



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 26, 2018
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Twine, G. Lockhart, D. Waddington, D. Murray, D. Brady, N. Lloyd, W. Poole
APPROVAL OF MINUTES	February 12, 2018
AUDIENCE PARTICIPATION	
PRESENTATION	Maria Muratori, Economic Development Specialist Housing Program Review and Future initiatives
PUBLIC HEARING	Arielle Blanca, Community Development Manager 2018 Community Development Block Grant
PROCLAMATION	March for Meals Month
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Kelly Kresser, City Commission Clerk

ADOPTION OF REPLACEMENT PAGES TO CODIFIED ORDINANCES FOR 2017

Budgetary Information: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2017 will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%), and water funds (25%). This item is appropriated each year.

ORDINANCE NO. _____: It is requested an ordinance be passed to approve current replacement pages to the Sandusky Codified Ordinances for the period of January 1, 2017, through December 31, 2017; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

B. Submitted by Stuart Hamilton, Information Technology Manager

PAYMENT TO IMMIXTECHNOLOGIES, INC. FOR KRONOS SUPPORT AND MAINTENANCE FEES

Budgetary Information: The cost for this support and maintenance agreement for a 12-month period will be \$12,601.90, and will be paid with funds from IT's operating budget in the amount of \$6,300.95, by the water fund in the amount of \$3150.47, and by the sewer fund in the amount of \$3150.48.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to ImmixTechnology, Inc., of McLean, Virginia, for the support and maintenance fees for the Kronos Workforce Management system; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

C. Submitted by Stuart Hamilton, Information Technology Manager

PURCHASE OF DELL BACKUP SERVER FROM DELL MARKETING LP THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM

Budgetary Information: The cost for this purchase will not exceed \$21,633.34, and will be paid from the Information Technologies' operating budget in the amount of \$10,816.67, by the Water Fund in the amount of \$5,408.33, and by the Sewer Fund in the amount of \$5,408.34.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a Dell Powervault Server with Disk Array from Dell Marketing L.P. of Round Rock, Texas, through the State of Ohio Department of Administrative Services Cooperative purchasing program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

D. Submitted by Stuart Hamilton, Information Technology Manager

PURCHASE OF DELL SERVER FROM DELL MARKETING LP THROUGH THE STATE COOPERATIVE PURCHASING PROGRAM FOR THE POLICE DEPARTMENT

Budgetary Information: The cost for this purchase will not exceed \$13,039.65, and will be paid with funds from the Police Department's operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a Dell PowerEdge Server from Dell Marketing L.P. of Round Rock, Texas, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

E. Submitted by Amanda McClain, Housing Manager

ACCEPTING PARCELS OF LAND INTO THE LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$1,212.00 to pay for the title exams and transfer fees. The City will not collect the two thousand two hundred twenty one dollars and thirty one cents (\$2,221.31) owed to the City in special assessments, nor will the taxing districts collect the twelve thousand one hundred twelve dollars and sixty nine cents (\$12,112.69) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately four thousand eight hundred ninety three dollars and ninety four cents (\$4,893.94) per year.

RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting certain real property for acquisition into the land reutilization program; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

F. Submitted by Amanda McClain, Housing Manager

SALE OF LAND BANK PROPERTY LOCATED AT 910 SOUTH MEADOW DRIVE IN THE COLD CREEK CROSSING SUBDIVISION

Budgetary Information: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, cost of administrative staff time associated with the acquisition and sale of the property and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. Out of the remaining proceeds of the sale \$16,747.95 will be applied to the assessments on the property and the rest will be applied to the delinquent taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the Land Reutilization Program identified as parcel no. 60-00043.075, located at 910 South Meadow Drive in the Cold Creek Crossing Subdivision is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

G. Submitted by Todd Gibson, Properties and Facilities Superintendent

APPROVING CHANGE ORDER WITH REPUBLIC SERVICES FOR REFUSE / RECYCLING COLLECTION

Budgetary Information: The cost of refuse and recycling pick-up and disposal is paid through the General Fund, Recreation Fund, and Water Fund based on the usage (number of pickups per week and the container size). The original contract with Republic Services was \$89,466.51 and with the addition of this First Change Order in the amount of \$5,715.42, the revised contract amount is \$95,181.93. All costs have been included in Contractual Services portions of the Operations and Maintenance budgets for the respective departments.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work to be performed by Republic Services of Sandusky, Ohio, for refuse / recycling collection on city property for the period of March 1, 2018, through February 28, 2019, in the amount of \$5,715.42; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

H. Submitted by John Orzech, Police Chief

DISPOSAL OF ITEMS FROM THE POLICE DEPARTMENT NO LONGER OF CITY USE

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to dispose of personal property and equipment 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.

I. Submitted by Matt Lasko, Chief Development Officer

ENCROACHMENT LICENSES TO HAVINFUN, LLC, RELATING TO PROPERTY LOCATED AT 101 E. WATER STREET

- I. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with HavinFun, LLC, 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 retaining a raised patio area for outdoor dining; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- II. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with HavinFun, LLC, 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 retaining existing awnings; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- III. **ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with HavinFun, LLC, 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 retaining a ground level patio area for additional outdoor dining; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

J. Submitted by Trevor Hayberger, Assistant Law Director

AGREEMENT WITH DIRECT ENERGY BUSINESS LLC FOR PARTICIPATION IN THE DEMAND RESPONSE PROGRAM

Budgetary Information: The Estimated Capacity Payment received for this transaction will be placed in the Water Account to compensate for Big Island Water Works expenses for electricity usage.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Direct Energy Business LLC, for participation in the Demand Response Program for the period of June 1, 2018, through May 31, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Aaron Klein, Director of Public Works

RATIFYING SUBMISSION OF GRANT APPLICATION SUBMITTED TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE CLEAN OHIO TRAILS FUND GRANT PROGRAM FOR THE LANDING PARK PROJECT

Budgetary Information: There is no cost associated with submission of the grant application, but the project breakdown would be as follows: \$300,000.00 from the Issue 8 Capital Fund (Parks-Rec), \$200,000.00 from the Capital Fund, \$67,002.29 In-house construction engineering and inspection, \$15,000.00 Cash donation from Cedar Fair, and \$493,946.51 paid with ODNR Grant funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Natural Resources for financial assistance through the Clean Ohio Trails Fund grant program for the first phase of the Landing Park Project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #2 - Submitted by Aaron Klein, Director Public Works

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT SUBGRANT AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, FOR THE SANDUSKY BAY INITIATIVE AREA 1 & 2 PROJECTS

Budgetary Information: The original cost for the services was \$650,000.00 and this Amendment will increase the cost by \$20,000, for a revised total project cost of \$670,000, but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received in 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the professional services agreement & subgrant agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Projects; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #3 - Submitted by Aaron Klein, Director of Public Works

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT SUBGRANT AGREEMENT WITH BIOHABITATS, INC. FOR THE SANDUSKY BAY INITIATIVE AREA 3 PROJECT

Budgetary Information: The original cost for the services was \$249,972.10 and this Amendment will increase the cost by \$74,987.98, for a revised total project cost of \$324,960.08, but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received in 2017.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the professional services agreement & subgrant agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay Initiative Area 3 Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #4 - Submitted by Aaron Klein, Director of Public Works

SLUDGE HAULING FOR CY 2018

Budgetary Information: The estimated cost of disposal by the Waste Water Treatment Plant at the Erie County Sanitary Landfill for 2018 shall not exceed \$161,400, which will be paid out of the contractual services portion of the operation and maintenance budget through the sewer fund.

ORDINANCE NO. _____: It is requested an ordinance be passed appropriating funds for the dumping of class B biosolids (a.k.a. sludge cake) and other dewatered and compressed solids from the Wastewater Treatment Plant (WWTP) at the Erie County Sanitary Landfill for CY2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM #5 - Submitted by Jeff Meinert, Wastewater Treatment Plant Superintendent

EXPENDING FUNDS FOR EMERGENCY PURCHASE & INSTALLATION OF TRANSIT SWITCH AT WWTP

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.

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 (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.

ITEM #6 - Submitted by Jeffrey Keefe, Project Engineer	
AWARD CONTRACT TO ED BURDUE & COMPANY FOR THE CAMPBELL STREET RESURFACING AND COLUMBUS-SCOTT-CAMPBELL INTERSECTION PROJECT PHASE 1 & 2	
Budgetary Information: The estimated cost of the project based on bids, including engineering, inspection and advertising is \$761,241.61 and the total construction cost is \$679,741.61 and will be paid with the following funding: OPWC grant funds in the amount of \$175,000.00, Water Funds in the amount of \$104,777.00, sewer funds in the amount of \$122,140.00, and CDBG funds in the amount of \$277,824.61.	
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ed Burdue & Co. of Sandusky, Ohio, for the Campbell Street Resurfacing and Columbus-Scott-Campbell intersection project Phase 1 & 2; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.	
ITEM #7 - Submitted by Jeffrey Keefe, Project Engineer	
PURCHASE OF NEW ROOF FOR BIG ISLAND WATER WORKS ADMINISTRATION BUILDING	
Budgetary Information: The total cost for this project is \$55,257.54 for materials, removal of the old asphalt roof layers, delivery and installation, which would be paid from the Water Fund.	
ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase and installation of a new roof for the Big Island Water Works (BIWW) Administration Building from Duro-Last Roofing, Inc., of Saginaw, Michigan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.	
ITEM #8 - Submitted by Maria Muratori, Development Specialist	
FAÇADE GRANT TO H2 PROPERTY MANAGEMENT, LLC, FOR PROPERTY LOCATED AT 225 W. WATER STREET	
Budgetary Information: The City will be responsible for providing a total of \$35,000.00 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 façade grant in the amount of \$35,000.00 to H2 Property Management, LLC, in relation to the property located at 225 W. Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.	
ITEM #9 - Submitted by Matt Lasko, Chief Development Officer	
NECESSITY TO PROCEED WITH THE CDBG FY17 DEMOLITION PROJECT #2	
Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for ten (10) of the demolitions will be paid with FY17 Community Development Block Grant Funds, 1819 Camp Street will be demolished using EMS Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.	
RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity to proceed with the proposed CDBG FY17 Demolition Project #2; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.	
ITEM #10 - Submitted by Matt Lasko, Chief Development Officer	
ACCEPTING PETITION OF JOHN & ADRIENNE O'DONNELL, LLC, (D.B.A. IMAGING BAKING, INC.) FOR SPECIAL ENERGY IMPROVEMENT PROJECTS	
RESOLUTION NO. _____: It is requested a resolution be passed approving and accepting the petition of John and Adrienne O'Donnell, LLC, (d.b.a. Imagine Baking, Inc.) for special energy Improvement Projects in accordance with Ohio Revised Code Chapters 727 and 1710; authorizing and directing the City Manager to execute an Energy Project Agreement in relation to the special energy Improvement Projects; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.	
ITEM #11 - Submitted by Matt Lasko, Chief Development Officer	
PROCEED WITH JOHN AND ADRIENNE O'DONNELL SPECIAL ENERGY IMPROVEMENT PROJECTS	
ORDINANCE NO. _____: It is requested an ordinance be passed determining to proceed with certain John and Adrienne O'Donnell Special Energy Improvement Projects by way of special assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.	

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, February 26 at 8:30 p.m., Tuesday, February 27 at 5 p.m., & Monday, March 5 at 8:30 p.m.

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

PROCLAMATION

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure amending the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the “March for Meals” campaign in 2002 to recognize the historic month, the importance of the Older Americans Act nutrition programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2018 observance of “March for Meals” celebrates 16 years of providing an opportunity to support Meals on Wheels programs which deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs provided by the Erie County Senior Center in Sandusky, have proudly served our community admirably for more than 40 years with both congregate and home-delivered meals; and

WHEREAS, volunteers for Meals on Wheels programs in Sandusky, Ohio, are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also provide caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Sandusky provide nutritious meals to seniors throughout the area which help them maintain their health and independence thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation and deserve recognition for the contributions they have made and will continue to make to local communities, our state and our nation;

NOW THEREFORE, I, Dennis E. Murray, Jr., President of the Sandusky City Commission, do hereby proclaim March, 2018, as the 16th annual

“March for Meals Month”

and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them to help enrich our entire community and help combat senior hunger and isolation in America.

Dated this 26th day of February, 2018.

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



CITY COMMISSION OFFICE

222 MEIGS STREET
SANDUSKY, OH 44870

T: 419.627.5850

F: 419.627.5825

www.ci.sandusky.oh.us

TO: City Commission

FROM: Kelly L. Kresser, CMC
Commission Clerk

DATE: February 12, 2018

SUBJECT: 2017 Replacement Pages for Codified Ordinances for the City of Sandusky

ITEM FOR CONSIDERATION: It is requested the City Commission authorize the adoption of an Ordinance approving current replacement pages to the Codified Ordinances and internet for the period January 1, 2017 - December 31, 2017, with Walter H. Drane Company.

The City of Sandusky completes a codification process each year in order to bring our Code of Ordinances up to date. Additionally, state laws which have been changed or newly adopted are incorporated into this update.

BUDGETARY INFORMATION: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2017 will be taken from the contractual services line item in the Commission's budget (50%), sewer funds (25%), and water funds (25%). This item is appropriated each year.

ACTION REQUESTED: It is recommended an Ordinance be approved ratifying payment to Walter H. Drane Company in an amount not to exceed \$5,700 and approving the replacement pages. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow for payment in a timely manner.

/klk

cc.: Hank Solowiej
Justin Harris
Eric Wobser

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE SANDUSKY CODIFIED ORDINANCES FOR THE PERIOD OF JANUARY 1, 2017, THROUGH DECEMBER 31, 2017; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various Ordinances of a general and permanent nature have been passed by the City Commission which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before this City Commission; and

WHEREAS, the total cost of the revisions of the Codification supplements and updating the Code on the internet is \$5,700.00 of which \$2,850.00 will be paid with funds from the Commission's budget, \$1,425.00 will be paid with Sewer Funds and \$1,425.00 will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the replacement pages to the Codified Ordinances and allow for payment of services in a timely manner; and

WHEREAS, in order to provide for the immediate preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the officials and residents of the City of Sandusky, so as to facilitate administration, daily operation and avoid practical and legal entanglements, it is necessary to declare this Ordinance to be an emergency measure to take effect immediately upon its adoption and due authentication; and NOW, THEREFORE,

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

Section 1. The Ordinances of the City of Sandusky, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2017 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 303.04 Road Workers, Motor Vehicles and Equipment Excepted. (Amended)
- 303.081 Impounding Vehicles on Private Residential Property. (Amended)
- 303.082 Tow Away Zones. (Amended)
- 313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
- 331.03 Overtaking, Passing to Left; Driver's Duties. (Amended)
- 333.01 Driving Under the Influence. (Amended)
- 335.09 Display of License Plates. (Amended)
- 337.28 Use of Sunscreening, Nontransparent and Reflectorized Materials. (Amended)
- 351.07 Unattended Vehicles: Duties. (Amended)

General Offenses Code

- 501.01 General Definitions. (Amended)
- 513.09 Controlled Substance or Prescription Labels. (Amended)
- 521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
- 525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 529.08 Hours of Sale or Consumption. (Amended)
- 537.15 Temporary Protection Order. (Amended)
- 537.18 Contributing to Child Delinquency. (Amended)
- 541.02 Arson. (Amended)
- 549.01 Weapons Definitions. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.04 Improperly Handling a Firearm in a Motor Vehicle. (Amended)

Section 3. The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances, a copy of which is on file in the office of the Clerk of the City Commission.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this

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

DENNIS E. MURRAY
PRESIDENT OF THE CITY COMMISSION

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

Passed: February 26, 2018



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: Feb 13th, 2018

Subject: **Commission Agenda Item – Kronos Support and Maintenance 2018-2019**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for one year of support and maintenance services from immixTechnologies, Inc. of McLean, VA.

BACKGROUND INFORMATION: We rely on Kronos for our time collection inside the City. For support and updates we are required to stay current each year with our support and maintenance agreement.

Our support and maintenance provides us with technical support and software updates for our software, our time collection hardware and training to ensure we use our product in the most effective way.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 12-month period will be \$12,601.90, and will be paid with funds from IT's operating budget in the amount of \$6,300.95, by the Water Fund in the amount of \$3150.47, and by the Sewer Fund in the amount of \$3150.48.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter in to agreement with immixTechnology, Inc. to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter to allow payment to be made prior to April 24, 2018, when the new service period begins on most of the products, and to ensure no break in coverage and smooth time collection for payroll.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

Sales Quotation

Don Rumbutis
City of Sandusky
222 Meigs Street
Sandusky, OH 44870
PH: 419-627-5828
drumbutis@ci.sandusky.oh.us

Contract No.: 534339

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-859098-S4W2M3
Quote Date: 2/2/2018
Expiration Date: 3/4/2018

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

immixTechnology, Inc. Smathers, Joanne
Contact:
703.752.0621 Joanne_Smathers@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6087292

Manufacturer Contact: Paquette, Mariama
978 947 7320 Mariama.Paquette@Kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800175-000GM	534339	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	50	\$9.1900	\$459.50
		Period of Performance: 6/7/2018 to 4/23/2019.					
2	8800175-000GM	534339	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	300	\$8.3200	\$2,496.00
		Period of Performance: 4/24/2018 to 4/23/2019.					
3	8800175-000GM	534339	MNT	Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT **	75	\$10.4400	\$783.00
		Period of Performance: 4/24/2018 to 4/23/2019.					
4	8800176-000GM	534339	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	50	\$3.5800	\$179.00
		Period of Performance: 6/7/2018 to 4/23/2019.					
5	8800176-000GM	534339	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	300	\$2.9700	\$891.00
		Period of Performance: 4/24/2018 to 4/23/2019.					
6	8800176-000GM	534339	MNT	Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT **	75	\$4.0700	\$305.25
		Period of Performance: 4/24/2018 to 4/23/2019.					
7	8800177-000GM	534339	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	50	\$6.2300	\$311.50
		Period of Performance: 6/7/2018 to 4/23/2019.					
8	8800177-000GM	534339	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	250	\$2.3300	\$582.50
		Period of Performance: 4/24/2018 to 4/23/2019.					

Sales Quotation

Continued

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
9	8800177-000GM	534339	MNT	Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT **	50	\$7.0800	\$354.00
		Period of Performance: 4/24/2018 to 4/23/2019.					
10	8800178-000GM	534339	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	5	\$49.7300	\$248.65
		Period of Performance: 9/15/2018 to 4/23/2019.					
11	8800178-000GM	534339	MNT	Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT **	30	\$34.0200	\$1,020.60
		Period of Performance: 4/24/2018 to 4/23/2019.					
12	8800185-000GM	534339	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	50	\$1.8800	\$94.00
		Period of Performance: 6/7/2018 to 4/23/2019.					
13	8800185-000GM	534339	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	300	\$2.1300	\$639.00
		Period of Performance: 4/24/2018 to 4/23/2019.					
14	8800185-000GM	534339	MNT	Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT **	75	\$2.1300	\$159.75
		Period of Performance: 4/24/2018 to 4/23/2019.					
15	99X2800-501	534339	HW MNT	Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory** TRUSTED PRODUCT **	11	\$209.0900	\$2,299.99
		Period of Performance: 4/24/2018 to 4/23/2019.					
16	ED-SUBSCRIPTION - 400-1500	534339	LIC	KnowledgePass Ed Services Subscription 400-1500 (PoP: 4/24/2018-4/23/2019)** TRUSTED PRODUCT **	1	\$1,778.1600	\$1,778.16

HARDWARE MAINTENANCE	\$2,299.99
LICENSE	\$1,778.16
SW MAINTENANCE	\$8,523.75
Grand Total	\$12,601.90

Subject to the Terms and Conditions of Contract Number 534339.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at: http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO IMMIXTECHNOLOGY, INC., OF MCLEAN, VIRGINIA, FOR THE SUPPORT AND MAINTENANCE FEES FOR THE KRONOS WORKFORCE MANAGEMENT SYSTEM; 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 purchase a Kronos Workforce Management System from immixTechnology, Inc., of McLean, Virginia, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program by Ordinance No. 08-022, passed on March 24, 2008; and

WHEREAS, the City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for upgrades to the Kronos Workforce Management System by Ordinance No. 14-097, passed on August 24, 2014; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for services to upgrade the Kronos Workforce Management System to Kronos Workforce 8 by Ordinance No. 16-059 passed on March 28, 2016; and

WHEREAS, the Kronos Workforce Management System is used for time collection and reporting and this annual support and maintenance fee provides technical support and software updates for the software, time collection hardware and training; and

WHEREAS, immixTechnology, Inc. is a Government Solutions Provider that installed and supports our Kronos system; and

WHEREAS, the total cost of the annual support and maintenance fees is \$12,601.90, and will be paid with funds from the Information Technology's operating budget in the amount of \$6,300.95 (50%), Water Funds in the amount of \$3,150.47 (25%), and Sewer Funds in the amount of \$3,150.48 (25%); 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 payment to be made to immixTechnology, Inc. prior to April 24, 2018, when the new service period begins on most of the products, and to ensure there are no breaks in coverage; and

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

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

THAT:

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to immixTechnology, Inc. of McLean, Virginia, for the support and maintenance fees for the Kronos Workforce Management System in an amount **not to exceed** Twelve Thousand Six Hundred One and 90/100 Dollars (\$12,601.90).

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

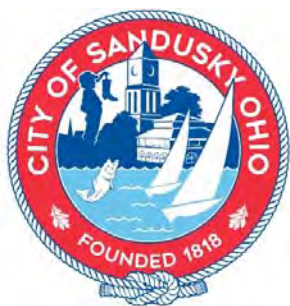
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: February 26, 2018



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager
From: Stuart Hamilton
Date: February 12th, 2018
Subject: **Commission Agenda Item –Purchase of a Dell Server with Disk Array.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of a Dell server and disk array from Dell Marketing L.P. of Round Rock, TX, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program (contract #534109).

BACKGROUND INFORMATION:

Our current backup solution, while functional, has gotten to the point where the protection it provides is outweighed by the monthly cost of storage. As the City has grown in the last two years, the data we back up has grown immensely. It is time to re-asses our solution and our costs.

We have gone through a period of testing other providers and solutions for functionality and cost benefit, and settled on a backup software from Veeam. We already have this in production, and this request is for the hardware to support our needs.

Proposed Solution:

To purchase and implement a Dell backup server, and a Dell direct attached storage device that will give us the speed and capability to fully protect the City data assets. The total cost of this hardware is \$21,633.34. If we calculate a return on investment on this project based on our monthly cost for our old solution, it will pay for itself in less than 5 months.

This solution will give us onsite protection, virtualization tools and the ability to replicate backup data to remote sites, maximizing our recovery options if, and when needed.

BUDGETARY INFORMATION: The cost for this purchase will not exceed \$21,633.34, and will be paid from the Information Technologies' operating budget in the amount of \$10,816.67, by the Water Fund in the amount of \$5,408.33, and by the Sewer Fund in the amount of \$5,408.34.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to expend funds for the purchase of a Dell server and disk array from Dell Marketing L.P. of Round Rock, TX. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately purchase the server and begin utilizing the benefits and cost savings at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
I.T Manager

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



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$21,633.34

Quote number: 3000021964617.1	Quote date: Feb. 5, 2018	Quote expiration: Mar. 7, 2018	Solution ID: 9141882	Deal ID: 15306611
Company name: CITY OF SANDUSKY	Customer number: 8434015	Phone: (419) 627-5868		
Sales rep information: Todd Mayfield Todd_Mayfield@Dell.com (800) 456-3355 Ext: 5131691	Billing Information: CITY OF SANDUSKY CITY OF SANDUSKY 222 MEIGS ST SANDUSKY OH 44870-2835 US (419) 627-5868			

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerVault MD3400 - [dellstar_1051]	1	\$15,111.90	\$15,111.90
1x Dell SAS 12Gbps HBA, Dual Port, Customer Kit - Supports 13G Servers	1	\$109.61	\$109.61
PowerEdge R730 - [dellstar_1356]	1	\$6,411.83	\$6,411.83
Subtotal:			\$21,633.34
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$21,633.34
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$21,633.34

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Todd Mayfield

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
DON RUMBUTIS	(419) 627-5868	Standard Ground	IT DEPT 222 MEIGS ST SANDUSKY OH 44870-2835 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerVault MD3400 - [dellstar_1051]	1	\$15,111.90	\$15,111.90
	Estimated delivery date: Feb. 21, 2018			
	Contract No: WN98AGW			
	Customer Agreement No: 0A1068			
210-ACCG	PowerVault MD3400, 12G SAS, 2U-12 drive	1	-	-
340-AIJN	SHIP,MD3400	1	-	-
403-BBEX	Controller, 12G SAS, 2U MD34xx, 4GB Cache	1	-	-
403-BBEX	Controller, 12G SAS, 2U MD34xx, 4GB Cache	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
470-AATT	12Gb HD-Mini to HD-Mini SAS Cable, 2M	1	-	-
325-BBFV	Bezel Assembly, MD3400	1	-	-
410-1074	No Additional Software	1	-	-
770-BBCL	ReadyRails II Static Rails for 4-post Racks	1	-	-
450-AASQ	Power Supply, AC 600W, Redundant	1	-	-
450-ADEJ	Power Supply Regulatory Label, 600W, AC	1	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	1	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord,	1	-	-

North America

332-1286	US Order	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
954-3485	Dell Hardware Limited Warranty Initial Year	1	-	-
954-3486	Dell Hardware Limited Warranty Extended Year(s)	1	-	-
954-3523	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, Initial Year	1	-	-
954-3524	ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended	1	-	-
954-3527	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
805-4582	ProDeploy Dell Storage MD Series 3XXX 2U DAS - Deployment	1	-	-
805-4583	ProDeploy Dell Storage MD Series 3XXX 2U DAS - Deployment Verification	1	-	-
400-ANVG	10TB 7.2K RPM NLSAS 512e 3.5in Hot-plug Hard Drive	12	-	-

SKU	Description	Qty	Unit Price	Subtotal
	1x Dell SAS 12Gbps HBA, Dual Port, Customer Kit - Supports 13G Servers	1	\$109.61	\$109.61
	Estimated delivery date: Feb. 15, 2018 Contract No: WN98AGW Customer Agreement No: 0A1068			

405-AADZ	SAS 12Gbps HBA External Controller, Full Height, CusKit	1	-	-
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SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730 - [dellstar_1356]	1	\$6,411.83	\$6,411.83
	Estimated delivery date: Feb. 26, 2018 Contract No: WN98AGW Customer Agreement No: 0A1068			

210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-

350-BBEN	Chassis with up to 8, 2.5" Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
338-BJCX	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJU	RAID 1 for H330/H730/H730P (2 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P RAID Controller, 2GB NV Cache, Mini card	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
429-AAOJ	Optical Drive Filler	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-

976-8728	ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year	1	-	-
976-8729	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	1	-	-
900-9997	On-Site Installation Declined	1	-	-
332-1286	US Order	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	4	-	-
400-AMJH	800GB Solid State Drive SAS Write Intensive MLC 2.5in Hot-plug Drive, PX05SM	2	-	-
492-BBDI	C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	2	-	-

Subtotal:	\$21,633.34
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$21,633.34

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A DELL POWERVAULT SERVER WITH DISK ARRAY FROM DELL MARKETING L.P. OF ROUND ROCK, TEXAS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's current backup server, while functional, is at the point where the protection it provides does not justify the monthly cost of storage; and

WHEREAS, over the last two (2) years the data that is being backed-up has grown immensely and new backup software is already being used and this new hardware will provide the protection along with virtualization tools, the ability to replicate backup data to remote sites, maximizing our recovery option if needed, and additionally provide a substantial cost savings; and

WHEREAS, the Dell PowerVault Server with Disk Array from Dell Marketing L.P. of Round Rock, Texas, is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price of the Dell Server with Disk Array is \$21,633.34 of which \$10,816.67 will be paid from the Information Technologies' operating budget, \$5,408.33 will be paid with Water Funds, and \$5,408.34 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 immediately purchase the server and begin utilizing the benefits and cost savings at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to purchase a Dell PowerVault Server with Disk Array from Dell Marketing L.P. of Round Rock, Texas,

through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #534109, at an amount **not to exceed** Twenty One Thousand Six Hundred Thirty Three and 34/100 Dollars (\$21,633.34).

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

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

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

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

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

Passed: February 26, 2018



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: February 12th, 2018

Subject: **Commission Agenda Item –Police Dell Server (replacement).**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of a Dell server from Dell Marketing L.P. of Round Rock, TX, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program (contract #534109).

BACKGROUND INFORMATION:

The current Police server was purchased in 2013 and has been running on an expired warranty since July 2016. This server is critical to Police daily functionality and needs to be replaced with newer hardware.

Proposed Solution:

To purchase and implement a Dell server to replace old and error prone hardware. We will be purchasing the same server make and model that we have standardized on in the last year. This will not only replace the server at the Sandusky Police Department, it will enable us to move to Virtualization for the Department. Virtualization makes keeping services online more efficient and recovery simpler, but also with many more recovery and maintenance options.

BUDGETARY INFORMATION: The cost for this purchase will not exceed \$13,039.65, and will be paid with funds from the Police Department's operating budget.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to expend funds for the purchase of a Dell server and disk array from Dell Marketing L.P. of Round Rock, TX. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to replace the old server as soon as possible and prior to any potential failures and to begin utilizing the benefits at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

Stuart Hamilton
I.T Manager

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



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$13,039.65

Quote number:	Quote date:	Quote expiration:	Solution ID:
3000022107708.2	Feb. 9, 2018	Mar. 11, 2018	9161773
Company name:	Customer number:	Phone:	
CITY OF SANDUSKY	8434015	(419) 627-5868	
Sales rep information:	Billing Information:		
Nathan Caperton	CITY OF SANDUSKY		
Nathan_Caperton@Dell.com	CITY OF SANDUSKY		
(800) 456-3355	222 MEIGS ST		
Ext: 5132110	SANDUSKY		
	OH 44870-2835		
	US		
	(419) 627-5868		

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R730 - [dellstar_1356]	1	\$13,039.65	\$13,039.65
		Subtotal:	\$13,039.65
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$13,039.65
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$13,039.65

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Nathan Caperton

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
DON RUMBUTIS	(419) 627-5868	Standard Ground	IT DEPT 222 MEIGS ST SANDUSKY OH 44870-2835 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R730 - [dellstar_1356]	1	\$13,039.65	\$13,039.65
	Estimated delivery date: Feb. 23, 2018			
	Contract No: WN98AGW			
	Customer Agreement No: 0A1068			
210-ACXU	PowerEdge R730 Server	1	-	-
329-BCZK	PE R730/xd Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
350-BBIL	Chassis with up to 16, 2.5 Hard Drives	1	-	-
340-AKKB	PowerEdge R730 Shipping	1	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
338-BJCX	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
374-BBHM	Standard Heatsink for PowerEdge R730/R730xd	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-

780-BBKC	Unconfigured RAID for H330/H730/H730P (1-16 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
330-BBCO	R730/xd PCIe Riser 2, Center	1	-	-
330-BBCQ	R730 PCIe Riser 3, Left	1	-	-
330-BBCR	R730/xd PCIe Riser 1, Right	1	-	-
540-BBBW	Broadcom 5720 QP 1Gb Network Daughter Card	1	-	-
330-BBCL	Internal Dual SD Module	1	-	-
385-BBCF	Redundant SD Cards Enabled	1	-	-
385-BBLI	16GB SD Card For IDSMD	1	-	-
385-BBLI	16GB SD Card For IDSMD	1	-	-
429-AAPU	DVD ROM, SATA, INTERNAL	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
770-BBBR	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
634-BJQE	VMware ESXi 6.5 U1 Embedded Image on Flash Media	1	-	-
976-8706	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-8707	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	1	-	-
976-8708	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-

332-1286	US Order	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	4	-	-
400-APGK	900GB 15K RPM SAS 512n 2.5in Hot-plug Hard Drive	14	-	-
540-BBCW	Broadcom 5719 QP 1Gb Network Interface Card	1	-	-
540-BBCX	Broadcom 5720 DP 1Gb Network Interface Card	1	-	-
492-BBDH	C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	2	-	-
			Subtotal:	\$13,039.65
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$13,039.65

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A DELL POWEREDGE SERVER FROM DELL MARKETING L.P. OF ROUND ROCK, TEXAS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Police Department's server, which was purchased in 2013 and running on an expired warranty since July of 2016, is critical to the daily operation of the Police Department and needs to be replaced due to its age and being error prone; and

WHEREAS, this replacement server is the same make and model that has become our standard in the last year and will enable the Police Department to move to virtualization which keeps services online more efficient and recovery simpler and has more maintenance options; and

WHEREAS, the Dell PowerEdge Server from Dell Marketing L.P. of Round Rock, Texas, is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price of the Dell Server is \$13,039.65 and will be paid with funds from the Police Department's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to replace the old server as soon as possible and prior to any potential failures and to begin utilizing the benefits at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to purchase a Dell PowerEdge Server from Dell Marketing L.P. of Round Rock, Texas, through the

State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #534109, for the Police Department at an amount **not to exceed** Thirteen Thousand Thirty Nine and 65/100 Dollars (\$13,039.65).

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

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

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

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

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

Passed: February 26, 2018



COMMUNITY DEVELOPMENT

Division of Code Enforcement

222 Meigs Street
Sandusky, Ohio 44870
419.627.5913
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: February 15, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval to accept eight (8) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization.

The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back in to the community. Also, because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars a year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it.

The eight (8) parcels requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by a quorum of the Land Bank Committee on December 18, 2017.

Seven (7) parcels have vacant structures on them and one (1) parcel is a vacant lot. The structure located at 1013 W. Madison Street is a single family residential structure that has 1,386 sq. ft. of living space with three (3) bedrooms and one (1) bath. The structure located at 616 McEwen Street is a single family residential structure that has 1,152 sq. ft. of living space with three (3) bedrooms

and one (1) bath. The structure located at 2122 Fallen Timber is a 1,015 sq. ft. single family residential structure with three (3) bedrooms and one (1) bath. Upon acquisition, the three residential structures will be evaluated for rehabilitation.

The structure located at 1538 Pearl is a 1,600 sq. ft. single family residential structure with three (3) bedrooms and one (1) bath. The structure located at 1008 Seavers Way is a 744 sq. ft. single family, residential structure with three (3) bedrooms and one (1) bath. The structure located at 1233 C Street is a 1,012 sq. ft. single family, residential structure with four (4) bedrooms and one (1) bath. All three properties have been vacant for a very long time and upon acquisition, they will be demolished.

The structure located at 327 W. Market Street is a condemned commercial structure that is located in the Downtown Business District. Upon acquisition, it will be evaluated for rehabilitation.

The vacant lot located on Ransom Street adjoins 1218 Ransom Street to the east where the City demolished a residential structure. The vacant lot at 1218 Ransom Street has already been approved for acquisition into the Land Bank. The lots are located in a highly congested neighborhood where off street parking is scarce. All of the adjoining property owners have expressed interest in obtaining these properties.

The Land Bank Committee has determined that the acquisition of the eight (8) parcels is necessary to protect, improve, and preserve the stability of the neighborhood they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately one thousand one hundred and twelve dollars (\$1,212.00) to pay for the title exams and transfer fees. The City will not collect the two thousand two hundred twenty one dollars and thirty one cents (\$2,221.31) owed to the City in special assessments, nor will the taxing districts collect the twelve thousand one hundred twelve dollars and sixty nine cents (\$12,112.69) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately four thousand eight hundred ninety three dollars and ninety four cents (\$4,893.94) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire eight (8) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Amanda J. McClain, Housing Manager

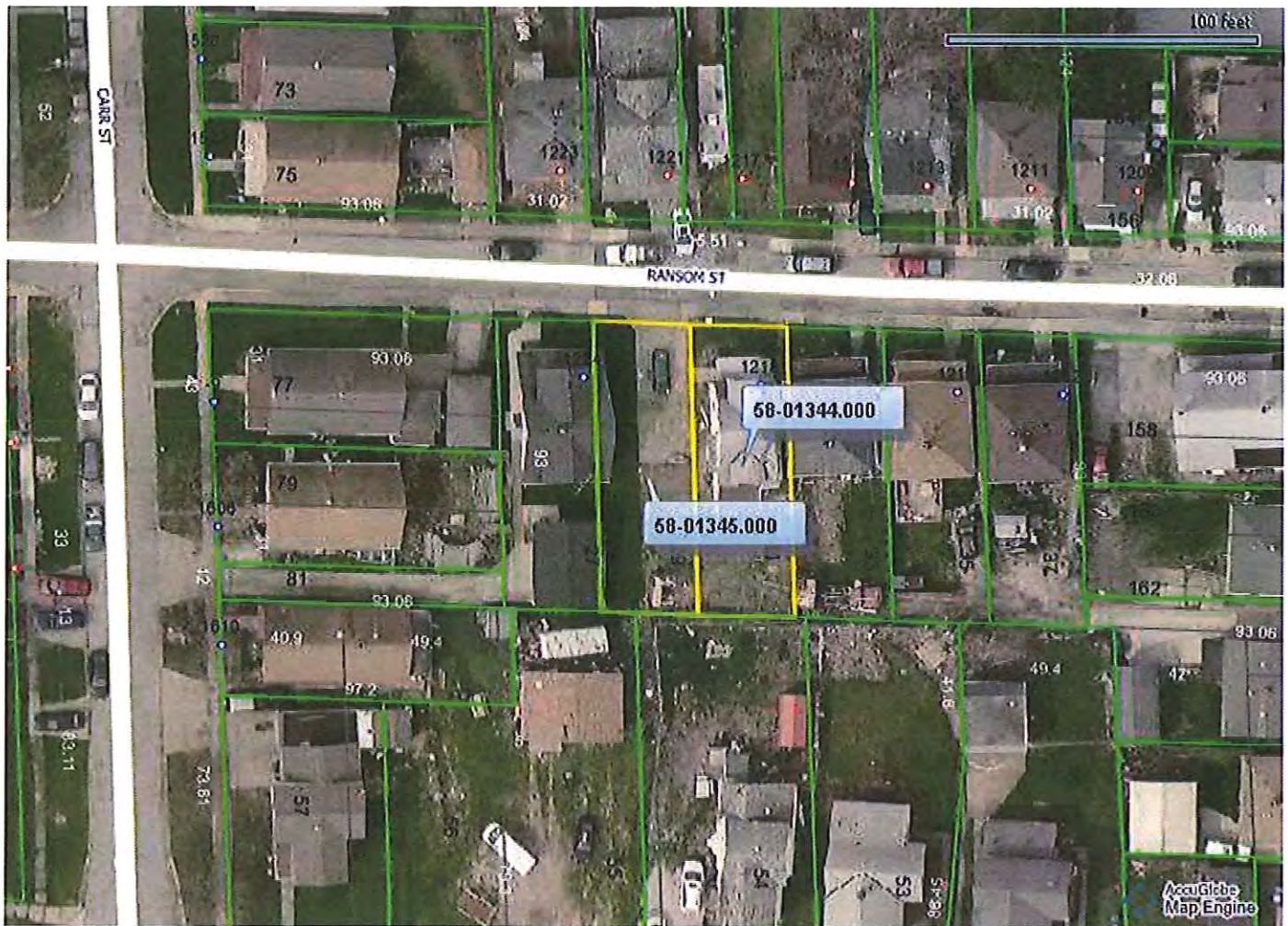
I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

[Print](#) | [Back](#)

Erie County GIS



Notes

58-01345.000 - 0 Ransom (vacant lot)

58-01344.000 - 1218 Ransom is already approved for acquisition (City demolish the structure)



1538 Pearl St.



1013 W. MADISON

02/16/2018





327 W. MARKET

02/16/2018



10/12/2016 16:20

1008 Seavers Way



2122 Fallen Timber

08/29/2017



1233 C St.

09/19/2016 10:40

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING CERTAIN REAL PROPERTY FOR ACQUISITION INTO THE LAND REUTILIZATION PROGRAM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, it is requested that the City accept eight (8) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

WHEREAS, it is necessary to acquire the nonproductive land parcels in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City; and

WHEREAS, upon City Commission approval, three (3) parcels with vacant structures located at 1013 W. Madison Street, 616 McEwen Street, and 2122 Fallen Timber Drive will be evaluated for rehabilitation and three (3) vacant structures located at 1538 Pearl Street, 1008 Seavers Way, and 1233 C Street, which have been vacant for a very long time will be demolished; and

WHEREAS, upon City Commission approval, a vacant condemned commercial structure located in the Downtown Business District at 327 W. Market Street will be evaluated for rehabilitation and a vacant lot on Ransom Street, which adjoins a vacant lot at 1218 Street already approved for acquisition into the Land Bank, will be offered to adjoining property owners who have expressed interest in obtaining the properties; and

WHEREAS, these eight (8) parcels of land requested for acquisition have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by the Land Bank Committee on December 18, 2017; and

WHEREAS, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost for these acquisitions will be approximately \$1,212.00, for the cost of title exams and transfer fees, and will be recouped by the City upon sale of the properties; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner; and

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program eight (8) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

Section 2. This City Commission authorizes and directs the City Manager to acquire the nonproductive land in accordance with the City of Sandusky's Land Reutilization Program in order to facilitate reutilization of the nonproductive land to support neighborhood revitalization and development within the City.

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

PAGE 3 - RESOLUTION NO. _____

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: February 26, 2018

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
58-01345.000 Proposed Use: 2017CV0398	0 Ransom	Home Opportunity	306.30	0.00	59.41	365.71	109.14
This is a vacant residential tax delinquent lot in an area of the City zoned Two Family Residential (R2F) with a lot size of 31' X 93'. The City demolished the house on the adjoining lot to the east and has already approved acquisition. It is currently in delinquent tax foreclosure.							
58-00363.000 Proposed Use:	1538 Pearl	Lois Cantu	427.32	962.08	66.25	1,455.65	427.32
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 33' X 151'. It is has been vacant for a very long time and is condemned. Upon acquisition it shall be demolished.							
59-00643.000 Proposed Use: 2017CV0467	1013 W. Madison	Keli Johannsen	2,240.80	0.00	434.86	2,675.66	798.48
This is a vacant tax delinquent single family residential structure in an area of the City zoned Two Family Residential (R2F) with a lot size of 33' X 99'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
57-02503.000 Proposed Use: 2017CV0490	616 McEwen	I E I T, LLC	2,303.68	0.00	306.81	2,610.49	905.34
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 33' X 132'. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
56-00275.000 Proposed Use: 2017CV0491	327 W. Market	Hollies P. Mayo	1,454.40	134.41	377.09	1,965.90	387.40
This is a vacant tax delinquent commercial structure in an area of the City zoned General Business (GB). It is located in the Kilbourne Plat acquisition zone. It is currently in delinquent tax foreclosure. Upon acquisition it shall be evaluated for rehabilitation.							
58-02293.000 Proposed Use: 2017CV0502	1008 Seavers	Ulysses Thomas	866.33	0.00	573.61	1,439.94	615.80
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-40) with a lot size of 40' X 86'. It is currently in delinquent tax foreclosure and located in the Southside Acquisition Zone. Upon acquisition it shall be evaluated for rehabilitation.							
57-04781.000 Proposed Use: 2017CV0193	2122 Fallen Timber	Ronald Morris	2,661.00	280.63	498.30	3,439.93	1,245.42
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-60) with a lot size of 72' X 125'. Upon acquisition it shall be evaluated for rehabilitation.							
57-01061.000 Proposed Use: 2017CV0249	1233 C	Dorothy Cromer	1,852.86	844.19	434.15	3,131.20	405.04
This is a vacant tax delinquent single family residential structure in an area of the City zoned Single Family Residential (R1-60) with a lot size of 72' X 125'. Upon acquisition it shall be demolished.							
Totals:			12,112.69	2,221.31	2,750.48	17,084.48	4,893.94



*City of Sandusky Code Enforcement Division
222 Meigs Street, Sandusky, OH 44870
(419) 627-5913*

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: February 13, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 910 South Meadow Drive and further identified by the Auditor as Erie County Parcel No. 60-00043.075.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on February 24, 2014 pursuant to Resolution 008-14R and received a Sheriffs Deed on December 10, 2015, through foreclosure for delinquent real estate taxes. Peter and Deborah Grondin have requested acquisition of this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on January 29, 2018.

The vacant lot is located in the Cold Creek Crossing Subdivision and Mr. and Mrs. Grondin propose the construction of a single family residential structure on the parcel that will be owner occupied. Erie Shores Contracting, LLC will be contracted to construct a 1,720 sq. ft. home with an attached garage that will have three (3) bedrooms and two (2) baths.

Sale of lots in the Cold Creek Crossing Subdivision slowly came to a halt during the housing crisis of 2008 and soon thereafter, the development company quit paying property taxes and assessments. The Land Bank has acquired the remaining parcels consisting of forty six (46) parcels of vacant residential land and four (4) reserve areas. Subject to future City Commission approval, it is the Land Bank Committee's intent that a request for proposals (RFP) be issued for the Cold Creek Crossing Subdivision parcels in order to solicit a private developer to purchase the lots in bulk and complete the construction of the subdivision. However in the interim, the Land Bank Committee

does not want to impede progress and would like to be responsive to those that request to purchase a parcel at fair market value for new construction thereby putting the non-productive property back into tax producing status in a timely fashion.

The purchase price for the property will be twenty five thousand dollars (\$25,000.00), which is the fair market value that was determined by a market analysis performed by realtor John Bauer.

The sale of the parcel will provide new residential in-fill housing that will protect and enhance surrounding property values and will help work toward the completion of the Cold Creek Crossing Subdivision. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, cost of administrative staff time associated with the acquisition and sale of the property and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. Out of the remaining proceeds of the sale, sixteen thousand seven hundred forty seven dollars and ninety five cents (\$16,747.95) will be applied to the assessments on the property and the rest will be applied to the delinquent taxes.

The taxing districts will begin collecting real estate taxes of approximately five hundred forty seven dollars and eighty cents (\$547.80) per year for the vacant land, plus real property taxes that will be assessed at 35% of the appraised value of the new structure.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Peter and Deborah Grondin to sell the property no longer needed for any municipal purpose located at 910 South Meadow Drive, and further identified by the Auditor as Erie County Parcel No. 60-00043.075 for a purchase price of twenty five thousand dollars (\$25,000.00). Peter and Deborah Grondin are ready to proceed with the construction of the residence and would like to break ground as soon as possible, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 60-00043.075, LOCATED AT 910 SOUTH MEADOW DRIVE IN THE COLD CREEK CROSSING SUBDIVISION IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission previously authorized the acquisition of the property located at 910 South Meadow Drive, Parcel No. 60-00043.075 by Resolution No. 008-14R, passed on February 24, 2014, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Peter and Deborah Grondin have requested to purchase this vacant nonproductive land for the purpose to construct a single-family residential structure with three (3) bedrooms, two (2) bathrooms, and an attached garage; and

WHEREAS, a market analysis was performed on the property in which the estimated fair market value was determined to be \$25,000.00; and

WHEREAS, the Land Bank Committee met on January 29, 2018, and approved the acquisition and sale of this property to Peter and Deborah Grondin; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title search, closing cost, deed preparation, administrative staff time, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and any such costs will be recouped by the City upon sale; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate and allow the purchases to proceed with construction as soon as possible; and

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

in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 60-00043.075, located at 910 South Meadow Drive in the Cold Creek Crossing Subdivision, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal

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

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

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

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

Passed: February 26, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio hereinafter referred to as the "Seller" and Peter and Deborah Grondin, 4704 Venice Road, Sandusky, Ohio 44870 hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, one unimproved parcel of real property known as Lot Number Seventy-five (75) located on South Meadow Drive in the Cold Creek Crossing Subdivision, Sandusky, Ohio, and identified as Erie County Parcel No. 60-00043.075, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located on known as Lot Number Seventy-five (75) located on South Meadow Drive in the Cold Creek Crossing Subdivision, Sandusky, Ohio, shall be twenty five thousand dollars (\$25,000.00), which is not less than the fair market value.
3. Purchasers have read and fully understand the Deed Restrictions of the Cold Creek Subdivision filed for record at RN 200312407, Erie County, Ohio Records and agree to abide by the same. A copy of the Deed Restrictions are attached hereto and incorporated herein as Exhibit "B."
4. Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all of the Seller's interest in the Property. The Property shall be free and clear of liens, delinquent taxes and assessments, and penalties and interest upon transfer of title. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.

5. Purchasers shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "C", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchasers acquire title. If the Purchasers fail to complete construction within twelve (12) months from the date Purchasers acquire title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchasers.

6. The closing date of this transaction shall be no later than March 30, 2018 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency Inc., 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

5. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

6. On the closing date, the escrow agent shall first, pay to the Erie County Treasurer the balance of the future special assessments due on the Property out of the proceeds of the sale, and then file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the

parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

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

- 1) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchasers.
- 2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchasers in the manner described in this Agreement shall be paid by Purchasers.
- 3) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- 4) The cost of transfer and recording of the deed shall be paid by Purchasers.
- 5) Any tax imposed on the conveyance of title to the property to Purchasers shall be paid by Purchasers.
- 6) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchasers.

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

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

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before March 30, 2018, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any

representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

SIGNATURE PAGES TO FOLLOW

SELLER:

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 my official seal on the day and year aforesaid.

NOTARY PUBLIC

PURCHASERS:

Peter J. Grondin

Deborah A. Grondin

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 Peter J. Grondin and Deborah A. Grondin and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHBIT A

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

Being Lot Number Seventy-five (75) in Cold Creek Crossing Subdivision Phase I as recorded in Plat Volume 43, Pages 82 & 83, Erie County, Ohio Records.

Property Address: South Meadow Drive, Sandusky, Ohio 44870

Tax Mailing Address: 4704 Venice Road, Sandusky, Ohio 44870

DRAFT

MIDLAND TITLE SECURITY, INC.
490897

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

**DEED RESTRICTIONS
COLD CREEK SUBDIVISION
SANDUSKY, ERIE COUNTY, OHIO**

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

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

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

PROTECTIVE COVENANTS AND RESTRICTIONS

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

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

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

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

[Handwritten signature]

RECORDED
2003 JUN 27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ERIE COUNTY OHIO RECORDER
RN 200312407 Page 6 of 7

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

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

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

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

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

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

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

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

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

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

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Grantor: Cold Creek Development Co., Ltd.

Samara A. Pate

Joseph F. Yost III
Its: Managing Member

Duffield E. Milkie

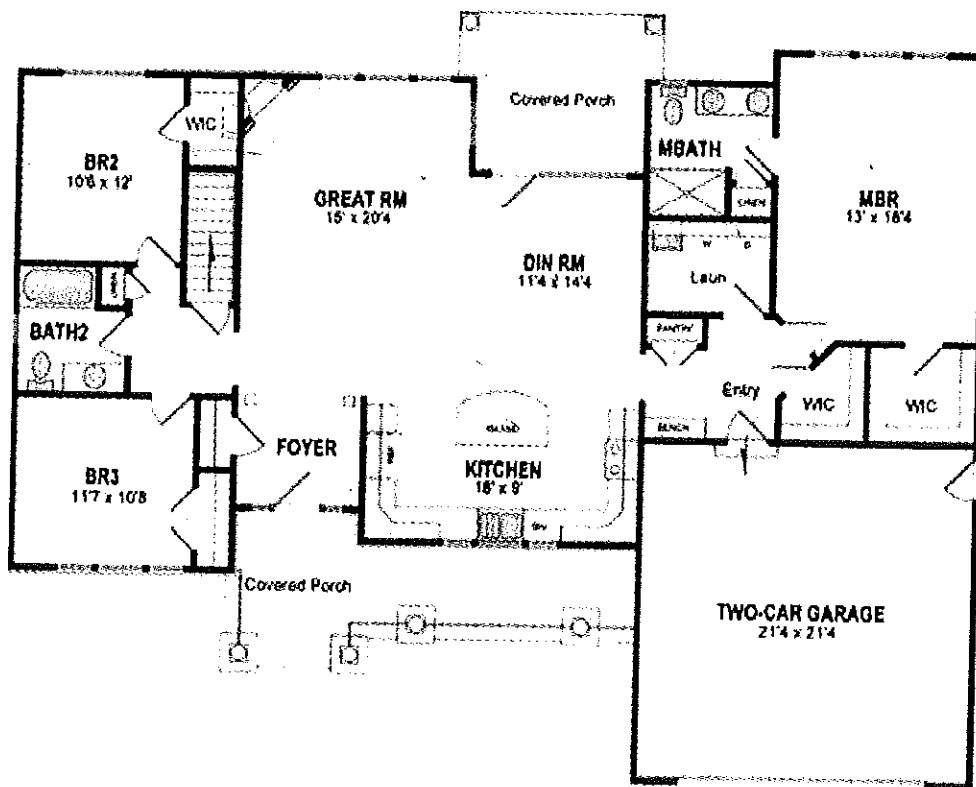
STATE OF OHIO)
) ss:
COUNTY OF BRIE)

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

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

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

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



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Erie County GIS



Notes



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Todd Gibson, Properties and Facilities Superintendent

Date: February 13, 2018

Subject: **Commission Agenda Item – Change Order to the Refuse/Recycling Collection on City Property**

ITEM FOR CONSIDERATION: Requesting legislation, approving a First Change Order to the contract for Refuse/Recycling Collection on City Property with Republic Services, of Sandusky Ohio for year two (2018) of the contract.

BACKGROUND INFORMATION: Ordinance 17-037 was approved, awarding a contract to Republic Services in an amount not to exceed of \$89,466.51. The original contract costs breakdown has been outlined below:

3/1/17 - 2/28/18	Year One, Option A November 1st through March 31st - \$1,496.49 per month (5 months) April 1st through October 31st - \$5,596.48 per month (7 months) Year One Total - \$46,657.81
3/1/18 - 2/28/19	Year Two, Option A November 1st through March 31st - \$1,656.82 per month (5 months) April 1st through October 31st - \$4,932.08 per month (7 months) Year Two Total - \$42,808.70

Year Two was lower than Year One because some of the trash receptacles downtown were removed. After further review City staff has recommended to keep the original refuse schedule as Year One to ensure proper collection at all locations. Since the original proposal by Republic Services incorporated an increased cost of 4% for Year Two, the cost for the second year would increase \$5,715.42. This would adjust Year Two to \$48,524.12, which will revise the contract amount to \$95,181.93.

BUDGET IMPACT: The cost of refuse and recycling pick-up and disposal is paid through the General Fund, Recreation Fund, and Water Fund based on the usage (number of pickups per week and the container size). The original contract with Republic Services was \$89,466.51 and with the addition of this First Change Order in the amount of \$5,715.42, the revised contract amount is \$95,181.93. All costs have been included in Contractual Services portions of the Operations and Maintenance budgets for the respective departments.

ACTION REQUESTED: It is requested that the First Change Order to the contract with Republic Services for the Refuse/Recycling Collection on City Property CY 2017 – 2018 in amount of \$5,715.42 be approved, revising the total to \$95,181.93. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to approve the change order prior to March 1, 2018, which begins year two of the contract and to avoid any interruption of the services currently being provided.

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

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PUBLIC WORKS

Project: Refuse/Recycling Collection on City Property CY 2017 - 2018

Construction Work Order No.: 1

CONTRACT: 2877

ORDINANCE NO. 17-037

**Contractor: Browning-Ferris Industries of Ohio, Inc.
DBA Republic Services
4005 Tiffin Ave
Sandusky, OH 44870**

STREET OR LOCATON OF WORK:

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

[illegible]

Explanation: (Adjust cost for year two services from 3/1/18 to 2/28/19 to add in downtown receptacles.

Total Difference	\$ 5,715.42
-------------------------	-------------

Accepted: [Signature] Date: FEBRUARY 15, 2018
Contractor

Accepted: _____ Date: _____, 2018
Director of Public Works

Original Contract Price =	\$	89,466.51
Contract Price after CO1 =	\$	95,181.93
% Increase =		6.4%
Original Budget/Estimate =	\$	89,466.51
% Increase =		6.4%

**CITY OF SANDUSKY
REFUSE COLLECTION ON CITY PROPERTY
PICK-UP SCHEDULE FOR CONTAINERS**

YEAR 1 OPTION A			April 1st - October 31st									November 1st - March 31st										
DESCRIPTION	Dumpster		No. of Totters	No. of Cans	MON	TUE	WED	THUR	FRI	SAT	Dumpster		No. of Totters	No. of Cans	MON	TUE	WED	THUR	FRI	SAT	Address	
	No.	Size									No.	Size										
Fire House No. 1	1	4 cubic	1	0		X					1	4 cubic	1	0		X					600 W. Market St.	
*Fire House No. 1 Recycling			2	0		X							2	0		X					600 W. Market St.	
Fire House No. 3	1	2 cubic	1	0					X		1	2 cubic	1	0					X		2034 Fifth St.	
*Fire House No. 3 Recycling			1	0					X				1	0					X		2034 Fifth St.	
Fire House No. 7	1	2 cubic	0	0	X						1	2 cubic	0	0	X						3816 Venice Rd.	
*Fire House No. 7 Recycling			1	0	X								1	0	X						3816 Venice Rd.	
Daily Pick-up																						
Jackson Street Pier			0	5	X	X	X	X	X	X			0	5		X			X		233 E. Shoreline	
Peddler's Alley			0	1	X	X	X	X	X	X			0	1		X			X			
Downtown Business District			0	24	X	X	X	X	X	X			0	24		X			X			
Washington Parks			0	10	X	X	X	X	X	X			0	10		X			X		200 Washington St.	
Veterans Park			0	1	X	X	X	X	X	X			0	1		X			X		Intersection of Jackson and Decatur	
Wade Dauch Park			0	2	X	X	X	X	X	X			0	2		X			X		Intersection of Huron Ave and Wayne	
Facer Park			0	1	X	X	X	X	X	X			0	1		X			X		255 Water St.	
Shoreline Park	1	6 cubic	6	17	X	X	X	X	X	X			6	17		X			X		411 E. Water St.	
Zone 1 Pick-up																						
Dorn Park	1	4 cubic	13	0	X					X			1	0	X						699 Bardshar Rd	
Venice Park			2	0	X					X			1	0	X						701 Bardshar Rd	
Service Complex	2	6 cubic	0	0	X						2	6 cubic	0	0	X						1024 Cement (enter on Marquette)	
Lions Park	1	2 cubic	7	3	X		X		X				3	3	X						421 LaSalle St.	
" "	1	6 cubic	0	0	X		X		X				0	0							421 LaSalle St.	
Wilbert St. Park			1	0	X								1	0	X						2002 Tiffin Ave.	
Churchwell Park			1	0	X				X				1	0	X						1607 S. Forest	
Golf Course	1	2 cubic	2	0	X				X		1	2 cubic**	1	0	X						1933 Mills St.	
Amvets League	1	2 cubic	2	0	X				X				0	0							1707 W. Adams St	
Sprau Park			6	0	X				X				1	0	X						1707 W. Adams St	
City Boat Ramp	1	4 cubic	6	0					X				3	0					X		101 Shelby St.	
Paper District Marina	1	4 cubic	2	0	X				X				0	0							611 W. Shoreline	
* Paper District Recycling	1	4 cubic	0	0									0	0							611 W. Shoreline	
Zone 2 Pick-up																						
Central Park			3	0	X		X		X				3	0	X						600 Block of Central Ave	
Greenhouse	1	2 cubic	0	0		X					1	2 cubic	0	0		X					601 Franklin St	
Monroe Parking Lot			0	1		X			X				0	1		X					Across from 601 Franklin St.	
Huron Play Park			3	0	X		X		X				1	0		X					600 Block Huron Ave	
Huron Park Splash Pad			2	2	X		X		X				0	1		X					600 Block Huron Ave	
Schirg Park			1	0	X		X		X				0	0							600 Block Huron Ave	
City Hall	1	4 cubic	2	0		X					1	4 cubic	2	0		X					222 Meigs St	
*City Hall Recycling	1	4 cubic	0	0		X					1	4 cubic	0	0		X					222 Meigs St	
Sandusky Bay Pavilion	1	4 cubic	6	1	X			X					0	1							605 E. Water St	
Skateboard Park			0	2		X			X				0	2		X					222 Meigs St	
Washington Street Pier			0	2		X			X				0	2		X					Behind 222 Meigs St.	
Zone 3 Pick-up																						
Schaeffer Park			2	0	X		X		X				0	0							2107 Hayes Ave	
Zone 4 Pick-up																						
Wightman-Wieber Park	1	2 cubic	3	0		X			X				1	0					X		Baltimore St	
Jaycee Park South	1	2 cubic	6	0		X							1	0				X			Corner of Boalt Ln. and Lane St.	
Oakland Cemetery	1	4 cubic	0	0		X					1	4 cubic	0	0				X			2917 Milan Rd.	
Zone 5 Pick-up																						
Big Island Water Works	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St	
Water Distribution	1	4 cubic	1	0					X		1	4 cubic	1	0					X		2425 First St	
Kiwanis Softball	1	2 cubic	2	0					X				0	0							2227 First St	
Farwell Park	1	2 cubic	4	0		X			X				1	0					X		1800 Block Fifth St	
Orlando Pace Park			1	0		X			X				1	0					X		1130 Wamajo	
Foxborough Park			3	0		X			X				1	0					X		2040 Foxborough	
Totals	25		94	72							12		37	71								

*Recycling

** Remove Dumpspter December 1st

Price for extra Dumpsters needed for special events

2 yd

4 yd

6 yd

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK TO BE PERFORMED BY REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR REFUSE / RECYCLING COLLECTION ON CITY PROPERTY FOR THE PERIOD OF MARCH 1, 2018, THROUGH FEBRUARY 28, 2019, IN THE AMOUNT OF \$5,715.42; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized and directed the City Manager to enter into a contract with Republic Services of Sandusky, Ohio, for refuse / recycling collection on City property for the period of March 1, 2017, through February 28, 2019, by Ordinance No. 17-037, passed on February 27, 2017; and

WHEREAS, the contract with Republic Services provided for the pickup of dumpsters and toters spread over five (5) zones in the City for the period of March 1, 2017, through February 28, 2018, at a cost of \$46,657.81 and for the period of March 1, 2018, through February 28, 2019, at a cost of \$42,808.70; and

WHEREAS, the second year of the contract provided for less trash receptacles downtown and after review by City Staff it is recommended to continue with the same schedule as provided in the first year and this First Change Order reflects the additional cost for the additional services; and

WHEREAS, the original contract with Republic Services was \$89,466.51 and with the addition of this First Change Order in the amount of \$5,715.42, the revised contract amount is \$95,181.93 and the cost of this change order will be paid with General, Recreation, and Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve this First Change Order prior to March 1, 2018, which begins the second year of the contract and to avoid any interruption of the services currently being provided; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work to be performed for refuse / recycling collection

on City property for the period of March 1, 2018, through February 28, 2019, in an amount **not to exceed** Five Thousand Seven Hundred Fifteen and 00/100 Dollars (\$5,715.00) resulting a revised contract cost of Ninety Five Thousand One Hundred Eighty One and 93/100 Dollars (\$95,181.93) with Republic Services of Sandusky, Ohio.

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

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

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

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

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

Passed: February 26, 2018



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

Website: www.ci.sandusky.oh.us
Facebook: www.facebook.com/sanduskypolice

To: Eric Wobser, City Manager
From: John Orzech, Chief of Police
Date: February 15, 2018
Subject: Commission Agenda Item

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of unneeded items, pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The items below have been determined by the Police Department to be beyond their useful life or of no use to the City and is recommending the items be declared obsolete, unnecessary and unfit for City use. It is requested the items be disposed of in a safe and proper manner.

Forty (40) – nylon duty belts

Three (3) – nylon drop holster

Thirty Three (33)-double mag holders

Thirteen (13) - waistband holsters

Fifty-three (53) – belt keepers

Six (6) – belt, double mag holder, cuff case, and holsters combinations

Three (3) – cuff cases

Eleven (11) – belt, mag holder, holster combinations

Two (2) – belt and holster combinations

Twenty (20) – radio holders

Five (5) – belt swivels

Eighteen (18) – belt, mag holder, cuff case, and holster combinations

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®



SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

222 MEIGS STREET
SANDUSKY, OH 44870
Phone: 419.627.5869
FAX: 419.627.5862

Website: www.ci.sandusky.oh.us
Facebook: www.facebook.com/sanduskypolice

Two (2) – riot helmets with face shields

Thirteen (13)–Kenwood microphones

Sixty-three (63)–Kenwood battery chargers

Fifty-four (54)–radio holders

Sixteen (16)–Taser X26

Sixty-eight (68)–Taser holsters

One (1)–Taser camera

Thirty-two (32)–Ballistic vests

Four (4)–Bike Helmets

Fifty-five(55)-M3 gun lights

One (1)- 165 pound dummy

BUDGETARY INFORMATION: There is NO budgetary impact stemming from this disposal.

ACTION REQUESTED: It is requested the attached legislation be approved authorizing the disposal of the equipment listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the items to be disposed of at the earliest opportunity.

Approved:

John Orzech,
Chief of Police

Eric Wobser,
City Manager

SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT 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 Police Department has determined that the following miscellaneous items 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:

<u>Quantity</u>	<u>Item</u>
Forty (40)	nylon duty belts
Three (3)	nylon drop holster
Thirty Three (33)	double mag holders
Thirteen (13)	waistband holsters
Fifty-three (53)	belt keepers
Six (6)	belt, double mag holder, cuff case, & holsters combinations
Three (3)	cuff cases
Eleven (11)	belt, mag holder, holster combinations
Two (2)	belt and holster combinations
Twenty (20)	radio holders
Five (5)	belt swivels
Eighteen (18)	belt, mag holder, cuff case, and holster combinations
Two (2)	riot helmets with face shields
Thirteen (13)	Kenwood microphones
Sixty-three (63)	Kenwood battery chargers
Fifty-four (54)	radio holders
Sixteen (16)	Taser X26
Sixty-eight (68)	Taser holsters
One (1)	Taser camera
Thirty-two (32)	Ballistic vests
Four (4)	Bike Helmets
Fifty-five (55)	M3 gun lights
One (1)	165 pound dummy

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 items to be declared unnecessary and unfit for City use and disposed of at the earliest opportunity; and

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

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

Section 1. This City Commission finds and determines that the personal property described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property 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: February 26, 2018



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: February 15, 2018
Subject: Commission Agenda Item – Encroachment Licenses

Items for Consideration: Legislation approving three (3) new encroachment licenses for HavinFun, LLC for the property located at 101 E. Water Street.

Background Information: The City historically provided three (3) encroachment licenses for the property located at 101 E. Water Street to the then owners, 101 Water Street, LLC. These licenses were approved on and permitted the following:

- (1) 2009 – encroachment license to construct a raised patio to accommodate outdoor dining, which was subsequently constructed.
- (2) 2010 – encroachment license to construct and install awnings on the front of the building along E. Water Street which were subsequently constructed.
- (3) 2011 – encroachment license to construct a ground level patio area that is accessible from the existing deck/patio to accommodate additional outdoor dining and to develop a fenced area around the outdoor dining area along Shoreline Drive – which was never constructed.

The three (3) encroachment licenses were assigned in 2015 from 101 Water Street, LLC to Sandusky 101 Water, LLC – with the intentions of the new owner opening a bar and restaurant known as The Leaking Boot. Sandusky 101 Water, LLC has sold 101 E. Water Street to HavinFun, LLC – who would desire to maintain all three (3) encroachment licenses.

As currently written, the encroachment licenses do not run with the land and are only considered temporary, and based on the sale, are no longer in place. Further, since these encroachment licenses were already assigned once in 2015, it is the staff's recommendation to do three (3) new encroachment licenses identical to the original ones approved in 2009, 2010, and 2011 respectively.

Budgetary Information: There are no budgetary impacts resulting from this legislation.

Action Requested: It is requested that the proper legislation be prepared to approve three (3) new encroachment licenses for the property located at 101 E. Water for HavinFun, LLC and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the new owner to commence plans for the 2018 season.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HAVINFUN, LLC, 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 RETAINING A RAISED PATIO AREA FOR OUTDOOR DINING; 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 owner, HavinFun, LLC, to retain and maintain a raised patio area constructed for the purposes of accommodating outdoor dining on City right-of-way located on the east side of Columbus Avenue; 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 new property owner to retain and maintain the encroachment and raised patio area previously constructed 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with HavinFun, LLC, 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: February 26, 2018

**GRANT OF A LICENSE FOR
ENCROACHMENT ON THE EAST SIDE
OF COLUMBUS AVENUE 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 HavinFun, LLC ("Licensee") whose tax mailing address is 161 Sunset Drive, Sandusky, Ohio, 44870, 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 Columbus Avenue, 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 east side of the Columbus Avenue right-of-way located at 101 E. Water Street.

C. Licensee desires to retain and maintain the existing raised patio for the purposes to accommodate outdoor dining within the Owner's right-of-way in relation to the Licensee's property located at 101 E. Water Street, Sandusky, Ohio, and as more fully described in Exhibits "A", "B" and "C" 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 license to maintain the encroachment for so long as Licensee remains the owner of the property to the east side of the Columbus Avenue right-of-way and provided the encroachment is not substantially altered and is maintained for the purpose of accommodating outdoor dining and in compliance with all legal requirements including those established for

outdoor dining facilities within the City of Sandusky, State of Ohio.

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

1. The City grants to Licensee the license and permission to retain and maintain the encroachment as more fully described in Exhibits "A", "B", and "C" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee, or an assignee approved by the City, remains the owner of real property located at 101 E. Water Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee, or approved assignee, complies with all applicable legal requirements including those established for outdoor dining facilities within the City of Sandusky, State of Ohio. The City grants to Licensee the right to assign this license to an assignee approved by the City. Licensee acknowledges that this grant of a license is terminable by the City in the event that Licensee, or an approved assignee, does not continue to meet these conditions;

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, including landscaping, for use in conjunction with Licensee's property located at 101 E. Water 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. The License granted by this Agreement is subject to a permanent easement in favor of the City for maintenance of any utility lines, any irrigation lines and valves, and any other underground lines that may exist within the right-of-way encroachment property;

5. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City in the event that Licensee, or approved assignee, does not continue to meet the conditions set forth in this Agreement.

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: HAVINFUN, LLC

David R. Bier, Owner

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named David R. Bier, Owner of HavinFun, LLC, 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:

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 right of way of Columbus Avenue (165 feet in width) between Water St. and Shoreline Dr. lying between Schade-Mylander Plaza, RN 9908618 and lands of Michael P. and Sally J. McCune in Lot 60 Water Street, RN 200809788, all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Beginning, for reference, at a iron pin found in a monument box marking the intersection of centerlines of Columbus Avenue and Water Street; thence, North 65°48'00" East with the centerline of Water Street, a distance of 80.89 feet to a point; thence, North 24°12'00" West, a distance of 57.12 feet to the **True Point of Beginning** for this description;

Thence, North 24°12'00" West with the westerly edge of a building, a distance of 60.00 feet to a point in the southerly right of way line of Shoreline Drive;

Thence, South 65°48'00" West with the southerly right of way line of Shoreline Drive, a distance of 10.00 feet to a point;

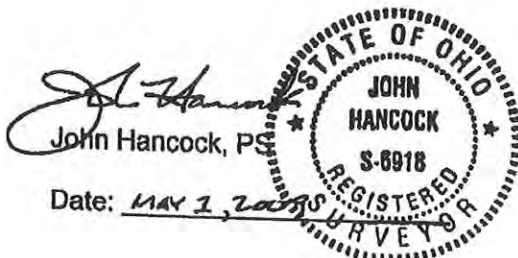
Thence, South 24°12'00" East through the aforementioned lands of Schade-Mylander Plaza, a distance of 60.00 feet to a point;

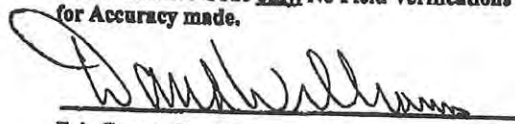
Thence, North 65°48'00" East, a distance of 10.00 feet to the point of beginning, containing 600 square feet of land, more or less, subject to easements for utilities within Schade-Mylander Plaza.

This description was prepared by John Hancock, PS No. 6918 from a survey conducted in February, 2009. Bearings herein are based on the centerline of Water Street bearing North 65°48'00" East.

John Hancock & Associates, Inc.

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




Erie County Engineer
Date: 5/04/09

File server/projects/173909/1739legal.doc



EAST SIDE COLUMBUS AVE. R/W
CITY OF SANDUSKY, ERIE COUNTY, OHIO
WARD 1

SHORELINE DR. (80')



SCALE: 1" = 20'

COLUMBUS AVE.

LEASE AGREEMENT
600 SQ. FT.

S 65°48'00" W
10.00'

60

MICHAEL P. & SALLY J. McCUNE
RN#200809788

101 WATER ST. LLC

SCHADE--MYLANDER PLAZA
ORD.#99-169
RN#9908618

EXISTING BUILDING ENCHROACHES
ON PROPERTY BY $\pm 1.6'$

N 65°48'00" E
10.00'

68.25' PER ORD#99-169

N 65°48'00" E 80.89' (C)

WATER ST. (74.25')

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

Erle County Engineer
Date:

**SURVEY FOR:
CITY OF SANDUSKY
222 MEIGS STREET
SANDUSKY, OH 44870**

WAYNE ST

BEARINGS HEREON ARE BASED UPON A
ASSUMED BEARING OF N 65°48'00" E
FOR THE CENTERLINE OF WATER STREET.

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.

JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

REVISED DATE: APRIL 13, 2009
JOB NO.: 173909 DWG NO.:
SURV'D: JAG DRAWN: JAG

DRAWN: JAG

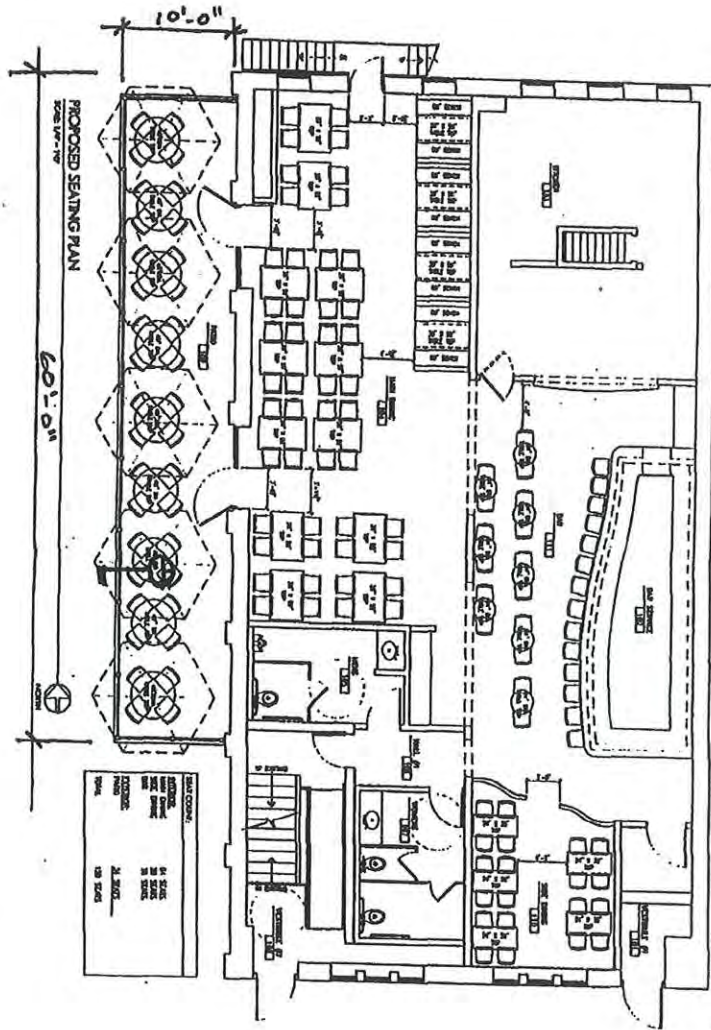
STATE OF OHIO
JOHN
HANCOCK
8-6918
REGISTERED
No. 1334-5008
INDV EY

John Hancock & Associates

INCORPORATED
ENGINEERS - SURVEYORS
MARKET STREET SANDUSKY, OHIO 44870
(419) 825-7831

EXHIBIT

REF



PRELIMINARY - NOT FOR
CONSTRUCTION

VAS ARCHITECTURE LTD.
318.400.7817
7079 CEDAR ST.
CHAGRIN FALLS, OH
44022

101 WATER ST.
SANDUSKY, OH

SEATING PLAN

EXHIBIT
"C"

2/5

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HAVINFUN, LLC, 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 RETAINING EXISTING AWNINGS; 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 owner, HavinFun, LLC, to retain and maintain awnings installed on the front of the building at 101 E. Water Street, on City right-of-way located on the north side of Water 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 new property owner to retain and maintain the encroachment and awnings previously 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with HavinFun, LLC, 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: February 26, 2018

**GRANT OF A LICENSE FOR
ENCROACHMENT ON THE NORTH SIDE
OF WATER 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 HavinFun, LLC ("Licensee") whose tax mailing address is 161 Sunset Drive, Sandusky, Ohio, 44870, 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 Water 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 north side of Water Street right-of-way located at 101 E. Water Street.

C. Licensee desires to retain and maintain the existing awnings within the Owner's right-of-way in relation to the Licensee's property located at 101 E. Water Street, Sandusky, Ohio, and as more fully described in Exhibits "A", "B" and "C" 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 license to maintain the encroachment for so long as Licensee, or its approved assignee, remains the owner of the property to the north side of the Columbus Avenue 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 retain and maintain the encroachment as more fully described in Exhibits "A", "B", and "C" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee, or an assignee approved by the City, remains the owner of real property located at 101 E. Water Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee, or approved assignee, complies with all applicable legal requirements within the City of Sandusky, State of Ohio. The City grants to Licensee the right to assign this license to an assignee approved by the City. Licensee acknowledges that this grant of a license is terminable by the City in the event that Licensee, or an approved assignee, does not continue to meet these conditions;

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 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 City in the event that Licensee, or approved assignee, does not continue to meet the conditions set forth in this Agreement.

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: HAVINFUN, LLC

David R. Bier, Owner

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named David R. Bier, Owner of HavinFun, LLC, 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:

Instrument prepared by:

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

LEGAL DESCRIPTION

LICENSE FOR ENCROACHMENT OVER AND ABOVE

Situated in the City of Sandusky, County of Erie, State of Ohio, First Ward, and being in the North right-of-way of Water Street, being describe as follows.

Commencing at a 1 inch iron pipe found marking the centerline intersection of Water Street (74.25 feet wide) and with the centerline intersection of Columbus Avenue (165.00 feet wide); Thence North 89°54'00"East along the centerline of Water Street a distance of 82.50 feet to a point; Thence North 00°10'00"West a distance of 32.62 feet to The Place of Beginning:

- (1.) Thence continuing North 00°10'00"West a distance of 4.50 feet to the northerly right-of-way line of said Water Street;
- (2.) Thence North 89°54'00"East along said northerly right-of-way line of Water Street a distance of 41.54 feet to a point;
- (3.) Thence South 00°10'00"East in said northerly right-of-way of Water Street a distance of 4.50 feet to a point;
- (4.) Thence South 89°54'00"West through said northerly right-of-way a distance of 41.54 feet to The Place of Beginning, containing 186.93 square feet, more or less, but subject to all easements and restrictions record.

The above description was based on prior deeds and maps of record.
(N89°54'00"E) assumed bearing used for the centerline of Water Street.

Rudy O. Hartung
Rudy O. Hartung P.S. 8164
February 2010.



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

[Signature]
Erie County Engineer
Date: 3/01/10

EXHIBIT

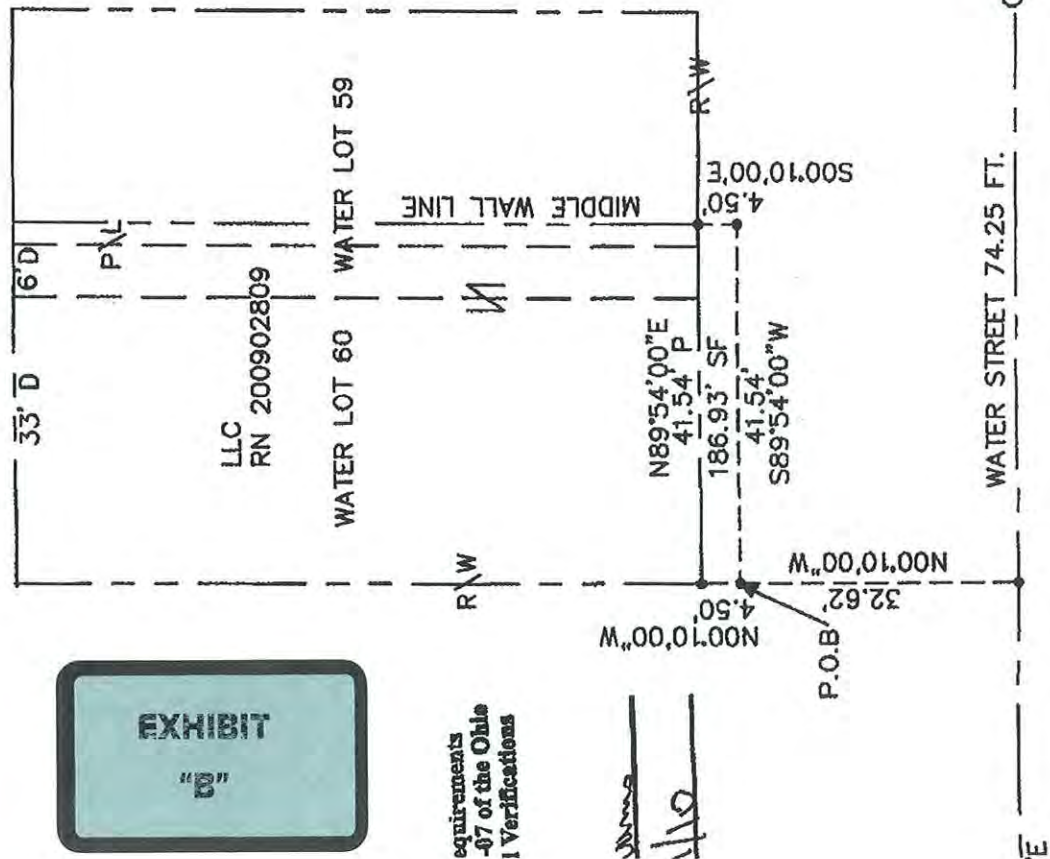
"A"

PLAT OF SURVEY

LICENSE FOR ENCROACHMENT
 RTH SIDE OF WATER STREET
 TY OF SANDUSKY-COUNTY OF ERIE
 ATE OF OHIO, FIRST WARD.



ASSUMED NORTH



EXHIBIT

"B"

N89°54'00"E A ASSUMED BEARING
 USED FOR CENTERLINE REFERENCE
 WATER STREET.

SCALE 1 INCH = 20 FT.

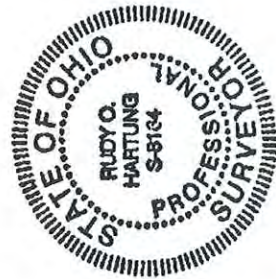
D= DEED RECORD

P = PLAT RECORD

C.A. JUDSON SURVEY 1923

REFERENCE USED:
 OR 432, PG. 909

ADDRESS
 101 WATER ST.



THE ABOVE SURVEY WAS BASED
 ON PRIOR DEEDS AND MAPS
 OF RECORD ONLY.

Rudy O. Hartung
 RUDY O. HARTUNG PS 8164
 FEBRUARY 2010

equipment's
 -67 of the Ohio
 1 Verifications

SCALE: $1/4" = 1^{\circ}-0''$

EXISTING ADJACENT BUILDING

17-1

NEW ALUM. STORE FRONT WINDOWS & DOORS
WINDOWS TO BE SELECTED BY OWNER &
COORDINATED WITH ARCHITECT. KEEP EXISTING LEAD
PAINTED WINDOWS BEHIND ALUM. WINDOWS.

NEW CONCRETE FINISHES
BOTTOM OF FOOTING TO BE MIN 48" BELOW GRADE.
COORDINATE WITH STRUCTURAL DRAWINGS. SHOWN
HERE FOR REFERENCE ONLY

NEW PRY-FINGERPRINT COORDINATE:
SEE DETAIL. ---

NEW 80% FIBREGLASS FIBRE
SUE DETAIL ---

NEW ALUM. CLAD HISTORIC WINDOWS:
WINDOWS TO BE PLACED IN EXISTING OPENINGS.
WINDOWS TO BE SELECTED BY OWNER AND
COORDINATED WITH ARCHITECT. SEE WINDOW
SCHEDULE. (TYPICAL OF ALL 2ND & 3RD FLOOR
WINDOWS ON SOUTH FACADE UNLESS OTHERWISE
NOTED)

FINISH AND FLOOR GLEY.

NEW EXTERIOR LIGHT FIXTURES:
HISTORIC GUARDSHIP CAMP FIXTURE TO BE SELECTED
BY OWNER AND VOTED UPON ARCHITECT FOR
APPROVAL. COORDINATE LOCATION WITH ELECTRICAL
DRAWINGS (DPT. OF 8 ON SOUTH ELEVATION)

NEW SKILL PLACEMENTS.
SELECTION & ORDER SELECTED BY OWNER AND
POWERED WITH PROJECT FOR APPROVAL. C.C. TO
PROVIDE BLOCKING/REWORKING FOR SERVICE
REGISTRATION C.C. TO COMBINE W/ SOURCE
COMPANION FOR BLOCKING & REWORK REQUIREMENTS
LOCATIONS, & ATTACHMENT DETAILS.

THESE 200 9.0000 0.0000

NEW TRENCH DRIVING WITH CALIBRATED ALUM. STEEL
PIPE SUPPLIED & INSTALLED BY SHAWNEE/PAVING
CONTRACTOR. COLOR SELECTION BY OWNER AND TO
BE APPROVED BY ARCHITECT. CONTRACTOR TO
SUBMIT SHOP DRWS. FOR APPROVAL PRIOR TO
CONSTRUCTION. CONTRACTOR TO FIELD VERIFY EXISTING
CONDITIONS PRIOR TO FABRICATION AND TO INSTALL
WATER STOPPING FOR INSULATION.

NEW MOUNTAIN RAILING SYSTEMS

THE HOUSE OF COMMONS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HAVINFUN, LLC, 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 RETAINING A GROUND LEVEL PATIO AREA FOR ADDITIONAL OUTDOOR DINING; 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 owner, HavinFun, LLC, to retain and maintain a ground level patio area constructed for the purposes of accommodating additional outdoor dining on City right-of-way located on the east side of Columbus Avenue; 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 new property owner to retain and maintain the encroachment and ground level patio area previously constructed 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with HavinFun, LLC, 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: February 26, 2018

**GRANT OF A LICENSE FOR
ENCROACHMENT ON THE EAST SIDE
OF COLUMBUS AVENUE 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 HavinFun, LLC ("Licensee") whose tax mailing address is 161 Sunset Drive, Sandusky, Ohio, 44870, 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 Columbus Avenue, 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 east side of the Columbus Avenue right-of-way located at 101 E. Water Street.

C. Licensee desires to retain and maintain the existing ground level patio area for the purposes to accommodate additional outdoor dining within the Owner's right-of-way in relation to the Licensee's property located at 101 E. Water 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 license to maintain the encroachment for so long as Licensee remains the owner of the property to the east side of the Columbus Avenue right-of-way and provided the encroachment is not substantially altered and is maintained for the purpose of accommodating outdoor dining and in compliance with all legal requirements including those established for

outdoor dining facilities within the City of Sandusky, State of Ohio.

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

1. The City grants to Licensee the license and permission to retain and 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, or an assignee approved by the City, remains the owner of real property located at 101 E. Water Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee, or approved assignee, complies with all applicable legal requirements including those established for outdoor dining facilities within the City of Sandusky, State of Ohio. The City grants to Licensee the right to assign this license to an assignee approved by the City. Licensee acknowledges that this grant of a license is terminable by the City in the event that Licensee, or an approved assignee, does not continue to meet these conditions;

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, including landscaping, for use in conjunction with Licensee's property located at 101 E. Water 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. The License granted by this Agreement is subject to a permanent easement in favor of the City for maintenance of any utility lines, any irrigation lines and valves, and any other underground lines that may exist within the right-of-way encroachment property;

5. This Agreement shall not be construed to run with the land and is only a temporary license, terminable at the will of the City in the event that Licensee, or approved assignee, does not continue to meet the conditions set forth in this Agreement.

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: HAVINFUN, LLC

David R. Bier, Owner

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named David R. Bier, Owner of HavinFun, LLC, 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:

Instrument prepared by:

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

EXHIBIT**"A"****LEGAL DESCRIPTION
ENCROACHMENT LICENSE AGREEMENT**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the right-of-way of Columbus Avenue (165 feet in width) north of Water St. and part of the right-of-way of Shoreline Drive north of Lot 60 Water St., all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Beginning, for reference, at an iron pin found in a monument box marking the intersection of centerlines of Columbus Avenue and Water Street; thence, North $65^{\circ}48'00''$ East with the centerline of Water Street, a distance of 80.89 feet to a point; thence, North $24^{\circ}12'00''$ West, a distance of 37.12 feet to the northerly right-of-way line of Water Street and the **True Point of Beginning** for this description;

Thence, North $24^{\circ}12'00''$ West through the right-of-way of Columbus Avenue and with the westerly edge of a building, a distance of 20.00 feet to a point;

Thence, South $65^{\circ}48'00''$ West through the right-of-way of Columbus Avenue and with an area previously granted as an encroachment license from the City of Sandusky to 101 Water Street LLC, RN #201003837, a distance of 10.00 feet to a point;

Thence, North $24^{\circ}12'00''$ West through said lands and with said area, a distance of 60.00 feet to a point in the southerly right-of-way line of Shoreline Drive;

Thence, North $65^{\circ}48'00''$ East with the southerly right-of-way line of Shoreline Drive and the northerly line of Lot 60 Water St., a distance of 26.00 feet to a point;

Thence, North $24^{\circ}12'00''$ West through the right-of-way of Shoreline Drive, a distance of 4.00 feet to a point;

Page 2 of 2
Encroachment License Agreement

Thence, South 65°48'00" West through said right-of-way, a distance of 6.51 feet to a point;

Thence, North 47°13'55" West through said right-of-way, a distance of 24.86 feet to a point;


Thence, South 65°48'00" West through said right-of-way, a distance of 12.40 feet to a point in the northerly projection of the easterly line of lands of Schade-Mylander Plaza, RN 9908618;


Thence, South 24°12'00" East with the aforementioned northerly projection and with lands of Schade-Mylander Plaza, a distance of 106.88 feet to a point on the northerly right of way line of Water Street;

Thence, North 65°48'00" East with said right of way, a distance of 12.64 feet to the point of beginning, containing 920 square feet of land, more or less, subject to an easement for operation and maintenance of existing utilities.

This description was prepared by John Hancock, PS No. 6918 from a survey conducted in February, 2009. Bearings herein are based on the centerline of Water Street bearing North 65°48'00" East.

John Hancock & Associates, Inc.


John Hancock, PS
Date: MAY 27, 2011



File server/projects/173909/1739legal3.doc

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


Erie County Engineer
Date: 6/21/11

ENCROACHMENT LICENSE AGREEMENT

EAST SIDE COLUMBUS AVE. R/W, WARD 1
CITY OF SANDUSKY, ERIE COUNTY, OHIO
SHORELINE DR. (80')



SCALE: 1" = 20'

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

Erie County Engineer
Date: 6/20/11

COLUMBUS AVE.

SCHADE-MYLANDER PLAZA
ORD.#99-169
RN#9908618

PROPOSED
ENCROACHMENT
AGREEMENT
920 SQ. FT.

EXISTING
LANDSCAPE
WALL

CONCRETE
WALKWAY

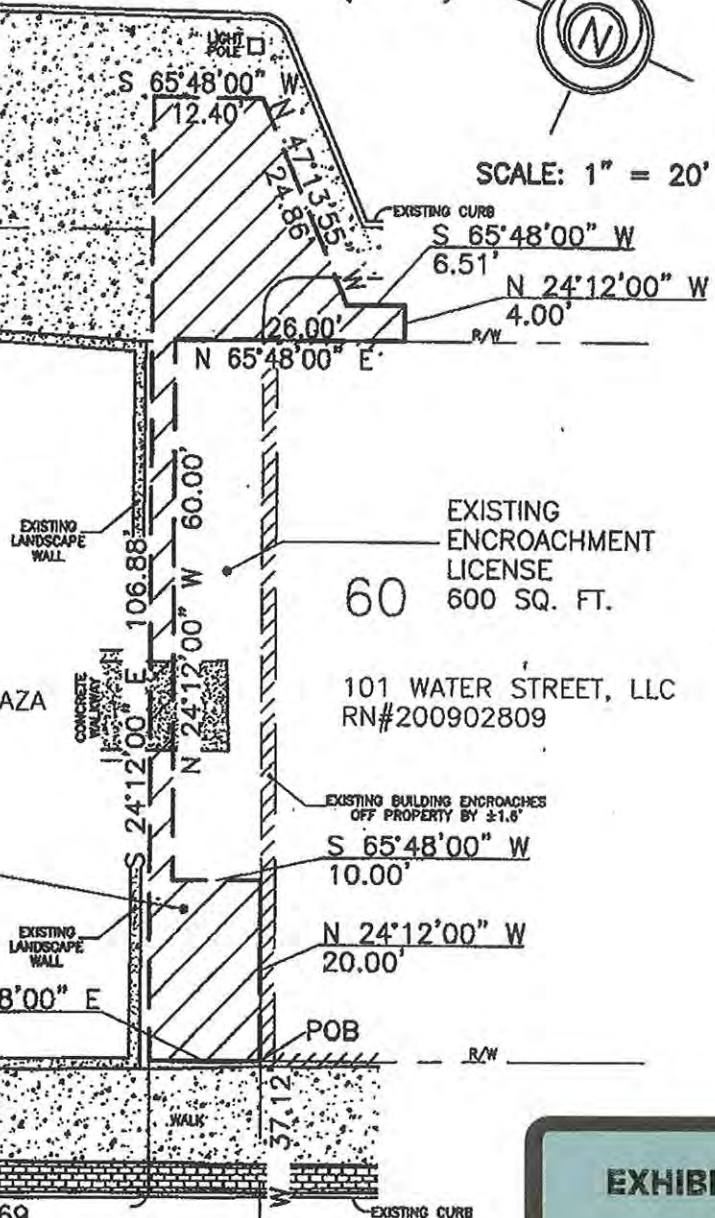
EXISTING
LANDSCAPE
WALL

N 65°48'00" E
12.64'

68.25' PER ORD#99-169

N 65°48'00" E 80.89' (C)

WATER ST. (74.25')



EXHIBIT

MON BOX
FOUND

BEARINGS HEREON ARE BASED UPON A
ASSUMED BEARING OF N 65°48'00" E



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: February 13, 2018

Subject: Commission Agenda Item - Demand Response Agreement at BIWW

ITEM FOR CONSIDERATION: Agreement for Professional Services with Direct Energy Business, LLC for the Demand Response Program.

BACKGROUND INFORMATION: Periodically the power grid operated by PJM Interconnection reaches maximum capacity, or peak demand, causing power failures within that grid. This is not uncommon during peak usage hours on warm summer days. As a response to this, energy brokers have developed a reimbursement plan for large energy users that would pay that large user, like the Big Island Water Works (BIWW), to operate their facility through their onsite back-up system. This response to increased demand, termed load reduction, can be quantified yielding a demand response payment.

At BIWW, this emergency back-up system uses diesel fuel and is designed to operate the entire facility given particular circumstances. The proposal is that the BIWW operators would transfer power supply from the First Energy grid to diesel back-up system upon receipt of the phone call. The main advantage to this program is that there is no obligation for the city to do this. For example, if problems are encountered during the first attempt, operators can transfer the power supply back to the main electrical service. Then there is no requirement to use the service again. This is simply a contract to compensate the city for this Load Reduction if we choose to participate that given day. Below is an estimated annual reimbursement amount based on the expected rates for the given time period. The reason for the large difference from this year to next is that the Resource Clearing Price Auction yielded a lower rate. The payment below is based on curtailing 300kW leaving the plant with 100 kW to operate during the one hour test and/or events.

Estimated Capacity Payment:	Annual:
6/1/2018 - 5/31/2019	\$18,681
6/1/2019 - 5/31/2020	\$ 9,965
6/1/2020 - 5/31/2021	\$ 9,532

Contracts must be completed by March 31, 2018 to be eligible for the 6/1/2018-5/31/2019 time frame.

BUDGETARY INFORMATION: The Estimated Capacity Payment received for this transaction will be placed in the Water Account to compensate for Big Island Water Works expenses for electricity usage.

ACTION REQUESTED: It is recommended the attached Agreement for with Direct Energy Business, LLC be executed 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 execute the contract prior to the end of the March, which is the deadline for submittal.

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
Aaron Klein, Director of Public Works



Buckeye Energy Brokers, Inc.

Thomas M. Bellish, President
66 East Mill Street
Akron, Ohio 44308
(330) 730-4338
Bellish@BuckeyeEnergyBrokers.com

October 6, 2017

Buckeye Energy Brokers is pleased to work with the City of Sandusky. Recently, we have sent out a request for proposals for the Demand Response Program and the responses are below.

Demand Response Request For Proposal Results		
Contract Term Start: June 2018		
SUPPLIER	PRICE OPTIONS*	Plan Year
Direct Energy	\$18,681 (\$29,889 at 160%)	2018-19
	\$9,965 (\$15,976 at 160%)	2019-20
	\$9,532 (\$15,251 at 160%)	2020-21
Enernoc	\$18,681	2018-19
	\$9,992	2019-20
	\$9,532	2020-21
nrg	\$20,117	2018-19
	\$10,760	2019-20
	\$10,265	2020-21

**All Prices Subject to Change*

Based on the responses, Buckeye Energy Brokers recommends a 36-month term with Direct Energy. They consistently pay about 160% more than the contract rate. Buckeye Energy Brokers are experts in providing quality consulting services in load aggregation and energy buying. If you have any questions or need additional information, do not hesitate to call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish
President

Buckeye Energy Brokers, Inc.

Services

Deregulated Energy

- Consulting
- Aggregation
- Procurement
- Energy Efficiency Programs

Benefits

- Buying Leverage
- Risk Mitigation
- Budget Predictability
- Cost Control
- Best Combination of Term, Flexibility & Pricing Available

Proven Expertise

- PUCO Certified
- Customized Energy Management Solutions
- Municipal Aggregation
- Governmental Procurement Programs
- Procedure Management & Procurement Consulting
- Daily Trend Analysis of Energy Markets
- Ohio Brokers Serving Ohio Clients

Demand Response Payments From Direct Energy



Buckeye Energy Brokers, Inc.

Tom Bellish, President

330-730-4338

Customer Name	City of Sandusky
Contract Start	June 1, 2015
Contract End	May 31, 2018
Utility	FirstEnergy-Ohio Edison
Customer Number	08004831910000564893
Address	2425 First St.
Month	Payment
Jun-15	\$2,834.26
Jul-15	\$2,928.71
Aug-15	\$2,928.71
Sep-15	\$2,834.26
Oct-15	\$2,928.71
Nov-15	\$2,834.26
Dec-15	\$2,928.71
Jan-16	\$2,928.71
Feb-16	\$2,739.82
Mar-16	\$2,928.71
Apr-16	\$2,834.72
May-16	\$2,928.71

Total	\$34,578.25
Contract 2015/16	\$21,681.00
Difference	\$12,897.25
	159%


Jun-16	\$933.53
Jul-16	\$964.67
Aug-16	\$964.67
Sep-16	\$933.53
Oct-16	\$964.67
Nov-16	\$933.53
Dec-16	\$964.67
Jan-17	\$964.67
Feb-17	\$871.33
Mar-17	\$964.67
Apr-17	\$933.53
May-17	\$964.67

Total	\$11,358.10
Contract 2016/17	\$6,722.00
Difference	\$4,636.10
	169%

Jun-17	\$1,086.67
Jul-17	\$1,122.94
Aug-17	\$1,122.94
Sep-17	
Oct-17	
Nov-17	
Dec-17	
Jan-18	
Feb-18	
Mar-18	
Apr-18	
May-18	

Total	\$3,332.55
Contract 2017/18	\$ 7,546.00
	177%

DEMAND RESPONSE PROPOSAL

		Direct Energy Business 194 Wood Avenue South Iselin, NJ 08830 Phone: 1-800-437-7872 business.directenergy.com	
Customer Name	City of Sandusky	Direct Energy Business:	Brett Crumley
		Date	7/20/2017
CUSTOMER INFORMATION			
Contact Name	Eric Wobser, City Manager		Payment Contact
Address	222 Meigs St Sandusky, OH 44870		Payment Address
Telephone	419-627-5844		Telephone
Fax	Primary Fax		Fax
E-mail	aklein@ci.sandusky.oh.us		E-mail
UTILITY INFORMATION			
Utility Name	OE		Utility Account Number(s)
		08004831910000564893	

Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller") is a recognized national leader in the energy industry and is pleased to submit a proposal for Demand Response for your facility.

Our approach to Demand Response (DR) programs is to help customers use the revenues generated from DR program participation as the starting point to achieving overall efficiency.

Facilities that reduce their electricity consumption for short periods of time when the electric grid is under stress are similar to power plants except, instead of increasing supply as a power plant would, your facility would reduce demand. Because the power supply is most expensive during periods of stress, the people responsible for managing the supply of power will actually pay you a premium for reducing your electricity usage at this time.

Your facilities will earn revenues simply for making a commitment to reduce your demand if the grid is under stress. If the grid never experiences severe stress and you are not called upon to curtail, you still earn revenue.

When PJM determines a need for curtailment, Direct Energy Business will be given approximately a 30 minute prior notice of a grid emergency (Event) by PJM. Although not required by the program, PJM has also historically provided notice the business day prior to a potential Event. These notices would be relayed by Direct Energy to all participants via e-mail, voicemail, and/or pager.

a) No Upfront Cost: Direct Energy Business guarantees that you will have no upfront, out-of-pocket cash obligation payable to Seller for participation in the program. Customers will receive payments based on their performance level.

b) Payments: There are 4 revenue/credit streams associated with this program:

1. Capacity Payment 2. Energy Payment 3. PLC Management 4. DR Integration

Capacity Payments (Revenue/Credit #1): The client will receive a payment of **65%** of the Resource Clearing Price listed at www.pjm.com for the applicable delivery year and LDA multiplied by Client's demonstrated performance. The client will receive this capacity payment regardless of whether or not a PJM Event is called.

Energy Payments (Revenue/Credit #2): In addition to Capacity Payments, Direct Energy Business will pay/credit the client an energy payment based on the curtailed load for every hour during a PJM declared event at the wholesale market price. This payment is subject to the same sharing percentage as the capacity payment.

DR Integration (Revenue/Credit #3): For agreeing to combine the DR credits on the electric bill there may be additional revenue.

Potential Demand Response Payment Value*				
Estimated Load Reduction:		525 kW		
Estimated Payment Revenue:		\$53,321 Term Total		
Start	End	Capacity	Energy	
6/1/2018	5/31/2019	\$18,681	\$5,048	-
6/1/2019	5/31/2020	\$9,965	\$5,048	-
6/1/2020	5/31/2021	\$9,532	\$5,048	-
Proposal Expiration: February 14, 2016				

*Total earnings are determined by what the client can shed and can only be calculated after load confirmation and/or site evaluation. Energy payment estimated based on 2 declared events of 4 hours.



Demand Response Estimate for Sandusky Water

Prepared for:

Prepared on: October 4, 2017
Expires on: November 3, 2017

Contact:

Nick Magnan
513.237.0573
nmagnan@enernoc.com

Revenue from Demand Response Participation: \$66,830

Emergency Load Response Program Details

Zone	American Transmission Systems, Inc (ATSI)		
Term	5 years		
Start Date	June 1, 2018	Notification Lead Time	30 min
End Date	May 31, 2023	Expected Annual Dispatch	1 hours

Estimated Demand Response Revenue

Total Target Reduction	525 kW
Number of Sites	1 site
Capacity Payment Split	65%
Energy Payment Split	65%

Year	Capacity Payments (\$k)	Energy Payments (\$k)
Year 1	\$19k	\$1k
Year 2	\$10k	\$1k
Year 3	\$10k	\$1k
Year 4	\$13k	\$1k
Year 5	\$13k	\$1k

Delivery Year*	2018 / 2019	2019 / 2020	2020 / 2021	2021 / 2022	2022 / 2023
Product	Base Capacity	Base Capacity	Capacity Performance	Capacity Performance	Capacity Performance
Capacity Rate (\$/kW-yr)**	\$ 54.74	\$ 29.28	\$ 27.93	\$ 37.32	\$ 37.32
Capacity Payments	\$ 18,681	\$ 9,992	\$ 9,532	\$ 12,735	\$ 12,735
Energy Payments	\$ 631	\$ 631	\$ 631	\$ 631	\$ 631
Net Payments	\$ 19,312	\$ 10,623	\$ 10,163	\$ 13,366	\$ 13,366

*The delivery year is June 1 to May 31

** Years 4 & 5 are estimates; pricing is set 3 years in advance.

Additional Benefits

Visibility

Real-time dispatch performance to optimize earnings.

Actionable insights and alerts on energy cost-savings opportunities

On-demand analysis of the financial and operation impacts of your peak demand

Reporting

View earned revenue and payment history on demand.

Track detailed earning by site, program, or date range.

Export data for easy reporting and analysis.

Support & Advocacy

24x7x365 Support.

Protection from underperformance penalties.

Strong history of regulatory advocacy protecting your best interests in DR.

City of Sandusky Sanitary Engineer

Sandusky, Ohio

Program Period	June 1st, 2018 - September 30th, 2018	June 1st, 2019 - September 30th, 2019	Year Round
Estimated Rate per MW	\$38,319.89 \$/MW	\$20,496.00 \$/MW	\$19,553.42 \$/MW

Ohio Edison Utility Zone

Reduction Amount	2018 Base Capacity Payment	2019 Base Capacity Payment	2020 Capacity Performance	Annual Energy Payment	Three Year Payment Totals
525 kilowatts (kW)	\$20,117.94	\$10,760.40	\$10,265.54	\$3,150.00	\$50,593.89

2018 Base Capacity Details	Notes
Season Length	Any Day During June - September of DY
Event Call Hour Window	10:00 AM - 10:00 PM
Event Activation Notice	30 minutes - 2 hours
Event Length	1-10 Hours

For reference, 1,000 kW = 1 MW.

Capacity \$/MW is your estimated rate of payment per megawatt (MW) that you agree to reduce. 1,000 kW = 1 MW.

Energy Payment is estimated and based on real-time energy pricing during actual emergency PJM demand response event calls. This projection is estimating a rate of \$1.00/kWh for 6 emergency event hours.



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIRECT ENERGY BUSINESS LLC, FOR PARTICIPATION IN THE DEMAND RESPONSE PROGRAM FOR THE PERIOD OF JUNE 1, 2018, THROUGH MAY 31, 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, periodically the electricity grids operated by PJM Interconnection reach maximum capacity, or peak demand, causing power failures within that grid and this is not uncommon during peak usage hours on warm summer days; and

WHEREAS, the Demand Response Program provides for reimbursements to large energy users, such as the Big Island Water Works (BIWW) plant, that are able to shift or reduce their electricity usage upon request during periods of peak demand; and

WHEREAS, the Big Island Water Works plant has the ability to use an emergency back-up system, which uses diesel fuel and is designed to operate the entire facility given particular circumstances, and transfer supply from the First Energy grid and the result of response can be quantified as a Load Reduction yielding a demand response payment; and

WHEREAS, the agreement is to provide for compensation to the City for participation in the program although the City is not obligated to participate when requested; and

WHEREAS, any reimbursements in accordance with this agreement will be placed in the Water Account to compensate for Big Island Water Works electricity usage expenses; 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 and allow the agreement to be executed prior to the deadline of March 31, 2018, in order to be eligible for the program for the period of June 1, 2018, through May 31, 2021; 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 **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into an Agreement with Direct Energy Business, LLC, for the Demand Response Program for the period of June 1, 2018, through May 31, 2021, 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: February 26, 2018

REN / PRE

Account Manager: Brett Crumley	Date: 2/21/2018
CUSTOMER INFORMATION	
Customer Name: City of Sandusky Contact Name: Trevor Hayberger Contact Address: 222 Meigs St Sandusky, OH 44870 Contact Telephone: 419 357 6058 Contact Fax: Primary Fax	Payment Name: Trevor Hayberger Payment Address: 222 Meigs St Sandusky, OH 44870 Payment Telephone: 419 357 6058 Payment Fax: Primary Fax
DEMAND RESPONSE PROGRAM TRANSACTION CONFIRMATION	

This Transaction Confirmation confirms the terms of the Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above

("Buyer" or "Customer") pursuant to the terms of the Demand Response Program Agreement ("DRA") between Buyer and Seller dated: 3/11/2015

Administrator: PJM **Customer Segment:** Industrial / Manufacturing

Business Rules: Applicable Business Rules can be located through the administrator website at www.pjm.com.

Program: Full Emergency Load Response: Capacity and Energy

Effective Date: 6/1/2018 **Termination Date:** 5/31/2021

The Transaction will renew automatically for the same period unless notice is given by either party 90 days prior to the Termination Date.

Acceptance must be confirmed by the Administrator in PJM's eLRS enrollment system in order for this transaction to be valid for each Delivery Year (DY).

Estimated Eligible Load Reduction Quantity (kW): 563 **Resource Type:** FSL **Firm Service Level:** 45 kW

Eligible Load Reduction Quantity may be adjusted based on addition/ removal of expected capabilities, application of Business Rules, including enrollment limitations based on the account's Electric Distribution Company (EDC) provided Peak Load Contribution (PLC) or engineering estimates. Eligible Load Reduction Quantity for each Delivery Year will be provided on an enrollment confirmation report.

For FSL accounts, enrollment will default to FSL provided unless Direct Energy receives written authorization stating otherwise.

Eligible Load Reduction Payment Rate (\$/MW-Day)*: As per the Resource Clearing Price listed at www.pjm.com for the applicable delivery year and LDA.

Estimated Total Annual Capacity Credit: (Eligible Load Reduction Quantity / 1000) * Payment Rate * 365

Payment to Customer will be net of any cost/ credits as indicated in Section 3 of the DRA.

Customer is electing to net electricity purchases and demand response payments.

☐ Customer is electing to participate in PLC Management. ☐

<u>Estimated Capacity Payment</u>	<u>Product</u>	<u>Percent</u>	<u>Annual</u>	<u>Energy Payment Percent**</u>	
6/1/2018 - 5/31/2019	Base DR	65%	\$20,021	65%	
6/1/2019 - 5/31/2020	Base DR	65%	\$10,679	65%	
6/1/2020 - 5/31/2021	Capacity Performance	65%	\$10,216	65%	

*Direct Energy Business will use commercially reasonable efforts to obtain Capacity Supply Obligation for Demand Resources on behalf of our customers. Should Direct Energy Business secure such obligations, the capacity payments for each Delivery Years will be based on the Resource Capacity Payment Rate for that Delivery Year for the Resource to which the Customer is assigned. Direct Energy may from time to time elect to over subscribe a particular Resource. In the case of oversubscription, the Customer will receive his capacity weighted pro-rata share of the revenue received for the Resource to which the Customer is assigned.

** Event payments are based on actual event length, market energy prices and sharing percentage.

Participating Facilities

Location	Utility	Utility Account Number(s)	Curtailable Load (kW)	Firm Service Level (kW)	Lead Time	Load Reduction Method
2425 Furnace St, Sandusky, OH 44870	OE	110010001458	563	45	Quick	Manufacturing

Notification

Notification will be made in advance of an ISO event. The people listed on **Attachment A: Notification Details** have been identified as the contacts at the customer's facility to be notified. A minimum of 2 notification contacts is required.

Please indicate your acceptance of the terms of this Transaction by returning to Seller an executed counterpart not later than 11:59 p.m., Eastern Standard Time, on December 31, 2017. If Seller does not receive such counterparts by such deadline, Seller's commitment and the agreements herein will expire at such time.

(Customer) **CITY OF SANDUSKY**

By: _____
Name: _____
Title: _____
Date: _____

Direct Energy Business

By: _____
Name: _____
Title: Manager, C&I Sales
Date: _____

City of Sandusky

Date: 02/21/2018

Attn: Meter and Test Dept.

To Whom It May Concern:

To facilitate our participation in a demand response program that we have elected to participate in, we hereby authorize Direct Energy Business or its agent, A2A Energy International, LLC of 410 Main Street, Buffalo, NY, to:

1. Order meter upgrades such as pulse outputs for any and all meters under the following account(s):

Utility (ies): **OE** Account Number(s): **110010001458**

and/or

2. Request and receive account and meter information for the above including access to available interval data for said account(s). If access to interval data requires a user name, password or any other such information please provide this.

Any costs associated with the services above are to be billed to A2A Energy International, LLC.

This authorization should remain in effect until: 7/30/2021

Please direct any questions you may have on this matter to me at 419 357 6058.

Thank you.

Sincerely,

Trevor Hayberger (City of Sandusky)

cc: Direct Energy Business
A2A Energy International, LLC

CUSTOMER USAGE INFORMATION AUTHORIZATION
(Non-Residential)

I hereby authorize my electric utility to act in my behalf for the purpose of obtaining information about my historical energy usage and billing information and consent to the release of same so that the Company named herein or their agent may evaluate my energy usage patterns and make me an offer to supply energy. The utility considers all customer usage information to be confidential. This authorization in no way binds me to the purchase of any service or product from the Company named herein and is to be used for the sole purpose of determining my offer price of electricity service or the provision of other energy-related services.

Supplier/Consultant Information (please print):

Raymond Polakowski
(Individual)

representing

Direct Energy Business
(Company)

Address **194 Wood Avenue South, Iselin, NJ 08830**

Email Address **Raymond.Polakowski@directenergy.com** Telephone Number **(732) 516 – 7147**

Type of Data Requested (select one):

☐ Sixty (60) minute interval data (if available) provided in ASCII text file

☒ Monthly billing information (will be provided if 60 minute interval data is unavailable)

NOTE: Billing information will typically cover the most recent twelve-month period.

Company Information:

My Utility: **OE**

Company Name: **City of Sandusky**

Address: **2425 Furnace St, Sandusky, OH 44870**

Business Contact Name: **Trevor Hayberger** Telephone Number: **419 357 6058**

Email Address: **Thayberger@ci.sandusky.oh.us** Fax Number: **Primary Fax**

Party other than customer to be Billed, if allowed by your utility: Direct Energy Business

Business Representative's Signature _____ Date: _____

I wish to have this authorization valid until **7/30/2021**

Account Number (s) (As shown on Latest Bill)

110010001458

Return to: Direct Energy Business (DR Ops)
Fax: 732 - 516 - 3399

Each utility has specific rules for releasing information, and this service may be subject to a charge by the utility.

Attachment A: Notification Details

DivisionName	EDCAccountNumber	ServiceLocationName	CityStateZipcode	FirstName	LastName	Email	CellPhone	OfficePhone
City of Sandusky	110010001458	2425 First Street, 08004831910000564893	Sandusky,OH,44870	Trevor	Hayberger	thayberger@ci.sandusky.oh.us		(419) 357-6058
City of Sandusky	110010001458	2425 First Street, 08004831910000564893	Sandusky,OH,44870	Hank	Solowiej	hsolowiej@ci.sandusky.oh.us		4196275776
City of Sandusky	110010001458	2425 First Street, 08004831910000564893	Sandusky,OH,44870	Orin	McMonigle	omcmonigle@ci.sandusky.oh.us		
City of Sandusky	110010001458	2425 First Street, 08004831910000564893	Sandusky,OH,44870	Tom	Bellish	bellish@buckeyeenergybrokers.com		3307304338



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: February 15, 2018

Subject: **Commission Agenda Item – Apply for and accept COTF grant, if awarded**

ITEM FOR CONSIDERATION: Legislation approving and ratifying the submission of a grant application to the Ohio Department of Natural Resources (ODNR) Clean Ohio Trails Fund (COTF), and acceptance of funds if awarded.

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 was presented to City Commission in December 2017 and accepted via resolution 005-18R on January 22, 2018.

The first funding opportunity applicable to this project is the COTF grant by ODNR which had an application deadline of February 1, 2018. Since final numbers were being evaluated until it was formally submitted, it was not possible to get this item on the agenda prior to the commission meeting on February 26, 2018.

The project limits for this first phase, if awarded, would be to construct the drive entrance from Cleveland Road back to the southernmost point of the current north/south runway as shown in magenta on the image below.

Cedar Fair has agreed to redesign and construct the 1,350 linear feet of drive entrance valued at \$701,000 that would serve as the public entrance to Landing Park and the Cedar Fair Sports Center Phase II. In addition, Cedar Fair has agreed to donate all land and/or easements for the project.

Future grant applications for future phases would also be presented to commission for approval.



BUDGETARY INFORMATION: There is no cost associated with submission of the grant application, but the project breakdown would be as follows:

City of Sandusky	\$ 300,000.00	Issue 8 Capital Fund (Parks-Rec)
City of Sandusky	\$ 200,000.00	Capital Fund
City of Sandusky	\$ 67,002.29	In-house construction engineering and inspection
Cedar Fair	\$ 15,000.00	Cash donation
ODNR Grant	\$ 493,946.51	
Total Project Cost	\$1,075,948.80	

ACTION REQUESTED: It is recommended that proper legislation be prepared allowing the city manager to submit a grant application to ODNR and accept funds, if awarded, for the first phase of the Landing Park trail and that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to ratify the submission of the grant application which was submitted to the Ohio Department of Natural Resources by the deadline of February 1, 2018.

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 APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN OHIO TRAILS FUND GRANT PROGRAM FOR THE FIRST PHASE OF THE LANDING PARK PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the Clean Ohio Trails Fund (COTF); 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 Sports Center 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, this first phase of the Landing Park Project involves the design and construction of a drive entrance from Cleveland Road and will serve as the public entrance to Landing Park and Cedar Point's Sports Center; and

WHEREAS, the estimated cost of this phase of the project is \$1,075,948.80 of which \$493,946.51 will be paid with Clean Ohio Trails Funds, if awarded, \$300,000.00 will be paid with Issue 8 Funds Capital Funds (Park-Rec), \$200,000.00 will be paid with Capital Funds, \$67,002.29 will be paid with in-house construction engineering and inspection, and \$15,000.00 will be paid with a cash donation from Cedar Fair; 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 ratify the submission of the grant application which was submitted to the Ohio Department of Natural Resources by the deadline of February 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 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 approves and ratifies the submission of a grant application to the Ohio Department of Natural Resources for financial assistance through the Clean Ohio Trails Fund (COTF) Grant Program for the first phase of the Landing Park Project and authorizes and directs the City Manager to provide all information and documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. The City of Sandusky agrees to obligate the funds required to satisfactorily complete the first phase of the Landing Park Project and become eligible for reimbursement under the terms and conditions of the Clean Ohio Trails Fund Grant Program.

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

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

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

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

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

Passed: February 26, 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: February 14, 2018

Subject: **Commission Agenda Item – Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC for the Sandusky Bay Initiative Areas 1 & 2**

ITEM FOR CONSIDERATION: Legislation to enter into an Amendment for the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC of West Allis, Wisconsin to perform work on the Sandusky Bay Initiative: Areas 1 and 2.

BACKGROUND INFORMATION: City Commission granted approval at the December 27, 2016, meeting via Ordinance No. 16-231 to enter in to an agreement with the Ohio Department of Natural Resources (ODNR) accepting \$1,000,000 from State Capital Funds to manage and coordinate projects as part of the Sandusky Bay Initiative. These dollars are being used to fund the analysis, scientific investigation, engineering, and design of three in-water beneficial reuse/habitat restoration projects along the Sandusky coastline within Sandusky Bay.

The City entered into a Subgrant Agreement with Foth Infrastructure & Environment, LLC on July 5, 2017 for project areas 1 and 2 in the amount of \$650,000. A second agreement with Biohabitats was entered into on July 11, 2017 for project area 3 in the amount of \$249,972.10.

It was determined during the design process that additional work would be necessary to effectively complete the design of Project Areas 1 and 2. This additional work will allow for more involvement from key stakeholders, evaluation by the scientific community, development of design alternatives and discussion with nearby property owners. The completion date will remain June 30, 2018 so expediting the agreements would ensure the consultant can meet this tight deadline.

BUDGETARY INFORMATION: The original cost for the services was \$650,000.00 and this Amendment will increase the cost by \$20,000, for a revised total project cost of \$670,000, but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received in 2017.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into an Amendment to the Professional Service Agreement Subgrant Agreement with Foth Infrastructure and Environment, LLC for the Sandusky Bay Initiative Project, Areas 1 and 2 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the agreement so the consultant can meet the current contract completion date of June 30, 2018.

I concur with this recommendation:

Eric Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT SUBGRANT AGREEMENT WITH FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, OF DE PERE, WISCONSIN, FOR THE SANDUSKY BAY INITIATIVE AREA 1 & 2 PROJECTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directing the City Manager to accept grant funds in the amount of \$1,000,000 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to be used to manage and coordinate four (4) in-water beneficial reuse/habitat restoration projects for the Sandusky Bay Initiative; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement Subgrant Agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay Initiative Area 3 Project; and

WHEREAS, during the design process it was determined that additional work would be necessary to effectively complete the design of Project Areas 1 and 2 and includes more involvement from key stakeholders, evaluation by the scientific community, development of design alternatives and discussions with nearby property owners; and

WHEREAS, authorization to enter into an Amendment to the Professional Services Agreement Subgrant Agreement with Biohabitats, Inc., is being requested in companion legislation; and

WHEREAS, the original cost of the professional services was \$650,000.00 and this Amendment will increase the cost by \$20,000.00 for a revised total cost of \$670,000.00 which be paid with funds received from the Healthy Lake Erie Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the amendment to allow the consultant to move forward with the additional work and complete the services by the current deadline of June 30, 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 an

Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Initiative Area 1 & 2 Projects, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a revised amount **not to exceed** Six Hundred and Seventy Thousand and 00/100 Dollars (\$670,000.00).

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

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

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

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

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

Passed: February 26, 2018

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
SUBGRANT AGREEMENT**

Healthy Lake Erie Grant Agreement

Project: Sandusky Bay Initiative, Project Areas #1 & #2

This Amendment to the Professional Services Agreement (this “Agreement”), made as of _____, 2018, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and Foth Infrastructure & Environment, LLC (“Subgrantee”), whose contact person and address are set forth below.

Except as modified herein, this Amendment incorporates, confirms and ratifies all of the terms, provisions, articles, clauses and exhibits of the Original Agreement and its Amendment between the City and the Subgrantee.

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

Project Name:	Sandusky Bay Initiative Project Area 1 & 2
---------------	---

City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer:	Foth Infrastructure & Environment, LLC
Contact:	Keith Summers, Client Director
Address:	2121 Innovation Ct, Suite 300 De Pere, WI 54115-5126

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Services Agreement executed on July 5, 2017, the City and the Subgrantee agree as follows:

The Subgrantee shall perform additional tasks included in Exhibit A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Foth Infrastructure & Environment, LLC for a revised fee not to exceed **\$670,000.00**.

Signature Page to Follow

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

Foth Infrastructure & Environment, LLC
("Subgreantee")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Initiative, Project Areas 1 & 2**

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

Dated: _____, 2018

CITY OF SANDUSKY

By: _____
Hank Solowiej
Finance Director

Account Number

Amount



Lincoln Center II • 2514 South 102nd Street, Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

January 23, 2018

Mr. Aaron Klein
Director, Dept. of Public Works
City of Sandusky
222 Meigs Street
Sandusky OH 44870

Dear Mr. Klein:

RE: Amendment 1
Sandusky Bay initiative
Project Areas #1 and #2

The Foth Infrastructure & Environment, LLC (Foth) team respectfully requests the following amendment (Amendment 1) to provide services related to revised concept design improvements and engineering related to Site 1 and 2. The amendment includes additional professional scientific services provided by Standing Rush to aid in feasibility and constructability analysis of the westernmost margin of the Project Area 1. The amendment also include the preparation and attendance at a meeting with the Steering Committee to deliver the revisions to the concept plans and discussion feasibility with representatives of the aforementioned property.

Scope Adjustments

Revised Concept Design Improvements and Engineering (\$10,000)

- ♦ Foth Team Members will revise the conceptual designs to incorporate improvements suggested and provide additional engineering service in developing concept plans, cross sections, and order-of-magnitude estimates.
- ♦ Foth Team Members will prepare for and attend a concept improvement presentation meeting with the Steering Committee in Sandusky, Ohio.
- ♦ Foth Team Members will incorporate comments from the Steering Committee, revise engineering drawings and cross sections, and prepare final concept drawings and budgetary cost estimates.
- ♦ Foth Team Members will prepare for and attend a meeting, with representatives from the City of Sandusky (City); Ohio Department of Natural Resources

(ODNR); Standing Rush; and Mr. Joe Smith, to discuss the potential of using his site on the Bay as a location for the beneficial re-use of dredge material for habitat and water quality purposes.

- ♦ Foth Team Members will coordinate and engage with Standing Rush to facilitate engagement with Mr. Smith and incorporate modifications to the concept plans that are acceptable by the City, Mr. Smith, and ODNR.

Standing Rush, LLC (\$10,000)

- ♦ Provide constructability input and support refinement of concepts for Site 1 including "Smith Marsh."
- ♦ Provide professional services and liaison between the Sandusky Bay Initiative Project Area 1 and Joe Smith and family.

Amendment Financial Adjustment

SANDUSKY BAY INITIATIVE Projects 1 and 2 Pricing December 21, 2017			
	Base Contract	Amendment1	TOTAL
Task 1 - Site Conditions Analysis (Kickoff)	\$ 237,500		\$ 237,500
Task 2 - Establish Habitat and Restoration Goals and Targets for Site Design	\$ 61,300		\$ 61,300
Task 3 - Site Design Concepts	\$ 74,000	\$ 20,000	\$ 94,000
Task 4 - Site Engineering Plans and Monitoring Requirements	\$ 205,800		\$ 205,800
Task 5 - Implementation and Operations Plan	\$ 27,400		\$ 27,400
Task 6 - Identify and Complete Permitting Requirements	\$ 20,400		\$ 20,400
Task 7 - Cost Estimates and Implementation	\$ 23,600		\$ 23,600
	\$ 650,000		\$ 670,000

If you have questions or wish to discuss, please contact me at my office number which is (414) 336-7902 or my mobile number which is (414) 207-5780.

Sincerely,

Foth Infrastructure & Environment, LLC



Michael Raimonde
Project Manager

cc: Mark O'Leary, Applied Ecological Services
Craig Straub, Applied Ecological Services
Tim Wagner, Foth Infrastructure & Environment, LLC
Brian Hinrichs, Foth Infrastructure & Environment, LLC



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: February 14, 2018

Subject: Commission Agenda Item – Amendment to the Professional Services Agreement Subgrant Agreement with Biohabitats, Inc. for the Sandusky Bay Initiative Area 3 project

ITEM FOR CONSIDERATION: Legislation to enter into an Amendment to the Professional Services Agreement Subgrant Agreement with Biohabitats, Inc. of Cleveland, Ohio to perform work on the Sandusky Bay Initiative: Area 3.

BACKGROUND INFORMATION: City Commission granted approval at the December 27, 2016, meeting via Ordinance No. 16-231 to enter in to an agreement with the Ohio Department of Natural Resources (ODNR) accepting \$1,000,000 from State Capital Funds to manage and coordinate projects as part of the Sandusky Bay Initiative. These dollars are being used to fund the analysis, scientific investigation, engineering, and design of three in-water beneficial reuse/habitat restoration projects along the Sandusky coastline within Sandusky Bay.

The City entered into a Subgrant Agreement with Foth Infrastructure & Environment, LLC on July 5, 2017 for project areas 1 and 2 in the amount of \$650,000 via ordinance 17-130. A second agreement with Biohabitats was entered into on July 11, 2017 for project area 3 in the amount of \$249,972.10 via ordinance 17-131.

It was determined during the design process that additional work would be necessary to effectively complete the design of Project Area 3. This additional work will allow for more involvement from key stakeholders, evaluation by the scientific community, development of design alternatives and inclusion of Pipe Creek in the evaluation of East Sandusky Bay. This portion is currently not included but it is evident that additional evaluation is needed to determine how the sediment deposition and nutrients from Pipe Creek affect the water quality within the East Bay. The completion date will remain June 30, 2018 so expediting the agreements would ensure the consultant can meet this tight deadline.

BUDGETARY INFORMATION: The original cost for the services was \$249,972.10 and this Amendment will increase the cost by \$74,987.98, for a revised total project cost of \$324,960.08, but there is no financial impact to the City budget as all costs associated with this project will be paid through the ODNR State of Ohio Capital, Healthy Lake Erie Fund grant of \$1,000,000 received in 2017.

ACTION REQUESTED: It is recommended that proper legislation be prepared to enter into an Amendment to the Professional Service Agreement Subgrant Agreement with Biohabitats, Inc. for the Sandusky Bay Initiative Project, Area 3 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 execute the agreement so the consultant can meet the current contract completion date of June 30, 2018.

I concur with this recommendation:

Eric Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT SUBGRANT AGREEMENT WITH BIOHABITATS, INC., OF BALTIMORE, MARYLAND, FOR THE SANDUSKY BAY INITIATIVE AREA 3 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 accept grant funds in the amount of \$1,000,000 from the Ohio Environmental Protection Agency through the Ohio Department of Natural Resources for costs associated with the Healthy Lake Erie Initiative Sustainable Sediment Management Pilot Project Expansion by Ordinance No. 16-231, passed on December 27, 2016, to be used to manage and coordinate four (4) in-water beneficial reuse/habitat restoration projects for the Sandusky Bay Initiative; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Professional Services Agreement Subgrant Agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay Initiative Area 3 Project; and

WHEREAS, during the design process it was determined that additional work would be necessary to effectively complete the design of Project Area 3 and includes more involvement from key stakeholders, evaluation by the scientific community, development of design alternatives and inclusion of Pipe Creek in the evaluation of East Sandusky Bay; and

WHEREAS, authorization to enter into an Amendment to the Professional Services Agreement Subgrant Agreement with Foth Infrastructure & Environment, LLC, is being requested in companion legislation; and

WHEREAS, the original cost of the professional design services was \$249,972.10 and this Amendment will increase the cost by \$74,987.98 for a revised total cost of \$324,960.08 which will be paid with funds received from the Healthy Lake Erie Grant; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the amendment to allow the consultant to move forward with the additional work and complete the services by the current deadline of June 30, 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 an

Amendment to the Professional Services Agreement Subgrant Agreement with Biohabitats, Inc., of Baltimore, Maryland, for the Sandusky Bay Initiative Area 3 Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at a revised amount **not to exceed** Three Hundred Twenty Four Thousand Nine Hundred Sixty and 08/100 Dollars (\$324,960.08).

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

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

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

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

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

Passed: February 26, 2018

**AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
SUBGRANT AGREEMENT
Healthy Lake Erie Grant Agreement
Project: Sandusky Bay Initiative, Project Areas #3**

This Amendment to the Professional Services Agreement (this “Agreement”), made as of _____, 2018, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Engineering Services designated below or successor (the “City Engineer”), and Biohabitats, Inc. (“Subgrantee”), whose contact person and address are set forth below.

Except as modified herein, this Amendment incorporates, confirms and ratifies all of the terms, provisions, articles, clauses and exhibits of the Original Agreement and its Amendment between the City and the Subgrantee.

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

Project Name:	Sandusky Bay Initiative Project Area 3
---------------	---

City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer:	Biohabitats, Inc.
Contact:	Tom Denbow, Great Lakes Team Leader
Address:	2026 Murray Hill Rd, RM 102 Cleveland, OH 44119

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Services Agreement executed on July 11, 2017, the City and the Subgrantee agree as follows:

The Subgrantee shall perform additional tasks included in Exhibit A as described therein, in accordance with the Professional Services Amendment executed on _____, between the City and Biohabitats, Inc. for a revised fee not to exceed **\$324,960.08.**

Signature Page to Follow

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

Biohabitats, Inc.
("Subgreantee")

By: _____

CITY OF SANDUSKY

By: _____
Eric Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Sandusky Bay Initiative, Project Area 3**

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

Dated: _____, 2018

CITY OF SANDUSKY

By: _____
Hank Solowiej
Finance Director

Account Number

Amount



SCOPE OF WORK

Biohabitats is submitting a modification request to provide additional design services in support of completing Area 3 Design. The Scope of Work (SOW) and Work Plan (WP) modification are based on our understanding of the work as discussed with the City of Sandusky and with Erie County SWCD and the \$75,000 budget available for completing the additional services. ODNR is the source of these additional funds.

This SOW describes our understanding of what is included and not included in the project, i.e. work to be performed. The WP describes specific Tasks we will perform including deliverables. The WP forms the basis for our professional fees presented in this document. Important assumptions, exceptions, and expectations are detailed below in this Section.

- Additional design services for Area 3 Pilot project are to be completed by June 30, 2018.
- Design services involving modeling will be based on available existing data. SOW excludes completing additional bathymetric investigations or completion of sediment sampling by Biohabitats. Modeling will rely on available data provided by others, if available. The modeling effort excludes model calibration given the assumption around using available data.
- The additional soils investigation proposed below will exclude completion of geotechnical investigations or other boring activities. The assessment will rely on field observation and information available from others.
- The scope of work does not include the identification, assessment or remediation of hazardous, toxic, or radioactive waste.
- A separate investigation to locate utilities is not considered part of Biohabitats SOW. The project does not require design to address relocation of utilities.
- This proposal is valid for a period of 60 days, after which it may be renegotiated.

WORK PLAN

Specific activities to be performed and deliverables for each Task are also described.

TASK 1A: AIRPORT SITE SOIL & TOPOGRAPHIC ASSESSMENT

This task consists of completing additional walkover activities to better determine extent of existing soil conditions and location of concrete debris/riprap in the project area. These data will be used to assist in quantifying the amount of material that may need to be disposed of either on-site, off-site, or available to

SANDUSKY BAY INITIATIVE
Area 3 Pilot Project Design – Modification No. 1

incorporate into the design. The data will also be used to finalize the site grading plan and placement elevation required to achieve project goals. Soil cores will not be acquired.

In addition, spot elevations will be obtained to complement the LIDAR data being used to complete the preparation of the design plans. It is anticipated we will procure the services of a local surveyor who is familiar with the project site and the location of existing bench marks. The results of the survey will be incorporated into the plan set and be used to confirm estimated quantities of earth work required to achieve desired grades at the site.

Task 1A: Deliverables

- Site soil conditions assessment.
- Spot elevations (professional surveyor) of airport site.

TASK 1B UPDATE HYDRODYNAMIC MODEL

This task focuses on refinement of our existing hydrodynamic model to support the design of Pilot Project 3 and to include the Pipe Creek domain. This task includes the following activities:

- Extend the domain of the present hydrodynamic model to include Pipe Creek up to E Perkins Ave.
- Update the model bathymetry to include additional bathymetric data in Pipe Creek (which should be provided to Biohabitats/Baird).
- Refinement of the hydrodynamic model's mesh to better represent the proposed restoration works in the transition zone, which may include barriers and shoals.

Task 1B Deliverables

- None.

TASK 1C: MUD TRANSPORT SIMULATIONS

We will use the existing hydrodynamic model to simulate mud transport in East Sandusky Bay, including Pipe Creek, where sediment parameters (such as grain size distribution, suspended sediment concentrations and density) will be derived/assumed based on available data. This task involves simulation of suspended sediment plumes at Pipe Creek for the following physical scenarios:

- Existing conditions.
- Up to a maximum of 2 development scenarios.

For each physical scenario, the model will be used to simulate up to a maximum of 5 forcing conditions, which will be defined based on coordination with stakeholders and may include the following conditions:

- Mean discharge in Pipe Creek combined with high lake level;
- Mean discharge in Pipe Creek combined with low lake level;
- Mean discharge in Pipe Creek combined with moderate lake level;
- Extreme discharge in Pipe Creek combined with high lake level; and
- Extreme discharge in Pipe Creek combined with moderate lake level.

SANDUSKY BAY INITIATIVE

Area 3 Pilot Project Design – Modification No. 1

Task 1C: Deliverables

- Mud Transport simulations (PPT), forming part of the final presentation (Task 1E).

TASK 1D: ASSESSMENT SEDIMENTATION/EROSION

The mud transport model will be used to estimate bed shear stresses and to evaluate sedimentation and erosion potential within the simulated reach of Pipe Creek under various forcing conditions (as described in Task 1C) and effects on sediment distribution and accretion in East Sandusky Bay.

Task 1D: Deliverables

- Estimate of bed shear stresses.
- Sedimentation and erosion potential in Pipe Creek project area.

TASK 1E: FINAL ANALYSIS AND PRESENTATION OF RESULTS

This task includes re-simulation of the proposed restoration design for Pilot Project 3 using the Mud Transport module. Due to the scale of the model, multiple iterations and trials will be required to prepare a meaningful animations summarizing the results of the modeling (Task 1B-1D). Animations of the simulated scenarios will be recorded and documented in a PowerPoint presentation. The findings of Tasks 1B to 1D will be provided in a PowerPoint presentation and summarized in the Basis for Design Report.

Task 1E Deliverables

- PPT Presentation/Animation.
- Webinar to review results/findings.

SCHEDULE

Biohabitats is available to begin work on these tasks immediately upon notice-to-proceed. Below is presented a preliminary schedule. A separate detailed schedule will be provided during completion of Task 1 and updated as required. The schedule is subject to refinement after further discussions with the City of Sandusky, ODNR, and stakeholders, and regulatory agencies.

TASK	COMPLETED (FROM NTP) (Assumed Feb. 1, 2018)
Task 1A: Airport Site Soil Conditions and Topographic Assessment	April 1, 2018
Task 1B: Update Hydrodynamic Model	April 1, 2018
Task 1C: Mud Transport Simulations	April 1, 2018
Task 1D: Assessment Sedimentation/Erosion	May 1, 2018
Task 1E: Final Analysis and Presentation of Results	May 1, 2018

SANDUSKY BAY INITIATIVE
Area 3 Piot Project Design – Modification No. 1

FEE

Compensation to Biohabitats for the services described herein are in accordance with the Scope of Work, Work Plan and Schedule specified above. The FIXED PRICE fee to perform this work is as follows:

TASK	LABOR (DL, OH, ODC's, & Profit)
Task 1A: Airport Site Soil Conditions and Topographic Assessment	\$14,771.00
Task 1B: Update Hydrodynamic Model	\$ 5,324.55
Task 1C: Mud Transport Simulations	\$23,765.44
Task 1D: Assessment Sedimentation/Erosion	\$15,166.99
Task 1E: Final Analysis and Presentation of Results	\$15,960.00
TOTAL:	\$74,987.98



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: February 13, 2018

Subject: **Commission Agenda Item – WWTP Sludge Hauling for CY 2018**

ITEM FOR CONSIDERATION: Legislation appropriating funds for the dumping of Class B Biosolids (a.k.a. sludge cake) and dewatered combined material from the Wastewater Treatment Plant (WWTP) at the Erie County Sanitary Landfill in an amount not to exceed \$161,400.00 for CY 2018.

BACKGROUND INFORMATION: Typical daily treatment operations at the Wastewater Treatment Plant generate solids, called sludge cake, as a byproduct. In 2017, the WWTP disposed of 3,476.04 tons of material at the Erie County Sanitary Landfill.

In addition, vacuum trucks used to clean storm, sanitary and combined sewers empty their contents in a basin that allows the water to drain back into the plant for treatment while the debris, grease and solids remain. Materials from the WWTP grit removal process and grease from the scum concentrator are also allowed to separate in this same manner. In 2017, this process, called dewatering, generated approximately 250 tons of solid byproducts that were disposed of at the Erie County Sanitary Landfill.

An additional 16 tons of miscellaneous waste and dewatered and compressed solids from the WWTP bar screens or other daily operations at the plant or within the sewer maintenance department were generated in 2017.

Combined disposal costs for these materials in 2017 were approximately \$119,948.48. Materials are removed from the WWTP and transported to the Erie County Sanitary Landfill by CDL-licensed city staff, using city vehicles. This process is approved by the Ohio EPA. Sludge is considered Municipal Solid Waste (MSW). Erie County Sanitary Landfill has flow control for all MSW, meaning that the material must be hauled to and disposed of at that location. Public bidding will not be used.

The city is estimating 5,000 tons of Class B Biosolids (Sludge Cake) at \$30.00 per ton and 450 tons of dewater combined material at \$52.00 per ton will be taken to the Erie County Sanitary Landfill for disposal in 2018. This is a total of \$173,400.00, but the purchase of the Vibroscreener in the fall yielded an estimated savings of approximately \$12,000.00.

BUDGETARY INFORMATION: The estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for 2018 shall not exceed \$161,400, which will be paid out of the Contractual Services portion of the Operation and Maintenance budget through the Sewer Fund.

ACTION REQUESTED: It is recommended that legislation be approved appropriating funds to continue dumping at the Erie County Sanitary Landfill for an amount not to exceed \$161,400 for CY 2018. It is requested that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue uninterrupted disposal.

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 APPROPRIATING FUNDS FOR THE DUMPING OF CLASS B BIOSOLIDS (A.K.A. SLUDGE CAKE) AND OTHER DEWATERED AND COMPRESSED SOLIDS FROM THE WASTEWATER TREATMENT PLANT (WWTP) AT THE ERIE COUNTY SANITARY LANDFILL FOR CY 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake along with other dewatered and compressed solid byproducts during daily operations that are disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the Erie County Sanitary Landfill has flow control for all Municipal Solid Waste (MSW), which sludge is considered, and therefore must be hauled to and disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the sludge and other dewatered and compressed solid byproducts are removed from the Wastewater Treatment Plant and transported to the Erie County Sanitary Landfill by CDL-licensed City staff using City vehicles which is an approved process by the Ohio EPA and the combined disposal costs for these materials in 2017 was approximately \$119,948.48; and

WHEREAS, the estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for CY 2018 is \$161,400.00 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 appropriate funds and continue uninterrupted disposal from the Wastewater Treatment Plant; and

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

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

Section 1. This City Commission authorizes and directs the City Manager and/or Finance Director to appropriate funds in an amount **not to exceed** One Hundred Sixty One Thousand Four Hundred and 00/100 Dollars (\$161,400.00) to make timely payments for the dumping of Class B Biosolids (a.k.a. sludge cake) and

other dewatered and compressed solids from the Wastewater Treatment Plant at the Erie County Sanitary Landfill for the CY 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: February 26, 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: February 16, 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

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.

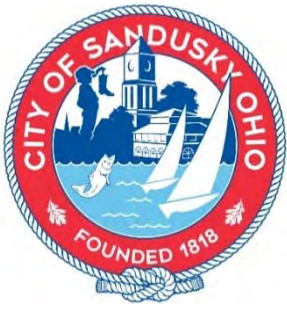
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission 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: February 26, 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: Jeffrey Keefe, P.E.

Date: February 14, 2018

Subject: **Commission Agenda Item – Awarding of Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2**

ITEM FOR CONSIDERATION: Ordinance awarding a contract to Ed Burdue & Company, LLC of Sandusky, Ohio for the Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2.

BACKGROUND INFORMATION: Campbell Street is asphalt pavement over a brick base and is in very poor condition. Little maintenance has been performed since completion of the various repairs over the past 25 years. Natural deterioration has progressed so that repairs to the asphalt surface are needed. The project consists of milling the asphalt pavement, removal and replacement of damaged concrete curbs and gutters, removal and replacement of select sidewalks and new handicap ramps. This project will include the first portion of the Columbus-Scott-Campbell Intersection. New curbs, sidewalks, handicap ramps, as well as underground infrastructure for future pedestrian signals and traffic signals that will be installed during Phase 3, are included within this project.

Utility improvements with this project include the removal and replacement of the existing water main from North Depot Street to the main on the south side of the tracks. This main has been out-of-service, due to leaks in the existing main lying in the casing pipe under the railroad tracks. This project also includes the installation of a new water main, between Bell Avenue and Columbus Avenue, to provide improved service to the homes along Campbell Street. Sanitary sewer service laterals that are currently in poor condition and not correctly connected will be repaired and reconnected. Lining of the 15" sewer is also included within this project.

Catch basins and manhole castings will be adjusted to grade or new castings installed. Several catch basins are being replaced with new structures and castings.

The following four bids were received on February 9, 2018 at a formal public bid opening:

Buckeye Excavating & Construction Inc. Norwalk, Ohio	Bid	\$ 822,200.79
Erie Blacktop Sandusky, Ohio	Bid	\$ 711,926.16
Precision Paving Milan, Ohio	Bid	\$ 770,558.40
Ed Burdue & Company, LLC Sandusky, Ohio	Bid	\$ 679,741.61

The engineer's estimate was \$773,830.68. Ed Burdue & Company, LLC has been determined to be the lowest and best bidder. The schedule for completion of construction is June 1, 2018.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including engineering, inspection and advertising is \$761,241.61 and the total construction cost is \$679,741.61 and will be paid with the following funding:

OPWC	\$175,000.00
Water Fund	\$104,777.00
Sewer Fund	\$122,140.00
CDBG	\$277,824.61

ACTION REQUESTED: It is requested that an Ordinance be awarded to Ed Burdue & Company LLC of Sandusky, Ohio, for the construction contract in the amount of \$679,741.61 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the project to be completed prior to the construction completion deadline of June 1, 2018, and in accordance with the Ohio Public Works Commission (OPWC) funding requirements.

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 AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO. OF SANDUSKY, OHIO, FOR THE CAMPBELL STREET RESURFACING AND COLUMBUS-SCOTT-CAMPBELL INTERSECTION PROJECT PHASE 1 & 2; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 involves milling the asphalt pavement, removal and replacement of damaged concrete curbs and gutters, removal and replacement of select sidewalks, new handicap ramps, improvements to the first portion of the Columbus-Campbell-Scott Intersection including new curbs, sidewalks, handicap ramps and underground infrastructure for future pedestrian signals and traffic signals, replacement of existing water main from North Depot Street to the main on the south side of the tracks and new water main, between Bell Avenue and Columbus Avenue, sanitary sewer service lateral repairs, adjustments to catch basins and manhole castings or installation of new castings and replacement of several catch basins; and

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Campbell Street Resurfacing Project by Resolution No. 043-16R, passed on August 22, 2016; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 by Resolution No. 055-17R, passed on November 13, 2017; and

WHEREAS, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Ed Burdue & Co. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including advertising and miscellaneous costs is \$761,241.61 and the total construction cost of this project is \$679,741.61 of which \$175,000.00 will be paid with Ohio Public Works Commission (OPWC) grant funds, \$104,777.00 will be paid with Water Funds, \$122,140.00 will be paid with Sewer Funds, and the remaining balance of \$277,824.61 will be paid with Community Development Block Grant (CDBG) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the project to be completed prior to the construction completion deadline of June 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 Public

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ed Burdue & Co., of Sandusky, Ohio, for the Campbell Street Resurfacing and Columbus-Scott-Campbell Intersection Project Phase 1 & 2 in an amount **not to exceed** Six Hundred Seventy Nine Thousand Seven Hundred Forty One and 61/100 Dollars (\$679,741.61) consistent with the bid submitted by Ed Burdue & Co., of Sandusky, 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: February 26, 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: Jeff Keefe, P.E., CPESC, CPSWQ

Date: February 14, 2018

Subject: Commission Agenda Item – 2018 BIWW Administrative Building Roof Replacement

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase and installation for a new roof at the Big Island Water Works (BIWW) Plant Administration Building through The Interlocal Purchasing System (TIPS) Program from Duro-Last Roofing, Inc., of Saginaw, Michigan, with Ancillary Services being provided by Tusing Builders of Monroeville, Ohio.

BACKGROUND INFORMATION: This project will replace the roof over the 2nd floor Labs in the BIWW Administration Building, where a constant leak has been very difficult to patch in-house. Currently, there are buckets and trays scattered in the building where water has run down internal columns through the existing roof and into the second and first floor spaces.

This purchase will include all items listed on the attached quotation, including installing new nailer at the roof's perimeter, new insulation over prepared surface, new 60-mil single-ply white membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and a termoplastic coating, installation of prefabricated flashings around all deck penetrations, and a 20 year No-Dollar-Limit (NDL) labor and material warranty.

Purchases would be made in accordance with The Interlocal Purchasing System (TIPS) Program which allows local political subdivisions to purchase items that have been competitively bid from a successful vendor thereby giving the City the benefit of the programs competitively bid price and eliminating the necessity of formal bidding by the City. All unit prices are at or below the price in the state contract. The city has repaired other damaged roofs under this program.

BUDGETARY INFORMATION: The total cost for this project is \$55,257.54 for materials, removal of the old asphalt roof layers, delivery and installation, which would be paid from the Water Fund.

ACTION REQUESTED: It is requested that legislation be approved for the purchase and installation of a new roofing systems from Duro-Last Roofing, Inc., of Saginaw, Michigan, through The Interlocal Purchasing System (TIPS) Program using Duro-Last contract number 170201 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 reduce the possibility of damage to the structure and to reduce the possibility of damage to equipment.

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

February 15, 2018

Mr. Orin McMonigle
Water Services Superindendent
City of Sandusky Department of Public Works
2425 1st Street
Sandusky, OH 44870
Tel: (419) 627-5815

Re: Re-Roofing Project for the City of Sandusky Big Island Water Work Lab

Dear Mr. McMonigle:

Duro-Last Roofing has developed the following revised pricing proposal to re-roof the City of Sandusky Big Island Water Work (BIWW) Lab in Sandusky, Ohio. This pricing proposal was developed using Duro-Last's contract number 170201 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last will provide the Duro-Last roofing system and its installation to the City of Sandusky at RS Means pricing using the Lorain City Cost Index.

Installation of the Duro-Last roofing system will be provided by Tusing Builders of Monroeville, Ohio, a Duro-Last authorized contractor who has achieved Master Contractor status with Duro-Last based on their quantity and quality of commercial installations.

Attached is the Duro-Last specification which defines the work that Duro-Last proposes to complete. When the installation is complete, a Duro-Last Technical Representative will inspect the installation for completeness and conformity to Duro-Last specifications. Following acceptance of the roof, Duro-Last will issue a warranty to the City of Sandusky.

The Duro-Last Roofing 20-year NDL warranty provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products. The 20-year NDL warranty does have an additional charge to obtain it, which has been included in the proposal. The warranty also does not provide coverage of consequential damages resulting from leaks caused by any defects covered under the warranty.

Based on this scope of work, the total base price for Duro-Last to complete the City of Sandusky BIWW Lab re-roofing project is \$55,257.54.

Attached is a detailed pricing summary. Prevailing wage rates do not apply. The base price is good for delivery for 60 days from the date of this proposal, after which the components of the base price are subject to price adjustment.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last, which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

The proposal pricing includes the cost to obtain a building permit. The building owner is responsible for obtaining any additional permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 20-year warranty period subsequent to the one-year maintenance period.

The lead time for manufacturing your Duro-Last roof is five business days following receipt of the order. Transit time is one business day by commercial carrier from the Duro-Last manufacturing facility in Saginaw, Michigan.

Duro-Last Roofing and Tusing Builders are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last TIPS price schedule, terms, and conditions will be applied. In addition:

- The City of Sandusky's TIPS membership will need to be verified.
- A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.
- The purchase order should be clearly marked "Per TIPS Contract".

- E-mail the purchase order in PDF format to TIPS at tipspo@tips-usa.com for review and approval.
- Duro-Last will issue a Notice to Proceed to Tusing Builders after receiving the approved purchase order from TIPS.

If you have any questions regarding this proposal, please contact me at (800) 248-0280, ext. 2223 or csauer@duro-last.com. If this proposal is acceptable, please sign below and return with the aforementioned documents.

City of Sandusky BIWW Lab Re-Roofing Project Base Price: \$55,257.54

Approved By: _____

Title: _____

Date: _____

Best Regards,



Chenelle D. Sauer
Government Sales Administrator
Duro-Last Roofing, Inc.

cc: Dwayne Poore, Tusing Builders

SCOPE OF WORK

CITY OF SANDUSKY
BIG ISLAND WATER WORK LAB
SANDUSKY, OHIO

1. Hydrovac and properly dispose of stone from roof.
2. Remove and properly dispose of remaining roofing material to roof deck.
 - a. Includes two layers of BUR and 1" insulation.
3. Remove and properly dispose of existing metal flashing from all walls.
4. Prepare roof surface for new Duro-Last roofing system per Duro-Last specifications.
5. Install 4½" of Duro-Guard polyisocyanurate insulation over prepared surface.
6. Install a custom prefabricated, reinforced 60-mil white membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and has a thermoplastic coating of PVC material laminated to both sides as manufactured by Duro-Last Roofing, Inc. Membrane to be fully-adhered using a Duro-Last water-base adhesive.
7. Install Duro-Last white 60-mil parapet membrane on three parapet walls. Terminate on top of wall with 1¾" Duro-Last white PVC fascia bar with metal cover.
8. Install Duro-Last prefabricated flashings around all deck penetrations in accordance with Duro-Last Roofing specifications.
9. East Wall: Cut new reglet into wall. Install white counterflashing. Seal to stone per Duro-Last specifications.
10. All metal colors to be chosen from one of Duro-Last's standard color choices.
11. If required, any HVAC, plumbing, electrical, or other miscellaneous work that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by others at building owner's expense. The cost of these services is not included in this proposal.
12. The proposal pricing includes the cost to obtain a building permit. The building owner is responsible for obtaining any additional permits, engineering fees, or tests needed to meet state and local codes.
13. Using Builders to provide dump and disposal fees. All debris will be disposed of in an approved facility in accordance with all local, state, and federal regulations. Jobsite to be cleaned daily.
14. Using Builders to provide safety equipment to comply with OSHA standards.
15. Provide a 20-year no-dollar-limit warranty which provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a

defect in the Duro-Last products. The Duro-Last 20-year NDL warranty does not contain a provision for coverage of consequential damages.

16. Duro-Last and Tusing Builders, are not responsible for existing building conditions such as, but not limited to, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, electrical wiring, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, existing water damage to the interior of the building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roofing system, or the existence of mold.
17. Any bonds for this project apply only to the one-year maintenance period commencing on the date of substantial completion. Bonds do not extend to the full 20-year warranty period.

Duro-Last/TIPS Project Bid Sheet				
Date:	2/15/2018		Warranty:	20-yr NDL
Building Owner:	City of Sandusky		Mil:	60-mil
Project Name:	BIWW		DL Material SF:	2,200
	Lab Roof			
Contractor Name:	Tusing Builders			
	Base Bid			
Duro-Last Gross Material	\$ 11,704.60			
TIPS Discount	\$ (819.32)			
Duro-Last Net Material	\$ 10,885.28			
Ancillary Services				
Demolition	\$ 9,680.00			
Supply Non Duro-Last Materials	\$ -			
Installation Labor - Misc.	\$ -			
Installation Labor - Duro-Last	\$ 20,800.00			
Installation Labor - Insulation	\$ 3,600.00			
Installation Labor - Metal	\$ -			
Additional Labor	\$ 2,000.00			
Project Commencement	\$ 1,000.00			
Equipment Rental	\$ 2,175.00			
Total Ancillary Services	\$ 39,255.00			
Open Market Items	\$ -			
Contingency	\$ -			
Permit	\$ 250.00			
Bonds	\$ 497.32			
Warranty Fees	\$ 220.00			
Duro-Last Administration Fees	\$ 4,149.94			
Bid Total	\$ 55,257.54			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF A NEW ROOF FOR THE BIG ISLAND WATER WORKS (BIWW) ADMINISTRATION BUILDING FROM DURO-LAST ROOFING, INC., OF SAGINAW, MICHIGAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, The Interlocal Purchasing System (TIPS) program is a National Cooperative Purchasing Program designed for use by government entities which is offered by the Region VIII Education Service Center and through membership provides the utilization of competitively bid and awarded vendor contacts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions; and

WHEREAS, the City of Sandusky as a member of The Interlocal Purchasing System (TIPS) desires to purchase a new roof that has been competitively bid and made available through the membership from Duro-Last Roofing, Inc., of Saginaw, Michigan, thereby providing the City the benefit of the negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, it is necessary to replace the roof over the second floor laboratory of the Administration Building at the BIWW where a constant leak has been very difficult to patch in-house and water has run down internal columns through the roof and into the second and first floor spaces; and

WHEREAS, the proposal received from Duro-Last provides for the Duro-Last roofing system and ancillary services, which will be provided by Tusing Builders of Monroeville, Ohio, and includes installation of a new wood nailer at the roof's perimeter, new insulation over prepared surface, new 60-mil single-ply white membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and a thermoplastic coating, installation of prefabricated flashings around all deck penetration, and a twenty (20) year No-Dollar-Limit (NDL) labor and material warranty; and

WHEREAS, the total cost for the purchase and installation of the new roof is \$55,257.54 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to reduce the possibility of damage to the structure and equipment; 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 expend funds for the purchase and installation of a new roof for the Big Island Water Works (BIWW) Administrative Building through The Interlocal Purchasing System (TIPS) Program, Contract Number 170201, from Duro-Last Roofing, Inc., of Saginaw, Michigan, at an amount **not to exceed** Fifty Five Thousand Two Hundred Fifty Seven and 54/100 Dollars (\$55,257.54).

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

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

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

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

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

Passed: February 26, 2018



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: February 14, 2018
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and H2 Property Management, LLC.

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and H2 Property Management, LLC (“H2”), an Ohio Limited Liability Company, for the purposes of furthering economic development efforts in the City.

Background Information: Meghan and Richard Hogrefe, equal owners of H2, own the property at 225 West Water Street (“the Property”) in addition to other commercial properties throughout the City. The Property is multi-use, including residential apartments and two (2) storefronts.

The scope of the project relevant to the City grant includes replacing all of the existing windows with historically accurate aluminum clad wood units, replacing damaged and deteriorated wood panels with fiber cement, installing full height window units on the first floor level and painting the ground level storefronts. Additionally, the roof has been replaced and interior units are being upgraded with tenant turnover (including new appliances and finish upgrades). The project helps maintain a large historic building in the business district in a historically appropriate manner. All renovations have been previously approved by the City of Sandusky Landmarks Commission.

Total project costs are estimated at over \$230,000.00. I recommend that the City Commission approve a grant of up to \$35,000.00 to assist with the exterior renovations, as follows:

- Façade grant:
 - Exterior renovations = \$35,000.00

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 June 30, 2018. The application and grant amount were approved at the February 13,

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 \$35,000.00 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 H2. 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 H2 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 FAÇADE GRANT IN THE AMOUNT OF \$35,000.00 TO H2 PROPERTY MANAGEMENT, LLC, IN RELATION TO THE PROPERTY LOCATED AT 225 W. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Meghan and Richard Hogrefe, equal owners of H2 Property Management, LLC, own the property located at 225 West Water Street which is multi-use, including residential apartments and two (2) storefronts; and

WHEREAS, H2 property Management, LLC, are renovating the building which includes replacing all of the existing windows with historically accurate aluminum clad wood units, replacing damaged and deteriorated wood panels with fiber cement, installing full height window units on the first floor level and painting the ground level storefronts and additionally, the roof has been replaced and interior units are being upgraded with tenant turnover (including new appliances and finish upgrades); and

WHEREAS, this project helps maintain a large historic building in the business district in a historically appropriate manner and all renovations have been previously approved by the Sandusky Landmarks Commission; 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; and

WHEREAS, the Economic Development Incentive Committee met on February 13, 2018, and is recommending to approve a façade grant to H2 Property Management, LLC, in the amount of \$35,000.00 to assist with façade and exterior renovations; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the Grant Agreement and allow the project 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 H2 Property Management, LLC, for façade and

exterior renovations for the purposes of furthering economic development, 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 H2 Property Management, LLC, and the Finance Director is directed to deliver to H2 Property Management, LLC, a draft in the sum of Thirty Five Thousand and 00/100 Dollars (\$35,000.00) 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: February 26, 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 H2 Property Management, LLC ("the Company"), an Ohio Limited Liability Company.

WITNESSETH:

WHEREAS, the Company owns the property at 225 West Water Street ("the Property") and intends to further renovate the Property. The Company will make improvements to the façade including all new windows replaced with historically accurate aluminum clad wood units and will also paint the ground level storefronts, 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 \$35,000.00 in the form of a Façade grant to the Company (the "City Grant") toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. 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 Grant, the

Project will need to be completed by June 30, 2018. This date may be extended at the discretion of the City Manager.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

- (i) TO THE CITY: City Manager
c/o Development Specialist
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: H2 Property Management, LLC
5235 Castle Hills Drive
San Diego, CA 92109
Attention: Meghan and Richard Hogrefe

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.

H2 Property Management, LLC
an Ohio limited liability company

By: _____
TITLE:

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law

DRAFT

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



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: February 13, 2018

Subject: Commission Agenda Item – Permission to Bid CDBG FY17 – Demolition Project #2.

Item for Consideration: Resolution of necessity for the CDBG FY17 – Demolition Project #2, involving asbestos abatement and demolition of eleven (11) properties.

Background Information: The eleven (11) properties are vacant and blighted. Ten of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board, while one of the properties, 424 Scott Street, is owned by the City as part of the Land Reutilization Program. Additionally, ten (10) of the properties are residential and one (1) property, 1819 Camp Street, is a commercial property. Asbestos surveys will be completed on all eleven (11) properties. The following are the eleven (11) properties:

1. 2018 Wilson Street, Sandusky, OH 44870
2. 424 Scott Street, Sandusky, OH 44870
3. 828 Decatur Street, Sandusky, OH 44870 (House Only)
4. 927 Wildman Street, Sandusky, OH 44870
5. 1404 Third Street, Sandusky, OH 44870
6. 1819 Camp Street, Sandusky, OH 44870
7. 1914 Pearl Street, Sandusky, OH 44870 (Garage Only) – Alternate #1
8. 1025 Hancock Street, Sandusky, OH 44870 (Shed Only) – Alternate #2
9. 1102 Columbus Avenue, Sandusky, OH 44870 – Alternate #3
10. 1516 Camp Street, Sandusky, OH 44870 – Alternate #4
11. 1421 McDonough Street, Sandusky, OH 44870 (Garage Only) – Alternate #5

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties is necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for ten (10) of the demolitions will be paid with FY17 Community Development Block Grant Funds, 1819 Camp Street will be demolished using EMS Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proposed CDBG FY17 - Demolition Project #2 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, 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.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY17 DEMOLITION PROJECT #2; 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 CDBG FY17 Demolition Project #2 involves asbestos abatement and demolition of ten (10) residential structures, and one (1) commercial structure (1819 Camp Street), which are vacant and blighted, of which ten (10) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 2018 Wilson Street, 828 Decatur Street (House Only), 927 Wildman Street, 1404 Third Street, 1819 Camp Street, 1914 Peal Street (Garage Only), 1025 Hancock Street (Shed Only), 1102 Columbus Avenue, 1516 Camp Street and 1421 McDonough Street (Garage Only), and the last property is located at 424 Scott Street and is owned by the City as part of the Land Reutilization Program; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY17 Community Development Block Grant (CDBG) funds and 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 CDBG FY17 Demolition Project #2.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY17 Demolition Project #2 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 CDBG FY17 Demolition Project #2 as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: February 26, 2018



Department of Community Development

Matthew D. Lasko
mlasko@ci.sandusky.oh.us

222 Meigs St.
Sandusky, OH 44870
Phone: 419.627.5707
Fax: 419.627.5933
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: February 14, 2018
Subject: Commission Agenda Item – Resolution of Necessity

Items for Consideration: Approval of a resolution accepting the petition of John and Adrienne O'Donnell for special assessments for various special energy improvement projects.

Background Information: Per Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to create ESIDs upon a petition to a municipal corporation or township. ESIDs are voluntary organizations created on behalf of property owners undertaking special energy improvement projects at certain properties and allows for the finance of such special energy improvement projects by way of voluntary special assessments. These special assessment are paid semi-annually as a means to aid businesses by keeping lines of credit and other business equity/cash uncommitted to be used on other business purposes. In many instances, the assessments are able to be paid in whole or in part due to energy savings realized by the property owner.

The City of Sandusky created the “City of Sandusky Energy Special Improvement District, Inc.” (“Sandusky ESID”) in 2016. Property owners can be added to the Sandusky ESID by undertaking qualified energy improvement projects, but must also petition the City Commission for inclusion. This communication requests the Sandusky City Commission to accept the petition from John and Adrienne O'Donnell for their proposed project and inclusion in the Sandusky ESID.

John and Adrienne O'Donnell are the owners of Imagine Baking located at 1034 Hancock Street. Imagine Baking is a full-service contract bakery focusing on gluten-free, organic and conventional baked products and also have a research and development lab on-site. The owners are planning to undertake a \$362,000 construction project including roof replacement and repair, LED lighting installation, and various equipment purchases. The Toledo-Lucas County Port Authority is funding 100% of the project costs.

The proposed project was considered by the Board of the Directors of the Sandusky ESID on February 13th 2018 and was approved unanimously.

Budgetary Information: There are no budgetary impacts resulting from this legislation.

Action Requested: It is requested that the proper legislation be prepared to approve a Resolution of Necessity accepting the petition of John and Adrienne O'Donnell for special assessments for various special energy improvement projects and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the financing to be closed and construction to commence on the improvements as quickly as possible.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING THE PETITION OF JOHN AND ADRIENNE O'DONNELL, LLC, (D.B.A. IMAGINE BAKING, INC.) FOR SPECIAL ENERGY IMPROVEMENT PROJECTS IN ACCORDANCE WITH OHIO REVISED CODE CHAPTERS 727 AND 1710; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN ENERGY PROJECT AGREEMENT IN RELATION TO THE SPECIAL ENERGY IMPROVEMENT PROJECTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky created an Energy Special Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Sandusky, Ohio Energy Improvement District, Inc. ("Corporation"), to govern the District by Resolution No. 018-16R, passed on March 14, 2016; and

WHEREAS, pursuant to said Resolution, property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code and Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and

WHEREAS, the City of Toledo and the Toledo-Lucas County Port Authority ("Port Authority") have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District, to govern the District. The Northwest Ohio Advanced Energy Improvement District and Port Authority have provided technical and financial assistance to the District for this project; and

WHEREAS, John and Adrienne O'Donnell, LLC, d.b.a. Imagine Baking, Inc. (herein known as the "Petitioners") are the owners of 100% of the property described on Exhibit "A" attached hereto (the "Properties") and will executed an Energy Project Agreement (the "Agreement") with the City of Sandusky Energy Improvement District and the Northwest Ohio Advanced Energy Improvement District ("NW Ohio ESID") upon passage of this Resolution, a copy of the Energy Project Agreement is attached to the Petition as Exhibit "1"; and ; and

WHEREAS, pursuant to the Agreement, and upon Application to the City of Sandusky, Ohio Energy Improvement District, Inc. for membership and financing of special energy improvement projects to the Properties; the Corporation, NW Ohio ESID, and John and Adrienne O'Donnell, LLC have caused an energy audit to the property to be completed; and; and

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which John and Adrienne O'Donnell, LLC has determined to proceed with implementation, and to pay by way of special assessments; and

WHEREAS, John and Adrienne O'Donnell, LLC has submitted to this City Commission a petition ("Petition") seeking (i) the addition certain of its property

to the District and (ii) approval of an amendment to the District's comprehensive plan for special energy improvement projects to include John and Adrienne O'Donnell Special Energy Improvement Projects and requesting that those Projects be undertaken by the District and that the costs thereof be specially assessed against the properties; and

WHEREAS, a complete list and description of the John and Adrienne O'Donnell Special Energy Improvement Projects is on file with the Clerk of the Sandusky City Commission, a copy of which is attached to this Resolution and marked Exhibit "B", and provides the following information for the John and Adrienne O'Donnell Special Energy Improvement Projects:

1. Identification of the parcels numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement projects for the particular parcels; and
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law); and

WHEREAS, the annual special assessments for the Project are to be paid in semi-annual payments over fourteen (14) years. The plans and specifications for the John and Adrienne O'Donnell Special Energy Improvement Projects are on file with the Clerk of the City Commission. The John and Adrienne O'Donnell, LLC petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Sandusky City Charter and the Sandusky Codified Ordinances. John and Adrienne O'Donnell, LLC consents to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects; and

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. This resolution accepts and approves the petition from John and Adrienne O'Donnell, LLC, (d.b.a. Imagine Baking, Inc.) to begin that special assessment process, and is accompanied by an ordinance to proceed with John and Adrienne O'Donnell, LLC. When the John and Adrienne O'Donnell Special Energy Improvement Projects are complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited properties will be presented to this City Commission; and

WHEREAS, the addition of John and Adrienne O'Donnell, LLC property into the City of Sandusky, Ohio Energy Special Improvement District as well as the said projects on said parcel were considered by the Board of the Directors of the Sandusky Energy Special Improvement District on February 13, 2018, and was unanimously approved; 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 allow the owners to immediately begin commencement of the John and Adrienne O'Donnell Special Energy Improvement Projects and to expedite the levying of assessments upon completion; 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 accepts and approves the Petition of John and Adrienne O'Donnell, LLC (d.b.a Imagine Baking, Inc.) for the John and Adrienne O'Donnell Special Energy Improvement Projects described herein and in Exhibit "B" attached to this Resolution, which is on file with the Clerk of the City Commission. All of the findings and determinations contained in the preceding preambles are incorporated herein and adopted as substantive findings and determinations of this City Commission.

Section 2. This City Commission (i) accepts and confirms the inclusion of the property listed in Exhibit "A" in the District, which, pursuant to Chapter 1710 of the Ohio Revised Code, is governed by the Corporation, and (ii) declares the necessity of the acquisition, installation and construction of the John and Adrienne O'Donnell Special Energy Improvement Projects, which shall be constructed on the property identified in Exhibit "A".

Section 3. This City Commission approves the form of the Energy Project Agreement and authorizes and directs the City Manager to execute the Agreement on behalf of the City in substantially the form attached to this Resolution, marked Exhibit "1", together with such revisions or additions as are approved by the Law Director as being consistent with the objectives and requirements of this Resolution and with carrying out the City's public purposes.

Section 4. This City Commission hereby confirms its approval of the plan for the District, including (and as supplemented and amended by and to include) the plans for the John and Adrienne O'Donnell Special Energy Improvement Projects, and the Corporation is authorized and directed to cause the John and Adrienne O'Donnell Special Energy Improvement Projects to be constructed under such

contracts as it determines to be appropriate under law and in accordance with the plan for the District, including (and as supplemented and amended by and to include) the plans for the John and Adrienne O'Donnell Special Energy Improvement Projects.

Section 5. The plans, specifications, estimates of costs, and profiles of the proposed John and Adrienne O'Donnell Special Energy Improvement Projects identified in Exhibit "B" on file with the Clerk of the City Commission and open to inspection are hereby approved, and the John and Adrienne O'Donnell Special Energy Improvement Projects shall be acquired, installed and constructed in accordance with those plans and specifications.

Section 6. This City Commission hereby finds and determines that (i) the John and Adrienne O'Donnell Special Energy Improvement Projects are conducive to the public health, convenience and welfare of the City and its inhabitants and (ii) the properties of John and Adrienne O'Donnell, LLC, identified in Exhibit "A" are specially benefited by those Projects.

Section 7. This City Commission hereby accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised Code, the Sandusky City Charter and the Sandusky Codified Ordinances, and consents to the immediate imposition of the special assessments upon the properties as identified in Exhibit "A". This waiver encompasses but is not limited to waivers of the following rights under the Revised Sections referred to below:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and 727.14;
- The right to limit the amount of the special assessment under Sections 727.03 and 727.06;
- The right to file an objection to the special assessment under Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and 727.17;
- The right to file any claim for damages under Sections 727.18 through 727.22 and Section 727.43;
- The right to notice that bids or quotations for John and Adrienne O'Donnell Special Energy Improvement Projects may exceed estimates by 15%;

- The right to seek a deferral of payments of special assessments under Section 727.251; and
- The right to notice of the passage of the assessing ordinance under Section 727.26.
- Any and all procedural defects, errors or omissions in the special assessment process.

Section 8. The total cost of the John and Adrienne O'Donnell Special Energy Improvement Projects shall be assessed against the properties of John and Adrienne O'Donnell, LLC identified in Exhibit "A" in proportion to the benefits resulting from the John and Adrienne O'Donnell Special Energy Improvement Projects.

Section 9. The total cost of the John and Adrienne O'Donnell Special Energy Improvement Projects shall include any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs, the amount of any damages resulting from those Projects and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing and otherwise acquiring any real estate or interests therein, expenses of legal services, costs of labor and material, trustee fees and other financing costs incurred in connection with the issuance, sale and servicing of securities issued by the Port Authority to provide a loan to the Corporation to pay costs of those Projects in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority, the administrative fee, together with all other necessary expenditures.

Section 10. The estimated assessments heretofore prepared and now on file with the Clerk of City Commission and amounting in the aggregate to \$593,077.96 be and are hereby adopted. The special assessments to be levied shall be paid according to the following schedule: in fourteen annual (28 semi-annual) installments, with interest thereon at the same rate or rates as shall be borne by the securities to be issued by the NW Ohio ESID and loaned to the Corporation for the John and Adrienne O'Donnell Special Energy Improvement Projects in anticipation of its receipt of the special assessments.

Section 11. The City does not intend to issue its own securities in anticipation of the levy or collection of the special assessments for the John and

Adrienne O'Donnell Special Energy Improvement Projects, which instead shall be paid for initially from proceeds of the securities issued by the Port Authority for that purpose, and repaid through the special assessment process described herein.

Section 12. 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 13. 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 14. That this Resolution is declared to be an emergency measure and shall take effect and be in force from and after its passage 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. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health, safety and property; and for the further reason that immediate action is necessary in order to conserve energy, protect the environment of the City, and undertake construction of necessary public improvements, as well as, provide and enable the timely levying, certification and collection of the special assessments for the John and Adrienne O'Donnell Special Energy Improvement Projects.

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

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

Passed: February 26, 2018

ENERGY PROJECT AGREEMENT

WHEREAS, John and Adrienne O'Donnell, LLC, a limited liability company under the laws of the State of Ohio with offices at 1034 Hancock Street, Sandusky, Ohio 44870 (the "Company"), has made application to the City of Sandusky, Ohio Energy Special Improvement District (the "Sandusky ESID") and the Northwest Ohio Advanced Energy Improvement District ("the NW Ohio ESID") for funding a certain special energy improvement project ("Energy Project"), more particularly described in Company's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Three Hundred Sixty Two Thousand Dollars (\$362,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NW Ohio ESID has agreed to fund; and

WHEREAS, the Company requests that the Energy Project be funded through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the NW Ohio ESID agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Company agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NW Ohio ESID, Sandusky ESID, City of Sandusky, Ohio (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the NW Ohio ESID to provide the funds for the Energy Project, the Company agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the ___ day of January, 2018, the Company, the Sandusky ESID, and the NW Ohio ESID do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. **Consent to Special Assessments.** The Company consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 1034 Hancock Street, Sandusky, Ohio 44870, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Erie County, Ohio (the "Fiscal Officer"): Parcel Numbers/PPN's: **57-00902.000**. A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Company consents to the imposition of the Special Assessments with respect to those parcels as well. The Company acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

EXHIBIT

"1"

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Three Hundred Sixty Two Thousand dollars and Zero cents (\$362,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NW Ohio ESID, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, bond fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Company acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on **Exhibit B** attached to this Agreement and incorporated into this Agreement by this reference. The Company agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Sandusky ESID and NW Ohio ESID for all costs, including financing costs, for the Energy Project.

2. Agreement to Cooperate. The Company agrees to provide full and timely cooperation to the Sandusky ESID and the NW Ohio ESID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Treasurer of Erie County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Company agrees that pursuant to a Petition for Creation of Energy Special Improvement District and for Special Assessment for Special Energy Improvement Projects (the "Petition"), it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Sandusky ESID. The Company therefore shall be a member of the Sandusky ESID. The Company further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Company agrees to provide on-going cooperation with the Sandusky ESID, NW Ohio ESID, and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Sandusky ESID and NW Ohio ESID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. Execution of Documents; Appointment of Agent. Upon the request of the NW Ohio ESID, the Company shall execute or cause to be executed by appropriate Company officials, all applications, petitions for special assessments, waivers, acknowledgements, and other

instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Company hereby irrevocably appoints the NW Ohio ESID's Chairperson, or such other individual as the NW Ohio ESID may name from time to time, as the Company's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of the Company and to bind the Company and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Company grants the NW Ohio ESID full irrevocable power and authority in the place of Company and in the name of Company or in NW Ohio ESID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on the Company's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NW Ohio ESID the full benefit of this Agreement, in each case as the NW Ohio ESID may from time to time deem advisable, the Company hereby agreeing that the NW Ohio ESID shall owe no duty whatever to the Company to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, the Company hereby irrevocably authorizes the NW Ohio ESID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on the Company's behalf, at the Company's expense and without the Company's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NW Ohio ESID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NW Ohio ESID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Company.

4. Waiver of Certain Rights. The Company acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City of Sandusky, Ohio and the Codified Ordinances of Sandusky, Ohio (collectively, "Assessment Rights"). The Company hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NW Ohio ESID or Sandusky ESID determine to be appropriate, and the Company expressly

requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Company further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Sandusky, Ohio or the Codified Ordinances of Sandusky, Ohio, 1998.

5. Representations and Warranties. The Company represents and warrants that:

- A. The Company is a duly organized and validly existing Limited Liability Company under the laws of the State of Ohio;
- B. The Company is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
- C. The Company and the individual executing this Agreement on behalf of the Company are duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Company is a party;
- E. The Company will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of three hundred sixty two thousand dollars (\$362,000.) In the event that the Energy Project is completed below the estimated cost of three hundred sixty two thousand dollars (\$362,000) the remaining amount shall be used to reduce the final assessment amount payable; and
- F. All of the factual statements concerning the Company contained in the Application and in this Agreement are true and accurate to the best of the Company's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Company will promptly disclose the same to the Sandusky ESID and the NW Ohio ESID.

6. Assignment; Third Party Beneficiaries. The Company may not assign this Agreement without the consent of each of the Sandusky ESID and the NW Ohio ESID, which consent shall not be unreasonably withheld. Either of the Sandusky ESID or the NW Ohio ESID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Company.

7. Default. If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Sandusky ESID and NW Ohio ESID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Company fails to pay an installment of any Special Assessment when due.
- B. The Company fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the either the NW Ohio ESID.

- C. The Company is in breach of any of its representations or warranties under this Agreement.
- D. The Company abandons the Property.
- E. The Company commits waste upon the Property.
- F. The Company becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Sandusky ESID and NW Ohio ESID may have, the Sandusky ESID and the NW Ohio ESID each may recover from Company all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. General.

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Company acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- D. The Company acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Company is entering into this Agreement knowingly and voluntarily.
- E. The Sandusky ESID, NW Ohio ESID and the Company are, in relation to one another, independent contractors and not agents of one another, except to the extent the NW Ohio ESID is authorized to act on behalf of the Company in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- F. The Company acknowledges that the Sandusky ESID and NW Ohio ESID have been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.
- G. The Sandusky ESID or NW Ohio ESID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Sandusky ESID and NW Ohio ESID.

- H. The Company shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- I. The Company acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NW Ohio ESID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Company waives and authorizes the NW Ohio ESID to waive on its behalf, the right to pay the Special Assessments in cash.
- J. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NW Ohio ESID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NW Ohio ESID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- K. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- L. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

COMPANY:

John and Adrienne O'Donnell, LLC

By: _____

Name: Adrienne O'Donnell

Title: Member

Date: _____

On the __ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, Adrienne O'Donnell, Member, John and Adrienne O'Donnell, LLC, who acknowledged that she did execute the foregoing Energy Project Agreement on behalf of John and Adrienne O'Donnell, LLC and that the same was the free act and deed of John and Adrienne O'Donnell, LLC and himself as such officer of John and Adrienne O'Donnell, LLC.

Notary Public

NW OHIO ESID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: _____
Kevin Moyer

Its: Chairperson

Date:

On the ___ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.

Notary Public

SANDUSKY ESID:

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date:

On the __ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, _____, the _____ of the City of Sandusky, Ohio Energy Special Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the City of Sandusky, Ohio Energy Special Improvement District and that the same was the free act and deed of said City of Sandusky, Ohio Energy Special Improvement District and of himself as such officer of the City of Sandusky, Ohio Energy Special Improvement District.

Notary Public

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 1034 Hancock Street, Sandusky, Ohio 44870. The area of the real property subject to this Petition is approximately 1 acre. The Erie County Auditor Parcel IDs for the real property subject to this Petition are: 57-00902.000. The following is the legal description for the real property subject to this Petition:

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

Known as being the whole of Lots 47, 49, 51, 53 on Franklin Street, the whole of Lots 71, 73, 75 and 77 on Hancock Street, part of Lots 55 and 61 on Franklin Street and part of Lots 67 and 69 on Hancock Street, Second Ward, City of Sandusky, Erie County, Ohio and being more particularly described as follows:

Beginning at a 1/2" iron pin set at the most northerly corner of Lot 47, said point being on the southwesterly right of way of Franklin Street, where the same intersects the southeasterly right of way of Neil Street;

Thence South 26 deg. 45' 56" East along the northeasterly line of Lots 47, 49, 51, 53 and 55, the same being the southwesterly right of way line of Franklin Street, a distance of 333.26 feet to a 1/2" iron pin set at the most northerly corner of lands now or formerly owned by Theodore and Eugenia Morey, as recorded in Book 49, Page 966 of the Erie County Deed Records;

Thence South 03 deg. 41' 54" East along the westerly line of said Morey's land, a distance of 74.27 feet to a drill hole cut in a concrete sidewalk at said Morey's most southerly corner, said point also being on the northwesterly right of way line of Scott Street; Thence South 63 deg. 06' 04" West along the southeasterly line of Lots 61 and 77, the same being the northwesterly right of way line of Scott Street, a distance of 368.14 feet to a drill hole cut in a concrete sidewalk at the most southerly corner of Lot 77, said point also being on the northeasterly right of way line of Hancock Street;

Thence North 26 deg. 49' 56" West along the southwesterly line of Lots 77, 75, 73 and 71, the same being the northeasterly right of way line of Hancock Street, a distance of 267.76 feet to the most westerly corner of Lot 71, the same being the most southerly corner of Lot 69 and lands now or formerly owned by Lawrence H. Schell, as recorded in Book 101, Page 220 of the Erie County Deed Records;

Thence North 63 deg. 06' 44" East along the southeasterly line of Lot 69 and lands of said Schell, a distance of 132.52 feet to a 1/2" iron pin set at the most easterly corner of said Schell's land;

Thence North 26 deg. 48' 36" West along the northeasterly line of said Schell's land and the northeasterly line of lands now or formerly owned by St. Stephen African Methodist Episcopal Church of Sandusky, Ohio, as recorded in Volume 348, Page 210 of the Erie County Deed Records, a distance of 133.87 feet to a drill hole set in a concrete sidewalk at the most northerly corner of said church land;

Thence North 63 deg. 07' 04" East along the northwesterly line of Lots 67 and 47, the same being the southeasterly right of way line of Neil Street, a distance of 265.14 feet to the Principal Place of Beginning.

Parcel No. 57-00902.000

EXHIBIT
"A"

EXHIBIT B

Project Plan for John and Adrienne O'Donnell LLC

The real property owned by John and Adrienne O'Donnell, LLC at 1034 Hancock Street, Sandusky, Ohio 44870, and consisting of Parcel 57-00902.000, serves as a commercial bakery.

The property will be subject to special assessments for energy improvements in accordance with Chapter 1710 of the Ohio Revised Code.

The Project is expected to consist of the following energy efficiency elements:

- LED lighting
- Roof Upgrades
- Equipment upgrades

Total project cost: \$362,000

Total cost including financing and other charges: \$417,652.15

Total assessment payments to be collected: \$593,077.96

Estimated Annual assessment payment: \$42,362.72

Estimated semi-annual special assessments for 14 years*: \$21,181.36

Number of semi-annual installments: 28

First annual installment due: January 31, 2019

The schedule of Special Assessments for the Authorized Improvements is as follows:

Year Payments Are Due	Total Annual Assessment Parcel	1st Half (Due 1/31)	2nd Half (Due 7/31)
2018	\$42,362.72	\$21,181.36	\$21,181.36
2019	\$42,362.72	\$21,181.36	\$21,181.36
2020	\$42,362.72	\$21,181.36	\$21,181.36
2021	\$42,362.72	\$21,181.36	\$21,181.36
2022	\$42,362.72	\$21,181.36	\$21,181.36
2023	\$42,362.72	\$21,181.36	\$21,181.36
2024	\$42,362.72	\$21,181.36	\$21,181.36
2025	\$42,362.72	\$21,181.36	\$21,181.36
2026	\$42,362.72	\$21,181.36	\$21,181.36
2027	\$42,362.72	\$21,181.36	\$21,181.36
2028	\$42,362.72	\$21,181.36	\$21,181.36
2029	\$42,362.72	\$21,181.36	\$21,181.36
2030	\$42,362.72	\$21,181.36	\$21,181.36
2031	\$42,362.60	\$21,181.30	\$21,181.30
Total Assessment	\$593,077.96		

EXHIBIT

"B"

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Erie County Fiscal Officer under certain conditions.

The County Fiscal Officer of Erie County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Erie County, Ohio to each semi-annual Semiannual Assessment payment.



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: February 14, 2018
Subject: Commission Agenda Item – Ordinance to Proceed

Items for Consideration: Approval of an ordinance to proceed with certain John and Adrienne O'Donnell special energy improvement projects by way of special assessments.

Background Information: Per Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to create ESIDs upon a petition to a municipal corporation or township. ESIDs are voluntary organizations created on behalf of property owners undertaking special energy improvement projects at certain properties and allows for the finance of such special energy improvement projects by way of voluntary special assessments. These special assessments are paid semi-annually as a means to aid businesses by keeping lines of credit and other business equity/cash uncommitted to be used on other business purposes. In many instances, the assessments are able to be paid in whole or in part due to energy savings realized by the property owner.

The City of Sandusky created the "City of Sandusky Energy Special Improvement District, Inc." ("Sandusky ESID") in 2016. Property owners can be added to the Sandusky ESID by undertaking qualified energy improvement projects, but must also petition the City Commission for inclusion and have an ordinance to proceed and ordinance to levy approved. This communication requests the Sandusky City Commission to approve an ordinance to proceed with certain John and Adrienne O'Donnell special energy improvement projects by way of special assessments.

John and Adrienne O'Donnell are the owners of Imagine Baking located at 1034 Hancock Street. Imagine Baking is a full-service contract bakery focusing on gluten-free, organic and conventional baked products and also have a research and development lab on-site. The owners are planning to undertake a \$362,000 construction project including roof replacement and repair, LED lighting installation, and various equipment purchases. The Toledo-Lucas County Port Authority is funding 100% of the project costs.

The proposed project was considered by the Board of the Directors of the Sandusky ESID on February 13th 2018 and was approved unanimously.

Budgetary Information: There are no budgetary impacts resulting from this legislation.

Action Requested: It is requested that the proper legislation be prepared to approve an ordinance to proceed with certain John and Adrienne O'Donnell special energy improvement projects by way of special assessments and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the financing to be closed and construction to commence on the improvements as quickly as possible.

I concur with this recommendation:

Eric L. Wobser
City Manager

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 DETERMINING TO PROCEED WITH CERTAIN JOHN AND ADRIENNE O'DONNELL SPECIAL ENERGY IMPROVEMENT PROJECTS BY WAY OF SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTERS 1710 AND 727 OF THE OHIO REVISED CODE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky created an Energy Special Improvement District ("District") under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City Of Sandusky, Ohio Energy Special Improvement District, Inc. ("Corporation"), to govern the District by Resolution No. 018-16R, passed on March 14, 2016. Property owners within the District are permitted to make certain "energy efficiency improvements" to their properties, which constitute a "special energy improvement project", and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments; and

WHEREAS, the City of Toledo and the Toledo-Lucas County Port Authority ("Port Authority") have partnered to create an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the Northwest Ohio Advanced Energy Improvement District, to govern the District. The Northwest Ohio Advanced Energy Improvement District and Port Authority have provided technical and financial assistance to the District for this project; and

WHEREAS, John and Adrienne O'Donnell, LLC, d.b.a. Imagine Baking, Inc. (the "Petitioner") is the owner of 100% of the property described on Exhibit "A" attached hereto (the "Properties"). The Petitioner will execute an Energy Project Agreement (the "Agreement") with the Corporation and the Northwest Ohio Advanced Energy Improvement District upon passage of this Ordinance. A copy of the Energy Project Agreement is attached to the Petition as Exhibit "1"; and

WHEREAS, pursuant to the Agreement, and upon Application to the City Of Sandusky, Ohio Energy Special Improvement District, Inc. for membership and financing of special energy improvement projects to the Properties; the Port Authority, Corporation, and John and Adrienne O'Donnell, LLC, have caused an energy audit to the property to be completed; and

WHEREAS, the energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Revised Code Section 1710.01(K), which John and Adrienne O'Donnell, LLC, has determined to proceed with implementation, and to pay by way of special assessments; and

WHEREAS, John and Adrienne O'Donnell, LLC, has submitted to this City Commission a petition ("Petition") seeking (i) the addition certain of its property to the District and (ii) approval of the District's initial comprehensive plan for

special energy improvement projects, including the John and Adrienne O'Donnell Special Energy Improvement Projects and requesting that those Projects be undertaken by the District and that the costs thereof be specially assessed against the properties of the John and Adrienne O'Donnell, LLC, specially benefited thereby; and

WHEREAS, a complete list and description of the John and Adrienne O'Donnell Special Energy Improvement Projects is on file with the Clerk of the City Commission and is attached as Exhibit "B" to this Ordinance. Exhibit "B" provides the following information for the John and Adrienne O'Donnell Special Energy Improvement Projects:

1. Identification of the parcel number(s) and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel; and
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law); and

WHEREAS, the total dollar cost of the John and Adrienne O'Donnell Special Energy Improvement Projects, subject to capitalized interest on the Port Authority's revenue bonds, reserve fund for the Port Authority's bonds, and costs of issuance of the Port Authority's revenue bonds (collectively, the "Project"), is estimated to be three hundred eighty nine thousand dollars. Each semi-annual payment represents the payment of a portion of the principal of and interest on the Port Authority's revenue bonds and the scheduled amounts payable as the Port Authority administrative fee, the Port authority program administration fee, the trustee fee and the Erie County, Ohio special assessment collection fee due with respect to each semi-annual payment; and

WHEREAS, the Port Authority, Northwest Ohio Advanced Energy Improvement District, and the Corporation are funding the cost of the Project through the issuance of bonds. Ultimately, the bonds will be repaid over time from the amounts the John and Adrienne O'Donnell, LLC, pays as special assessments. John and Adrienne O'Donnell, LLC, in turn, is expected to be able to pay the special assessments from the energy savings estimated to be achieved as a result of the Project; and

WHEREAS, the annual special assessments for the Project are to be paid in semi-annual payments over fourteen (14) years. The plans and specifications for the John and Adrienne O'Donnell Special Energy Improvement Projects are on file with the Clerk of the City Commission. The John and Adrienne O'Donnell, LLC, petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Revised

Code, the Sandusky City Charter and the Sandusky Codified Ordinances. The John and Adrienne O'Donnell, LLC, consents to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects; and

WHEREAS, this special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. This Ordinance accepts and approves the petition from the John and Adrienne O'Donnell, LLC, to begin that special assessment process, and is accompanied by an ordinance to proceed with the John and Adrienne O'Donnell Special Energy Improvement Projects. When John and Adrienne O'Donnell Special Energy Improvement Projects are complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited properties will be presented to the City Commission; 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 conserve energy, protect the environment of the City and undertake the construction of necessary public improvements, as well as, enable and provide for the timely levying, certification and collection of special assessments for the B&B Realty Holdings Special Energy Improvement Projects; 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 hereby determines to proceed with the John and Adrienne O'Donnell Energy Improvement Project as described in the John and Adrienne O'Donnell, LLC, Petition and in the Resolution of Necessity, including the Exhibit "B" thereto, and in accordance with the plans, specifications, profiles and estimates of costs previously approved and now on file with the Clerk of the City Commission.

Section 2. The Corporation shall cause the John and Adrienne O'Donnell Special Energy Improvement Project to be constructed under such contracts as it

determines to be appropriate under law and in accordance with the plans and specifications approved by this City Commission.

Section 3. The total cost of the John and Adrienne O'Donnell Special Energy Improvement Projects to be assessed in accordance with the Resolution of Necessity shall be assessed on the properties in the manner and pursuant to the payment schedule set forth in the Resolution of Necessity, and the estimated special assessments prepared and filed in the Office of the Clerk of the City Commission are adopted.

Section 4. The Clerk of the City Commission is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage, but in no event later than the second Monday in September, 2018 (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Erie County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2018).

Section 5. 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 6. 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 7. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage 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. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and property; and for the further reason that immediate action is necessary in order to conserve

energy, protect the environment of the City, and undertake construction of necessary public improvements, as well as, provide and enable the timely levying, certification and collection of the special assessments for the John and Adrienne O'Donnell Special Energy Improvement Projects.

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

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

Passed: February 26, 2018

ENERGY PROJECT AGREEMENT

WHEREAS, John and Adrienne O'Donnell, LLC, a limited liability company under the laws of the State of Ohio with offices at 1034 Hancock Street, Sandusky, Ohio 44870 (the "Company"), has made application to the City of Sandusky, Ohio Energy Special Improvement District (the "Sandusky ESID") and the Northwest Ohio Advanced Energy Improvement District ("the NW Ohio ESID") for funding a certain special energy improvement project ("Energy Project"), more particularly described in Company's application ("Application"); and

WHEREAS, the Energy Project has an overall estimated cost of Three Hundred Sixty Two Thousand Dollars (\$362,000.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in **Exhibit B**, which the NW Ohio ESID has agreed to fund; and

WHEREAS, the Company requests that the Energy Project be funded through special assessments ("Special Assessments") upon the real property upon which the Energy Project will be constructed and exist ("the Property") as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the NW Ohio ESID agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Company agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the NW Ohio ESID, Sandusky ESID, City of Sandusky, Ohio (the "City") and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the NW Ohio ESID to provide the funds for the Energy Project, the Company agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the ___ day of January, 2018, the Company, the Sandusky ESID, and the NW Ohio ESID do hereby enter into this Energy Project Agreement ("Agreement") as follows:

1. **Consent to Special Assessments.** The Company consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 1034 Hancock Street, Sandusky, Ohio 44870, and which consists of the following permanent parcel numbers in the records of the Fiscal Officer of Erie County, Ohio (the "Fiscal Officer"): Parcel Numbers/PPN's: **57-00902.000**. A legal description of the Property is attached to this Agreement as **Exhibit A** and incorporated into this Agreement by this reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Company consents to the imposition of the Special Assessments with respect to those parcels as well. The Company acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

EXHIBIT

"1"

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits ("Energy Project Amount") and is estimated to be Three Hundred Sixty Two Thousand dollars and Zero cents (\$362,000.00). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount, as determined by and in the sole discretion of the NW Ohio ESID, and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, bond fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Company acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on **Exhibit B** attached to this Agreement and incorporated into this Agreement by this reference. The Company agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Sandusky ESID and NW Ohio ESID for all costs, including financing costs, for the Energy Project.

2. Agreement to Cooperate. The Company agrees to provide full and timely cooperation to the Sandusky ESID and the NW Ohio ESID and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City, the Toledo-Lucas County Port Authority, Fiscal Officer, and the Treasurer of Erie County, Ohio (the "Treasurer"), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Company agrees that pursuant to a Petition for Creation of Energy Special Improvement District and for Special Assessment for Special Energy Improvement Projects (the "Petition"), it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Sandusky ESID. The Company therefore shall be a member of the Sandusky ESID. The Company further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Company agrees to provide on-going cooperation with the Sandusky ESID, NW Ohio ESID, and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Sandusky ESID and NW Ohio ESID agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

3. Execution of Documents; Appointment of Agent. Upon the request of the NW Ohio ESID, the Company shall execute or cause to be executed by appropriate Company officials, all applications, petitions for special assessments, waivers, acknowledgements, and other

instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Company hereby irrevocably appoints the NW Ohio ESID's Chairperson, or such other individual as the NW Ohio ESID may name from time to time, as the Company's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of the Company and to bind the Company and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Company grants the NW Ohio ESID full irrevocable power and authority in the place of Company and in the name of Company or in NW Ohio ESID's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on the Company's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the NW Ohio ESID the full benefit of this Agreement, in each case as the NW Ohio ESID may from time to time deem advisable, the Company hereby agreeing that the NW Ohio ESID shall owe no duty whatever to the Company to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, the Company hereby irrevocably authorizes the NW Ohio ESID, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on the Company's behalf, at the Company's expense and without the Company's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the NW Ohio ESID may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the NW Ohio ESID filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Company.

4. Waiver of Certain Rights. The Company acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City of Sandusky, Ohio and the Codified Ordinances of Sandusky, Ohio (collectively, "Assessment Rights"). The Company hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the NW Ohio ESID or Sandusky ESID determine to be appropriate, and the Company expressly

requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Company further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Sandusky, Ohio or the Codified Ordinances of Sandusky, Ohio, 1998.

5. **Representations and Warranties.** The Company represents and warrants that:

- A. The Company is a duly organized and validly existing Limited Liability Company under the laws of the State of Ohio;
- B. The Company is the owner of the Property with the legal authority to subject the Property to the Special Assessments;
- C. The Company and the individual executing this Agreement on behalf of the Company are duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Company is a party;
- E. The Company will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of three hundred sixty two thousand dollars (\$362,000.) In the event that the Energy Project is completed below the estimated cost of three hundred sixty two thousand dollars (\$362,000) the remaining amount shall be used to reduce the final assessment amount payable; and
- F. All of the factual statements concerning the Company contained in the Application and in this Agreement are true and accurate to the best of the Company's knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Company will promptly disclose the same to the Sandusky ESID and the NW Ohio ESID.

6. **Assignment; Third Party Beneficiaries.** The Company may not assign this Agreement without the consent of each of the Sandusky ESID and the NW Ohio ESID, which consent shall not be unreasonably withheld. Either of the Sandusky ESID or the NW Ohio ESID may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Company.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the Sandusky ESID and NW Ohio ESID shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Company fails to pay an installment of any Special Assessment when due.
- B. The Company fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the either the NW Ohio ESID.

- C. The Company is in breach of any of its representations or warranties under this Agreement.
- D. The Company abandons the Property.
- E. The Company commits waste upon the Property.
- F. The Company becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Sandusky ESID and NW Ohio ESID may have, the Sandusky ESID and the NW Ohio ESID each may recover from Company all damages they respectively incur by reason of the Default, including reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Company acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.
- D. The Company acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement's terms, conditions and provisions. The Company is entering into this Agreement knowingly and voluntarily.
- E. The Sandusky ESID, NW Ohio ESID and the Company are, in relation to one another, independent contractors and not agents of one another, except to the extent the NW Ohio ESID is authorized to act on behalf of the Company in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- F. The Company acknowledges that the Sandusky ESID and NW Ohio ESID have been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.
- G. The Sandusky ESID or NW Ohio ESID may cause this Agreement to be recorded in the office of the Fiscal Officer. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Sandusky ESID and NW Ohio ESID.

- H. The Company shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- I. The Company acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Fiscal Officer, as provided by law, to be placed by the Fiscal Officer on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the NW Ohio ESID and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Company waives and authorizes the NW Ohio ESID to waive on its behalf, the right to pay the Special Assessments in cash.
- J. At such time as the Special Assessments are no longer necessary to finance the Energy Project, the NW Ohio ESID having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the NW Ohio ESID will provide a release of this Agreement and cause the same to be recorded in the office of the Fiscal Officer.
- K. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- L. Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

[Signature Pages Follow]

COMPANY:

John and Adrienne O'Donnell, LLC

By: _____

Name: Adrienne O'Donnell

Title: Member

Date: _____

On the __ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, Adrienne O'Donnell, Member, John and Adrienne O'Donnell, LLC, who acknowledged that she did execute the foregoing Energy Project Agreement on behalf of John and Adrienne O'Donnell, LLC and that the same was the free act and deed of John and Adrienne O'Donnell, LLC and himself as such officer of John and Adrienne O'Donnell, LLC.

Notary Public

NW OHIO ESID:

THE NORTHWEST OHIO ADVANCED ENERGY IMPROVEMENT DISTRICT

By: _____
Kevin Moyer

Its: Chairperson

Date:

On the ___ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District and of himself as such officer of the Northwest Ohio Advanced Energy Improvement District.

Notary Public

SANDUSKY ESID:

CITY OF SANDUSKY, OHIO ENERGY SPECIAL IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date:

On the __ day of January, 2018 personally appeared before me, a notary public in and for the State of Ohio, _____, the _____ of the City of Sandusky, Ohio Energy Special Improvement District who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the City of Sandusky, Ohio Energy Special Improvement District and that the same was the free act and deed of said City of Sandusky, Ohio Energy Special Improvement District and of himself as such officer of the City of Sandusky, Ohio Energy Special Improvement District.

Notary Public

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO THIS PLAN:

The real property subject to this Petition is located at the commonly used mailing address: 1034 Hancock Street, Sandusky, Ohio 44870. The area of the real property subject to this Petition is approximately 1 acre. The Erie County Auditor Parcel IDs for the real property subject to this Petition are: 57-00902.000. The following is the legal description for the real property subject to this Petition:

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

Known as being the whole of Lots 47, 49, 51, 53 on Franklin Street, the whole of Lots 71, 73, 75 and 77 on Hancock Street, part of Lots 55 and 61 on Franklin Street and part of Lots 67 and 69 on Hancock Street, Second Ward, City of Sandusky, Erie County, Ohio and being more particularly described as follows:

Beginning at a 1/2" iron pin set at the most northerly corner of Lot 47, said point being on the southwesterly right of way of Franklin Street, where the same intersects the southeasterly right of way of Neil Street;

Thence South 26 deg. 45' 56" East along the northeasterly line of Lots 47, 49, 51, 53 and 55, the same being the southwesterly right of way line of Franklin Street, a distance of 333.26 feet to a 1/2" iron pin set at the most northerly corner of lands now or formerly owned by Theodore and Eugenia Morey, as recorded in Book 49, Page 966 of the Erie County Deed Records;

Thence South 03 deg. 41' 54" East along the westerly line of said Morey's land, a distance of 74.27 feet to a drill hole cut in a concrete sidewalk at said Morey's most southerly corner, said point also being on the northwesterly right of way line of Scott Street; Thence South 63 deg. 06' 04" West along the southeasterly line of Lots 61 and 77, the same being the northwesterly right of way line of Scott Street, a distance of 368.14 feet to a drill hole cut in a concrete sidewalk at the most southerly corner of Lot 77, said point also being on the northeasterly right of way line of Hancock Street;

Thence North 26 deg. 49' 56" West along the southwesterly line of Lots 77, 75, 73 and 71, the same being the northeasterly right of way line of Hancock Street, a distance of 267.76 feet to the most westerly corner of Lot 71, the same being the most southerly corner of Lot 69 and lands now or formerly owned by Lawrence H. Schell, as recorded in Book 101, Page 220 of the Erie County Deed Records;

Thence North 63 deg. 06' 44" East along the southeasterly line of Lot 69 and lands of said Schell, a distance of 132.52 feet to a 1/2" iron pin set at the most easterly corner of said Schell's land;

Thence North 26 deg. 48' 36" West along the northeasterly line of said Schell's land and the northeasterly line of lands now or formerly owned by St. Stephen African Methodist Episcopal Church of Sandusky, Ohio, as recorded in Volume 348, Page 210 of the Erie County Deed Records, a distance of 133.87 feet to a drill hole set in a concrete sidewalk at the most northerly corner of said church land;

Thence North 63 deg. 07' 04" East along the northwesterly line of Lots 67 and 47, the same being the southeasterly right of way line of Neil Street, a distance of 265.14 feet to the Principal Place of Beginning.

Parcel No. 57-00902.000

**EXHIBIT
"A"**

EXHIBIT B

Project Plan for John and Adrienne O'Donnell LLC

The real property owned by John and Adrienne O'Donnell, LLC at 1034 Hancock Street, Sandusky, Ohio 44870, and consisting of Parcel 57-00902.000, serves as a commercial bakery.

The property will be subject to special assessments for energy improvements in accordance with Chapter 1710 of the Ohio Revised Code.

The Project is expected to consist of the following energy efficiency elements:

- LED lighting
- Roof Upgrades
- Equipment upgrades

Total project cost: \$362,000

Total cost including financing and other charges: \$417,652.15

Total assessment payments to be collected: \$593,077.96

Estimated Annual assessment payment: \$42,362.72

Estimated semi-annual special assessments for 14 years*: \$21,181.36

Number of semi-annual installments: 28

First annual installment due: January 31, 2019

The schedule of Special Assessments for the Authorized Improvements is as follows:

Year Payments Are Due	Total Annual Assessment Parcel	1st Half (Due 1/31)	2nd Half (Due 7/31)
2018	\$42,362.72	\$21,181.36	\$21,181.36
2019	\$42,362.72	\$21,181.36	\$21,181.36
2020	\$42,362.72	\$21,181.36	\$21,181.36
2021	\$42,362.72	\$21,181.36	\$21,181.36
2022	\$42,362.72	\$21,181.36	\$21,181.36
2023	\$42,362.72	\$21,181.36	\$21,181.36
2024	\$42,362.72	\$21,181.36	\$21,181.36
2025	\$42,362.72	\$21,181.36	\$21,181.36
2026	\$42,362.72	\$21,181.36	\$21,181.36
2027	\$42,362.72	\$21,181.36	\$21,181.36
2028	\$42,362.72	\$21,181.36	\$21,181.36
2029	\$42,362.72	\$21,181.36	\$21,181.36
2030	\$42,362.72	\$21,181.36	\$21,181.36
2031	\$42,362.60	\$21,181.30	\$21,181.30
Total Assessment	\$593,077.96		

**EXHIBIT
"B"**

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Erie County Fiscal Officer under certain conditions.

The County Fiscal Officer of Erie County, Ohio may impose a special assessment collection fee with respect to each Semiannual Assessment payment. If imposed, this special assessment collection fee will be added by the County Fiscal Officer of Erie County, Ohio to each semi-annual Semiannual Assessment payment.