



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JANUARY 8, 2018  
CITY HALL, 222 MEIGS STREET**

<b>INVOCATION</b>	<b>G. Lockhart</b>
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	<b>W. Poole, N. Lloyd, D. Brady, D. Murray, N. Twine, G. Lockhart &amp; D. Waddington</b>
<b>APPROVAL OF MINUTES</b>	<b>December 22, 2017</b>
<b>PRESENTATION</b>	<b>2017 P.R.I.D.E. Award Nominees and Winners</b>
<b>AUDIENCE PARTICIPATION</b>	
<b>PUBLIC HEARING</b>	<b>Casey Sparks, Chief Planner</b> Zone Map amendment for 2513 Venice Road and 1651 Tiffin Avenue
<b>COMMUNICATIONS</b>	
<b>CURRENT BUSINESS</b>	

**CONSENT AGENDA**

**A. Submitted by Scott Thom, Chief Building Official**

**CONSULTING CONTRACT WITH GEORGE POULOS FOR PRIMARY ALTERNATE MASTER PLANS REVIEWER AND PRIMARY ALTERNATE BUILDING OFFICIAL**

**Budgetary Information:** Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Division of Building Inspection.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with George J. Poulos for CY 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**B. Submitted by Scott Thom, Chief Building Official**

**CONSULTING CONTRACT WITH JOHN FEICK FOR ALTERNATE PLANS REVIEWER AND ALTERNATE BUILDING OFFICIAL**

**Budgetary Information:** Mr. Feick will be paid at the rate of \$55 per hour for work performed up to a maximum of \$8,500. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Division of Building Inspection. This contract can be terminated at any time, by either party, with thirty days' notice to the other party.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with John A. Feick for CY 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Stuart Hamilton**

**ANNUAL AGREEMENT RENEWAL FOR OFFICE 365**

**Budgetary Information:** The cost for this service for a twelve month period will be \$20,138.25 and will be paid by the IT contractual services funds in the amount of \$10,069.12, by the water fund in the amount of \$5,034.57 and by the sewer fund in the amount of \$5,034.56.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the subscription licensing for Microsoft Office 365 for government from Insight Public Sector of Hanover Park, Illinois, for the city's emailing system; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**REGULAR AGENDA**

**SECOND READING**

**1. Submitted by Greg Voltz, Assistant Planner**

**CREATION OF PUBLIC ARTS & CULTURE COMMISSION**

**Budgetary Information:** There is no direct budgetary impact related to the creation of the Public Arts and Culture Commission. The Public and Cultural Art & Acquisition Fund reference in the proposed Chapter 187 shall be funded on an annual basis with the use of general funds, not admission tax dollars. One percent of the total admissions tax received from the previous year will be used to calculate the budget for the Public Arts & Culture Commission.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Seven (Boards and Commissions), by the addition of Chapter 187 (Public Arts & Culture Commission) of the codified ordinances, in the manner and way specifically set forth hereinbelow.

**SECTION 13**

**2. Submitted by Casey Sparks, Chief Planner**

**AMENDMENT TO ZONING MAP FOR 2513 VENICE ROAD AND 1651 TIFFIN AVENUE**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending the official zone map of the City of Sandusky to rezone two parcels from residential multi-family district to general business district; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

**FIRST READING**

**3. Submitted by Angela Byington, Planning Director**

**FUNDING FOR DOWNTOWN EAST BAY PLAN**

**Budgetary Information:** There will be a \$3,122 impact on the Issue 8 capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance No. 17-095, passed on May 8, 2017; approving an amendment to the cooperative agreement between the City of Sandusky and the Trust for Public Land for professional services for the Sandusky Downtown East Bay plan.

**FIRST READING**

**4. Submitted by Victoria Schaefer, Recreation Superintendent**

**LEASE AGREEMENT WITH RON HILE DBA GREAT LAKES GRINDERS AT SHORELINE PARK**

**Budgetary Information:** The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon rental fee income of \$70 per month and electric service reimbursement of \$30 per month.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into the lease agreement with Ron Hile II dba Great Lakes Grinders for the operation of the Shoreline Park concession area to extend the term an additional five years.

**FIRST READING**

**5. Submitted by Trevor Hayberger, Assistant Law Director**

**AMENDMENT TO CHAPTER 145, PAY CLASSIFICATIONS AND SALARY RANGES**

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

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions) of the codified ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

**6. Submitted by Jane Cullen, Project Engineer**

**PERMISSION TO BID VENICE ROAD PUMP STATION IMPROVEMENT PROJECT**

**Budgetary Information:** The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$1,046,178 and will be paid with sewer funds.

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

**7. Submitted by Jeff Meinert, WWTP Superintendent**

**WWTP EMERGENCY POWER REPAIRS**

**Budgetary Information:** The cost of \$10,612 for equipment purchase and \$11,325 for contractual services, totaling \$21,937 will be paid from the sewer funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to expend funds for the emergency purchase and installation of a transfer switch at the Waste Water Treatment Plant in the amount of \$21,937; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**8. Submitted by Matt Lasko, Chief Development Officer**

**DEMOLITION OF 1719 WEST MADISON STREET**

**Budgetary Information:** The project cost based on the proposal is \$15,000. This project will be paid with EMS funds. Until the time of potential reimbursement, the city will charge and assess all costs related to the demolition against the premises respectively as a municipal lien.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving the emergency demolition work at the property located at 1719 West Madison Street, ratifying the award to and execution of the contract with Ed Burdue & Co., LLC, of Sandusky, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**9. Submitted by Brad Link, Public Services Director**

**PURCHASE OF ONE TON CRANE AND DUMP BODY FOR FORESTRY DIVISION**

**Budgetary Information:** The total cost for the purchase is \$40,600 and will be paid with capital projects funds. This project was made possible through Issue 8 funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend the funds for the purchase and installation of a Ferrari 551R crane and Galion stainless steel dump body from Kalida Truck Equipment, Inc., of Walbridge, Ohio, for the Division of Forestry; 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, January 8 at 8:30 a.m.**

**Tuesday, January 9 at 5 p.m.**

**Monday, January 15 at 8:30 p.m.**

YouTube: [https://www.youtube.com/channel/UCBxZ482ZeTTixa\\_Rm16YWTQ](https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWTQ)



## COMMUNITY DEVELOPMENT

### *Building Division*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5940  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Scott Thom, Chief Building Official  
**Date:** December 27, 2017  
**Subject:** Commission Agenda Item - Consulting Contract for CY 2018 with George J. Poulos for Primary Alternate Master Plans Reviewer and Primary Alternate Building Official

**Items for Consideration:** A consulting contract with Mr. George J. Poulos to carry out the activities of Primary Alternate Building Official and Primary Alternate Master Plans Reviewer for the City of Sandusky. Mr. Poulos has performed these activities for the City for many years as the City's Chief Building Official and is currently certified to do so.

**Background Information:** This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements. Under state regulations, a certified building department may contract out the activities of Alternate Building Official and Alternate Plans Reviewer to state certified professionals.

**Budgetary Information:** Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Division of Building Inspection. This contract can be terminated at any time, by either party, with thirty (30) days notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into contracts with Mr. Poulos and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement, which is effective on January 1, 2018, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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Scott Thom  
Chief Building Official

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Department of Community Development wants to use the services of George J. Poulos to carry out the activities of Alternate Building Official and Alternate Plan Reviewer for the City of Sandusky; and

**WHEREAS**, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

**WHEREAS**, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Plan Reviewer to state certified professionals; and

**WHEREAS**, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

**WHEREAS**, George J. Poulos will be paid \$2,000.00 per month for a total cost of \$24,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement which commenced on January 1, 2018; and

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

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection,

with George J. Poulos for services as an Alternate Building Official and Alternative Plan Reviewer for CY 2018. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: January 8, 2018

## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and George J. Poulos herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

### **I. RECITALS**

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Plan Reviewer (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Plan Reviewer:



Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

**III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

**IV. INSURANCE**

Consultant agrees to maintain a business liability insurance policy.

## **V. CONFIDENTIALITY**

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

## **VI. COMPENSATION**

Consultant shall be paid Two Thousand and 00/100 Dollars (\$2,000.00) per month for work performed in accordance with this agreement for a total of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

## **VII. TERM AND TERMINATION**

This agreement will begin January 1, 2018, and will terminate December 31, 2018. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 3213 Country Club Lane, Huron, Ohio, 44839 and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further

obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2018, whichever occurs first.

#### **VIII. PARTIES BOUND**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

#### **IX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

#### **X. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

#### **XI. AMENDMENTS**

This Agreement may be amended by the parties only by a written agreement signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

**CITY OF SANDUSKY:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Eric L. Wobser, City Manager

**WITNESSES:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
George J. Poulos

Approved as to Form:

\_\_\_\_\_  
Justin D. Harris  
Ohio Supreme Court #0078252  
Law Director

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hank Solowiej  
Director of Finance

\_\_\_\_\_  
Account Number



## COMMUNITY DEVELOPMENT

### *Building Division*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5940  
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**To:** Eric L. Wobser, City Manager  
**From:** Scott Thom, Chief Building Official  
**Date:** December 27, 2017  
**Subject:** Commission Agenda Item - Consulting Contract for CY 2018 with John A. Feick for Alternate Plans Reviewer and Alternate Building Official.

**Items for Consideration:** A consulting contract with Mr. John A. Feick to carry out the activities of Alternate Plans Reviewer and Building Official for the City of Sandusky. The City previously approved a contract for Mr. Feick to perform these activities in 2017.

**Background Information:** This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements. Under state regulations, a certified building department may contract out the activities of alternate plans reviewer and building official to state certified professionals.

**Budgetary Information:** Mr. Feick will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$8,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Division of Building Inspection. This contract can be terminated at any time, by either party, with thirty (30) days notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into contract with Mr. Feick and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to meet the State of Ohio Board of Building Standards Certified Building Department requirements and continue these necessary services without interruption to the City as the current contract expires December 31, 2017.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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Scott Thom  
Chief Building Official

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

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

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**WHEREAS**, the Department of Community Development wants to use the services of John A. Feick to carry out the activities of Alternate Building Official and Alternate Plan Reviewer for the City of Sandusky; and

**WHEREAS**, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

**WHEREAS**, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Plan Reviewer to state certified professionals; and

**WHEREAS**, John A. Feick has performed these activities for several years and is currently certified to do so; and

**WHEREAS**, John A. Feick will be paid at the rate of \$55.00 per hour up to a maximum of \$8,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue this necessary service without interruption to the City as the current contract expires on December 31, 2017; and

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

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with John A. Feick for services as an Alternate Building Official and Alternative Plan Reviewer for CY 2018. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: January 8, 2018

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In consideration of the mutual promises herein set out, the parties agree as follows:

### **I. RECITALS**

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The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Plan Reviewer:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

**III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

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## **VI. COMPENSATION**

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

## **VII. TERM AND TERMINATION**

This agreement will begin January 1, 2018, and will terminate December 31, 2018. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 224 E. Water Street, Sandusky, Ohio 44870 and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2018, whichever occurs first.

#### **VIII. PARTIES BOUND**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

#### **IX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

#### **X. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

#### **XI. AMENDMENTS**

This Agreement may be amended by the parties only by a written agreement signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

**CITY OF SANDUSKY:**

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Eric L. Wobser, City Manager

**WITNESSES:**

**CONSULTANT:**

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John A. Feick

Approved as to Form:

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Justin D. Harris  
Ohio Supreme Court #0078252  
Law Director

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hank Solowiej  
Director of Finance

\_\_\_\_\_  
Account Number



## ADMINISTRATIVE SERVICES

222 Meigs Street  
Sandusky, Ohio 44870  
Phone: 419-627-5969  
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: December 28th, 2017

Subject: **Commission Agenda Item –Office 365 for Government annual agreement renewal 2017/2018.**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Of Sandusky to purchase subscription licensing for Office 365 renewal for calendar year 2017-2018 from Insight Public Sector of Hanover Park, Illinois, for a 12 month period (260 E1 and 15 E3 licenses).

**BACKGROUND INFORMATION:** This is our yearly subscription for our email and office 365 service that we use for collaboration. This has turned out to be a powerful tool for the City from a communication and organizational point of view.

**Proposed Solution:**

Renew our subscription for another 12 months to keep our service active. Due to be renewed by February 1<sup>st</sup> 2018.

Microsoft is the sole provider of Office 365 and Insight Public Sector is our Microsoft Partner.

**BUDGETARY INFORMATION:** The cost for this service for a 12-month period will be \$20,138.25, and will be paid by the IT Contractual Services Funds in the amount of \$10,069.12, by the Water Fund in the amount of \$5034.57, and by the Sewer Fund in the amount of \$5034.56.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared for the purchase of 12 months of Office 365 for Government subscription licensing from Insight Public Sector. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to make payment for the subscription licensing for Office 365 and ensure continued email communication service. .

I concur with this recommendation:

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Eric Wobser, City Manager

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Stuart Hamilton, I.T Manager

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



**SOLD-TO PARTY** 10933097

THE CITY OF SANDUSKY IT DEPARTMENT  
222 MEIGS ST  
SANDUSKY OH 44870-2835

**SHIP-TO PARTY**

THE CITY OF SANDUSKY IT DEPARTMENT  
222 MEIGS ST  
SANDUSKY OH 44870-2835

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Electronic Delivery  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

**Quotation**

**Quotation Number** : 219651686  
**Document Date** : 20-DEC-2017  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Brian Woods  
**Email** :  
**Telephone** :

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">Q4Y-00007</a>	Microsoft Office 365 (Plan E1) - Subscription license (1 year) - 1 user - hosted - local, Microsoft Qualified - OLP: Government - additional product, Open - English OPEN MARKET 12 Months of Coverage LICENSE : 96154170ZZL1712 AUTHORIZATION N 96154170ZZL1712	260	66.09	17,183.40
<a href="#">Q5Y-00007</a>	Microsoft Office 365 (Plan E3) - Subscription license (1 year) - 1 user - hosted - local, Microsoft Qualified - OLP: Government - additional product, Open - English OPEN MARKET 12 Months of Coverage LICENSE : 96154170ZZL1712 AUTHORIZATION N 96154170ZZL1712	15	196.99	2,954.85
Product Subtotal				20,138.25
TAX				0.00
Total				20,138.25

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Brian Woods

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Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: [http://www.insight.com/en\\_US/help/terms-of-sale-products-ips.html](http://www.insight.com/en_US/help/terms-of-sale-products-ips.html)

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE SUBSCRIPTION LICENSING FOR MICROSOFT OFFICE 365 FOR GOVERNMENT FROM INSIGHT PUBLIC SECTOR OF HANOVER PARK, ILLINOIS, FOR THE CITY'S E-MAILING SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved an Agreement for Consulting Services with Weisberg Consulting Inc., of Milford, Michigan, for the migration of e-mail to Microsoft Exchange Online for Government by Ordinance No. 15-169, passed on November 23, 2015; and

**WHEREAS**, this City Commission authorized the expenditure of funds for the subscription licensing for Microsoft Office 365 for Government from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system by Ordinance No. 16-008, passed on January 25, 2016; and

**WHEREAS**, the annual subscription licensing for Office 365 for Government for the period beginning February 1, 2018, is \$20,138.25 and will be paid with funds from the Information Technology's operating budget in the amount of \$10,069.12, Water Funds in the amount of \$5,034.57 and Sewer Funds in the amount of \$5,034.56; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make timely payment for the subscription licensing for Office 365 for Government by the renewal date of February 1, 2018, and ensure continued e-mail communication service; 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 Information Technology, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to expend funds for the subscription licensing for Microsoft Office 365 for Government for the period beginning February 1, 2018, from Insight Public Sector of Hanover Park, Illinois, for the City's e-mailing system, at an amount **not to exceed** Twenty Thousand One Hundred Thirty Eight and 25/100 Dollars (\$20,138.25).

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: January 8, 2018



## Department of Planning and Development

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222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5873  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Assistant Planner

**Date:** December 12, 2017

**Subject:** December 22, 2017 Commission Agenda Item –Legislation for the creation of the Public Arts and Culture Commission.

**Item for Consideration:** Approval of the creation of Codified Ordinance Chapter 187, Public Arts and Culture Commission.

**Purpose:** To establish Chapter 187 Public Arts and Culture Commission, which creates policies, procedures and duties for the commission, as well as creation of the Public and Cultural Art and Acquisition Fund (“PCAAF”).

The Public Arts and Culture Commission, shall be tasked with the preparation, maintenance and updating of the Public Art Master Plan. They shall also act as an advisory body, to the city, in reviewing and recommending for acceptance or rejection, public art projects. The Chair and City Manager, shall authorize expenditures from the Public and Cultural Art and Acquisition Fund, and provide recommendation for expenditure in full accordance with the City Charter. The “PCAAF” shall be funded on an annual basis with the use of general funds in an amount equal to one percent (1%) of the total admissions tax received from the previous year.

**Background Information:** During the planning process for the Sandusky 2018 Strategic Plan there was a call to increase Sandusky’s status as a Destination City. The presence and investment of millions of visitors in Sandusky annually provides us with resources to offer amenities that would typically be unavailable to cities of similar size. These amenities will benefit the quality of life for local residents in addition to attracting visitors.

Arts and Culture is a classic example of a quality of life issue that also drives a destination economy. Children, residents, and future residents value strong cultural assets like the State Theater, Maritime Museum, Merry-Go-Round Museum, Sandusky Cultural Center, and more. In addition to these cultural institutions however, the city is in an excellent opportunity to stimulate residents and visitors further by enhancing and dedicating resources to public art. Further investments in public art have been demonstrated to increase private investment and raise property values according to *Urban Land*, a publication of the Urban Land Institute in 2012.

**Budgetary Impact:** There is no direct budgetary impact related to the creation of the Public Arts and Culture Commission. The Public and Cultural Art and Acquisition Fund (“PCAAF”) referenced in the proposed Chapter 187, shall be funded on an annual basis with the use of general funds, not admission tax dollars. One percent (1%) of the total admissions tax received from the previous year will be used to calculate the budget for the PCAAF.

**Action Requested:** It is requested that legislation be passed under Section 13 of the City Charter to create Chapter 187, Public Arts & Culture Commission.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Department of Community Development

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



## Sandusky Percent for Art Program

Throughout the Bicentennial Plan visioning process a need for increased focus on public art was mentioned numerous times. The City of Sandusky could accomplish this by creating a Percent for Public Art Program that would have a purpose of:

### 1. The creation of a Sandusky Public Arts and Culture Commission

- a. Nurture a vibrant cultural and artistic community in Sandusky, as well as to oversee and administer a public art program that will ensure the inclusion of artwork throughout the city to enhance the artistic and cultural development of the city.
- b. This commission will have members with a broad set of backgrounds in the fine arts, architecture, business, landscape architecture, marketing, communications, graphic design, programming and others. Must have a youth liaison and a city commission's liaison.

### 2. Creating an ordinance that forms an annual fund dedicated to public art

- a. The Public and Cultural Art and Acquisition Fund ("PCAAF") shall be funded on an annual basis with the use of general funds, not admission tax dollars. However, one percent (1%) of the total admissions tax received from the previous year will be used to calculate the budget for the PCAAF.
  - i. For example, in year 2016 the city received \$4.3 million in admissions tax revenue, which would create a line item budget for public art under the general fund in the amount of \$43,000.
- b. Funds may be pooled and aggregated over a few years if projects costs deem it necessary.
- c. Funds can be used for maintenance and curation.

### 3. Create a public art plan

- a. Create a framework for implementing public art in a strategic way that aligns with the Bicentennial Vision Comprehensive Plan.
- b. The plan is to be created every 10 years with annual updates.
- c. The Sandusky Arts and Culture Commission and the Public Art plan will create guidelines for artwork visible from public property.

The Sandusky Public Arts and Culture Commission and Percent for Art Program are vital as public art is accessible to everyone. It offers a social escape in an urban setting and also helps drive local economies. Creating a city with a multitude of unique events and pieces of art means more revenue for local business and it makes our community more attractive to young, talented professionals, as well as enhancing the city for current residents and small businesses. A strong public art program will be important as a person's choice on where to live is increasingly being driven by quality of life and the availability of cultural amenities.

This program will help leverage our funds with our own resources by integrating public art projects into infrastructure or development projects as well as combining this program with resources from sponsors, developers, foundations etc....



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

**AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE SEVEN (BOARDS AND COMMISSIONS), BY THE ADDITION OF CHAPTER 187 (PUBLIC ARTS AND CULTURE COMMISSION) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, the proposed Public Arts and Culture Commission is established to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts; and

**WHEREAS**, the proposed Public Arts and Cultural Commission will prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City and identifies specific performing arts venues or locations for development; and

**WHEREAS**, in addition, a Public and Cultural Art and Acquisition Fund (PCAAF) will be created for authorized expenditures and will be funded on an annual basis with general funds based on a formula for establishing the budget of the PCAAF; 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:

Section 1. Part One (Administrative Code), Title Seven (Boards and Commissions), of the Codified Ordinances of the City be amended by the addition of new Chapter 187 (Public Arts and Culture Commission) as follows:

**NEW CHAPTER 187  
PUBLIC ARTS AND CULTURE COMMISSION**

- 187.01      CREATED, MEMBERSHIP COMPENSATION AND TERM OF MEMBERS, MEETINGS.**
- 187.02      DUTIES.**
- 187.03      PUBLIC AND PERFORMING ART AND ACQUISITION FUND**
- 187.04      LIMITATION OF POWER.**



**187.01      CREATED, MEMBERSHIP COMPENSATION AND TERM OF MEMBERS, MEETINGS.**

(a)    **Members.** There is hereby created and established a commission to be known as the Public Arts and Culture Commission, consisting of nine (9) members. Five (5) members shall be appointed by the City Commission and four (4) members shall be appointed by the City Manager. Preference to appointment to the Commission shall be given to City residence, although residency is not required. Members shall have experience and/or an interest in the placement, creation, or designation of public art.

(b)    **Ex-Officio Members.** The City Manager shall designate a City employee to serve as the staff liaison, one City Commissioner, and one representative of a high school and/or college art program (who may reside outside of the City of Sandusky) shall all serve as ex-officio members.

(c)    **Officers.** There shall be a Chair and Vice-Chair of the Public Arts and Culture Commission. The Public Arts and Culture Commission shall elect officers from its membership for a term of one (1) year and shall determine responsibilities of officers.

(d)    **Terms.** Public Arts and Culture Commission members shall serve three year terms and the membership shall be staggered. To achieve staggered appointments, the initial appointments to the Public Arts and Culture Commission shall have three (3) members appointed to three (3) year terms, three (3) members appointed to two (2) year terms and three (3) members appointed to one (1) year terms.

(e)    **Removal.** Members of the Public Arts and Culture Commission shall serve at the pleasure of the City Manager and City Commission and may be removed and replaced with or without cause at any time.

(f)    **Volunteers.** Public Arts and Culture Commission members are volunteers and shall serve without compensation or reimbursement for personal expenses.

(g)    **Meetings.** The Public Arts and Culture Commission shall hold regularly scheduled meetings. The frequency, time and location of meetings shall be established by the staff liaison. The staff liaison shall provide notice of all meetings to the City Commission Clerk a minimum of forty-eight (48) hours prior to the meeting to ensure public notice requirements are met. All meetings shall be conducted in accordance with the Open Meetings laws. All meeting and records of the Public Arts and Culture Commission shall be public records and kept in the custody of the City Commission Clerk.

**187.02      DUTIES.**

(a)    **Purpose.** The Public Arts and Culture Commission is created and established to administer, promote, facilitate, and oversee the creation of public art projects that will promote the cultural heritage and artistic development of the City, enhance the City's character and identity, contribute to economic

development and tourism, add warmth, dignity, beauty and accessibility to public spaces, and expand the experience and participation of citizens with visual arts.

(b) Master Plan. The Public Arts and Culture Commission shall prepare, maintain, and update a Public Art Master Plan which identifies locations for public art in the City of Sandusky and identifies specific performing arts venues or locations for development therefor.

(c) Responsibilities. The Public Arts and Culture Commission, as an advisory body to the City Manager, shall assist in reviewing and recommending for acceptance or rejection, according to criteria described in the Public Art Master Plan, proposed public art projects.

(d) Authorization of Expenditures. The Chair of the Public Arts and Culture Commission and the City Manager shall be required to authorize expenditures of the Public and Cultural Art and Acquisition Fund ("PCAAF") pursuant to the decisions of the Public Arts and Culture Commission, and in full accordance with the City Charter and any requirements thereunder for City Commission final approval.

#### 187.03 PUBLIC AND CULTURAL ART AND ACQUISITION FUND

(a) Accounting. The Public and Cultural Art and Acquisition Fund ("PCAAF") shall be funded on an annual basis with the use of general funds. One percent (1%) of the total admissions tax received from the previous year shall be used as the formula for establishing the budget for the PCAAF. The PCAAF is a separate, special fund as part of the City's overall finances into which public art donations and funding are deposited, transferred and used for acquisition, commissioning, performance, exhibition and conservation of public art as recommended by the Public Arts and Culture Commission and approved by the City Manager.

(b) Developer Contributions. The Chief Development Officer shall develop and institute a process whereby developers of new City or non-City initiated, construction or redevelopment projects are educated about the City's Public Arts and Culture Commission, as well as the value of public art to the City of Sandusky.

(c) Use of PCAAF. PCAAF funds may be authorized for the following purposes:

1. Artist fees and artist travel related to the training, education and performance of art open to the general public;
2. Artists fees and artist travel and expenses that are related to the City's commission or purchase of public art;
3. Purchase of equipment to be used in performing arts;
4. Leasing of equipment and space for education, practice and performance;
5. Studies and planning documents to further the arts;

6. Promotion and marketing of activities associated with educational activities and performances;
7. Fabrication, storage, and installation of a commissioned work of art;
8. Acquisition of existing work of art;
9. Fees associated with the lease of works of art for temporary display;
10. Required permits and insurance during the fabrication and installation of the public art per contract;
11. Project consultants and contracted services;
12. Curatorial services;
13. Public art planning services;
14. Documentation and interpretive plaques;
15. Publicity for public art projects;
16. Education and outreach, including symposia and special events;
17. Conservation and non-routine maintenance of works in the City of Sandusky Public Art Collection; and
18. Any other expense the City Manager approves in writing.

(d) Non-use of PCAAF. PCAAF funds may not be used for:

1. Mass produced work, with the exception of limited edition controlled by the artist;
2. Professional graphics;
3. Routine maintenance; and
4. City of Sandusky staff costs.

(e) PCAAF Annual Report. Each year the City Manager or designee shall assist the Public Arts and Culture Commission in preparing an annual report to be presented to the City Commission which provides for a detailed accounting of all PCAAF monies raised and all monies spent and/or earmarked for future expenditures.

**187.04 LIMITATION OF POWER.**

The Public Arts and Culture Commission shall have no police powers, disciplinary powers, or lawmaking powers.

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: January 8, 2018 (effective after 30 days)



## Department of Planning and Development

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222 Meigs St.  
Sandusky, OH 44870  
Phone: 419.627.5873  
Fax: 419.627.5933  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager  
**From:** Casey Sparks, Chief Planner  
**Date:** December 27, 2017  
**Subject:** January 8<sup>th</sup>, 2017 Commission Agenda Item –Application for an amendment to the zoning map for the following parcels: 58-1990.000 (2513 Venice Road) and 58-02419.000 (1651 Tiffin Ave)

**Item for Consideration:** To amend the zoning map to allow the property to be utilized for a commercial use.

**Purpose:** The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments.

**Background Information:** The City of Sandusky has submitted an application for an amendment to the zoning map. The properties located at 2513 Venice Road and 1651 Tiffin Avenue are currently zoned as “RMF” Residential Multi-Family. The City is proposing to rezone the properties to “GB” General Business.

As the Commission will recall this site was rezoned last year to residential multi- family as there was interest for senior multi- family housing. Unfortunately, the possibility for this use did not come to fruition as the applicant did not receive the federal tax credits. At the time of the rezoning, last year, there was little interest by retail or commercial developers for this area. However since then, our development department has received an increase in interest for this site. The current property is under a purchase agreement with The Forest Sandusky for the sale of this land for a business use. Additionally, there are several other retailers within the area which would lend to supporting a “General Business” zoning within this area. Planning Commission made a favorable recommendation regarding the proposed zoning amendment at the November 15<sup>th</sup>, 2017 meeting.

The Bicentennial Vision and Comprehensive plan calls for industrial redevelopment within this area. However, Planning Staff believes the properties would be logistically suited for commercial use business use and keep consistent with surrounding business uses.

**Correlation to the Comprehensive Plan:**

The Bicentennial Vision/ Comprehensive Plan outlines the city- wide development for the next ten years. In general, zoning amendments should align with the proposed land uses stated in a Comprehensive Plan. Therefore, the Comprehensive Plan is utilized by staff as one factor when evaluating proposed amendments. As stated, the current City Comprehensive Plan references this area for industrial redevelopment, however the site would be well suited for commercial development. The Bicentennial Vision plan also speaks to reclaiming and repurposing blighted sites for industrial or commercial redevelopment. The proposed amendment would allow this area to develop for commercial use.

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed amendments to the zoning map for the following parcels: 58-1990.000 (2513 Venice Road) and 58-02419.000 (1651 Tiffin Ave) from “RMF” Residential Multi- Family to “GB” General Business. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Angela Byington, AICP  
Director of Planning

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF DEVELOPMENT  
DIVISION OF PLANNING

# PLANNING COMMISSION REPORT

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

Reference Number: PC-18-17

Date of Report: November 8<sup>th</sup>, 2017

Report Author: Casey Sparks, Chief Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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

Applicant: City of Sandusky  
225 Meigs Street  
Sandusky, Ohio 44870

Site Location: 2513 Venice Road & 1651 Tiffin Ave.

Zoning: “RMF” Residential Multi- Family

Existing Uses: Vacant Land

Past Uses: Mobile Home Park and Gas Station

Proposed Zoning: “GB” General Business

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan  
Sandusky Zoning Code Chapter  
Chapter 1113 Amendments to the Zone Map & Zoning Code  
Chapter 1133 Business Districts  
Chapter 1129 Residential Districts

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### SITE DESCRIPTION

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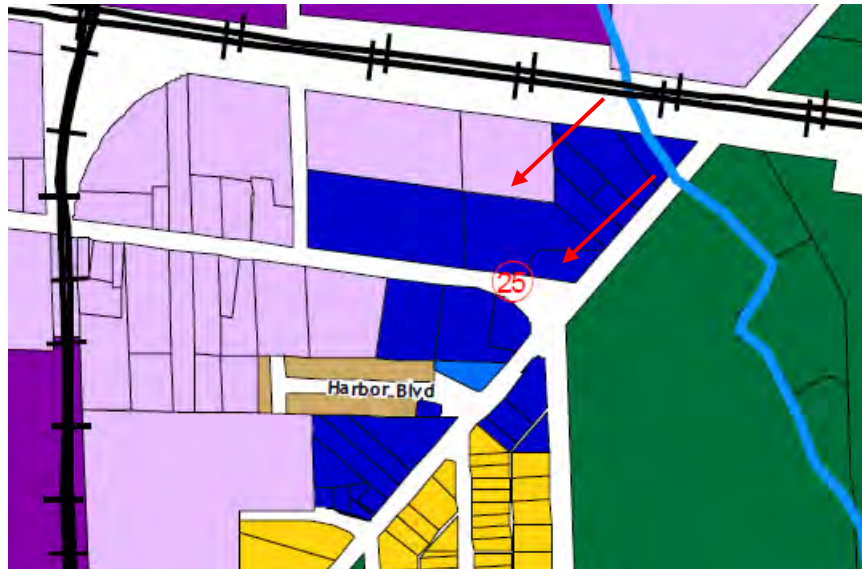
The subject properties are located at the northwest corner of Venice Road and State Route 6. The property has been an eyesore for numerous years and a point of contention for residents. As of recent, the City has completed environmental due diligence, allowing the City to take ownership of the properties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



The subject property is surrounded by commercial to the west, residential to the east, rail to the north and commercial to the south.



Zone Map – Parcels outlined in red



\*\*Please note that this zoning map does not reflect the existing zoning.\*\*

PF PUBLIC FACILITY	R1-40 SINGLE-FAMILY RESIDENTIAL	LB LOCAL BUSINESS	DBO DOWNTOWN BUSINESS
RS RESIDENTIAL SUBURBAN	R2F TWO-FAMILY RESIDENTIAL	RB ROADSIDE BUSINESS	CS COMMERCIAL SERVICE
R1-75 SINGLE-FAMILY RESIDENTIAL	RMF MULTI-FAMILY RESIDENTIAL	GB GENERAL BUSINESS	LM LIMITED MANUFACTURING
R1-60 SINGLE-FAMILY RESIDENTIAL	RRB RESIDENTIAL / BUSINESS	CA COMMERCIAL AMUSEMENT	GM GENERAL MANUFACTURING
R1-50 SINGLE-FAMILY RESIDENTIAL	P AUTO PARKING	CR COMMERCIAL RECREATION	PLD PLANNED UNIT DEVELOPMENT
AC AGRICULTURAL			50 REQUIRED SETBACK IN FEET

## DIVISION OF PLANNING COMMENTS

As the Commission will recall this site was rezoned last year to residential multi-family as there was interest for senior multi-family housing. Unfortunately, the possibility for this use did not come to fruition as the applicant did not receive the federal tax credits. At the time of the rezoning, last year, there was little interest if any retail or commercial development within this area. However, since then our development department has received an increase in interest for this site. As the Commission will recognize, there are several other retailers within the area which would lend to supporting a “General Business” zoning within this area.

The City adopted the Bicentennial Vision/ Comprehensive Plan, which outlines a city-wide development plan for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. The Comprehensive Plan references this location as a potential focus area. Although within this specific area, the Comprehensive Plan recommends industrial redevelopment, Planning Staff believes the properties would be logistically suited for business use, also keeping in mind that we have now had interest for retail and commercial development for the site.

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

### Vibrant City:

- **Reclaim and repurpose blighted land/sites for industrial redevelopment/commercial redevelopment.** This property was cleared for future development, the proposed zoning amendment would allow this area to be development for commercial use.

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

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

Understanding the Development Department has received more interest from retail and commercial development and the surrounding areas are currently zoned as “GB” General Business, Staff would support the zoning amendment. Staff believes that a commercial development will assist in aesthetically improving a once blighted intersection within the City.

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

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#### **ENGINEERING STAFF COMMENTS**

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

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#### **BUILDING STAFF COMMENTS**

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

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#### **POLICE DEPARTMENT COMMENTS**

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

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#### **FIRE DEPARTMENT COMMENTS**

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

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#### **CONCLUSION/RECOMMENDATION**

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In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. The Comprehensive Plan calls out this area as a focus area and the Bicentennial Vision supports reclamation of blighted properties for commercial development. Lastly, any commercial development will support the existing retail/commercial uses within the area.

Planning Commission  
November 15, 2017  
Minutes  
"Draft"

The Chairman called the meeting to order at 4:30PM. The following members were present: Mr. David Miller, Mr. Jim Jackson, Mr. Pete McGory, Chairman Michael Zuilhof, Mr. Conor Whelan, Mr. Joe Galea and Mr. Wes Poole. Ms. Casey Sparks, Mr. Greg Voltz and Ms. Angela Byington represented the Planning Department; Mr. Trevor Hayberger represented the Law Department; Mr. Aaron Klein represented the Public Works Department and Debi Eversole, Clerk from the Community Development Department.

Mr. Galea moved to waive the reading of the March 22, 2017 meeting minutes and approve them as presented. Mr. McGory seconded the motion. The motion carried with a unanimous vote.

Mr. McGory moved to waive the reading of the September 20 meeting minutes and approve them as presented. Mr. Poole seconded the motion. Mr. Miller stated that there was a correction in the spelling of a name on page #2. With no further discussion, the motion carried with a unanimous vote noting said corrections.

Mr. Hayberger swore in staff and audience members that wished to offer testimony during the Public Hearing portion of the meeting.

Ms. Sparks presented that The City of Sandusky had submitted an application to rezone 2 parcels at **2513 Venice Road** and **1651 Tiffin Avenue** from Residential Multi-Family to General Business. Both parcels were rezoned from General Business to Residential Multi-Family in 2016, as a developer had proposed to use the properties as Senior Living. Since then, the developer has chosen not to purchase the property and to date there has been little to no interest in retail or commercial development within the area. Currently, there is interest for this site to be utilized for commercial use.

The city has completed extensive work by working with the Ohio Development Service Agency to demolish the former gas station and structures and remove the underground storage tanks to make this site developable.

The Comprehensive Plan calls for this area to be industrial uses, however staff believes that the property would be logically suited for business use, understanding the commercial development in the surrounding area.

The Bicentennial Vision plan calls for reclaiming and repurposing blighted land for industrial and commercial redevelopment. The property was cleared for future development, the proposed amendment would allow for this to occur.

Staff believes that the zoning of "GB" General Business will support the area and will assist in aesthetically improving a once blighted intersection within the city.

Site plan and off- street parking will be required prior to any development.

Mr. Jackson asked if this site is being proposed for medical marijuana sales. Ms. Sparks stated that the current developer interested would use the site for a medical marijuana dispensary. She added that City Commission had approved a purchase agreement for these parcels through the developer in the most recent Commission meeting. Mr. Jackson clarified that this would be for sales and not growing medical marijuana.

Chairman Zuilhof asked if anyone in the audience wished to speak in favor of the application.

Sharon Johnson, Fifth Street stated that this property is in a high profile area and a gateway into the City. She does not believe that this type of business should not be on a gateway corner. She stated that in her opinion, if Ohio legalizes marijuana, this operation will open up full-time. This is not the correct neighborhood for this type of business.

Kathryn Carter, 5309 Columbus Avenue stated that what she saw at the City Commission meeting was that the business would bring in 300 – 350 people per day. That is a lot of congestion for this area and she wondered what would happen when the customer leaves with their marijuana. There is no control for what happens when the people leave the building. She wondered how hard it would be to close down the operation if it becomes a problem in the area. She stated that this should be outside of town and not in this gateway to Sandusky. The business that this will bring will not support downtown Sandusky.

Mr. McGory stated that he understood that this was simply a rezoning of the parcels back to their original zoning. The purpose of the change in zoning in 2016 was for a particular project that did not end up happening. General Business or Commercial is appropriate for this area. This Commission is not responsible for determining what type of business goes in there.

Mr. Zuilhof stated that the location is best suited for General Business and had it been on the market as such, it may have been sold and running by now.

Mr. McGory moved to approve to rezone the properties back to General Business. Mr. Whelan seconded the motion. With no further discussion, the motion was approved with a 6/1 vote. Chairman Zuilhof opposed.

Ms. Sparks introduced Michelle Johnson, with Environmental Design Group, who will be presenting the conceptual design for **The Landing Project**. Environmental Design Group is requesting approval of the conceptual design. Ms. Sparks added that Mr. Aaron Klein is also present from the City of Sandusky Public Works Department.

Ms. Johnson stated that the project started in early April of 2017 and the project is in collaboration with the City of Sandusky, Cedar Fair and Erie Metro Parks. The overall planning process included 6 stakeholder meetings, 7 stakeholder conference calls, 14 stakeholder interviews, client participation and several onsite visits.

She began the presentation by stating that there is a park component to the project and a trail component to the project. The park component is what is currently being called The Landing Park, which is located on the old airport site. The rest of the study is for the entire trail system. Each component is part of The Sandusky Bay Pathway Update.

The Sports Force Park Wetland Delineation included documented and categorized wetlands and other wetlands that are known but not filed. The water reached record levels this year which was important in the elevations planning process. There was a wetland inventory and analysis and a habitat zone analysis performed. The stakeholders expressed concern with keeping the natural environment in the forefront.

The one on one stakeholder meetings resulted in the following factors:

- 75 / 25 split between active vs. passive use on the site
- BUT - overall land massing should be a majority of passive/natural areas
- Destination site
- Bicycles & pedestrians
- Active recreation on site but not organized sports

- Views of the bay area must
- Non-motorized boat access a must
- Desire for year-round activity
- The site needs to be public, with public access for residents and visitors (in that order)
- Viewing tower
- Canoe/kayak/paddle board launch
- Birding areas
- Children's play area
- Vendors/concessions
- Boat drop off close to the water
- Boardwalks
- Promenade
- Fishing pier and fishing areas
- Plenty of seating (and shade!)
- Trails and boardwalks

The first site visit showed the entire coastline inundated with phragmites that are 8-10 feet high. This means you can't see the lake. Part of the recommendation will be to ecologically restore most of this coastline. The purpose is to take advantage of the views and view-sheds.

The project will be phased based on stakeholder input and funding sources. For example, Federal funding through ODOT isn't available until 2023 – 2024. Therefore, the projects that will require ODOT funding will wait until the funding is available. The opportunities requiring ODNR funding will be available as soon as January 2018. All of the boardwalk structures that are being recommended are also recommending piers, piles or helical screws, which keeps the footprint of the impact will be very small.

Working with the stakeholders and client group, it was decided to meld all of the desired themes together to make the "Great Lakes Coastal Theme". This combines natural, whimsical and contemporary themes. The theme can evolve as you move through space. There is a lot of coastline, a lot of birding and a lot of industrial and milling heritage here. The theme can be flexible as you move through certain areas of the coastline.

Natural materials will be used such as wood and metals while trying to incorporate playfulness. The architecture can be a mixture of several different styles.

The majority of the parcels are owned by Cedar Fair, with other ownership consisting of Erie Metroparks and the City of Sandusky.

The stakeholders and clients discussed how intense the use of the land should be, specifically at the northern part of the runway. The land is dry at 60' width. An active recreation component should be used in this space. The Landing Park recommendation is a lighthouse birding tower where the 2<sup>nd</sup> story includes a staircase and is ADA accessible. There is also a fishing pier at the end of the boardwalk with a water taxi. It may be possible for a flat bottom boat or pontoon to access this area as well.

Going west outside of the Landing Park area, it is proposed to have a bridge connector over Castaway Bay. The existing land and channel will not be narrowed, but a bridge is proposed to connect the two pieces of

land. A smaller, non-motorized or Sea Ray will be able to get under the bridge but the water gets shallow so quickly that a larger boat is not recommended.

East of the area is the Sports Force Phase II development. The driveway to The Landing Park and Sports Force Phase II will be combined on Route 6. There will be one IN/OUT on Route 6 for both of the facilities to help with traffic.

There is an area just above the phragmites in the trees where a playful idea had been suggested. Instead of a boardwalk, it is proposed for an elevated canopy walk, above the trees. This is ADA and bike accessible. There is not much of a cost difference between a boardwalk and an elevated boardwalk.

Moving northeast, a proposed phrag tunnel boardwalk is planned. Since it is so difficult to remove and maintain phragmites, it is proposed to leave this portion of it and put a boardwalk through it leading to a viewing area of the bay.

The entire project is 132 acres. There needs to be a vertical reference. This is the lighthouse birding tower. There will be privately owned, low intensity use businesses such as a kayak and paddleboard launch, bar/restaurants to keep people there. This will accommodate adults and children alike. There are elevated and floating boardwalks proposed.

Mr. Miller asked how we will control the phragmites within the phrag tunnel as this is an invasive species. Ms. Johnson stated that general maintenance with a heavy weed whacker will be necessary.

Mr. Jackson stated that the parking along Cleveland Road could be a problem as he had seen parking on Cleveland Road during large events. Ms. Johnson stated that there were 137 proposed parking spaces with ADA accessible spaces. Phase II Sports Force does have a parking lot proposed.

Mr. Whelan asked what the cost breakdown was between the land owners. Ms. Johnson stated that the budget for the public side is a little over \$18 million; this includes the lighthouse, the boardwalks, all of the nodes, all of the improvements of the trail. This number is projected out to 2024. There is about \$6.5 million on the private development side (Cedar Fair) which includes retail establishments, the drives, etc.

Mr. Galea stated that there are a couple of engineering concerns regarding the Cleveland Rd area. One being that there is a bike path along Cleveland Rd and also that there is an entrance drive off of Route 6. The rendering does not show a turn lane or traffic control device at the entrance. Will the path along Route 6 be separated from the road or part of the road? And what is ODOT's stance on a traffic device at this entrance. He sees many potential issues on this subject. Ms. Johnson stated that bikes will enter through the Henninger Boardwalk and will not hit Route 6 until after the development. There is enough space within the right of way to shift all of the striping down. The assumption is that bike lanes or a center turning lane will be recommended within the Route 6 development.

Mr. Poole asked if the plan was to run a bicycle trail on one side of the road, for two way traffic. Ms. Johnson stated that there is a 5' buffer on one side, 10' trail and a 2' buffer on the other side. This is required if using ODOT dollars. He wondered if bicycles will be on the south side of Cleveland Road. Ms. Johnson stated that is not part of this plan. The only bike paths associated with this plan are on the north side of Cleveland Road. Mr. Poole stated that if one is on the south side of Cleveland Road, whether it be a pedestrian or bicyclist; there is no place to cross over to The Landing. Ms. Johnson stated that if there were a place that people are trying to cross, crossing signals or signs could be placed.

Mr. Miller referred to the Landing at Castaway Crossing and wondered if the purpose of having a crossing there is because of the railway. Ms. Johnson stated that yes; the railway is part of this property which is



owned by Cedar Fair. The proposal is to earth ramp it up to the bridge. There is plenty of room for kayak rental and launch.

Amy Moore with Erie Metro Parks stated that they typically manage the phragmites by burning it but that will have to change in the future. She added that you basically never get rid of it, you can only manage it.

Duff Milkie with Cedar Fair stated that it has been a great process working with the city and Erie Metro Parks. The presentation shows the conservation aspect of the project along with the development. When Cedar Fair purchased the airport, they worked with Metro Parks and will develop the front portion and donate the park land back to them. The two conditions were that the park be active so that people could boat, bike, run etc. and that it would connect the existing Metro Parks assets and City's assets so that the entire community could utilize it. In order for Cedar Fair to build out their property as a resort, they need a healthy and vibrant community.

Chairman Zuilhof stated his concern is that the project is missing the opportunity to rejoin a fragment of what is really an amazing contiguous waterfront ecology stretching the length of that segment of the bay. There are some sensitive and some not so sensitive segments there. He stated that he does appreciate that the proposal at the end of the runway is less intense than originally envisioned, he would still prefer to see it backed off a little bit and take that opportunity to connect – reconnect rather than add to the division and the fragmentation of what he thinks is an amazing long contiguous and therefore rare piece of environment. In saying that, they are still adding to or certainly doing something that is in harmony with the metro park mission which is in part is environmental conservation. He would rather not see the development so close to the water because of the fragmentation it causes but he is in support of the plan.

Mr. Whelan questioned if the old railway connector was an existing right of way and is available. Ms. Johnson stated that there may need to be some property acquisition. There are easements where there is nothing in its obstruction.

John Mears, Central Avenue wondered if the bridge will be high enough for a good sized boat to get in to the Castaway Bay and restaurant side of the bay. Ms. Johnson said depending on the fly bridge, she felt that a 30' – 32' Carver could get under there at normal water levels. Typically, Sea Rays travel on this side of the bay. Most Sea Rays that don't have the fly bridge could get back there but the wind activity in this area empties out the bay very quickly. Her opinion is that it is too shallow for bigger boats.

Sharon Johnson asked for clarification regarding the bikes on Cleveland Road. She lives close so she likes to get on her bike and ride down Causeway Drive down Cleveland Road to the park. How wide will the road be and how wide will the bike path be. Will there be a turning lane into the park? Aaron Klein stated that the City is working with the County, who had acquired funding from ODOT for an analysis of Cleveland Road from Sycamore Line to the Corporation limit. The analysis will dictate where we can put bike lanes, where we can widen the roadway and different things like that. The conceptual plan just shows that it can fit and may be changed per ODOT's requirements. The Cedar Fair Engineers are working with ODOT concerning Phase II of the Sports Force complex. There will be an extensive planning study of what Cleveland Road should be so that it is pedestrian friendly with the current traffic.

Kathryn Carter wondered if there will be a shed that could store a gator for emergencies. Ms. Johnson stated that the load rating for the development trails is required by ODOT to handle emergency vehicles.

Mr. Galea moved that the application for recommendation to the City Commission for the conceptual design for the Landing Project be approved by this Commission. Mr. Miller seconded the motion. With no further discussion, the motion was approved with unanimous vote.



Ms. Sparks stated that there were several individuals present for the Landmarks Commission meeting, which is scheduled to immediately follow the Planning Commission meeting and requested to change the order to hear the Landmarks item next. The Chairman asked if there were any objections to the change in the schedule. Mr. Poole stated that he would like to vote on it.

Mr. McGory moved to recess the Planning Commission meeting and begin the Landmarks Commission meeting. Mr. Miller seconded the motion. The motion was approved with a 4/3 vote. Chairman Zuillhof, Mr. Galea and Mr. Poole voted no. The Planning Commission meeting recessed at 5:45PM.

The Planning Commission meeting resumed at 7:10PM. The final item on the agenda is an application from City Architecture for approval of the conceptual design plan for **Shoreline Drive**.

Alex Pesta with City Architecture began to present a conceptual design for the Shoreline Drive corridor. He stated that the entire process ran parallel with the Jackson Street Pier project which has been approved by City Commission. The community input sessions were to gain information on both projects. The following items were important in the community input sessions.

- IMPROVED WALKABILITY AND BIKEABILITY
- LIGHTING
- PARKING FOR BUSINESSES
- DESIGN A STREET FOR PEOPLE
- IT SHOULD NOT FEEL LIKE A BACK DOOR
- DIRECTIONAL AND WAYFINDING SIGNAGE
- REPAVE STREETS
- ACTIVE STOREFRONTS AND RESTAURANTS
- BURIED UTILITIES
- NO CARS / NO PARKING

What was also discovered during these sessions was that there is an opportunity to create a waterfront promenade that supports vehicle, pedestrian and cycling traffic. Shoreline Drive currently feels like a back door to Sandusky. This is the chance to take advantage of the waterfront as an asset.

The Shoreline Drive travels from Lawrence Street on the west to Franklin Street on the east. It also includes 2 parking areas on Jackson Street and Wayne Street. There is enough space to retain the vehicular traffic and add new elements to elevate the value of the drive and increase operations and increase serviceability to the businesses.

There were different options to how parking could be retained, how it could be reconfigured, whether it belonged on the north side or south side, whether there should be angled parking or parallel parking. There were 3 options that came out of the community meeting. Currently, there are about 186 parking spaces in the study area between Lawrence and Franklin Streets.

Option 1 was a Shared Path which shows the existing 12' sidewalk to be retained on the north side. The changing of angled back in parking will add to the sidewalk space on the south side.

Option 2 was a Separated Trail which can be thought of as a continuation of the Sandusky Bayfront Connector. It is separated and buffered and can be marked as multimodal meaning it is appropriate for pedestrians or cyclists or both. This option would also feature angled back in parking.

Option 3 was a Hybrid Parking idea. This option came after a conversation asking if there could be a separated trail and expanded sidewalk. This option proposes angled back in parking east of Wayne and west of Jackson Streets. Between Jackson and Wayne Streets there would be parallel parking spaces. This allows 13.5' of sidewalk to be added within those 2 blocks to support additional space for the businesses that are there.

When the 3 options were presented to the community, the Hybrid Parking was greatly preferred. When analyzing the option, the net parking would be a loss of 6 parking spaces to add the sidewalk space. The Hybrid Parking is what is being recommended for approval.

A case study on the value of trails shows that a dedicated defined trail system will add value to the community. For every \$1 of trail investment, the economic impact has been estimated to return \$13.72. Mr. Pesta stated that this study was in Indianapolis.

Mr. Poole stated that if the designated area was to be filled with people, he would rather see bicycle path separated. He suggested not making it permanent in case changes needed to be made. Once it is concrete it's too late to make changes. Mr. Pesta agreed that there needs to be a buffer between pedestrian traffic and vehicular traffic. He plans to work with the Engineering department to determine what that will be.

Chairman Zuilhof stated that he liked the design that maximizes the width of the south sidewalk.

Ms. Byington stated that part of this plan is already part of the Sandusky Bay Pathway plan which included the widened sidewalk. The city is under contract to update the citywide Sandusky Bay Pathway and during that process, the exact materials, amenities, branding and look of the pathway will be determined. Chairman Zuilhof added that this is a conceptual plan and that the details may be worked out later.

Mr. Pesta continued stating that from the west, there is opportunity to formalize parking but it is not critical as there is no development. He recommended repaving the street leaving the south side flexible for future development. The areas between Jackson and Wayne Streets are where the higher concentration of parking is recommended. There are areas designated for enclosed centralized dumpsters. This will free up some parking spaces. Moving to the east, there are designated enclosed trash areas and the formalized parking will be at Wayne Street. Two-way traffic will be maintained. One way traffic is not recommended.

Kathryn Carter, 5309 Columbus Avenue stated that she is unclear why there needed to be a 10' walking lane and bike lane with a 2' ramp that people will be driving over. She suggested making the sidewalk 12' wide with a blue stripe designated for the bicycles. She also felt that the sidewalk on the south side is unnecessary because a lot of the businesses are not restaurants and will not utilize the space anyway.

Mr. Whelan asked Mr. Pesta to explain the need for the curb as opposed to painted lines. He is concerned about point of entry for bicycles and stated that they may have to ride on the street until they get to an entry to the path. Mr. Pesta stated that the width of the lanes is 11' which will slow traffic. The curb is a safety feature so that a car and bicycle will not interact. There will be multiple entryways for bicycles to yield into the path. Since the area is condensed, getting on at either end should be sufficient; however, there will be breaks in the curb for entry.

Chairman Zuilhof questioned if the bike path is the only discussion or is the entire streetscape and getting rid of power lines included in the conceptual design. He stated that the Bayfront Corridor Committee made a recommendation of putting conduit in under the road to get rid of the low voltage poles.

Bonnie Teeuwen, Osborn Engineering stated that during this process, they looked at putting some of the utilities underground and they will get pricing etc. Chairman Zuilhof stated that it was recommended by the

Bayfront Corridor Committee that if the streets were going to be repaved, to try to bury what they could, understanding that it is necessary for the higher poles and wires to remain. His point being that if the street was going to be dug up during this project, do it then instead of digging it up later. Ms. Teeuwen stated that this project included much more than parking and bicycle lanes. The project is an infrastructure project which included the utilities that the Bayfront Corridor recommended along with water lines and sanitary sewer lines. Since there are existing railroad tracks in the roadway, it will not be possible to mill of a few inches and refill. Her suggestion was that if the roadway is going to be removed to replace any water or sewer lines to remove what is left of the tracks at that time.

Mr. Whelan asked about the timeline and cost of the project and whether the TIF money would be used for the project. Ms. Byington stated that if approval is made at City Commission, the project would coincide with the Jackson Street Pier project which is planned to begin in the fall of 2018. She added that a large portion of the project would be paid through the Public Works Department for the water and street repairs. Mr. Klein had left the meeting and was not available to confirm. A portion of the project could be eligible for the TIF funds but she had not heard if that was part of the budget at this time.

Chairman Zuilhof stated that the Planning Commission was being asked to vote to recommend the preliminary engineering and conceptual plan to City Commission, all may be subject to change, but the recommendation would be for the conceptual plan as presented. Mr. Miller moved to recommend as stated by Chairman Zuilhof. The motion was seconded which opened up discussion.

Mr. Poole asked what the Planning Commission was voting to recommend. Mr. Pesta stated that what was presented by him and Ms. Teeuwen regarding utilities, a continuous separated bike path, and the "Hybrid" option of the conceptual plan which included the parallel parking configuration between Jackson and Wayne Streets and west of Jackson Street and east of Wayne Street would be angled, back in parking.

Mr. Poole added that from Wayne Street to Mylander Plaza, the plan suggested a 23' sidewalk behind an insurance company, attorney, bakery and Leaking Boot. He felt that that on that area of street, you would want to be on the water side. There is nothing on the south side to see. Mr. Pesta stated that there will be a 6' sidewalk maintained on the north side and a 10' separated bicycle trail on the north side, right now there is 12' of pavement that is being shared between pedestrians and cyclists on that space. The reason for narrowing the north side is to separate the bicycle traffic. Mr. Poole stated that the decision should come down to where people want to walk. He felt that people are not going to want to walk along the south side.

With no further discussion, the motion carried with a 5/2 vote; Mr. Whelan and Mr. Poole voting no.

Ms. Byington stated the next meeting will be on Tuesday, December 5, 2017 at 4:30PM.

Chairman Zuilhof adjourned the meeting at 8:00PM.

APPROVED:

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Debi Eversole, Clerk

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Michael Zuilhof, Chairman



## Department of Planning and Development

November 16<sup>th</sup>, 2017

Planning Commission recommends the approval for the rezoning amendment for parcels 58-1990.000 (2513 Venice Road) and 58-02419.000 (1651 Tiffin Ave) from "RMF" / Residential Multi- Family to "GB"/General Business.

Michael Zuilhof

Planning Commission Chair

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

**AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE TWO (2) PARCELS FROM “RMF” (RESIDENTIAL MULTI-FAMILY DISTRICT) TO “GB” (GENERAL BUSINESS DISTRICT); AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.**

**WHEREAS**, a request is being made by the City for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for two (2) parcels located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, from “RMF” (Residential Multi-Family District) to “GB” (General Business District) as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, the request for rezoning from RMF" (Residential Multi-Family District) to “GB” (General Business District) is to provide for commercial development; and

**WHEREAS**, this City Commission authorized the City Manager to enter into an agreement to sell the property located at 2513 Venice Road and 1651 Tiffin Avenue to The Forest Sandusky, LLC, by Ordinance No. 17-211, passed on November 13, 2017, for the purpose to develop a medical marijuana dispensing facility on the property which is contingent on The Forest Sandusky, LLC, receiving a dispensing license from the State of Ohio and the property being rezoned to permit commercial development; and

**WHEREAS**, this request was heard by the Planning Commission at their November 15, 2017, meeting resulting in the Planning Commission’s recommendation to **approve** the requested Zone Map Amendment; and

**WHEREAS**, a public hearing on the request was held by this City Commission at their January 8, 2018, regularly scheduled meeting; and

**WHEREAS**, this Ordinance should be passed approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances for two (2) parcels located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, from “RMF” (Residential Multi-Family District) to “GB” (General Business District); and

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

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

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of two (2) parcels located at 2513 Venice Road, identified as Parcel No. 58-01990.000, and 1651 Tiffin Avenue, identified as Parcel No. 58-02419.000, from “RMF” (Residential Multi-Family District) to “GB” (General Business District) as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

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

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 8, 2018 (effective after 30 days)

**RE-ZONING  
LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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

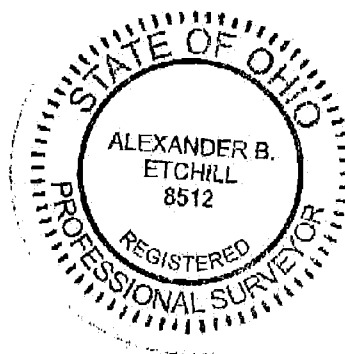
Page 2 of 2  
Re-zoning of 0.4211 Acres

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

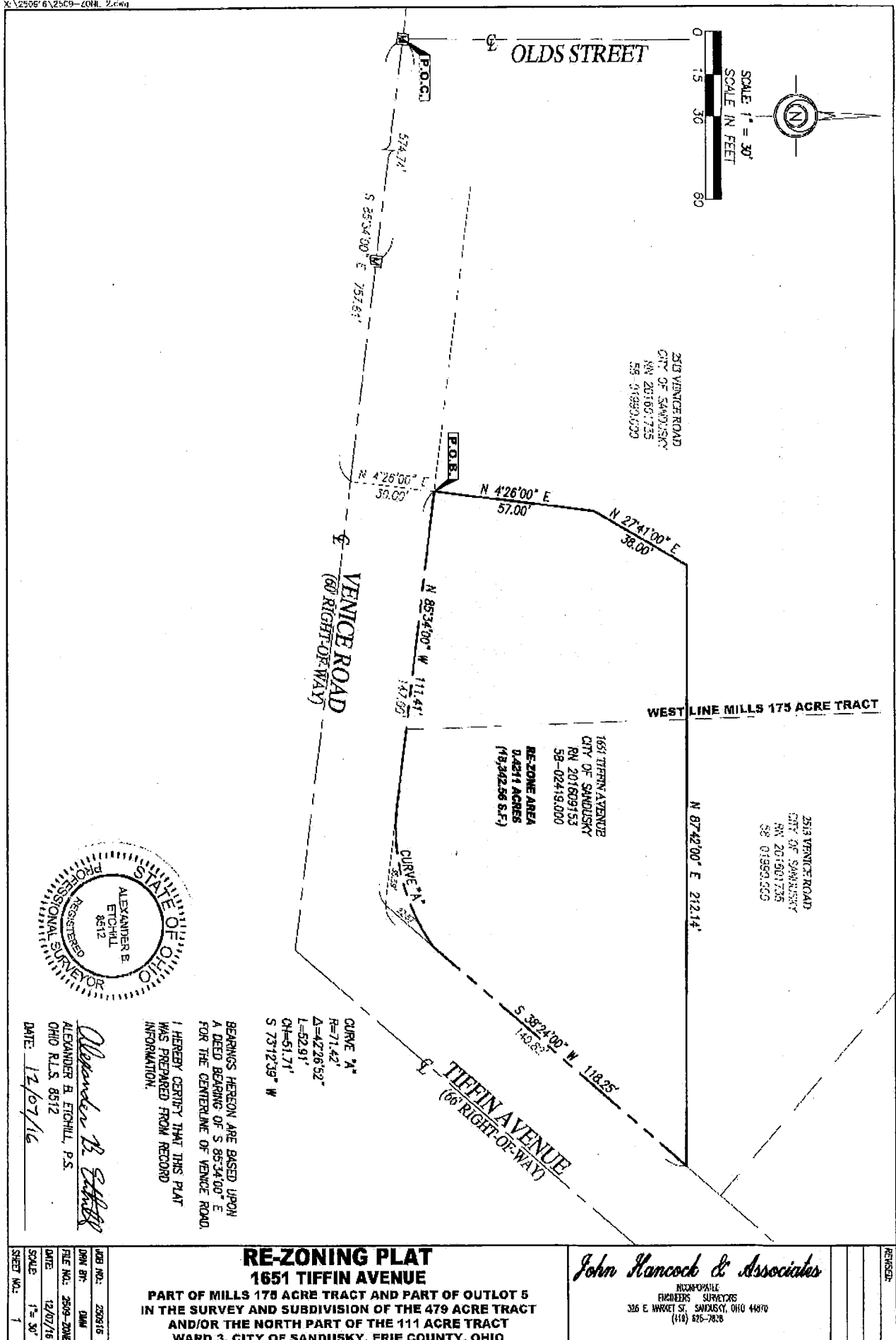
John Hancock & Associates, Inc.

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

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









## PLANNING DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Angela Byington, Planning Director

**Date:** December 27, 2017

**Subject:** January 8<sup>th</sup> City Commission Agenda Item –Amendment to Ordinance 17-095 to amend the funding source associated with a portion of the fee paid to the Trust for Public Land (TPL) for services related to the Sandusky Downtown East Bay Plan.

**Item for Consideration:** Request to amend Ordinance 17-095, in regard to, the funding source associated with an expenditure of \$3,122 paid to the Trust for Public Land for services related to the Sandusky Downtown East Bay Plan and as outlined in the Cooperative Agreement.

**Purpose:** To amend Ordinance 17-095 to accurately reflect the sources and associated amounts of funds for professional fees paid to the Trust for Public Land. The professional services that TPL completed are outlined in the Cooperative Agreement for the Sandusky Downtown East Bay Plan.

**Background Information:** The City entered into a Cooperative Agreement with the Trust for Public Land, through ordinance 16-078, on May 9, 2016. The original Cooperative Agreement provided for the City of Sandusky and TPL to work together to create the Downtown Sandusky East Bay Plan. The total project cost for the Plan was \$90,244. The project cost was to be paid fifty percent by a Coastal Management Assistance grant, awarded by the Ohio Department of Natural Resources to the Trust for Public Land (\$45,122) and the remaining fifty percent by grants to the City from the Randolph J. and Estelle M. Dorn Foundation, the Wightman-Wieber Charitable Foundation and the Erie County Community Foundation (\$45,122). Ordinance 17-095 was passed, in May of 2017, authorizing an additional \$9,500 for additional public outreach. The original \$45,122, from the foundations, that was stated previously as match to the grant, is now only \$42,000. Therefore, the difference of \$3,122 will be paid with Issue 8 Funds from the Capital Projects Fund. The following reflects the accurate funding sources and amounts paid, or yet to be paid, to the Trust for Public Land: \$45,122 from the Coastal Management Assistance Grant, \$42,000 from the Erie County Community Foundation, Randolph J. & Estelle M. Dorn Foundation, and the Wightman-Wieber Foundation, \$9,500 from the Battery Park TIF Funds and \$3,122 from the Issue 8 Capital Projects Fund.

**Budgetary Impact:** There will be a \$3,122 impact on the Issue 8 Capital Projects Fund.

**Action Requested:** It is requested that City Commission amend Ordinance 17-095 to reduce the Foundation contribution by \$3,122, thereby increasing the City contribution by \$3,122.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Angela Byington, AICP  
Department of Community Development

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

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

**AN ORDINANCE AMENDING ORDINANCE NO. 17-095, PASSED ON MAY 8, 2017, APPROVING AN AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE TRUST FOR PUBLIC LAND (TPL) FOR PROFESSIONAL SERVICES FOR THE SANDUSKY DOWNTOWN EAST BAY PLAN.**

**WHEREAS**, the Sandusky Downtown East Bay Plan, which is part of the Bayfront Corridor Plan, will provide the City with resources to develop a long-term vision for city-owned property on the eastern edge of downtown, including the Sandusky Bay Pavilion, Battery Park and City Hall properties and the goal of the planning process will be to improve public access to the waterfront as well as to determine how to better activate the space and the Trust for Public Lands (TPL) is providing services to create a vision for increased public access to and improvement of the Bayfront parks and public spaces located at the east end of downtown; and

**WHEREAS**, the City Commission authorized the submission of a grant application to the Ohio Department of Natural Resources (ODNR), Office of Coastal Management for financial assistance through the Coastal Management Assistance Grant (CMAG) Program for the development of a master plan for the Sandusky Downtown East Bay Area by Resolution No. 049-14R, passed on November 24, 2014, and subsequently obtained grant funds in the amount of \$45,122.00 to assist with implementing the Plan; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a Cooperative Agreement with the Trust for Public Land (TPL) for Professional Services for the Sandusky Downtown East Bay Plan by Ordinance No. 16-078, passed on May 9, 2016; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an Amendment to the Cooperative Agreement with the Trust for Public Land (TPL) for Professional Services for the Sandusky Downtown East Bay Plan by Ordinance No. 17-078, passed on May 8, 2017, to provide for additional services for public outreach in the amount of \$9,500.00; and

**WHEREAS**, Ordinance No. 17-095 stated the total revised cost for the Sandusky Downtown East Bay Plan project is \$99,744.00 of which \$45,122.00 will be paid through reimbursement by the Coastal Management Assistance Grant (CMAG), \$45,122.00 will be paid by donations from the Erie County Community Foundation, Randolph J. & Estelle M. Dorn Foundation, and the Wightman-Wieber Foundation ("Foundations"), and the remaining balance of \$9,500.00 is proposed to be paid with Battery Park TIF Funds; and

**WHEREAS**, the revised total amount of donations from the Foundations is \$42,000.00 and therefore it is necessary to amend Ordinance No. 17-095 to reflect the accurate funding sources which will be as follows: 45,122.00 will be paid through reimbursement by the Coastal Management Assistance Grant (CMAG), \$42,000.00 will be paid by donations from the Foundations, \$9,500.00 will be paid with Battery Park TIF Funds, and the remaining balance of \$3,122.00 will be paid with Issue 8 funds from the Capital Projects Fund; 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:

Section 1. This City Commission hereby amends Ordinance No. 17-095 passed on May 8, 2017, and approves the expenditure of funds donated from the Erie County Community Foundation, Randolph J. & Estelle M. Dorn Foundation, and the Wightman-Wieber Foundation in the revised amount of \$42,000.00 and the expenditure of Issue Funds from the Capital Projects Fund in the amount of \$3,122.00 for the Sandusky Downtown East Bay Plan Project.

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

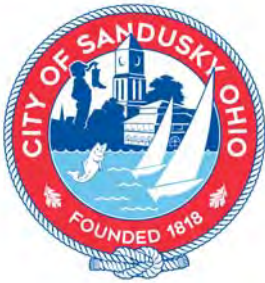
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance 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:



TO: Eric Wobser, City Manager

FROM: Victoria Kurt, Recreation Superintendent

DATE: December 27, 2017

RE: Commission Agenda Item:  
Shoreline Park Concession Amendment

**ITEMS FOR CONSIDERATION:**

An amendment to the current agreement with Ron Hile II, of Sandusky, Ohio, dba Great Lakes Grinders, to extend the terms for an additional five (5) years (March 15 through September 15) beginning March 15, 2018.

**BACKGROUND INFORMATION:**

Mr. Hile brought a proposal to the Recreation Department's attention in 2015 to lease the space at Shoreline Park for Great Lakes Grinders which would be a sub sandwich concept. Sandusky Recreation believed Great Lakes Grinders would be a great asset to Shoreline Park for the community and tourists throughout the spring and summer. Ron Hile II, leased the space April 1, 2015 through September 30, 2015.

November 2015 the Recreation Department issued a request for proposals (RFP) for the concession operations at Shoreline Park. The Recreation Department received one (1) responsive proposal by the December 10, 2015 deadline from Ron Hile II dba Great Lakes Grinders, which was determined to be appropriate and in the best interest for the City and Recreation Department.

Mr. Hile has been an outstanding lessee for the past three years and the community has continued to respond to Great Lakes Grinders with nothing but positive and raving reviews. Mr. Hile is interested in continuing the success at Shoreline Park for the next five years, and plans to increase the foot traffic and improve the atmosphere at Shoreline Park.

**BUDGET IMPACT:**

The agreement will not result in any additional budgetary expenses. The City will benefit from the agreed upon rental fee income of \$70.00 per month and electric service reimbursement of \$30.00 per month.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to amend the current agreement with Ron Hile II, dba Great Lakes Grinders, to extend the term for an additional five (5) years for the Shoreline Park Concession Stand.

Approved:

---

Eric Wobser, City Manager

## **AGREEMENT**

This Agreement made on and entered into this 22<sup>nd</sup> day of March, 2016, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Ron Hile II (d.b.a. Great Lakes Grinders), P.O. Box 93, Sandusky, Ohio, 44870, herein referred to as "Lessee."

In consideration of the mutual covenants herein set out, the parties agree as follows:

### **1. Description of Premises**

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed and fulfilled, Lessor hereby leases to Lessee the premises known as the Shoreline Park Concession Area located in the City of Sandusky alternatively referred to as the "Leased Premises". The Leased Premises is more specifically described in Exhibit "A" which is attached and specifically incorporated as if fully rewritten herein.

### **2. Term**

The term of this Lease shall be for the period of the operating season for the Calendar Years 2016, 2017, and 2018, which is defined as March 15, and concluding on September 15, and shall include the rights,

privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

The parties may extend this agreement for an additional 3 operating seasons, upon written mutual agreement to extend signed by both parties.

### **3. Concession Stand**

Lessee shall have the right to operate the Shoreline Park Concession Area to sell food and beverages at the Shoreline Park Concession Stand. Such menu is described in Exhibit "B" attached hereto and may be amended by Lessee from time to time. The Shoreline Park Concession Area shall comply with all Erie County Health Department regulations and shall be licensed and inspected by said Health Department. Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the Codified Ordinances of the City of Sandusky. Lessee shall register with the City of Sandusky's Income Tax Department and provide Lessor with a certificate of registration. Lessee shall be required to provide to Lessor upon request a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

### **4. Delivery of Possession at Beginning of Term / Acceptance / Use**



Lessee agrees that the Leased Premises shall be used exclusively for the operation of a concession stand. No other use of the Leased Premises shall be allowed unless prior written consent is obtained from the Lessor.

#### **5. Use of Equipment / Damage to Property**

Lessee shall provide additional, suitable equipment in Lessee's discretion necessary to the proper operation of the concession stand business and the selling of food and beverages. Lessee agrees that all personal property of every kind and description kept, stored or placed in or on the leased premises shall be at Lessee's sole risk and hazard and that the Lessor, its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such personal property.

#### **6. Obligations of Lessee**

Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulation, policies and executive orders pertaining to all aspects of its operations. Lessee shall operate the Shoreline Park Concession Area and perform the duties and responsibilities as required by the Lessor including but not limited to the following:

- a. Lessee, their agents, employees, representatives, or volunteers shall be present at the Leased Premises during all times of operation anticipated to be the following:

March 15, through September 15,  
Sunday through Saturday, 11:00 a.m. - 3:00 p.m.

- b. Lessee further agrees to pay in advance annually a rental fee and electric service fee for the leased premises in the amount of One Hundred Dollars (\$100.00) per month for a total amount due of Six Hundred Dollars (\$600.00) to be paid in advance annually.
- c. Lessee shall conserve the use of electricity in the Shoreline Park Concession Area by assuring that all appliances not in use are turned off, that the exhaust fan is turned off at the end of each operation day, and through any other efficiency method or methods that may be available to Lessee to minimize the utility costs.
- d. Lessee further agrees to keep and maintain the Shoreline Park Concession Area in a good, safe and clean manner and shall obey and comply with all lawful requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the facilities at the Shoreline Park Concession Area or the use of those facilities and improvements.
- e. Lessee shall maintain the Shoreline Park Concession Area and all improvements and appurtenances to this Facility in good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessor shall bear no cost or expense for any maintenance to the lease Premises. Lessee shall not commit any waste or cause damage to the Shoreline Park Concession Area or facility.
- f. Lessee shall not be responsible for snow removal, rubbish removal, restroom facility cleanliness, lawn care, or repairs to the building or its necessary appurtenances at the Shoreline Park Concession Area, Lessor shall be responsible therefore.
- g. Lessor agrees to not issue any food vendor permits for Shoreline Park for the duration of this agreement, so long as the Lessee is not in default of any provisions of this contract.

## **7. Liability and Insurance**

**7.1 Public Liability Insurance.** Lessee shall procure and maintain public liability insurance for the Premises with single limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or occurrence and property damage. Lessor and all City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy. The policy shall contain an agreement by the insurer that it will not cancel or make material change to the policy except after fifteen (15) days' prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

**7.2 Fire and Casualty Insurance.** Lessor shall keep the Building and all other improvements located on the Property, insured against loss by fire and all of the risks and perils insured against in an extended coverage insurance policy, in an amount equal to the full replacement cost of the building, including vandalism and malicious mischief endorsements. Lessee shall be responsible for insuring all other property including Lessee's

personal property, improvements, betterments, vehicles, and any employee's personal property.

**7.3 Certificates.** At the commencement of the term of this Lease, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 7.1, this shall include evidence of no cross liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all acceptable to the Lessor - City of Sandusky. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

**7.4 Waiver of Liability.** Lessor and Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release does not adversely affect such policies nor prejudice the releasor's rights to recover under them.

**7.5 Indemnification.** Except to the extent liability has been waived under Section 7.4, Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees

harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Leased Premises, as a result of any tortious or negligent act of the Lessee or of its employees, agents or contractors, or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortious or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's obligations under this Lease Agreement. Lessee shall not be responsible to the Lessor for any loss of use of the building. Lessee shall provide Lessor with a copy of the Certificate of Insurance verifying compliance with this section.

#### **8. Public Access**

Lessee acknowledge that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Shoreline Park and Lessee agrees to operate and maintain the Shoreline Park Concession Area without unduly interfering with the lawful access of the public. The public has no right of access to the inside of the concession building nor to any area that the Lessor may indicate to Lessee is necessary to be restricted so as not to unduly endanger the public.



### **9. Non-Assignment**

The Lessee shall not assign this Lease, nor sublet said premises nor any part thereof without the written consent of Lessor.

### **10. Termination**

If Lessee breaches any of terms of this Lease and/or fails to comply with the Lessee's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Lease. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for their payments until vacating the premises. If this lease shall have been so terminated by Lessor, Lessor may immediately thereafter resume possession of the premises by any lawful means and remove Lessee and their personal property.

### **11. Loss Due to Catastrophe**

In case of damage to the Shoreline Park Concession Area by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Lease or to repair the facility.

### **12. Non-Discrimination**

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, or sex. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, or sex. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of this non-discrimination clause.

### **13. Severability of Clauses**

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

#### **14. Notice**

Whenever in this Lease there shall be required or permitted that notice or demand be given in or served by either party to this Agreement, to or on the other, such notice or demand shall be given or served in writing by certified mail, return receipt requested addressed as follows:

**Lessor**

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

**Lessee**

Ron Hile II  
d.b.a. Great Lakes Grinders  
P.O. Box 93  
Sandusky, OH 44870

#### **15. Entire Agreement**

No amendment, change, modification or addition to this Lease shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

#### **16. Binding Effect**





This Lease, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrative, executors, successors and assigns.


**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY


  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Eric L. Wobser *JOHN CRZELIT*  
City Manager *ACTING CITY MANAGER*

STATE OF OHIO     )  
                                  ) ss:  
ERIE COUNTY        )

On this 22<sup>nd</sup> day of March, 2016, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed.


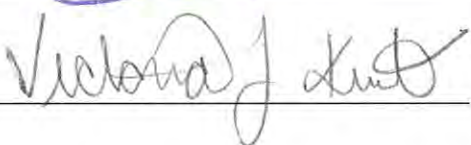
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

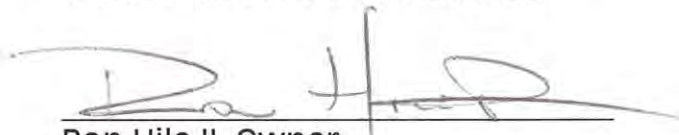
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/26/2020

WITNESSES:

LESSEE: GREAT LAKES GRINDERS

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Ron Hile II, Owner

STATE OF OHIO     )  
                              ) ss:  
ERIE COUNTY        )

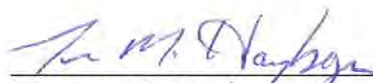
On this 18<sup>th</sup> day of March, 2016, before me, a Notary Public  
in and for said County and State, personally appeared Ron Hile II, Owner of  
Great Lakes Grinders, and acknowledged their execution of the foregoing  
instrument as said Lessees on behalf of themselves and that the same is  
their voluntary act and deed.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Kelly Kromer  
Notary Public  
State of Ohio  
**My Commission Expires**  
**March 29, 2017**

Approved as to Form:

  
\_\_\_\_\_  
Trevor M. Hayberger  
Ohio Supreme Court #0075112  
Acting Law Director, City of Sandusky



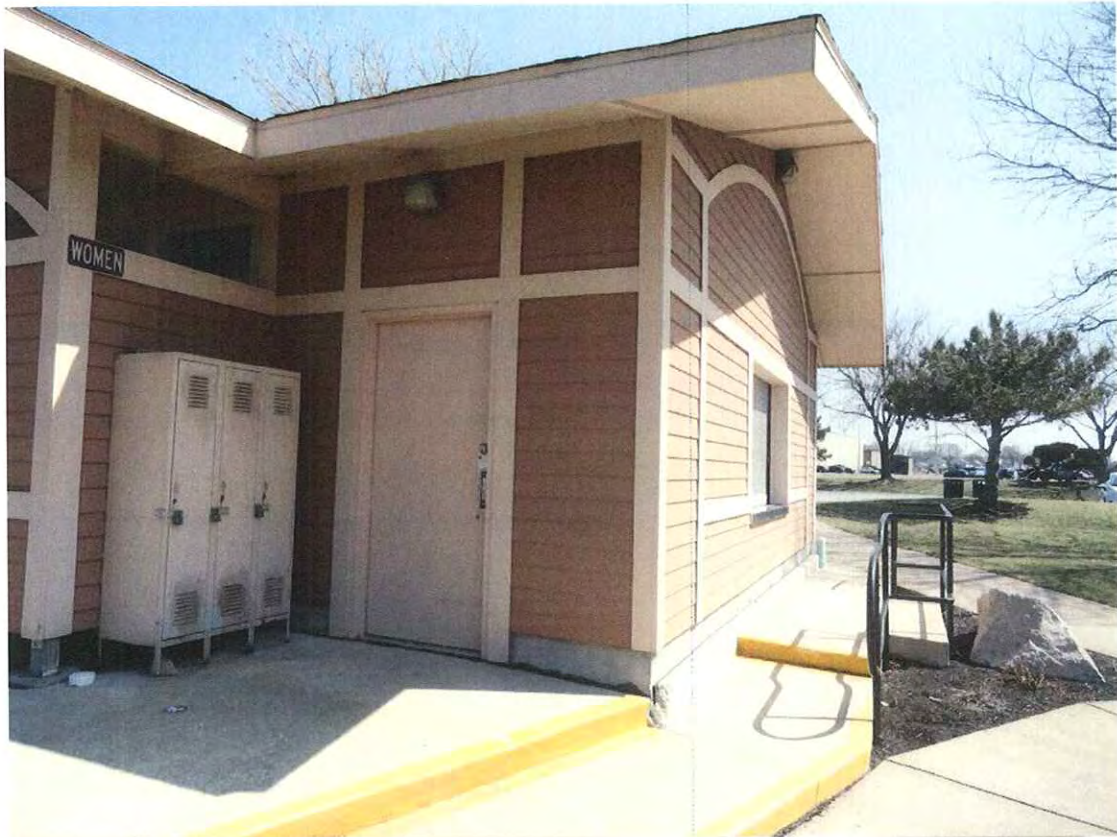
## EXHIBIT "A"











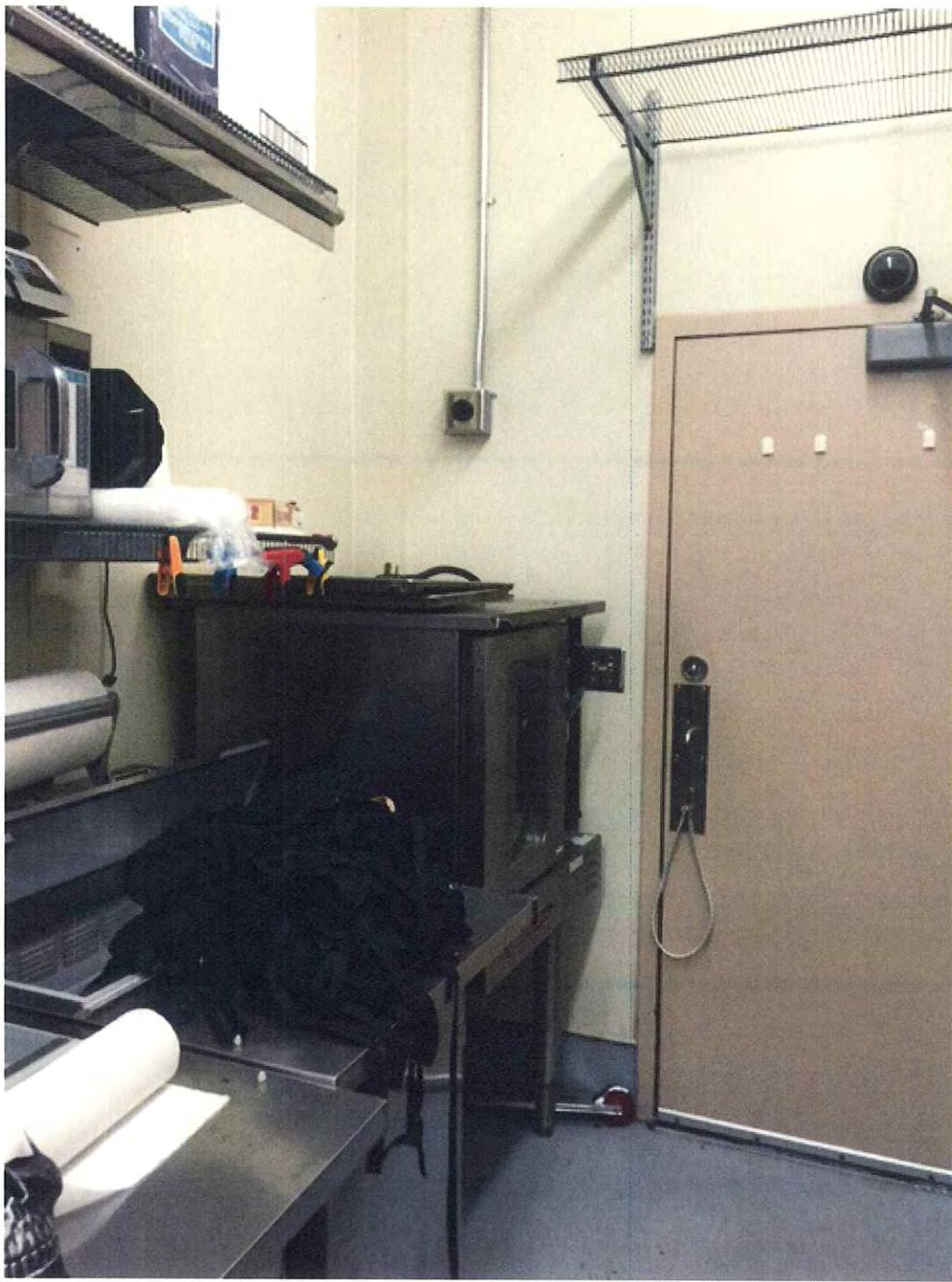












## Through Every Bite...

We're looking forward to showing you a high-quality, unique alternative to the beaten path you call a sandwich. We're confident you'll find our GRINDERS different from anything you've had before; delicious, fresh, satisfying. You will be able to see, smell, and taste our signature freshness and quality *through every bite.*



## ORDER ONLINE--

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@GLGrinders

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## GLG PARTY TRAYS

Feeding a crowd? We do that.

**Original Party Trays** NEW  
10 GLG Original Grinders. Feeds 15-20.

**Superior Party Trays** NEW  
10 GLG Originals or GLG Superiors. Feeds 15-20.

**Dessert Trays** NEW  
Fresh-made GLG brownies & cookies.

**St. Claire Salad** NEW  
HUGE bowl of our fresh Romaine/Spinach blend topped with fresh produce, croutons, & cheese!

## TASTE THE QUALITY

Great Lakes Grinders  
411 E. Water St.  
Sandusky, OH 44870

[goodfood@greatlakesgrinders.com](mailto:goodfood@greatlakesgrinders.com)

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

EXHIBIT  
"B"

# GREAT LAKES GRINDERS

@ SHORELINE PARK

411 E. WATER ST.  
SANDUSKY, OH 44870

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THE ONLY THING BETTER THAN  
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[www.GreatLakesGrinders.com](http://www.GreatLakesGrinders.com)



## GLG ORIGINALS® \$7.75

### #1) GLG Turkey

Turkey, Fresh Produce, Swiss/Cheddar Blend, Mayonnaise & GLG Sauce.

### #2) Spicy Turkey

Turkey, Fresh Produce, Swiss/Cheddar Blend, GLG Sauce, Mayonnaise, & Hot Peppers.

### #3) GLG Ham

Ham, Fresh Produce, Choice Blend & GLG Sauce.

### #4) Spicy Ham

Capicola, Fresh Produce, Swiss Cheese, GLG Sauce, Mayonnaise, & Hot Peppers.

### #5) GLG Roast Beef <sup>NEW</sup>

Roast Beef, Fresh Produce, Swiss/Cheddar Blend, & GLG Horsey.

### #6) Spicy Roast Beef <sup>NEW</sup>

Roast Beef, Fresh Produce, Swiss/Cheddar Blend, GLG Horsey, & Hot Peppers.

### #7) GLG Veggie

Whole Romaine Leaf, Fresh Produce, Swiss/Cheddar Blend, & GLG Sauce.

### #8) Spinach Artichoke

Freshly Picked Spinach, Artichoke Hearts, Provolone Blend, Mayonnaise, & GLG Sauce



## GLG SUPERIORS® \$8.75

### #9) GLG Italian

Italian Meat, Fresh Produce, Provolone Blend, & GLG Sauce.

### #10) GLG Sicilian

Italian Meat, Fresh Produce, Provolone Blend, GLG Sauce, & Hot Peppers.

### #11) Heavy Italian

Italian Meat, Ham, Fresh Produce, Provolone Blend, & GLG Sauce.

### #12) Roast BEAST <sup>NEW</sup>

Roast Beef, Ham, Fresh Produce, Swiss/Cheddar Blend, & GLG Sauce.

### #13) Perry's Poultry

Turkey, Ham, Fresh Produce, Cheddar Blend, Mayonnaise, & GLG Sauce.

### #14) Turkey Avocado

Turkey, Fresh Produce, Swiss/Cheddar Blend, & GLG Sauce.

### #15) West Coast Turkey

Turkey, Avocado, Sprouts, & GLG Sauce.

### #16) Veggie Avocado

Fresh Produce, Sprouts, Avocado, Cheddar Blend, Mayonnaise, & GLG Sauce.

## GLG FREIGHTERS® (Hot) \$9.75

### #17) GLG Bacon <sup>NEW</sup>

Bacon, Fresh Produce, Swiss/Cheddar Blend, Mayonnaise, & GLG Sauce.

### #18) Turkey Bacon <sup>NEW</sup>

Turkey, Bacon, Fresh Produce, Swiss/Cheddar Blend, Mayonnaise, & GLG Sauce.

### #19) Turkey Bacon Avocado <sup>NEW</sup>

Turkey, Bacon, Avocado, Swiss/Cheddar Blend, Mayonnaise, & GLG Sauce.

### #20) GLG Club <sup>NEW</sup>

Turkey, Ham, Bacon, Fresh Produce, Swiss/Cheddar Blend, Mayonnaise, & GLG Sauce.

### #21) Pizza Grinder <sup>NEW</sup>

Italian Meat, Onion, Garlic, Provolone Blend, & GLG Marinara.

### #22) Mackinac Meatball <sup>NEW</sup>

Three GIANT meatballs, Onion, Garlic, Provolone Cheese Blend, & GLG Marinara.

### #23) Tomato Basil

Fresh Mozzarella, Fresh-Cut Sweet Basil, Tomato, & GLG Oil and Herbs.

### #24) Special Orders \$10.00



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE LEASE AGREEMENT WITH RON HILE II D.B.A. GREAT LAKES GRINDERS FOR THE OPERATION OF THE SHORELINE PARK CONCESSION AREA FOR THE OPERATING SEASONS (MARCH 15 THROUGH SEPTEMBER 15).**

**WHEREAS**, subsequent to a Request for Proposals (RFP) process, this City Commission authorized and directed the City Manager to enter into a Lease Agreement with Ron Hile II D.B.A. Great Lakes Grinders for the operation of the Shoreline Park Concession Area for the 2016, 2017, and 2018 operation seasons by Ordinance No. 16-044, passed on March 14, 2016; and

**WHEREAS**, Mr. Hile desires to extend the term of the Lease Agreement for the operation of the Shoreline Park Concession Area an additional five (5) years, through calendar year 2023; and

**WHEREAS**, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon rental fee income and electric service reimbursement; 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:

Section 1. The City Manager is authorized and directed to enter into an Amendment to the Lease Agreement with Ron Hile II d.b.a. Great Lakes Grinders for the operation of the Shoreline Park Concession Area located in the City of Sandusky for an additional five (5) years, extending the lease through calendar year 2023, during the operating seasons, beginning March 15, and concluding on September 15, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 4. That for 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:

## AMENDMENT TO LEASE AGREEMENT

This Amendment to the Lease Agreement is made on and entered into on this \_\_\_ day of \_\_\_\_\_ 2018, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor", and Ron Hile II ( d.b.a. Great Lakes Grinders), P.O. Box 93, Sandusky, Ohio, 33870, herein referred to as "Lessee".

WHEREAS, the Lessor and Lessee entered into a Lease Agreement for the operation of the Shoreline Park Concession Area on March 22, 2016;

WHEREAS, the Lessor and Lessee desire to amend Section 2. (Term), of the Lease Agreement;

WHEREAS, pursuant to Section 15. (Entire Agreement) of the Lease Agreement, amendments may be made in writing upon execution by both Lessor and Lessee; and

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

1. Section 2. (Term) of the Lease Agreement shall be extended for an additional five (5) years and shall be amended as follows:

The term of this Lease shall be for the period of the operating season for the Calendar Years 2016, ~~2017, and 2018~~, **through 2023**, which is defined as March 15, and concluding on September 15, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

~~The parties may extend this agreement for an additional 3 operating seasons, upon written mutual agreement to extend signed by both parties.~~

2. All other terms of Section 2. (Term) of the Lease Agreement shall remain unchanged.
4. All other terms and provision of the original Lease Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

WITNESSES:

LESSOR: CITY OF SANDUSKY

\_\_\_\_\_

Eric L. Wobser, City Manager

\_\_\_\_\_

WITNESSES:

LESSEE: GREAT LAKES GRINDERS

\_\_\_\_\_

Ron Hile II, Owner

\_\_\_\_\_

Approved as to Form:

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



## LAW DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5852  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Trevor M. Hayberger, Assistant Law Director

**Date:** December 27, 2017

**Subject:** January 8, 2018, Agenda Item - Amending Chapter 145 (Employment Provisions) of the City's Codified Ordinances

**Item for Consideration:** Legislation amending Charter 145 (Employment Provisions) of the City's Codified Ordinance to consolidate the pay classifications and salary ranges of Administrative Staff (those employees not covered by a collective bargaining agreement). For purposes of administrative efficiency these amendments will reduce the pay classifications from 46 and the 22 different salary ranges to 5. Each employee will continue to have their own job title and their own job description but for pay considerations they will be grouped into 5 classes and ranges.

**Background Information:** The Pay Classifications and Salary Ranges (Sections 145.04 and 145.05) have not had changes of substance in almost 10 years, nor has the City's Codified Ordinance been amended during this timeframe to reflect the City Commission's approval of annual raises.

**Budgetary Information:** There is no budgetary impact to the General Fund.

**Action Requested:** It is requested that an Ordinance be passed amending Chapter 145 (Employment Provisions) of the City's Codified Ordinances as detailed therein with all other provisions of 145 to remain the same.

I concur with this recommendation:

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Justin D. Harris, Law Director

---

Eric L. Wobser, City Manager

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



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

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE FIVE (OFFICERS AND DEPARTMENTS), CHAPTER 145 (EMPLOYMENT PROVISIONS) OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the purpose of the amendment is to update and condense the pay classifications and salary ranges; 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:

Section 1. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), be amended by the repeal of Section 145.04 as follows:

145.04 REPEALED (RESERVED FOR FUTURE LEGISLATION)  
~~PAY CLASSIFICATIONS—ADMINISTRATIVE, CONFIDENTIAL, MANAGEMENT, SUPERVISORY, MUNICIPAL COURT, PROFESSIONAL OFFICERS AND EMPLOYEES.~~

<u>Class Title</u>	<u>Salary Range</u>
Paralegal	A3
Secretary	A1
<del>Data Systems Technician</del>	A5
<del>Administrative Assistant</del>	A4
<del>Administrative Secretary</del>	A3
<del>Data Systems Manager</del>	A5
<del>Special Projects Coordinator—</del>	A3
<del>Director of Administrative Services—</del>	A17
<del>Director of Engineering Services</del>	A18
<del>Project Engineer</del>	A10
<del>Traffic Engineer</del>	A10
<del>Community Development Director</del>	A17
<del>Economic Development Specialist</del>	A8
<del>Housing Manager</del>	A6
<del>Rehabilitation Coordination Specialist</del>	A5
<del>Chief Planner—</del>	A10
<del>Community Development Program Administrator</del>	A5
<del>Public Transit Administrator—</del>	A5
<del>Chief Building Official</del>	A11
<del>Communications Systems Manager</del>	A7
<del>Traffic Services Superintendent</del>	A7
<del>Horticultural Services Superintendent</del>	A7

<del>Recreation Program Supervisor</del>	<del>A4</del>
<del>Water Services Superintendent — BIWW</del>	<del>A11</del>
<del>BIWW Plant Distribution Assistant Superintendent</del>	<del>A8</del>
<del>BIWW Plant Assistant Superintendent</del>	<del>A8</del>
<del>Wastewater Systems Assistant Superintendent</del>	<del>A7</del>
<del>Wastewater Systems Superintendent —</del>	<del>A15</del>
<del>Wastewater Collections Superintendent</del>	<del>A7</del>
<del>Police Chief</del>	<del>A18</del>
<del>Assistant Police Chief —</del>	<del>A13</del>
<del>Fire Chief</del>	<del>A18</del>
<del>Assistant Fire Chief</del>	<del>A13</del>
<del>Senior Probation Officer</del>	<del>A2</del>
<del>Municipal Court Probation Officer</del>	<del>A1</del>
<del>Municipal Court Bailiff</del>	<del>A3*</del>
<del>Municipal Court Clerk</del>	<del>A9*</del>
<del>Law Director</del>	<del>A19</del>
<del>Assistant to the Law Director</del>	<del>A3</del>
<del>Assistant Law Director</del>	<del>A13</del>
<del>Senior Accountant/Auditor</del>	<del>A9</del>
<del>City Manager —</del>	<del>A22</del>
<del>Finance Director</del>	<del>A17</del>
<del>Clerk of the City Commission</del>	<del>A5</del>
<del>Human Resource Specialist</del>	<del>A5</del>
<del>General Services Superintendent</del>	<del>A12</del>

~~—When a job title needs to be added or deleted the Administrative Benefit Review Committee shall review the proposal. The committee shall make a recommendation together with an appropriate salary range. The recommendation shall be forwarded to the City Commission for approval/denial.~~  
~~\*City – 60%, County – 40% of pay total~~  
~~(Ord. 16-007. Passed 1-25-16.)~~

Section 2. Part One (Administrative Code), Title Five (Officers and Departments), Chapter 145 (Employment Provisions), Section 145.05 (Monthly Salary Ranges Administrative, Confidential, Management, Supervisory, Judicial and Professional), of the Codified Ordinances of the City is hereby amended as follows:

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

145.05      MONTHLY SALARY RANGES – ADMINISTRATIVE PAY  
CLASSIFICATIONS ,~~CONFIDENTIAL, MANAGEMENT, SUPERVISORY,~~  
~~JUDICIAL AND PROFESSIONAL.~~

~~Effective January 1, 2004~~

<u>Salary Range</u>	<u>Minimum</u>	<u>Maximum</u>
A1	1654	3811
A2	2667	4000
A3	2802	4201
A4	2942	4412
A5	3088	4632
A6	3243	4863
A7	3406	5106
A8	3574	5363
A9	3753	5631
A10	3942	5912
A11	4138	6207
A12	4345	6518
A13	4562	6843
A14	4791	7187
A15	5031	7544
A16	5282	7922
A17	5546	8319
A18	5823	8735
A19	6114	9171
A20	6419	9629
A21	6741	10111
A22	7078	10617

<u>Salary Range</u>	<u>Class Title</u>	<u>Min</u>	<u>Max</u>
A1	Commission Employees (City Manager & Clerk of the City Commission)	\$3,088.00	\$11,678.70
A2	Department Heads / Directors / Chiefs	\$4,138.00	\$10,617.00
A3	Assistant Directors / Superintendents / Technical / Municipal Court Clerk	\$3,088.00	\$9,171.00
A4	Project Managers / Program Managers / Supervisors / Municipal Court Bailiff & Probation Officers	\$2,802.00	\$6,843.00
A5	Administrative Executives / Assistants / Secretaries / Municipal Court Deputy Clerks	\$1,654.00	\$4,863.00

(a) Upon successfully completing their probationary period of employment, all officers and employees may be afforded an adjustment, not to exceed five percent (5%), based upon a written evaluation of their performance. The probationary period shall be one calendar year commencing with the date of employment. Part time employees shall serve the same probationary period. (Ord. 08-146. Passed 12-22-08)

(b) An Administrative Benefit Review Committee comprised of the Commission President (or designee), a City Commissioner appointed by the City Commission, City Manager, Law Director, Finance Director, and Commission Clerk shall convene at least annually to make recommendations regarding administrative salary adjustments. It is the Commission's intent to maintain a fair compensation package that recognizes inflationary pressures, cost-of-living increases and employee contributions that maintain and improve quality of life for the Citizens of the City of Sandusky, while remaining fiscally responsible stewards of public funds. (Ord. 17-048. Passed 3-13-17)

(c) All City employees not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No 327 or F.O.P. Lodge No. 17 shall be considered for an annual market adjustment to their salary. The Administrative Benefit Review Committee shall make a recommendation to the Finance Committee. After the Finance Committee and the Administrative Benefit Review Committee agree on the recommendation, it shall then go before the Commission for approval. The process should be completed prior to the first pay period of each fiscal year. All recommendations shall take into consideration the City's ability to fund such an increase. (Ord. 08-146. Passed 12-22-08)

(d) In addition to the annual market adjustment, the Administrative Benefit Review Committee shall make a recommendation for the amount of a special merit bonus allocation pool, if any, which will be awarded to those City employees not presently covered by a collective bargaining agreement with AFSCME Local No. 1519, IAFF Local No. 327, or F.O.P. Lodge No. 17 who have exhibited extraordinary service to the City during the prior fiscal year. The Administrative Benefit Review Committee shall recommend the allocation of the funds based upon an annual written review of employee performance and the recommendation of supervisors. The Administrative Benefit Review Committee shall make a recommendation to the Finance Committee. After the Finance Committee and the Administrative Benefit Review Committee agree on the recommendation, it shall then go before the Commission for approval. The process should be completed prior to the first pay period of each fiscal year. (Ord. 08-146. Passed 12-22-08.)

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

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

actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed:



## DEPARTMENT OF PUBLIC WORKS

### *Division of Engineering*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: December 28, 2017

Subject: **Commission Agenda Item – Permission to bid the Venice Road Pump Station Improvements Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Venice Road Pump Station Improvements Project.

**BACKGROUND INFORMATION:** The City of Sandusky operates a sewer pump station in the western area of the City known as the Venice Road Pump Station. The Venice Road Pump Station was built in the mid-1970's near the intersection of Fremont Avenue and Venice Road. The last improvement that was completed on the station was in 2008 which included some electrical and building improvements. There are three existing pumps located in the station that are reaching the end of their useful life and are in need of replacement. The pumps are: one Fairbanks Morse Submersible Dry Pit Pump 6" D5433WD and two Allis-Chalmers NSWV Model 250 centrifugal pumps.

The design consultant, Jones & Henry Engineers, Ltd. has prepared construction drawings and an engineer's estimate for the replacement and upgrade for the three existing pumps including a new generator, electrical and mechanical systems.

**BUDGETARY INFORMATION:** The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$1,046,178.00 will be paid with Sewer Funds.

**ACTION REQUESTED:** It is recommended that the proposed Venice Road Pump Station Improvements Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and start the construction activities this spring since it is expected to take ten months for substantial completion of the construction items with final completion expected in May of 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein  
Director of Engineering

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

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED VENICE ROAD PUMP STATION IMPROVEMENTS PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Venice Road Pump Station Improvements Project involves improvements to the pump station to replace all three (3) existing pumps including a new generator, and electrical and mechanical systems; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Venice Road Pump Station Improvements Project by Resolution No. 16-213, passed on November 28, 2016; and

**WHEREAS**, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$1,046,178.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and award a contract so construction activities can begin this Spring as it is expected to take ten (10) months for substantial completion of the construction items with a final completion scheduled to be in May of 2018; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Venice Road Pump Station Improvements Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Venice Road Pump Station Improvements Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Venice Road Pump Station Improvements Project as required by law.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 8, 2018





## DEPARTMENT OF PUBLIC WORKS

### *Wastewater Treatment Plant*

304 Harrison Street  
Sandusky, Ohio 44870  
419.627.5907  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jeffrey Meinert, WWTP Superintendent

Date: December 27, 2017

Subject: **Commission Agenda Item – WWTP Emergency Power Repairs**

**ITEM FOR CONSIDERATION:** Legislation approving payment for emergency services and equipment replacement for the power distribution system at the Wastewater Treatment Plant (WWTP) to Brohl & Appell, Inc. of Sandusky, OH.

**BACKGROUND INFORMATION:** After experiencing a power outage at the Wastewater Treatment Plant on Thursday, November 23, 2017, staff discovered an issue with the generator back-up and prioritized its repair to ensure continuous operation of the plant. This was caused by a squirrel that found its way into the substation owned by Ohio Edison. When temporary back-up power was being transferred, the transfer switch malfunctioned. This was included in the City Manager's report on December 11, 2017.

Providing emergency rapid response through Brohl & Appell, CE Power supplied replacement equipment for and services to the broken transfer switch that is responsible for transferring utilities from Ohio Edison to a generator in the event of a power outage. Upon inspection, it was determined that the following materials were needed to protect the transfer switch from future adverse voltage conditions: one (1) Basler BE1-81 Relay, one (1) SQD Micrologic 6.0P Trip Unit for Masterpact NWH Breaker and one (1) CT 1600 A SQD NW16H1 breaker. Technicians performed installation and maintenance over three (3) days, working straight time hours.

Being a safety concern, pursuant to Section 24 of the City Charter, the emergency nature of the work obviates the necessity to comply with formal competitive bidding. Please refer to the attached quotations.

**BUDGETARY INFORMATION:** The cost of \$10,612.00 for equipment purchase and \$11,325.00 for contractual services, totaling \$21,937.00, will be paid with Sewer Funds.

**ACTION REQUESTED:** It is recommended that legislation be approved for the payment of emergency work performed at the Wastewater Treatment Plant (WWTP) from CE Power through Brohl & Appell Inc. of Sandusky, OH, under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow for timely payment of the equipment that has already been installed and services already performed.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Aaron Klein, PE  
Director

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



BROHL & APPELL 2652 SKY SANDUSKY  
140 LANE ST  
SANDUSKY, OH 44870-3565  
419-625-6761  
Fax 419-625-8103



## Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
12/03/2017	S118746698	1 of 3
CUST PO#:	WPCC Emergency Work	
JOB/REL#:		

QUOTE TO:

SHIP TO:

CITY OF SANDUSKY  
222 MEIGS STREET  
SANDUSKY, OH 44870

CITY OF SANDUSKY W.W.T.P.  
304 HARRISON STREET  
SANDUSKY, OH 44870

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	SALESPERSON		
785281	419-627-5827	Jeff Meinert	Thomas Hartman		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Thomas Hartman		OT OUR TRUCK	2% 10th, Net 30th EOM	11/30/2017	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	<div>SHIPPING INSTRUCTIONS</div> <div>Place holder waiting on status for processing</div>			10612.000/ea	10612.00
	CEPW DIRECT ITEM EQUIPMENT SUPPLY for Emergency work performed in December 2017 CE Power provided the following equipment for installation at the City of Sandusky WPCC. Technicians performed work over (3) days working straight time hours. (1) Basler BE1-81 Relay; Style Number: T3EE1LB7S1F (1) SQD Micrologic 6.0P Trip Unit for Masterpact NWH Breaker (1) CT 1600A SQD NW16H1 breaker Shipping Costs (2nd Day Air) Pn: 1026180				
** Continued on Next Page *				Subtotal	
				S&H Charges	
				Total	



BROHL & APPELL 2652 SKY SANDUSKY  
140 LANE ST  
SANDUSKY, OH 44870-3565  
419-625-6761  
Fax 419-625-8103



## Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
12/03/2017	S118746698	2 of 3
CUST PO#:	WPCC Emergency Work	
JOB/REL#:		

QUOTE TO:

SHIP TO:

CITY OF SANDUSKY  
222 MEIGS STREET  
SANDUSKY, OH 44870

CITY OF SANDUSKY W.W.T.P.  
304 HARRISON STREET  
SANDUSKY, OH 44870

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	SALESPERSON		
785281	419-627-5827	Jeff Meinert	Thomas Hartman		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Thomas Hartman		OT OUR TRUCK	2% 10th, Net 30th EOM	11/30/2017	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE	EXT PRICE
1ea	CEPW DIRECT ITEM TROUBLESHOOTING AND MAINTENANCE for Emergency work performed December 2017 CE Power provided the following services as a part of the power distribution system maintenance and inspection: 1. (completed 12/1) 2. Testing and Inspection a. i. b. Sequence ? Test and Inspect c. and inspect 3. breakers a. i. ii. b.			11325.000/ea	11325.00
** Continued on Next Page *				Subtotal	
				S&H Charges	
				Total	



BROHL & APPELL 2652 SKY SANDUSKY  
140 LANE ST  
SANDUSKY, OH 44870-3565  
419-625-6761  
Fax 419-625-8103

## Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
12/03/2017	S118746698	3 of 3
CUST PO#:	WPCC Emergency Work	
JOB/REL#:		

QUOTE TO:

SHIP TO:

CITY OF SANDUSKY  
222 MEIGS STREET  
SANDUSKY, OH 44870

CITY OF SANDUSKY W.W.T.P.  
304 HARRISON STREET  
SANDUSKY, OH 44870

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	SALESPERSON		
785281	419-627-5827	Jeff Meinert	Thomas Hartman		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Thomas Hartman		OT OUR TRUCK	2% 10th, Net 30th EOM	11/30/2017	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE		EXT PRICE
	perform secondary injection testing on circuit breakers, operate and lubricate stabs, full visual and mechanical inspection 4. vertical switchgear sections 5. switchgear 6. padmount transformer 7. transformer to leave correct positive pressure Pn: 1026180				

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are conditioned upon Rexel's Terms and Conditions of Sale located at <http://www.rexelusa.com/terms>. Quotation is valid for 30 days after the date of issue unless otherwise specified with the exception of commodity items. Quotation for commodity items is valid for the day of the quote only unless otherwise specified. All amounts quoted do not include state, local or municipal taxes of any kind. Applicable sales tax will be added at the time of sale.

Subtotal	21937.00
S&H Charges	0.00
Total	21937.00

**Proposal # 816559 B&A S118746698**

December 7th, 2017

Sandusky WWPC  
304 Harrison Street  
Sandusky, OH 44870

**Attn:** Jeff Meinert  
**Subject:** 816559 Sandusky WPCC – ATS troubleshooting, Micrologic 6.0P replace, CT replace, Basler BE1-O/U relay replacement, Switchgear testing & cleaning

**Dear Jeff:**

CE Power appreciates this opportunity to be of service to the City of Sandusky. Per the above referenced subject, we submit the following for your consideration.

**ITEM #1 WORK SCOPE – EQUIPMENT SUPPLY**

CE Power supplied the following equipment for installation at the City of Sandusky WPCC. Technicians performed this work over (3) days working straight time hours.

- (1) Basler BE-81 Relay; Style Number: T3EE1LB7S1F
- (1) SQD Micrologic 6.0P Trip Unit for Masterpact NWH Breaker
- (1) CT 1600A SQD NW16H1 breaker
- Shipping Costs (2<sup>nd</sup> Day Air)

**ITEM #1 TOTAL**

**\$ 10,612.00 Total Net**

**ITEM #2 WORK SCOPE – TROUBLESHOOTING AND MAINTENANCE**

CE Power provided the following services as a part of the power distribution system maintenance and inspection:

1. ½ day of troubleshooting onsite (completed 12/1)
2. (3) Basler Solid State relays – Testing and Inspection
  - a. (1) BE1-81 O/U
    - i. Replace existing relay with new
  - b. (1) BE1-47N Voltage Phase Sequence – Test and Inspect
  - c. (1) BE1-32R Power Relay – Test and inspect
3. (7) Square D Masterpact NW breakers
  - a. Micrologic 6.0P Trip Units
    - i. Replace (1) trip unit with new
    - ii. Replaced (1) CT
  - b. Clean circuit breaker cubicles, perform secondary injection testing on circuit breakers, operate and lubricate stabs, full visual and mechanical inspection
4. Clean, vacuum and inspect (4) vertical switchgear sections
5. Test copper bus within switchgear
6. Take oil sample on outdoor padmount transformer
7. Add nitrogen on the existing transformer to leave correct positive pressure

**ITEM#2 TOTAL**

**\$ 11,325.00 Total Net**

## **SPECIAL CONSIDERATIONS**

CE Power is a Professional Service Organization that provides Engineering, Project Management, Procurement, Commissioning, Preventive Maintenance, and Predictive Maintenance solutions on large or complex electrical projects. CE Power employees are Drug Free and OSHA safety trained.

## **TERMS**

Standard CE Power Terms and Conditions apply

Terms: Net 30 days

This proposal is valid for 60 days

## **PROPOSAL ACCEPTANCE INFORMATION**

Upon acceptance of this proposal, please send contract/purchase order to:

Brohl & Appell/Rexel  
**Attn: Tom Hartman**  
140 Lane Street  
Sandusky, OH 44870  
Fax: 419.625.8103  
Email: thartman@brohlandappell.com

We appreciate this opportunity and please feel free to contact us with any questions, concerns or clarifications.

**Sincerely,**

**Alex Janesz/Tom Hartman**  
**Sales Representative/Account Manager**

### **Standard Contingencies:**

**Contingency Clause** – if during the course of Field Testing and Maintenance Services, any unforeseen problems or conditions arise which may require immediate attention and will require utilizing additional man-hours and/or material/components outside the original, agreed upon Specifications or Scope of Work: these costs will be brought to the immediate attention of the Client's authorized personnel for written approval before proceeding.

**Demobilization/Job Cancellation** – if, within 24 hours of schedule Field Service Work, the customer cancels the job, CE Power may charge for all mobilization and de-mobilization costs, set-up, hourly labor rates and loss of opportunity expenses.

**Delay Clause** – for Firm Bid Purchase requisitions, any disruption to the normal progression of the Field Testing and Maintenance Services caused by the Client production, facilities or personnel resulting in the inability to perform Field Testing and Maintenance Services will be charged, in addition to the base price, as stated on the Hourly Rate Schedule after ½ hour delay.

**Weather-related or natural disaster-related disruptions or cancellations** will be charged up to the next billable hour while on-site. Expenses, diems and mobilizations will be charged through the following travel day.

**Onsite Substation Clause** – CE Power requires a minimum advance notice of 5 working days prior to commencement of work. Advance notice of less than 5 working days for scheduling of work will be subject to price escalation depending on the nature of work to be performed.

**Required Client Information for installed of existing installations** – The pricing and timeline quoted is based upon receipt of complete and accurate client information required to carry out of the scope of work specified. This includes, but is not limited to installation and equipment drawings, diagrams, specifications, pictures or other pertinent information relating to the work to be performed. Except as otherwise noted within the proposal and contract, CE Power assumes that all such material will be made immediately available for use in executing the scope of work. Failure or delay in providing such information could result in delay of project and/or additional charges to be incurred.

**Repair/Remanufacture Contingency** – Any equipment that is repaired or remanufactured (including but not limited to circuit breakers and transformer rectifier units), and in which the control equipment is not replaced with NEW, will not be covered under standard CE Power warranty.

**Taxes and Permitting Fees** – Unless otherwise explicitly stated in this proposal, applicable taxes and permitting fees are not included in this proposal. If so desired, please contact CE Power. **This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.**

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS FOR THE EMERGENCY PURCHASE AND INSTALLATION OF A TRANSFER SWITCH AT THE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF \$21,937.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, after experiencing a power outage at the Wastewater Treatment Plant (WWTP) on November 23, 2017, it was discovered that the transfer switch had malfunctioned, which is responsible for transferring utilities from Ohio Edison to the generator in the event of power outages; and

**WHEREAS**, in order to resolve the safety concern, a quote was received from Brohl & Appell, Inc. of Sandusky, Ohio, for the parts and emergency work necessary to replace the transfer switch and for troubleshooting and maintenance; and

**WHEREAS**, through Brohl & Appell Inc., CE Power Engineered Services of Cincinnati, Ohio, provided the parts and services to complete the necessary work to ensure continuous operation of the WWTP; and

**WHEREAS**, pursuant to Section 24 of the City Charter the emergency nature of the work obviates the necessity to comply with formal competitive bidding and advertising; and

**WHEREAS**, the total cost for the purchase of equipment and installation is \$21,937.00 and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for timely payment of the equipment and services that have already been provided to address safety concerns; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for the emergency purchase and installation of the

transfer switch at the Wastewater Treatment Plant to Brohl & Appell, Inc. of Sandusky, Ohio, at an amount **not to exceed** Twenty One Thousand Nine Hundred Thirty Seven and 00/100 Dollars (\$21,937.00).

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

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

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

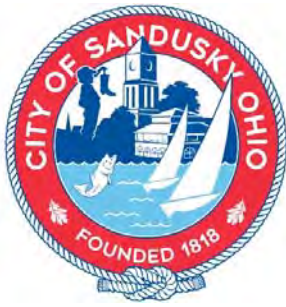
\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 8, 2018





## COMMUNITY DEVELOPMENT

Matthew D. Lasko  
Chief Development Officer  
mlasko@ci.sandusky.oh.us

222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5707  
www.ci.sandusky.oh.us

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** December 28, 2017  
**Subject:** Commission Agenda Item – Demolition of 1719 W. Madison Street

**Items for Consideration:** Ordinance ratifying an asbestos abatement and demolition contract entered into between the City of Sandusky and Ed Burdue & Co., LLC for the emergency demolition of the property located at 1719 W. Madison (the “Property”).

The following bids were received between December 18, 2017 and December 22, 2017:

(1) Ed Burdue & Co., LLC	Sandusky, OH	\$15,000	100% Bond
(2) Great Lakes Demolition Co.	Vickery, OH	\$25,000	100% Bond

Ed Burdue & Co., LLC of Sandusky, Ohio was determined to be the lowest and best bid.

**Background Information:** This Property was inspected by both the City of Sandusky Building Division and Sandusky Fire Department – whereupon, due to nuisance and unsafe conditions – was ordered demolished by the City of Sandusky. The owners appealed the order to the City of Sandusky Building Code Board of Appeals. The Building Code Board of Appeals held: 1) that the property in question to be unsafe and unfit for human habitation or occupancy; 2) that based upon that finding the Board does deny Ladonte Skelton’s Appeal; and 3) that the Building Official shall have the nuisance abated. Based on that decision, the owners then filed appeal in Erie County Court of Common Pleas seeking a preliminary injunction enjoining the City of Sandusky from demolishing the Property. The Erie County Court of Common Pleas denied the owner’s request for a preliminary injunction, thereby allowing the City to immediately move forward with the demolition of this Property.

**Budgetary Information:** The project cost based on the proposal is \$15,000. This project will be paid with EMS funds. Until the time of potential reimbursement, the City will charge and assess all costs related to the demolition against the premises respectively as a municipal lien.

**Action Requested:** It is recommended that the Ordinance ratifying a contract award to Ed Burdue & Co., LLC of Sandusky, Ohio for the demolition of 1719 W. Madison be approved. It is requested

that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter as this is ratifying an already awarded contract under emergency circumstances given the nuisance and dangerous conditions association with the property.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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

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

**AN ORDINANCE APPROVING THE EMERGENCY DEMOLITION WORK AT THE PROPERTY LOCATED AT 1719 W. MADISON STREET, RATIFYING THE AWARD TO AND EXECUTION OF THE CONTRACT WITH ED BURDUE & CO., LLC, OF SANDUSKY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the property located at 1719 W. Madison Street was inspected by the Building Official and found to be unfit for human habitation and occupancy and ordered demolished immediately; and

**WHEREAS**, the property owner exercised his right under Section 1345.04 of the Codified Ordinances to appeal to the Sandusky Building Code Board of Appeals to overrule the Building Official's determination and upon a hearing held on September 21, 2017, the Board concurred with the Building Official's determination; and

**WHEREAS**, this City Commission accepted the determination and resolution of the Building Code Board of Appeals and authorized the Building Official to take the necessary action to abate the nuisance by demolition by Resolution No. 051-17R, passed on October 23, 2017; and

**WHEREAS**, the property owner filed an appeal in the Erie County Court of Common Pleas on October 20, 2017, seeking a preliminary injunction and subsequent to a hearing held by the Court on December 15, 2017, the Court denied the request for a preliminary injunction, thereby allowing the City to immediately move forward with the demolition of the property; and

**WHEREAS**, pursuant to the Ohio Revised Code and Section 24 of the City Charter, the emergency nature of the demolition work at the property located at 1719 W. Madison Street obviates the necessity to comply with formal competitive bidding and advertising and as a result Ed Burdue & Co., LLC, was selected to perform the demolition which is scheduled to be commence prior to the regularly scheduled City Commission meeting on January 8, 2018; and

**WHEREAS**, the total cost for the work to be performed is \$15,000.00 and will initially be paid with EMS Funds and subsequently charged to the owner and assessed to the property for all costs related to the demolition; and

**WHEREAS**, this Ordinance should be passed as an emergency measure in accordance with Section 14 of the City Charter in order to ratify the award to and execution of the contract with Ed Burdue & Company, LLC, as the demolition process has already commenced due to the emergency nature of the nuisance and the dangerous conditions of the property; 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, 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 confirms the finding of a real and present emergency regarding the property located at 1719 W. Madison Street justifying an abbreviated competitive bidding process as authorized by the Ohio Revised Code, ratifies the award of the contract to Ed Burdue & Co., LLC, as the lowest and best bid, and ratifies the execution of the contract with Ed Burdue & Co., LLC of Sandusky, Ohio, at an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) consistent with the quote submitted by Ed Burdue & Co., LLC, of Sandusky, Ohio, a copy of which is marked Exhibit "A" and attached to this Ordinance.

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

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

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

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

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 8, 2018

**Ed Burdue & Co. LLC**  
**Excavating & Demolition Contractors**  
**3025 Venice Rd.**  
**Sandusky, Ohio 44870**  
**Phone (419) 625-8121**  
**Fax (419) 625-1330**  
**An Equal Opportunity Employer**

**Proposal**

December 22, 2017

To: City of Sandusky  
222 Meigs St.  
Sandusky, Ohio 44870

RE: Demolition of structure – 1719 W. Madison St.

Ed Burdue & Co. LLC is pleased to provide you with the following estimate for the demolition and removal of the structure from the above referenced location.

All work performed shall be in strict accordance with all current Federal, State, EPA and OSHA Regulations.

- 1.) Obtain demolition permit (if required)
- 2.) File OEPA 10 day notification of demolition
- 3.) Cap sanitary sewer (if required)
- 5.) Demolish complete structure
- 4.) Haul all rubble/debris to an approved landfill.
- 5.) Remove all concrete walls, floor and footings
- 6.) Backfill area with suitable dirt and compact same
- 7.) Seed, fertilize and mulch area.
- 8.) Clean area

**Notes**

Any/all asbestos abatement (if required) by others.

All utilities to be disconnected by others (except sanitary sewer)

All workers have 10 hr. and supervisors have 30 hr. OSHA certifications. All workers have 20+ years in demolition operations.

References and completed projects upon request.

Insurance coverage of \$5,000,000.00 liability and workers compensation certificate will be provided upon request.

This quote may be withdrawn by Ed Burdue & Co. LLC if not accepted within 30 days.

Start and completion dates **ASAP**

**Base Bid: \$15,000.00**

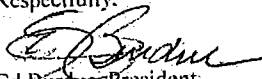
**Fifteen Thousand and 00/100 dollars.**

Payment terms: Net 30 days from completion date and approval.

**Please sign proposal, if accepted and return.**

If you have any question, please call me at you earliest convenience.

Respectfully,

  
Ed Burdue, President  
Ed Burdue & Co. LLC

Accepted By: **MATT USKO**  
Signature  
Date: **DEC. 22, 2017**





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DEPARTMENT OF PUBLIC SERVICES

*Division of Forestry*

1024 Cement Ave.  
Sandusky, Ohio 44870  
419.627.5884  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Brad Link, Public Services Director

DATE: December 27, 2017

SUBJECT: Forestry 1 ton Crane and Dump Body

**ITEM FOR CONSIDERATION:** It is requested that the City Commission authorize legislation to approve the purchase of a Ferrari 551R Crane and Galion Stainless Steel Dump Body for the Division of Forestry from Kalida Trucking in the amount of \$40,600.

**BACKGROUND INFORMATION:** The City of Sandusky issued an RFP on November 1, 2017, for the crane and dump body that will be installed on a 2017 F-550 cab and chassis that was purchased by the city earlier this year.

Three (3) proposals were received and evaluated by a selection committee who determined that the proposal from Kalida Truck Equipment, Inc., of Walbridge, Ohio, was the lowest and best.

The Ferrari crane is stronger and has a longer reach than the crane that is currently used by the Forestry department. Kalida Trucking will be responsible for the installation of both the crane and dump body, on to the provided F-550 cab and chassis, which is included in the bid price.

**BUDGET IMPACT:** The total cost for the purchase is \$40,600 and will be paid with Capital Projects Funds. This project was made possible through Issue 8 funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase the Ferrari crane and Galion dump body from Kalida Truck Equipment, Inc. of Walbridge, OH. The purchase is for the Public Service Department Division of Forestry in an amount not to exceed \$40,600. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of City Charter.

I concur with this recommendation:

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Brad Link, Public Service Director

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Eric Wobser, City Manager

Cc: Hank Solowiej, Finance Director  
Kelly Kresser, City Commission Clerk  
Justin Harris, Law Director



# KALIDA TRUCK EQUIPMENT, INC.

Kalida Truck Equipment, Inc.  
30840 Tracy Road  
Walbridge, OH 43465  
Phone: 419-666-3700  
Fax: 419-666-4133  
[www.kalidatruck.com](http://www.kalidatruck.com)

## QUOTATION

QuoteNum

Page 1 of 2

Customer: CITY OF SANDUSKY  
Contact: TROY VACCARO  
Address: 222 MEIGS ST  
SANDUSKY OH 44870

Quote Number: KB0000716  
Quote Date: 12/19/2017  
Quote valid until: 2/2/2018

Phone: 419-627-5844  
Fax: 419-627-5825  
Email: [tvaccaro@ci.sandusky.oh.us](mailto:tvaccaro@ci.sandusky.oh.us)

Salesperson: sking

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	<p>FERRARI, MODEL #551-A3 KNUCKLE BOOM CRANE. 35,000 FT. LB. CAPACITY HYDRAULIC EXTENSION TO 25' 7" - MANUAL EXTENSION FROM 25' 7" TO 30' 4", 860 LBS. RATED CAPACITY @ FULL 30' 4" SIDE REACH. 400 DEGREE SLEWING (ROTATION) ANGLE. MANUAL OUT/HYDRAULIC UP/DOWN OUTRIGGER ASSEMBLY. 10' SPREAD ON OUTRIGGERS. OUTRIGGER PADS, INCLUDED. SAFETY LOAD LIMIT DEVICE. DUAL MANUAL CONTROLS. SWIVEL HOOK WITH LATCH. INSTALLED BEHIND CAB.</p> <p>GALION, MODEL #133USD-9 STAINLESS STEEL DUMP BODY. 9' LONG X 84" WIDE (INSIDE DIMENSIONS). 18" HIGH RIGID SIDES - 24" HEAD AND TAILGATE. 3.5 - 4.7 CUBIC YARD CAPACITY. 10GA. 201-2B STAINLESS STEEL SIDES, FRONT, AND TAILGATE. 3/16" AR450 STEEL FLOOR WITH SIDE-TO-FLOOR BEVEL PLATE REINFORCEMENTS. CROSSMEMBERLESS UNDERSTRUCTURE. 7" HIGH, 3/16" FORMED STEEL TRAPAZOIDAL SHAPED LONGSILLS. DIRT SHEDDING LOWER RUB RAILS. BOXED TOP RAILS WITH SIDE BOARD POCKETS. FRONT CORNER POST, FULL DEPTH REAR CORNER POST WITH FULL WIDTH REAR BOLSTER. "V" BRACE HORIZONTAL SIDE BRACES ONE (10 EACH SIDE. THREE PANEL REAR TAILGATE WITH BOXED VERTICAL BRACING. *****NO CAB SHIELD FURNISHED. CUSTOMER FABRICATED STEEL FRONT BULKHEAD - FRAME MOUNTED AHEAD OF CRANE WITH 1 1/2" WIRE MESH FULL VISIBILITY WINDOW - PAINTED BLACK IN COLOR. ECCO #5590CA MINI LIGHTBAR INSTALLED ON FRONT BULKHEAD. SIX (6) ECCO AMBER "LED" CORNER STROBE LIGHTS - TWO (2) MOUNTED IN REAR DUMP BODY CORNER POST, TWO (2) IN FRONT CORNERS OF DUMP BODY, AND TWO (2) MOUNTED IN FRONT VEHICLE GRILLE. MASTER SWITCH FOR ALL THE LIGHTS INSTALLED IN CAB. FULL RADIUS POLY FENDERS AROUND REAR WHEELS. RUBBER MUD FLAPS. TWO (2) BAWER #TU823006, 36" X 18" X 18" STAINLESS STEEL UNDERBODY TOOL BOXES - ONE (1) MOUNTED EACH SIDE AHEAD OF REAR WHEELS ON STEEL L-BRACKET - KEYED ALIKE.</p>	\$40,600.00	\$40,600.00





**KALIDA  
TRUCK  
EQUIPMENT, INC.**

Kalida Truck Equipment, Inc.  
30840 Tracy Road  
Walbridge, OH 43465  
Phone: 419-666-3700  
Fax: 419-666-4133  
[www.kalidatruck.com](http://www.kalidatruck.com)

**QUOTATION**

QuoteNum

Page 2 of 2

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	NATURAL STAINLESS STEEL FINISH - BLACK PAINTED UNDERSTRUCTURE.  FORD TORQUESHIFT AUTOMATIC TRANSMISSION MOUNTED "HOT SHIFT" CHELSEA #249 SERIES PTO WITH DIRECT MOUNT COMMERCIAL #P415 GEAR TYPE HYDRAULIC PUMP. DANFOSS #PVG32E ELECTRIC OPERATED DIRECTION VALVE FOR DOUBLE ACTING DUMP HOIST. RETURN LINE OIL FILTER, OIL HOSE, AND FITTINGS. PTO OPERATION HOUR METER.  INSTALLED ON 2017 FORD F550 4X2 DUAL REAR WHEEL CHASSIS WITH 84" CAB-TO-AXLE.		
Quote Total:			\$40,600.00
Sales Tax:			\$0.00
Total Due:			\$40,600.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	
Salesperson:	KENN BRINKMAN

- ♦ A 2% CHARGE WILL BE APPLIED TO ALL DEBIT/CREDIT CARD CHARGES OVER \$2,000.00
- ♦ Quoted price does not include any applicable taxes.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Due to the extremely volatile steel prices, our quoted price may change at any time. Call our office for an up to date price.



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND THE FUNDS FOR THE PURCHASE AND INSTALLATION OF A FERRARI 551R CRANE AND GALION STAINLESS STEEL DUMP BODY FROM KALIDA TRUCK EQUIPMENT, INC., OF WALBRIDGE, OHIO, FOR THE DIVISION OF FORESTRY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Horticulture Services Department had a 1994 F450 truck with a crane and dump body that had exceeded its useful life expectancy and it was recommended to replace with a 2017 F550 Cab & Chassis truck that would be up-fitted with a hydraulic crane and dump bed to be used by the Forestry Division; and

**WHEREAS**, this City Commission approved the purchase of a 2017 F550 Cab & Chassis Truck from Valley Ford Truck of Cleveland, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for the Horticulture Services Department by Ordinance No. 17-120, passed on June 12, 2017; and

**WHEREAS**, a Request for Proposals (RFP) was issued on November 1, 2017, for a crane and dump body in which three (3) proposals were received and evaluated by a selection committee who determined that the proposal from Kalida Truck Equipment, Inc., of Walbridge, Ohio, was the lowest and best; and

**WHEREAS**, the total cost for the purchase and installation of the Crane and Dump Body is \$40,600.00 and will be paid Issue 8 funds from the Capital Projects Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the crane and dump body to be ordered and mounted to the 2017 F550 Cab & Chassis as soon as possible as the truck to be replaced needs overhauled and will then be placed back into service as a backup; and

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

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

Section 1. The City Manager is authorized and directed to expend the funds for the purchase and installation for a Ferrari 551R Crane and Galion Stainless Steel Dump Body from Kalida Truck Equipment, Inc., of Walbridge, Ohio, at an amount **not to exceed** Forty Thousand Six Hundred and 00/100 Dollars (\$40,600.00).

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 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.

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

ATTEST:

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KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 8, 2018