



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
JANUARY 22, 2018
CITY HALL, 222 MEIGS STREET**

INVOCATION

W. Poole

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

**G. Lockhart, N. Twine, W. Poole, D. Murray, D. Waddington, N. Lloyd & D. Brady
January 8, 2018**

APPROVAL OF MINUTES

PRESENTATION

Maria Muratori, Economic Development Specialist

2017 Year-in-Review, Economic Development Programs & Projects

Hank Solowiej, Finance Director & Chuck (Invoice Cloud) and Kevin (SSI)

Online Bill Pay project for City of Sandusky

AUDIENCE PARTICIPATION

CURRENT BUSINESS

COMMUNICATIONS

CONSENT AGENDA

SECOND READING

A. 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.

SECOND READING

B. Submitted by Victoria Schaefer, Recreation Superintendent

LEASE AGREEMENT AMENDMENT 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 an amendment to 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.

SECOND READING

C. 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.

D. Submitted by Jeffrey Keefe, Project Engineer

ENCROACHMENT AGREEMENT FOR 402 COVE STREET

Budgetary Information: There is no budgetary impact with this item and the licensee must maintain liability insurance for this use. The property owner is responsible for recording fees to the Erie County Recorder's Office.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Steven and Vanessa Marks to provide for the use of a certain portion of the city's rights-of-way, as described in the grant of a license for encroachment, for purposes of installing a concrete parking area; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jeffrey Keefe, Project Engineer

LIONS PARK RETROFIT PROJECT CHANGE ORDER (TIME EXTENSION ONLY)

Budgetary Information: Change order #1 will not impact the contract amount. The contract amount will remain as \$571,258.57 at this time.

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

F. Submitted by Rick Wilcox, Fire Chief

DISPOSAL OF BALLISTIC VESTS BEYOND THEIR USEFUL LIFE BY SFD

Budgetary Information: There is no budgetary impact from the disposal of 24 ballistic vests.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of ballistic vests from the Fire Department as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Scott Kromer, Streets & Utilities Superintendent

AUTHORIZATION TO DISPOSE OF PROPERTY VIA INTERNET SALES FOR CY 2018

Budgetary Information: The city is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from the sales will be deposited into the account of the department financially responsible for the assets.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the intent of the City of Sandusky to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for city use through internet auctions during the calendar year 2018; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Victoria Schaefer, Recreation Superintendent

PRIORITY USE LICENSE AGREEMENT WITH XAVIER’S BASEBALL ACADEMY FOR 2018

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Xavier Baseball Academy for priority use of Rather Field located at Jaycee Park South for their baseball program beginning April 1, 2018, through October 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

I. Submitted by Victoria Schaefer, Recreation Superintendent

PRIORITY USE LICENSE AGREEMENT WITH SANDUSKY MEN’S SOFTBALL LEAGUE FOR 2018

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with the Sandusky Men’s Softball League for priority use of the Kiwanis Park ballfield located at 2227 First Street, Sandusky, for their softball program beginning April 4, 2018, through October 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

J. Submitted by Victoria Schaefer, Recreation Superintendent

PRIORITY USE LICENSE AGREEMENT WITH AMVETS BASEBALL LEAGUE FOR 2018

Budgetary Information: The agreement will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Amvets Baseball League for priority use of Erie Blacktop Field and the concession stand located at Amvets Park and Fields #1, #2, #3, #4 and the concession stand and storage shed located at Sprau Park for the Sandusky Amvets Baseball League program beginning March 1, 2018 through August 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

K. Submitted by Victoria Schaefer, Recreation Superintendent

PRIORITY USE LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR 2018

Budgetary Information: The agreements will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School baseball and softball programs beginning March 1, 2018 through May 30, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

L. Submitted by Victoria Schaefer, Recreation Superintendent

PRIORITY USE LICENSE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR 2018

Budgetary Information: The agreements will not result in any additional budgetary expenses. The city will benefit from the agreed upon ballfield maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a license agreement with Sandusky City Schools for priority use of Field #6 located at Dorn Community Park for the Sandusky High School girls varsity and junior varsity softball programs beginning March 1, 2018; through May 30, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

M. Submitted Jeffrey Keefe, Project Engineer

LPA AGREEMENT FOR COLUMBUS/SCOTT/CAMPBELL STREET PROJECT

Budgetary Information: Due to timing of other improvements within this project, this agreement applies to only the final signals and final improvements, which is only a portion of the total project. The estimated cost of this portion of the project is \$150,000, with this grant covering 90% of the eligible costs, up to a maximum of \$125,000. Any matching or additional funding will come from the capital projects fund (Issue 8). Final estimated costs will be updated when we request authorization to bid that portion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into the LPA federal local-LET project agreement with the Ohio Department of Transportation for a portion of the Columbus-Scott-Campbell intersection improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

N. Submitted by Aaron Klein, Director of Public Works

ANNUAL COST SHARING PAYMENT TO ERIE SOIL & WATER CONSERVATION DISTRICT

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

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

REGULAR AGENDA

REQUEST PASSAGE OF EITHER RESOLUTION A. OR RESOLUTION B. BELOW

1. Submitted by Casey Sparks, Chief Planner

APPEAL WITH LANDMARK COMMISSION DECISION BY SANDUSKY LIBRARY RE: 417 COLUMBUS AVENUE

Budgetary Information: There are costs associated with this legislation.

A. RESOLUTION NO. _____: It is requested a resolution be passed denying the Sandusky Library and Follett Museum Foundation’s appeal of the Sandusky Landmark Commission decision to deny the Certificate of Appropriateness for the demolition of 417 Columbus Avenue; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

B. RESOLUTION NO. _____: It is requested a resolution be passed granting the Sandusky Library and Follett Museum Foundation’s appeal of the Sandusky Landmark Commission decision to deny the Certificate of Appropriateness for the demolition of 417 Columbus Avenue; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

2. Submitted by Maria Muratori, Economic Development Specialist

GRANT TO BSL HOLDINGS FOR EXPANSION PROJECT

Budgetary Information: The city will be responsible for providing a total of \$15,000 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the small business assistance grant program to BSL Holdings, Ltd., in relation to the property located at 1517 Fifth Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

3. Submitted by Brad Link, Public Services Director

PURCHASE OF PLAY EQUIPMENT FOR CENTRAL PARK

Budgetary Information: This purchase in the amount of \$83,660.44 will be paid from CDBG funds and Neighborhood Initiative funds; \$80,000 will be paid for out of CDBG and \$3,660.44 will be paid out of neighborhood initiative funds.

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

4. 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 with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed 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 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.

5. Submitted by Jane Cullen, Project Engineer

CONTRACT AWARD FOR GARTLAND AVENUE PROJECT

Budgetary Information: The estimated cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$994,167.68 with \$544,129.16 to be paid with sewer funds and \$302,244.93 to be paid with water funds and \$147,793.59 with capital projects funds (Issue 8).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Underground Utilities, Inc. of Monroeville, Ohio, for the Gartland Avenue reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

6. Submitted by Matt Lasko, Chief Development Officer

DEMOLITION AND ASBESTOS ABATEMENT FOR STRUCTURE AT 1702 CAMPBELL STREET

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. After receipt and review of bids, staff will present to City Commission in the future with a recommendation to enter into a contract with the firm that provided the lowest and best bid for the demolition and asbestos abatement. The proposed funding source for the demolition and asbestos abatement is the EMS fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed demolition and asbestos abatement of 1702 Campbell Street project; 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 Aaron Klein, Director of Public Works

RESOLUTION OF SUPPORT FOR THE LANDING PROJECT

Budgetary Information: There is no cost to provide support of the Landing Park project and conceptual plan.

RESOLUTION NO. _____: It is requested a resolution be passed in support of the Landing Park project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

8. Submitted by Hank Solowiej, Finance Director

REVISION TO CHAPTER 192 – MUNICIPAL INCOME TAXES

Budgetary Information: There is no cost associated with adopting this ordinance. The Regional Income Tax Agency has reviewed and approved the amended chapter.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), Chapter 192 (Income Tax), specifically Sections 192.02, 192.04, 192.05, 192.07 and 192.18 of the codified ordinances in the manner and way specifically set forth hereinbelow; 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 22 at 8:30 a.m.

Tuesday, January 23 at 5 p.m.

Monday, January 29 at 8:30 p.m.

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



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: December 27, 2017

Subject: January 8th 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. 17-095, 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.

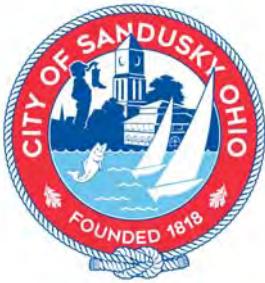
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: January 22, 2018 (effective after 30 days)



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 22nd 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:

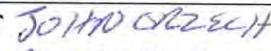
LESSOR: CITY OF SANDUSKY








Eric L. Wobser
City Manager


JOHN ORZECZ
ACTING CITY MANAGER

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this 22nd 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.




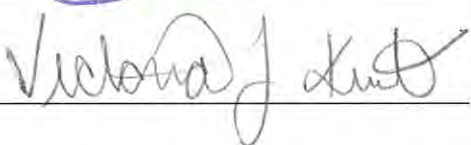
Notary Public

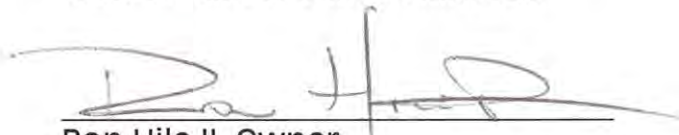
My Commission Expires: 1/26/2020

WITNESSES:

LESSEE: GREAT LAKES GRINDERS







Ron Hile II, Owner

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this 18th 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.

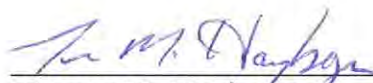
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed
by official seal on the day and year aforesaid.



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"

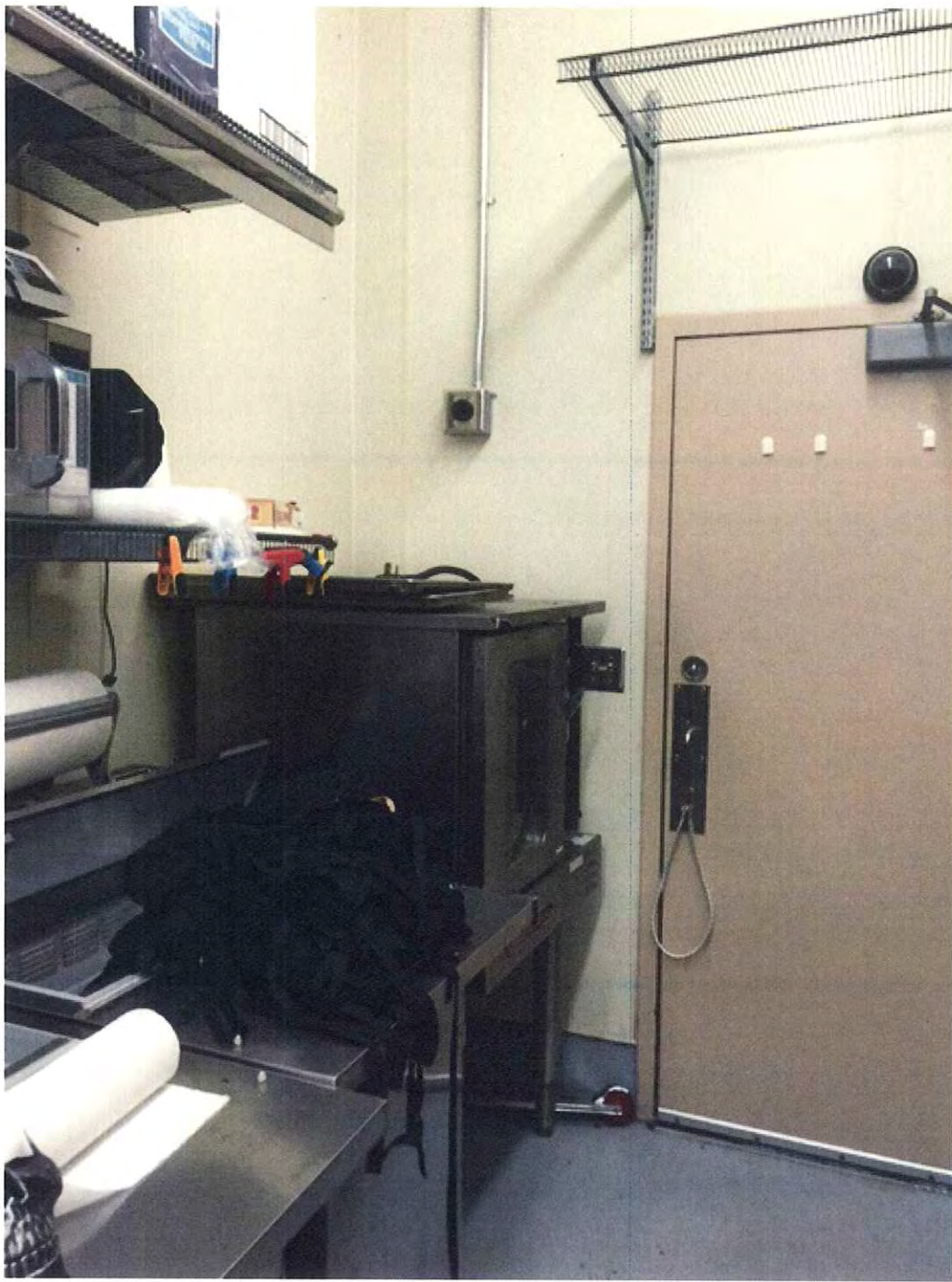












Through Every Bite...

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.*



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@GLGrinders



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

www.GreatLakesGrinders.com

EXHIBIT
"B"

GREAT LAKES GRINDERS

@ SHORELINE PARK

411 E. WATER ST.
SANDUSKY, OH 44870

NEW FOR 2016

THE ONLY THING BETTER THAN
THE VIEW, IS **THE FOOD!**



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 ^{NEW}

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

#6) Spicy Roast Beef ^{NEW}

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 ^{NEW}

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 ^{NEW}

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

#18) Turkey Bacon ^{NEW}

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

#19) Turkey Bacon Avocado ^{NEW}

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

#20) GLG Club ^{NEW}

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

#21) Pizza Grinder ^{NEW}

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

#22) Mackinac Meatball ^{NEW}

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 TO EXTEND THE TERM AN ADDITIONAL FIVE (5) YEARS.

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: January 22, 2018 (effective after 30 days)

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

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:

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

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

~~—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: January 22, 2018 (effective after 30 days)



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

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

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: January 10, 2018

Subject: **Commission Agenda Item** – 402 Cove Street - Encroachment License for Parking on Curran Street

ITEM FOR CONSIDERATION: Encroachment License for property owners, Steven P. and Vanessa R. Marks, located at 402 Cove Street for the installation of a concrete parking area within the right-of-way of Curran Street. The tax mailing address is 167 W. Lincoln Avenue, Delaware, Ohio, 43015. A request for an encroachment was received by the Department of Public Works on May 25, 2017. The concrete area was installed over the summer.

BACKGROUND INFORMATION: The encroachment into the Curran Street right-of-way has been defined in a legal description and sketch. This license will grant the property owner of 402 Cove Street (adjacent to Parcel 56-00256.000 and 56-01003.000) an encroachment to install a concrete parking area within the right-of-way of Curran Street for their use, so long as the license complies with all requirements of this agreement and licensee acknowledges that this Grant of a Licensee is terminable at the will of the City.

BUDGETARY INFORMATION: There is no budgetary impact with this item and the licensee must maintain liability insurance for this use. The property owner is responsible for recording fees to the Erie County Recorder Office.

ACTION REQUESTED: It is recommended that the Grant of a License for Encroachment within the Curran Street right-of-way be approved for the property owners, Steven P. and Vanessa R. Marks, located at 402 Cove Street and that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to expedite the execution of the Grant of a License for Encroachment to allow the property owners to maintain the concrete parking area recently installed on City right-of-way.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH STEVEN AND VANESSA MARKS TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF INSTALLING A CONCRETE PARKING AREA; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain property of the City is currently platted as City right-of-way including the property identified and more fully described in Exhibit "A"; and

WHEREAS, this proposed License for Encroachment will allow the property owners, Steven P. and Vanessa R. Marks, to maintain a concrete parking area recently installed on City right-of-way located on the south side of Curran Street and east side of Cove Street; and

WHEREAS, this City Commission, under powers of Local self-government granted to the City by Article XVIII of the Ohio Constitution and Section 3 and Section 25 of the Charter of the City of Sandusky, has the power to change the use of City property to a use that would be of greater benefit and use to the public; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Grant of a License for Encroachment to allow the property owners to maintain the concrete parking area recently installed on City right-of-way; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Steven P. and Vanessa R. Marks, substantially in the same form as contained in Exhibit "1", 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 City's public purpose as set forth in the preamble hereto.

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 22, 2018

**GRANT OF A LICENSE FOR ENCROACHMENT
ON THE SOUTH SIDE OF CURRAN STREET
AND EAST SIDE OF COVE STREET RIGHT-OF-WAY**

This License Agreement is made this ____ day of _____, 2018, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Steven P. and Vanessa R. Marks ("Licensee") whose tax mailing address is 167 W. Lincoln Avenue, Delaware, Ohio, 43015, under the following conditions and circumstances:

A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of the rights-of-way as defined in the Ohio Revised Code, Section 4511.01(uu), including Cove Street and Curran Street, and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

B. Licensee is the owner in fee simple of the real estate adjoining the south side of the Curran Street and east side of Cove Street right-of-way located at 402 Cove Street.

C. Licensee desires to construct improvements within the Owner's right-of-way for purposes of installing a concrete parking area in relation to the Licensee's property located at 402 Cove Street, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.

D. The City is willing to grant to Licensee a temporary license to construct a concrete parking area and maintain the encroachment for so long as Licensee remains the owner of the property to the south side of the Curran Street and east side of Cove Street right-of-way and provided the encroachment is not substantially altered.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION PAID, THE PARTIES AGREE AS FOLLOWS:

1. The City grants to Licensee the license and permission to maintain the encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 402 Cove Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee complies with all legal requirements and Licensee acknowledges that this grant of a license is terminable at the will of the City;

2. Licensee agrees that, except for the license granted pursuant to this Agreement, Licensee makes no claim of right and has no interest or title in any part of the property and Licensee further agrees that the maintenance of the encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;

3. Licensee agrees to maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's property located at 402 Cove Street, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the encroachment;

4. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the Owner.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands on the

dates indicated below:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

CITY:
CITY OF SANDUSKY

Eric L. Wobser, City Manager

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named, Eric L. Wobser, City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _ day of _____, 2018.

Notary Public
My Commission Expires:

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

LICENSEE: STEVEN & VANESSA MARKS

(signature)

(signature)

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Steven P. and Vanessa R. Marks, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _ day of _____, 2018.

Notary Public
My Commission Expires:

Instrument prepared by:

Justin D. Harris #0078252
Law Director, City of Sandusky

**LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the southerly right-of-way of Curran Street (40 feet in width), adjoining lands of Steven P. and Vanessa R. Marks, RN 201507396, all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Commencing, for reference, at an iron pin found in a monument box marking the intersection of centerlines of Cove Street (50 feet in width) and Curran Street (40 feet in width); thence, North $66^{\circ}13'30''$ East with the centerline of Curran Street, a distance of 41.57 feet to a point; thence, South $23^{\circ}46'30''$ East through the southerly right-of-way of Curran Street, a distance of 12.77 feet to a point and the **TRUE POINT OF BEGINNING** for this description;

Thence, South $23^{\circ}46'30''$ East, a distance of 7.23 feet to a point on the southerly right-of-way line of Curran Street;

Thence, North $66^{\circ}13'30''$ East along said right-of-way, a distance of 129.37 feet to a point;

Thence, North $23^{\circ}46'30''$ West through said right-of-way, a distance of 10.86 feet to a point;

Thence, South $66^{\circ}13'30''$ West through said right-of-way, a distance of 105.67 feet to a point;

Thence, South $23^{\circ}46'30''$ East through said right-of-way, a distance of 3.63 feet to a point;

Thence, South $66^{\circ}13'30''$ West through said right-of-way, a distance of 23.70 feet to the point of beginning, containing 1,319 square feet of land, more or less.

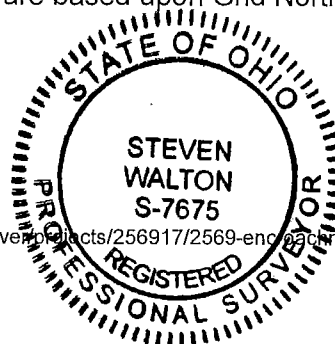
This description was prepared by Steven B. Walton, PS No. 7675 from a survey conducted in September, 2017. Bearings hereon are based upon Grid North for NAD '83, Ohio State Plane North Coordinate System.

John Hancock & Associates, Inc.

Steven B. Walton

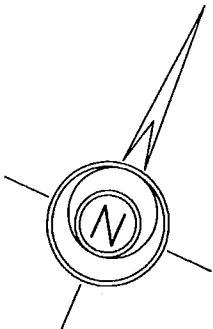
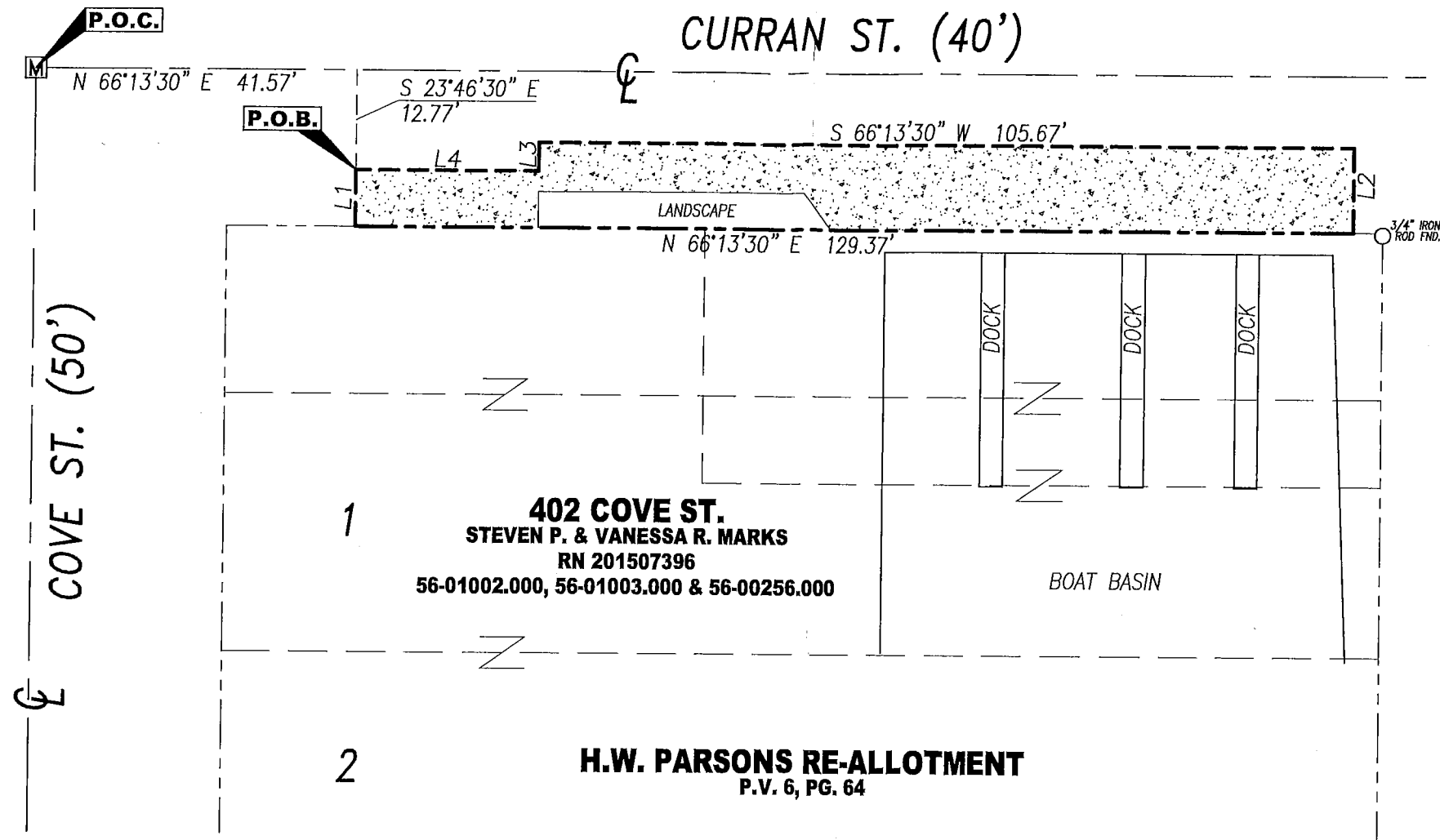
Steven B. Walton P.S.

Date: 9-25-17

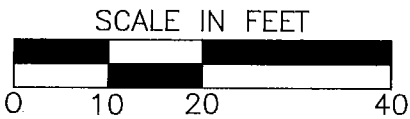


File server:\projects\256917\2569-encroachment license.doc

ENCROACHMENT LICENSE AGREEMENT
1,319 S.F.



SCALE: 1" = 20'



LINE	BEARING	DISTANCE
L1	S 23°46'30" E	7.23'
L2	N 23°46'30" W	10.86'
L3	S 23°46'30" E	3.63'
L4	S 66°13'30" W	23.70'



BEARINGS HEREON ARE BASED UPON
GRID NORTH FOR NAD '83, OHIO STATE
PLANE NORTH COORDINATE SYSTEM.

I HEREBY CERTIFY THAT THIS PLAT
WAS PREPARED FROM AN ACTUAL FIELD
SURVEY OF THE PREMISES CONDUCTED
BY ME PURSUANT TO CHAPTER 4733-37
OF THE OHIO ADMINISTRATIVE CODE.

Steven B. Walton
STEVEN B. WALTON
OHIO R.L.S. 7675
9-25-17

SURVEY FOR:
STEVEN MARKS
402 COVE ST.
SANDUSKY, OH 44870

REVISED:

John Hancock & Associates
INCORPORATED
ENGINEERS - SURVEYORS
326 E. MARKET ST. SANDUSKY, OHIO 44870
(419) 625-7838

ENCROACHMENT LICENSE AGREEMENT
402 COVE ST.
SOUTH SIDE OF CURRAN ST. EAST OF COVE ST.
WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

JOB NO.: 256917
DRN BY: JAG
FILE NO.: 2569-SURV
DATE: 9/25/17
SCALE: 1" = 20'
SHEET NO.: 1



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

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

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: January 10, 2018

Subject: Commission Agenda Item – Lions Park Retrofit Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1, for the Lions Park Retrofit Project.

BACKGROUND INFORMATION: This project was awarded to Precision Paving, Inc., Milan Ohio at the May 8, 2017 city commission meeting per ordinance 17-118 in the amount of \$571,258.57.

This project involved demolition of the existing parking lot and construction of new asphalt pavement draining into bio-swales. Work included replacement of the asphalt on LaSalle and Winnebago Streets. Areas of meadow seeding are included in this project. The meadow mix areas will provide a habitat for butterflies that migrate through the area. These planting areas will support the Monarch City designation that the City has pledged to provide.

Precision Paving, Inc. is requesting a time extension from the contract original completion date of September 22, 2017, until May 1, 2018. The contractor experienced a delay in preparing the areas for the meadow plantings. This additional time will allow for the proper weather conditions prior to and after the seeding occur. Change Order No. 1 will allow the contractor to complete the meadow grass installation. Existing concrete sidewalk along Winnebago will also be removed and placed at the new headwall for erosion protection.

BUDGETARY INFORMATION: Change Order No. 1 will not impact the contract amount. The contract amount will remain as \$571,258.57 at this time.

ACTION REQUESTED: It is requested that Change order No. 1 for the Lions Park Retrofit Project be approved and passed under suspension of the rules and in accordance with Section 14 of the City in order for the contractor, Precision Paving, Inc., not be charged for liquidated damages per contract document Article 3.2 LIQUIDATED DAMAGES page CITY-CF-2 for completing work beyond the original completion date of September 22, 2017.

I concur with this recommendation:

Eric Wobser

City Manager

Aaron M. Klein

Director of Engineering

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



Jan. 9, 2018

City of Sandusky - Engineering Dept.
222 Meigs Street
Sandusky, OH 44870

RE: Lions Park Completion Date Extension Request

This letter is to officially request an extension to the completion date on the Lions Park Project to May 1, 2018 due to the delay in preparing the areas for the meadow plantings. This additional time will allow for proper weather conditions prior to and after the seeding occur. Change order No. 1 will allow us to complete the meadow grass installation. Existing concrete sidewalk along Winnebago will also be removed and placed at the new headwall for erosion protection.

Sincerely,

Mac Kegarise
Project Manager

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

An Equal Opportunity Employer

ORDINANCE NO. _____

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

WHEREAS, this City Commission authorized the directed the City Manager to enter into an agreement for Professional Design Services with Environmental Design Group, LLC, of Akron, Ohio, for the Lions Park Retrofit Project by Resolution No. 16-202, passed on November 14, 2016; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Lions Park Retrofit Project by Resolution No. 027-17R, passed on May 8, 2017; and

WHEREAS, the Lions Park Retrofit Project involved the reconstruction of the parking lot and replacement of the asphalt on LaSalle and Winnebago Streets in addition to new areas of meadow seeding that will create a habitat for the butterflies that migrate through the area and supports the Monarch City designation that the City has pledged to provide; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a contract with Precision Paving, Inc., of Milan, Ohio for the Lions Park Retrofit Project by Ordinance No. 17-118, passed on June 12, 2017; and

WHEREAS, this First Change Order provides for an extension in the final project completion date from September 22, 2017, until May 1, 2018, as the contractor experienced a delay in preparing the areas for the meadow plantings and this time extension will allow the contractor to install and complete the meadow plants at the proper weather conditions prior to and after the seeding occur; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the change order to extend the project completion date to May 1, 2018, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents for completing work beyond the original completion date of September 22, 2017; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final project completion date from September 22, 2017, until May 1, 2018, for work being performed by Precision Paving, Inc., of Milan, Ohio, for the Lions Park Retrofit Project.

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

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

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

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

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

Passed: January 22, 2018

January 10, 2018

MEMORANDUM

TO: Eric Wobser, City Manager
FROM: Rick Wilcox, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to dispose of twenty four (24) Ballistic Vests.

BACKGROUND INFORMATION: It has been determined by the Fire Chief that twenty four (24) Ballistic Vests are beyond their useful life and are no use to the City and the recommendation is that these vests be declared obsolete, unnecessary and unfit for City use. It is requested the items be disposed of in a safe and proper manner.

BUDGETARY INFORMATION: There is NO budgetary impact from the disposal of (24) Ballistic Vests.

ACTION REQUESTED: It is requested that the proper legislation be prepared to dispose of twenty four (24) Ballistic Vests. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for the vests to be declared unnecessary and unfit for City use and disposed of at the earliest opportunity to make room for the new vests.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

Cc:

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF BALLISTIC VESTS FROM THE FIRE DEPARTMENT AS HAVING BECOME UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that has become obsolete, unnecessary and unfit for City use; and

WHEREAS, the Fire Chief has determined that twenty four (24) Ballistic Vests are beyond their useful life and of no use to the City and is recommending that these items be declared obsolete, unnecessary and unfit for City use and be disposed of in a safe and proper manner; 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 the vests to be declared unnecessary and unfit for City use and disposed of at the earliest opportunity to made room for the new vests; and

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

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

Section 1. This City Commission finds and determines that twenty four (24) Ballistic Vests from the Fire Department have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the (24) Ballistic Vests in a safe and proper manner.

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 22, 2018



DEPARTMENT OF PUBLIC WORKS

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

TO: Eric Wobser, City Manager

FROM: Superintendent of Streets & Utilities, Scott Kromer

DATE: January 9, 2018

SUBJECT: **Commission Agenda Item – Permission to Participate in Internet Sales in CY 2018**

ITEM FOR CONSIDERATION: It is requested that the City Commission approve legislation declaring the City's intent to sell unneeded vehicles, equipment and other assets, through the use of public internet auction for the calendar year 2018.

BACKGROUND INFORMATION: Ohio Revised Code, Section 721.15 (D) requires the adoption of a resolution expressing the intent of the City of Sandusky to sell unneeded property by internet auction during each calendar year. Each item shall be offered for sale for a minimum of ten (10) calendar days and shall be paid for as described in the "Online Sales Terms and Conditions of the City of Sandusky" (Exhibit A). Shipping and delivery costs shall be the responsibility of the purchaser. Representatives for the City will be designated by the City Manager or Director of Public Works as needed. Internet auctions shall be conducted by using Govdeals.com, Propertyroom.com, Assetnation.com, eBay.com, Government Surplus or other such websites, that are found to be most effective and efficient in disposing of the items at the best price obtainable. The items will be designated for disposal by the division head and subsequently approved as unnecessary and unfit for City use by the City Commission. The City's website will be a link for the Public to participate in the auction process.

BUDGET IMPACT: The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

ACTION REQUESTED: It is requested that legislation be approved, authorizing the disposal of the vehicles, equipment and other assets through the use of public internet auction. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin conducting sales through internet auctions at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANDUSKY TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR CITY USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2018; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ohio Revised Code Section 721.15(D), the City is required to adopt a Resolution, during each calendar year, expressing its intent to sell personal property that has become unneeded, obsolete or unfit for municipal purposes by internet auction; and

WHEREAS, Section 25 of the City Charter authorizes the City Manager to conduct all sales of personal property that the City Commission has declared as obsolete, unnecessary or unfit for City use; and

WHEREAS, the internet auctions will be conducted in accordance to the City's online sales terms and conditions and each item shall be offered for sale for a minimum of ten (10) calendar days including Saturday, Sunday, and legal Holidays; 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 begin conducting sales through internet auctions at the earliest opportunity; and

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

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

Section 1. This City Commission hereby declares its intent to use internet auctions as a means to dispose of personal property that this Commission declares obsolete, unnecessary or unfit for City use pursuant to Section 25 of the City Charter for the period of January 1, 2018, through December 31, 2018.

Section 2. This City Commission authorizes and directs the City Manager or designee to conduct the internet auctions in accordance to the City's on-line sales terms and conditions, a copy of which is on file in the office of the Director of Public Works and attached to this Resolution, marked Exhibit "A", and specifically incorporated as if fully rewritten herein, together with such revisions or additions as

are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Resolution.

Section 3. The Clerk of the City Commission be and is hereby directed to publish notice of the City's intent to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions pursuant to Ohio Revised Code Section 721.15(D).

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 22, 2018



**City of Sandusky
Sandusky, Ohio
Online Sales - Terms and Conditions
1/22/18**

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale **“AS IS, WHERE IS.”** Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** or any other internet auction host from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals** or where it applies with any other internet auction websites.

Buyers Premium. If a Buyer's Premium if applicable, is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover
- U. S. Currency
- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds)

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals** or where it applies to any other internet auction host website. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent

Date: January 9, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Xavier's Baseball Academy for priority use of Rather Field at Jaycee Park South beginning April 1, 2018 through October 31, 2018.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has worked with the Xavier's Baseball Academy for many years for use of Rather Field at Jaycee Park. Sandusky City Schools previously had priority use of the field for their High School Baseball games but since then they have built their own field behind Sandusky High School. Because of the success of the continued use and upkeep of the park area, it would be beneficial to enter into this agreement.

Xavier's Baseball Academy has taken on more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Xavier's Baseball Academy for seasonal priority use of Rather Field at Jaycee Park. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute to allow Xavier's Baseball Academy to move forward with scheduling activities prior to the commencing date of April 1, 2018.

Approved:

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH XAVIER’S BASEBALL ACADEMY FOR PRIORITY USE OF RATHER FIELD LOCATED AT JAYCEE PARK SOUTH FOR THEIR BASEBALL PROGRAM BEGINNING APRIL 1, 2018, THROUGH OCTOBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Xavier’s Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South for their baseball program from April 1, 2018, through October 31, 2018, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, Xavier’s Baseball Academy is willing to perform routine maintenance on the ball field areas under the direction of the Recreation Director in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Xavier’s Baseball Academy; 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 License Agreement to allow Xavier’s Baseball Academy to move forward with scheduling activities prior to the commencing date of April 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Xavier’s Baseball Academy for priority use of Rather Field located at Jaycee Park South Xavier’s Baseball Academy Program beginning April 1, 2018, through October 31, 2018, 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 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 22, 2018

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2018, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and Xavier’s Baseball Academy, 215 Windswood Way, Sandusky, Ohio, 448700, hereinafter referred to as “Licensee” for the purpose of utilizing Rather Field located at Jaycee Park South from April 1, 2018 through October 31, 2018.

WHEREAS, Xavier’s Baseball Academy desires to have priority use of Rather Field located at Jaycee Park South beginning April 1, 2018, through October 31, 2018, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE **GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Rather Field located at Jaycee Park South.

SECTION TWO **TERM**

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's schedules, for a period commencing April 1, 2018, through October 31, 2018.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE **CONSIDERATION**

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Recreation Director of the City, which includes, but is not necessarily limited to, preparing, dragging

and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE

MAINTENANCE AND OTHER OBLIGATIONS

Licensee agrees that during all times of use of Rather Field located at Jaycee Park South all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

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

SECTION SIX
GOVERNING LAW

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

SECTION SEVEN
TERMINATION

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
Xavier's Baseball Academy
c/o Wilbert Farris, Academy President
215 Windwood Way
Sandusky, OH 44870

SECTION EIGHT ASSIGNMENT

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

SECTION NINE MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Wilbert Farris, Academy President
Xavier's Baseball Academy

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Wilbert Farris, Academy President, Xavier's Baseball Academy and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky High School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky High School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Xavier's Baseball Academy Schedule

April 1, 2018 through October 31, 2018

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent

Date: January 9, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky Men's Softball League for priority use of Kiwanis Park ballfield on Wednesday's beginning April 4, 2018 through October 31, 2018.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has been working with Mr. Jahn Farris and his interest in bringing back a Men's Softball League to Sandusky. The Panther Baseball Club has priority use of the field but has agreed to allow Sandusky Men's Softball League use of the field on Wednesday nights throughout the year. The feedback that Mr. Farris has received from citizens of Sandusky are very positive and excited that a Men's Softball League is going to be formed. Mr. Farris is very passionate about the league and it would be beneficial for the City and the residents of Sandusky for us to enter into this agreement.

Sandusky Men's Softball agrees to take on the responsibility working hand in hand with Panthers Baseball Club to maintain the ball field at Kiwanis Park by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Men's Softball League for seasonal priority use on Wednesday's of Kiwanis Park Ballfield. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky Men's Softball League to move forward with scheduled activities prior to the commencing date of April 4, 2018.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SANDUSKY MEN’S SOFTBALL LEAGUE FOR PRIORITY USE OF THE KIWANIS PARK BALL FIELD LOCATED AT 2227 FIRST STREET, SANDUSKY, FOR THEIR SOFTBALL PROGRAM BEGINNING APRIL 4, 2018, THROUGH OCTOBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Men’s Softball league desires to have priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio for their softball program beginning April 4, 2018, through October 31, 2018, as documented in the schedule marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky Men’s Softball League will perform routine maintenance to the ball field areas, under the direction of the Director of Recreation, in exchange for the priority use of the baseball field; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon maintenance performed by the Sandusky Men’s Softball League; 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 License Agreement to allow the Sandusky Men’s Softball League to move forward with scheduling activities and prior to the commencing date of April 4, 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 Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky Men’s Softball League for priority use of the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio, for their softball program beginning April 4, 2018, through October 31, 2018, substantially

in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: January 22, 2018

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2018 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and the Sandusky Men’s Softball League, 1011 Fifth Street, Sandusky, Ohio, 44870, hereinafter referred to as “Licensee” for the purpose of utilizing the Kiwanis Park Ball Field located at 2227 First Street, Sandusky, Ohio from April 4, 2018, through October 31, 2018.

WHEREAS, the Sandusky Men’s Softball League desires to have priority use of Kiwanis Park Ball Field beginning April 4, 2018, through October 31, 2018, which includes games and practices, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

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

SECTION TWO
TERM

The City grants to the Licensee the priority use of the above-described ball field during the Licensee's schedule, for a period commencing April 4, 2018, through October 31, 2018.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE
CONSIDERATION

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts the priority use privilege granted by this Agreement is in exchange for performance of routine maintenance to the ball field area and property described in Section One of this Agreement under the direction of the Recreation Director of the City, which

includes, but is not necessarily limited to, preparing, dragging and lining of playing surfaces prior to each scheduled game, mowing, and trimming.

Licensee acknowledges and understands that any improvements shall be pre-approved by the City Manager or their designee and shall satisfy any applicable legal requirements contained in the City's Codified Ordinances including all necessary permits and that once completed become part of the real property of the Kiwanis Park owned by the City.

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

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

The Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues. The City does not allow the

consumption of alcoholic beverages in City ball fields or City parks. Your group is responsible for clean up and disposal of any refuse resulting from the use of the ball field. Please remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Jahn Farris
Sandusky Men's Softball League
1011 Fifth Street
Sandusky, OH 44870

SECTION EIGHT ASSIGNMENT

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

SECTION NINE MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

WITNESSES:

LICENSEE:

Jahn Farris
Sandusky Men's Softball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Jahn Farris, Sandusky Men's Softball League, and acknowledged their execution of the foregoing instrument as said Licensee on behalf of themselves and that the same is their voluntary act and deed as said Licensee on behalf of themselves.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT "A"

Sandusky Men's Softball League Schedule

April 4, 2018, through October 31, 2018

(To Be Provided Upon Completion)

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent

Date: January 9, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year, License Agreement with the Sandusky AMVETS Baseball League for priority use of Amvets Park Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. #1-#4 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning March 1, 2018 through August 31, 2018.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had License Agreements for the priority use of ball fields with the Sandusky AMVETS baseball league for the past numerous years which has worked well for all parties. Because of the success of the agreements with the leagues, it would be beneficial to enter into this agreement.

During the term of the last agreement, the leagues took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each league has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with the Sandusky AMVETS Baseball League for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky AMVETS to move forward with scheduling activities prior to the commencing date of March 1, 2018.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY AMVETS BASEBALL LEAGUE FOR PRIORITY USE OF ERIE BLACKTOP FIELD AND THE CONCESSION STAND LOCATED AT AMVETS PARK AND FIELDS #1, #2, #3, #4 AND THE CONCESSION STAND AND STORAGE SHED LOCATED AT SPRAU PARK FOR THE SANDUSKY AMVETS BASEBALL LEAGUE PROGRAM BEGINNING MARCH 1, 2018, THROUGH AUGUST 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Field #1 and the concession stand located at AMVETS Junior Park and Field #1, #2, #3, #4 and the concession stand located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning March 1, 2018, through August 31, 2018, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky AMVETS Baseball League is willing to perform routine maintenance to the ball field areas and concession stands under the direction of the Director of Recreation in exchange for the priority use of the ball fields and concession stands; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky AMVETS Baseball League; 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 License Agreement to allow the Sandusky AMVETS Baseball League to move forward with scheduling activities prior to the commencing date of March 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with the Sandusky AMVETS Baseball League for priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields #1, #2, #3, #4 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League Program beginning March 1, 2018, through August 31, 2018, 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 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 22, 2018

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2018 between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and the Sandusky AMVETS Baseball League, P.O. Box 1462, Sandusky, Ohio, hereinafter referred to as “Licensee” for the purpose of utilizing Erie Blacktop Field and the concession stand located at Amvets Park and Fields No. 1, 2, 3, 4 and the concession stand and storage shed located at Sprau Park from March 1, 2018, through August 31, 2018.

WHEREAS, the Sandusky AMVETS Baseball League desires to have priority use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, 3, 4 and the concession stand and storage shed located at Sprau Park for the Sandusky AMVETS Baseball League beginning March 1, 2018, through August 31, 2018, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's participants, coaches, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, 3, 4 and the concession stand and storage shed located at Sprau Park.

SECTION TWO
TERM

The City grants to the Licensee the priority use of the above-described ball fields, concession stands and storage shed during the Licensee's Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League schedules, for a period commencing March 1, 2018, through August 31, 2018.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball field becomes unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE **CONSIDERATION**

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

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

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

SECTION FOUR

INDEMNIFICATION

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

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

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

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

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

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of Erie Blacktop Field and the concession stand located at AMVETS Park and Fields No. 1, 2, 3, 4 and the concession stand and storage shed located at Sprau Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Board President
Sandusky AMVETS Baseball League
P.O. Box 1462
Sandusky, OH 44870

SECTION EIGHT ASSIGNMENT

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

SECTION NINE MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN
JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Howard Carr, Board President
Sandusky AMVETS Baseball League

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Howard Carr, Board President, Sandusky AMVETS Baseball League and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky AMVETS Baseball League and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky AMVETS Baseball League.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT “A”

Sandusky AMVETS Baseball League and Sandusky Eagles Baseball League Programs Schedules

March 1, 2018, through August 31, 2018

(To Be Provided Upon Completion)

DRAFT



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent

Date: January 9, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one -year, License Agreement with Sandusky Central Catholic Schools for priority use of Field #5 and Field #9 at Dorn Community Park for their high school varsity and junior varsity baseball and softball programs beginning March 1, 2018 through May 30, 2018.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreement for the priority use of ballfields at Dorn Park with Sandusky Central Catholic Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools continue to take more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky Central Catholic Schools for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow Sandusky Central Catholic Schools to move forward with scheduling activities prior to the commencing date of March 1, 2018.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR PRIORITY USE OF FIELD #5 AND FIELD #9 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY CENTRAL CATHOLIC HIGH SCHOOL BASEBALL AND SOFTBALL PROGRAMS BEGINNING MARCH 1, 2018, THROUGH MAY 30, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning March 1, 2018, through May 30, 2018, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky Central Catholic School is willing to perform routine maintenance to the ball field areas under the direction of the Director of Recreation in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by the Sandusky Central Catholic School; 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 License Agreement to allow the Sandusky Central Catholic School to move forward with scheduling activities prior to the commencing date of March 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky Central Catholic School for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic

High School Baseball and Softball Programs beginning March 1, 2018, through May 30, 2018, 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 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 22, 2018

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2018, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and the Sandusky Central Catholic School, 410 West Jefferson Street, Sandusky, Ohio, hereinafter referred to as “Licensee” for the purpose of utilizing Field No. 5 and Field No. 9 located at Dorn Community Park from March 1, 2018 through May 30, 2018.

WHEREAS, the Sandusky Central Catholic School desires to have priority use of Field No. 5 and Field No. 9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs beginning March 1, 2018, through May 30, 2018, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 5 and Field No. 9 located at Dorn Community Park.

SECTION TWO
TERM

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Junior Varsity and Varsity baseball and softball schedules, for a period commencing March 1, 2018, through May 30, 2018.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE **CONSIDERATION**

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

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

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

SECTION FOUR

INDEMNIFICATION

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

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

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

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees,

officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of Field No. 5 and Field No. 9 located at Dorn Community Park the Sandusky Parks and Recreation Department's Rules and Regulations for all Organized Leagues and all applicable Park rules promulgated by the City shall be enforced and adhered to including, but not limited to, the following:

The City does not allow the consumption of alcoholic beverages in City ball fields or City parks. Licensee shall clean up and dispose of any refuse resulting from the use of the ball fields and shall remind spectators, parents, players and coaches to be respectful of residents in the area by not parking and/or trespassing on private property.

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky Central Catholic School
410 West Jefferson Street
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE **MODIFICATIONS**

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN **CAUSE BEYOND REASONABLE CONTROL**

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN
JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE
VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Ryan Wikel, Athletic Director
Sandusky Central Catholic School

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Ryan Wikel, Athletic Director, Sandusky Central Catholic School, and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky Central Catholic School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky Central Catholic School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT “A”

Sandusky Central Catholic High School Baseball and Softball Programs Schedules

March 1, 2018 through May 30, 2018

(To Be Provided Upon Completion)



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Victoria Schaefer, Recreation Superintendent

Date: January 9, 2018

Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION:

Legislation to enter into a one -year, License Agreement with Sandusky City Schools for priority use of Field #6 at Dorn Community Park for their high school varsity and junior varsity softball programs beginning March 1, 2018 through May 30, 2018.

BACKGROUND INFORMATION:

The City of Sandusky Recreation Division has had a License Agreements for the priority use of ball fields with Sandusky City Schools for the past numerous years which has worked well for both parties. Because of the success of the agreement with all of the schools, it would be beneficial to enter into another agreement.

During the term of the last agreement, the schools took more responsibility to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties which is a tremendous help to the City. In the past, each league was given the option to do an in-kind permanent improvement or to pay cash for half of the expenses of the fields in which they would like to utilize. Each entity has agreed to continue to maintain the ball fields they use by dragging, litter pick up, and assist with mowing and trimming duties.

BUDGET IMPACT:

The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into a License Agreement with Sandusky City Schools for seasonal priority use of the listed ballfield above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement to allow the Sandusky City Schools to move forward with scheduling activities prior to the commencing date of March 1, 2018.

Approved:

Eric Wobser
City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH SANDUSKY CITY SCHOOLS FOR PRIORITY USE OF FIELD #6 LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY HIGH SCHOOL GIRL'S VARSITY AND JUNIOR VARSITY SOFTBALL PROGRAMS BEGINNING MARCH 1, 2018, THROUGH MAY 30, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky City Schools desires to have priority use of Field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning March 1, 2018, through May 30, 2018, as documented in the schedules marked Exhibit "A" attached and incorporated in the License Agreement; and

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

WHEREAS, the Sandusky City Schools is willing to perform routine maintenance on the ball field areas under the direction of the Director of Recreation in exchange for the priority use of the ball fields; and

WHEREAS, this agreement will not result in any additional budgetary expenses and the City will benefit from the agreed upon routine maintenance to be performed by Sandusky City Schools; 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 License Agreement to allow the Sandusky City Schools to move forward with scheduling activities prior to the commencing date of March 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a License Agreement with Sandusky City Schools for priority use of field #6 located at Dorn Community Park for the Sandusky High School Girl's Varsity and Junior Varsity Softball Programs beginning March 1, 2018, through May 30, 2018,

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 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 22, 2018

LICENSE AGREEMENT

This Agreement made on and entered into this _____ day of _____, 2018, between the City of Sandusky, Ohio, a Chartered Municipality, 222 Meigs Street, Sandusky, Ohio, hereinafter referred to as “City” and the Sandusky City Schools, 407 Decatur Street, Sandusky, Ohio, hereinafter referred to as “Licensee” for the purpose of utilizing Field No. 6 located at Dorn Community Park from March 1, 2018 through May 30, 2018.

WHEREAS, Sandusky City Schools desire to have priority use of Field No. 6 located at Dorn Community Park for the Sandusky High School Girl’s Varsity and Junior Varsity Softball Programs beginning March 1, 2018, through May 30, 2018, as documented in the schedules marked Exhibit “A” attached and specifically incorporated as if fully rewritten herein; and

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

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

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

NOW, THEREFORE, the parties agree as follows:

SECTION ONE **GRANT OF LICENSE**

The City hereby grants to Licensee and to Licensee's students, members, guests, volunteers and invitees the right, privilege and permission to enter into and on certain tracts of real property owned by the City, known as Field No. 6 located at Dorn Community Park.

SECTION TWO **TERM**

The City grants to the Licensee the priority use of the above-described ball fields during the Licensee's yearly Girl's Varsity and Junior Varsity Softball schedules, for a period commencing March 1, 2018, through May 30, 2018.

The City shall have the option to modify this License Agreement pursuant to Section 9 of this Agreement in the event that the ball fields become unavailable for use, through no fault of the parties, which necessitates necessary public improvements.

SECTION THREE **CONSIDERATION**

In addition to furthering the City's public purpose of equitably sharing the City's ball fields and avoiding scheduling conflicts, the priority use privilege granted by this Agreement is in exchange for the Licensee's Agreement to perform routine maintenance to the ball field areas and property described in Section One of this Agreement under the direction of the Director of Recreation of the City, which includes, but is not necessarily limited to, preparing,

dragging and lining playing surfaces prior to each scheduled game, mowing, trimming, and making repairs to fencing and turf.

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

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

SECTION FOUR **INDEMNIFICATION**

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

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

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

All such insurance policies shall name the City and Licensee and shall inure to the benefit of City and Licensee and their agents, officers, employees, officials, and volunteers. Such insurance policies shall require immediate notification to both City and Licensee of any cancellation or material change in the insurance coverage.

SECTION FIVE **MAINTENANCE AND OTHER OBLIGATIONS**

Licensee agrees that during all times of use of Field No. 6 located at Dorn Community Park all applicable Park rules and regulations promulgated by the City shall be enforced and adhered to including, but not necessarily limited to, the following:

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

SECTION SIX **GOVERNING LAW**

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

SECTION SEVEN **TERMINATION**

Either party may terminate this Agreement upon written notification to the other party:

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

Licensee:
c/o Athletic Director
Sandusky High School
2130 Hayes Avenue
Sandusky, OH 44870

SECTION EIGHT **ASSIGNMENT**

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

SECTION NINE MODIFICATIONS

This Agreement may be amended by the parties at any time but any amendment must be in writing and signed by each Party.

SECTION TEN CAUSE BEYOND REASONABLE CONTROL

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

SECTION ELEVEN JOINT DRAFTING AND NEUTRAL CONSTRUCTION

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

SECTION TWELVE VALIDITY OF AGREEMENT

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

SECTION THIRTEEN
ENTIRE AGREEMENT

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

SIGNATURE PAGES TO FOLLOW

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

CITY OF SANDUSKY:

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2018, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

LICENSEE:

Shawn Coakley, Athletic Director
Sandusky High School

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Shawn Coakley, Athletic Director, Sandusky High School and acknowledged his execution of the foregoing instrument as said Licensee on behalf of Sandusky High School and that the same is his voluntary act and deed as said Licensee on behalf of Sandusky High School.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT “A”

Sandusky High School Girl’s Varsity and Junior Varsity Softball Programs Schedules

March 1, 2018 through May 30, 2018

(To be attached upon completion)



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jeffrey Keefe, P.E.

Date: January 10, 2018

Subject: Commission Agenda Item – Accepting Active Transportation Grant Funding from ODOT to be used on the Columbus-Scott-Campbell Intersection Improvements Project

ITEM FOR CONSIDERATION: Requesting Legislation authorizing the City Manager to enter into an LPA Agreement with the Ohio Department of Transportation (ODOT) relating to the \$125,000 award of Active Transportation Funding for the Columbus, Scott and Campbell Intersection Improvements Project.

BACKGROUND INFORMATION: The Ohio Department of Transportation (ODOT) awarded \$1.7 million dollars in Safety Funds to various communities in Ohio through the Active Transportation fund. The Ohio Department of Health leads the initiative with support from ODOT. There are four classifications of countermeasures in a plan developed with input from Transportation and Health professionals around the state. Those countermeasures are intended to improve safety for all road users, the four classifications are: Data, Planning, Infrastructure, and Education.

City Staff submitted an application for grant funding in January, 2017 in an amount of \$125,000 for the Columbus-Scott-Campbell Intersection Improvements Project. The intersection shows to be one of the busiest in the City serving three major roadways which meet together in skewed angles. Columbus Ave serves as a straight corridor through the City allowing drivers to proceed quickly through the intersection. In addition, the Nehemiah Center is located a few parcels to the southwest of Campbell and serves as a community-based organization which hosts kids for different events, educational classes and after school programs. City staff felt this area is in need of pedestrian signals, signage, audio signals, striping and improvements to the flow of vehicular traffic in the intersection by reducing the turn radii and improving the traffic signal timing to increase the safety of children and other non-motorized transportation.

The City received notification on July 11, 2017, that we were one of only nine entities in the State of Ohio to receive funding towards our project. City staff was already working on the design of the Campbell Street Reconstruction at the time of award and quickly moved forward with using WSP USA, Inc. to perform additional design work to include the intersection.

The Columbus-Scott-Campbell Intersection Improvements Project is currently going through the required review process with ODOT and a communication requesting permission to bid the project is expected to come to commission soon.

BUDGETARY INFORMATION: Due to timing of other improvements within this project, this agreement applies to only the final signals and final improvements, which is only a portion of the total project. The

estimated cost of this portion of the project is \$150,000, with this grant covering 90% of the eligible costs, up to a maximum of \$125,000.00. Any matching or additional funding will come from the Capital Projects fund (Issue 8). Final estimated costs will be updated when we request authorization to bid that portion of the project.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City Manager to enter into an LPA Agreement with the Ohio Department of Transportation to accept \$125,000 for the Columbus-Scott-Campbell Intersection 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 to meet the time line set forth by ODOT to execute the agreement and go out for bid on the project to meet the requirements of their funding year.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR A PORTION OF THE COLUMBUS-SCOTT-CAMPBELL INTERSECTION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved an agreement for Professional Services with WSP USA Inc. (formally Parson Brinkerhoff), of Cleveland, Ohio, for the Columbus-Scott-Campbell Intersection Improvements Project, as part of the Campbell Street Resurfacing Project, by Ordinance No. 17-140, passed on July 10, 2017; and

WHEREAS, subsequently the Ohio Department of Transportation (ODOT) notified the City of an award in the amount of \$125,000.00 through the Active Transportation (AT) project fund and it was necessary to amend the agreement with WSP USA Inc. to modify the scope of services to include additional design requirements in order to meet the guidelines set forth by ODOT to receive the AT funds; and

WHEREAS, this City Commission approved an amendment to the Agreement for Professional Services with WSP USA Inc. (formally Parson Brinkerhoff), of Cleveland, Ohio, for the Columbus-Scott-Campbell Intersection Improvements Project, as part of the Campbell Street Resurfacing Project, by Ordinance No. 17-212, passed on November 13, 2017; and

WHEREAS, the National Transportation Act has made available certain Federal funding for use by Local Public Agencies (LPA's like the City of Sandusky) through the Federal Highway Administration (FHWA) which has designated ODOT as the agency to administer FHWA's Federal Funding Programs; and

WHEREAS, the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with appropriate public authorities like the City of Sandusky to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT provided such administration is performed in accordance with all applicable Federal and State laws and regulations; and

WHEREAS, this Agreement applies only to the final signals and final intersection improvements, which is only a portion of the Columbus-Scott-Campbell Intersection Improvements Project; and

WHEREAS, the estimated cost of this portion of the project is \$150,000.00 and will be paid with Federal Highway Administration funds through the Ohio Department of Transportation (ODOT) in maximum amount of \$125,000.00 (90% of eligible costs) and the remaining balance will be paid with Issue 8 Funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the agreement to be executed and move the project forward to meet the timeline and requirements set forth by ODOT; 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 Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The City Manager is authorized and directed to enter into the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for a portion of the Columbus-Scott-Campbell Intersection Improvements Project (ERI – AT Sandusky Inf. County-Route-Section; PID No. 106672; Agreement No. 31743), substantially in the same form as contained in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being 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 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 22, 2018

CFDA 20.205

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Sandusky, hereinafter referred to as the LPA, 222 Meigs Street, Sandusky, Ohio 44870.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The ACTIVE TRANSPORTATION PROJECT AT THE INTERSECTIONS OF COLUMBUS AVENUE, CAMPBELL STREET AND SCOTT STREET (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
 - a. Section 5501.03(D) of the ORC;
 - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
 - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
 - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
 - e. 2 CFR Part 200; and
 - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$138,888.89 as set forth in Attachment 1. ODOT shall provide to the LPA 90 percent of the eligible costs, up to a maximum of \$125,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvement activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.

6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA,

and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7. ADVERTISING, SALE AND AWARD

- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid

opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process

a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:
*HANK SOLOWIEJ, FINANCE DIRECTOR
CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OHIO 44870*
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant

or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

Revision Date 12/28/2017

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Jeffrey Keefe, P.E.
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

If to ODOT:

Matthew A. Walter, P.E., P.S.
ODOT, District Three
906 Clark Avenue
Ashland, Ohio 44805

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- ☐ 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
- ☐ 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
- ☐ 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
- ☐ 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
- ☐ 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: City of Sandusky

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

Title: City Manager

Date: _____

By: _____

Jerry Wray
Director

Date: _____

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

SOURCES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
USES	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT		100	LNTP	N/A			N/A			
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS		100	LNTP	N/A			N/A			
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION		100	LNTP	N/A			N/A			
PROJECT CONSTRUCTION COSTS	\$13,888.89	10	LNTP	\$125,000.00	90	4HJ7	N/A			\$138,888.89
INSPECTION		100	LNTP	N/A			N/A			
TOTALS	\$13,888.89			\$125,000.00						\$138,888.89

ERI - AT SANDUSKY INF.
COUNTY-ROUTE-SECTION**Attachment 2**106672
PID NUMBER31743
AGREEMENT NUMBER076919786
DLINS NUMBER**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We the City of Sandusky request that all payments for the Federal/State share of the construction costs of this agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

Contractor Name:
Oaks Vendor ID:
Mailing Address:

LPA signature

LPA Name:	City of Sandusky
Oaks Vendor ID:	0000080507
Mailing Address:	222 Meigs Street Sandusky, Ohio 44870

Approved, ODOT signature



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager
From: Aaron M. Klein, P.E.
Date: January 9, 2018

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

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

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

This is the last year we are eligible for an extension on the 2014 agreement and will work with Erie Soil & Water on new agreement and/or extension of the current in the next coming months.

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

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

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

I concur with this recommendation:

Eric Wobser, City Manager

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



Invoice

Erie Conservation District

2900 Columbus Ave, Room 131
Sandusky, OH 44870

Phone: 419-626-5211

Web Site

erieconserves.org

Bill To

City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

<i>Date</i>	<i>Invoice #</i>	<i>Terms</i>	<i>Due Date</i>
01/09/2018	1861	60 Days	03/10/2018

<i>Tax ID</i>
34-1519274

<i>Serviced</i>	<i>Quantity</i>	<i>Description</i>	<i>Rate</i>	<i>Amount</i>
01/09/2018		MOA for NPDES Phase 2 Storm Water Program	10,000.00	10,000.00

Balance Due \$10,000.00

Make checks payable to:

Erie SWCD
2900 Columbus Ave, Room 131
Sandusky, OH 44870

<i>Date Paid</i>	<i>Amt Paid</i>	<i>Receipt No.</i>

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 22, 2018



COMMUNITY DEVELOPMENT

Planning Division

222 Meigs Street
Sandusky, Ohio 44870
419.627.5940
www.ci.sandusky.oh.us

To: Eric Wobser

From: Casey Sparks, Chief Planner

Date: January 16th, 2018

Subject: Commission Agenda Item- *Sandusky Library and Follett Museum Foundation's Appeal of Decision of the Sandusky Landmark Commission regarding: Application for Certificate of Appropriateness for the Demolition of 417 Columbus Avenue, Sandusky Ohio.*

Background Information: An application for a Certificate of Appropriateness for the Demolition of 417 Columbus Avenue was heard before the Landmark Commission on November 15th, 2017 in which the application was denied. Thereafter, the Library timely appealed the matter but requested the Appeal be delayed due to scheduling conflicts. Pursuant to City of Sandusky Codified Ordinances Section 1161.10 decisions of the Sandusky Landmark Commission can be appealed to the City Commission.

Item for Consideration: The Sandusky Landmark Commission held a motion to approve the certificate of appropriateness for the demolition of 417 Columbus Avenue, however there were only 3 yes votes, 3 no votes, and 1 abstention therefore the motion to approve was denied. A simple majority vote of the City Commission is required to overturn or modify a decision of the Sandusky landmark Commission. Legislation has been prepared for denying the appeal as well as granting the appeal.

Budgetary Information: There are costs associated with this legislation.

Action Requested: It is requested that legislation be approved denying the Sandusky Library and Follett Museum Foundation's Appeal of the Sandusky Landmark Commission's decision.

I concur with this recommendation:

Eric L. Wobser
City Manager

Casey Sparks
Chief Planner

RESOLUTION NO. _____

A RESOLUTION DENYING THE SANDUSKY LIBRARY AND FOLLETT MUSEUM FOUNDATION’S APPEAL OF THE SANDUSKY LANDMARK COMMISSION DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF 417 COLUMBUS AVENUE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Library and the Follett Museum Foundation applied for a Certificate of Appropriateness for the demolition of 417 Columbus Avenue, Sandusky, Ohio; and

WHEREAS, on November 15th, 2017 the City of Sandusky’s Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its Findings of Fact and the City Commission shall consider findings of fact and either Grant or Deny the Sandusky Library and Follett Museum Foundation’s Appeal; and

WHEREAS, while the Sandusky Library asked for delay in hearing this appeal due to scheduling conflicts, 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 comply with time requirements of Section 1161.10; 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission has received the findings of fact from the Sandusky Landmark Commission (a copy of which is attached to this Resolution marked as Exhibit “A” and incorporated herein) and does hereby DENY the appeal of the Sandusky Library and Follett Museum Foundation regarding the City of Sandusky’s Landmark Commission’s decision to deny the Certificate of Appropriateness for the Demolition of 417 Columbus Avenue, Sandusky, Ohio.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: January 22, 2018

RESOLUTION NO. _____

A RESOLUTION GRANTING THE SANDUSKY LIBRARY AND FOLLETT MUSEUM FOUNDATION’S APPEAL OF THE SANDUSKY LANDMARK COMMISSION DECISION TO DENY THE CERTIFICATE OF APPROPRIATENESS FOR THE DEMOLITION OF 417 COLUMBUS AVENUE; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Library and the Follett Museum Foundation applied for a Certificate of Appropriateness for the demolition of 417 Columbus Avenue, Sandusky, Ohio; and

WHEREAS, on November 15th, 2017 the City of Sandusky’s Landmark Commission heard testimony and reviewed materials that were presented and denied the application for the Certificate of Appropriateness; and

WHEREAS, pursuant to Section 1161.10 of the Codified Ordinances of the City of Sandusky, the Landmark Commission has presented the City Commission with its Findings of Fact and the City Commission shall consider findings of fact and either Grant or Deny the Sandusky Library and Follett Museum Foundation’s Appeal; and

WHEREAS, while the Sandusky Library asked for delay in hearing this appeal due to scheduling conflicts, 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 comply with time requirements of Section 1161.10; 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission has received the findings of fact from the Sandusky Landmark Commission (a copy of which is attached to this Resolution marked as Exhibit “A” and incorporated herein) and does hereby GRANT the appeal of the Sandusky Library and Follett Museum Foundation regarding the City of Sandusky’s Landmark Commission’s decision to deny the Certificate of Appropriateness for the Demolition of 417 Columbus Avenue, Sandusky, Ohio.

Section 2. Therefore, in granting the Appeal of the Sandusky Library and the Follett Museum Foundation the City Commission does hereby grant a Certificate of

Appropriateness for the demolition of 417 Columbus Avenue, Sandusky, Ohio pursuant to the rules and procedures set forth in Chapter 1161 of the Codified Ordinances of the City of Sandusky.

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

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

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

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

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

Passed: January 22, 2018

CITY OF SANDUSKY LANDMARK COMMISSION
FINDINGS OF FACT

This matter came before the City of Sandusky Landmark Commission on November 15th, 2017, upon the application submitted by the Sandusky Library and Follett House Museum for a Certificate of Appropriateness for the demolition of 417 Columbus Avenue.

Findings of Fact:

The Landmark Commission having heard all of the testimony presented and having reviewed all other materials presented finds the following:

1. That the building in question was built in approximately 1854 and is currently on the National Register of Historic Places.
2. That the Secretary of Interior Standards for Rehabilitation shall be used when reviewing applications for Certificates of Appropriateness.
3. That the purpose of the Secretary of Interior Standards is to encourage preservation of buildings that are located on the National Register of Historic Places.
4. That the Secretary of Interior Standards state that the historic character of a property shall be retained and preserved and that the removal of historic material or alteration of features and spaces that characterize a property shall be avoided.
5. That the building is a unique Italianate Victorian architectural design and the wrought iron porch is one of only two similar designs in all of Sandusky.
6. That the historical significance of the building is that Leonard B. Johnson once owned and resided in the building.
7. That Leonard B. Johnson was the owner of Johnson's Island which was a prison camp which held the Confederate officers during the Civil War.
8. That the Sandusky Library purchased the property in 1999.
9. That in 2001 the property was remodeled and five apartments were rented out of the building until 2012 when the Library Foundation thought the building was both no longer fit for habitation and that the cost to rehabilitate was not feasible.
10. That the Library and Follett Museum Foundation indicated that they have three Nationally Registered Historic Places (this building, the Library, and the Follett House) which total about \$2 million dollars of renovation and they have this building as the least prioritized historic building of the three.

11. That the Library and the Follett Museum Foundation feel that it is critical to retain the land on which the building sits for purposes of possible expansion, for access to parking for the Library, and possibly a reading garden.

12. That the Library has estimates that the rehabilitation of the building would be approximately \$761,917.50 to \$1,069,132.50.

13. That the Library and the Follett Museum Foundation are willing to sell the building as long as the purchaser agrees to move the building, but they are not willing to sell the underlying property.

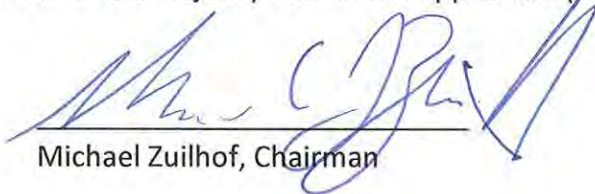
14. That the Follett Museum Foundation believes that there is no clear purpose for the building and that there are insufficient funds to restore the property.

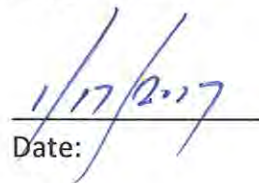
15. That there was considerable discussion and debate among the members of the Landmark Commission weighing the historical and architectural significance of the building versus the alleged hardship of the applicants if not allowed to demolish the building.

16. That a motion to approve the application for certificate of appropriateness was moved and seconded.

17. That a roll call vote was taken with three yes votes and three no votes and one abstention.

18. That, in this case, because of the tie the motion to approve is lost and therefore this is the same as a majority vote in the opposition (to deny the application).


Michael Zuilhof, Chairman


Date:



Department of Community Development

Maria Muratori
mmuratori@ci.sandusky.oh.us

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

To: Eric L. Wobser, City Manager

From: Maria Muratori, Development Specialist

Date: January 10, 2018

Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and BSL Holdings Ltd.

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

Background Information: Robert Waldock, sole member of BSL Holdings, owns and operates a 32,000 square foot warehouse and office located at 1517 Fifth Street (“the Property”). The Property formerly housed D C Filter and has been remodeled and cleaned up from a brownfield site. The Property currently provides storage for the local boating community and Home Brew Ohio. BSL Holdings is applying for a grant to retain an existing business, AVI Foodsystems (“AVI”), currently located in the City. AVI is currently looking to relocate as its current landlord will not be renewing its lease. AVI employs approximately 29 people.

AVI has requested build out of its space to meet particular specifications – including both office and warehouse renovations. The scope of the project relevant to the City grant relates entirely to the warehouse renovations. Specifically, the warehouse renovations include dock enhancements that will allow use by multiple tenants, installation of an additional entrance, the construction of a dividing wall, and upgrades to the electric and water service. The completion of this project assists in the retention of an existing business within the City, maintaining jobs and income taxes, and increases the utilization of existing warehouse space.

Total project costs are estimated at almost \$30,000.00. I recommend that the City Commission approve a grant of up to \$15,000.00 to assist with the interior warehouse renovations, as follows:

- Small Business Assistance grant:
 - Warehouse renovations = \$15,000.00

The above grant is conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky's support. The project is expected to be complete by April 30, 2018. The application and grant amount was approved at the January 9, 2018 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

Budgetary Information: The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

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

I concur with this recommendation:

Eric L. Wobser
City Manager

Maria Muratori
Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO BSL HOLDINGS LTD., IN RELATION TO THE PROPERTY LOCATED AT 1517 FIFTH STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Mr. Robert Waldock is the sole member of BSL Holdings, Ltd. and owns and operates a 32,000 square foot warehouse and office located at 1517 Fifth Street that currently provides storage for the local boating community and Home Brew Ohio; and

WHEREAS, Mr. Waldock is applying for financial assistance to renovate a portion of his warehouse to retain an existing business currently in the City, AVI Foodsystems, who is looking to relocate as its current landlord will not be renewing its lease; and

WHEREAS, the entire renovation project will build out space to meet particular specification, including both office and warehouse, and includes dock enhancements that will allow use by multiple tenants, installation of an additional entrance, construction of a dividing wall, and upgrades to the electric and water service; and

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

WHEREAS, the Economic Development Incentive Committee met on January 9, 2018, and is recommending to approve a grant to BSL Holdings, Ltd, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with costs for the renovations relative to the warehouse, for the purpose of furthering economic development efforts in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow BSL Holdings, Ltd. to move forward with budgetary planning and facilitate rehabilitation; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with BSL Holdings, Ltd., for financial assistance through the Small Business Assistance Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to BSL Holdings, Ltd., in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

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

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

Passed: January 22, 2018

GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the owner of the Company is Robert Waldock. Mr. Waldock owns and operates a 32,000 square foot warehouse and office located at 1517 Fifth Street ("the Property"). The Property formerly housed D C Filter and has been remodeled and cleaned up from a brownfield site. The Property currently provides storage for the local boating community and Home Brew Ohio. The Company is applying for a grant to retain an existing business, AVI Foodsystems ("AVI"), currently located in the City. AVI is looking to relocate as its current landlord will not be renewing its lease. AVI employs approximately 29 people. The Company will renovate the warehouse portion of the Property to AVI's specifications including dock enhancements that will allow use by multiple tenants, installation of an additional entrance, the construction of a dividing wall and upgrades to the electric and water service, herein after referred to as "the Project"; and

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

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

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

Section 1. City Grant.

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

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

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

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: BSL Holdings Ltd.
PO Box 1489
Sandusky, Ohio 44870

Attention: Robert Waldock

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

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

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

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

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

BSL Holdings Ltd.
an Ohio limited liability company

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron Klein, City Engineer

Date: January 10, 2018

Re: Commission Agenda Item

Item for Consideration: Legislation to approve the purchase of playground equipment and surfacing at Central Park for a total cost of \$83,660.44

Background Information: The City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and had designated U.S. Communities as the administrative and marketing conduit for distribution for the Master Agreements to participating public agencies.

This playground equipment will be purchased from David Williams & Associates/Gametime and will feature a (4) four bay swing set that consists of (2) two tot swings and (3) three belt swings, an Expression swing, and a 5-12yr old Zero G Chair. The play structure will have a child capacity of 45-50 children. The park will also include a shade structure, basketball hoop, and a Hexamid Pyramid climbing net structure. Engineered wood fiber will be used for surfacing.

The playground equipment and surfacing will be installed by City personal for use by the general public.

A site plan and colored rendering provides a visual depiction of what the playground will look like once installed and is attached for your review.

Budgetary Information: This purchase in the amount of \$83,660.44 will be paid from CDBG funds and Neighborhood Initiative funds. \$80,000.00 will be paid for out of CDBG and \$3,660.44 will be paid for out of Neighborhood Initiative Funds.

Action Requested: It is requested that legislation be prepared to purchase this playground equipment from David Williams & Associates/Gametime for Lions Park in the amount of \$83,660.44. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the playground equipment to be ordered immediately to insure adequate time for delivery and installation for opening in summer 2018

I concur with the recommendation:

Eric Wobser, City Manager

cc: Kelly Kresser, Clerk; Hank Solowiej, Finance Director; Justin Harris, Law Director



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#49544

01/09/2018

Central Park - Sandusky - Option 2 - Revision 5 - Updated

Sandusky, City of
Attn: Kelly Kromer
222 Meigs Street
Sandusky, OH 44870
Phone: 419-627-5879
kkromer@ci.sandusky.oh.us

Project #: P22471
Ship To Zip: 44870

Quantity	Part #	Description	Unit Price	Amount
1	RDU	Gametime - PrimeTime Play Structure (Eagles Crest #PT16035) - <i>Drawing Name: KSANDCENTRALPARK-2-R3</i>	\$30,262.00	\$30,262.00
		<i>Ages 5 - 12; Aluminum Uprights</i>		
1	3185	Gametime - Hexamid Regular	\$18,312.00	\$18,312.00
1	RDU	Gametime - 4 Bay Xscape Swing Set w/ (3) Belt Seat Packages, (1) Expression Swing Package, (2) Enclosed Tot Seats, & (1) 5-12 Zero G Chair	\$6,576.00	\$6,576.00
1	186SS	Gametime - Grizz Adj Bball-Brkaw Gl	\$2,200.00	\$2,200.00
1	6219	Gametime - See Saw	\$1,759.00	\$1,759.00
1	271SS	Gametime - Vb Pkg Stl Tp Net/Stl	\$545.00	\$545.00
2	60	Gametime - Waist-Hi Stove, Permanent	\$295.00	\$590.00
1	RDU	GT Shade - 30 x 30 Sail 10'/14'Hi 90/10 - <i>With GTShade Shop Drawing and Four-Post Anchor Bolt Pkg</i>	\$14,178.00	\$14,178.00
78	4862	Gametime - Playground Border	\$49.00	\$3,822.00
2	4858	Gametime - Access Playcurb-W/Adap	\$504.00	\$1,008.00
1	EFW-12	GT Impax - 6,395 Sq Ft (316 CY) of Engineered Wood Fiber at a 12" Compacted Depth	\$7,010.00	\$7,010.00
4	161290	Gametime - Geo-Textile 2250 Sqft Roll	\$627.00	\$2,508.00

Contract: USC

SubTotal: \$88,770.00
Discount: (\$9,830.53)
Freight: \$4,720.97
Total Amount: \$83,660.44

Pricing valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#49544

01/09/2018

Central Park - Sandusky - Option 2 - Revision 5 - Updated

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders must be made out to:

GameTime
c/o David Williams & Associates, Inc.
P.O. Box 208
Harrison, OH 45030

Please issue one purchase order for the equipment and a separate purchase order for surfacing and/or equipment installation services.

GameTime Shipping Time: Standard shipping time for GameTime is 21-28 days. Allow an additional 4-7 days for transit.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GT Shade Shipping Time: Standard shipping time for Freestanding Shade products is 4-5 weeks. Allow an additional 4-7 days for transit.

If the GT Shade order includes engineering drawings, please allow an additional 2-3 weeks. This additional time frame does not include any time needed for review by the purchaser. After your order in 2-3 weeks you will be sent engineering drawings for review. After approval is received, the 4-5 week fabrication schedule will begin.

Short Ship Claims: Purchaser has 14 days from receipt of equipment to file a short ship report in writing to our office. Company reserves right to not honor claims made after this time.

GTImpax Engineered Wood Fiber Delivery Time: Typical lead time for delivery is minimum 2 weeks. Delivery is based on a single delivery to one location per truck, additional drops not included unless specifically noted above. Please confirm current delivery time when placing order. Note: Delayed shipping permitted up to 4 months, at which time surfacing needs to be delivered or paid in full.

Bulk material ships via semi-truck/trailer with a live floor system in trailer which allows driver to deposit EWF directly onto a specific area provided proper access is available. Driver has final say whether the site has proper access. Site restoration is not included and will be the responsibility of the owner/owner's representative.

GameTime Standard Colors

-- Metal Colors: Yellow, Butterscotch, Orange, Red, Burgundy, Royal Purple, Periwinkle, Sky Blue, Blue, Spring Green, Light Green, Green, Dark Green, Brown, Beige, Bronze, Black, Starlight, Metallic, Champagne, White

-- Deck Colors: Red, Gray, Blue, Brown

-- Plastic Colors: Yellow, Orange, Red, Royal Purple, Periwinkle, Sky Blue, Blue, Dark Blue, Spring Green, Light Green, Green, Brown, Beige, Champagne

-- HDPE Colors: Yellow, Orange, Red, Royal Purple, Sky Blue, Blue, Spring Green, Green, Beige, Black, Gray

-- 2 Color HDPE: Red/White, Sky Blue/White, Blue/Beige, Spring Green/White, Green/White, Green/Beige, Beige/Green, Black/White, Gray/Black

You may view Additional Color options and pre-designed play palettes on <https://www.gametime.com/resources/colors-and-color-palettes>

GTShade Colors:

Shade Fabric: Sunflower Yellow, Red, Royal Blue, Laguna Blue, Navy Blue, Turquoise, Rain Forest, Terra Cotta, Arizona, Silver, Black, White

Shade Frame Colors (Freestanding Shade Structures - not for integrated shade roofs): Blue, Yellow, Red, Green, Brown, Beige, Black, White, Grey



c/o David Williams & Associates, Inc.
P.O. Box 208 Harrison, OH 45030
800-762-7936 Toll Free
330-821-4505 Fax
www.davidwilliamsassociates.com

QUOTE
#49544

01/09/2018

Central Park - Sandusky - Option 2 - Revision 5 - Updated

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

eMail: _____

eMail: _____

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: **\$83,660.44**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

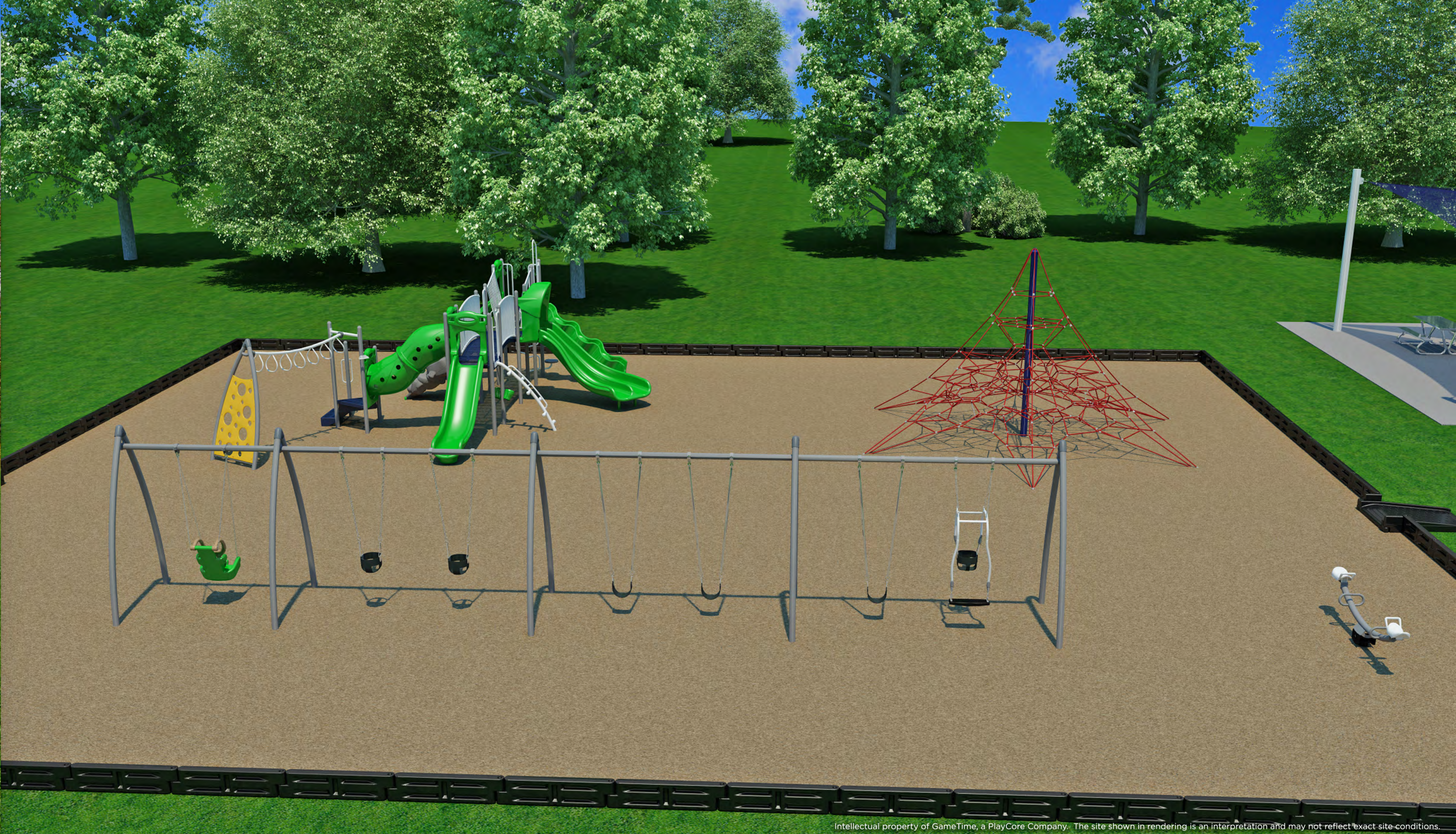
Customer Signature

Quote prepared by: Debra Maue

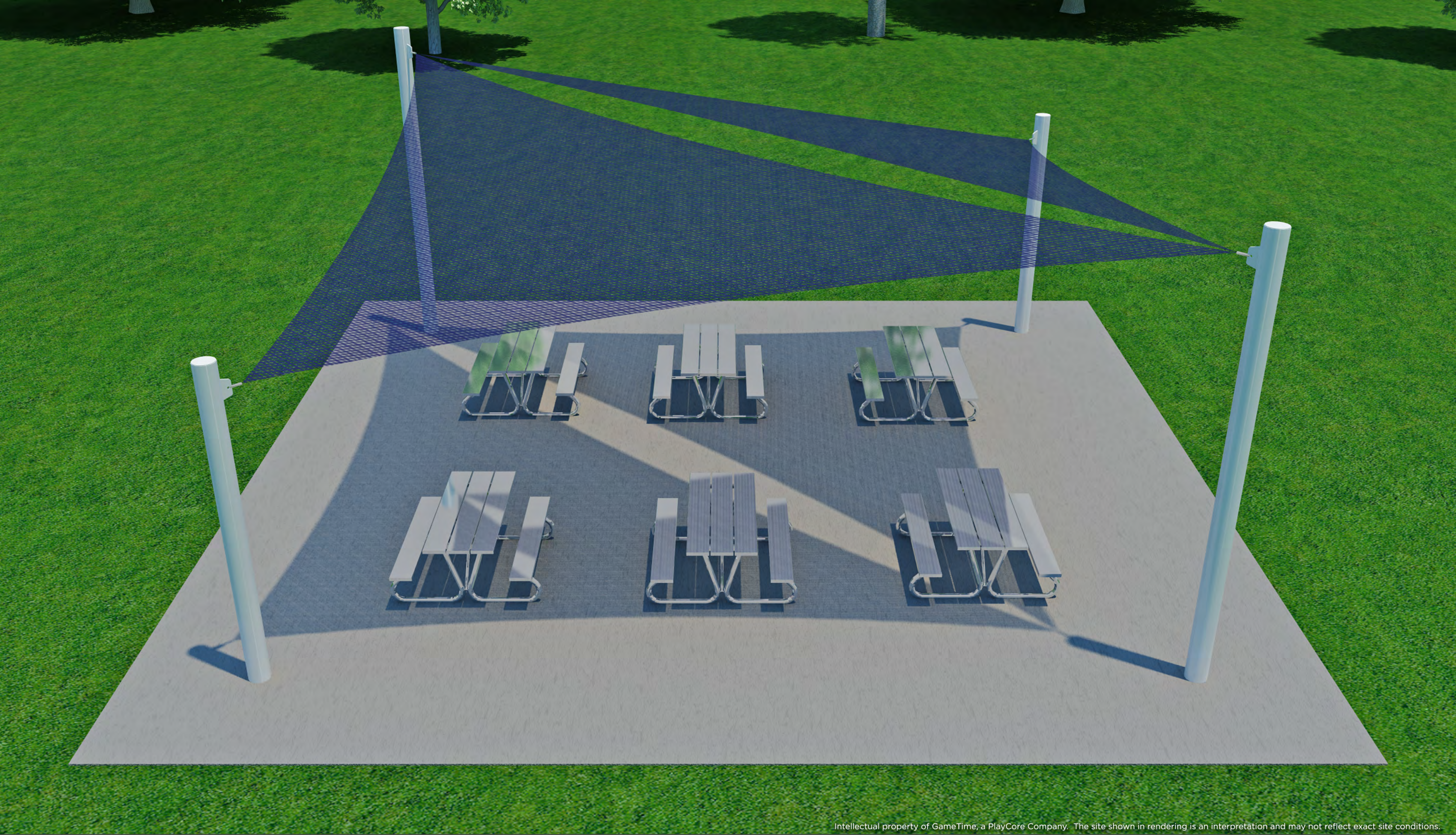
Sales Representative: Kathy Kolanko



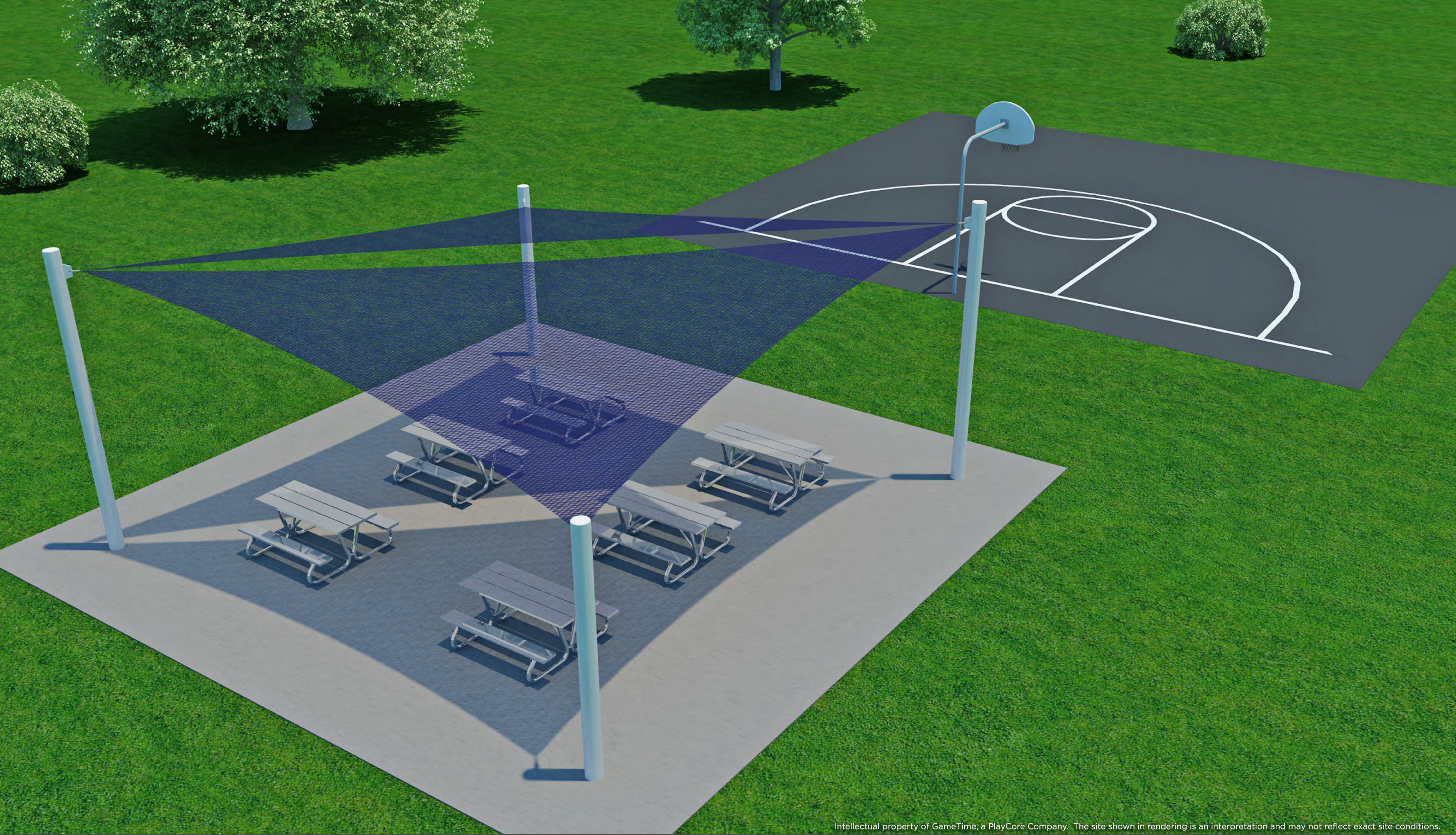
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE PLAYGROUND EQUIPMENT AND ASSOCIATED SURFACING FROM DAVID WILLIAMS & ASSOCIATES / GAMETIME OF ALLIANCE, OHIO, FOR CENTRAL PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Mecklenburg County, NC) who has entered into Master Purchase Agreements with various suppliers and has designated U.S. Communities as the administrative and marketing conduit for distribution of the Master Agreements to participating public agencies; and

WHEREAS, David Williams & Associates is the GameTime playground representative for Ohio and Kentucky; and

WHEREAS, this playground area will feature a four (4) bay swing set consisting of two (2) tot swings and three (3) belt swings, an expression swing, zero G chair, with a child capacity of 90-95 children as well as engineered wood fiber surfacing, and includes a shade structure, basketball hoop, and a climbing net structure; and

WHEREAS, the total cost for this playground equipment and associated surfacing is \$83,660.44, of which \$80,000.00 will be paid with Community Development Block Grant (CDBG) funds and the remaining balance of \$3,660.44 will be paid with Neighborhood Initiative Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the playground equipment to be ordered immediately to ensure adequate time for delivery and installation for opening in Summer 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase playground equipment and associated surfacing from David Williams & Associates / GameTime of Alliance, Ohio, for Lions Park, at an amount **not to exceed** Eighty Three Thousand Six Hundred Sixty and 44/100 Dollars (\$83,660.44) as reflected in the quotation submitted and dated January 9, 2018.

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.

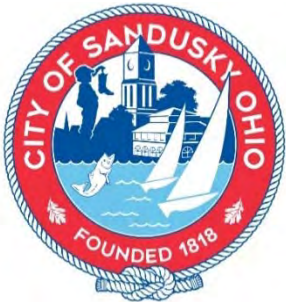
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission 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 22, 2018



DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Plant

304 Harrison Street
Sandusky, Ohio 44870
419.627.5907
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeffrey Meinert, WWTP Superintendent

Date: January 10, 2018

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 (2nd 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 22, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 10, 2018

Subject: Commission Agenda Item- Gartland Avenue Reconstruction Project

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Underground Utilities, Inc. Monroeville, Ohio for the Gartland Avenue Reconstruction Project

BACKGROUND INFORMATION: Gartland Avenue currently has an existing 6" waterline and an 8" sanitary and 10" storm over/under sewer system. An over/under sewer system is one in which both utilities run parallel to each other in the same trench and tie into the same sewer manholes. This area has experienced basement flooding during rain events. The existing storm sewer is at a higher elevation and runs parallel to the lower sanitary sewer. The existing concrete sidewalks have been raised up over the years due to the oversized trees in the small boulevard area. The reconstruction project will involve separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer. The project will also involve replacing and increasing the waterline from a six (6") to an eight (8") waterline. The existing concrete sidewalks and curb ramps will be replaced along with curb ramps replaced and updated to ADA compliance. The existing trees will be removed and replaced with a tree species that will be a better fit long term for the small boulevard area. Once all of the underground utilities are installed the street will be reconstructed with a new stone base and asphalt driving surface.

The following two bids were received on January 5, 2018.

Contractor	Underground Utilities, Inc. Monroeville, Ohio Huron County	HSX Helms and Sons Excavating, Inc. Findlay, Ohio Hancock County
Bid Bond	100%	100%
Base Bid	\$866,677.80	\$854,428.34
Alternate #1 50% of Subgrade Repairs	\$26,842.00	\$24,339.50
Alternate #2 MS Concrete for Driveways	\$2,784.00	\$928.00
Alternate #3 Pavement Repair & Waterline on Jefferson St	\$34,327.00	\$37,544.40
Alternate #4 Jefferson Street Resurfacing	\$33,164.00	\$28,437.25
Total Base Bid plus Alternates 1-4	\$963,794.80	\$945,677.49

The City of Sandusky's Local Preference Policy was used to evaluate the bids. Based on this policy Underground Utilities, Inc. was evaluated on 2% reduction basis. The bids were evaluated on the Base Bid cost and Alternates 2&3 costs which would add the most value to the project without going over the Limits of Award.

Contractor	Underground Utilities, Inc. Monroeville, Ohio Huron County	HSX Helms and Sons Excavating, Inc. Findlay, Ohio Hancock County
Base Bid	\$866,677.80	\$854,428.34
Alternate #2	\$2,784.00	\$928.00
Alternate #3	\$34,327.00	\$37,544.40
Total	\$903,788.80	\$892,900.74
2% Reduction	\$18,075.78	\$0
2% Reduction Evaluation	\$885,713.02	\$892,900.74

The engineer's estimate is \$858,049.10 for the base bid. Per Contract Article 5.1.1 Limits on Award, no contract shall be entered into if the price of the contract is in excess of 10% above the estimate which would be \$943,854.01. Based on the Local Preference Policy and Limits of Award, Underground Utilities, Inc. has been determined to be the lowest and best bid.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including engineering, inspection, advertising, and miscellaneous costs is \$994,167.68 with \$544,129.16 to be paid with Sewer Funds and \$302,244.93 to be paid with Water Funds and \$147,793.59 with Capital Projects Funds (Issue 8).

ACTION REQUESTED: It is requested that an Ordinance be awarded for the construction contract to Underground Utilities, Inc. Monroeville, Ohio in the amount of \$903,788.80 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to allow the contractor to be able to complete the project by the contract completion date of August 24, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE GARTLAND AVENUE RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Richland Engineering Limited of Mansfield, Ohio, for the Gartland Avenue Reconstruction Project by Resolution No. 17-059, passed on March 13, 2017; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Gartland Avenue Reconstruction Project by Resolution No. 054-17R, passed on November 13, 2017; and

WHEREAS, the Gartland Avenue area has experienced basement flooding during rain events and existing concrete sidewalks have been raised over the years due to oversized trees in the small boulevard area; and

WHEREAS, the Gartland Avenue Reconstruction Project involves separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer, replacing and increasing the waterline from a six (6) inch to eight (8) inch waterline, replacing existing concrete sidewalks along with curb ramps replaced and updated to ADA compliance, removal and replacement of existing trees with a tree species better fitted for long term for the small boulevard area, and once all of the underground utilities are installed, the street will be reconstructed with a new stone base and asphalt driving surface; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Underground Utilities, Inc. of Monroeville, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$994,167.68 of which \$544,129.16 will be paid with Sewer Funds, \$302,244.93 will be paid with Water Funds, and the remaining balance of \$147,793.59 will be paid with Issue 8 Funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project by the contract completion date of August 24, 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a contract with Underground Utilities, Inc. of Monroeville, Ohio, for the Gartland Avenue Reconstruction Project in an amount **not to exceed** Nine Hundred Three Thousand Seven Hundred Eighty Eight and 80/100 Dollars (\$903,788.80) consistent with the bid submitted by Underground Utilities, Inc. of Monroeville, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: January 22, 2018



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5707
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: January 9, 2018

Subject: Commission Agenda Item – Permission to Bid Demolition and Asbestos Abatement of 1702 Campbell Street.

Item for Consideration: Resolution of necessity for the demolition and asbestos abatement of the vacant warehousing/commercial facility located at 1702 Campbell Street (former Meier's Winery and Ultimate Industries Factory and currently owned by the State of Ohio) and further identified as permanent parcels 57-03990.000, 57-03989.000 and 57-03988.000.

Background Information: On January 18th, 2017 – an exterior inspection was conducted at 1702 Campbell Street (the "Property") by the City's Building Division. Based on certain exterior conditions and the concern about water infiltration and the overall structural integrity of the Property – an interior inspection was recommended. The interior inspection was later conducted on January 30th, 2017 by the Building Division. The results of the interior inspection determined that over 70% of the building elements were damaged, decayed or deteriorated.

Based on results of the two (2) inspections, the Property was ordered demolished on February 27th, 2017 by the Chief Building Official and the owners and all interested parties were provided fourteen (14) days to appeal the demolition order once service was perfected. Service to the owners was perfected shortly thereafter and the demolition order had not been appealed. Since then, the City has engaged The Mannik & Smith Group, Inc. to complete an asbestos report which was received by the City in April of 2017. The City subsequently received Phase I and Phase II Environmental Reports from The Mannik & Smith Group, Inc. as well in April and August of 2017 respectively – and now the City wishes to move forward with the asbestos abatement and demolition of the Property.

The City has been aggressively addressing code and blight issues within the City – with a particular emphasis on the remediation and demolition of former industrial and commercial sites in order to both stabilize these sites and adjacent neighborhoods, but also open up land for redevelopment opportunities.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. After receipt and review of bids, staff will present to City Commission in the future with a recommendation to enter into a contract with the firm

that provided the lowest and best bid for the demolition and asbestos abatement. The proposed funding source for the demolition and asbestos abatement is the EMS fund.

Action Requested: It is requested that the proposed bidding of the demolition and asbestos abatement for the property located at 1702 Campbell Street 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 continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

Exhibit A - Site Map

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

Exhibit A – Site Map



1702 Campbell – Three (3) parcels:

- (1) 57-03990.000
- (2) 57-03989.000
- (3) 57-03988.000

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED DEMOLITION AND ASBESTOS ABATEMENT OF 1702 CAMPBELL STREET PROJECT; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed Demolition and Asbestos Abatement of 1702 Campbell Street Project involves asbestos abatement and demolition of the former Meier's Winery and Ultimate Industries Factory, which is currently owned by the State of Ohio, located at 1702 Campbell Street and identified at Parcel Nos. 57-03990.000, 57-03989.000, and 57-03988.000; and

WHEREAS, On January 18, 2017, an exterior inspection was conducted at 1702 Campbell Street by the City's Building Division and based on certain exterior conditions and the concern about water infiltration and the overall structural integrity of the property, an interior inspection was performed by the Building Division on January 30, 2017, and the results of the interior inspection determined that over 70% of the building elements were damaged, decayed or deteriorated; and

WHEREAS, based on results of the two (2) inspections, the property was ordered demolished by the Chief Building Official on February 27, 2017, and since that time, the City has engaged the services The Mannik & Smith Group, Inc. to complete an asbestos report, and Phase I and Phase II Environmental Reports and at this time the City desires to move forward with the asbestos abatement and demolition of the property; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses is anticipated to be over \$10,000.00 and these costs will be paid with EMS 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, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. This City Commission approves of the proposed Demolition and

Asbestos Abatement of 1702 Campbell Street Project.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Demolition and Asbestos Abatement of 1702 Campbell Street 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 Demolition and Asbestos Abatement of 1702 Campbell Street 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 22, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 10, 2018

Subject: Commission Agenda Item – Resolution of Support for Landing Park

ITEM FOR CONSIDERATION: Resolution in support of the Landing Park Project and its conceptual plan.

BACKGROUND INFORMATION: In 2017, the City of Sandusky, Cedar Fair and the Erie County Metroparks embarked on a joint effort to develop a master plan for a park located on separate parcels owned by these three entities north of Cedar Fair's Sports Force facility on Cleveland Road. The park would not only serve as a critical node on the future buildout of the Sandusky Bay Pathway, but also as a destination for access to East Sandusky Bay for active recreation.

The conceptual plan, which was presented to City Commission in December 2017, accepted input from various stakeholders including the Ohio Department of Natural Resources (ODNR), the Ohio Department of Transportation (ODOT), the Sandusky Bay Rowing Association (SBRA), City of Sandusky Planning Commission, Cedar Fair, Erie County Metroparks and others. Based on their valuable input, the final plan focuses on providing many amenities for all residents of Sandusky while attracting visitors and tourists from all over.

Funding opportunities are currently being evaluated for implementation of the first phase. To achieve the highest score possible, many of the grants request a resolution of support from the governing body. Future grant applications would be presented to commission prior to submittal.

BUDGETARY INFORMATION: There is no cost to provide support of the Landing Park Project and conceptual plan.

ACTION REQUESTED: It is recommended that a resolution of support for the conceptual plan for Landing Park be approved and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to formally support the Landing Park Project and conceptual plan to assist with grant opportunities and financial assistance for this project.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE LANDING PARK PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2016, Cedar Fair and The Sports Force constructed a large multi-sport outdoor sports complex at the east end of the City limits; and

WHEREAS, in 2017, the City teamed with Cedar Fair and the Erie County Metroparks to develop a master plan for a park which would be located on separate parcels owned by these three (3) entities north of Cedar Fair's Sport Force facility on Cleveland Road that would serve as a critical node on the future buildout of the Sandusky Bay Pathway and also as a destination for access to East Sandusky Bay for active recreation; and

WHEREAS, the Landing Park conceptual plan was presented to this City Commission in December of 2017, and was based on valuable input from various stakeholders including the Ohio Department of Natural Resources, the Ohio Department of Transportation, the Sandusky Bay Rowing Association, the City's Planning Commission, Cedar Fair, Erie County Metroparks as well as others, and focuses on providing various amenities for Sandusky residents while attracting visitors and tourists from all over; and

WHEREAS, funding opportunities are currently being evaluated for implementation of the first phase of the Landing Park Project and formal support from the governing body will assist in achieving the highest possible scores for attaining financial assistance for all phases of the project; 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 formally support the Landing Park Project and conceptual plan to assist with grant opportunities and financial assistance for the project; 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 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; and NOW, THEREFORE

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

Section 1. This City Commission hereby supports the Landing Park Project and its conceptual plan and encourages the City Manager to pursue opportunities for financial assistance with the Landing Park Project.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: January 22, 2018



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

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

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: January 9, 2018

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Legislation approving amendments to the municipal income tax chapter (Chapter 192) of the City of Sandusky Codified Ordinances. The General Assembly enacted H.B 49 in June 2017 which contained provisions that impacted all municipal tax codes.

BUDGETARY INFORMATION:

There is no cost associated with adopting this ordinance. The Regional Income Tax Agency (RITA) has reviewed and approved the amended chapter.

ACTION REQUESTED:

It is requested that legislation be approved adopting the new municipal income tax chapter in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to make sure that the new chapter is in place by January 31, 2018 per RITA.

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 192 (INCOME TAX), SPECIFICALLY SECTIONS 192.02, 192.04, 192.05, 192.07, AND 192.18 OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the General Assembly enacted House Bill 5 in December of 2014 and mandated all municipal tax codes to be amended by January 1, 2016; and

WHEREAS, the General Assembly enacted House Bill 49 in June 2017 which requires amendments to Chapter 192 of the Codified Ordinances of the City of Sandusky;

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 ensure the amendments are in place by January 31, 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 Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

NEW LANGUAGE APPEARS IN BOLD PRINT

LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT

LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.02 (Definitions) of the Codified Ordinances of the City be amended as follows:

192.02 DEFINITIONS.

(A) Any term used in this Chapter that is not otherwise defined in this Chapter has the same meaning as when used in a comparable context in laws of the United States relating to federal income taxation or in Title LVII of the ORC, unless a different meaning is clearly required. If a term used in this Chapter that is not otherwise defined in this Chapter is used in a comparable context in both the laws of the United States relating to federal income tax and in Title LVII of the ORC and the use is not consistent, then the use of the term in the laws of the United States relating to federal income tax shall control over the use of the term in Title LVII of the ORC.

(B) The singular shall include the plural, and the masculine shall include the feminine and the gender-neutral.

(C) As used in this Chapter:

(1) "Adjusted federal taxable income," for a person required to file as a C corporation, or for a person that has elected to be taxed as a C corporation under ~~(C)(24)(d)~~ **(C)(24)(e)** of this division, means a C corporation's federal taxable income before net operating losses and special deductions as determined under the Internal Revenue Code, adjusted as follows:

(a) Deduct intangible income to the extent included in federal taxable income. The deduction shall be allowed regardless of whether the intangible income relates to assets used in a trade or business or assets held for the production of income.

(b) Add an amount equal to five percent (5%) of intangible income deducted under division (C)(1)(a) of this section, but excluding that portion of intangible income directly related to the sale, exchange, or other disposition of property described in Section 1221 of the Internal Revenue Code;

(c) Add any losses allowed as a deduction in the computation of federal taxable income if the losses directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code;

(d)(i) Except as provided in (C)(1)(d)(ii) of this section, deduct income and gain included in federal taxable income to the extent the income and gain directly relate to the sale, exchange, or other disposition of an asset described in Section 1221 or 1231 of the Internal Revenue Code;

(ii) Division (C)(1)(d)(i) of this section does not apply to the extent the income or gain is income or gain described in Section 1245 or 1250 of the Internal Revenue Code.

(e) Add taxes on or measured by net income allowed as a deduction in the computation of federal taxable income;

(f) In the case of a real estate investment trust or regulated investment company, add all amounts with respect to dividends to, distributions to, or amounts set aside for or credited to the benefit of investors and allowed as a deduction in the computation of federal taxable income;

(g) Deduct, to the extent not otherwise deducted or excluded in computing federal taxable income, any income derived from a transfer agreement or from the enterprise transferred under that agreement under Section 4313.02 of the ORC;

~~(h)(i) Except as limited by divisions (C)(1)(h)(ii), (iii), and (iv) of this section, deduct any net operating loss incurred by the person in a taxable year beginning on or after January 1, 2017.~~

~~The amount of such net operating loss shall be deducted from net profit that is reduced by exempt income to the extent necessary to reduce municipal taxable income to zero, with any remaining unused portion of the net operating loss carried forward to not more than five consecutive taxable years following the~~

~~taxable year in which the loss was incurred, but in no case for more years than necessary for the deduction to be fully utilized.~~

~~—(ii) No person shall use the deduction allowed by division (C)(1)(h) of this section to offset qualifying wages.~~

~~—(iii)(a) For taxable years beginning in 2018, 2019, 2020, 2021, or 2022, a person may not deduct more than fifty percent (50%) of the amount of the deduction otherwise allowed by division (C)(1)(h)(i) of this section.~~

~~—(b) For taxable years beginning in 2023 or thereafter, a person may deduct the full amount allowed by (C)(1)(h)(i) of this section.~~

~~—(iv) Any pre-2017 net operating loss carryforward deduction that is available must be utilized before a taxpayer may deduct any amount pursuant to (C)(1)(h) of this section.~~

~~—(v) Nothing in division (C)(1)(h)(iii)(a) of this section precludes a person from carrying forward, use with respect to any return filed for a taxable year beginning after 2018, any amount of net operating loss that was not fully utilized by operation of division (C)(1)(h)(iii)(a) of this section. To the extent that an amount of net operating loss that was not fully utilized in one or more taxable years by operation of division (C)(1)(h)(iii)(a) of this section is carried forward for use with respect to a return filed for a taxable year beginning in 2019, 2020, 2021, or 2022, the limitation described in division (C)(1)(h)(iii)(a) of this section shall apply to the amount carried forward. **Deduct exempt income to the extent not otherwise deducted or excluded in computing adjusted federal taxable income.**~~

(i) Deduct any net profit of a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that net profit in the group's federal taxable income in accordance with division (V)(3)(b) of Section 192.05.

(j) Add any loss incurred by a pass-through entity owned directly or indirectly by the taxpayer and included in the taxpayer's federal taxable income unless an affiliated group of corporations includes that loss in the group's federal taxable income in accordance with division (V)(3)(b) of Section 192.05.

If the taxpayer is not a C corporation, is not a disregarded entity that has made an election described in division (C)(48)(b) of this section, is not a publicly traded partnership that has made the election described in division ~~(C)(24)(d)~~ **(C)(24)(e)** of this section, and is not an individual, the taxpayer shall compute adjusted federal taxable income under this section as if the taxpayer were a C corporation, except guaranteed payments and other similar amounts paid or accrued to a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deductible expense unless such payments are in consideration for the use of capital and treated as payment of interest under Section 469 of the Internal Revenue Code or United States treasury regulations. Amounts paid or accrued to a qualified self-employed retirement plan with respect to a partner, former partner, shareholder, former shareholder, member, or former member of the taxpayer, amounts paid or accrued to or for health insurance for a partner, former partner, shareholder, former shareholder, member, or former member, and amounts paid or accrued to or for life insurance for a partner, former partner, shareholder, former shareholder, member, or former member shall not be allowed as a deduction.

Nothing in division (C)(1) of this section shall be construed as allowing the taxpayer to add or deduct any amount more than once or shall be construed as allowing any taxpayer to deduct any amount paid to or accrued for purposes of federal self-employment tax.

(2)(a) "Assessment" means a written finding by the Tax Administrator that a person has underpaid municipal income tax, or owes penalty and interest, or any combination of tax, penalty, or interest, to the municipal corporation that commences the person's time limitation for making an appeal to the Board of Tax Review pursuant to Section 192.21, and has "ASSESSMENT" written in all capital letters at the top of such finding.

(b) "Assessment" does not include a notice denying a request for refund issued under division (C)(3) of Section 192.09, a billing statement notifying a taxpayer of current or past-due balances owed to the municipal corporation, a Tax Administrator's request for additional information, a notification to the taxpayer of mathematical errors, or a Tax Administrator's other written correspondence to a person or taxpayer that does not meet the criteria prescribed by division (C)(2)(a) of this section.

(3) "Audit" means the examination of a person or the inspection of the books, records, memoranda, or accounts of a person, ordered to appear before the Tax Administrator, for the purpose of determining liability for a municipal income tax.

(4) "Board of Tax Review" or "Board of Review" or "Board of Tax Appeals", or other named local board constituted to hear appeals of municipal income tax matters, means the entity created under Section 192.21.

(5) "Calendar quarter" means the three-month period ending on the last day of March, June, September, or December.

(6) "Casino operator" and "casino facility" have the same meanings as in Section 3772.01 of the ORC.

(7) "Certified mail," "express mail," "United States mail," "postal service," and similar terms include any delivery service authorized pursuant to Section 5703.056 of the ORC.

(8) "Disregarded entity" means a single member limited liability company, a qualifying subchapter S subsidiary, or another entity if the company, subsidiary, or entity is a disregarded entity for federal income tax purposes.

(9) "Domicile" means the true, fixed, and permanent home of a taxpayer and to which, whenever absent, the taxpayer intends to return. A taxpayer may have more than one residence but not more than one domicile.

(10) "Employee" means an individual who is an employee for federal income tax purposes.

(11) "Employer" means a person that is an employer for federal income tax purposes.

(12) "Exempt income" means all of the following:

(a) The military pay or allowances of members of the armed forces of the United States or members of their reserve components, including the national guard of any state.

(b) Intangible income.

(c) Social security benefits, railroad retirement benefits, unemployment compensation, pensions, retirement benefit payments, payments from annuities, and similar payments made to an employee or to the beneficiary of an employee under a retirement program or plan, disability payments received from private industry or local, state, or federal governments or from charitable, religious or educational organizations, and the proceeds of sickness, accident, or liability insurance policies. As used in division (C)(12)(c) of this section, "unemployment compensation" does not include supplemental unemployment compensation described in Section 3402(o)(2) of the Internal Revenue Code.

(d) The income of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent such income is derived from tax-exempt real estate, tax-exempt tangible or intangible property, or tax-exempt activities.

(e) Compensation paid under Section 3501.28 or 3501.36 of the ORC to a person serving as a precinct election official to the extent that such compensation does not exceed \$1,000 for the taxable year. Such compensation in excess of \$1,000 for the taxable year may be subject to taxation by a municipal corporation. A municipal corporation shall not require the payer of such compensation to withhold any tax from that compensation.

(f) Dues, contributions, and similar payments received by charitable, religious, educational, or literary organizations or labor unions, lodges, and similar organizations;

(g) Alimony and child support received.

(h) Compensation for personal injuries or for damages to property from insurance proceeds or otherwise, excluding compensation paid for lost salaries or wages or compensation from punitive damages.

(i) Income of a public utility when that public utility is subject to the tax levied under Section 5727.24 or 5727.30 of the ORC. Division (C)(12)(i) of this section does not apply for purposes of Chapter 5745 of the ORC.

(j) Gains from involuntary conversions, interest on federal obligations, items of income subject to a tax levied by the state and that a municipal corporation is specifically prohibited by law from taxing, and income of a decedent's estate during the period of administration except such income from the operation of a trade or business.

(k) Compensation or allowances excluded from federal gross income under Section 107 of the Internal Revenue Code.

(l) Employee compensation that is not qualifying wages as defined in division (C)(35) of this section.

(m) Compensation paid to a person employed within the boundaries of a United States air force base under the jurisdiction of the United States air force that is used for the housing of members of the United States air force and is a center for air force operations, unless the person is subject to taxation because of residence or domicile. If the compensation is subject to taxation because of residence or domicile, tax on such income shall be payable only to the municipal corporation of residence or domicile.

(n) An S corporation shareholder's share of net profits of the S corporation, other than any part of the share of net profits that represents wages as defined in Section 3121(a) of the Internal Revenue Code or net earnings from self-employment as defined in Section 1402(a) of the Internal Revenue Code.

(o) All of the income of individuals or a class of individuals under 18 years of age.

(p)(i) Except as provided in divisions (C)(12)(p)(ii), (iii), and (iv) of this section, qualifying wages described in division (C)(2) or (5) of Section 192.04 to the extent the qualifying wages are not subject to withholding for the City under either of those divisions.

(ii) The exemption provided in division (C)(12)(p)(i) of this section does not apply with respect to the municipal corporation in which the employee resided at the time the employee earned the qualifying wages.

(iii) The exemption provided in division (C)(12)(p)(i) of this section does not apply to qualifying wages that an employer elects to withhold under division (C)(4)(b) of Section 192.04.

(iv) The exemption provided in division (C)(12)(p)(i) of this section does not apply to qualifying wages if both of the following conditions apply:

(a) For qualifying wages described in division (C)(2) of Section 192.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employee's principal place of work is situated, or, for qualifying wages described in division (C)(5) of Section 192.04, the employee's employer withholds and remits tax on the qualifying wages to the municipal corporation in which the employer's fixed location is located;

(b) The employee receives a refund of the tax described in division (C)(12)(p)(iv)(a) of this section on the basis of the employee not performing services in that municipal corporation.

(q)(i) Except as provided in division (C)(12)(q)(ii) or (iii) of this section, compensation that is not qualifying wages paid to a nonresident individual for personal services performed in the City on not more than 20 days in a taxable year.

(ii) The exemption provided in division (C)(12)(q)(i) of this section does not apply under either of the following circumstances:

(a) The individual's base of operation is located in the municipal corporation.

(b) The individual is a professional athlete, professional entertainer, or public figure, and the compensation is paid for the performance of services in the individual's capacity as a professional athlete, professional entertainer, or public figure. For purposes of division (C)(12)(q)(ii)(b) of this section, "professional athlete," "professional entertainer," and "public figure" have the same meanings as in Section 192.04(C).

(iii) Compensation to which division (C)(12)(q) of this section applies shall be treated as earned or received at the individual's base of operation. If the

individual does not have a base of operation, the compensation shall be treated as earned or received where the individual is domiciled.

(iv) For purposes of division (C)(12)(q) of this section, "base of operation" means the location where an individual owns or rents an office, storefront, or similar facility to which the individual regularly reports and at which the individual regularly performs personal services for compensation.

(r) Compensation paid to a person for personal services performed for a political subdivision on property owned by the political subdivision, regardless of whether the compensation is received by an employee of the subdivision or another person performing services for the subdivision under a contract with the subdivision, if the property on which services are performed is annexed to a municipal corporation pursuant to Section 709.023 of the ORC on or after March 27, 2013, unless the person is subject to such taxation because of residence. If the compensation is subject to taxation because of residence, municipal income tax shall be payable only to the municipal corporation of residence.

(s) Income the taxation of which is prohibited by the constitution or laws of the United States.

Any item of income that is exempt income of a pass-through entity under division (C) of this section is exempt income of each owner of the pass-through entity to the extent of that owner's distributive or proportionate share of that item of the entity's income.

(13) "Form 2106" means internal revenue service form 2106 filed by a taxpayer pursuant to the Internal Revenue Code.

(14) "Generic form" means an electronic or paper form that is not prescribed by a particular municipal corporation and that is designed for reporting taxes withheld by an employer, agent of an employer, or other payer, estimated municipal income taxes, or annual municipal income tax liability or for filing a refund claim.

(15) "Gross receipts" means the total revenue derived from sales, work done, or service rendered.

(16) "Income" means the following:

(a)(i) For residents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident, except as provided in ~~(C)(24)(d)~~ **(C)(24)(e)** of this division.

(ii) For the purposes of division (C)(16)(a)(i) of this section:

(a) Any net operating loss of the resident incurred in the taxable year and the resident's distributive share of any net operating loss generated in the same taxable year and attributable to the resident's ownership interest in a pass-through entity shall be allowed as a deduction, for that taxable year and the following five taxable years, against any other net profit of the resident or the resident's distributive share of any net profit attributable to the resident's ownership interest in a pass-through entity until fully utilized, subject to division (C)(16)(a)(iv) of this section;

(b) The resident's distributive share of the net profit of each pass-through entity owned directly or indirectly by the resident shall be calculated without regard to any net operating loss that is carried forward by that entity from a prior taxable year and applied to reduce the entity's net profit for the current taxable year.

(iii) Division (C)(16)(a)(ii) of this section does not apply with respect to any net profit or net operating loss attributable to an ownership interest in an S corporation unless shareholders' shares of net profits from S corporations are subject to tax in the municipal corporation as provided in division(C)(12)(n) or (C)(16)(e) of this section.

(iv) Any amount of a net operating loss used to reduce a taxpayer's net profit for a taxable year shall reduce the amount of net operating loss that may be carried forward to any subsequent year for use by that taxpayer. In no event shall the cumulative deductions for all taxable years with respect to a taxpayer's net operating loss exceed the original amount of that net operating loss available to that taxpayer.

(b) In the case of nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(c) For taxpayers that are not individuals, net profit of the taxpayer;

(d) Lottery, sweepstakes, gambling and sports winnings, winnings from games of chance, and prizes and awards. If the taxpayer is a professional gambler for federal income tax purposes, the taxpayer may deduct related wagering losses and expenses to the extent authorized under the Internal Revenue Code and claimed against such winnings.

(e) Intentionally left blank.

(17) "Intangible income" means income of any of the following types: income yield, interest, capital gains, dividends, or other income arising from the ownership, sale, exchange, or other disposition of intangible property including, but not limited to, investments, deposits, money, or credits as those terms are defined in Chapter/ordinance 5701 of the ORC, and patents, copyrights, trademarks, tradenames, investments in real estate investment trusts, investments in regulated investment companies, and appreciation on deferred compensation. "Intangible income" does not include prizes, awards, or other income associated with any lottery winnings, gambling winnings, or other similar games of chance.

(18) "Internal Revenue Code" has the same meaning as in Section 5747.01 of the ORC.

(19) "Limited liability company" means a limited liability company formed under chapter/ordinance 1705 of the ORC or under the laws of another state.

(20) "Municipal corporation" includes a joint economic development district or joint economic development zone that levies an income tax under Section 715.691, 715.70, 715.71, or 715.74 of the ORC.

(21)(a) "Municipal taxable income" means the following:

(i) For a person other than an individual, income ~~reduced by exempt income to the extent otherwise included in income and then, as applicable,~~ apportioned or sitused to the City under Section 3, ~~and further~~ **as applicable**, reduced by any pre-2017 net operating loss carryforward available to the person for the City.

(ii)(a) For an individual who is a resident of the City, income reduced by exempt income to the extent otherwise included in income, then reduced as provided in division (C)(21)(b) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the municipal corporation.

(b) For an individual who is a nonresident of the City, income reduced by exempt income to the extent otherwise included in income and then, as applicable, apportioned or sitused to the municipal corporation under Section 192.03, then reduced as provided in division (C)(21)(b) of this section, and further reduced by any pre-2017 net operating loss carryforward available to the individual for the City.

(b) In computing the municipal taxable income of a taxpayer who is an individual, the taxpayer may subtract, as provided in division (C)(21)(a)(ii)(a) or (C)(21)(b) of this section, the amount of the individual's employee business expenses reported on the individual's form 2106 that the individual deducted for federal income tax purposes for the taxable year, subject to the limitation imposed by Section 67 of the Internal Revenue Code. For the municipal corporation in which the taxpayer is a resident, the taxpayer may deduct all such expenses allowed for federal income tax purposes, but to the extent the expenses do not relate to exempt income. For a municipal corporation in which the taxpayer is not a resident, the taxpayer may deduct such expenses only to the extent the expenses are related to the taxpayer's performance of personal services in that nonresident municipal corporation and are not related to exempt income.

(22) "Municipality" means the same as the City of Sandusky. If the terms are capitalized in the Chapter they are referring to the City of Sandusky. If not capitalized they refer to a municipal corporation other than the City of Sandusky.

(23) "Net operating loss" means a loss incurred by a person in the operation of a trade or business. "Net operating loss" does not include unutilized losses resulting from basis limitations, at-risk limitations, or passive activity loss limitations.

(24)(a) ~~"Net profit" for a person other than an individual means adjusted federal taxable income.~~

~~(b)~~ (a) "Net profit" for a person who is an individual means the individual's net profit required to be reported on schedule C, schedule E, or schedule F reduced by any net operating loss carried forward. For the purposes of division ~~(C)(24)(b)~~ **(C)(24)(a)** of this section, the net operating loss carried forward shall be calculated and deducted in the same manner as provided in division ~~(C)(1)(h)~~ **(C)(24)(c)** of this section.

(b) "Net profit" for a person other than an individual means adjusted federal taxable income reduced by any net operating loss incurred by the person in a taxable year beginning on or after January 1, 2017, subject to the limitations of division (C)(24)(c) of this section.

(c)(i) The amount of such operating loss shall be deducted from net profit to the extent necessary to reduce municipal taxable income to zero, with any remaining unused portion of the net operating loss carried forward to not more than five (5) consecutive taxable years following the taxable year in which the loss was incurred, but in no case for more years than necessary for the deduction to be fully utilized.

(ii) No person shall use the deduction allowed by division (C)(24)(c) of this section to offset qualifying wages.

(iii)(a) For taxable years beginning in 2018, 2019, 2020, 2021, or 2022, a person may not deduct more than fifty percent (50%) of the amount of the deduction otherwise allowed by division (C)(24)(c) of this section.

(b) For taxable years beginning in 2023 or thereafter, a person may deduct the full amount allowed by (C)(24)(c) of this section without regard to the limitation of division (C)(24)(c)(iii)(a) of this section.

(iv) Any pre-2017 net operating loss carryforward deduction that is available may be utilized before a taxpayer may deduct any amount pursuant to (C)(24)(c) of this section.

(v) Nothing in division (C)(24)(c)(iii)(a) of this section precludes a person from carrying forward, for use with respect to any return filed for a taxable year beginning after 2018, any amount of net operating loss that was not fully utilized by operation of division (C)(24)(c)(iii)(a) of this section. To the extent that an amount of net operating loss that was not fully utilized in one or more taxable years by operation of division (C)(1)(h)(iii)(a) of this section is carried forward for use with respect to a return filed for a taxable year beginning in 2019, 2020, 2021, or 2022, the limitation described in division (C)(24)(c)(iii)(a) of this section shall apply to the amount carried forward.

(ed) For the purposes of this Chapter, and notwithstanding division (C)(24)(a) of this section, net profit of a disregarded entity shall not be taxable as against that disregarded entity, but shall instead be included in the net profit of the owner of the disregarded entity.

(de) A publicly traded partnership that is treated as a partnership for federal income tax purposes, and that is subject to tax on its net profits by the City, may elect to be treated as a C corporation for City. The election shall be made on the annual return for the City. The City will treat the publicly traded partnership as a C corporation if the election is so made.

(25) "Nonresident" means an individual that is not a resident.

(26) "Ohio Business Gateway" means the online computer network system, created under Section 125.30 of the ORC, that allows persons to electronically file

business reply forms with state agencies and includes any successor electronic filing and payment system.

(27) "Other payer" means any person, other than an individual's employer or the employer's agent, that pays an individual any amount included in the federal gross income of the individual. "Other payer" includes casino operators and video lottery terminal sales agents.

(28) "Pass-through entity" means a partnership not treated as an association taxable as a C corporation for federal income tax purposes, a limited liability company not treated as an association taxable as a C corporation for federal income tax purposes, an S corporation, or any other class of entity from which the income or profits of the entity are given pass-through treatment for federal income tax purposes. "Pass-through entity" does not include a trust, estate, grantor of a grantor trust, or disregarded entity.

(29) "Pension" means any amount paid to an employee or former employee that is reported to the recipient on an IRS form 1099-R, or successor form. Pension does not include deferred compensation, or amounts attributable to nonqualified deferred compensation plans, reported as FICA/Medicare wages on an IRS form W-2, Wage and Tax Statement, or successor form.

(30) "Person" includes individuals, firms, companies, joint stock companies, business trusts, estates, trusts, partnerships, limited liability partnerships, limited liability companies, associations, C corporations, S corporations, governmental entities, and any other entity.

(31) "Postal service" means the United States postal service.

(32) "Postmark date," "date of postmark," and similar terms include the date recorded and marked in the manner described in division (B)(3) of Section 5703.056 of the ORC.

(33)(a) "Pre-2017 net operating loss carryforward" means any net operating loss incurred in a taxable year beginning before January 1, 2017, to the extent such loss was permitted, by a resolution or ordinance of the municipal corporation that was adopted by the municipal corporation before January 1, 2016, to be carried forward and utilized to offset income or net profit generated in such municipal corporation in future taxable years.

(b) For the purpose of calculating municipal taxable income, any pre-2017 net operating loss carryforward may be carried forward to any taxable year, including taxable years beginning in 2017 or thereafter, for the number of taxable years provided in the resolution or ordinance or until fully utilized, whichever is earlier.

(34) "Publicly traded partnership" means any partnership, an interest in which is regularly traded on an established securities market. A "publicly traded partnership" may have any number of partners.

(35) "Qualifying wages" means wages, as defined in Section 3121(a) of the Internal Revenue Code, without regard to any wage limitations, adjusted as follows:

(a) Deduct the following amounts:

(i) Any amount included in wages if the amount constitutes compensation attributable to a plan or program described in Section 125 of the Internal Revenue Code.

(ii) Any amount included in wages if the amount constitutes payment on account of a disability related to sickness or an accident paid by a party unrelated to the employer, agent of an employer, or other payer.

(iii) Intentionally left blank.

(iv) Intentionally left blank.

(v) Any amount included in wages that is exempt income.

(b) Add the following amounts:

(i) Any amount not included in wages solely because the employee was employed by the employer before April 1, 1986.

(ii) Any amount not included in wages because the amount arises from the sale, exchange, or other disposition of a stock option, the exercise of a stock option, or the sale, exchange, or other disposition of stock purchased under a stock option and the municipal corporation has not, by resolution or ordinance, exempted the amount from withholding and tax adopted before January 1, 2016. Division (C)(35)(b)(ii) of this section applies only to those amounts constituting ordinary income.

(iii) Any amount not included in wages if the amount is an amount described in section 401(k), 403(b), or 457 of the Internal Revenue Code. Division (C)(35)(b)(iii) of this section applies only to employee contributions and employee deferrals.

(iv) Any amount that is supplemental unemployment compensation benefits described in Section 3402(o)(2) of the Internal Revenue Code and not included in wages.

(v) Any amount received that is treated as self-employment income for federal tax purposes in accordance with Section 1402(a)(8) of the Internal Revenue Code.

(vi) Any amount not included in wages if all of the following apply:

(a) For the taxable year the amount is employee compensation that is earned outside the United States and that either is included in the taxpayer's gross income for federal income tax purposes or would have been included in the taxpayer's gross income for such purposes if the taxpayer did not elect to exclude the income under Section 911 of the Internal Revenue Code;

(b) For no preceding taxable year did the amount constitute wages as defined in Section 3121(a) of the Internal Revenue Code;

(c) For no succeeding taxable year will the amount constitute wages;
and

(d) For any taxable year the amount has not otherwise been added to wages pursuant to either division (C)(35)(b) of this section or Section 192.04, as

that section existed before the effective date of H.B. 5 of the 130th General Assembly, March 23, 2015.

(36) "Related entity" means any of the following:

(a) An individual stockholder, or a member of the stockholder's family enumerated in Section 318 of the Internal Revenue Code, if the stockholder and the members of the stockholder's family own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(b) A stockholder, or a stockholder's partnership, estate, trust, or corporation, if the stockholder and the stockholder's partnerships, estates, trusts, or corporations own directly, indirectly, beneficially, or constructively, in the aggregate, at least fifty percent (50%) of the value of the taxpayer's outstanding stock;

(c) A corporation, or a party related to the corporation in a manner that would require an attribution of stock from the corporation to the party or from the party to the corporation under division (C)(36)(d) of this section, provided the taxpayer owns directly, indirectly, beneficially, or constructively, at least fifty percent of the value of the corporation's outstanding stock;

(d) The attribution rules described in Section 318 of the Internal Revenue Code apply for the purpose of determining whether the ownership requirements in divisions (C)(36)(a) to (c) of this section have been met.

(37) "Related member" means a person that, with respect to the taxpayer during all or any portion of the taxable year, is either a related entity, a component member as defined in Section 1563(b) of the Internal Revenue Code, or a person to or from whom there is attribution of stock ownership in accordance with Section 1563(e) of the Internal Revenue Code except, for purposes of determining whether a person is a related member under this division, "twenty percent (20%)" shall be substituted for "five percent (5%)" wherever "five percent (5%)" appears in Section 1563(e) of the Internal Revenue Code.

(38) "Resident" means an individual who is domiciled in the municipal corporation as determined under Section 192.03(E).

(39) "S corporation" means a person that has made an election under subchapter/ordinance S of Chapter 1 of Subtitle A of the Internal Revenue Code for its taxable year.

(40) "Schedule C" means internal revenue service schedule C (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(41) "Schedule E" means internal revenue service schedule E (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(42) "Schedule F" means internal revenue service schedule F (form 1040) filed by a taxpayer pursuant to the Internal Revenue Code.

(43) "Single member limited liability company" means a limited liability company that has one direct member.

(44) "Small employer" means any employer that had total revenue of less than \$500,000 during the preceding taxable year. For purposes of this division, "total revenue" means receipts of any type or kind, including, but not limited to, sales receipts; payments; rents; profits; gains, dividends, and other investment income; compensation; commissions; premiums; money; property; grants; contributions; donations; gifts; program service revenue; patient service revenue; premiums; fees, including premium fees and service fees; tuition payments; unrelated business revenue; reimbursements; any type of payment from a governmental unit, including grants and other allocations; and any other similar receipts reported for federal income tax purposes or under generally accepted accounting principles. "Small employer" does not include the federal government; any state government, including any state agency or instrumentality; any political subdivision; or any entity treated as a government for financial accounting and reporting purposes.

(45)(a) "Tax Administrator" means the individual charged with direct responsibility for administration of an income tax levied by the City in accordance with this Chapter. **Tax Administrator does not include the state tax commissioner.**

(45)(b) "Tax commissioner" means the tax commissioner appointed under section 121.03 of the Ohio Revised Code.

(46) "Tax return preparer" means any individual described in Section 7701(a)(36) of the Internal Revenue Code and 26 C.F.R. 301.7701-15 .

(47) "Taxable year" means the corresponding tax reporting period as prescribed for the taxpayer under the Internal Revenue Code.

(48)(a) "Taxpayer" means a person subject to a tax levied on income by a municipal corporation in accordance with this Chapter. "Taxpayer" does not include a grantor trust or, except as provided in division (C)(48)(b)(i) of this section, a disregarded entity.

(b)(i) A single member limited liability company that is a disregarded entity for federal tax purposes may be a separate taxpayer from its single member in all Ohio municipal corporations in which it either filed as a separate taxpayer or did not file for its taxable year ending in 2003, if all of the following conditions are met:

(a) The limited liability company's single member is also a limited liability company.

(b) The limited liability company and its single member were formed and doing business in one or more Ohio municipal corporations for at least five years before January 1, 2004.

(c) Not later than December 31, 2004, the limited liability company and its single member each made an election to be treated as a separate taxpayer under division (L) of ORC 718.01 as that section existed on December 31, 2004.

(d) The limited liability company was not formed for the purpose of evading or reducing Ohio municipal corporation income tax liability of the limited liability company or its single member.

(e) The Ohio municipal corporation that was the primary place of business of the sole member of the limited liability company consented to the election.

(ii) For purposes of division (C)(48)(b)(ii) of this section, a municipal corporation was the primary place of business of a limited liability company if, for the limited liability company's taxable year ending in 2003, its income tax liability was greater in that municipal corporation than in any other municipal corporation in Ohio, and that tax liability to that municipal corporation for its taxable year ending in 2003 was at least \$400,000.

(49) "Taxpayers' rights and responsibilities" means the rights provided to taxpayers in Sections 9, 12, 13, 19(B), 20, 21, and Sections 5717.011 and 5717.03 of the ORC, and the responsibilities of taxpayers to file, report, withhold, remit, and pay municipal income tax and otherwise comply with Chapter 718 of the ORC and resolutions, ordinances, and rules and regulations adopted by the City for the imposition and administration of a municipal income tax.

(50) "Video lottery terminal" has the same meaning as in Section 3770.21 of the ORC.

(51) "Video lottery terminal sales agent" means a lottery sales agent licensed under Chapter 3770 of the ORC to conduct video lottery terminals on behalf of the state pursuant to Section 3770.21 of the ORC.

Section 2. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.04 (Collection at Source) of the Codified Ordinances of the City be amended as follows:

192.04 COLLECTION AT SOURCE.

Withholding provisions.

(A) Each employer, agent of an employer, or other payer located or doing business in City shall withhold an income tax from the qualifying wages earned and/or received by each employee in the City. Except for qualifying wages for which withholding is not required under Section 192.03 or division (B)(4) or (6) of this section, the tax shall be withheld at the rate, specified in Section 192.03 of this Chapter, of 1.25%. An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(B)(1) Except as provided in division (B)(2) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of the City the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(a) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the City in the preceding calendar year exceeded \$2,399, or if the total amount of

taxes deducted and withheld or required to be deducted and withheld on behalf of the City in any month of the preceding calendar quarter exceeded \$200.

Payments under division (B)(1)(a) of this section shall be made ~~so that the payment is received by~~ to the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(b) Any employer, agent of an employer, or other payer not required to make payments under division (B)(1)(a) of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the ~~15th last~~ day of the month following the ~~end~~ **last day** of each calendar quarter.

(c) Intentionally left blank.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302 of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of the City. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by Tax Administrator and the City as the return required of a non-resident employee whose sole income subject to the tax under this Chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold City income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5)(a) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this Chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(b) The failure of an employer, agent of an employer, or other payer to remit to the City the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to City income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in trust for the City until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(a) The names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for the City during the preceding calendar year;

(b) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(c) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(d) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(e) Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold City income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this Chapter, to be tax required to be withheld and remitted for the purposes of this section.

REMAINDER OF SECTION IS UNCHANGED

Section 3. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.05 (Annual Return; Filing) of the Codified Ordinances of the City be amended as follows:

192.05 ANNUAL RETURN; FILING.

(A) An annual City income tax return shall be completed and filed by every individual taxpayer eighteen (18) years of age or older and any taxpayer that is not an individual for each taxable year for which the taxpayer is subject to the tax, whether or not a tax is due thereon.

(1) The Tax Administrator may accept on behalf of all nonresident individual taxpayers a return filed by an employer, agent of an employer, or other payer under Section 192.04 of this Chapter when the nonresident individual taxpayer's sole income subject to the tax is the qualifying wages reported by the employer, agent of an employer, or other payer, and no additional tax is due to the City.

(2) Retirees having no Municipal Taxable Income for City income tax purposes may file with the Tax Administrator a written exemption from these filing requirements on a form prescribed by the Tax Administrator. The written exemption shall indicate the date of retirement and the entity from which retired. The exemption shall be in effect until such time as the retiree receives Municipal Taxable Income taxable to the City, at which time the retiree shall be required to comply with all applicable provisions of this Chapter.

(B) If an individual is deceased, any return or notice required of that individual shall be completed and filed by that decedent's executor, administrator, or other person charged with the property of that decedent.

(C) If an individual is unable to complete and file a return or notice required by the City, the return or notice required of that individual shall be completed and filed by the individual's duly authorized agent, guardian, conservator, fiduciary, or other person charged with the care of the person or property of that individual.

(D) Returns or notices required of an estate or a trust shall be completed and filed by the fiduciary of the estate or trust.

(E) The City shall permit spouses to file a joint return.

(F)(1) Each return required to be filed under this division shall contain the signature of the taxpayer or the taxpayer's duly authorized agent and of the person who prepared the return for the taxpayer. The return shall include the taxpayer's social security number or taxpayer identification number. Each return shall be verified by a declaration under penalty of perjury.

(2) The Tax Administrator shall require a taxpayer who is an individual to include, with each annual return, and amended return, copies of the following documents: all of the taxpayer's Internal Revenue Service form W-2, "Wage and Tax Statements," including all information reported on the taxpayer's federal W-2, as well as taxable wages reported or withheld for any municipal corporation; the taxpayer's Internal Revenue Service form 1040 **or in the case of a return or request required by a qualified municipal corporation, Ohio form IT-1040**; and, with respect to an amended tax return, any other documentation necessary to support the adjustments made in the amended return. An individual taxpayer who files the annual return required by this section electronically is not required to provide paper copies of any of the foregoing to the Tax Administrator unless the Tax Administrator requests such copies after the return has been filed.

(3) The Tax Administrator may require a taxpayer that is not an individual to include, with each annual net profit return, amended net profit return, or request for refund required under this section, copies of only the following documents: the taxpayer's Internal Revenue Service form 1041, form 1065, form 1120, form 1120-REIT, form 1120F, or form 1120S, and, with respect to an amended tax return or refund request, any other documentation necessary to support the refund request or the adjustments made in the amended return.

A taxpayer that is not an individual and that files an annual net profit return electronically through the Ohio Business Gateway or in some other manner shall either mail the documents required under this division to the Tax Administrator at the time of filing or, if electronic submission is available, submit the documents electronically through the Ohio Business Gateway.

(4) After a taxpayer files a tax return, the Tax Administrator may request, and the taxpayer shall provide, any information, statements, or documents required by the City to determine and verify the taxpayer's municipal income tax liability. The requirements imposed under division (F) of this section apply regardless of whether the taxpayer files on a generic form or on a form prescribed by the Tax Administrator.

(G)(1)(a) Except as otherwise provided in this Chapter, each individual income tax return required to be filed under this section shall be completed and filed as required by the Tax Administrator on or before the date prescribed for the filing of state individual income tax returns under division (G) of Section 5747.08 of the ORC. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to City. No remittance is required if the net amount due is ten dollars or less.

(b) Except as otherwise provided in this Chapter, each annual net profit return required to be filed under this section by a taxpayer that is not an individual shall be completed and filed as required by the Tax Administrator on or before the fifteenth day (15th) of the fourth month following the end of the taxpayer's taxable year. The taxpayer shall complete and file the return or notice on forms prescribed by the Tax Administrator or on generic forms, together with remittance made payable to the City. No remittance is required if the net amount due is ten dollars or less.

(2) Any taxpayer that has duly requested an automatic six-month extension for filing the taxpayer's federal income tax return shall automatically receive an extension for the filing of the City's income tax return. The extended due date of the City's income tax return shall be the 15th day of the tenth month after the last day of the taxable year to which the return relates. An extension of time to file under this division is not an extension of the time to pay any tax due unless the Tax Administrator grants an extension of that date.

(a) A copy of the federal extension request shall be included with the filing of the City's income tax return.

(b) A taxpayer that has not requested or received a six-month extension for filing the taxpayer's federal income tax return may **submit a written** request that the Tax Administrator grant the taxpayer a six-month extension of the date for filing the taxpayer's City income tax return. If the request is received by the Tax

Administrator on or before the date the City income tax return is due, the Tax Administrator shall grant the taxpayer's requested extension.

(3) If the tax commissioner extends for all taxpayers the date for filing state income tax returns under division (G) of Section 5747.08 of the ORC, a taxpayer shall automatically receive an extension for the filing of the City's income tax return. The extended due date of the City's income tax return shall be the same as the extended due date of the state income tax return.

(4) If the Tax Administrator considers it necessary in order to ensure the payment of the tax imposed by the City, the Tax Administrator may require taxpayers to file returns and make payments otherwise than as provided in this division, including taxpayers not otherwise required to file annual returns.

(5) To the extent that any provision in this division (G) of this section conflicts with any provision in divisions (N), (O), (P), or (Q) of this section, the provisions in divisions (N), (O), (P), or (Q) prevail.

(H)(1) For taxable years beginning after 2015, the City shall not require a taxpayer to remit tax with respect to net profits if the net amount due is ten dollars or less.

(2) Any taxpayer not required to remit tax to the City for a taxable year pursuant to division (H)(1) of this section shall file with the City an annual net profit return under division (F)(3) of this section, **unless the provisions of division (H)(3) apply.**

(3)(a) A person may notify the Tax Administrator that the person does not expect to be a taxpayer subject to City income tax ordinance for a taxable year if both the following apply:

(i) The person was required to file a tax return with City for the immediately preceding taxable year because the person performed services at a worksite location (as defined in Section 4(C)(1)(g)) within City.

(ii) The person no longer provides services in City and does not expect to be subject to City income tax for the taxable year.

(b) The person shall provide the notice in a signed affidavit that briefly explains the person's circumstances, including the location of the previous worksite location and the last date on which the person performed services or made any sales within City. The affidavit shall also include the following statement: "The affiant has no plans to perform any services within City, make any sales in City, or otherwise become subject to the tax levied by City during the taxable year. If the affiant does become subject to the tax levied by City for the taxable year, the affiant agrees to be considered a taxpayer and to properly comply as a taxpayer with City income tax ordinance and rules and regulations." The person shall sign the affidavit under penalty of perjury.

(c) If a person submits an affidavit described in division (H)(3)(b) the Tax Administrator shall not require the person to file and tax return for the taxable year unless the Tax Administrator possesses information that conflicts with the affidavit or if the circumstances described in the affidavit change.

(d) Nothing in division (H)(3) of this section prohibits the Tax

Administrator from performing an audit of the person.

(I) If a payment **under this chapter** is ~~required to be~~ made by electronic funds transfer, the payment is **shall be** considered to be made ~~when the payment is credited to an account designated by the Tax Administrator for the receipt of tax payments, except that, when a payment made by electronic funds transfer is delayed due to circumstances not under the control of the taxpayer, the payment is considered to be made when the taxpayer submitted the payment on the date of the timestamp assigned by the first electronic system receiving that payment.~~ **on the date of the timestamp assigned by the first electronic system receiving that payment.** ~~This division shall not apply to payments required to be made under division (B)(1)(a) of Section 192.04 or provisions for semi-monthly withholding.~~

(J) Taxes withheld for the City by an employer, the agent of an employer, or other payer as described in Section 192.04 shall be allowed to the taxpayer as credits against payment of the tax imposed on the taxpayer by the City, unless the amounts withheld were not remitted to the City and the recipient colluded with the employer, agent, or other payer in connection with the failure to remit the amounts withheld.

(K) Each return required by the City to be filed in accordance with this division shall include a box that the taxpayer may check to authorize another person, including a tax return preparer who prepared the return, to communicate with the Tax Administrator about matters pertaining to the return.

(L) The Tax Administrator shall accept for filing a generic form of any income tax return, report, or document required by the City, provided that the generic form, once completed and filed, contains all of the information required by ordinance, resolution, or rules and regulations adopted by the City or the Tax Administrator, and provided that the taxpayer or tax return preparer filing the generic form otherwise complies with the provisions of this Chapter and of the City's ordinance, resolution, or rules and regulations governing the filing of returns, reports, or documents.

REMAINDER OF SECTION IS UNCHANGED

Section 4. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.07 (Estimated Taxes) of the Codified Ordinances of the City be amended as follows:

192.07 ESTIMATED TAXES.

(A) As used in this section:

(1) "Estimated taxes" means the amount that the taxpayer reasonably estimates to be the taxpayer's tax liability for the City's income tax for the current taxable year.

(2) "Tax liability" means the total taxes due to the City for the taxable year, after allowing any credit to which the taxpayer is entitled, and after applying any estimated tax payment, withholding payment, or credit from another taxable year.

(B)(1) Every taxpayer shall make a declaration of estimated taxes for the current taxable year, on the form prescribed by the Tax Administrator, if the amount payable as estimated taxes is at least \$200. For the purposes of this section:

(a) Taxes withheld for the City from qualifying wages shall be considered as paid to the City in equal amounts on each payment date unless the taxpayer establishes the dates on which all amounts were actually withheld, in which case they shall be considered as paid on the dates on which the amounts were actually withheld.

(b) An overpayment of tax applied as a credit to a subsequent taxable year is deemed to be paid on the date of the postmark stamped on the cover in which the payment is mailed or, if the payment is made by electronic funds transfer, the date the payment is submitted. As used in this division, "date of the postmark" means, in the event there is more than one date on the cover, the earliest date imprinted on the cover by the postal service.

(2) Taxpayers filing joint returns shall file joint declarations of estimated taxes. A taxpayer may amend a declaration under rules prescribed by the Tax Administrator. A taxpayer having a taxable year of less than twelve months shall make a declaration under rules prescribed by the Tax Administrator.

(3) The declaration of estimated taxes shall be filed on or before the date prescribed for the filing of municipal income tax returns under division (G) of Section 192.05 or on or before the fifteenth (15th) day of the fourth month after the taxpayer becomes subject to tax for the first time.

(4) Taxpayers reporting on a fiscal year basis shall file a declaration on or before the fifteenth (15th) day of the fourth month after the beginning of each fiscal year or period.

(5) The original declaration or any subsequent amendment may be increased or decreased on or before any subsequent quarterly payment day as provided in this section.

(C)(1) The required portion of the tax liability for the taxable year that shall be paid through estimated taxes made payable to the City, including the application of tax refunds to estimated taxes and withholding on or before the applicable payment date, shall be as follows:

(a) On or before the fifteenth (15th) day of the fourth month after the beginning of the taxable year, twenty-two and one-half (22.5) percent of the tax liability for the taxable year;

(b) On or before the fifteenth (15th) day of the sixth month after the beginning of the taxable year, forty-five (45) percent of the tax liability for the taxable year;

(c) On or before the fifteenth (15th) day of the ninth month after the beginning of the taxable year, sixty-seven and one-half (67.5) percent of the tax liability for the taxable year;

(d) ~~On~~ For an individual, on or before the fifteenth (15th) day of the first month of the following taxable year, ninety percent (90%) of the tax liability for the taxable year. For a person other than an individual, on or before the fifteenth

(15th) day of the twelfth month of the taxable year, ninety percent (90%) of the tax liability for the taxable year.

(2) When an amended declaration has been filed, the unpaid balance shown due on the amended declaration shall be paid in equal installments on or before the remaining payment dates.

(3) On or before the fifteenth (15th) day of the fourth month of the year following that for which the declaration or amended declaration was filed, an annual return shall be filed and any balance which may be due shall be paid with the return in accordance with Section 192.05.

(D)(1) In the case of any underpayment of any portion of a tax liability, penalty and interest may be imposed pursuant to Section 192.18 upon the amount of underpayment for the period of underpayment, unless the underpayment is due to reasonable cause as described in division (E) of this section. The amount of the underpayment shall be determined as follows:

(a) For the first payment of estimated taxes each year, twenty-two and one-half percent (22.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(b) For the second payment of estimated taxes each year, forty-five percent (45%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(c) For the third payment of estimated taxes each year, sixty-seven and one-half percent (67.5%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment;

(d) For the fourth payment of estimated taxes each year, ninety percent (90%) of the tax liability, less the amount of taxes paid by the date prescribed for that payment.

(2) The period of the underpayment shall run from the day the estimated payment was required to be made to the date on which the payment is made. For purposes of this section, a payment of estimated taxes on or before any payment date shall be considered a payment of any previous underpayment only to the extent the payment of estimated taxes exceeds the amount of the payment presently required to be paid to avoid any penalty.

(E) An underpayment of any portion of tax liability determined under division (D) of this section shall be due to reasonable cause and the penalty imposed by this section shall not be added to the taxes for the taxable year if any of the following apply:

(1) The amount of estimated taxes that were paid equals at least ninety percent (90%) of the tax liability for the current taxable year, determined by annualizing the income received during the year up to the end of the month immediately preceding the month in which the payment is due.

(2) The amount of estimated taxes that were paid equals at least one hundred percent of the tax liability shown on the return of the taxpayer for the preceding taxable year, provided that the immediately preceding taxable year reflected a period of twelve months and the taxpayer filed a return with the City under Section 192.05 for that year.

(3) The taxpayer is an individual who resides in the City but was not domiciled there on the first day of January of the calendar year that includes the first day of the taxable year.

Section 5. Part One (Administrative Code), Title Nine (Taxation) Chapter 192 (Income Tax), Section 192.18 (Interest and Penalties) of the Codified Ordinances of the City be amended as follows:

192.18 INTEREST AND PENALTIES.

(A) As used in this section:

(1) "Applicable law" means this Chapter, the resolutions, ordinances, codes, directives, instructions, and rules adopted by the City provided they impose or directly or indirectly address the levy, payment, remittance, or filing requirements of the City.

(2) "Federal short-term rate" means the rate of the average market yield on outstanding marketable obligations of the United States with remaining periods to maturity of three years or less, as determined under Section 1274 of the Internal Revenue Code, for July of the current year.

(3) "Income tax," "estimated income tax," and "withholding tax" means any income tax, estimated income tax, and withholding tax imposed by the City pursuant to applicable law, including at any time before January 1, 2016.

(4) "Interest rate as described in division (A) of this section" means the federal short-term rate, rounded to the nearest whole number percent, plus five percent. The rate shall apply for the calendar year next following the July of the year in which the federal short-term rate is determined in accordance with division (A)(2) of this section.

(5) "Return" includes any tax return, report, reconciliation, schedule, and other document required to be filed with a the Tax Administrator or the City by a taxpayer, employer, any agent of the employer, or any other payer pursuant to applicable law, including at any time before January 1, 2016.

(6) "Unpaid estimated income tax" means estimated income tax due but not paid by the date the tax is required to be paid under applicable law.

(7) "Unpaid income tax" means income tax due but not paid by the date the income tax is required to be paid under applicable law.

(8) "Unpaid withholding tax" means withholding tax due but not paid by the date the withholding tax is required to be paid under applicable law.

(9) "Withholding tax" includes amounts an employer, any agent of an employer, or any other payer did not withhold in whole or in part from an employee's qualifying wages, but that, under applicable law, the employer, agent, or other payer is required to withhold from an employee's qualifying wages.

(B)(1) This section applies to the following:

(a) Any return required to be filed under applicable law for taxable years beginning on or after January 1, 2016;

(b) Income tax, estimated income tax, and withholding tax required to be paid or remitted to the City on or after January 1, 2016.

(2) This section does not apply to returns required to be filed or payments required to be made before January 1, 2016, regardless of the filing or payment date. Returns required to be filed or payments required to be made before January 1, 2016, but filed or paid after that date shall be subject to the ordinances or rules and regulations, as adopted before January 1, 2016, of the City to which the return is to be filed or the payment is to be made.

(C) Should any taxpayer, employer, agent of the employer, or other payer for any reason fails, in whole or in part, to make timely and full payment or remittance of income tax, estimated income tax, or withholding tax or to file timely with the City any return required to be filed, the following penalties and interest shall apply:

(1) Interest shall be imposed at the rate described in division (A) of this section, per annum, on all unpaid income tax, unpaid estimated income tax, and unpaid withholding tax.

(2)(a) With respect to unpaid income tax and unpaid estimated income tax, the City may impose a penalty equal to fifteen percent (15%) of the amount not timely paid.

(b) With respect to any unpaid withholding tax, the City may impose a penalty ~~equal to~~ **not exceeding** fifty percent (50%) of the amount not timely paid.

(3) With respect to returns other than estimated income tax returns, the City may impose a penalty of \$25 for each failure to timely file each return, regardless of the liability shown thereon for each month, or any fraction thereof, during which the return remains unfiled regardless of the liability shown thereon. The penalty shall not exceed \$150 for each failure.

(D) Nothing in this section requires the City to refund or credit any penalty, amount of interest, charges, or additional fees that the City has properly imposed or collected before January 1, 2016.

(E) Nothing in this section limits the authority of the City to abate or partially abate penalties or interest imposed under this section when the Tax Administrator determines, in the Tax Administrator's sole discretion, that such abatement is appropriate.

(F) By the 31st day of October of each year the City shall publish the rate described in division (A) of this section applicable to the next succeeding calendar year.

(G) The City may impose on the taxpayer, employer, any agent of the employer, or any other payer the City's post-judgment collection costs and fees, including attorney's fees.

Section 6. 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 7. 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 8. 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 22, 2018