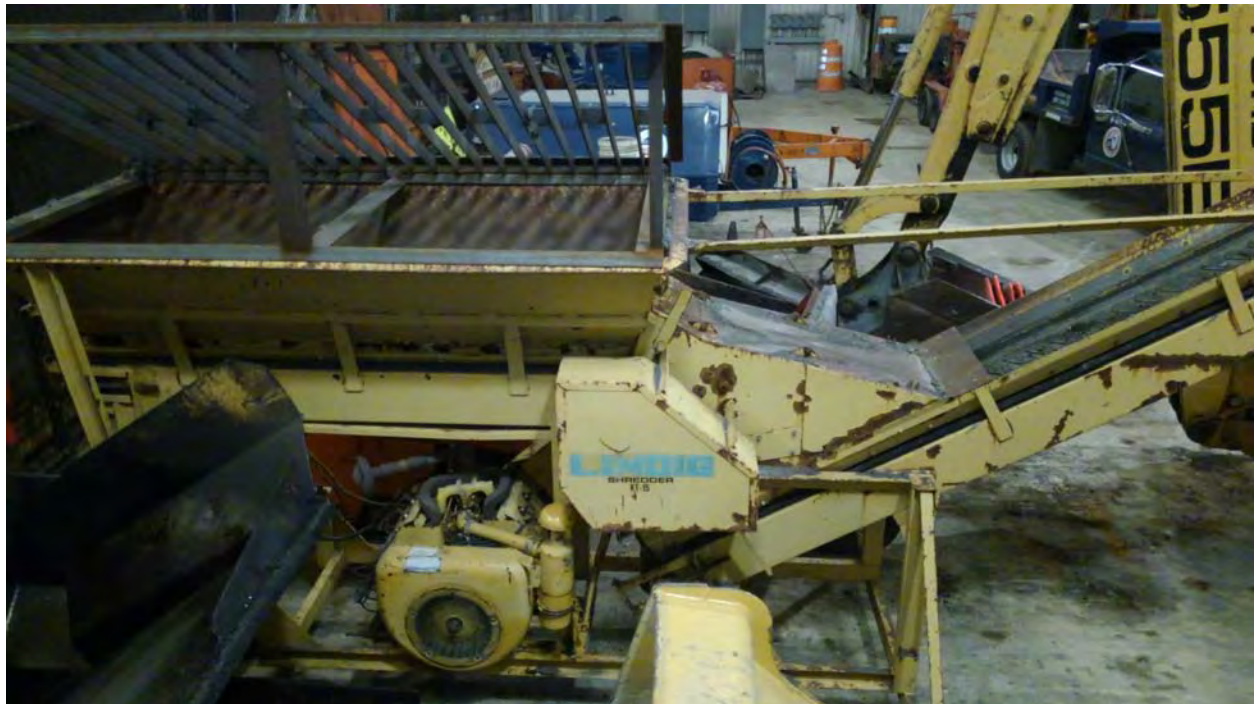
I concur with this recommendation:

Eric Wobser
City Manager

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



New Screener



Existing Screener



**SPECIFICATIONS & INSPECTION
VIBROSCREEN SCM-40**

File number : 13-102-SCM-40

Expected delivery date: April 2013

N.I.V. number : 2V9TAFE4DP022102

Dealer coordinates :	Customer coordinates :
Westchester Tractor	
Brewster, N.Y.	
Phone:	Phone:
Fax :	Fax :

Product to process : _____

Top deck screen specification : X 2" x 2" ☐ Other : _____

Lower deck screen specification : X ¾" x 5" ☐ Other : _____

Additional screens to ship : _____

Component	The make	Model	Serial number
Diesel motor	Perkins	GK65683N	407708W
Hydraulic pump	Prince	SP25A32A9H1R	465562
Hydraulic motor	Permco	M2100A731ADZE20-32	BH721245C
Oil filter (Diesel mot.)	Perkins	140517050	-----
Air pre-cleaner	Pre-Cleaner	Turbo III	-----
Air filter (primary)	Perkins	135326205	-----
Fuel filter	Perkins	26560017	-----
Oil filter (suction)	Parker/Gresen	SSTM-25	-----
Oil filter (return)	Filtri	CSG-100-P10A	-----
Diesel motor oil	CAT	SAE10W30	-----
Hydraulic oil	Hydromax AW32	ISO32	-----
Grease for bearings	Valvoline	NLGI-2 bleu # 633	-----

Tires specification : 235 / 80R16

Cold inflating pressure : 90 psi

Comments / Notes : _____

CERTIFICATE OF ORIGIN FOR A VEHICLE



VIBROTECH INC.
2000, METHOT AVENUE, P.O BOX 333
PLESSISVILLE, QUEBEC, G6L2Y8
PHONE: 819-362-8871 / FAX: 819-362-2930

DATE: April 23, 2013

INVOICE NUMBER: FA5433

VEHICLE IDENTIFICATION NUMBER: 2V9TAFEF4DP022102

MAKE: VIBROSCREEN

YEAR: 2013

SHIPPING WEIGHT: 5345 KG / 11759 LBS

BODY TYPE: STEEL

H.P. (S.A.E.): 33 H.P.

G.V.W.R.: 5345 KG / 11759 LBS

NUMBER OF CYLINDERS: 3 CYLINDERS

SERIES OR MODEL: SCM-40

SERIAL NUMBER : 13-102

I, the undersigned representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on above date and under the invoice number indicated to the following distributor or dealer.

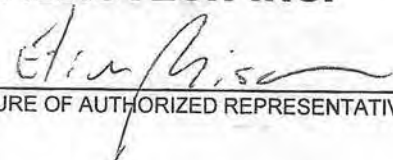
NAME OF DISTRIBUTOR, DEALER, ETC.

WESTCHESTER TRACTOR
60, International Boulevard
Brewster, N.Y.
USA, 10509

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

VIBROTECH INC.

BY:


(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

PLESSISVILLE, QUEBEC, CANADA
CITY - STATE

Kevin Smith
Cell: 419-921-5467
Email: kmsmithequipment@gmail.com
Date: 11/12/17

KM Smith Equipment LLC

13611 Jeffries Road
Milan, OH 44846

Purchase Proposal

KM Smith LLC sells one (1) USED 2013 Vibrotech Vibro Screen SCM-40 vin #2V9TAFE4DP022102.

Price of \$40,000 "as is no warranty" with 662.7 hours on the hour meter. This also includes 1/2", 3/8" and 3/16" bottom screens.

Price is FOB Milan, Ohio.

Buyer will be responsible for any transportation costs and sales tax due.

Payment by certified bank check prior to pick up of machine.



Kevin J. Smith
KM Smith Equipment LLC

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN OFFER FROM KM SMITH EQUIPMENT, LLC, OF MILAN, OHIO, TO PURCHASE A 2013 VIBROTECH VIBROSCREEN SCM-40 IN THE AMOUNT OF \$40,000.00 FOR USE BY SEVERAL CITY DIVISIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the contractor on the Lions Park Retrofit Project, KM Smith Equipment, LLC, used a piece of equipment referred to as a Vibroscreen to separate asphalt chunks, rocks, and other debris from the usable dirt that was then used as clean backfill material saving the contractor from purchasing new backfill material and the costs of disposing the excavated material in the County's landfill, which in addition benefits the environment; and

WHEREAS, City employees from the Street and Utilities Divisions met with crews in Norwalk to review their screening operations to gather ideas on efficiency and potential cost savings and subsequently budgeted \$60,000 in their initial 2018 draft budget for a new screener; and

WHEREAS, since that time, KM Smith Equipment, LLC, has offered their 2013 Vibrotech Vibroscreen to the City for the price of \$40,000 and an inspection was performed by the City's Chief Mechanic who determined the equipment was in great condition; and

WHEREAS, the Vibrotech Vibroscreen is a very specific piece of equipment which is not manufactured in Ohio and upon further research, only two similar screeners were found which were located in New York at the cost of \$38,000 and \$44,500 prior to shipping costs; and

WHEREAS, this piece of equipment is compact and easy to transport and will be utilized several City Departments for various activities and will save costs by reducing the volume of new backfill materials needed in addition to saving costs on landfill disposal; and

WHEREAS, the total cost for the purchase of the used Vibroscreen is \$40,000 and will be paid with available 2017 funds as follows: Sewer Maintenance Funds in the amount of \$12,000, Water Distribution Funds in the amount of \$12,000, Water Pollution Control Funds in the amount of \$12,000, and Street Funds in the amount of \$4,000; 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 accept the offer to purchase the equipment and expend the funds prior to the end of the year; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to accept an offer from KM Smith Equipment, LLC, of Milan, Ohio, to purchase a 2013 Vibrotech Vibroscreen SCM-40 for be utilized by several Divisions for various activities and authorizes and directs the City Manager and/or Finance Director to expend the funds for the purchase of the 2013 Vibrotech Vibroscreen SCM-40 from KM Smith Equipment, LLC, of Milan, Ohio, at an amount **not to exceed** Forty Thousand and 00/100 Dollars (\$40,000.00).

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 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: November 27, 2017