



SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MAY 14, 2018  
CITY HALL, 222 MEIGS STREET

INVOCATION	D. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, W. Poole, N. Lloyd, D. Murray, G. Lockhart, N. Lloyd & N. Twine
APPROVAL OF MINUTES	April 23, 2018
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

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**CONSENT AGENDA ITEMS**

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**SECOND READING**

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**A. Submitted by John Orzech, Police Chief**

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**DISPOSAL OF FIREARM MAGAZINES**

**Budgetary Information:** Vance Outdoor will give the Sandusky Police Department a credit of \$715 for the listed items that are no longer needed. These funds will be used to purchase equipment or supplies needed for the Sandusky Police Department.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to dispose of firearm magazines as having become unnecessary and unfit for city use pursuant to Section 25 of the city charter.

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**SECOND READING**

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**B. Submitted by Eric Wobser, City Manager**

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**ADDITION OF PROTECTED CLASSES FOR HOUSING MATTERS AND PROHIBITING DISCRIMINATION IN EMPLOYMENT AND PUBLIC ACCOMMODATIONS**

**Budgetary Information:** There is no budgetary impact.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part Five (General Offenses Code), Chapter 539 (Open Housing Code), Section 541.08 (Ethnic Intimidation), and by the addition of Chapter 557 (Discrimination Offenses other than Housing) of the Codified Ordinances, in the manner and way specifically set forth hereinbelow.

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

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**FIRST AMENDMENT TO LEASE AGREEMENT WITH NEW PAR DBA VERIZON WIRELESS FOR NORTH DEPOT STREET CELL TOWER (TIME EXTENSION)**

**Budgetary Information:** The city shall receive a one-time payment of \$100,000 within thirty days from the time of execution of the first amendment to the lease agreement. This one-time payment shall be deposited into the real estate development fund. As of the effective date of the first amendment, the city shall also receive annual rent of \$15,328.82 (subject to three percent annual escalators). These revenues will continue to be deposited into the general fund. Beginning on October 5, 2025, the city shall receive annual rent of \$19,418.08 (subject to three percent annual escalators). All revenues received by the city as well as by virtue of subleases entered into between Lessee and third parties will also continue to be deposited into the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a first amendment to lease agreement with New Par dba Verizon Wireless relating to the North Depot Street cell tower; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

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**LEASE ADDENDUM WITH OWEN SOUND TRANSPORTATION COMPANY FOR USE OF THE JACKSON STREET PIER**

**Budgetary Information:** The city shall receive a one-time payment of \$10,872 due and payable on or before July 20, 2018 for calendar year 2018. All revenues are to be deposited into the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a fifteenth addendum to the lease agreement between the city and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**CHANGE ORDER #1 WITH ED BURDUE & CO., LLC FOR DEMOLITION & ABATEMENT OF FORMER AMERICAN CRAYON FACILITY**

**Budgetary Information:** There is no budgetary impact with this legislation. This is merely impacting the deadline for substantial completion.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work being performed by Ed Burdue & Co., of Sandusky, Ohio, for the demolition and asbestos abatement of the former America Crayon facility project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**CHANGE ORDER #1 WITH HANK'S PLUMBING & HEATING CO., INC. FOR CEDAR POINT #14 EJECTOR STATION IMPROVEMENT PROJECT**

**Budgetary Information:** Change Order #1 will not impact the contract amount. The contract amount will remain at \$338,700 at this time.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first change order for work being performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the Cedar Point #14 ejector station improvement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**G. Submitted by Aaron Klein, Director of Public Works**

**CHANGE ORDER #1 & FINAL WITH PIT CONCRETE MASONRY, LTD. FOR 2017 SIDEWALK REPAIR & REPLACEMENT PROJECT**

**Budgetary Information:** The original contract with Pit Concrete Masonry, Ltd., is for \$92,198.50. Change Order #1 and final decreases the contract by \$8,819.43 to a total of \$83,379.07. It should be noted that the cost of the change order is a decrease of 9.6% from the original bid. The project will be paid with capital funds made available through Issue 8.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Pit Concrete Masonry, Ltd., of Chesterland, Ohio, for the 2017 sidewalk repair and replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**H. Submitted by Jeff Keefe, Project Engineer**

**CHANGE ORDER #1 WITH ROPPER CONSTRUCTION, INC. FOR THE VENICE HEIGHTS BOULEVARD RECONSTRUCTION PROJECT**

**Budgetary Information:** Change Order #1 and final reflects the actual work performed in the field and the actual quantities used and will deduct from the contract with Ropper Construction, Inc., of Willard, Ohio, the amount of \$86,799.80. The original contract amount was \$640,478.83 and the final contract amount will be \$553,679.03. This project is paid with \$52,627.79 from sewer funds and \$501,051.24 from Issue 8 funds from the capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Ropper Construction, Inc., of Willard, Ohio, for the Venice Heights Boulevard reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**I. Submitted by Aaron Klein, Director of Public Works**

**EMERGENCY HVAC REPAIRS AT BIG ISLAND WATER WORKS**

**Budgetary Information:** The cost of \$12,550 for purchase and installation of the HVAC unit will be paid from the water fund.

**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 Luxaire 12.5 ton stainless steel HVAC unit at the Big Island Water Works plant in the amount of \$12,550; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**REGULAR AGENDA**

**SECOND READING**

**ITEM #1**

**APPROVAL OF 2018 FIVE-YEAR CAPITAL IMPROVEMENT PLAN**

**Budgetary Information:** There is no budgetary impact at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed approving and adopting the 2018 five-year capital improvement plan for the City of Sandusky.

**FIRST READING**

**ITEM #2 - Submitted by Matt Lasko, Chief Development Officer**

**AMENDMENT TO TRANSIENT OCCUPANCY TAX**

**Budgetary Information:** One hundred percent of the taxes received under this ordinance beginning in year 2019, as has traditionally been the case, will continue to be deposited into the general fund. However, ten percent of the annual tax deposits received under this ordinance beginning in year 2019 shall be reserved for purposes related to marketing, events and promotion of the city.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Part One (Administrative Code), Title Nine (Taxation), Chapter 193 (Transient Occupancy Tax) of the codified ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

**ITEM #3 – Submitted by Jeff Keefe, Project Engineer**

**REIMBURSEMENT TO SANDUSKY CITY SCHOOLS FOR GREEN INFRASTRUCTURE IMPROVEMENTS AT THE NEW HAYES INTERMEDIATE SCHOOL**

**Budgetary Information:** The City of Sandusky Schools are proceeding to enlarge the new storm water basin in front of the new school at a cost of \$13,500. Since this project is intended to reduce future costs for the CSO Plan, the full amount will be paid with sewer funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to make payment to the Sandusky City School district for reimbursement of additional green infrastructure improvements at the new Hayes Intermediate School property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by Rick Wilcox, Fire Chief**

**PURCHASE & INSTALLATION OF NEW VOTER SITE FROM VASU COMMUNICATIONS FOR SFD RADIO COMMUNICATION**

**Budgetary Information:** The total amount of this expenditure is \$16,162.19. This purchase and installation will be paid with monies from the EMS 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 radio communication voter site from VASU Communications, Inc. of Avon, Ohio, for the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 – Submitted by Aaron Klein, Director of Public Works**

**PURCHASE OF ASPHALT FROM ERIE MATERIALS, INC.**

**Budgetary Information:** The budgeted costs for asphalt materials for 2018 as approved in the operating & maintenance and capital budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field totaling \$193,000:

Capital, via Issue 8	\$115,000.00
Sewer Maintenance, operating & maintenance	\$10,000.00
Water Distribution, operating & maintenance	\$35,000.00
Street Division, operating & maintenance	\$30,000.00
Neighborhood Initiative	\$3,000.00

A portion of the operating and maintenance budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Erie Materials, Inc., of Sandusky, Ohio, for asphalt and paving material to be supplied for in-house street repairs and projects in calendar year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**PERMISSION TO BID 2018 SIDEWALK REPAIR & REPLACEMENT PROJECT**

**Budgetary Information:** The estimated cost of the project, including advertising costs is \$158,884.50. The project will be funded with \$122,674.50 in Issue 8 capital infrastructure, \$15,000 in neighborhood initiative funding, and up to \$21,210 in capital parks and recreation funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2018 sidewalk repair and replacement project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #7 – Submitted by Aaron Klein, Director of Public Works**

**PURCHASE OF TRUCK FROM MIDDLETOWN FORD FOR SEWER MAINTENANCE DIVISION**

**Budgetary Information:** The total cost of \$32,270.88 will be paid from sewer funds and was budgeted in the capital improvement plan and accounted for in the 2018 rate review. Proceeds from the sale of the existing truck on [www.govDeals.com](http://www.govDeals.com) will be placed in the sewer fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring a 2001 Dodge pickup truck as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase a 2019 Ford F350 XL four-wheel drive pickup truck from Middletown Ford of Middletown, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #8 – Submitted by John Orzech, Police Chief**

**PURCHASE OF VEHICLES FOR SPD**

**Budgetary Information:** The cost of the vehicles will be purchased with \$54,610 from the capital funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase two 2018 Ford utility Police SUV’s through the State of Ohio Department of Administrative Services cooperative purchasing program from Lebanon Ford of Lebanon, Ohio for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #9 – Submitted by Angela Byington, Planning Director**

**AGREEMENT WITH FOXSTER SOLUTIONS, INC. FOR SANDUSKY TRANSIT SYSTEM SOFTWARE**

**Budgetary Information:** The total cost for the scheduling and dispatching software, including maintenance and support services for three years is \$150,455. The TIGER grant will cover \$149,455 and the remaining \$1,000 local share will be paid with capital replacement funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into software license and service agreements with Foxter Solutions, Inc., dba CTS Software of Swansboro, North Carolina, for scheduling and dispatching software and services for use by the Sandusky Transit System; 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, May 14 at 8:30 p.m.

Tuesday, May 15 at 5 p.m.

Monday, May 21 at 8:30 p.m.

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



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## SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

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

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager  
FROM: John Orzech, Police Chief  
DATE: April 9, 2018  
RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the disposal of firearm magazines as unnecessary and unfit for City use and authorizing the City Manager to allow for the trade-in of fifty-five (55) Sig Sauer P226 magazines, three (3) Sig Sauer P239 magazines, two (2) Sig Sauer P225 magazines, and twenty-three (23) Glock 35 magazines to Vance Outdoors, Inc., of Columbus, Ohio in the amount of \$715.00.

**BACKGROUND INFORMATION:** The Sandusky Police Department purchased Glock Model 35 .40 caliber duty weapons a little over six (8) years ago. At the time of the purchase of these weapons, we traded in the Sig Sauer weapons we were using at that time. Recently these Sig Sauer magazines were located and are no longer able to be utilized by the department.

Also located were twenty-three (23) Glock .40 caliber magazines that were used at the range during training. The magazines are no longer needed as we currently are carrying Glock 9mm duty weapons.

**BUDGETARY INFORMATION:** Vance Outdoors will give the Sandusky Police Department a credit of \$715.00 for the listed items that are no longer needed. These funds will be used to purchase equipment or supplies needed for the Sandusky Police Department.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to dispose of fifty-five (55) Sig Sauer P226 magazines, three (3) Sig Sauer P239 magazines, two (2) Sig Sauer P225 magazines, and twenty-three (23) Glock 35 magazines as unnecessary and unfit for City use and allow to trade them into Vance Outdoors for a \$715.00 store credit.

Approved:

I concur with this recommendation:

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John Orzech, Police Chief

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Eric Wobser, City Manager

cc: Hank Solowiej, Finance Director  
Justin Harris, Law Director

***SANDUSKY, OHIO – HOME OF ‘AMERICA’S ROLLER COAST’®***

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DISPOSE OF FIREARM MAGAZINES 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 Chief has determined that the following magazines are no longer able to be utilized and of no use to the Police Department and is recommending the magazines be declared obsolete, unnecessary and unfit for City use:

<u>Qty.</u>	<u>Description</u>
55	Sig Sauer P226 magazines
3	Sig Sauer P239 magazines
2	Sig Sauer P225 magazines
23	Glock 25 magazines

**WHEREAS**, it is requested that these magazines be traded-in to Vance Outdoors, Inc., of Columbus, Ohio, for store credit in the amount of \$715.00 which will be used in the future to purchase equipment and/or supplies needed for the Sandusky Police Department; 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 firearm magazines from the Police Department described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the magazines through a trade-in process with Vance Outdoors, Inc., of Columbus, Ohio, for store credit.

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: April 23, 2018





CITY MANAGER

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5844  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: City Commissioners  
From: Eric Wobser, City Manager  
Date: April 17, 2018

**Subject: Commission Agenda Item- Amendments to Chapters 539 and 541 of the Codified Ordinances and the addition of Chapter 557 to the Codified Ordinances of the City of Sandusky**

**ITEM FOR CONSIDERATION:** Legislation which would amend Chapters 539 and 541 to include sexual orientation and gender identity or expression as protected classes for housing matters and to adopt Chapter 557 which prohibits discrimination in employment and public accommodations.

**BACKGROUND INFORMATION:** In 2016, members from Equality Ohio reached out to the City of Sandusky and brought to our attention the lack of having sexual orientation and gender identity or expression as a protected class in the City of Sandusky Codified Ordinances. This legislation is designed to protect sexual orientation and gender identity or expression from discrimination, intimidation, and retaliation.

**BUDGETARY INFORMATION:** There is no budgetary impact.

**ACTION REQUESTED:** It is requested that this legislation be passed to amend Chapters 539 and 541 of the Codified Ordinances to include sexual orientation and gender identity or expression protected classes and adopt new Chapter 557 of the Codified Ordinances to prohibit discrimination in employment and public accommodations.

cc: K. Kresser, Commission Clerk  
H. Solowiej, Finance Director  
J. Harris, Law Director  
J. Orzech, Chief of Police



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

**AN ORDINANCE AMENDING PART FIVE (GENERAL OFFENSES CODE), CHAPTER 539 (OPEN HOUSING CODE), SECTION 541.08 (ETHNIC INTIMIDATION), AND BY THE ADDITION OF CHAPTER 557 (DISCRIMINATION OFFENSES OTHER THAN HOUSING) OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, it is the intent of the City Commission, by amending and enacting these ordinances, to protect and safeguard the right and opportunity of all persons to be free from all forms of discrimination including discrimination based on race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity or expression, familial status, military status, or handicap; and

**WHEREAS**, the Commission desires to ensure that all persons within the city have equal access to employment, housing, public accommodations, and education; and

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

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

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

Section 1. Part Five (General Offenses Code), Chapter 539 (Open Housing Code), of the Codified Ordinances of the City is hereby amended as follows:

CHAPTER 539  
Open Housing Code

- 539.01 Definitions.
- 539.02 Applicability of Chapter.
- 539.03 Unlawful Discriminatory Practices.
- 539.04 Misrepresentation.
- 539.05 Administration; Powers.
- 539.06 Enforcement Procedure.
- 539.07 Injunctive Relief.
- 539.08 Civil Action.
- 539.99 Penalty.

CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R.C . 4112.02

- 539.01 DEFINITIONS.

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Commercial housing" means housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner, by the owner himself, or by legal representatives.

(b) "Discriminate" includes segregate or separate.

(c) **"Gender identity or Expression" means having or being perceived as having a gender identity or expression whether or not that gender identity or expression is different from that traditionally associated with the sex assigned to that individual at birth.**

(ed) "Housing accommodations" means any building or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as the home residence or sleeping place of one or more individuals, groups, or families, whether or not living independently of each other; and any vacant land offered for sale or leased for commercial housing.

(~~de~~) "Person" means one or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and other organized groups of persons. This term also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution and, to the extent possible, all governmental agencies, state and federal, the state, and all political subdivisions, authorities, agencies, boards, and commissions thereof.

(ef) "Personal residence" means a building or structure or portion thereof containing living quarters occupied or intended to be occupied by one or more individuals, groups, or families, whether or not living independently of each other, and occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household.

(~~fg~~) "Restrictive covenant" means any specification limiting the transfer, rental, lease, or other use of any housing because of race, color, religion ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap, or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap as a condition of affiliation or approval.

**(h) "Sexual Orientation" means actual or perceived heterosexuality, homosexuality, or bisexuality.**

(gi) "Unlawful discriminatory practice "means any act prohibited by Section 539.03.

~~(1980 Code 155.01)~~

## 539.02 APPLICABILITY OF CHAPTER.

The definitions in Section 539.01 notwithstanding, the terms and provisions of this chapter shall not apply in the following instances:

(a) To the rental of housing accommodations in his personal residence by the owner or occupier thereof when occupied by him as a bona fide residence for himself and any members of his family forming his household;

(b) To the rental of housing accommodations in a building or structure or portion thereof containing living quarters occupied or intended to be occupied by no more than two individuals, two groups, or two families living independently of each other, and one of which is occupied by the owner thereof as a bona fide residence for himself and any members of his family forming his household;

(c) To the sale of his personal residence by the owner unless advertised in any manner or way, or held or offered by sale by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner; and these definitions and the other terms and provisions of this chapter shall be presumed to exclude the same.

(1980 Code 155.02)

539.03 UNLAWFUL DISCRIMINATORY PRACTICES.

- (a) It shall be unlawful discriminatory practice for any person to:
- (1) Refuse to sell, transfer, assign, rent, lease, sublease, finance, or otherwise deny or withhold commercial housing from any person because of the race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap of any prospective owner, occupant, or user of the commercial housing;
  - (2) Represent to any person that commercial housing is not available for inspection when in fact it is available;
  - (3) Refuse to lend money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or personal residence, or otherwise withhold financing of commercial housing or a personal residence from any person because of the race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap of any present or prospective owner, occupant, or user of such commercial housing, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of his business or incidental to his principal business, and not only as a part of the purchase price of an owner-occupied residence he is selling nor merely casually or occasionally to a relative or friend;
  - (4) Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any commercial housing, or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any commercial housing because of the race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap of any present or prospective owner, occupant, or user of such commercial housing;
  - (5) Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence because of the race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap of any present or prospective owner, occupant, or user of such commercial housing or personal residence;

- (6) Print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any commercial housing or personal residence, or the loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence which indicates any preference, limitation, specification, or discrimination based upon race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap;
  - (7) Make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or entries concerning race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap in connection with the sale or lease of any commercial housing or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of commercial housing or a personal residence;
  - (8) Include in any transfer, rental, or lease of commercial housing or a personal residence any restrictive covenant, or honor or exercise, or attempt to honor or exercise, any restrictive covenant, provided that the prior inclusion of a restrictive covenant in the chain of title shall not be deemed a violation of this provision;
  - (9) Induce or solicit or attempt to induce or solicit a commercial housing or personal residence listing, sale, or transaction by representing that a change has occurred or may occur with respect to the ~~racial, religious, ethnic, familial, military, or sexual composition of the~~ **race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity or expression, familial status, military status, or handicap of individuals that live in such a** block, neighborhood, or area in which the property is located, or induce or solicit or attempt to induce or solicit such sale or listing by representing that the presence or anticipated presence of any race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap, in the area will or may have results such as the following:
    - A. The lowering of property values;
    - B. A change in the ~~racial, religious, ethnic, familial, military, or sexual composition~~ **race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity or expression, familial status, military status, or handicap of individuals composing** of the block, neighborhood, or area in which the property is located;
    - C. An increase in criminal or antisocial behavior in the area;
    - D. A decline in the quality of the schools serving the area;
- (b) No person shall discourage or attempt to discourage the purchase by

a prospective purchaser of a commercial housing or a personal residence by representing that any block, neighborhood, or area has or might undergo a change with respect to the ~~religious, racial, nationality, familial, military, or sexual composition~~ **race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity or expression, familial status, military status, or handicap of individuals composing** of the block, neighborhood, or area.

(c) Nothing in subsections (a) and (b) hereof shall bar any religious or denominational institution or organization, or any charitable or educational organization, which is operated, supervised, or controlled by or in connection with a religious organization, or any bona fide private or fraternal organization, from giving preference to persons of the same religion or denomination, or to members of such private or fraternal organization, or from making such selection as is calculated by such organization to promote the religious principles or the aims, purposes, or fraternal principles for which it is established or maintained.  
(~~1980 Code 155.03~~)

539.04 MISREPRESENTATION.

(a) No person shall, with intent to mislead the Community Relations Commission or Housing Board, make or cause to be made any false entry or statement of fact in any report, account, record, or other documents submitted to the Commission or Board pursuant to their authority outlined in Section 539.05.

(b) No person shall willfully neglect or fail to make or cause to be made full, true, and correct entries in such reports, accounts, records, or other documents submitted to the Community Relations Commission or Housing Board.  
(1980 Code 155.04)

539.05 ADMINISTRATION; POWERS.

(a) In the administration of this chapter, the Community Relations Commission, in addition to any powers heretofore conferred in this Commission, shall have the power to:

- (1) Formulate a plan of education to advance freedom of choice in housing for all citizens to eliminate housing discrimination based on race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap;
- (2) Provide for fact-finding hearings to adduce evidence regarding discriminatory housing patterns and practices in the community;
- (3) Adopt reasonable rules and procedures necessary to effect the broad purpose of this chapter.

(b) The provisions of this code establishing a Fair Housing Board and regulating its functions are set forth in Chapter 155 of the Administrative Code.  
(~~1980 Code 155.05~~)

539.06 ENFORCEMENT PROCEDURE.

(a) An aggrieved individual may, by setting forth the facts in writing under oath or affirmation, file his complaint alleging a violation of Section 539.03 with the Human Relations Commission.

(b) The Commission shall make a prompt and full investigation of each complaint alleging any practice made unlawful under this chapter. The investigation shall be conducted within thirty days after the filing of same.

(c) The complaint, along with the results of the investigation, and any records, papers, or statements pertaining thereto, shall be transmitted to the Fair Housing Board unless the Community Relations Commission can by conciliation promptly eliminate the particular discriminatory practice complained of, and, where applicable, receive reasonable assurance from the person complained of, of the discontinuance of further discriminatory practices in regard to housing.

(d) The Fair Housing Board, hereinafter referred to as the Housing Board, shall consider the complaint, together with the results of the investigation by the Community Relations Commission and any records, papers, or statements pertaining thereto, and make a determination within ten days as to whether or not there appears to be a prima facie case of a violation of the provisions of this chapter. Within five days of such determination the Housing Board shall in writing inform all interested parties of the results of the determination.

(e)

- (1) If the Housing Board deems the complaint well-founded on its face, it shall, at the same time as it provides the foregoing notice, serve upon the person charged with engaging or with having engaged in the discriminatory act or practice a statement of the charges made in the complaint, particularly describing the property involved, if any, together with notice of the time and place of a public hearing thereon. The hearing shall be held not less than ten nor more than thirty days after the service of the statement of charges. The respondent shall have the right to file an answer to the statement of charges, to appear in person at the hearing, to be represented by counsel, to examine and cross-examine witnesses, and to present testimony on his own behalf. The case for the complainant shall be presented by the Director of Law's office. In any hearing, the Housing Board shall not be bound by the rules of evidence prevailing in the courts of law or equity, but shall take into account all reliable, probative, and substantial evidence, statistical or otherwise, produced at the hearing, which may tend to prove the existence of a discriminatory act or practice. No person shall be compelled to be a witness against himself at any hearing before the Housing Board.
- (2) The complainant shall be a party to the proceeding, and any person who is an indispensable party to a complete determination or settlement of question involved in a proceeding shall be joined. Any person who has or claims an interest in the subject of the hearing, and in obtaining or preventing relief against the acts or practices complained of, may at his option appear for the presentation of oral or written arguments.

(f) If upon all the reliable, probative, and substantial evidence, the Housing Board finds that the respondent has engaged or is engaging in any unlawful practice, it shall issue such order or orders as the facts warrant and shall state its findings of fact in support thereof. Such order or orders may include:

- (1) That the respondent forthwith permit the complainant the

- right or privilege as constituted the subject of the complaint;
- (2) An order that the respondent perform an affirmative act that would otherwise have been performed had the complainant not been discriminated against because of race, color, religion, ancestry, national origin, sex, **sexual orientation, gender identity or expression**, familial status, military status, or handicap;
  - (3) An order that the respondent cease and desist from the same or similar discriminatory practices which were the subject of the complaint with respect to the same or other property covered by Section 539.01.

(g) At any time after the transmittal to the Housing Board of a complaint, the Housing Board shall have the authority, with the consent of the respondent, to make findings and issue appropriate orders without the necessity of a public hearing on the complaint.

(h) Unless an appeal is pending, in the event the respondent fails or appears to intend to fail to comply with an order issued by the Housing Board, it shall certify the case, together with the record of its proceedings, including a transcript, and the available evidence of noncompliance to the Director of Law's office, whose mandatory duty it shall then be to seek compliance by civil action brought in the name of the Fair Housing Board of the City before a court of competent jurisdiction; provided that the Director of Law's office may permit the proceeding to be brought by private counsel of the complainant.

(i) Any party to the proceeding, claiming to be aggrieved by a final order of the Housing Board, including a determination by the Housing Board that a prima facie case was not established by the complainant, may obtain judicial review thereof by resort to a court of competent jurisdiction in accordance with the provision of Ohio R.C. Ch. 2506.

~~(1980 Code 155.06)~~

#### 539.07 INJUNCTIVE RELIEF.

If at any time after the transmittal of the complaint, it would appear that, prior to the completion of the Housing Board's action on the complaint, the housing which is the subject of the complaint may be sold, rented, or otherwise made unavailable to the complainant, or that other irreparable harm may occur, the complainant may file before a court of competent jurisdiction an action for a temporary restraining order and a preliminary injunction to preserve the status quo, and to prevent irreparable harm pending final action of the complaint.

(1980 Code 155.07)

#### 539.08 CIVIL ACTION.

A plaintiff aggrieved under any of the provisions of Section 539.03 may proceed with a civil action in a court of competent jurisdiction. The court may grant as relief, as it deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and not more than one thousand dollars (\$1,000) punitive damages, together with the court costs and reasonable attorney fees in the case of a prevailing plaintiff, provided that the plaintiff, in the opinion of the court, is not financially able to assume the attorney's fees.



(1980 Code 155.08)

539.99 PENALTY.

(a) Any person violating any of the provisions of Section 539.03 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both. A complaint alleging such a violation may be lodged with the Director of Law's office without the necessity of resort to any other form of relief provided for by this chapter.

(b) Any person who violates Section 539.04 shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) or imprisoned not more than six months, or both.

(1980 Code 155.99)

Section 2. Part Five (General Offenses Code), Chapter 541 (Property Offenses), Section 541.08 (Ethnic Intimidation) of the Codified Ordinances of the City is hereby amended as follows:

**541.08 ETHNIC INTIMIDATION.**

(a) No person shall violate Ohio R.C. 2903.21, 2903.22, 2909.06, 2909.07 or 2917.21(A)(3) to (5) or Sections 537.05, 537.06, 537.10(a)(3) to (5), 541.03 or 541.04 of the General Offenses Code by reason of the race, color, religion, ~~or~~ national origin, **sex, sexual orientation, gender identity or expression** of another person or group of persons.

(b) Whoever violates this section is guilty of ~~ethnic~~ intimidation. ~~Ethnic~~ intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ~~ethnic~~ intimidation.  
(~~ORC 2927.12~~)

Section 3. Part Five (General Offenses Code) of the Codified Ordinances of the City be amended by the addition of New Chapter 557 (Discrimination Offenses Other Than Housing) as follows:

**NEW CHAPTER 557  
DISCRIMINATION OFFENSES OTHER THAN HOUSING**

- 557.01 Policy.**
- 557.02 Scope.**
- 557.03 Definitions.**
- 557.04 Prohibited Acts of Discrimination-Employment.**
- 557.05 Prohibited Acts of Discrimination-Business Establishments or Public Accommodations.**
- 557.06 Prohibited Acts of Discrimination-Educational Institutions.**
- 557.07 City Services, Facilities, Transactions and Contracts.**
- 557.08 General Exceptions.**
- 557.09 Coercion or Retaliation.**
- 557.10 State / Federal Remedies.**

**557.11 Severability.**

**557.99 Penalty.**

**557.01 POLICY.**

It is hereby designated to be the continuing policy of the City to do all things necessary and proper to secure for all citizens their right to equal opportunities regardless of their race, color, religion, sex, sexual orientation, ancestry, handicap, familial status, national origin or gender identity or expression.

**557.02 SCOPE.**

The provisions of this chapter shall apply to all employment, public accommodations and educational facilities located within the territorial limits of the City.

**557.03 DEFINITIONS.**

(a) "Advertising" means to make, print, publish, advertise or otherwise disseminate any notice, statement or advertisement, with respect to any employment activity, any business activity, or any educational activity.

(b) "Age" means 18 years of age or older except as otherwise provided by law.

(c) "Business Establishment" means any entity, however organized, which furnishes goods, services or accommodations to the general public. An otherwise qualifying establishment which has membership requirements is considered to furnish services to the general public if its membership requirements consist only of payment of fees or consist only of requirements under which a substantial portion of the residents of the city could qualify.

(d) "Disability" or "Disabled" means, with respect to an individual, a physical or mental impairment, a record of such an impairment, or being perceived or regarded as having such impairment. For purposes of this chapter discrimination on the basis of disability means that no covered entity shall discriminate against a qualified individual with a disability because of that individual's disability. The term "qualified individual with a disability" shall mean an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment positions that the individual holds or desires.

(e) "Discriminate, Discrimination or Discriminatory" means any act, policy or practice that, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's race, color, creed, religion, national origin, ancestry, disability, marital status, gender, gender identity or expression, sexual orientation, or physical characteristic.

(f) "Educational Institution" means any public or private educational institution including an academy, college, elementary or secondary school, extension course, kindergarten, pre-school, nursery school, university, and any business, nursing, professional, secretarial, technical or vocational school.

(g) "Employee" means any individual employed or seeking employment from an employer.

(h) "Employer" means any person who, for compensation, regularly employs four or more individuals, not including the employer's parents, spouse

or children. For purposes of this chapter an employer “regularly” employs four (4) individuals when the employer employs four or more individuals for each working day in any twenty (20) or more calendar weeks in the current or previous calendar year. For purposes of this chapter an “employer” is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

(i) “Gender” means actual or perceived sex.

(j) “Gender Identity or Expression” means having or being perceived as having a gender identity or expression whether or not that gender identity or expression is different from that traditionally associated with the sex assigned to that individual at birth.

(k) “Labor Organization” means any organization that exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection on behalf of employees.

(l) “Person” means a natural person, firm, corporation, partnership or other organization, association or group of persons however arranged.

(m) “Physical Characteristic” means a bodily condition or bodily characteristic of any person that is from birth, accident, or disease, or from any natural physical development, including individual physical mannerisms including but not limited to height and weight. Physical characteristic shall not relate to those situations where a bodily condition or characteristic will present a danger to the health, welfare or safety of any individual.

(n) “Place of public accommodation” means inns, taverns, hotels, motels, restaurants, wholesale outlets, retail outlets, banks, savings and loan associations, other financial institutions, credit information bureaus, insurance companies, dispensaries, clinics, hospitals, theaters, recreational parks and facilities, trailer camps, garages, public halls, and all other establishments within the City which offers goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution, club or other place of accommodation, which by its nature is distinctly private.

(o) “Sexual orientation” means actual or perceived heterosexuality, homosexuality or bisexuality.

(p) “Transaction in real estate” means the exhibiting, listing, advertising, negotiating, agreeing to transfer or transferring, whether by sale, lease, sublease, rent, assignment or other agreement, of any interest in real property or improvements thereon.

#### **557.04 PROHIBITED ACTS OF DISCRIMINATION – EMPLOYMENT.**

(a) With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

(1) To fail to hire, refuse to hire or discharge an individual;

(2) To discriminate against any individual, with respect to compensation, terms, conditions, or privileges of employment, including promotion. Nothing in this section shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;

(3) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities,

or which would otherwise tend to adversely affect his or her status as an employee;

(4) To fail or refuse to refer for employment any individual in such a manner that would deprive an individual of employment opportunities, that would limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as a prospective employee or as an applicant for employment;

(5) To discriminate against an individual in admission to, or employment in, any program established to provide apprenticeship or other job training, including an on-the-job training program;

(6) To print or publish, or cause to be printed or published, any discriminatory notice or advertisement relating to employment. This subsection shall not be construed so as to expose the person who prints or publishes the notice or advertisement, such as a newspaper, to liability;

(7) To discriminate in referring an individual for employment whether the referral is by an employment agency, labor organization or any other person.

**557.05 PROHIBITED ACTS OF DISCRIMINATION – BUSINESS ESTABLISHMENTS OR PUBLIC ACCOMMODATIONS.**

It shall be unlawful for a business establishment or place of public accommodation to engage in any of the following acts wholly or partially for a discriminatory reason:

(a) To deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any business establishment or place of public accommodation;

(b) To print, publish, circulate, post, or mail, directly or indirectly, a statement, advertisement, or sign which indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a business establishment or place of public accommodation will be unlawfully refused, withheld from or denied an individual, or which indicates that an individual's patronage of, or presence at, the business establishment or place of public accommodation is objectionable, unwelcome, unacceptable or undesirable.

**557.06 PROHIBITED ACTS OF DISCRIMINATION – EDUCATIONAL INSTITUTIONS.**

It shall be unlawful for an educational institution to engage in any of the following acts wholly or partially for a discriminatory reason:

(a) To deny, restrict, abridge or condition the use of, or access to, any educational facilities or educational services to any person otherwise qualified;

(b) Notwithstanding the provisions of subsection (a) it shall not be an unlawful discriminatory practice to limit attendance in classes or programs conducted by an educational institution based upon a reasonable educational objective, except where to do so would otherwise violate a duty imposed upon the institution by federal or state law to provide reasonable accommodation;

(c) Notwithstanding the provisions of subsection (a), it shall not be an unlawful discriminatory practice for an educational institution operated by a religious or denominational institution, or established for a bona fide religious

purpose, to admit students or program attendees on the basis of that student's or attendee's religious or denominational affiliation or preference.

**557.07 CITY SERVICES, FACILITIES, TRANSACTIONS AND CONTRACTS.**

The City of Sandusky shall be bound by the provisions of this chapter to the same extent as private individuals. All contractors proposing to, or currently doing business with the City of Sandusky, shall abide by this ordinance.

**557.08 GENERAL EXCEPTIONS.**

(a) Any practice which has a discriminatory effect and which would otherwise be prohibited by this chapter shall not be deemed unlawful if it can be established that the practice is not intentionally devised to contravene the prohibitions of this chapter and there exists no less discriminatory means of satisfying a business purpose.

(b) Unless otherwise prohibited by law, nothing contained in this chapter shall be construed to prohibit promotional activities such as senior citizen discounts and other similar practices designed primarily to encourage participation by protected group.

(c) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this chapter.

(d) It shall not be an unlawful discriminatory practice for any person to carry out an affirmative action plan. An affirmative action plan is any plan devised to effectuate remedial or corrective action taken in response to past discriminatory practices, or as otherwise required by state or federal law.

(e) Nothing contained in this chapter shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification or a bona fide physical requirement. Nothing contained in this chapter shall be deemed to prohibit a religious or denominational institution from selecting or rejecting applicants and employees for non-secular positions on the basis of the applicant's or employee's conformance with the institution's religious or denominational principles. If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide occupational qualification, or a permissible bona fide physical requirement, that party shall have the burden of proving:

(1) That the discrimination is in fact a necessary result of such a bona fide condition; and

(2) That there exists no less discriminatory means of satisfying the bona fide requirement.

(f) If a party asserts that an otherwise unlawful practice is justified as a permissible bona fide religious or denominational preference, that party shall have the burden of proving that the discrimination is in fact a necessary result of such a bona fide condition.

**557.09 COERCION OR RETALIATION.**

(a) It shall be an unlawful discriminatory practice to coerce, threaten, retaliate against or interfere with any person in the exercise of, or on account of having exercised, or on account of having aided or encouraged any other person

in the exercise of, any right granted or protected under this ordinance, or on account of having expressed opposition to any practice prohibited by this ordinance.

(b) It shall be an unlawful discriminatory practice for any person to require, request, or suggest that a person retaliate against, interfere with, intimidate or discriminate against a person, because that person has opposed any practice made unlawful by this ordinance, or because that person has made a charge, or because that person has testified, assisted or participated in any manner in an investigation, proceeding or hearing authorized under this ordinance.

(c) It shall be an unlawful discriminatory practice for any person to cause or coerce, or attempt to cause or coerce, directly or indirectly, any person in order to prevent that person from complying with the provisions of this ordinance.

**557.10 STATE / FEDERAL REMEDIES.**

(a) The remedies provided for in this chapter are in addition to, not in lieu of, those provided for by state and federal law. This chapter shall therefore not be construed so as to limit a person's right to file complaint with any state or federal agency, board, tribunal or court vested with jurisdiction to receive, review and act upon complaints of discrimination. This chapter shall not be construed as limiting the right of any person to seek remedies in courts of competent jurisdiction pursuant to state or federal law which grant private rights of action to persons aggrieved by discriminatory acts of the type prohibited by this chapter. There is no requirement that an aggrieved person file a complaint with the City of Sandusky pursuant to this chapter before seeking any other federal, state or other remedy available to the person.

(b) A person's election to seek remedies provided for in this chapter shall not operate to toll any statute of limitation set forth in state or federal law for pursuing remedies under state or federal law for acts of discrimination of the type prohibited by this chapter.

**557.11 SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this Chapter, or the application thereof to any person, firm, corporation or circumstance, is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion thereof. The City Commission of the City of Sandusky hereby declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**557.99 PENALTY.**

Whoever violates any provision of this chapter is guilty of a misdemeanor of the third degree.

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 shall take effect at the earliest time allowed by Law.

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

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

Passed: May 14, 2018 (effective after 30 days)





## COMMUNITY DEVELOPMENT

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

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

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** April 30, 2018  
**Subject:** Commission Agenda Item – N. Depot Street Cell Tower

**Items for Consideration:** Legislation authorizing and directing the City Manager to execute a First Amendment to Lease Agreement with New Par d.b.a. Verizon Wireless (the “Lessee”) extending the Lease Agreement for the N. Depot Street Cell Tower.

**Background Information:** The City of Sandusky originally entered into a Lease Agreement with Lessee on October 5, 1995 for a land lease for purposes of constructing and operating a cell tower with a maximum lease length of thirty (30) years. The agreement at the time was critical to providing enhanced telecommunications service to the City of Sandusky residents and businesses and it was constructed on an underutilized portion of the existing AMTRAK facility on N. Depot Street.

The City was approached by Lessee about amending the existing Lease Agreement since there are only approximately seven (7) years remaining on the original Lease Agreement. Cell tower lease agreements with less than ten (10) years remaining become very difficult to sub-let and have other carriers collocate on the same tower. The Lessee approached the City of Sandusky to add an additional thirty (30) years (broken down in to six (6) additional renewal terms of five (5) years apiece) to the original expiration date of October 4, 2025. Therefore, under the terms of the proposed First Amendment to Lease Agreement, the new term, if exhausted, will expire on October 4, 2055. The City of Sandusky retains the ability to non-renew based on any material default of the Lessee under the terms of the original Lease Agreement or the proposed First Amendment to the Lease Agreement.

The continuation of this lease via a lease amendment is critical to ensuring residents and stakeholders are provided sufficient and continued telecommunication service.

**Budgetary Information:** The City shall receive a one-time payment of \$100,000 within thirty (30) from the time of execution of the First Amendment to the Lease Agreement. This one-time payment shall be deposited into the Real Estate Development Fund. As of the effective date of the First Amendment, The City shall also receive annual rent of \$15,328.82 (subject to 3% annual escalators). These revenues will continue to be deposited into the General Fund. Beginning on October 5, 2025, the City shall receive annual rent of \$19,418.08 (subject to 3% annual escalators).

These revenues will continue to be deposited into the General Fund. All revenues received by the City as well by virtue of sub-leases entered into between Lessee and third-parties will also continue to be deposited into the General Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to execute a First Amendment to Lease Agreement with Lessee. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order to execute the First Amendment to the Lease Agreement in order to meet the conditions set forth to receive the one-time payment from the Lesser for execution of the First Amendment.

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 AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO LEASE AGREEMENT WITH NEW PAR D.B.A. VERIZON WIRELESS RELATING TO THE NORTH DEPOT STREET CELL TOWER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City of Sandusky originally entered into a Lease Agreement with Verizon Wireless (or its predecessor-in-interest) dated October 5, 1995, for the purposes of constructing and operating a cell tower with a maximum lease length of thirty (30) years; and

**WHEREAS**, the City was approached by Verizon Wireless to amend the existing Lease Agreement as there are only approximately seven (7) years remaining on the original Lease and cell tower lease agreements with less than ten (10) years remaining become very difficult to sub-let and have other carriers collocate on the same tower; and

**WHEREAS**, the existing Lease Agreement expires on October 4, 2025, and Verizon Wireless has requested to amend the Agreement for an additional thirty (30) years by providing the option to extend the lease for six (6) additional five (5) year renewal terms, which would extend the Lease to October 4, 2055; and

**WHEREAS**, pursuant to the First Amendment to Lease Agreement, the City shall receive a one-time payment of \$100,000, which will be placed into the Real Estate Development Fund; all annual rent payments will continue to be deposited into the General Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow for execution of the First Amendment to the Lease Agreement by June 1, 2018, in order to meet the conditions set forth in the Agreement to receive the one-time payment from Verizon Wireless; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, 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 First Amendment to Lease Agreement with New Par d.b.a. Verizon Wireless relating to

the North Depot Street Cell Tower, a copy of which is marked Exhibit "1" and 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 the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

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

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

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

Passed: May 14, 2018

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This **First Amendment** to the **LEASE AGREEMENT** (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the **City of Sandusky, an Ohio municipal corporation ("Landlord")** and **New Par d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain **LEASE AGREEMENT** dated **October 5, 1995** (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation, a Delaware corporation** and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Not later than thirty (30) days after the Effective Date, American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** (the "**One-Time Payment**"), subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before **June 1, 2018**; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on **October 5, 1995** and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on **October 4, 2025**. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of **six (6) additional five (5) year renewal terms** (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the

Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is reasonably necessary (beyond the sixty (60) day cure period) to effect the cure; however, such additional time (beyond the sixty (60) day cure period) shall be no longer than sixty (60) days. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is equal to **Fifteen Thousand Three Hundred Twenty-Eight and 82/100 Dollars (\$15,328.82) per year** (the "**Rent**"). Rent due from and after the Effective Date which becomes due prior to October 5, 2025 shall continue as specified in Paragraph 4 of the **LEASE AGREEMENT** dated **October 5, 1995**. Commencing on **October 5, 2025**, the rent payable from Tenant to Landlord under the Lease is hereby increased to **Nineteen Thousand Four Hundred Eighteen and 08/100 Dollars (\$19,418.08) per year**. Commencing on **October 5, 2026** and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Sandusky City of OH**. The Landlord hereby agrees the **Rent and the One-Time Payment** described in this Amendment is the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from Landlord for any future activities at or uses of the Leased Premises as permitted under the terms and conditions of the Lease, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant shall provide notice to Landlord of any subleasing or sublicensing and any assignment of Tenant's interest in the Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents,

including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest solely and exclusively to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel and Tenant shall promptly provide Landlord with complete copies of all such applications executed by Tenant. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, except for that certain Annex Parcel Lease Agreement, dated February 10, 2004, by and between Landlord and American Tower; and (vi) the square footage of the Leased Premises is the greater



of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by Governing Law as defined in Section 10 below, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: **City of Sandusky, Attn: Law Department, 222 Meigs St., Sandusky, OH 44870**; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure,

with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a “**Holder**”) as “Tenant” hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes.** The Parties hereby agree that Section 11 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Notwithstanding limitations of Section 3 above concerning rental payments, Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**LANDLORD:**

**The City of Sandusky,  
an Ohio municipal corporation**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**New Par d/b/a Verizon Wireless**

**By: American Tower Delaware Corporation, a Delaware corporation**

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Joinder and Acknowledgement**

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

**American Tower Delaware Corporation,  
a Delaware corporation**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**2.2832 ACRE PARCEL  
CITY OF SANDUSKY**

**Situated in the City of Sandusky, County of Erie, State of Ohio, part of outlot number 37, in the Third Ward, said City of Sandusky, being described as follows.**

**Commencing at a 1 inch iron pipe found in a monument box marking the centerline intersection of North Depot Street (60 feet wide) and with the centerline intersection of Shelby Street (66 feet wide);Thence South 82° 44' 00" East along the centerline of North Depot Street a distance of 23.12 feet to a point;Thence South 7°16'00"West a distance of 30.00 feet to point , said point being the Place of Beginning:**

- (1.) Thence South 7°16'00" West a distance of 127.23 feet to a point;**
- (2.) Thence North 82°44'00" West a distance of 341.00 feet to a point;**
- (3.) Thence South 7°16'00" West a distance 10.00 feet to a point;**
- (4.) Thence North 82°44'00" West a distance of 120.00 feet to a point;**
- (5.) Thence North 7°16'00" East a distance 10.00 feet to a point;**
- (6.) Thence North 82°44'00" West a distance of 301.26 feet to a point;**
- (7.) Thence North 1°42'23" West a distance of 128.80 feet to point;**
- (8.) Thence South 82°44'00" East a distance of 782.35 feet to the Place of Beginning, containing 2.2832 acres more or less, but subject to all legal highways,easements and restrictions of record.**

**Bearings are assumed for the purpose of indicating angles only. The above description was prepared from maps of record and descriptions, not based on a field survey. April 2004.**

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the intersection of the centerline of North Depot Street (60' wide) and the centerline of Shelby Street (66' wide) in the City of Sandusky, Erie County, Ohio, thence along the centerline of North Depot Street S 82° 44' 00" E 23.12 feet, thence S 07° 16' 00" W 93.75 feet, to the POINT OF BEGINNING:

thence S 07° 16' 00" W 47.00 feet;  
thence N 82° 44' 00" W 32.00 feet;  
thence N 07° 16' 00" E 47.00 feet;  
thence S 82° 44' 00" E 32.00 feet to the POINT OF BEGINNING, being a part of Parcel No. OHES-1 on Railroad Valuation Map No. V-206/ST27b, as revised to June 1, 1967 of Penn Central Transportation Company, containing 1504.00 sq. ft. or 0.0345 acres of land more or less, subject to easements or restrictions of record, if any.

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Together with a 20 foot wide easement for ingress and egress and public utilities, whose centerline is described as follows:

Commencing at the intersection of the centerline of North Depot Street (60' wide) and the centerline of Shelby Street (66' wide) in the City of Sandusky, Erie County, Ohio, thence along the centerline of North Depot Street S 82° 44' 00" E 23.12 feet, thence S 07° 16' 00" W 93.75 feet, thence N 82° 44' 00" W 22.00 feet to the centerline of said 20 foot wide easement and its POINT OF BEGINNING:

thence N 07° 16' 00" E 30.12 feet;  
thence N 26° 44' 00" W 40.56 feet to the southerly right of way line of North Depot Street (60' wide) and the POINT OF ENDING, being a part of Parcel No. OHES-1 on Railroad Valuation Map No. V-206/ST27b, as revised to June 1, 1967 of Penn Central Transportation Company, subject to easements or restrictions of record, if any.

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**



**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/**Anthony G. DePasquale** Esq.  
ATC Site No: **81773**  
ATC Site Name: **SANDUSKY DOWNTOWN**  
Assessor's Parcel No(s): **58-62958-000**

**Prior Recorded Lease Reference:**

State of **Ohio**  
County of **Erie**

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the **City of Sandusky, an Ohio municipal corporation** ("**Landlord**") and **New Par d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain **LEASE AGREEMENT** dated **October 5, 1995** (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation, a Delaware corporation** and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be **October 4, 2055**. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: **81773**  
PV Code **1428** / VzW Contract No: **22579**  
Site Name: **SANDUSKY DOWNTOWN**

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum; provided that Tenant shall promptly provide complete copies of any such executed forms to Landlord. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: **City of Sandusky, Attn: Law Department, 222 Meigs St., Sandusky, OH 44870**; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**The City of Sandusky,  
an Ohio municipal corporation**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**New Par d/b/a Verizon Wireless**

**By: American Tower Delaware Corporation,  
a Delaware corporation**

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
the undersigned Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity  
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**2.2832 ACRE PARCEL  
CITY OF SANDUSKY**

**Situated in the City of Sandusky, County of Erie, State of Ohio, part of outlot number 37, in the Third Ward, said City of Sandusky, being described as follows.**

**Commencing at a 1 inch iron pipe found in a monument box marking the centerline intersection of North Depot Street (60 feet wide) and with the centerline intersection of Shelby Street (66 feet wide);Thence South 82° 44' 00" East along the centerline of North Depot Street a distance of 23.12 feet to a point;Thence South 7°16'00"West a distance of 30.00 feet to point , said point being the Place of Beginning:**

- (1.) Thence South 7°16'00" West a distance of 127.23 feet to a point;**
- (2.) Thence North 82°44'00" West a distance of 341.00 feet to a point;**
- (3.) Thence South 7°16'00" West a distance 10.00 feet to a point;**
- (4.) Thence North 82°44'00" West a distance of 120.00 feet to a point;**
- (5.) Thence North 7°16'00" East a distance 10.00 feet to a point;**
- (6.) Thence North 82°44'00" West a distance of 301.26 feet to a point;**
- (7.) Thence North 1°42'23" West a distance of 128.80 feet to point;**
- (8.) Thence South 82°44'00" East a distance of 782.35 feet to the Place of Beginning, containing 2.2832 acres more or less, but subject to all legal highways,easements and restrictions of record.**

**Bearings are assumed for the purpose of indicating angles only. The above description was prepared from maps of record and descriptions, not based on a field survey. April 2004.**

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the intersection of the centerline of North Depot Street (60' wide) and the centerline of Shelby Street (66' wide) in the City of Sandusky, Erie County, Ohio, thence along the centerline of North Depot Street S 82° 44' 00" E 23.12 feet, thence S 07° 16' 00" W 93.75 feet, to the POINT OF BEGINNING:

thence S 07° 16' 00" W 47.00 feet;  
thence N 82° 44' 00" W 32.00 feet;  
thence N 07° 16' 00" E 47.00 feet;  
thence S 82° 44' 00" E 32.00 feet to the POINT OF BEGINNING, being a part of Parcel No. OHES-1 on Railroad Valuation Map No. V-206/ST27b, as revised to June 1, 1967 of Penn Central Transportation Company, containing 1504.00 sq. ft. or 0.0345 acres of land more or less, subject to easements or restrictions of record, if any.

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Together with a 20 foot wide easement for ingress and egress and public utilities, whose centerline is described as follows:

Commencing at the intersection of the centerline of North Depot Street (60' wide) and the centerline of Shelby Street (66' wide) in the City of Sandusky, Erie County, Ohio, thence along the centerline of North Depot Street S 82° 44' 00" E 23.12 feet, thence S 07° 16' 00" W 93.75 feet, thence N 82° 44' 00" W 22.00 feet to the centerline of said 20 foot wide easement and its POINT OF BEGINNING:

thence N 07° 16' 00" E 30.12 feet;  
thence N 26° 44' 00" W 40.56 feet to the southerly right of way line of North Depot Street (60' wide) and the POINT OF ENDING, being a part of Parcel No. OHES-1 on Railroad Valuation Map No. V-206/ST27b, as revised to June 1, 1967 of Penn Central Transportation Company, subject to easements or restrictions of record, if any.

ATC Site No: **81773**  
PV Code **1428** / VzW Contract No: **22579**  
Site Name: **SANDUSKY DOWNTOWN**



## COMMUNITY DEVELOPMENT

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

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

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** April 27, 2018  
**Subject:** Commission Agenda Item – Owen Sound Lease Addendum

**Items for Consideration:** Legislation authorizing and directing the City Manager to execute a Fifteenth Addendum to the Lease Agreement with Owen Sound Transportation Company, Ltd. (the “Lessee”) extending the Lease Agreement at the Jackson Street Pier.

**Background Information:** The City of Sandusky originally entered into a lease agreement with Lessee on May 24<sup>th</sup>, 1995 for dockage and other ancillary uses on Jackson Street Pier. The agreement permitted the Lessee to provide ferry service from Sandusky to Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline. The Lease Agreement at the time was critical to providing water transportation between the United States and Canada which had existed for approximately fifty (50) years prior to the original lease agreement.

The original lease agreement terminated on April 30, 2004. Since then, the City and the Lessee have entered into fourteen (14) lease addendums covering the years 2004-2017 with only modest alterations to the terms – namely annual dockage fees and hours of operation at the Jackson Street Pier. The City was approached by Lessee about entering into a fifteenth addendum for calendar year 2018 – a draft copy of which is attached.

The lease addendum proposed will be for a term extending from May 4, 2018 – September 23, 2018 and will continue to permit for dockage by the M.V. Pelee Islander. Dockage payment will be in an amount of \$10,872.00 – an increase of +2.4% from 2017 based on the previous 12-month Consumer Price Index average – as outlined in the original lease agreement. All other terms of the original underlying Lease Agreement will remain unchanged.

**Budgetary Information:** The City shall receive a one-time payment of \$10,872.00 due and payable on or before July 20, 2018 for calendar year 2018. All revenues are to be deposited into the General Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City Manager to execute a Fifteenth Addendum to the Lease Agreement with Lessee. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in



order for operations and ferry service to Pelee Island to continue at Jackson Street Pier uninterrupted.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIFTEENTH ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY AND THE OWEN SOUND TRANSPORTATION COMPANY, LIMITED, FOR THE UTILIZATION OF DOCKAGE SPACE AT THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City and Owen Sound Transportation Company, Limited, entered into a Lease Agreement on May 24, 1995, for the purpose of docking ferries and the loading and unloading of passengers and motor vehicles onto and off the ferries, which expired on April 30, 2004, and subsequently was extended by addendum for the past fourteen (14) years; and

**WHEREAS**, the agreement permitted Owen Sound Transportation Company to provide ferry service between Sandusky and Pelee Island, Ontario, Canada and other points along the Lake Erie Shoreline and at the time was critical to providing water transportation between United States and Canada which has existed for approximately fifty (50) years prior to the original lease agreement; and

**WHEREAS**, this proposed Lease Addendum for utilization of dockage space for the Pelee Islander at the Jackson Street Pier is for the period extending retroactively from May 4, 2018, through September 23, 2018; and

**WHEREAS**, the City will receive a one-time payment in the amount of \$10,872.00, and, in accordance with the original lease agreement is based on the previous 12-month Consumer Price Index (CPI) average, which is an increase of 2.4% from last year, and the revenue generated will be placed in the General Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Addendum and allow for the continued operations and ferry service to Pelee Island at the Jackson Street Pier uninterrupted; 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 execute the Fifteenth Addendum to the Lease Agreement between the City and the Owen Sound Transportation Company, Limited, for the utilization of dockage space at the Jackson Street Pier for the period of May 4, 2018, through September 23,

2018, substantially in the same form as attached to this Ordinance and 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 being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

Section 3. This 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: May 14, 2018

**FIFTEENTH ADDENDUM TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF SANDUSKY AND THE  
OWEN SOUND TRANSPORTATION COMPANY, LIMITED**

It is hereby mutually agreed upon by and between the City of Sandusky as Lessor and the Owen Sound Transportation Company, Limited as Lessee, that the Lease Agreement executed and dated May 24, 1995, which expired on April 30, 2004 and which was initially extended by the first addendum for the period of May 1, 2004 through September 30, 2004, the second addendum for the period of May 1, 2005 through September 30, 2005, the third addendum for the period of April 28, 2006 through September 30, 2006, the fourth addendum for the period of April 26, 2007 through September 30, 2007, the fifth addendum for the period of April 25, 2008 through September 30, 2008, the sixth addendum for the period of May 1, 2009 through September 27, 2009, the seventh addendum for the period of April 30, 2010 through September 26, 2010, the eighth addendum for the period of April 29, 2011 through September 25, 2011, the ninth addendum for the period of April 27, 2012 through September 23, 2012, the tenth addendum for the period of April 26, 2013 through September 29, 2013, the eleventh addendum for the period of May 2, 2014, through September 28, 2014, the twelfth addendum for the period of May 1, 2015, through September 27, 2015, the thirteenth addendum for the period of April 29, 2016, through September 25, 2016, and the fourteenth addendum for the period of June 23, 2017, through September 24, 2017, be extended under the following terms:

**Term:**

- Four (4) months and Twenty One (21) days from May 4, 2018, through September 23, 2018;
- Utilization of the dockage space by the ferry vessel M.V. Pelee Islander;
- Dockage space shall be made available to M.V. Pelee Islander as follows:

Friday, May 4<sup>th</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (3 hours);

May 4<sup>th</sup> through June 14<sup>th</sup> from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3 hours per week), except there will be no service on Sunday, May 27<sup>th</sup>; and

Friday, May 25<sup>th</sup> and Monday, May 28<sup>th</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. (6 hours);

June 15<sup>th</sup> through September 3<sup>rd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays, and from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. on Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays (13.5 hours per week);

Exceptions:

Saturday August 4<sup>th</sup> and Sunday August 5<sup>th</sup> from 5:30 P.M. E.S.T. through 7:00 P.M. E.S.T.;

Monday August 6<sup>th</sup> 3:30 P.M. E.S.T. through 5:00 P.M. E.S.T.;

Sunday, September 2<sup>nd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T.;

Monday, September 3<sup>rd</sup> 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. and 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T.

September 7<sup>th</sup> through September 21<sup>st</sup> from 7:30 P.M. E.S.T. through 9:00 P.M. E.S.T. on Fridays and Sundays (3 hours per week);

Sunday, September 23<sup>rd</sup> from 2:30 P.M. E.S.T. through 4:00 P.M. E.S.T. (1.5 hours);

- Jackson Street dock and facility being used by the M.V. Pelee Islander must be certified as in compliance with the International Maritime Organization (IMO), International Ship and Port Facility Security Code (ISPS), and maintained as certified for the duration of the agreement by the U.S. Coast Guard as C.O.T.P.;

- Owen Sound Transportation Company, Limited to pay \$10,872.00 U.S.F. for the use of the certified and compliant dock facility for the 2018 season;
- Payment to be made in one installment on or before July 13, 2018;
- Either party may cancel this addendum by providing written notification to the other party thirty (30) days in advance.

All other terms and provisions of the original Lease Agreement shall remain in full force and effect during the duration of this Addendum.

**SIGNATURE PAGES TO FOLLOW**

WITNESSES:

LESSEE: THE OWEN SOUND  
TRANSPORTATION COMPANY LIMITED

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

\_\_\_\_\_  
SUSAN SCHREMPF  
PRESIDENT & CEO

PROVINCE OF ONTARIO )  
  ) ss:  
COUNTY OF GREY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Commissioner in and for said County and State, personally appeared Susan Schrempf, President & CEO, The Owen Sound Transportation Company, Limited, acknowledged her execution of the foregoing instrument and by its authority and that the same is her voluntary act and deed on behalf of The Owen Sound Transportation Company, Limited.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

\_\_\_\_\_

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

\_\_\_\_\_  
STATE OF OHIO    )  
                          ) ss:  
ERIE COUNTY     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

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

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

My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Justin D. Harris (#0078252)  
Law Director, City of Sandusky





## COMMUNITY DEVELOPMENT

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

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

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: April 27, 2018

Subject: Commission Agenda Item –Demolition and Abatement of former American Crayon facility – Change Order.

**Item for Consideration:** Ordinance authorizing and directing the City Manager to approve Change Order #1 for demolition and asbestos abatement of the former American Crayon facility located at 1706 Hayes Avenue.

**Background Information:** On June 26, 2017, the City Commission authorized the City Manager to enter into a contract with Ed Burdue and Co., LLC (the “Company”) for asbestos abatement and demolition of the former American Crayon facility located at 1706 Hayes Avenue after a public bidding process. This property, long dormant and deteriorated, was purchased by the City earlier in the calendar year. The City formally entered into contract with the Company on August 8, 2017 for a cost of \$568,726.00.

The contract called for a substantial completion date of May 8, 2018. The Company has made tremendous progress thus far and is nearing completion. Currently, the Company is completing final grading, planning for and designing certain storm water mitigation installations and removing exterior fencing and the last remnants of dead and overgrown vegetation. The final step will be to complete seeding of the entire site.

Due to a lengthier than normal winter and a wet and rainy early Spring – occurring simultaneously with the delivery of fill dirt and material needing compacted and graded – the project schedule was compromised. Therefore, the recommendation is to extend the substantial completion deadline to July 31, 2018.

**Budgetary Information:** There is no budgetary impact with this legislation. This is merely impacting the deadline for substantial completion.

**Action Requested:** It is requested that the proper legislation be prepared to permit the City Manager to approve Change Order #1 for the asbestos abatement and demolition of the former American Crayon facility with Ed Burdue and Co., LLC and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in

order to immediately approve the change order to extend the project completion date to July 31, 2018, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents for completion work beyond the original completion date of May 8, 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matthew D. Lasko  
Chief Development Officer

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**Project: ASBESTOS ABATEMENT AND DEMOLITION OF 1706 HAYES AVENUE**

**Construction Work Order No.: 1**

**CONTRACT: 2881**

**ORDINANCE NO. 17-132**

**Contractor: ED BURDUE AND CO.**

STREET OR LOCATON OF WORK: 1706 Hayes Avenue, Sandusky, Ohio 44870

Order is hereby issued and accepted for the following extensions to certain substantial completion dates in the above referenced contract.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
N/A						Change to substantial completion date to 7/31/18				

Explanation: Extension needed due to poor weather conditions during winter and early Spring.

**Total Difference** \$ -

Accepted: *[Signature]* Date: 4-27, 2018  
Contractor

Accepted: *[Signature]* Date: APRIL 27, 2018  
Chief Development Officer

Original Contract Price = \$ 568,726.00  
Contract Price after CO1 = \$ 568,726.00  
% Increase = 0.0%

Original Budget/Estimate = \$ 568,726.00  
% Increase = 0.0%

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY ED BURDUE & CO., OF SANDUSKY, OHIO, FOR THE DEMOLITION AND ASBESTOS ABATEMENT OF FORMER AMERICAN CRAYON FACILITY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Demolition and Asbestos Abatement of Former American Crayon Facility Project involves asbestos abatement and demolition of the former American Crayon facility located at 1706 Hayes Avenue and identified as Parcel No. 57-01278.000; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a Purchase and Sale Agreement to purchase the former American Crayon property by Ordinance No. 17-042, passed on February 27, 2017, and the Purchase and Sale Agreement was fully executed on March 5, 2017; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Demolition and Asbestos Abatement of Former American Crayon Facility Project by Resolution No. 028-17R, passed on May 8, 2017; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into a contract with Ed Burdue & Co., of Sandusky, Ohio for the Demolition and Asbestos Abatement of Former American Crayon Facility Project by Ordinance No. 17-132, passed on June 26, 2017; and

**WHEREAS**, this First Change Order provides for an extension in the final completion date from May 8, 2018, until July 31, 2018, as the contractor experienced a delay due to a lengthier than normal Winter and a wet and rainy early Spring, occurring simultaneously with the delivery of fill dirt and material needing to be compacted and graded; 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 approve the change order to extend the project completion date to July 31, 2018, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents for completing work beyond the original completion date of May 8, 2018; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final project completion date from May 8, 2018, until July 31, 2018, for work being performed by Ed Burdue & Co., of Sandusky, Ohio for the Demolition and Asbestos Abatement of Former American Crayon Facility Project.

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

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

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

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

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

Passed: May 14, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager  
From: Jane E. Cullen, P.E.  
Date: May 30, 2018  
Subject: **Commission Agenda Item- (Cedar Point) CP#14 Ejector Station Improvement Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order No. 1, for the (Cedar Point) CP#14 Ejector Station Improvement Project.

**BACKGROUND INFORMATION:** This project was awarded to Hank's Plumbing & Heating Co., Inc., at the September 25, 2017 city commission meeting per ordinance 17-187 in the amount of \$338,700.00.

This ejector station is located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road. The station receives sanitary flow from a 12" sanitary sewer and discharges through a 6" forcemain downstream to a 12" sanitary sewer. This project is moving all control systems to an above ground panel and the below ground structure would then be converted to a wet well with new pumps. This improvement will replace all existing equipment and allow the City's sewer department to provide routine maintenance more safely and effectively.

Hank's Plumbing & Heating Co., Inc. is requesting a time extension from the contract original completion date of May 15, 2018 until June 15, 2018. The revised schedule shows substantial completion with the startup of the station on May 21<sup>st</sup>. Final completion including all restoration and landscaping work is scheduled for June 15<sup>th</sup>, 2018. The requested time extension is due to a delay of the delivery of the new pumps that are to be installed in the station. They were expected the second week of March and were not delivered until the first week of April. Work could not continue on the station until the new pumps were delivered to the site. City staff has been working with Ed Dangler, Cedar Point's Director of Maintenance & Construction project to keep Cedar Point and the residents informed of the construction work.

**BUDGETARY INFORMATION:** Change Order No. 1 will not impact the contract amount. The contract amount will remain as \$338,700.00 at this time.

**ACTION REQUESTED:** It is recommended that the necessary legislation be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order for the contractor, Hank's Plumbing & Heating Co., Inc., not be charged for liquidated damages per contract document Article 3.2 LIQUIDATED DAMAGES page CITY-CF-2 for completing work beyond the original completion date of May 15, 2018.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser, City Manager

\_\_\_\_\_  
Aaron Klein, P.E., Director of Public Works

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



**HANK'S PLUMBING AND HEATING** • 2000 The Bluffs • Toledo, Ohio 43615

---

Phone (419) 843-2222 • Fax (419) 843-2717

April 10, 2018

Mrs. Jane Cullen, P.E.  
Department of Public Works  
City of Sandusky, Ohio  
222 Meigs Street  
Sandusky, Ohio 44870

Re: Sandusky- Cedar Point CP#14 Ejector Station Time Extension

Mrs. Jane Cullen,

At this time, Hank's Plumbing and Heating Co., Inc. (HPH) is formally submitting a request for a contract time extension. Due to the delay in delivery of the pump and waiting on Ohio Edison, we have had to adjust our schedule. The updated schedule shows substantial completion upon start-up on May 21<sup>st</sup>, 2018. Final completion, including all restoration and landscaping, is scheduled for June 15<sup>th</sup>, 2018. As soon as the project is substantially complete, the road will be open and back to its normal operational standards while we continue with the restoration process. As always, HPH will strive to meet if not beat this schedule. Thank you for your consideration.

Best Regards,

Mark Nowakowski  
Hank's Plumbing and Heating Co., Inc.

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY HANK'S PLUMBING & HEATING CO., INC. OF TOLEDO, OHIO, FOR THE (CEDAR POINT) CP#14 EJECTOR STATION IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the (Cedar Point) CP#14 Ejector Station Improvement Project involves converting the current ejector station, located in front of 229 Cedar Point Road at the northwest corner of Lane D and Cedar Point Road, to an above ground wet well mounted pump station; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvement Project by Resolution No. 16-212, passed on November 28, 2016; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed (Cedar Point) CP#14 Ejector Station Improvement Project by Resolution No. 038-17R, passed on July 24, 2017; and

**WHEREAS**, this City Commission approved the awarding of the contract to Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvement Project by Ordinance No. 17-187, passed on September 25, 2017; and

**WHEREAS**, this First Change Order provides for an extension in the final completion date from May 15, 2018, until June 15, 2018, to allow the contractor additional time to complete the work as they experienced a delay with the delivery of the new pumps and work could not continue on the station without the new pumps on site; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the change order extending the project completion date which allows the contractor to complete the work beyond the original completion date of May 15, 2018, and avoid being charged for liquidated damages pursuant to the contract documents; and

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



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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order extending the final completion date from May 15, 2018, until June 15, 2018, for work being performed by Hank's Plumbing & Heating Co., Inc. of Toledo, Ohio, for the (Cedar Point) CP#14 Ejector Station Improvement Project.

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

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

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

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

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

Passed: May 14, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 1, 2018

**Subject: 2017 Sidewalk Repair & Replacement project, Change Order #1 & Final**

**ITEM FOR CONSIDERATION:** Legislation approving Change Order #1 & Final for the 2017 Sidewalk Repair & Replacement project for Pit Concrete Masonry, Ltd.

**BACKGROUND INFORMATION:** The Issue 8 campaign promised walkability through sidewalk improvements city-wide. The 5-year Capital Improvement Plan allocated \$100,000 annually for this work and the goal was to perform the repairs without an assessment. The final quantities for the 2017 project are on the attached final change order.

The 2017 Sidewalk Project replaced sidewalk at 29 residences, Emmanuel Church and a total of eight ADA ramps at Market/Jackson and Market/Wayne, as requested by the ADA committee. In addition to this contract, separate smaller projects were completed under purchase orders for the concrete at the west end of Peddler's Alley near the art wall and at the Hancock/Water intersection to accommodate needed ADA repairs as well.

**BUDGETARY INFORMATION:** The original contract with Pit Concrete Masonry, Ltd, is for \$92,198.50. Change Order #1 & Final decreases the contract by \$8,819.43 to a total of \$83,379.07. It should be noted that the cost of the change order is a decrease of 9.6% from the original bid. The project will be paid with Capital Funds made available through Issue 8.

**ACTION REQUESTED:** It is recommended that an Ordinance be passed approving Change Order #1 and Final in the amount of \$83,379.07 for Pit Concrete Masonry, Ltd., out of Chesterland, Ohio and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to pay the contractor in a timely manner and close out the completed project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

**Project: 2017 Sidewalk Repair & Replacement Project**  
**Construction Work Order No.: 1 & Final**

**CONTRACT: 2887**  
**ORDINANCE NO. 17-176**

**Contractor: Pit Concrete Masonry, Ltd.**  
**13074 Rockhaven Rd**  
**Chesterland, OH 44026**

**STREET OR LOCATON OF WORK: CITY WIDE**

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
3	608	6,351	7,183.57	832.57	SF	4" Concrete Sidewalk	\$ 9.00	\$ 57,159.00	\$ 64,652.09	\$ 7,493.09
4	608	750	512.93	-237.07	SF	6" Concrete Sidewalk	\$ 9.85	\$ 7,387.50	\$ 5,052.36	\$ (2,335.14)
5	608	20	0.00	-20.00	SF	8" Concrete Sidewalk	\$ 11.00	\$ 220.00	\$ -	\$ (220.00)
6	608	14	16.00	2.00	LF	Truncated Domes	\$ 175.00	\$ 2,450.00	\$ 2,800.00	\$ 350.00
7	609	311	263.95	-47.05	SY	Type 2 Concrete Curb and Gutter	\$ 38.00	\$ 11,818.00	\$ 10,030.10	\$ (1,787.90)
8	609	10	4.92	-5.08	SF	Type 6 Concrete Curb	\$ 40.00	\$ 400.00	\$ 196.80	\$ (203.20)
9	659	1,191	161.93	-1,029.07	EA	Seeding, Fertilizing and Mulching*	\$ 4.00	\$ 4,764.00	\$ 647.72	\$ (4,116.28)
16		1	0.00	-1.00	EA	Contingency, as directed	\$ 8,000.00	\$ 8,000.00	\$ -	\$ (8,000.00)

Explanation: Change order & Contingency reflects work performed in the field. **Total Difference** \$ (8,819.43)

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_, 2018  
Contractor

**Original Contract Price = \$ 92,198.50**  
**Contract Price after CO1 = \$ 83,379.07**  
**% Increase = -9.6%**  
**Original Budget/Estimate = \$ 94,000.00**  
**% Increase = -11.3%**

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_, 2018  
City Engineer

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY PIT CONCRETE MASONRY, LTD, OF CHESTERLAND, OHIO, FOR THE 2017 SIDEWALK REPAIR & REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed 2017 Sidewalk Repair & Replacement Project by Resolution No. 037-17R, passed on July 10, 2017; and

**WHEREAS**, the 2017 Sidewalk Repair & Replacement Project consisted of sidewalk replacement at 29 residences, Emmanuel Church and ADA ramps on Market Street at the Wayne Street and Jackson Street intersections to accommodate handicap accessibility as requested by the A.D.A. Advisory Board; and

**WHEREAS**, in addition, separate smaller projects were also completed at the west end of Peddler's Alley near the Art Wall and at the Hancock Street and Water Street intersection to accommodate necessary ADA repairs; and

**WHEREAS**, this City Commission approved the awarding of the contract to Pit Concrete Masonry, Ltd. of Chesterland, Ohio, for work performed for the 2017 Sidewalk Repair & Replacement Project by Ordinance No. 17-176, passed on September 11, 2017; and

**WHEREAS**, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

**WHEREAS**, the original contract with Pit Concrete Masonry, Ltd., was \$92,198.50, which included an \$8,000.00 contingency, and with the **deduction** of this First & Final Change Order in the amount of \$8,819.43, the final contract cost is \$83,379.07 and will be paid with Issue 8 funds from the Capital Projects Fund; and

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

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the 2017 Sidewalk Repair & Replacement Project and to deduct from the contract amount the sum of Eight Thousand Eight Hundred Nineteen and 43/100 Dollars (\$8,819.43) resulting in the final contract cost of Eighty Three Thousand Three Hundred Seventy Nine and 07/100 Dollars (\$83,379.07) with Pit Concrete Masonry, Ltd. of Chesterland, 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: May 14, 2018



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## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: May 2, 2018

**Subject: Commission Agenda Item – Change Order #1 and Final for the Venice Heights Blvd Reconstruction Project**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order No. 1 and Final for the Venice Heights Blvd Reconstruction Project.

**BACKGROUND INFORMATION:** This project was awarded to Ropper Construction, Inc. from Willard, Ohio at the June 17, 2017 city commission meeting per ordinance 17-150 in the amount of \$640,478.83.

This project involved reconstructing Venice Heights Blvd from Thorpe Drive to the ditch by the soccer field and concrete pavement replacement from the ditch to Bardshar Road. The reconstructed portion required the removal of the existing pavement. Work included new concrete curb and gutters, asphalt pavement, replacement of some sidewalks, handicapped ramps and new sewer and water manhole castings.

The subbase cement stabilization was not performed as we did full depth replacement to allow access to Venice Heights School during the construction process. This reduction was \$41,000 of the change order.

The attached Change Order involves additions/deductions for all bid items listed on the attached construction Change Order No. 1 and Final.

**BUDGETARY INFORMATION:** Change Order No. 1 and Final reflects the actual work performed in the field and the actual quantities used and will deduct from the contract with Ropper Construction, Inc. of Willard, Ohio the amount of \$86,799.80. The original contract amount was \$640,478.83 and the final contract amount will be \$553,679.03. This Project is paid with \$52,627.79 from Sewer Funds and \$501,051.24 from Issue 8 funds from the Capital Projects Fund.

**ACTION REQUESTED:** It is requested that legislation be prepared to allow for the approval of Change Order No. 1 & Final for the Venice Heights Blvd Reconstruction Project savings of \$86,799.80 be passed in full accordance with Section 14 of the City Charter to make final payment to the contractor and close out the project.

I concur with this recommendation:

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Eric Wobser

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Aaron Klein, P.E.

City Manager

Director

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

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: 2017 Venice Heights Boulevard Reconstruction Project  
Construction Change Order No.: 1 and Final

Contractor: Ropper Construction Corporation, LLC

CONTRACT:  
ORDINANCE NO. 17-150  
DATE: 5/2/2018

**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.

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Actual Price	Total ADD/DED
6	202	4,681	5,065.53	384.53	SY	Demo Concrete Pvrnt 7" avg (removed by equip - inc curbs)	\$ 7.50	\$ 35,107.50	\$37,991.48	\$2,883.98
7	202	5,900	6,929.75	1029.75	SF	Concrete Pavement (isolated panel and joint removal)	\$ 2.50	\$ 14,750.00	\$17,324.36	\$2,574.36
8	608	5,900	6,929.75	1029.75	SF	Concrete Pavement (isolated panels and joint repairs)	\$ 8.20	\$ 48,380.00	\$56,823.91	\$8,443.91
9	609	3,038	3,067.50	29.50	LF	Conc Curb and Gutter (New)	\$ 11.00	\$ 33,418.00	\$33,742.50	\$324.50
10	202	34	155.28	121.28	LF	Conc Curb and Gutter (Additional Removal)	\$ 7.00	\$ 238.00	\$1,086.96	\$848.96
11	609	34	155.28	121.28	LF	Conc Curb and Gutter (Additional Replacement)	\$ 19.50	\$ 663.00	\$3,027.96	\$2,364.96
12	448	0	312.77	312.77	Ton	Asphalt PG64-22 Type 1 Surface Course 1.5"	\$ 75.00	\$ -	\$23,457.75	\$23,457.75
14	448	0	320	320.00	Ton	Asphalt Concrete, PG64-22 Type 2 Intermediate Course 1.5"	\$ 70.00	\$ -	\$22,400.00	\$22,400.00
16	301	0	887.8	887.80	Ton	Asphalt 4.25" Base Course	\$ 58.00	\$ -	\$51,492.40	\$51,492.40
17	304	597	1087.26	490.26	SY	Compacted Aggregate Base 4"	\$ 16.00	\$ 9,552.00	\$17,391.52	\$7,839.52
18	204	3837	5372.67	1535.67	SY	Subgrade Comp w/tensar TX 140 Geogrid or equal	\$ 2.90	\$ 11,127.30	\$15,580.74	\$4,453.44
19	203	924	595.4	-328.60	CY	Subbase Excavation use 6.5"	\$ 15.00	\$ 13,860.00	\$8,931.00	(\$4,929.00)
20	304	853	732.65	-120.35	CY	Additional Aggregate Base 6"	\$ 29.50	\$ 25,163.50	\$21,613.18	(\$3,550.33)
21	203	853	810.94	-42.06	CY	Additional Subbase Excavation 6"	\$ 14.00	\$ 11,942.00	\$11,353.16	(\$588.84)
24	202	206	1681.26	1475.26	SF	Demo Concrete Sidewalk (per plan)	\$ 1.85	\$ 381.10	\$3,110.32	\$2,729.22
25	202	5542	5363.27	-178.73	SF	Demo Concrete Apron	\$ 1.60	\$ 8,867.20	\$8,581.22	(\$285.98)
26	202	610	660.71	50.71	SF	Demo Concrete HC Ramp	\$ 1.60	\$ 976.00	\$1,057.14	\$81.14
27	Special	16	16.43	0.43	SY	Demo and replace asphalt pavement in kind (along storm sewer)	\$ 71.25	\$ 1,140.00	\$1,170.88	\$30.88
28	608	100	1161.03	1061.03	SF	Concrete Walk 4" (per plan)	\$ 3.50	\$ 350.00	\$4,063.59	\$3,713.59
29	608	200	0	-200.00	SF	Concrete Walk 4" (additional quantity inc excavation)	\$ 4.00	\$ 800.00	\$0.00	(\$800.00)
30	608	564	1229.24	665.24	SF	Concrete Residential Apron 6"	\$ 4.00	\$ 2,256.00	\$4,916.94	\$2,660.94
31	608	5000	4134.03	-865.97	SF	Concrete Commercial Apron 8"	\$ 5.00	\$ 25,000.00	\$20,670.15	(\$4,329.85)
32	608	610	660.71	50.71	SF	HC Ramp (per details)	\$ 4.20	\$ 2,562.00	\$2,774.98	\$212.98
33	608	13	10	-3.00	EA	Truncated Domes	\$ 270.00	\$ 3,510.00	\$2,700.00	(\$810.00)
35	642	124	132.8	8.80	LF	Crosswalks (all striping on an each basis)	\$ 5.50	\$ 682.00	\$730.40	\$48.40
37	Special	19	5	-14.00	EA	Remove Sign (turn over to street dept)	\$ 20.00	\$ 380.00	\$100.00	(\$280.00)
38	630	3	2	-1.00	EA	Stop Sign (new installed)	\$ 225.00	\$ 675.00	\$450.00	(\$225.00)
39	630	8	5	-3.00	EA	Speed Limit Sign (new installed)	\$ 200.00	\$ 1,600.00	\$1,000.00	(\$600.00)
40	630	8	10	2.00	EA	No Parking Sign (new installed)	\$ 190.00	\$ 1,520.00	\$1,900.00	\$380.00
41	653	329	189.84	-139.16	CY	Topsoil 4" (furnished and placed)	\$ 49.00	\$ 16,121.00	\$9,302.19	(\$6,818.81)



CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: 2017 Venice Heights Boulevard Reconstruction Project  
Construction Change Order No.: 1 and Final

Contractor: Ropper Construction Corporation, LLC

CONTRACT:  
ORDINANCE NO. 17-150  
DATE: 5/2/2018

42	659	2958	1725.32	-1232.68	SY	Seeding and Mulch	\$ 1.60	\$ 4,732.80	\$2,760.52	(\$1,972.28)
43	Special	3040	3080.8	40.80	LF	6" Conduit ADS with sock (w backfill and connect to cb)	\$ 8.55	\$ 25,992.00	\$26,340.84	\$348.84
44	Special	6080	0	-6080.00	LF	Filtrex Socks (2 per lf each side - see detail)	\$ 1.80	\$ 10,944.00	\$0.00	(\$10,944.00)
45	611	8	9	1.00	EA	Adjust CB casting to grade (contractor provides casting)	\$ 711.00	\$ 5,688.00	\$6,399.00	\$711.00
46	611	2	3	1.00	EA	CB replace top 27" to 32" and new casting adjusted to grade	\$ 900.00	\$ 1,800.00	\$2,700.00	\$900.00
47	611	1	3	2.00	EA	Adjust MH to grade (contractor provides castings)	\$ 1,025.00	\$ 1,025.00	\$3,075.00	\$2,050.00
48	611	211	221.9	10.90	LF	24" HDPE Storm Sewer	\$ 88.00	\$ 18,568.00	\$19,527.20	\$959.20
51	657	34	125.83	91.83	SY	RipRap Type C (1' thick at Flared end section inc excavation)	\$ 37.00	\$ 1,258.00	\$4,655.71	\$3,397.71
55	Special	1	0.00	-1.00	LS	Contingency (to be used at the direction of the engineer) This includes Items 55A,55B, 55C, 56A, 56B, 56C, 56D below.	\$ 94,000.00	\$ 94,000.00	\$37,421.11	(\$56,578.89)
55A	Special	0	200	200.00	CY	M5 Concrete	\$ 20.00	\$ -	\$4,000.00	\$4,000.00
55B	Special	0	1	1.00	LS	15" Pipe	\$ 600.00	\$ -	\$600.00	\$600.00
55C	Special	0	1	1.00	LS	Remove Headwall Park Prep	\$ 500.00	\$ -	\$500.00	\$500.00
56	Special	1	0	-1.00	EA	8' x 4' Project Sign, graphic to be provided by contractor for approval	\$ 300.00	\$ 300.00	\$0.00	(\$300.00)
56A	202	0	910.49	910.49	CY	Excavation	\$ 15.00	\$ -	\$13,657.35	\$13,657.35
56B	304	0	1082.11	1082.11	Ton	#304 Aggregate Base	\$ 16.00	\$ -	\$17,313.76	\$17,313.76
56C	630	0	2	2.00	EA	Curve Sign	\$ 225.00	\$ -	\$450.00	\$450.00
56D	642	0	4	4.00	EA	Crosswalk Sign	\$ 225.00	\$ -	\$900.00	\$900.00
A1	402	320	0	-320.00	SY	Asphalt Concrete Surface Course 1.5" Warm Mix Alt	\$ 75.00	\$ 24,000.00	\$0.00	(\$24,000.00)
A2	402	320	0	-320.00	SY	Asphalt Concrete Intermediate Course 1.5" Warm Mix Alt	\$ 70.00	\$ 22,400.00	\$0.00	(\$22,400.00)
A3	402	906	0	-906.00	SY	Asphalt Concrete Base Course 4.25" Warm Mix Alt	\$ 56.50	\$ 51,189.00	\$0.00	(\$51,189.00)
B1	402	5000	0	-5000.00	SY	Subbase cement stabilization (8" thickness)	\$ 8.20	\$ 41,000.00	\$0.00	(\$41,000.00)
							Total Difference	\$ 640,478.83	\$553,679.03	\$ 86,799.80

Accepted:  PRES/CEO Date: 5/8 2018  
Contractor

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_ 2018  
City Engineer

Original Contract Price = \$ 640,478.83  
Contract Price after CO1 = \$553,679.03  
% Increase = -13.6%  
Original Budget/Estimate = \$ 650,000.00  
% Increase = -14.8%

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ROPPER CONSTRUCTION INC., OF WILLARD, OHIO, FOR THE VENICE HEIGHTS BLVD RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Venice Heights Blvd Reconstruction Project by Resolution No. 034-17R, passed on June 12, 2017; and

**WHEREAS**, the Venice Heights Blvd Reconstruction Project involved the reconstruction of Venice Heights Boulevard from Bardshar Road to Thorpe Drive including the replacement of isolated joints and panels from the westerly end from Bardshar Road to just west of the existing culvert pipe, new concrete curb and gutter with asphalt pavement from the culvert pipe to Thorpe Drive, and the installation of new storm culvert pipe just west of the existing culvert; and

**WHEREAS**, this City Commission approved the awarding of the contract to Ropper Construction Inc., of Willard, Ohio, for the Venice Heights Blvd Reconstruction Project by Ordinance No. 17-150, passed on July 24, 2017; and

**WHEREAS**, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

**WHEREAS**, the original contract with Ropper Construction Inc, was \$640,478.83, which included an \$94,000.00 contingency, and with the **deduction** of this First & Final Change Order in the amount of \$86,799.80, the final contract cost is \$553,679.03 of which \$501,051.24 will be paid with Issue 8 funds from the Capital Projects Fund and the remaining balance of \$52,627.79 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 make final payment to the contractor and close out the completed project; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Venice Heights Blvd Reconstruction Project and to **deduct** from the contract amount the sum of Eighty Six Thousand Seven Hundred Ninety Nine and 80/100 Dollars (\$86,799.80) resulting in the final contract cost of Five Hundred Fifty Three Thousand Six Hundred Seventy Nine and 03/100 Dollars (\$553,679.03) with Ropper Construction Inc., of Willard, 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: May 14, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 1, 2018

**Subject: Commission Agenda Item – BIWW HVAC Emergency Repairs**

**ITEM FOR CONSIDERATION:** Legislation approving the emergency repair work to the heating, ventilation and air conditioning (HVAC) unit which cools the main electrical room at the Big Island Water Works (BIWW) plant and payment for materials and services to Hartland HVAC Services, Inc. of Milan, OH.

**BACKGROUND INFORMATION:** On Friday, April 6, 2018, the air conditioning portion of the HVAC unit for the main power room that serves the switchgear and plant controls at BIWW completely failed. Outside service personnel examining the unit determined that repairs would be equal to or greater than the cost of replacement. In addition, the current HVAC is a specialty unit and it takes about one month to receive and install the Luxaire 12.5-ton stainless steel, two-stage HVAC unit and economizer after the order is placed.

In order to ensure continuous operation and installation before warm weather arrives, which may cause over-heating due to high temperatures, the City Commission passed a motion to move forward with purchasing the unit at the Commission Meeting on April 23, 2018, during the reading of the Manager's Report. Staff obtained three quotes with similar specifications ranging from \$12,550 to \$20,050 and determined the quote from Hartland HVAC Services was the lowest and best and subsequently placed an order for the HVAC unit.

**BUDGETARY INFORMATION:** The cost of \$12,550.00 for purchase and installation of the HVAC unit will be paid from the Water Fund.

**ACTION REQUESTED:** It is recommended that legislation be approved for the emergency repair work to the HVAC unit at the Big Island Water Works (BIWW) and payment in the amount of \$12,550.00 for materials and services to Hartland HVAC Services, Inc. of Milan, OH. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to ensure the emergency repairs are completed and allow the contractor to be paid once work is completed and invoice is received.

I concur with this recommendation:

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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 AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS FOR THE EMERGENCY PURCHASE AND INSTALLATION OF A LUXAIRE 12.5-TON STAINLESS STEEL HVAC UNIT AT THE BIG ISLAND WATER WORKS (BIWW) PLANT IN THE AMOUNT OF \$12,550.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, on April 6, 2018, the air conditioning portion of the HVAC unit for the main power room that serves the switchgear and plant controls at the Big Island Water Works (BIWW) plant failed and after examination it was determined it would be more cost efficient to replace the unit than to make the necessary repairs; and

**WHEREAS**, the City Manager notified this City Commission at their April 23, 2018, regularly scheduled meeting of the emergency nature of the situation and a motion was passed approving the emergency purchase of a new unit; and

**WHEREAS**, quotes were received from three (3) vendors and the quote from Hartland HVAC Services, Inc. of Milan, Ohio, was determined to be the lowest and best quote; 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 \$12,550.00 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 allow for timely payment of the equipment and services once work is completed and invoice is received; 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 a transfer

Luxaire 12.5-ton Stainless Steel HVAC Unit at the Big Island Water Works (BIWW) Plant to Hartland HVAC Services, Inc., of Milan, Ohio, at an amount **not to exceed** Twelve Thousand Five Hundred Fifty and 00/100 Dollars (\$12,550.00).

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: May 14, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 11, 2018

Subject: **Commission Agenda Item – 2018 Five-Year Capital Improvement Plan**

**ITEM FOR CONSIDERATION:** Approval of the 2018 Five-Year Capital Improvement Plan (Plan).

**BACKGROUND INFORMATION:** In June of 2016, the Sandusky City Commission approved the first city-wide Five-Year Capital Improvement Plan, developed to track proposed capital expenditures over the subsequent five-year period. The Plan serves as a transparent document so every stakeholder and resident in the City of Sandusky can understand how the city administration proposes to implement needed and desired programs or projects that have been described by staff and by residents through the Bicentennial visionary process. Secondly, the Plan can be utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated.

A draft Plan was sent to commissioners, as well as members of the Finance Committee on April 16, 2018. All feedback received to-date has been incorporated into the document. This Plan will continue to be updated annually during the budgeting process. The Plan in final form will be presented at the City Commission meeting on April 23, 2018.

**BUDGETARY INFORMATION:** There is no budgetary impact at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

**ACTION REQUESTED:** It is requested that City Commission approve the proposed 2018 Five-Year Capital Improvement Plan and that necessary legislation be passed.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

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

**AN ORDINANCE APPROVING AND ADOPTING THE 2018 FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF SANDUSKY.**

**WHEREAS**, this City Commission approved and adopted the first city-wide Five-Year Capital Improvement Plan for the City of Sandusky by Ordinance No. 16-104, passed on July 11, 2017; and

**WHEREAS**, the Five-Year Capital Improvement Plan was developed to track proposed capital expenditures over the subsequent five-year period and is utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated; and

**WHEREAS**, this proposed 2018 Capital Improvement Plan was distributed to the City Commissioners as well as members of the Finance Committee on April 16, 2018; and

**WHEREAS**, feedback received to-date has been incorporated into the document and the this Plan will continue to be updated annually during the budgeting process; 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 and, NOW, THEREFORE,

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

Section 1. This City Commission approves and adopts the 2018 Five-Year Capital Improvement Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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

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



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

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

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

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

Passed: May 14, 2018 (effective after 30 days)



# 2018 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

## STRATEGIC VISION

Since the inception of the *Bicentennial Vision* and the passage of Issue 8, the City of Sandusky has been building on our unique assets to cultivate a bright future, including a stunning waterfront, a beautiful park system, walkable neighborhoods and dynamic cultural institutions, as well as emerging local businesses, strong regional employers and a booming destination economy.

The decisions we make and actions we take determine how Sandusky will thrive and grow. Our growth must be organic, gradual and sustainable, yet ambitious enough to call for the creation of new assets that will become part of the history and fabric of Sandusky over the next 200 years.

It is our intention to create a vibrant, livable, connected, celebrated, destination city that is worthy of our legacy.

*-Adapted from City of Sandusky Bicentennial Vision 2016-2020*



## INTRODUCTION

When residents voted in favor of Issue 8 in 2014 and came together to develop the Bicentennial Vision in 2016, they invested in Sandusky, the heart and soul of the Firelands region and the economic engine of Erie County. The City of Sandusky is committed to ensuring that everyone in the community benefits from this collective support. Our top priority is to maintain and improve the lives of every resident, as well as the places we live, work and play, and to do so through careful consideration and clear communication.

The Five-Year Capital Improvement Plan (CIP) is a comprehensive plan for proposed spending over the next five years, created for the people who have invested in Sandusky. Those who spend their time and money to benefit this city, including residents, business owners, civic servants, tourists and those who work and volunteer throughout the city, help to make this vision a reality.

The annual budget for the City of Sandusky is divided into two main parts:

**Operation and Maintenance (O&M):** These expenses are vital to the success of the City and include employee wages & benefits, along with various items that are necessary to support both residents and employees of the City. From adequate supplies to up-to-date training and licensing, many everyday expenses fall under O&M. “Supplies” may refer to resources used to treat drinking water or protective gear used by safety forces in an emergency. Although the details of O&M are not included in this report, they are an important part of the annual budget.

**Capital:** **Capital assets** are items, (i.e., land, buildings, vehicles, equipment, software, art, historical treasures) with a useful life spanning beyond a single reporting period, that are not intended for sale. **Capital infrastructure** refers to fundamental structures or facilities, (i.e., roads, bridges, traffic lights, multiuse paths, water & sewer systems, shoreline protection), that are needed for the operation of the City and can be preserved for a significantly greater number of years.

This plan focuses on the capital spending for assets and infrastructure, and serves as a cohesive guide to Sandusky’s future growth that will honor the varying needs of the community.

It is with a sense of continued dedication that we share the details of this collaborative plan that is both inspired by and created for those who count themselves as members of the City of Sandusky.

## FREQUENTLY ASKED QUESTIONS (FAQS)

### How does the City prioritize capital projects?

Deciding which projects receive attention takes careful consideration. Here are a few keys steps in the process:

**Planning and Analysis:** During the fourth quarter each year, the director of public works invites key players to participate in preliminary discussions that determine which needs and goals take priority and collaborates with staff to develop a synchronized plan. Existing planning documents are also taken into consideration. **Here is a list of planning documents currently in use by the City and the department where they can be found:**

Planning Document	Department/Division	Year
Downtown East Bay Plan	Planning	2017
Jackson Street Pier Plan	Planning	2017
Landing Park Master Plan	Public Works	2017
Sandusky Neighborhood Initiative (SNI)	Planning	2017
Bicentennial Vision – Strategic Plan	Planning	2016
Bicentennial Vision – Comprehensive Master Plan	Planning	2016
CDBG – Five-Year Consolidated Plan	Planning	2014
CDBG – Annual Action Plan	Planning	Annually
Zoning Map	Planning	2015
Bayfront Corridor Plan	Planning	2015
Lion’s Park Master Plan	Planning	2009
Safe Routes to Schools	Planning	2013
Thriving Communities Housing Survey	Planning	2015
Downtown Parking Study	Planning	2014
Five-Year Capital Improvement Plan	Public Works	Annually
Pavement Condition Rating	Public Works	2015
Water Quality Monitoring Report (CSO’s)	Public Works	1998
CSO General Plan	Public Works	1997
Master Water Plan	Public Works	1998
Big Island Water Works Source Water Intake Study	Public Works	2009
Water Quality Study for Disinfection Byproducts and Algae Toxins	Public Works	2015
Water Distribution System Study	Public Works	2006
2040 Long Range Transportation Plan	Erie County Planning	2015
Sidewalk Inventory	Erie County Planning	2013
Tree Inventory	Erie County Planning	2014
Bicycle and Pedestrian Plan	Erie County Planning	2014

### Keys steps in the CIP planning process (continued):

**Collaboration:** Multiple perspectives are vital to building a successful plan. Local business owners, resident groups and other community-based organizations are given the opportunity to voice concerns and recommendations and to determine final outcomes.

**Comparison:** Prior to finalizing a plan, the City works with various parties to ensure projects are not being duplicated, as well as to build support. External parties may include, Columbia Gas, First Energy, Sandusky Main Street Association, Erie County Commission, Ohio Department of Transportation, Firelands Regional Medical Center, Cedar Fairs and various schools, churches and businesses.

**Confirmation:** The City administration and staff, with oversight by commissioners, approve funding for forthcoming projects and examine the financial impact for each project over five years.

### How does the plan reflect the ideas and desires of the residents?

Beginning in 2014, stakeholders and residents were invited to participate in strategic planning meetings where ideas were generated. These meetings continue to take place throughout the city and are often advertised by the City and local news media. In addition, concerns and complaints submitted via letter, e-mail, telephone and social media throughout any given year are tallied and taken into consideration during the CIP planning process.

As a result of public input, the City developed five points of focus to ensure that every project aligns with issues that are important to current and future residents.

<b>VIBRANT CITY</b>	Economy, workforce, buildings & land, entrepreneurs & business
<b>LIVABLE CITY</b>	Housing, neighborhood amenities & safety
<b>CONNECTED CITY</b>	Roads, sidewalks, public transit, signage & technology
<b>DESTINATION CITY</b>	Downtown, waterfront, recreation, arts & culture
<b>CELEBRATED CITY</b>	Events, legacy, brand, marketing & storytelling

### **How can available funds be used?**

Each fund has specific guidelines for spending. These rules are established when the account is created and may be influenced by federal, state and/or local regulations. For example, based on the Ohio Revised Code, revenue generated by water rates cannot be used to repair a damaged shoreline. That money can only be used for operation, maintenance and capital related to water-specific needs. Another common example involves funds available through tax increment financing (TIF), which must be used for a specific purpose, possibly a geographic region, resulting in applicability of TIF funds for very specific projects.

### **How does the director of finance determine what funds are available for Capital?**

The director of finance evaluates many factors, including historic income and spending, local economy, market activity and approved or potential grants and loans, to make projections for the following year.

Operation & Maintenance (O&M), debt service and targeted reserves keep the city functioning on a day-to-day basis and take priority over capital spending. Funds that remain, once the O&M budget and reserves are subtracted from the projected income, may be considered for capital projects.

### **If a project is included in the CIP, is it guaranteed that the project will be funded in the year that it is listed?**

No. Projects listed within Year One of the 5-Year CIP become a part of that year's capital budget. As the year progresses, there may be a need (i.e., emergency demolition or equipment failure) to shift funds from one project to another. In most cases, this shift would be formally approved by the Commission at a public meeting. Projects listed from Year Two through Year Five are considered flexible priorities to be funded in the future.

### **Will all projects be on-time and within budget?**

The goal is to complete all of the projects listed within the first year of the CIP on-time and within budget. However, the dates and amounts provided during the capital planning process are estimates and are not guaranteed until each project is complete. Unpredictable factors may require schedules and/or budgets to change. For example, the cost of asphalt for street repairs is based on changing fuel prices or the price of equipment may increase between the time of estimate and the time of purchase.

### **What is the process for raising utility rates?**

Each year, the director of public works evaluates current rates to ensure that there are enough funds to operate sewer and water systems while providing the best possible rates for residents. The director of public works then makes a recommendation to the city manager and commission to retain, increase or decrease rates. At a public meeting, commissioners evaluate and vote on that recommendation. If approved, an ordinance is created and the billing software is updated.

### **When are Community Development Block Grant (CDBG) funds available?**

The City is awarded funds by the federal government each July. The public process to determine how funds will be allocated begins early each year so an Annual Action Plan can be formalized with the Department of Housing and Urban Development prior to receiving the funds.

### **Are funds available for home repairs?**

Typically, the City partners with a non-profit organization that utilizes CDBG funding in order to provide a home repair program for residents. Eligibility is based on income. If interested in more information, please contact the Department of Community Development at (419) 627-5847.

### **If I am part of a non-profit organization, how do I apply for CDBG funds?**

The City is permitted to award a percentage of CDBG funds to eligible non-profit organizations that perform public service activities. The process is competitive and the City accepts applications for a limited time. Prospective sub-grantees may contact the department of community development or check the City's website for applications, posted in February of each year.

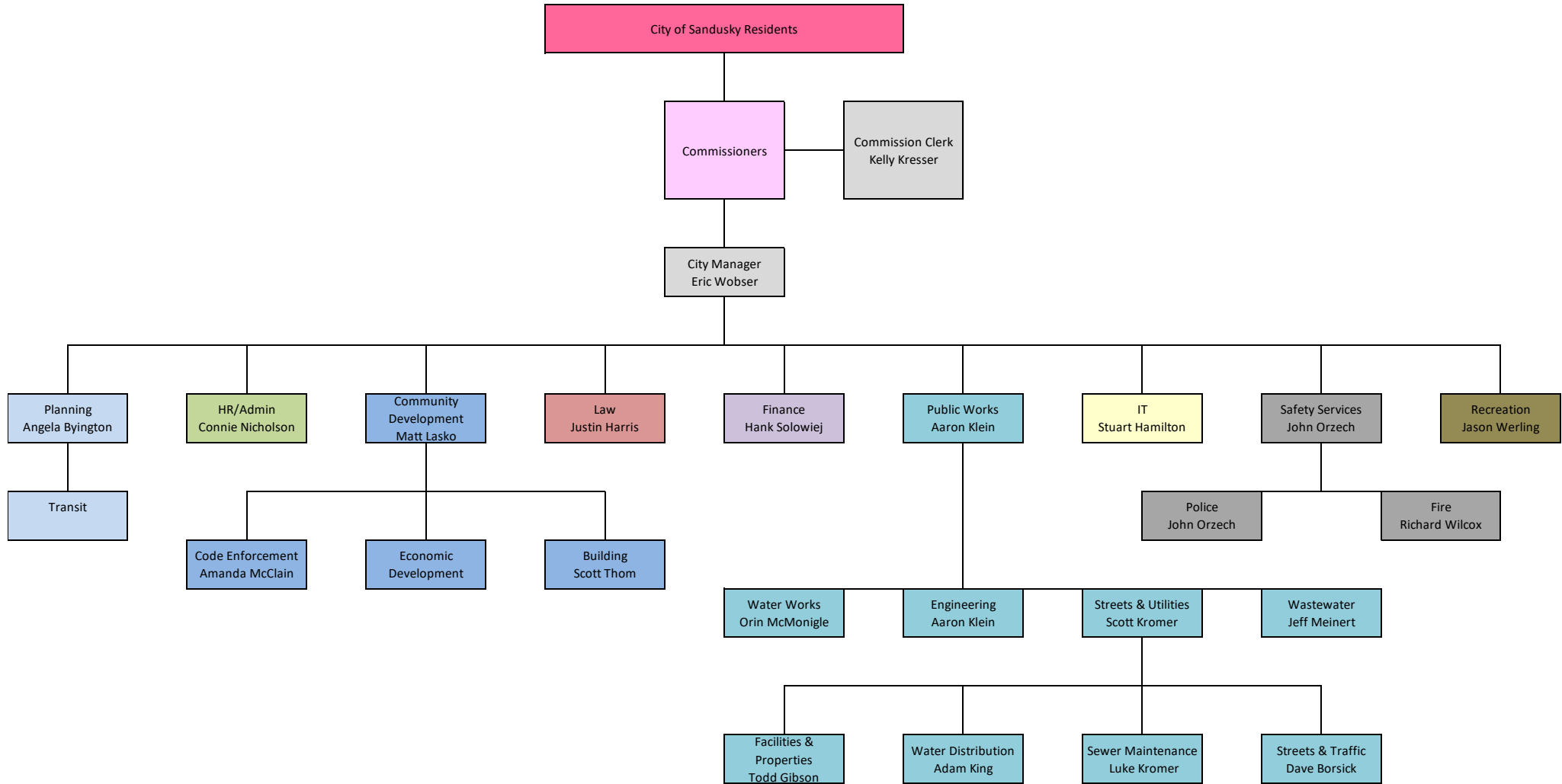
### **Where can I find additional information?**

1. To view the [Five-Year Capital Improvements Plan \(CIP\)](http://www.ci.sandusky.oh.us) please visit [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us).
2. To view the [Comprehensive Annual Financial Report \(CAFR\)](http://www.ci.sandusky.oh.us/finance/finance-audits.htm) please visit [www.ci.sandusky.oh.us/finance/finance-audits.htm](http://www.ci.sandusky.oh.us/finance/finance-audits.htm).
3. To obtain a printed copy of the CIP report or view a more detailed version of the CIP spreadsheets, please contact the Department of Public Works:

City Hall, Engineering Offices  
222 Meigs Street  
Sandusky, OH 44870  
(419) 627-5829  
[esowecke@ci.sandusky.oh.us](mailto:esowecke@ci.sandusky.oh.us)



# ORGANIZATIONAL CHART



## FINANCIAL GOVERNANCE

State law requires the City of Sandusky to file basic financial statements with the State Auditor within 150 days of the last day of the year. The City's finance department completes this task by preparing the Comprehensive Annual Financial Report (CAFR), adhering to the standards of the Government Finance Officers Association of the United States and Canada (GFOA). The report is prepared according to the generally accepted accounting principles (GAAP).

According to the 2016 CAFR, *Relevant Financial Policies*:

*The City of Sandusky has a responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the provision of services desired by the public. Sound financial policies are necessary to carry out that responsibility.*

*The City has established relevant financial policies for investments, capital assets, and the budget. The purpose of the investment policy is to provide for the complete safety of the portfolio's principal value, assure adequate liquidity, and earn a market rate of return. The investment policy is reviewed annually for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.*

*The goal of the capital assets inventory system and policy is to provide control and accountability over the City's capital assets and to assist departments in gathering and maintaining information needed for the preparation of the annual financial statements. The City recognizes the importance of preserving the community's capital assets and to ensure that future needs are met.*

*Finally, the budget policy is designed to provide conceptual standards for financial decision-making, enhance consistency in financial decisions, and establish parameters for the administration to use in directing the day-to-day financial affairs of the City. One-time or special purpose revenues will be used to finance capital projects or for restricted expenditures and not to subsidize recurring personnel costs or other operating costs.*

For 26<sup>th</sup> time, the GFOA awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City of Sandusky for its Comprehensive CAFR for calendar year 2016. The certificate is a prestigious, national award that recognizes the highest standards for preparation of state and local government financial reports. In order to be awarded this certificate, a government unit must publish a clear and well-organized CAFR that satisfies both GAAP and applicable legal requirements.

Ratings assigned on Moody's global rating scales are forward-looking opinions of credit risks of financial obligations. Currently, the City has an "Aa3" rating from Moody's Investors Service. Aa3 is a Prime-1 rating, indicating that the obligations of the City are high quality and subject to low credit risk.

## FUND NUMBERS, CODES AND ABBREVIATIONS

These are the fund and organization codes currently tracked in the CIP:

110	General Fund
216	Street Fund, including revenue from License Plate “Permissive Fees”
217	State Highway Fund
218	Public Transit Fund
227	Parks & Recreation Fund
239	State Grants Fund
241	Federal Grants Fund
431	CIP Fund, including revenue from Issue 8, Metropolitan Planning Organization & Ohio Public Works Commission
432	Redevelopment Tax Increment Financing
612	Water Fund
613	Sewer Fund, including storm water
876	Oakland Cemetery Endowment

Some departments also apply for or automatically receive project-based funding through various grant and loan programs. When revenue is received from these sources, it is typically placed into a sub-fund within one of the funds listed above. Most projects are given a separate fund number for tracking purposes. Grant monies specifically allocated for a particular project are placed within that sub-fund account.

**Examples of outside funding sources include:**

- Community Development Block Grant (CDBG)
- Community Housing Improvements Program (CHIP)
- Great Lakes Restoration Initiative (GLRI)
- Coastal Management Assistance Grant (CMAG)
- Surface Water Improvement Fund (SWIF)
- Transportation Improvement Program (TIP)
- Surface Transportation Program (STP)
- Safe Routes to Schools Program (SRTS)
- Highway Planning and Construction
- Ohio Public Works Commission (LTIP and SCIP)
- Ohio Water Development Authority (OWDA)
- Water Supply Revolving Loan Account (WSRLA)
- Water Pollution Control Loan Fund (WPCLF)
- State Brownfields Programs
- Federal Brownfields Programs
- Recreational Trails Program
- Clean Ohio Trails Fund

## FUNDING SOURCES

The fund numbers and codes listed in the previous section are used by the City Department of Finance. Others, such as department heads, may track annual capital spending based on less technical factors. For example, historically, “431”, was the code for the account for capital projects funded by income taxes. Now, projects coded “431” are funded by Issue 8. Because that campaign was meant to fund specific projects (i.e. blight elimination or neighborhood and street improvements), it is critical for the City to provide a clear breakdown of capital expenditures.

**Here is a general list of annual spending based on funding sources, along with a description of each of the headings on the spreadsheet:**

<b>Capital</b>	Five percent (5%) of income tax revenues are allocated to the CIP per Codified Ordinance Chapter 191.07.
<b>CDBG</b>	Community Development Block Grant (CDBG) dollars from the U.S Department of Housing & Urban Development. An annual plan is adopted each program year which outlines the goals the grant seeks to achieve.
<b>EMS</b>	Revenues generated from emergency medical/ambulance services, per Codified Ordinance Chapter 961, in excess of the first \$400,000, are allocated to this sub-account and are used for equipment and capital improvements related to the fire department, as well as for remediation and removal of unsafe structures as deemed necessary by the fire chief.
<b>Grants</b>	Federal and state grant dollars available for equipment and/or capital improvements.
<b>Issue 8 – Capital</b>	A portion of revenues generated from the income tax and admissions tax rate increases to be used on neighborhoods, planning, forestry, technology, park improvements, blight elimination, infrastructure and capital improvements.
<b>Loans – Utility</b>	Anticipated loans or notes that will be reimbursed by one of the two enterprise funds—sewer or water utilities. These will be transferred to debt service in future O&M budgets.
<b>Loans – EMS</b>	Anticipated loans, bonds or notes that will be reimbursed by the EMS Fund, such as ladder trucks and other vehicles. These will be transferred to debt service in future O&M budgets.
<b>Loans – Capital</b>	Anticipated loans, bonds or notes that will be reimbursed with Capital Fund dollars.
<b>MPO</b>	Grant dollars distributed from the Metropolitan Planning Organization which are typically federal dollars received via the Ohio Department of Transportation.

**Private Funding**

Revenues generated from donations or other private sources.

**Public Financing**

Revenues generated from publicly approved subsidies such as Tax Increment Financing (TIF) districts.

**Sewer**

Revenues generated from the operations of the sewer collection system within the City and for sewer service to Erie County. This includes Storm Sewer revenues from operations of the storm sewer management system within the City.

**Street**

Revenues from the state-levied and state-controlled gasoline and motor vehicle license fees remitted to the City by state formula and the \$5 license plate fee that the City is permitted to impose by Ohio law. The City has four separate \$5 license plate fees which were enacted in 1977, 1987, 1989 and 1992. These comprise a total of \$20 in licensing fees (the maximum permitted).

**Transit**

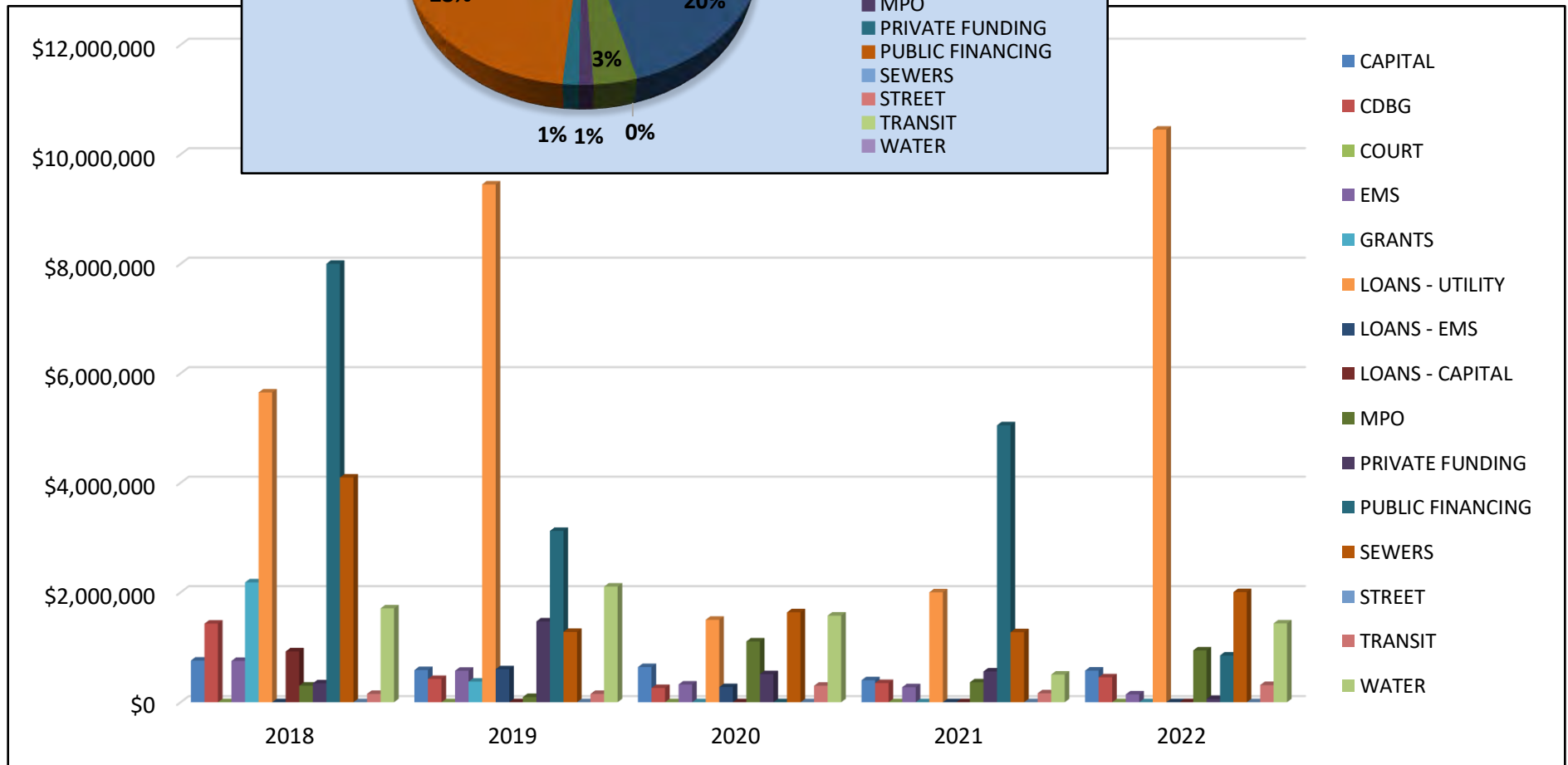
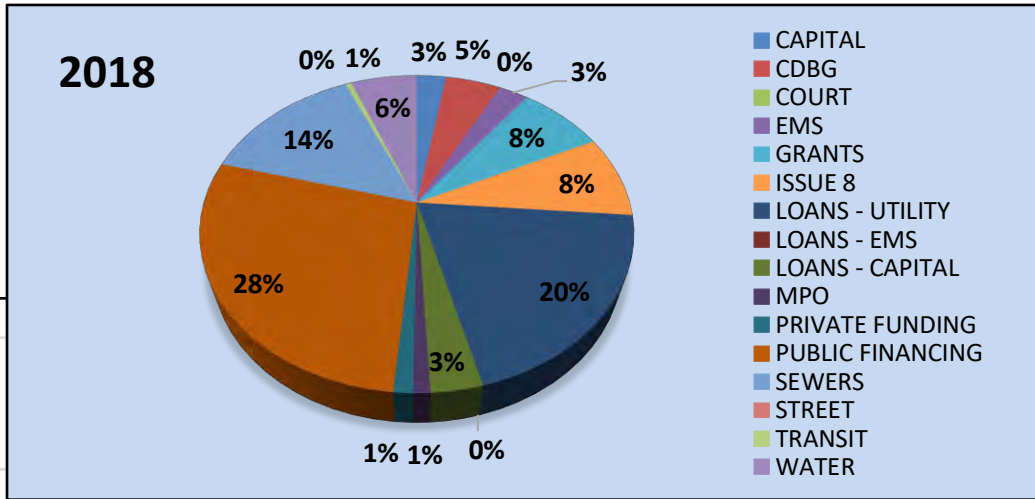
Revenues generated strictly for use by the Sandusky Transit System, such as fare boxes, federal grants, state grants, contractual obligations, etc.

**Water**

Revenues from the operations of the water distribution system within the City and for the sale of water to other bulk sources.

## SUMMARY BY FUNDING

	CAPITAL	CDBG	COURT	EMS	GRANTS	ISSUE 8	LOANS - UTILITY	LOANS - EMS	LOANS - CAPITAL	MPO	PRIVATE FUNDING	PUBLIC FINANCING	SEWERS	STREET	TRANSIT	WATER	TOTAL
2018	\$757,234	\$1,429,796	\$0	\$752,000	\$2,180,644	\$2,429,883	\$5,649,150	\$0	\$925,000	\$301,100	\$343,877	\$8,000,000	\$4,095,123	\$0	\$151,000	\$1,707,399	\$28,789,706
2019	\$584,915	\$423,000	\$0	\$572,000	\$375,000	\$2,688,802	\$9,450,000	\$600,000	\$0	\$94,198	\$1,470,000	\$3,120,000	\$1,278,750	\$0	\$152,000	\$2,103,750	\$22,972,415
2020	\$639,915	\$258,000	\$0	\$322,000	\$0	\$2,378,310	\$1,500,000	\$275,000	\$0	\$1,104,931	\$510,000	\$0	\$1,636,250	\$0	\$300,000	\$1,576,250	\$10,560,656
2021	\$399,915	\$348,000	\$0	\$272,000	\$0	\$2,472,134	\$2,000,000	\$0	\$0	\$362,448	\$560,000	\$5,050,000	\$1,273,750	\$0	\$162,000	\$503,750	\$13,483,997
2022	\$574,915	\$453,000	\$0	\$142,000	\$0	\$2,340,494	\$10,450,000	\$0	\$0	\$941,974	\$60,000	\$850,000	\$2,003,750	\$0	\$312,000	\$1,433,750	\$19,621,883
<b>Grand Total</b>	<b>\$2,956,894</b>	<b>\$2,911,796</b>	<b>\$0</b>	<b>\$2,060,000</b>	<b>\$2,555,644</b>	<b>\$12,309,623</b>	<b>\$29,049,150</b>	<b>\$875,000</b>	<b>\$925,000</b>	<b>\$2,804,651</b>	<b>\$2,943,877</b>	<b>\$17,020,000</b>	<b>\$10,287,623</b>	<b>\$0</b>	<b>\$1,077,000</b>	<b>\$7,324,899</b>	<b>\$95,428,657</b>



## PROJECT BY CATEGORY

To streamline the City's focus and allocate the appropriate dollar amount to each project, the CIP is divided into eight categories:

### Economic Development

Vacant buildings, blighted land, entrepreneurs and small businesses

### Neighborhoods

Housing stock and neighborhood amenities and safety

### Parks, Recreation and Pathways

Parks, multi-use paths, bayfront and shoreline

### Provisions

Equipment, vehicles, facilities and safety

### Sewer

Wastewater treatment, storm and sanitary sewers and overflows

### Streets

Roads, traffic, rights-of-way, forestry, parking, corridors, streetscapes, walkability, transit stops

### Technology

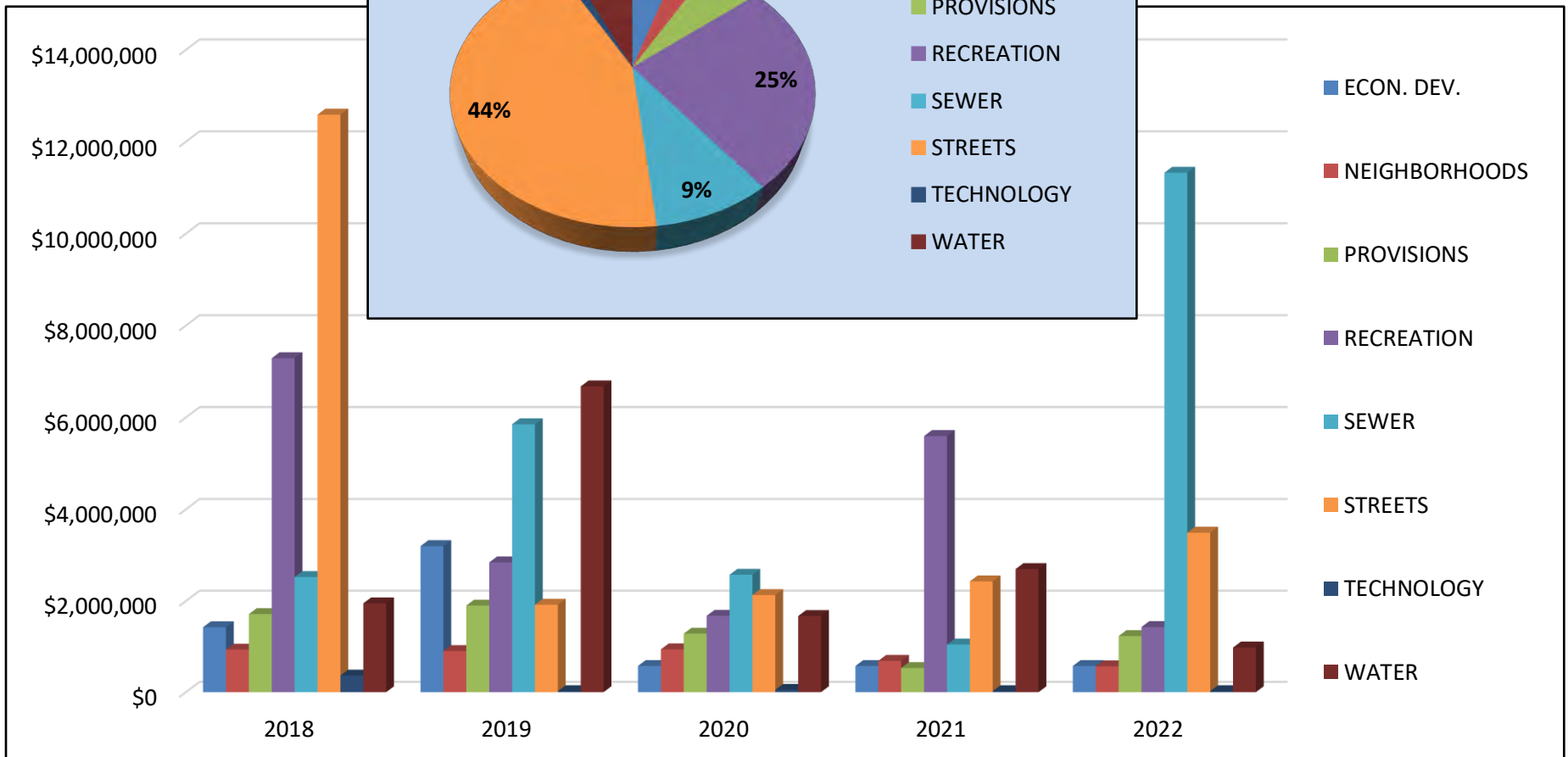
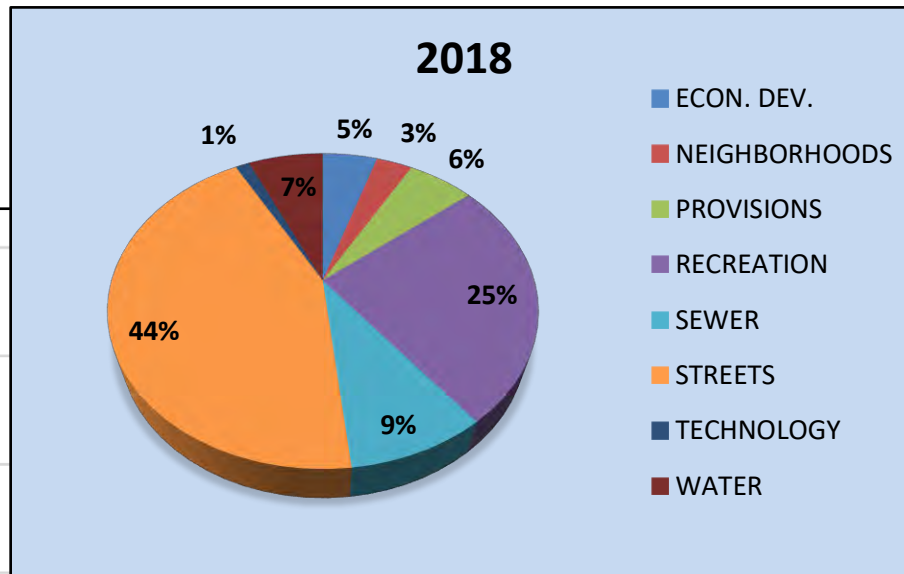
Hardware and software

### Water

Maintain and improve water treatment, distribution and towers

## SUMMARY BY CATEGORY

TOTALS										
	ECON. DEV.	NEIGHBORHOODS	PROVISIONS	RECREATION	SEWER	STREETS	TECHNOLOGY	WATER	Grand Total	
2018	\$1,424,890	\$934,415	\$1,712,992	\$7,288,487	\$2,527,049	\$12,588,684	\$365,000	\$1,948,189	\$28,789,706	
2019	\$3,200,000	\$902,415	\$1,900,000	\$2,845,000	\$5,850,000	\$1,918,000	\$22,000	\$6,675,000	\$23,312,415	
2020	\$575,000	\$939,415	\$1,283,000	\$1,675,000	\$2,575,000	\$2,131,241	\$52,000	\$1,670,000	\$10,900,656	
2021	\$575,000	\$687,415	\$530,000	\$5,595,000	\$1,045,000	\$2,429,582	\$22,000	\$2,700,000	\$13,583,997	
2022	\$575,000	\$567,415	\$1,230,000	\$1,430,000	\$11,325,000	\$3,492,468	\$22,000	\$980,000	\$19,621,883	
<b>Grand Total</b>	<b>\$6,349,890</b>	<b>\$4,031,075</b>	<b>\$6,655,992</b>	<b>\$18,833,487</b>	<b>\$23,322,049</b>	<b>\$22,559,975</b>	<b>\$483,000</b>	<b>\$13,973,189</b>	<b>\$96,208,657</b>	





## 2018 CAPITAL PROJECTION FOR ECONOMIC DEVELOPMENT

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>ECON. DEV.</b>											
<b>2018</b>											
Commercial Demolition	\$0	\$0	\$620,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$620,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Brownfields	\$0	\$0	\$0	\$304,890	\$0	\$0	\$0	\$0	\$0	\$0	\$304,890
<b>2018 Total</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$620,000</b>	<b>\$304,890</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,424,890</b>
<b>2019</b>											
Commercial Demolition	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Private Commercial Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$2,500,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,200,000</b>
<b>2020</b>											
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$575,000</b>
<b>2021</b>											
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$575,000</b>
<b>2022</b>											
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$575,000</b>
<b>ECON. DEV. Total</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$1,045,000</b>	<b>\$304,890</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,349,890</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$1,045,000</b>	<b>\$304,890</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,349,890</b>

## 2018 CAPITAL PROJECTION FOR NEIGHBORHOODS

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>NEIGHBORHOODS</b>											
<b>2018</b>											
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art Master Plan	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Safe Routes to Schools - Design	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
Pilot Projects	\$0	\$0	\$0	\$0	\$14,000	\$0	\$0	\$0	\$0	\$0	\$14,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$602,415</b>	<b>\$0</b>	<b>\$233,000</b>	<b>\$39,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$934,415</b>
<b>2019</b>											
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Pilot Projects	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$602,415</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$40,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$902,415</b>
<b>2020</b>											
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Safe Routes to Schools - Construction	\$0	\$0	\$0	\$252,000	\$0	\$0	\$0	\$0	\$0	\$0	\$252,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
<b>2020 Total</b>	<b>\$0</b>	<b>\$602,415</b>	<b>\$0</b>	<b>\$252,000</b>	<b>\$25,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$939,415</b>
<b>2021</b>											
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
<b>2021 Total</b>	<b>\$0</b>	<b>\$602,415</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$687,415</b>
<b>2022</b>											
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
<b>2022 Total</b>	<b>\$0</b>	<b>\$482,415</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$567,415</b>
<b>NEIGHBORHOODS Total</b>	<b>\$0</b>	<b>\$2,892,075</b>	<b>\$0</b>	<b>\$685,000</b>	<b>\$154,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,031,075</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$2,892,075</b>	<b>\$0</b>	<b>\$685,000</b>	<b>\$154,000</b>	<b>\$300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,031,075</b>

## 2018 CAPITAL PROJECTION FOR PARKS, RECREATION AND PATHWAYS

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>RECREATION</b>											
<b>2018</b>											
Big Island Floating Dock	\$0	\$0	\$0	\$0	\$26,000	\$20,000	\$0	\$0	\$0	\$0	\$46,000
Lions Park Parking Lot	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$39,000	\$0	\$0	\$49,000
Sandusky Bay Pathway Plan Update	\$0	\$0	\$0	\$0	\$31,487	\$38,377	\$0	\$0	\$0	\$0	\$69,864
Jackson Street Pier Construction	\$0	\$0	\$0	\$1,016,017	\$378,254	\$50,000	\$3,843,352	\$0	\$0	\$0	\$5,287,623
Sandusky Bay Initiative	\$0	\$0	\$0	\$818,516	\$0	\$0	\$0	\$0	\$0	\$0	\$818,516
Tennis Courts Planning & Design	\$0	\$0	\$0	\$0	\$6,000	\$14,000	\$0	\$0	\$0	\$0	\$20,000
Central Park Improvements	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Sandusky Bay Strategic Restoration Initiative	\$0	\$0	\$0	\$237,738	\$0	\$0	\$0	\$0	\$0	\$0	\$237,738
Huron Park Improvements	\$0	\$0	\$0	\$0	\$73,800	\$89,000	\$0	\$0	\$0	\$0	\$162,800
Jackson Street Pier Preliminary Design	\$0	\$0	\$0	\$23,352	\$153,800	\$0	\$156,648	\$0	\$0	\$0	\$333,800
Landing Park Master Plan	\$0	\$0	\$0	\$0	\$6,946	\$0	\$0	\$0	\$0	\$0	\$6,946
Paddle Sandusky	\$0	\$0	\$0	\$62,500	\$55,000	\$7,500	\$0	\$0	\$0	\$0	\$125,000
Meigs Pier Concrete	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Foxborough Park Incidentals	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,158,123</b>	<b>\$872,487</b>	<b>\$218,877</b>	<b>\$4,000,000</b>	<b>\$39,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,288,487</b>
<b>2019</b>											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Dredging Jackson Pier Slip	\$0	\$0	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$150,000
Tennis Courts Construction	\$0	\$0	\$0	\$0	\$200,000	\$600,000	\$0	\$0	\$0	\$0	\$800,000
Jaycee Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$50,000
Skate Park Preliminary Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Pickleball Court	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Sand Bay Pathway - Landing Park Constr. Ph I	\$0	\$0	\$0	\$0	\$500,000	\$780,000	\$500,000	\$0	\$0	\$0	\$1,780,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$840,000</b>	<b>\$1,380,000</b>	<b>\$600,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,845,000</b>
<b>2020</b>											
Churchwell Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$25,000	\$75,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Skate Park Construction	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Dog Park	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Jaycee Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$50,000	\$0	\$300,000	\$0	\$0	\$525,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$875,000</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$1,675,000</b>
<b>2021</b>											
Huron Park Master Plan	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Battery Park & Sandusky Bay Pavilion	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$5,000,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Venice Park Improvements	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$595,000</b>	<b>\$0</b>	<b>\$5,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,595,000</b>
<b>2022</b>											
Shore Protection Projects	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$100,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Churchwell Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$300,000	\$0	\$300,000	\$775,000
<b>2022 Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$730,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$300,000</b>	<b>\$1,430,000</b>
<b>RECREATION Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,158,123</b>	<b>\$3,912,487</b>	<b>\$2,048,877</b>	<b>\$9,600,000</b>	<b>\$739,000</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$18,833,487</b>
<b>Grand Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,158,123</b>	<b>\$3,912,487</b>	<b>\$2,048,877</b>	<b>\$9,600,000</b>	<b>\$739,000</b>	<b>\$0</b>	<b>\$325,000</b>	<b>\$18,833,487</b>

## 2018 CAPITAL PROJECTION FOR PROVISIONS

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>PROVISIONS</b>											
<b>2018</b>											
Cemetery Waterline	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
City Hall	\$0	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000
Engineering Inspector Vehicle	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$12,000	\$0	\$12,000	\$30,000
SPD - Body Cameras	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Fire Station #7 Needs Analysis	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
City Hall AC in IT & Service Center HVAC	\$0	\$0	\$0	\$0	\$21,500	\$0	\$0	\$0	\$0	\$0	\$21,500
SPD Cruisers (2)	\$0	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$65,000
Water - 1-ton, 4x4 2500 lift gate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
Sewer - 1-ton, mini, pick up, tow motor, leaf vactor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Forestry Vehicle	\$0	\$0	\$0	\$0	\$51,492	\$0	\$0	\$0	\$0	\$0	\$51,492
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2018 Total</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$750,000</b>	<b>\$143,992</b>	<b>\$0</b>	<b>\$0</b>	<b>\$362,000</b>	<b>\$150,000</b>	<b>\$162,000</b>	<b>\$1,712,992</b>
<b>2019</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Fire Station #7 Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
SFD - Fire Engine	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
Salt Truck (2) or Salt Boxes (4)	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$0	\$0	\$0	\$340,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140,000	\$0	\$140,000
Sewer - camera truck #10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$940,000</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>	<b>\$140,000</b>	<b>\$0</b>	<b>\$1,900,000</b>
<b>2020</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Fire Station #3 Improvements	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Water - Valve Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
SFD - Ambulance	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
Salt Truck (2) or Salt Boxes (3)	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$0	\$0	\$0	\$340,000
Water Plant Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Transit - 4 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000	\$0	\$288,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$190,000</b>	<b>\$615,000</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$288,000</b>	<b>\$70,000</b>	<b>\$1,283,000</b>

\*Costs for the future Justice Center are not included at this time because several sites are still being evaluated.

## 2018 CAPITAL PROJECTION FOR PROVISIONS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2021</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Fire Station #1 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SPD - Body Cameras	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Street Paver & Bobcat	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
<b>2021 Total</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$140,000</b>	<b>\$0</b>	<b>\$220,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$530,000</b>
<b>2022</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Water - Vactor Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
Transit - 4 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000
Water - 2-ton	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
Sewer - Sludge Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Sewer - 2-ton, 1-ton	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$175,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$425,000</b>	<b>\$300,000</b>	<b>\$325,000</b>	<b>\$1,230,000</b>
<b>PROVISIONS Total</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$865,000</b>	<b>\$2,305,000</b>	<b>\$723,992</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,137,000</b>	<b>\$1,028,000</b>	<b>\$557,000</b>	<b>\$6,655,992</b>
<b>Grand Total</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$865,000</b>	<b>\$2,305,000</b>	<b>\$723,992</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,137,000</b>	<b>\$1,028,000</b>	<b>\$557,000</b>	<b>\$6,655,992</b>

\*Costs for the future Justice Center are not included at this time because several sites are still being evaluated.

## 2018 CAPITAL PROJECTION FOR SEWER

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>SEWER</b>											
<b>2018</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,856	\$0	\$0	\$65,856
Digester Structural Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Farwell, Pier Track - Design	\$0	\$0	\$0	\$218,000	\$0	\$0	\$0	\$0	\$0	\$0	\$218,000
Market Street - Combination	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$70,000
Storm Water ERU Analysis/program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Green Infrastructure Evaluation, Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Local Limit Sampling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Plant Expansion to 48 MGD (minor in O&M)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Sloane Slip Lining & Manhole Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,193	\$0	\$0	\$193,193
#14 CP Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,000	\$0	\$0	\$365,000
Green Infrastructure/SHS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$15,000
Venice Lift Station - Construction	\$0	\$0	\$0	\$1,005,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,005,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,223,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,304,049</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,527,049</b>
<b>2019</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Columbus Lift Station Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Roof Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Class A Sludge/Centrifuge Construction	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Farwell, Pier Track - Construction	\$0	\$0	\$0	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$5,850,000</b>
<b>2020</b>											
Ferrous Tank Liner Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Larchmont Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Monroe Sewer Separation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000
Mills St. High Rate Treatment - Design	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,075,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,575,000</b>
<b>2021</b>											
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325,000	\$0	\$0	\$325,000
Arthur Street CSO Investigation/Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Slip Lining Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Trash Pump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,045,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,045,000</b>
<b>2022</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000	\$50,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000
Mills St. High Rate Treatment - Construction	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000
Slip Lining Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Interceptor Cleaning	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,300,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$11,325,000</b>
<b>SEWER Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,323,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,874,049</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$23,322,049</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,323,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,874,049</b>	<b>\$0</b>	<b>\$125,000</b>	<b>\$23,322,049</b>

## 2018 CAPITAL PROJECTION FOR STREETS

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>STREETS</b>											
<b>2018</b>											
Cleveland Road Planning & Design	\$0	\$0	\$0	\$228,250	\$21,750	\$0	\$0	\$0	\$0	\$0	\$250,000
Shoreline Drive Construction	\$0	\$0	\$0	\$2,814,232	\$1,143,332	\$0	\$3,710,096	\$0	\$0	\$0	\$7,667,660
Shoreline Drive Design	\$0	\$0	\$0	\$96,416	\$50,000	\$0	\$289,904	\$0	\$0	\$0	\$436,320
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Wayfinding	\$0	\$0	\$0	\$39,850	\$10,000	\$65,000	\$0	\$0	\$0	\$0	\$114,850
Columbus Ave Underpass Maintenance	\$0	\$0	\$0	\$0	\$13,493	\$0	\$0	\$0	\$0	\$0	\$13,493
2017 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$700	\$0	\$0	\$0	\$0	\$0	\$700
Transit Center Platform & Lot Improvements	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$3,500
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Thorpe Culvert Replacement	\$0	\$0	\$0	\$0	\$2,148	\$0	\$0	\$0	\$0	\$0	\$2,148
Gartland Avenue Reconstruction	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$550,000	\$0	\$307,000	\$1,007,000
Campbell Street Reconstruction	\$0	\$0	\$0	\$175,000	\$319,325	\$0	\$0	\$122,140	\$0	\$104,777	\$721,242
McCartney, Niagara, Church Reconstruction	\$0	\$0	\$0	\$175,000	\$125,000	\$0	\$0	\$1,382,000	\$0	\$0	\$1,682,000
Scott & Columbus Intersection Reconstruction	\$0	\$0	\$0	\$125,000	\$45,471	\$0	\$0	\$0	\$0	\$0	\$170,471
Microsurfacing Program	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
2018 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$99,300	\$0	\$0	\$0	\$0	\$0	\$99,300
Arthur Street Alley	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Venice Heights Boulevard	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$60,000
In-house paving - Hancock, Warren, others	\$0	\$0	\$0	\$0	\$115,000	\$0	\$0	\$0	\$0	\$0	\$115,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,653,748</b>	<b>\$2,319,019</b>	<b>\$65,000</b>	<b>\$4,000,000</b>	<b>\$2,139,140</b>	<b>\$0</b>	<b>\$411,777</b>	<b>\$12,588,684</b>
<b>2019</b>											
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Surface Seal Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$0	\$30,000	\$20,000	\$0	\$0	\$0	\$50,000
Thorpe Culvert Replacement	\$0	\$0	\$0	\$175,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$325,000
City-Wide Signal & Pre-emption Analysis	\$0	\$0	\$15,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0	\$60,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meigs Street - Design	\$0	\$0	\$0	\$94,198	\$23,802	\$0	\$0	\$0	\$0	\$0	\$118,000
2019 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Street Resurfacing - Pierce, Thomas, Rockwell, Sherman	\$0	\$0	\$0	\$0	\$750,000	\$0	\$0	\$250,000	\$0	\$0	\$1,000,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$269,198</b>	<b>\$1,296,802</b>	<b>\$30,000</b>	<b>\$20,000</b>	<b>\$275,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$1,918,000</b>

## 2017 CAPITAL PROJECTION FOR STREETS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2020</b>											
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Pavement Condition Rating Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Urban Paving: US-6 (Venice to East Corp Limit)	\$0	\$0	\$0	\$852,931	\$713,310	\$0	\$0	\$0	\$0	\$0	\$1,566,241
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Microsurfacing Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Signal & Pre-emption Improvements	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2020 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$852,931</b>	<b>\$1,191,310</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$2,131,241</b>
<b>2021</b>											
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Walk Wayne - Huron/Wayne/Washington	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Surface Seal Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Urban Paving: US-6 (Tiffin to West Corp Limit)	\$0	\$0	\$0	\$362,448	\$202,134	\$0	\$0	\$0	\$0	\$0	\$564,582
Downtown Streetscape - Planning & Design	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Signal & Pre-emption Improvements	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2021 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Street Resurfacing - Buchanan, Chalet	\$0	\$0	\$0	\$0	\$800,000	\$500,000	\$0	\$0	\$0	\$0	\$1,300,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$362,448</b>	<b>\$1,430,134</b>	<b>\$500,000</b>	<b>\$50,000</b>	<b>\$25,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$2,429,582</b>
<b>2022</b>											
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
East Water Streetscape & Surface Trt	\$0	\$0	\$0	\$0	\$350,000	\$0	\$50,000	\$0	\$0	\$0	\$400,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Microsurfacing Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meigs Street - Construction	\$0	\$0	\$0	\$941,974	\$235,494	\$0	\$0	\$0	\$0	\$0	\$1,177,468
Boalt & Lane Area Design	\$0	\$0	\$0	\$150,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Downtown Streetscape - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$800,000
2022 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Street Resurfacing - Lockwood, C & 44th, Fallen Timber	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,091,974</b>	<b>\$1,513,494</b>	<b>\$0</b>	<b>\$850,000</b>	<b>\$25,000</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$3,492,468</b>
<b>STREETS Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$115,000</b>	<b>\$6,230,299</b>	<b>\$7,750,759</b>	<b>\$595,000</b>	<b>\$4,920,000</b>	<b>\$2,489,140</b>	<b>\$48,000</b>	<b>\$411,777</b>	<b>\$22,559,975</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$115,000</b>	<b>\$6,230,299</b>	<b>\$7,750,759</b>	<b>\$595,000</b>	<b>\$4,920,000</b>	<b>\$2,489,140</b>	<b>\$48,000</b>	<b>\$411,777</b>	<b>\$22,559,975</b>



## 2018 CAPITAL PROJECTION FOR TECHNOLOGY

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>TECHNOLOGY</b>											
<b>2018</b>											
HRIS Software	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
Transit Dispatching Software	\$0	\$0	\$0	\$182,000	\$0	\$0	\$0	\$0	\$1,000	\$0	\$183,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
Server Virtualization Offsite Replica	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
Zone Pro Replacement	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2018 Total</b>	<b>\$137,500</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$182,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,750</b>	<b>\$1,000</b>	<b>\$18,750</b>	<b>\$365,000</b>
<b>2019</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
<b>2019 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$22,000</b>
<b>2020</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
Server Virtualization Offsite Replica	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
<b>2020 Total</b>	<b>\$22,500</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,250</b>	<b>\$0</b>	<b>\$11,250</b>	<b>\$52,000</b>
<b>2021</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
<b>2021 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$22,000</b>
<b>2022</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
<b>2022 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$7,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$22,000</b>
<b>TECHNOLOGY Total</b>	<b>\$182,500</b>	<b>\$0</b>	<b>\$35,000</b>	<b>\$182,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,250</b>	<b>\$1,000</b>	<b>\$41,250</b>	<b>\$483,000</b>
<b>Grand Total</b>	<b>\$182,500</b>	<b>\$0</b>	<b>\$35,000</b>	<b>\$182,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,250</b>	<b>\$1,000</b>	<b>\$41,250</b>	<b>\$483,000</b>

## 2018 CAPITAL PROJECTION FOR WATER

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>WATER</b>											
<b>2018</b>											
Chaussee Water Tower Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Lincoln St Water Line	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,184	\$0	\$22,872	\$80,056
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$175,000	\$350,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
42" Valve Evaluation & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Perkins Intersections (52nd - Campbell)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
CP Watermain Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,000	\$82,000
West Side Utility & Connectivity - design	\$0	\$0	\$0	\$551,133	\$50,000	\$0	\$0	\$0	\$0	\$0	\$601,133
BIWW Admin Building Roof	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$551,133</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$232,184</b>	<b>\$0</b>	<b>\$1,114,872</b>	<b>\$1,948,189</b>
<b>2019</b>											
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$175,000	\$350,000
West Side Connectivity, storm and water - constr	\$0	\$0	\$0	\$4,150,000	\$350,000	\$0	\$0	\$0	\$0	\$0	\$4,500,000
Cleveland Road Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Water tower nozzle replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
CP Watermain Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000	\$850,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,150,000</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$6,675,000</b>
<b>2020</b>											
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Water Plant Asphalt Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
F St & Loops under RR (Huron, Olds, Tiffin)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Chemical Storage Tank Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$1,470,000</b>	<b>\$1,670,000</b>
<b>2021</b>											
Buildout of NASA building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Clarifier Leak Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Bennett Avenue Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$2,700,000</b>
<b>2022</b>											
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Valving for settling basins	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Sheldon's Marsh Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Wilson (Perkins to Tiffin) Water Main	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$0</b>	<b>\$780,000</b>	<b>\$980,000</b>
<b>WATER Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,701,133</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,007,184</b>	<b>\$0</b>	<b>\$5,864,872</b>	<b>\$13,973,189</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,701,133</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,007,184</b>	<b>\$0</b>	<b>\$5,864,872</b>	<b>\$13,973,189</b>

## CONTRIBUTORS BY DEPARTMENT

### ADMINISTRATIVE SERVICES

The **Sandusky City Commission** approves the annual budget, including dollars available for capital projects.



Dennis E. Murray Jr.  
President



Richard R. Brady  
Vice President



Nikki Lloyd



Greg Lockhart



C. Wesley Poole



Naomi Twine



Dave Waddington

#### To connect with members of the City Commission, please contact:

Commission Clerk, Kelly Kresser

(419) 627-5850

[kkresser@ci.sandusky.oh.us](mailto:kkresser@ci.sandusky.oh.us)

The **City Manager** is responsible for managing the city's overall budget, including capital improvements. The manager evaluates each potential capital project and determines which projects to prioritize in the Capital Improvement Plan (CIP) for each forthcoming year. Final budget recommendations are made to the Sandusky City Commission for formal approval.

For further details regarding the process used to determine CIP projects, please see the *Frequently Asked Questions (FAQs)* section of this document.

#### To connect with the City Manager, please contact:

City Manager's office

City Manager, Eric Wobser

Executive Assistant, Leslie Mesenburg

(419) 627-5844

[ewobser@ci.sandusky.oh.us](mailto:ewobser@ci.sandusky.oh.us)

[lmesenburg@ci.sandusky.oh.us](mailto:lmesenburg@ci.sandusky.oh.us)

The **Department of Finance** assists City commissioners and each department in the preparation of the annual budget. Because this department is responsible for collecting, spending, investing, managing and protecting all City money, as well as overseeing records, receipts, assets, liabilities and taxes, the director of finance evaluates financing options and funding plans for capital improvements. The department of finance also assists with coding of accounts and creating new sub-accounts to be used for capital projects.

**To connect with the Department of Finance, please contact:**

Finance Director, Hank Solowiej, CPA (419) 627-5776  
[hsolowiej@ci.sandusky.oh.us](mailto:hsolowiej@ci.sandusky.oh.us)

The **Department of Information Technology (IT)** is responsible for capital projects within the IT department, as well as assisting with all technology-related projects throughout the city, including the Geographic Information System (GIS).

**To connect with the Department of Information Technology (IT), please contact:**

IT Director, Stuart Hamilton (419) 627-5969  
[shamilton@ci.sandusky.oh.us](mailto:shamilton@ci.sandusky.oh.us)

The **Department of Human Resources** is responsible for all personnel issues throughout the City, including hiring, conducting union negotiations, maintaining personnel files and managing insurance benefits, worker's compensation and leaves of absence, as well as many other aspects of daily operations.

**To connect with the Department of Human Resources, please contact:**

Victoria Schaefer (419) 627-5885, [vschaefer@ci.sandsuky.oh.us](mailto:vschaefer@ci.sandsuky.oh.us)  
Connie Nicholson (419) 627-5968, [cnicholson@ci.sandusky.oh.us](mailto:cnicholson@ci.sandusky.oh.us)

The **Department of Law** functions as legal counsel for City commissioners and the city manager, as well as all departmental City staff, boards and advisory committees, in all matters relating to consistency with the City Charter, the Ohio Revised Code and other laws and negotiations. Contract documents are created and maintained by the law department for the CIP and the law director manages all ordinances to be reviewed and approved by the Sandusky City Commission.

**To connect with the Department of Law, please contact:**

Department of Law office: (419) 627-5852  
Law Director, Justin Harris [jharris@ci.sandusky.oh.us](mailto:jharris@ci.sandusky.oh.us)  
Administrative Assistant, Paige Doster [pdoster@ci.sandusky.oh.us](mailto:pdoster@ci.sandusky.oh.us)

## 2018 CAPITAL PROJECTION FOR ADMINISTRATIVE SERVICES

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,856	\$0	\$0	\$65,856
City Hall	\$0	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000
HRIS Software	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
Server Virtualization Offsite Replica	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
<b>2018 Total</b>	<b>\$37,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$84,606</b>	<b>\$0</b>	<b>\$18,750</b>	<b>\$890,856</b>
<b>2019</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
<b>2019 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$103,750</b>	<b>\$115,000</b>
<b>2020</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
Server Virtualization Offsite Replica	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$7,500	\$30,000
<b>2020 Total</b>	<b>\$22,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,250</b>	<b>\$0</b>	<b>\$11,250</b>	<b>\$45,000</b>
<b>2021</b>											
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
<b>2021 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$0</b>	<b>\$3,750</b>	<b>\$15,000</b>
<b>2022</b>											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$25,000	\$50,000
Network Door Controls	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750	\$0	\$3,750	\$15,000
<b>2022 Total</b>	<b>\$7,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,750</b>	<b>\$0</b>	<b>\$28,750</b>	<b>\$65,000</b>
<b>Grand Total</b>	<b>\$82,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$132,106</b>	<b>\$0</b>	<b>\$166,250</b>	<b>\$1,130,856</b>

\*Costs for the future Justice Center are not included at this time because several sites are still being evaluated.

## COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

This department houses divisions associated with planning, code enforcement, building, housing and economic development, and administers the Community Development Block Grant (CDBG) in coordination with other departments, as well as the Community Development Capital Projects fund and Economic Development Capital Projects fund, that are partially funded by Issue 8 revenue. Other common funding sources are CHIP, Issue 8 Blight, Issue 8 Economic Development, rental registration, administrative penalty fees and permit revenues. The department also applies for various grants for special projects.

The **Planning Division** is responsible for developing planning documents and master plans for neighborhoods, parks and bikeways, as well as managing residential demolition, environmental assessment projects and city-wide zoning. The **Building Division** is the point of contact for all permitting and building inspections for commercial, industrial and residential projects. The **Code Enforcement Division** inspects and enforces all housing and code violations throughout the city. The **Housing & Economic Development Division** manages the City Land Bank, property acquisition, various improvement districts, economic incentive programs and loan programs, while working closely with entrepreneurs and business owners looking to locate potential sites in the City.

The **Sandusky Transit System (STS)** is housed in the Department of Community Development but has its own designation in the CIP because it serves a function independent of other projects. STS operates a Dial-A-Ride service providing curb-to-curb, advance reservation and shared-ride transportation service within Erie County. STS also operates a fixed route SPARC system, providing service from over 60 stop locations within the City of Sandusky, and most of Perkins Township.

### To connect with these various divisions, please contact:

Development office	(419) 627-5832
Administrative Assistant, Vacant	
Chief Development Officer, Matt Lasko	<a href="mailto:mlasko@ci.sandusky.oh.us">mlasko@ci.sandusky.oh.us</a>
Director of Planning, Angela Byington	<a href="mailto:abyington@ci.sandusky.oh.us">abyington@ci.sandusky.oh.us</a>
Housing Manager, Amanda McClain	<a href="mailto:amclain@ci.sandusky.oh.us">amclain@ci.sandusky.oh.us</a>
Building Department, Scott Thom	<a href="mailto:sthom@ci.sandusky.oh.us">sthom@ci.sandusky.oh.us</a>
Building Department office	(419) 627-5940



### To connect with the STS, please contact:

Sandusky Transit System	(419) 627-0740
Operations (MV Transportation)	(419) 621-8462

## 2018 CAPITAL PROJECTION FOR COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
Commercial Demolition	\$0	\$0	\$620,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$620,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Transit Dispatching Software	\$0	\$0	\$0	\$182,000	\$0	\$0	\$0	\$0	\$1,000	\$0	\$183,000
Sandusky Bay Pathway Plan Update	\$0	\$0	\$0	\$0	\$31,487	\$38,377	\$0	\$0	\$0	\$0	\$69,864
Transit Center Platform & Lot Improvements	\$0	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$3,500
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art Master Plan	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
Pilot Projects	\$0	\$0	\$0	\$0	\$14,000	\$0	\$0	\$0	\$0	\$0	\$14,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$1,102,415</b>	<b>\$620,000</b>	<b>\$382,000</b>	<b>\$83,987</b>	<b>\$98,377</b>	<b>\$0</b>	<b>\$0</b>	<b>\$151,000</b>	<b>\$0</b>	<b>\$2,437,779</b>
<b>2019</b>											
Commercial Demolition	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$280,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$0	\$30,000	\$20,000	\$0	\$0	\$0	\$50,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Jaycee Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$0	\$50,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140,000	\$0	\$140,000
Pilot Projects	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
Private Commercial Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$2,500,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$1,102,415</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$93,000</b>	<b>\$90,000</b>	<b>\$2,520,000</b>	<b>\$25,000</b>	<b>\$152,000</b>	<b>\$0</b>	<b>\$4,382,415</b>

**COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT (CONTINUED)**

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2020</b>											
Churchwell Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$25,000	\$75,000
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Transit - 4 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288,000	\$0	\$288,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$1,102,415</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$578,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$300,000</b>	<b>\$25,000</b>	<b>\$2,165,415</b>
<b>2021</b>											
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Huron Park Master Plan	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Model Block Housing Assistance	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$1,102,415</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$573,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$162,000</b>	<b>\$0</b>	<b>\$1,972,415</b>
<b>2022</b>											
Commercial Demolition	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Residential Demolition & Acquisition	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
Sandusky Bay Pathway & Trails	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Programming	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,000
Housing Development & Beautification	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$42,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,415
Transit - 4 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$300,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$982,415</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$583,000</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$312,000</b>	<b>\$0</b>	<b>\$2,012,415</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$5,392,075</b>	<b>\$1,045,000</b>	<b>\$582,000</b>	<b>\$1,910,987</b>	<b>\$368,377</b>	<b>\$2,520,000</b>	<b>\$50,000</b>	<b>\$1,077,000</b>	<b>\$25,000</b>	<b>\$12,970,439</b>



## FIRE DEPARTMENT

The **Sandusky Fire Department (SFD)**, proudly serving over 25,000 permanent residents within 14.7 square miles, is the largest fire department in Erie County. SFD is a full service fire department providing fire, Advanced Life Support (ALS), Basic Life Support (BLS) and Technical Rescue. Several staff technicians also support the Countywide Hazardous Materials Team. Capital improvements requested by the fire department are typically for equipment, safety, rescue, vehicles and building improvements. When purchases cannot be paid for from the Emergency Management System (EMS) Fund, they are typically included in the Operation and Maintenance (O&M) budget as normal operating expenses.



To connect with the SFD, please contact:

Central Fire Station  
 Chief, Richard Wilcox  
 Administrative Assistant, Diane Mulvin

(419) 627-5822  
[rwilcox@ci.sandusky.oh.us](mailto:rwilcox@ci.sandusky.oh.us)  
[dmulvin@ci.sandusky.oh.us](mailto:dmulvin@ci.sandusky.oh.us)

### 2018 CAPITAL PROJECTION FOR FIRE

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
Fire Station #7 Needs Analysis	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$132,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$132,000</b>
<b>2019</b>											
Fire Station #7 Improvements	\$0	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
SFD - Fire Engine	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$357,000</b>	<b>\$600,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$957,000</b>
<b>2020</b>											
Fire Station #3 Improvements	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SFD - Ambulance	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$197,000</b>	<b>\$275,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$472,000</b>
<b>2021</b>											
Fire Station #1 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$147,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$147,000</b>
<b>2022</b>											
SFD - Mobile Data Terminals	\$0	\$0	\$7,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000
SFD - Equipment, Imaging, Radios and Gear	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$67,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$67,000</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$900,000</b>	<b>\$875,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,775,000</b>

## POLICE DEPARTMENT

The **Sandusky Police Department (SPD)** strives to improve the quality of life in the City of Sandusky by addressing the concerns of our citizens.

In addition to traditional law enforcement tactics, the SPD focuses on building trust and reducing crime through extensive trainings and special programs, such as community policing and the drug tip line.

In addition, they are looking at innovative ways to use various data to develop proactive strategies for policing. For example, they use the number of reported gunshot calls received to identify target enforcement areas.



To connect with the SPD, please contact:

SPD main office

Police Chief, John Orzech

Administrative Assistant, Eva Olcott

(419) 627-5870

[jorzech@ci.sandusky.oh.us](mailto:jorzech@ci.sandusky.oh.us)

[eolcott@ci.sandusky.oh.us](mailto:eolcott@ci.sandusky.oh.us)

### 2018 CAPITAL PROJECTION FOR POLICE

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
SPD - Body Cameras	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
SPD Cruisers (2)	\$0	\$0	\$0	\$0	\$65,000	\$0	\$0	\$0	\$0	\$0	\$65,000
<b>2018 Total</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$65,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$85,000</b>
<b>2019</b>											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>
<b>2020</b>											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>
<b>2021</b>											
SPD - Body Cameras	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
<b>2021 Total</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$115,000</b>
<b>2022</b>											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0	\$95,000
<b>2022 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,000</b>
<b>Grand Total</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$445,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$485,000</b>

\*Costs for the future Justice Center are not included at this time because several sites are still being evaluated.

## **PUBLIC WORKS**

The **Department of Public Works** includes all matters related to engineering, sewer, water, streets, traffic, facilities and properties.

The **Engineering** division is responsible for design and construction of CIP projects on public and city-owned property, such as the water and wastewater treatment plants, sewers, water lines and towers, roads, sidewalks, multi-use trails, parking lots, shorelines and municipal buildings. While managed in-house, most projects involve teamwork between City staff and external design firms and construction contractors that are chosen for each project through a public bidding process. In recent years, Public Works has been awarded several grants and loans in order to perform a growing number of improvements throughout the city.

The **Streets and Utilities** division is responsible for all matters related to streets and traffic, including signal maintenance, signing and striping, snow and ice control, street maintenance and sweeping; all matters related to sewer collection, including improvement and repair of all city-owned sewer systems; and all matters related to water distribution, including maintenance, improvements and repairs to all city-owned water lines.

The **Wastewater Treatment** division includes management of around-the-clock operations and laboratory testing at the wastewater treatment plant (WWTP).

The **Water Treatment** division includes management of around-the-clock operations and laboratory testing at Big Island Water Works (BIWW) filtration plant.

The **Facilities and Properties** division improves, enhances and maintains city-owned vehicles, parks, buildings, playgrounds and our renowned urban forest, while managing operations at Oakland Cemetery and Memorial Park and the City Greenhouse.

In addition to grants and loans, revenue for Public Works projects is generated from Issue 8 Infrastructure, CDBG, Capital Infrastructure Fund, as well as utility rates for sewer, water and stormwater.

### **To connect with the Department of Public Works, please contact:**

Public Works main office

Director of Public Works and City Engineer, Aaron Klein, PE

Administrative Assistant, Elisabeth Sowecke

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## 2018 CAPITAL PROJECTION FOR PUBLIC WORKS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
Cemetery Waterline	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Chaussee Water Tower Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Cleveland Road Planning & Design	\$0	\$0	\$0	\$228,250	\$21,750	\$0	\$0	\$0	\$0	\$0	\$250,000
Digester Structural Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Farwell, Pier Track - Design	\$0	\$0	\$0	\$218,000	\$0	\$0	\$0	\$0	\$0	\$0	\$218,000
Lincoln St Water Line	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57,184	\$0	\$22,872	\$80,056
Market Street - Combination	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$70,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$175,000	\$350,000
Shoreline Drive Construction	\$0	\$0	\$0	\$2,814,232	\$1,143,332	\$0	\$3,710,096	\$0	\$0	\$0	\$7,667,660
Shoreline Drive Design	\$0	\$0	\$0	\$96,416	\$50,000	\$0	\$289,904	\$0	\$0	\$0	\$436,320
Storm Water ERU Analysis/program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$120,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Wayfinding	\$0	\$0	\$0	\$39,850	\$10,000	\$65,000	\$0	\$0	\$0	\$0	\$114,850
Big Island Floating Dock	\$0	\$0	\$0	\$0	\$26,000	\$20,000	\$0	\$0	\$0	\$0	\$46,000
Engineering Inspector Vehicle	\$0	\$0	\$0	\$0	\$6,000	\$0	\$0	\$12,000	\$0	\$12,000	\$30,000
Columbus Ave Underpass Maintenance	\$0	\$0	\$0	\$0	\$13,493	\$0	\$0	\$0	\$0	\$0	\$13,493
Green Infrastructure Evaluation, Phase 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
2017 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$700	\$0	\$0	\$0	\$0	\$0	\$700
Lions Park Parking Lot	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$39,000	\$0	\$0	\$49,000
Jackson Street Pier Construction	\$0	\$0	\$0	\$1,016,017	\$378,254	\$50,000	\$3,843,352	\$0	\$0	\$0	\$5,287,623
Sandusky Bay Initiative	\$0	\$0	\$0	\$818,516	\$0	\$0	\$0	\$0	\$0	\$0	\$818,516
Central Park Improvements	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Thorpe Culvert Replacement	\$0	\$0	\$0	\$0	\$2,148	\$0	\$0	\$0	\$0	\$0	\$2,148
Gartland Avenue Reconstruction	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$550,000	\$0	\$307,000	\$1,007,000
Local Limit Sampling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Campbell Street Reconstruction	\$0	\$0	\$0	\$175,000	\$319,325	\$0	\$0	\$122,140	\$0	\$104,777	\$721,242
McCartney, Niagara, Church Reconstruction	\$0	\$0	\$0	\$175,000	\$125,000	\$0	\$0	\$1,382,000	\$0	\$0	\$1,682,000
Scott & Columbus Intersection Reconstruction	\$0	\$0	\$0	\$125,000	\$45,471	\$0	\$0	\$0	\$0	\$0	\$170,471
Microsurfacing Program	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
42" Valve Evaluation & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Perkins Intersections (52nd - Campbell)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
2018 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$99,300	\$0	\$0	\$0	\$0	\$0	\$99,300
Arthur Street Alley	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Plant Expansion to 48 MGD (minor in O&M)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Sloane Slip Lining & Manhole Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,193	\$0	\$0	\$193,193
#14 CP Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,000	\$0	\$0	\$365,000
Green Infrastructure/SHS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$15,000
Venice Lift Station - Construction	\$0	\$0	\$0	\$1,005,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,005,000
Sandusky Bay Strategic Restoration Initiative	\$0	\$0	\$0	\$237,738	\$0	\$0	\$0	\$0	\$0	\$0	\$237,738
CP Watermain Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,000	\$82,000
West Side Utility & Connectivity - design	\$0	\$0	\$0	\$551,133	\$50,000	\$0	\$0	\$0	\$0	\$0	\$601,133
Brownfields	\$0	\$0	\$0	\$304,890	\$0	\$0	\$0	\$0	\$0	\$0	\$304,890
Jackson Street Pier Preliminary Design	\$0	\$0	\$0	\$23,352	\$153,800	\$0	\$156,648	\$0	\$0	\$0	\$333,800

## 2018 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOPMENT	EMS	PUBLIC		PRIVATE	DISTRICT			TOTAL	
				GRANTS & LOANS	MAJOR INFRA-STRUCTURE		FINANCING	SEWER	TRANSIT		WATER
Landing Park Master Plan	\$0	\$0	\$0	\$0	\$6,946	\$0	\$0	\$0	\$0	\$6,946	
Safe Routes to Schools - Design	\$0	\$0	\$0	\$33,000	\$0	\$0	\$0	\$0	\$0	\$33,000	
City Hall AC in IT & Service Center HVAC	\$0	\$0	\$0	\$0	\$21,500	\$0	\$0	\$0	\$0	\$21,500	
BIWW Admin Building Roof	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	
Meigs Pier Concrete	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000	
Water - 1-ton, 4x4 2500 lift gate	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000	
Sewer - 1-ton, mini, pick up, tow motor, leaf vactor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$350,000	
Foxborough Park Incidentals	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$1,200	
Forestry Vehicle	\$0	\$0	\$0	\$0	\$51,492	\$0	\$0	\$0	\$0	\$51,492	
Venice Heights Boulevard	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000	
In-house paving - Hancock, Warren, others	\$0	\$0	\$0	\$0	\$115,000	\$0	\$0	\$0	\$0	\$115,000	
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,861,394</b>	<b>\$3,140,711</b>	<b>\$135,000</b>	<b>\$8,000,000</b>	<b>\$4,010,517</b>	<b>\$0</b>	<b>\$1,688,649</b>	<b>\$24,836,271</b>
<b>2019</b>											
Columbus Lift Station Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000	
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$25,000	
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000	
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$175,000	
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000	
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$100,000	
Surface Seal Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000	
Roof Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$50,000	
Class A Sludge/Centrifuge Construction	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$2,500,000	
Dredging Jackson Pier Slip	\$0	\$0	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$150,000	
Tennis Courts Construction	\$0	\$0	\$0	\$0	\$200,000	\$600,000	\$0	\$0	\$0	\$800,000	
Thorpe Culvert Replacement	\$0	\$0	\$0	\$175,000	\$150,000	\$0	\$0	\$0	\$0	\$325,000	
City-Wide Signal & Pre-emption Analysis	\$0	\$0	\$15,000	\$0	\$45,000	\$0	\$0	\$0	\$0	\$60,000	
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000	
Meigs Street - Design	\$0	\$0	\$0	\$94,198	\$23,802	\$0	\$0	\$0	\$0	\$118,000	
West Side Connectivity, storm and water - constr	\$0	\$0	\$0	\$4,150,000	\$350,000	\$0	\$0	\$0	\$0	\$4,500,000	
Cleveland Road Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000	
Water tower nozzle replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000	
2019 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000	
Salt Truck (2) or Salt Boxes (4)	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$0	\$0	\$340,000	
Farwell, Pier Track - Construction	\$0	\$0	\$0	\$2,800,000	\$0	\$0	\$0	\$0	\$0	\$2,800,000	
Sewer - camera truck #10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$350,000	
CP Watermain Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$850,000	\$850,000	
Street Resurfacing - Pierce, Thomas, Rockwell, Sherman	\$0	\$0	\$0	\$0	\$750,000	\$0	\$0	\$250,000	\$0	\$1,000,000	
Sand Bay Pathway - Landing Park Constr. Ph I	\$0	\$0	\$0	\$0	\$500,000	\$780,000	\$500,000	\$0	\$0	\$1,780,000	
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,000</b>	<b>\$10,059,198</b>	<b>\$2,418,802</b>	<b>\$1,380,000</b>	<b>\$600,000</b>	<b>\$1,250,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$17,723,000</b>

## 2018 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2020</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Ferrous Tank Liner Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Larchmont Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Monroe Sewer Separation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Mills St. High Rate Treatment - Design	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Pavement Condition Rating Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Water Plant Asphalt Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Safe Routes to Schools - Construction	\$0	\$0	\$0	\$252,000	\$0	\$0	\$0	\$0	\$0	\$0	\$252,000
Water - Valve Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Urban Paving: US-6 (Venice to East Corp Limit)	\$0	\$0	\$0	\$852,931	\$713,310	\$0	\$0	\$0	\$0	\$0	\$1,566,241
Skate Park Construction	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Microsurfacing Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Signal & Pre-emption Improvements	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
F St & Loops under RR (Huron, Olds, Tiffin)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
2020 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Salt Truck (2) or Salt Boxes (3)	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$0	\$0	\$0	\$340,000
Water Plant Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
Jaycee Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$50,000	\$0	\$300,000	\$0	\$0	\$525,000
Chemical Storage Tank Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$2,944,931</b>	<b>\$1,488,310</b>	<b>\$450,000</b>	<b>\$0</b>	<b>\$1,600,000</b>	<b>\$0</b>	<b>\$1,540,000</b>	<b>\$8,073,241</b>
<b>2021</b>											
Buildout of NASA building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325,000	\$0	\$0	\$325,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Walk Wayne - Huron/Wayne/Washington	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Battery Park & Sandusky Bay Pavilion	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$5,000,000
Surface Seal Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Arthur Street CSO Investigation/Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Slip Lining Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Clarifier Leak Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Bennett Avenue Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Urban Paving: US-6 (Tiffin to West Corp Limit)	\$0	\$0	\$0	\$362,448	\$202,134	\$0	\$0	\$0	\$0	\$0	\$564,582

## 2018 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	DEVELOP-			PUBLIC			DISTRICT				TOTAL
	CAPITAL	MENT	EMS	GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	PUBLIC FINANCING	SEWER	TRANSIT	WATER	
Downtown Streetscape - Planning & Design	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Signal & Pre-emption Improvements	\$0	\$0	\$50,000	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2021 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Street Paver & Bobcat	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Trash Pump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Street Resurfacing - Buchanan, Chalet	\$0	\$0	\$0	\$0	\$800,000	\$500,000	\$0	\$0	\$0	\$0	\$1,300,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$2,362,448</b>	<b>\$1,552,134</b>	<b>\$500,000</b>	<b>\$5,050,000</b>	<b>\$1,270,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$11,284,582</b>
<b>2022</b>											
Facilities	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Shore Protection Projects	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$100,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Valving for settling basins	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Mills St. High Rate Treatment - Construction	\$0	\$0	\$0	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$9,000,000
Slip Lining Project	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Sheldon's Marsh Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Wilson (Perkins to Tiffin) Water Main	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Water - Vactor Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$200,000
East Water Streetscape & Surface Trt	\$0	\$0	\$0	\$0	\$350,000	\$0	\$50,000	\$0	\$0	\$0	\$400,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Microsurfacing Program	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meigs Street - Construction	\$0	\$0	\$0	\$941,974	\$235,494	\$0	\$0	\$0	\$0	\$0	\$1,177,468
Boalt & Lane Area Design	\$0	\$0	\$0	\$150,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$250,000
Churchwell Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$300,000	\$0	\$300,000	\$775,000
Downtown Streetscape - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$800,000	\$0	\$0	\$0	\$800,000
2022 Sidewalk, Curb & Walkability Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Water - 2-ton	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Interceptor Cleaning	\$0	\$0	\$0	\$1,300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Sewer - Sludge Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Sewer - 2-ton, 1-ton	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$175,000
Street Resurfacing - Lockwood, C & 44th, Fallen Timber	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
<b>2022 Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,391,974</b>	<b>\$1,710,494</b>	<b>\$0</b>	<b>\$850,000</b>	<b>\$1,975,000</b>	<b>\$0</b>	<b>\$1,405,000</b>	<b>\$17,382,468</b>
<b>Grand Total</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$115,000</b>	<b>\$34,619,945</b>	<b>\$10,310,451</b>	<b>\$2,465,000</b>	<b>\$14,500,000</b>	<b>\$10,105,517</b>	<b>\$0</b>	<b>\$7,133,649</b>	<b>\$79,299,562</b>

## RECREATION

The **Department of Recreation** plans, develops and implements most of the activities in the city parks while managing and operating Mills Creek Golf Course, Paper District Marina and Shelby Street Boat Ramp and coordinating publicly and privately-operated special events on city properties and downtown.

To connect with the Department of Recreation, please contact:

Recreation Superintendent, Jason Werling

(419) 627-5833

[jwerling@ci.sandusky.oh.us](mailto:jwerling@ci.sandusky.oh.us)

### 2018 CAPITAL PROJECTION FOR RECREATION

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
<b>2018</b>											
Tennis Courts Planning & Design	\$0	\$0	\$0	\$0	\$6,000	\$14,000	\$0	\$0	\$0	\$0	\$20,000
Huron Park Improvements	\$0	\$0	\$0	\$0	\$73,800	\$89,000	\$0	\$0	\$0	\$0	\$162,800
Paddle Sandusky	\$0	\$0	\$0	\$62,500	\$55,000	\$7,500	\$0	\$0	\$0	\$0	\$125,000
<b>2018 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,500</b>	<b>\$134,800</b>	<b>\$110,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$307,800</b>
<b>2019</b>											
Skate Park Preliminary Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Pickleball Court	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$15,000
<b>2019 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,000</b>
<b>2020</b>											
Dog Park	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
<b>2020 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>
<b>2021</b>											
Venice Park Improvements	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
<b>2021 Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>
<b>Grand Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$62,500</b>	<b>\$274,800</b>	<b>\$110,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$447,800</b>





## COMMUNITY DEVELOPMENT

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

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

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: May 1, 2018

Subject: Commission Agenda Item – Transient Occupancy Tax

**Item for Consideration:** Ordinance amending Part One (Administrative Code), Title Nine (Taxation), Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky.

**Background Information:** As of 1978, The City of Sandusky has maintained the authority to levy and collect a tax, equivalent to 3%, on all rents charged to transient guests within the municipal limits. Transient guests refer to those persons who are occupying a room or rooms for sleeping accommodations for less than thirty (30) consecutive days. Historically, transient guests were only charged the 3% tax if they were lodging in establishments of dwellings housing five (5) or more rooms used for the accommodation of guests – defined in the existing codified ordinance as a hotel.

However, recent trends in the accommodation and lodging industry have made it much more prevalent for transient guests to rent rooms or dwellings in establishments housing less than five (5) units – such as single-family dwellings and fee-simple condominiums. The renting of these types of dwelling units or establishments for transient occupancy purposes is permitted in certain portions of the City, however, those guests have not historically been taxed 3% as their transient guest counterparts who are occupying and/or renting in traditional hotels.

Therefore, it is proposed to amend Part One (Administrative Code), Title Nine (Taxation), Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky to treat all transient guests similarly regardless of the type of dwelling or establishment they are renting a room or rooms in. The amendment proposed will now extend to those transient guests also renting in an establishment or dwelling in which fewer than five (5) rooms are used for the accommodation of guests.

It is further proposed that Part One (Administrative Code), Title Nine (Taxation), Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky be further amended to set aside 10% of all collected transient occupancy taxes (beginning in collection year

2019) for marketing, event and promotion purposes as a means to grow the transient occupancy visits and collections along with further promoting the City and region.

The effective date of this proposed ordinance amendment is January 1, 2019.

**Budgetary Information:** 100% of the taxes received under this ordinance beginning in year 2019, as has traditionally been the case, will continue to be deposited into the General Fund. However, 10% of the annual tax deposits received under this ordinance beginning in year 2019 shall be reserved for purposes related to marketing, events and promotion of the City.

**Action Requested:** It is requested that the proper legislation be prepared to amend Part One (Administrative Code), Title Nine (Taxation), Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Matthew D. Lasko  
Chief Development Officer

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

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

**AN ORDINANCE AMENDING PART ONE (ADMINISTRATIVE CODE), TITLE NINE (TAXATION), CHAPTER 193 (TRANSIENT OCCUPANCY TAX) OF THE CODIFIED ORDINANCES OF THE CITY OF SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.**

**WHEREAS**, as of 1978, the City has maintained the authority to levy and collect a tax, equivalent to 3%, on all rents charged to transient guests, where sleeping accommodations are offered in which five (5) or more rooms are used for the accommodation of guests within the municipal limits; and

**WHEREAS**, recent trends in the accommodation and lodging industry have made it much more prevalent for transient guests to rent rooms or dwellings in establishments housing less than five (5) units, such as single-family dwellings and fee-simple condominiums, and the renting of these types of dwelling units or establishments for transient occupancy purposes is permitted in certain portions of the City; and

**WHEREAS**, the proposed amendment is to extend the transient occupancy tax to include those transient guests renting in an establishment or dwelling in which fewer than five (5) rooms are used for the accommodation of guest; and

**WHEREAS**, the proposed amendment sets aside 10 percent (10%) of all transient occupancy tax to be used for programming and marketing purposes; and

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

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

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

Section 1. Part One (Administrative Code), Title Nine (Taxation) Chapter 193 (Transient Occupancy Tax) of the Codified Ordinances of the City of Sandusky be amended as follows:

**CHAPTER 193  
Transient Occupancy Tax**

- 193.01 Definitions.
- 193.02 Rate of tax.
- 193.03 Exemptions.
- 193.04 Tax to be separately stated and charged.
- 193.05 Registration.
- 193.06 Reporting and remitting.
- 193.07 Penalties and interest.
- 193.08 Failure to collect and report tax; determination of tax by Finance Director.

- 193.09 Appeal.
- 193.10 Records.
- 193.11 Refunds
- 193.12 Actions to collect.
- 193.13 Moneys received; where credited.
- 193.14 Confidential reports.
- 193.15 Board of Review.
- 193.99 Penalty.

CROSS REFERENCE

Authority to levy - see Ohio R.C. 5739.02, 5739.024

**193.01 DEFINITIONS.**

For purposes of this chapter, the following words and phrases shall have the following meanings ascribed to them respectively.

(a) "Hotel" means every establishment kept, used, maintained, advertised, or held out to the public to be a place where sleeping accommodations are offered for a consideration to guests, in which 5 or more rooms are used for the accommodation of guests, whether the rooms are in one or several structures. **The immediately preceding sentence notwithstanding, "hotel" also means an (a) establishment or dwelling in which fewer than five rooms are used for the accommodation of guests or (b) an establishment or dwelling at which rooms are used for the accommodation of guests regardless of whether each room is accessible through the same keyed entry; and, in determining the number of rooms, all rooms are included regardless of the number of structures in which the rooms are situated or the number of parcels of land on which the structures are located if the structures are under the same ownership and the structures are not identified in advertisements of the accommodations as distinct establishments. For this purpose, two or more structures are under the same ownership if they are owned by the same person, or if they are owned by two or more persons the majority of the ownership interests of which are owned by the same person.**

(b) "Occupancy" means the use or possession, or the right to the use or possession of any room or rooms, or space or portion thereof, in any hotel for dwelling, lodging, or sleeping purposes. The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet, or private dining rooms, or exhibit, sample, or display space shall to be considered occupancy within the meaning of this definition, unless the person exercising occupancy uses or possesses, or has the right to use or possess, all or any portion of the room or suite of rooms for dwelling, lodging, or sleeping purposes.

(c) "Operator" means the person who is proprietor of the hotel, whether in the capacity of owner, lessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs his functions through a managing agent of any type or character, other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter, and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

(d) "Person" means any individual, firm, **limited liability company**, partnership, **company**, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit **as a business entity**.

(e) "Rent" means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.

(f) "Transient guest" or "**guest**" means persons occupying a room or rooms for sleeping accommodations for less than 30 consecutive days.

(g) "Finance Director" means the Finance Director of the City of Sandusky.  
~~(1980 Code 99.01)~~

### **193.02 RATE OF TAX.**

(a) Commencing on January 1, 1978, for the purpose of providing revenue with which to meet the needs of the City for general operating expenses, there is levied a tax of 3% on all rents ~~received by a hotel for lodging furnished~~ **charged** to transient guests.

(b) This tax constitutes a debt owed by the transient guest to the City, which is extinguished only by payment to the operator as trustee for the City, or to the City. The transient guest shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient guest ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Finance Director may require that the tax be paid directly to the Finance Director.  
~~(1980 Code 99.02)~~

### **193.03 EXEMPTIONS.**

(a) No tax shall be imposed under this chapter:  
(1) Upon rents not within the taxing power of the City under the Constitution or laws of Ohio or the United States;  
(2) Upon rents paid by the State of Ohio, or any of its political subdivisions;  
(3) Upon rents of \$5.00 a day or less.

(b) No exemption claimed under subsections (a)(1) or (2) hereof shall be granted except upon a claim therefor made at the time rent is collected, and, under penalty of perjury, upon a form prescribed by the Finance Director. All claims of exemption under subsection (a)(3) hereof shall be made in the manner prescribed by the Finance Director.  
(1980 Code 99.03)

### **193.04 TAX TO BE SEPARATELY STATED AND CHARGED.**

(a) The tax to be collected shall be stated and charged separately from the rent, and shown separately on any record thereof, at the time when the occupancy is arranged or contracted and charged for, and upon every evidence of occupancy, or any bill or statement or charge made for an occupancy issued or delivered by the operator, and the tax shall be paid by the ~~occupant~~ **guest** to the operator as trustee for and on account of the city, and the operator shall be liable for the collection thereof and for the **remittance of the tax to the City**.

(b) No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided. ~~(1980 Code 99.04)~~

### **193.05 REGISTRATION.**

Within 30 days after the effective date of this chapter, or within 30 days after commencing business, whichever is later, each operator of any hotel renting lodging to transient guests shall register the hotel with the Finance Director and obtain from him a "transient occupancy registration certificate," to be at all times posted in a conspicuous place on the premises. The certificate shall, among other things, state the following:

- (a) The name of the operator;
- (b) The address of the hotel;
- (c) The date upon which the certificate was issued;
- (d) "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the transient occupancy tax chapter by registering with the Finance Director for the purpose of collecting from transient guests the transient occupancy tax and remitting said tax to the Finance Director. This certificate does not constitute a permit."

(1980 Code 99.05)

### **193.06 REPORTING AND REMITTING.**

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Finance Director, make a return to the Finance Director, on forms provided by him, of the total rents charged and received, and the amount of tax collected for ~~transient occupancies~~ **rent charged**. All claims for exemption from the tax filed by ~~occupants~~ **guests** with the operator during the reporting period shall be filed with the report. At the time the return is filed, the full amount of the tax collected shall be remitted to the Finance Director. The Finance Director may establish shorter reporting periods for any certificate holder if he deems it necessary in order to insure collection of the tax, and he may require further information in the return if the information is pertinent to the collection of the tax. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the City until payment thereof is made to the Finance Director. All returns and payments submitted by each operator shall be treated as confidential by the Finance Director, and shall not be released by him except upon order of a court of competent jurisdiction, or to an officer or agent of the United States, the State of Ohio, the county of Erie, or the City of Sandusky, for official use only. ~~(1980 Code 99.06)~~

**193.07 PENALTIES AND INTEREST.**

(a) Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty equal to 10% of the amount of the tax, in addition to the tax.

(b) Fraud. If the Finance Director determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty equal to 25% of the amount of the tax shall be added thereto in addition to the penalties stated in subsection (a) hereof.

(c) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of 1% per month, or fraction thereof, on the amount of the tax exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(d) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing provided for in Section 193.08, nor during the pendency of any appeal to the Board of Review provided for in Section 193.09.

(e) Abatement of Interest and Penalty. In cases where a return has been filed in good faith, and an assessment has been paid within the time prescribed by the Finance Director, the Finance Director may abate any charge of penalty or interest, or both.

(1980 Code 99.07)

**193.08 FAILURE TO COLLECT AND REPORT TAX; DETERMINATION OF TAX BY CITY FINANCE DIRECTOR.**

If any operator shall fail or refuse to collect the tax and to make, within the time provided in this chapter, any report and remittance of the tax, or any portion thereof required by this chapter, the Finance Director shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the Finance Director shall procure such facts and information upon which to base the assessment of any tax imposed by this chapter, and payable by any operator who has failed or refused to collect the same and to make a report and remittance, he shall proceed to determine and assess against the operator the tax, interest, and penalties provided for by this chapter. In case such determination is made, the Finance Director shall give notice of the amount so assessed by serving it personally, or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. The operator may within 10 days after the serving or mailing of the notice make application in writing to the Finance Director for a hearing on the amount assessed. If an application by the operator for a hearing is not made within the time prescribed, the tax, interest, and penalties, if any, determined by the Finance Director, shall become final and conclusive, and immediately due and payable. If an application is made, the Finance Director shall give not less than 5 days written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in the notice why the amount specified therein should not be fixed for the tax, interest, and penalties. At the

hearing, the operator may appear and offer evidence why the specified tax, interest, and penalties should be so fixed. After the hearing, the Finance Director shall determine the proper tax to be remitted, and shall give written notice to the person in the manner prescribed herein of the determination and the amount of the tax, interest, and penalties. The amount determined to be due shall be payable after 15 days, unless an appeal is taken as provided in Section 193.09. (1980 Code 99.08)

**193.09 APPEAL.**

Any operator aggrieved by any decision of the Finance Director with respect to the amount of the tax, interest, and penalties, if any, may appeal to the Board of Review by filing a notice of appeal with the Finance Director within 15 days of the serving or mailing of the determination of tax due. The Board of Review shall fix a time and place for hearing the appeal, and shall give notice in writing to the operator at his last known place of address. The findings of the Board of Review shall be served upon the appellant in the manner prescribed above for service of a notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. (1980 Code 99.09)

**193.10 RECORDS.**

It shall be the duty of every operator liable for the collection and payment to the City of any tax imposed by this chapter to keep and preserve, for a period of 3 years, all records as may be necessary to determine the amount of tax as he may have been liable for the collection of and payment to the City, which records the Finance Director shall have the right to inspect at all reasonable times. (1980 Code 99.11)

**193.11 REFUNDS.**

(a) Whenever the amount of any tax, interest, or penalty has been overpaid, or paid more than once, or has been erroneously or illegally collected or received by the City under this chapter, it may be refunded as provided in subsections (b) and (c) hereof, provided a claim in writing therefor, stating, under penalty of perjury, the specific grounds upon which the claim is founded, is filed with the Finance Director within 3 years of the date of payment. The claim shall be on forms furnished by the Finance Director.

(b) An operator may claim a refund or take as a credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established in a manner prescribed by the Finance Director that the person from whom the tax has been collected was not a transient guest; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient guest or credited to rent subsequently payable by the transient to the operator.

(c) A transient guest may obtain a refund of taxes overpaid, or paid more than once, or erroneously or illegally collected or received by the City, by filing a claim in the manner provided in subsection (a) hereof, but only when the tax was paid by the transient guest directly to the Finance Director, or when the transient guest, having paid the tax to the operator, establishes to the satisfaction of the



Finance Director that the transient guest has been unable to obtain a refund from the operator who collected the tax.

(d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto. (1980 Code 99.12)

**193.12 ACTIONS TO COLLECT.**

Any tax required to be paid by a transient guest under the provisions of this chapter shall be deemed a debt owed by the transient guest to the City. Any tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this chapter shall be liable to an action brought in the name of the City of Sandusky for the recovery of the amount. (1980 Code 99.13)

**193.13 MONEYS RECEIVED; WHERE CREDITED.**

The moneys received under the provisions of this chapter shall be credited to the General Fund of the City. **Ten Percent (10%) of the total transient occupancy tax received from the previous year shall be used and/or earmarked for marketing and programming activities related to tourism and attractions to the city of Sandusky.** ~~(1980 Code 99.14)~~

**193.14 CONFIDENTIAL REPORTS.**

All returns and information relating to the business of any other person required to collect or remit the tax imposed by this chapter and coming into the possession of the Finance Director, his agents and employees, shall be confidential. Any person divulging such information unless ordered to do so by a court of competent jurisdiction shall be subject to a fine or penalty of not more than five hundred dollars (\$500.00) or imprisoned for not more than six months, or both. Each disclosure shall constitute a separate offense. In addition to the above penalties, any employee of the City who violates the provisions of this section relative to disclosure of confidential information shall be immediately dismissed from the service of the City. (Ord. 92-003. Passed 1-13-92.)

**193.15 BOARD OF REVIEW**

(a) A Board of Review, consisting of 3 electors of the City, is created. No member shall be appointed to the Board of Review who holds other public office or appointment. The members of the Board of Review shall serve without pay. They shall be appointed by the City Commission and serve at its pleasure.

(b) A majority of the members of the Board of Review shall constitute a quorum. The Board of Review shall adopt its own procedural rules, and shall keep a record of its transactions.

(c) Any person dissatisfied with any ruling or decision of the Board of Review may appeal therefrom to a court of competent jurisdiction within 30 days from the announcement of the ruling or decision. (1980 Code 33.090)

**193.99 PENALTY.**

(a) Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor, and shall be punishable therefor by a fine of not more than \$500, or by imprisonment for a period of not more than 6 months, or both.

(b) Any operator or other person who fails or refuses to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the Finance Director, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as aforesaid. Any person, required to make, render, sign, or verify any report or claim, who makes a false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor, and is punishable as aforesaid.  
(Ord. 8170-C. Passed 12-5-77.)

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

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

Section 4. This Ordinance shall be in full force and effect from and after January 1, 2019.

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

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

Passed:



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

To: Eric Wobser, City Manager

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

Date: May 2, 2018

**Subject: Commission Agenda Item – Request for reimbursement to the City of Sandusky Schools for Green Infrastructure Improvements at the new Hayes Intermediate School**

**ITEM FOR CONSIDERATION:** Legislation authorizing the City of Sandusky to reimburse the Sandusky City Schools (School) for the cost of redirecting storm water from the existing high school parking lot and enlarging the storm water basin in front of the new Intermediate School.

**BACKGROUND INFORMATION:** The existing Sandusky High School and the new Hayes Intermediate School are both within the same Combined Sewer Overflow (CSO) catchment area, which is tributary to the proposed Mill Street High-Rate Treatment (Mills HRT) project detailed in the General Plan Update (Plan). The Mills HRT project is proposed in the Plan to be constructed in three separate phases totaling \$51.6 million with an annual CSO volume captured of 144 million gallons (MG). The total cost breaks down to \$0.36 per gallon.

Per recent negotiations, the City agreed to construct the first phase of the Mills HRT project for an estimated \$10.5 million, but has asked Ohio Environmental Protection Agency (OEPA) to allow the City to work towards implementing green infrastructure which could potentially reduce the remaining \$41.1 million in potential future costs. Hence, Strand Associates, Inc. (Strand) completed a Green Infrastructure Evaluation in 2016 that detailed potential locations for cost savings for the Sewer Fund through green infrastructure. One location was the existing parking lot behind the existing high school.

The new Hayes Intermediate School is designed with a storm water detention pond along Hayes Avenue in compliance with existing codified ordinances. The pond is designed to control storm water quantity and storm water quality requirements from the proposed construction site even after construction is complete. In addition, stipulations for construction of the new school require all flow from the site to be redirected from the existing combined sewer on Hayes Avenue to an existing storm sewer on Buchanan Street. Removing this flow from the combined sewer system will not only reduce treatment costs at the Wastewater Pollution Control (WPC) plant but will reduce the potential future phases of the Mills HRT projects.

Currently, the existing flows from the Sandusky High School parking lot are connected to the combined sewer on Hayes Avenue. The City asked Strand and the design team for Sandusky City Schools to evaluate the option of redirecting this flow to the detention pond. This would require installation of a new pipe in the north drive entrance that would intercept the current flow and redirect it to the proposed detention pond. There would also be a need to increase the capacity of the proposed pond and the size of the outlet structure.

Calculations of redirecting flow from the high school parking lot show that approximately 4 MG of storm water runoff would be removed from the combined sewer system annually. This storm water runoff reduction from the combined sewer system is anticipated to reduce annual CSO volumes by approximately two million gallons annually. Although the specific reduction in size of the future Mills HRT project will be dependent upon several factors, the reduction of storm water runoff from the high school parking lot is anticipated to have an impact on future sizing and costs. For the sake of a simplistic comparison by applying \$0.36 per gallon as calculated previously for the proposed 2 MG of CSO reduction, this project could save approximately \$720,000 from a future phase of the Mills HRT project.

The design build team awarded a contract for \$13,500 for the additional work proposed by the City. Therefore, storm water offloading from the high school could potentially achieve CSO volume reduction of less than \$0.01 per gallon, which is essentially the most cost-effective CSO reduction that could be achieved. This results in a simplified future estimated cost savings in the range of \$700,000.

The additional improvements are currently underway as part of the initial site work and are anticipated to be completed in the next few months.

**BUDGETARY INFORMATION:** The City of Sandusky Schools is proceeding to enlarge the new storm water basin in front of the new school at a cost of \$13,500. Since this project is intended to reduce future costs for the CSO Plan, the full amount will be paid with Sewer Funds.

**ACTION REQUESTED:** It is recommended that this request 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 reimburse the school district for this Green Infrastructure improvement as soon as the work is complete.

I concur with this recommendation:

\_\_\_\_\_  
Eric Wobser  
City Manager

\_\_\_\_\_  
Aaron Klein, P.E.  
Director

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR FINANCE DIRECTOR TO MAKE PAYMENT TO THE SANDUSKY CITY SCHOOL DISTRICT FOR REIMBURSEMENT OF ADDITIONAL GREEN INFRASTRUCTURE IMPROVEMENTS AT THE NEW HAYES INTERMEDIATE SCHOOL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the existing Sandusky High School and the new Hayes Intermediate School are both within the same Combined Sewer Overflow (CSO) catchment area which is tributary to the proposed Mill Street High-Rate Treatment (Mills HRT) project detailed in the General Plan Update that is to be constructed in three (3) separate phases totaling \$51.6 million; and

**WHEREAS**, in 2016, Strand Associates, Inc. completed a Green Infrastructure Evaluation that detailed potential locations for cost savings for the City through green infrastructure and one of the locations was the existing parking lot behind the existing high school; and

**WHEREAS**, the new Hayes Intermediate School has been designed with a storm water detention pond along Hayes Avenue that will redirect all flow from the site to an existing storm sewer on Buchanan Street which will not only reduce treatment costs at the Waste Water Treatment Plant for the City, but will reduce potential future phases of the Mills HRT project; and

**WHEREAS**, the flow from the Sandusky High School parking lot is connected to the combined sewer on Hayes Avenue so the City asked Strand and the design team for the Sandusky City School District to evaluate the option of redirecting the flow from the Sandusky High School parking lot to the new detention pond which could save approximately \$720,000.00 on future phases of the Mills HRT project; and

**WHEREAS**, the City agreed to reimburse the Sandusky City School District for the costs associated with implementing the designs proposed by Strand Associates, Inc.; and

**WHEREAS**, Sandusky High School has awarded a contract for the new Hayes Intermediate School that included the additional work proposed by the City, and the total cost of the additional work is \$13,500.00; 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 reimburse the Sandusky City School District for the additional services for green infrastructure improvements once the work is completed which is anticipated to be in the next few months; 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 make payment to the Sandusky City School District for reimbursement of additional green infrastructure improvements requested by the City at the new Hayes Intermediate School property in an amount **not to exceed** Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00).

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: May 14, 2018

April 24, 2018

MEMORANDUM

**TO:** Eric Wobser, City Manager

**FROM:** Chief Wilcox, Fire Chief  
Stuart Hamilton, IT Manager

**RE:** Commission Agenda Item –New Voter Site for Fire Department Radio Communication

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to expend funds for the purchase and installation of a new radio communication Voter site from Vasu Communications of Avon, OH, in the amount not to exceed **\$16,162.19**. This is a sole source project as the vendor built and maintains the City's existing emergency radio communications system.

**BACKGROUND INFORMATION:** Current Fire Department communication between the vehicles/Firefighters and the Dispatch Center on the east side of town is marginal to unusable at some points. The Fire crews carried out radio tests throughout the City to identify dead spots and problematic areas that needed addressed and the east end of town past station #3 was our biggest problem area.

Radio communication is critical to the safety for all departmental personnel when operating at an emergency scene. The installation of a new voter system would eliminate any delay for rapid intervention when executing life safety measures on behalf of the citizens. It also ensures the clear and uninterrupted transmissions when calling for additional units for support.

**Proposed Solution:**

To purchase and install a new voter site will help extend stable communications further east and even beyond the city limits. This new voter site antenna will be placed on the roof of the water plant, giving us a clear view of the whole east end of town. We looked at multiple ways of tackling this problem and the voter site was the most cost efficient due to the fact we can utilize improvements made in the IT infrastructure, utilize existing City property, and also in keeping reprogramming costs to a minimum. There will be no break in our communication capabilities during this upgrade.

**BUDGETARY INFORMATION:** The total amount of this expenditure is **\$16,162.19**. This purchase and installation will be paid with monies from the EMS fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to expend funds for the purchase and installation of a new radio communication Voter site from Vasu Communications of Avon, OH at a total cost of **\$16,162.19**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to enable stabilization and improvement of emergency communications in the east side of town at the earliest opportunity and to provide improved safety for the firefighters.

**Approved:**

**I concur with this recommendation:**

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Rick Wilcox, Fire Chief

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Eric Wobser, City Manager

---

Stuart Hamilton, IT Manager

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





Vasu Communications, Inc.  
 2432 Ridgeland Dr.  
 Avon, OH 44011  
 Phone: 440-934-5268

**QUOTATION**

**116000215**

**Bill To:**  
 SANDUSKY FIRE DEPARTMENT  
 222 MEIGS  
 SANDUSKY, OH 44870-2837

**Ship To:**  
 SANDUSKY FIRE DEPARTMENT  
 222 MEIGS  
 SANDUSKY, OH 44870-2837

Date: 04/24/2018 Customer Rep: MB

Terms: NET 30

Qty	Item	Description	Unit Price	Extended
<i>Quote is based on installing a voter on the repeater at cement rd &amp; a remote site on the tower at the water treatment plant City will provide connectivity between the sites</i>				
1	NX-5800K2	UHF (380-470MHz), 45 Watts NXDN Conventional / TYPE-C (Gen1/Gen2) Trunking	980.00	980.00
1	Discount		-294.00	-294.00
1	L-5002	NX-5200/5300/5400 Programming (with basic TX/RX check)	37.50	37.50
1	Discount		-11.25	-11.25
1	USE OVA-LP-25	UP.	168.50	168.50
1	CABINET-USED	USED 19" LOCKING CABINET	250.00	250.00
1	SNV-12	12 CHANNEL, 19" RACK MNT. CHASSIS	5,863.00	5,863.00
1	SVM-2	SINGLE CHANNEL VOTER MODULE	989.00	989.00
1	svm-3	IP Site Voter Module 5952-200000	1,845.00	1,845.00
1	qmt-1	Single Channel IP Voting Modem Unit 5170-200000	989.00	989.00
1	RACK-SHELF-3.5	3.5"X19" RACK SHELF	52.00	52.00
1	JPN5195	5' Imr195 jumper N Connectors	32.00	32.00
1	HDWE	MISC HARDWARE CONNECTORS & WIRE	125.00	125.00
2	CUST-RAD-INTFC	CUSTOM RADIO INTERFACE	175.00	350.00
1	774-70-TM-1/2	77470TM12 406-512 MHz, 8-8.5 DBD GAIN, D IPOLE, N(M)	1,077.00	1,077.00
2	ASPR616	PIPE MOUNTING KIT 1-1/4 TO 3-1/2	80.00	160.00
100	LMR-600	LOW LOSS CABLE 1/2"	2.80	280.00
1	EZ-600-NF	N FEMALE FOR LMR-600	18.19	18.19
1	EZ-600-NMC	USE PART # EZ-600-NMH-X	25.00	25.00
1	LP-BTR-NFF	N POLYPHASER. USE INSTEAD OF IS-50NX-C1-MA	81.25	81.25
1	GK-S600T	STANDARD GROUNDING KIT LMR600	35.00	35.00
12	LABOR	LABOR PER MAN HOUR 70.00	70.00	840.00
12	LABOR-TECH	TECHNICAL LABOR PER HOUR	110.00	1,320.00



Vasu Communications, Inc.  
2432 Ridgeland Dr.  
Avon, OH 44011  
Phone: 440-934-5268

**QUOTATION**

**116000215**

**Bill To:**  
SANDUSKY FIRE DEPARTMENT  
222 MEIGS  
SANDUSKY, OH 44870-2837

**Ship To:**  
SANDUSKY FIRE DEPARTMENT  
222 MEIGS  
SANDUSKY, OH 44870-2837

Date: 04/24/2018		Customer Rep: MB		Terms: NET 30	
Qty	Item	Description	Unit Price	Extended	
5	LABOR-CLIMBER	LABOR PER HOUR CLIMBER	110.00	550.00	
5	LABOR-GRND-MAN	LABOR PER HOUR TWR. GROUND MAN	80.00	400.00	

Subtotal :	\$16,162.19
Tax :	\$0.00
Total Quote :	\$16,162.19

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE AND INSTALLATION OF A NEW RADIO COMMUNICATION VOTER SITE FROM VASU COMMUNICATIONS, INC. OF AVON, OHIO, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Fire Department's radio communication is critical to the safety of all departmental personnel when operating at an emergency scene; and

**WHEREAS**, communication between the firefighters and the Dispatch Center is marginal to unusable at some points on the east side of town and so Firefighter crews conducted radio tests throughout the City to identify dead spots and problematic areas which were identified on the east end of town past Fire Station #3; and

**WHEREAS**, Vasu Communications, Inc. built and maintains the City's existing emergency communication radio system and will install a new radio communication voter site at the Big Island Water Works plant which will extend the coverage further east and beyond the City limits and is the most cost efficient option as the City can utilize improvements made in the IT infrastructure, utilize existing City property, and keep reprogramming costs to a minimum; and

**WHEREAS**, the total cost of the purchase and installation of a new voter site is \$16,162.19, and will be paid with EMS Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to enable stabilization and improvement of emergency communication in the east side of town at the earliest opportunity and to provide improved safety for the firefighters; and

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

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

Section 1. The City Manager and/or Finance Director are authorized and directed to expend funds for the purchase and installation of a new Radio Communication Voter Site from Vasu Communications, Inc., of Avon, Ohio, for the Fire Department at an amount **not to exceed** Sixteen Thousand One Hundred Sixty Two and 19/100 Dollars (\$16,162.19).

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.

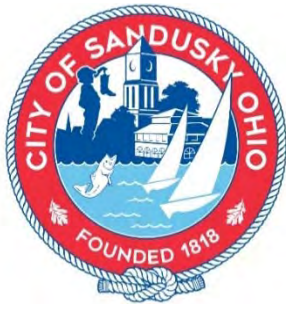
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: May 14, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 30, 2018

Subject: Commission Agenda Item – Purchase of Asphalt from Erie Materials, Inc.

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the purchase of paving material from Erie Materials for work to be performed by the Public Works, Street Division for miscellaneous in-house street repairs.

**BACKGROUND INFORMATION:** Each year, the City purchases cold-mix and hot-mix asphalt in bulk from Erie Materials, Inc., a division of Erie Group of Companies, for pothole patching, parking lot improvements and asphalt surface repairs in the roadway that are due to sewer construction, water construction or normal deterioration. In addition, the City has begun performing minor resurfacing projects in-house when the situation is appropriate. Another possible use for purchased asphalt would be for basketball courts or other recreational asphalt surfaces.

Staff determined that Erie Materials, Gerken Paving and Riley AJ, Inc. are the only eligible providers of the materials because asphalt is temperature-sensitive and those facilities are the only asphalt plants close enough that allow city vehicles to maintain appropriate temperatures from purchase to application. Here are the 2018 material costs for those manufacturers:

	<u>Erie</u>	<u>Gerken</u>	<u>Riley</u>
ODOT 448, Type 1 (per ton)	\$59.00	\$69.00	\$58.00
ODOT 448, Type 2 (per ton)	\$52.00	\$62.00	\$49.00
301 (per ton)	\$52.00	\$62.00	\$47.00

Below is a complete cost breakdown for a one-time, one-ton purchase including salary and mileage for the Division of Streets & Traffic:

	Materials Type	Materials Cost	Travel Time	Labor Cost	Distance	Mileage Cost	Total
Erie Materials	448, Type 1	\$59.00	34 minutes	\$26.53	18.2 Miles	\$9.92	\$95.45
	448, Type 2	\$52.00					\$88.45
	301	\$52.00					\$88.45
Riley AJ, Inc.	448, Type 1	\$58.00	62 Minutes	\$47.94	41 Miles	\$23.35	\$129.29
	448, Type 2	\$49.00					\$120.29
	301	\$47.00					\$118.29
Gerken	448, Type 1	\$69.00	62 Minutes	\$47.94	41 Miles	\$23.35	\$140.29
	448, Type 2	\$62.00					\$133.29
	301	\$62.00					\$133.29

1. Labor rate used is \$46.5431/hour. 2. Mileage reimbursement is \$0.545/mile as per federal standards.

As calculated, there is a significant cost savings by purchasing from Erie Materials, Inc. compared to the other suppliers.

**BUDGETARY INFORMATION:** The budgeted costs for asphalt materials for 2018 as approved in the O&M and capital budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field totaling \$193,000:

Capital, via Issue 8	\$115,000
Sewer Maintenance, O&M	\$ 10,000
Water Distribution, O&M	\$ 35,000
Street Division, O&M	\$ 30,000
Neighborhood Initiative	\$ 3,000

A portion of the O&M budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

**ACTION REQUESTED:** It is recommended that the purchase of this material 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 allow City crews to purchase asphalt materials as needed for repairs and improvements.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE MATERIALS, INC., OF SANDUSKY, OHIO, FOR ASPHALT AND PAVING MATERIAL TO BE SUPPLIED FOR IN-HOUSE STREET REPAIRS AND PROJECTS IN CALENDAR YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City purchases cold-mix and hot-mix asphalt in bulk for pothole patching, parking lot improvements, and asphalt surface repairs in the roadway that are due to sewer construction, water construction or normal deterioration, and for minor resurfacing projects in-house when appropriate; and

**WHEREAS**, Erie Materials, Inc., Gerken Paving, and Riley AJ, Inc. are the only local asphalt plants that can supply this temperature-sensitive material due to their proximity to the City which allows the City vehicles to maintain appropriate temperature of material from purchase to application; and

**WHEREAS**, prices were requested from all three (3) manufacturers and based upon the total cost per ton, per trip, Erie Materials, Inc. was determined to have the lowest and best price; and

**WHEREAS**, the total estimated cost for asphalt materials for 2018 is \$193,000.00 of which \$115,000.00 will be paid with Issue 8 funds from the Capital Fund, \$10,000.00 from Sewer Maintenance's operating budget, \$35,000.00 from Water Distribution's operating budget, \$30,000.00 from the Street Department's operating budget, and \$3,000.00 with Neighborhood Initiative Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow City crews to purchase asphalt material as needed for repairs and minor 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 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 asphalt and paving material to be used for in-house street repairs and minor projects in CY 2018 at an amount **not to exceed** One

Hundred Ninety Three Thousand and 00/100 Dollars (\$193,000.00) to be paid to Erie Materials, Inc., 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'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 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: May 14, 2018





## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 2, 2018

Subject: **Commission Agenda Item – Permission to Bid 2018 Sidewalk Repair & Replacement Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the 2018 Sidewalk Repair & Replacement Project.

**BACKGROUND INFORMATION:** Sidewalks raised by trees or simply deteriorating from old age throughout the City neighborhoods have become an increasing safety concern for many years. Although the Ohio Revised Code states that maintenance and repair of sidewalks are the abutting property owner's responsibility, the voters have asked via the passage of Issue 8, to have the City perform these repairs with tax dollars generated by their positive vote. In the past, when a residential sidewalk complaint was received by the Public Works Department, staff would investigate the issue and notify the abutting homeowner of their responsibility to maintain and/or repair the sidewalk. While responsibility has not changed, these complaints are now tracked in an Excel spreadsheet and a repair project will be devised annually as long as funds are available. If the sidewalk is heaved by an inappropriate boulevard tree, the tree will be scheduled for removal or root grinding as deemed appropriate by the city's arborist and may be placed on the annual tree removal program. One primary focus annually is on ADA accessibility issues, some of which are reported by the ADA advisory board.

Over the past two years the City has completed two sidewalk repair and replacement projects, removing and installing roughly 44,324 square feet of sidewalk and 656 linear feet of curb throughout the City.

The 2018 Sidewalk Repair & Replacement project includes over 11,618 square feet of sidewalk and 76 linear feet of curb. This includes several residential locations, as well as improvements to Central Park as part of the overall park improvements, a curb ramp at the Amtrak and Sandusky Transit station, Meigs St. Pier and the sidewalk in the block of Harborview Senior Living on Franklin St. At this last location, staff has received many complaints from residents who travel this area with the mobility devices.

Below is a listing of the 19 residential locations where sidewalk repairs will be completed as part of this project:

- 603 Buchanan St
- 1405 Central Ave
- 1417 Farwell St, East
- 1410 Larchmont Dr., East
- 1609 Larchmont Dr., North
- 1610 Larchmont Dr., South
- 1614 Larchmont Dr., South
- 3314 Monroe St, West
- 418 Rockwell St
- 422 Rockwell St
- 518 Rockwell St
- 1311 Vine St
- 1019 Carr St
- 1111 Chalet Dr.
- 416 Hancock St
- 322 Finch St
- 1995 Fox Run Trail
- 633 LaSalle St
- 1951 Oldgate Rd, East

There is a small contingency associated with this project to provide flexibility for staff to add locations if money allows. The contractor will be allowed 90 days from the Notice to Proceed. The engineer's estimate for the 2018 Sidewalk Repair & Replacement Project is \$158,684.50.

**BUDGETARY INFORMATION:** The estimated cost of the project, including advertising costs is \$158,884.50.

The project will be funded with \$122,674.50 Issue 8 Capital Infrastructure, \$15,000 in Neighborhood Initiative Funding, and up to \$21,210.00 in Capital Parks & Recreation Funds.

**ACTION REQUESTED:** It is recommended that the proposed 2018 Sidewalk Repair & Replacement be approved for bidding and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and complete the safety improvements this construction season. The most competitive prices are typically received at the onset of the construction season.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2018 SIDEWALK REPAIR & REPLACEMENT PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the proposed 2018 Sidewalk Repair & Replacement Project consists of over 11,618 square feet of sidewalk repairs and 76 linear feet of curb repairs and includes sidewalk repairs at nineteen (19) residential locations, as well as improvements to Central Park, as part of the overall park improvements, curb ramps at the Amtrak Station, Meigs Street Pier, and the sidewalk in the block of Harborview Senior Living on Franklin Street; and

**WHEREAS**, the total estimated cost for this project including engineering, and advertising expenses is \$158,884.50 and will be paid with Issue 8 funds from the Capital Infrastructure Fund in the amount of \$122,674.50, Neighborhood Initiative Funds in the amount of \$15,000.00, and Capital Parks & Recreation Funds in the amount of \$21,210.00; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project and to complete the project and safety improvements this construction season; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2018 Sidewalk Repair & Replacement Project be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed 2018 Sidewalk Repair & Replacement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed 2018 Sidewalk Repair & Replacement

Project as required by law.

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

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

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

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

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

Passed: May 14, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: City Manager, Eric Wobser

From: Aaron M. Klein, P.E.

Date: May 1, 2018

**Subject: Commission Agenda Item – Request to purchase truck for Sewer Maintenance Division**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase of one (1) 2019 Ford F350 XL, four-wheel drive and regular cab pick-up truck from Middletown Ford of Middletown, OH, for the Sewer Maintenance Division.

**BACKGROUND INFORMATION:** The above listed vehicle is available for a total purchase price of \$32,270.88, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, from Middletown Ford, of Middletown, Ohio.

This vehicle will replace the 2001 Dodge pick-up truck, VIN #3B7KC26Z21M583462, with 93,084 miles, that has been determined by the Sewer Maintenance Chief Foreman and Fleet Maintenance Foreman to be beyond its expected lifecycle and of no use for the City of Sandusky, and are recommending that the 2001 Dodge pick-up be sold on GovDeals.

The Sewer Maintenance Division uses the pick-up truck for carrying construction equipment and materials used to build catch basins, for finishing concrete, for maintenance at lift stations and other sewer-related operations, as well as for plowing snow.

**BUDGETARY INFORMATION:** The total cost of \$32,270.88 will be paid from Sewer Funds and was budgeted in the Capital Improvement Plan and accounted for in the 2018 rate review.

Proceeds from the sale of the existing truck on GovDeals will be placed in the Sewer Fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared declaring the 2001 Dodge pick-up truck unfit for City use and approval be granted to purchase a new 2019 Ford F350 XL, four-wheel drive and regular cab pick-up truck from Middletown Ford of Middletown, OH, in an amount not to exceed \$32,270.88. The approval to auction the used 2001 Dodge pick-up truck is also requested to be a part of this legislation. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with section 14 of the City Charter to allow the order to receive the vehicle and place into service prior to failure of the existing truck.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

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

**AN ORDINANCE DECLARING A 2001 DODGE PICK-UP TRUCK AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2019 FORD F350 XL 4-WHEEL DRIVE PICK-UP TRUCK FROM MIDDLETOWN FORD OF MIDDLETOWN, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, it has been determined by the Fleet Maintenance Chief Foreman and Sewer Maintenance Chief Foreman that the 2001 Dodge pick-up truck, VIN No. 3B7KC26Z21M583462, used in the Sewer Maintenance Division for carrying construction equipment and materials used to build catch basins, for finishing concrete, for maintenance at lift stations and other sewer-related operations, as well as for plowing snow, has exceeded its useful life expectancy and is no longer of any use to the City and are recommending this truck be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Sewer Fund; and

**WHEREAS**, it is recommended to replace the 2001 Dodge pick-up truck with a 2019 Ford F350 XL 4-Wheel Drive pick-up truck; and

**WHEREAS**, the 2019 Ford F350 XL 4-wheel pick-up truck is available from Middletown Ford of Middletown, Ohio, 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 for the 2019 Ford F350 XL 4-wheel pick-up truck is \$32,270.88 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 for the truck to be ordered, received, and placed into service prior to any failure of the existing truck; 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 finds and determines that the 2001 Dodge Pick-Up Truck, VIN No. 3B7KC26Z21M583462, 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 this personal property no longer needed for City purposes through public auction, sale process, or internet auction with the proceeds from sale to be deposited into the Sewer Fund.

Section 2. The City Manager is authorized and directed to purchase a 2019 Ford F350 4-Wheel Drive pick-up truck from Middletown Ford of Middletown, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, at an amount **not to exceed** Thirty Two Thousand Two Hundred Seventy and 88/100 Dollars (\$32,270.88).

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

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

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

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

Passed: May 14, 2018



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## SANDUSKY POLICE DEPARTMENT

JOHN ORZECH, POLICE CHIEF

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

Website: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)  
Facebook: [www.facebook.com/sanduskypolice](https://www.facebook.com/sanduskypolice)

To: Eric Wobser, City Manager

From: John Orzech, Police Chief

Date: April 25, 2018

Re: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Legislation to purchase two (2) 2018 Ford Utility Police SUV's, model K8A, from Lebanon Ford of Lebanon, Ohio, for the Police Department, in the amount of \$54,610.

**BACKGROUND INFORMATION:** The above listed vehicles are available through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS900718, from Lebanon Ford of Lebanon, Ohio.

The need to replace two (2) police cruiser's has been determined by the Police Chief and Fleet Maintenance Foreman. These new SUV's will be marked Patrol vehicle's and will replace 2 Patrol vehicles (S4 and S5) that have exceeded their useful lifecycle, for the Department. The vehicles that are removed from Patrol duty will be transferred to another department in the City.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

**BUDGETARY INFORMATION:** The cost of the vehicles will be purchased with \$54,610 from the Capital Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase two (2) 2018 Ford Utility Police SUV's from Lebanon Ford of Lebanon, Ohio in an amount not to exceed \$54,610, through State of Ohio Department of Administration Services Cooperative Purchasing Program (contract #RS900718, Item #32880). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the order to be placed, receive the vehicle, and place in service at the earliest opportunity to continue effective operations of the Police fleet.

Approved:

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Eric Wobser, City Manager

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John Orzech, Police Chief

CC: Hank Solowiej, Finance Director  
Justin Harris, Law Director

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



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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2018 FORD UTILITY POLICE SUVs THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATION SERVICES COOPERATIVE PURCHASING PROGRAM FROM LEBANON FORD OF LEBANON, OHIO, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a determination was made by the Police Chief and Fleet Maintenance Foreman that there is a need to replace two (2) police vehicle that have exceeded their useful life for the Sandusky Police Department and to place these vehicle in the maintenance fleet to replace older vehicles in other City Departments; and

**WHEREAS**, the new 2018 Ford Utility Police SUVs, Model K8A, from Lebanon Ford of Lebanon, Ohio, are 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 cost for the vehicles is \$54,610.00 and will be paid with Capital Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed, receive the vehicles, and place in service at the earliest opportunity to continue effective operations of the Police fleet; 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 two (2) new 2018 Ford Utility Police SUVs, Model K8A, through the State of Ohio Department of Administration Services Cooperative Purchasing Program, Contract #RS900718, from Lebanon Ford of Lebanon, Ohio, at an amount **not to exceed** Fifty Four Thousand Six Hundred Ten and 00/100 Dollars (\$54,610.00).

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

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

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

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

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

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

Passed: May 14, 2018



## PLANNING DEPARTMENT

*Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager  
**FROM:** Angela Byington, Planning Director  
**DATE:** April 24, 2018  
**SUBJECT: TO ENTER INTO AGREEMENT WITH FOXSTER SOLUTIONS, INC. FOR SCHEDULING AND DISPATCHING SOFTWARE, TO BE PROCURED THROUGH THE ODOT TIGER GRANT**

**ITEM FOR CONSIDERATION:** It is requested that the City Commission approve legislation authorizing the City Manager to enter into an agreement with Foxster Solutions, Inc, DBA CTS Software, of Swansboro, NC for scheduling and dispatching software and services.

**BACKGROUND INFORMATION:** ODOT was awarded \$6.839 million in federal dollars to improve the communications, scheduling and dispatching of more than 30 rural transit operators located in Ohio and to expand broadband into areas of Ohio with insufficient broadband access. These funds were awarded by U.S. Transportation Secretary Anthony Foxx through the 2015 Transportation Investment Generating Economic Recovery (TIGER) VII competitive grant program.

The goals of the ODOT's TIGER project are to provide a minimum set of standards for scheduling and dispatching software by supplying capital funds for software and hardware to help align and streamline these systems and eliminate base to vehicle communication gaps by improving broadband access in areas of the state with limited or no broadband connectivity. Capital funds will be provided to broadband companies to improve broadband services in these designated areas.

Through a demonstration, evaluation, and selection process, the ODOT Office of Transit project managers selected two vendors for rural systems to choose – Ecolane or CTS. On March 27<sup>th</sup>, 2017 Sandusky City Commission passed a resolution (019-17R) authorizing the filing of a grant application with the Ohio Department of Transportation for the purpose of securing funds for this project. A selection committee comprised of Staff reviewed both platforms and based upon the platform's likeness to current trip request management and scheduling, the pass and diminishing balance modules were deemed the best solution for the City to use for both fixed and demand response services, CTS Software was selected as the software vendor for the City of Sandusky, Sandusky Transit System.

This new software will replace the Trapeze software currently being utilized by the Sandusky Transit System.

**BUDGETARY INFORMATION:** The total cost for the scheduling and dispatching software, including maintenance and support services for three (3) years, is \$150,455. The Tiger Grant will cover \$149,455 and the remaining \$1,000 local share will be paid with Capital Replacement Funds.

**ACTION REQUESTED:** It is requested the attached legislation be approved authorizing the City Manager to enter into agreement with Foxster Solutions, Inc. It is further requested this legislation take

immediate effect in full accordance with Section 14 of the City Charter in order for the City to immediately execute the agreement, schedule implementation, and complete the project by the grant program deadline of December 31, 2018.

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Eric Wobser

City Manager

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Angela Byington

Director of Planning

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO SOFTWARE LICENSE AND SERVICES AGREEMENTS WITH FOXSTER SOLUTIONS, INC., DBA CTS SOFTWARE OF SWANSBORO, NORTH CAROLINA, FOR SCHEDULING AND DISPATCHING SOFTWARE AND SERVICES FOR USE BY THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Ohio Department of Transportation was awarded \$6.839 million in federal dollars to improve the communications, scheduling and dispatching of more than 30 rural transit operators located in Ohio and to expand broadband into areas of Ohio with insufficient broadband access and these funds were awarded by U.S. Transportation Secretary Anthony Foxx through the 2015 Transportation Investment Generating Economic Recovery (TIGER) VII competitive grant program; and

**WHEREAS**, this City Commission authorized the filing of a grant application with the Ohio Department Of Transportation through the US DOT Federal Transit Administration (FTA) for the FY Transportation Investment Generating Economic Recovery (TIGER) Discretionary Program Grant for the Sandusky Transit System by Resolution No. 019-17R, passed on March 27, 2017, and subsequently the City was awarded funds in the amount of \$149,455.00; and

**WHEREAS**, these awarded funds will be used for the purchase of software licenses and hardware equipment, services for data acquisition, conversion, and installation of the scheduling and dispatching software, and includes maintenance and support services for three (3) years; and

**WHEREAS**, the Ohio Department of Transportation issued an Invitation to Bid for the provision of transit scheduling and dispatching software systems, Transit Tech Ohio (T2O) Project, and through a formal process, selected two (2) vendors to participate in the software implementation project; and

**WHEREAS**, the selected two (2) vendors were then evaluated by a City selection committee and based upon the platform's likeness to current trip request management and scheduling, the pass and diminishing balance modules were the best solution for the City to use for both fixed and demand response services, and the delegate client assignment portal option was viewed favorably by external partner / contract organizations, Foxster Solutions, Inc. dba CTS Software of Swansboro, North Carolina, was selected as the best software for the Sandusky Transit System for scheduling and dispatching; and

**WHEREAS**, this new software will replace the Trapeze software currently being utilized by the Sandusky Transit System; and

**WHEREAS**, the total cost for the scheduling and dispatching software system, including maintenance and support services for three (3) years, is \$150,455.00 of which \$149,455.00 will be paid with the funds awarded from the

TIGER grant program and the remaining balance of \$1,000.00 will be paid with Capital Replacement Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement, schedule implementation, and complete the project by December 31, 2018, as required by the grant program; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute Software License and Services Agreements with Foxster Solutions, Inc. dba CTS Software of Swansboro, North Carolina, for scheduling and dispatching software and services for the Sandusky Transit System, substantially in the same form as reflected in Exhibits "1" and "2", copies of which are attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. The City Manager and/or Finance Director is authorized and directed to expend funds in an amount **not to exceed** One Hundred Fifty Thousand Four Hundred Fifty Five and 00/100 Dollars (\$150,455.00) pursuant to and in accordance with the Software License and Services Agreements and the 2015 Transportation Investment Generating Economic Recovery (TIGER) Discretionary Program Grant.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

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

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

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

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

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

Passed: May 14, 2018



## SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the “Agreement”) is made and entered into as of February 6, 2018 (the “Effective Date”), by and between **Foxster Solutions, Inc., dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 (“Licensor”), and **City of Sandusky** located at 222 Meigs Street, Sandusky, OH 44870 (“Licensee”). Licensor and Licensee may be referred to individually as a “Party,” or together as the “Parties.”

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions** In this Agreement the capitalized words set out below will have the following meanings:

“Agreement”	This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
“Confidential Information”	Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party’s business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;
“Documentation”	All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
“Licensor Software”	The software as identified in Schedule A of this Agreement;
“Hardware”	Means a physically tangible electro-mechanical system or sub-system and associated documentation.
“License Date”	The date in which the Licensee’s primary transportation management solution is Trip Master software and/or within and not to exceed two (2) weeks following “Go Live” (Phase II of the Major Activity Milestone graph on Schedule A)





## SOFTWARE LICENSE AND SERVICES AGREEMENT

### 2. Software License

- 2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.
- 2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:
- modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
  - allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
  - distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
  - remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

### 3. Updates, Upgrades and Backup Services

#### 3.1 Updates.

- For purposes of this Agreement, the term "Updates" refers to fixes and minor changes to the Licensor Software.
- Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

#### 3.2 Upgrades.

- For purposes of this Agreement, the term "Upgrades" means and refers to major changes to or a new release of the Licensor Software, including without limitation any new major release of the Licensor Software.
- Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).
- Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s)



## SOFTWARE LICENSE AND SERVICES AGREEMENT

until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.

3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

### 4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

### 5. Services

#### 5.1 Support Services.

a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

### 6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.

6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.

6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such



## SOFTWARE LICENSE AND SERVICES AGREEMENT

invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

### 7. Warranties

- 7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.
- 7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.
- 7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.



## SOFTWARE LICENSE AND SERVICES AGREEMENT

7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.

7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

### 8. Confidentiality

8.1 Confidentiality Obligations. Each Party acknowledges that Confidential Information may be disclosed to the other Party in connection with this Agreement. Each Party agrees (i) that, during and following the Term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and prevent disclosure thereof, except as expressly permitted herein, and will use such Confidential Information only for the purpose of exercising such Party's rights and perform such Party's duties and obligations under this Agreement ("Permitted Purpose") and, without limiting the foregoing, (ii) such Party will take all reasonable steps, at least substantially equivalent to the steps such Party takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than the Permitted Purpose, and (b) prevent the disclosure of the other Party's Confidential Information, other than to such Party's employees, officers, directors, other representatives, and contractors, who (1) must have access to such Confidential Information for such Party to and (2) each agree to be bound to such Party by written agreements including provisions of confidentiality with respect to such Confidential Information that are no less protective of than those provided herein.

Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section 8 (Confidentiality). Accordingly, in such event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section 8 (Confidentiality).

8.2 Exclusions. The Parties' obligations set forth in Section 8.1 (Confidentiality Obligations) shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's





## SOFTWARE LICENSE AND SERVICES AGREEMENT

Confidential Information; (e) is disclosed as required by administrative, legislative, or judicial demand or order, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and, to the extent not prohibited by applicable law, will provide the disclosing Party notice of such possible disclosure prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.

- 8.3 Return of Confidential Information. Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

### 9. Indemnification

- 9.1 Indemnification by Licensor. Licensor shall to the extent allowed by law indemnify, defend and hold harmless Licensee and ODOT, and its officers, directors, employees and agents, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense.
- 9.2 Notification of 3rd Party Claims. Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 9.3 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.
- 9.4 Remedies. If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated Claim that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) terminate this Agreement and refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over a five-year useful life for the Licensor Software.
- 9.5 Indemnification by Licensee. Licensee and ODOT are public entities, or grantees of public funds, subject to the law and regulations of the State of Ohio and are not permitted to indemnify the Licensor under any circumstances.
- 9.6 Online Liability Waiver.
- It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.
  - Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.
- 9.7 Defense and Settlement. A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such Claim made against it for which it is entitled to indemnity



## SOFTWARE LICENSE AND SERVICES AGREEMENT

hereunder. Each Party shall reasonably cooperate with the other Party in the defense of any such Claim including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to approve in advance the terms of any settlement or compromise with respect to such matter to the extent that such settlement or compromise requires Indemnified Party to admit any liability or pay any amounts not otherwise indemnified by Indemnifying Party hereunder, and such approval shall not be unreasonably withheld by Indemnified Party.

### 10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

### 11. Term and Termination

- 11.1 Term. Unless terminated earlier in accordance with Section 11.3, the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of five (5) years ("Initial Term") with five (5) one (1) year extensions. At the end of the Initial Term, the Agreement will be renewed automatically on an annual basis unless otherwise terminated by either Party on a thirty (30) day written notice and shall continue in accordance with its provisions (each such month, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").
- 11.2 Renewal Term. At the end of year three (3), a \$1,800.00 discount to the "Annual Maintenance and Support Total" referenced in Attachment 1 will be applied.
- 11.3 Termination; Effect of Termination. A Party may terminate this Agreement as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days after the date such other Party receives from the non-breaching Party a reasonably-detailed written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 8 (Confidentiality), or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return to Licensor any and all copies of the Licensor Software and Documentation in Licensee's possession or under Licensee's custody or control, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor to which may be entitled. Any advance fees paid by Licensee for services not supplied by Licensor prior to any such termination will be refunded, within 90 days of notice of termination.
- 11.4 This Agreement may be canceled or terminated at any time by the Licensee or the Licensor with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. Licensor shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of notice of such termination. Licensor shall invoice Licensee for all work performed within thirty (30) days after the termination notice.



## SOFTWARE LICENSE AND SERVICES AGREEMENT

Upon termination and provision of a prior written request to Licensor, Licensee may export a copy of its current database master(s), if any, stored in Licensor Software, provided that any such export shall be arranged by Licensor and shall comply in all respects to the confidentiality provisions hereof.

### 12. Survival

The Parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by other Party after the termination of this Agreement shall survive such termination, including without limitations Sections 1, 4, 7.5, 7.6, 8, 9, 12, and 13.

### 13. General

- 13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.
- (a) The entire agreement between the parties includes the Software License & Services Agreement issued by the transit agency which includes reference to the MASTER AGREEMENT and all federal terms, conditions, certs and assurances.
- (b) The Master Agreement contains an order of precedence.
- 13.2 Independent Contractors. In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 13.3 Assignment. Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor that acquires substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.
- 13.4 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 13.5 Severability/Waiver. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 13.6 Dispute Resolution. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties' project teams, then the dispute shall be referred for resolution to appropriate members of the executive team of each Party who shall meet and resolve the dispute, if possible, within fifteen (15) business days from the date of such reference. If said



## SOFTWARE LICENSE AND SERVICES AGREEMENT

members of the executive team of each Party are unable to resolve the dispute within fifteen (15) business days, then the dispute shall be referred to a single arbitrator appointed jointly by the Parties. In the event that the Parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed pursuant to the Rules of the American Arbitration Association. The arbitration shall be held in such place as the arbitrator shall select and shall be adjudicated in accordance with the aforementioned Rules and the decision of the arbitrator shall be made within thirty (30) days from the appointment of the arbitrator and be final and binding upon the parties. The arbitrator's fees and expenses shall be paid by the Parties as determined by the arbitrator.

- 13.7 Governing Law. All questions, issues or disputes arising out of or under this Agreement, including without limitation any interpretation of any of the terms and conditions, shall be governed by the laws of the State of Ohio, without resort to the conflict of law provisions thereof. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party. In the event any litigation or other action to enforce the terms and conditions hereof is commenced by either Party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of Ohio. Each Party waives any and all rights to have this action brought in any place other than the State of Ohio.
- 13.8 Force Majeure. Except in connection with a Party's payment obligations hereunder, neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 13.9 Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.
- 13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.
- 13.11 Publicity. Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.
- 13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

## 14. Insurance

- 14.1 Insurance. At a minimum, during the Term of this Agreement Licensor will maintain in full force and effect, at Licensor's expense:
- Commercial General Liability Insurance with limits of \$2,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
  - Technology Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence.
  - Cyber Liability Insurance with limits of \$1,000,000 per occurrence.





## SOFTWARE LICENSE AND SERVICES AGREEMENT

- 14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.
- 14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.
- 14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Foxster Solutions, Inc., dba CTS Software**

**City of Sandusky**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Amie Green \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Finance Director \_\_\_\_\_

Title: \_\_\_\_\_

Date: February 6, 2018 \_\_\_\_\_

Date: \_\_\_\_\_



## **SOFTWARE LICENSE AND SERVICES AGREEMENT**

*[Remainder of page intentionally left blank.]*



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Solutions, Inc., dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 (“Licensor”), and **City of Sandusky** located at 222 Meigs Street, Sandusky, OH 44870 (“Licensee”), effective as of February 6, 2018 (“Agreement”). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

### 1. License Fees; Maintenance and Support Fees

The Licensor’s Software as mentioned in this contract may consists of, but not be limited to:  
 Trip Master Enterprise Edition;  Intelligent Automated Scheduling;  Interactive Voice Response System;  ParaScope – Tablet Interface;  Vehicle Maintenance Module;  Para Portal Module;  ParaPass.

#### STANDARD:

- 1.1 The Licensee agrees to pay the Licensor a onetime fee of \$ 70,895.00 for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable upon receipt of the applicable invoices.
- 1.2 Beginning on the Effective Date of the License Date, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein (“Attachment 1”) for all Support Services (as defined in Schedule B of the Agreement) and Software for up to 36 vehicles and 6 License/User ID:
  - a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
  - b. Payments not received by the due date will be subject to late fees and suspension of Support Services.

Major Activity Milestone Description	Due Date	Payment Schedule
Notice to Proceed		35%
Phase I: Going Live with Trip Master	0 – 4 weeks from Notice to Proceed	55%
Phase II: Going Live with ParaScope	2 – 6 weeks from Notice to Proceed	10%
Phase III: License Date	4 – 8 weeks from Notice to Proceed	100% of support services for year one (1) (at a minimum), and year two (2) (if applicable), and year three (3) (if applicable)



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

- 1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per year of \$ 330.00 for each additional vehicle above the number contained in 1.2.
- 1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per year of \$ 240.00 for each additional License/User ID above the number contained in 1.2.
- 1.5 When applicable, under terms of the Agreement, Licensor will cover up to 6,000 calls.
- 1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

### 2. Training

- 2.1 Licensor shall provide training and support services to Licensee. These services may be provided at Licensee's facility, Licensor's facility or remotely, as determined jointly by Licensor and Licensee, in its sole and exclusive discretion. Charges for such services will be billed at the rate of \$ 300.00 per day. Onsite training is elected, there will be an additional charge of \$ 2,200.00 per trip for travel, lodging, meals and related expenses.
- 2.2 Retraining of Licensee's employees shall be charged at Licensor's training rate (\$100.00 per hour) with a one hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

### 3. Addresses for Notices:

#### **For Foxster Solutions, Inc., dba CTS Software ("Licensor"):**

Foxster Solutions, Inc., dba CTS Software  
PO Box 57  
Swansboro, North Carolina 28584  
Attn: Adam Fox, President  
(800) 704-0064

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

#### **For City of Sandusky ("Licensee"):**

City of Sandusky  
222 Meigs Street  
Sandusky, OH. 44870  
Attn: Tim Bergeman  
Phone Number: (419) 621-8462



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

**Foxster Solutions, Inc. dba CTS Software**

**City of Sandusky**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Amie Green \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Finance Director \_\_\_\_\_

Title: \_\_\_\_\_

Date: March 5, 2018 \_\_\_\_\_

Date: \_\_\_\_\_



## **SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A**

### **Attachment 1**

**[Insert pricing details.]**



Attachment #1

For: City of Sandusky		36 Vehicles		6 License	
<b>Software</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Trip Master Enterprise Edition Software	\$6,995.00	Lot	1	\$6,995.00	
Automated Scheduling Software Interface	\$3,995.00	Lot	1	\$3,995.00	
ParaScope - Tablet Software Application	\$649.00	Each	36	\$23,364.00	
Interactive Voice Response System Interface	\$2,995.00	Lot	1	\$2,995.00	
Vehicle Maintenance Module	\$2,995.00	Lot	1	\$2,995.00	
Rider Portal Module	\$3,995.00	Lot	1	\$3,995.00	
ParaPass - Digital Fare Collection Interface	\$7,996.00	Lot	1	\$7,996.00	
<b>Software Total</b>				<b>\$52,335.00</b>	
<b>Hardware Estimates</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Samsung Galaxy Tablet Series	\$150.00	Each	36	\$5,400.00	
Vehicle Mount	\$95.00	Each	36	\$3,420.00	
Vehicle Charger	\$15.00	Each	36	\$540.00	
Tablet Protective Case	\$50.00	Each	36	\$1,800.00	
<b>Hardware Estimated Total</b>				<b>\$11,160.00</b>	
<b>Services</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Data Acquisition, Conversion and Install	\$1,000.00	Lot	1	Included	
CTS Software - Online Training	\$1,000.00	Lot	1	Included	
CTS Software - Onsite Training	\$300.00	Day	10	\$3,000.00	
CTS Software - Travel Expenses	\$2,200.00	Trips	2	\$4,400.00	
<b>Services Total</b>				<b>\$7,400.00</b>	
<b>Monthly Maintenance and Support</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Maintenance and Support Base Fee	\$500.00	Lot	1	\$500.00	
Vehicle Base Fee	\$10.00	Month	36	\$360.00	
License Fee (User)	\$20.00	Month	6	\$120.00	
Automated Scheduling Vehicle Fee	\$5.00	Month	36	\$180.00	
ParaScope - Tablet Software Vehicle Fee	\$7.50	Month	36	\$270.00	
Interactive Voice Response Fee (6,000 Calls)	\$200.00	Month	1	\$200.00	
Vehicle Maintenance Fee	\$5.00	Month	36	\$180.00	
Rider Portal Fee	\$200.00	Month	1	\$200.00	
ParaPass Fee	\$200.00	Month	1	\$200.00	
<b>Annual Maintenance and Support Total</b>				<b>\$26,520.00</b>	
<b>Software, Hardware and Said Services Upfront Total</b>				<b>\$70,895.00</b>	
<b>Three Year Grand Total</b>				<b>\$150,455.00</b>	



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

This Schedule B is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Solutions, Inc., dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 (“Licensor”), and **City of Sandusky** located at 222 Meigs Street, Sandusky, OH 44870 (“Licensee”), effective as of February 6, 2018 (“Agreement”). All capitalized terms used but not defined in this Schedule B shall have the respective meanings ascribed to such terms in the Agreement.

### 1. Support Services/Service Level Agreement

Licensor’s maintenance and support services for the Licensor Software are set forth in this Schedule B (collectively, “Support Services”). During the Term of the Agreement, Licensor will provide the following Support Services if and to the extent that the Licensor Software does not operate substantially in accordance with the Documentation.

### 2. Overview

- 1.1 This Schedule B is designed to address any needs and issues with respect to the Licensor Software that may be raised by Licensor’s customers on an ongoing basis. Licensor’s goal is to provide a highly available system that delivers benefits to our customers.
- 1.2 This Schedule B seeks to provide as much flexibility for Licensor’s customers as possible by utilizing user documentation, training manuals and the system knowledge base.
- 1.3 This Schedule B seeks to provide insight into the processes, procedures, and response target times for customer technical support requests that help Licensor to meet its commitment to all customers.
- 1.4 Licensor is committed to resolving customer needs and issues quickly and professionally. Customer support issues are resolved by highly skilled software engineers and support specialists, allowing customers to have quick access to persons with the technical ability to solve any needs and/or issues. Support will be handled via phone and email in the event that Licensor’s support specialists are not at the customer site.
- 1.5 The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and solving customer needs and issues. Every support request is logged into the system and is accessible by all Licensor’s support specialists.
- 1.6 During and after scheduled down-time Licensor’s support specialists are on “high alert” to ensure that any issues, questions, or support requests from the customer are handled and resolved as promptly as possible.
- 1.7 Customer support is available 24 hours a day, 7 days a week.

### 3. Assignment of Support Request Severity

When a customer has opened a support request and reaches a support specialist, the specialist will assess the severity of the request based on the customer’s description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer’s reported issue.

<b>Table 1 - Severity Definitions</b>
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## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

Severity	Criteria
Critical	Customer's production system is down. Foxster Solutions product is unusable resulting in total disruption of work or other critical business impact. No workaround is available.
High	Major feature/function failure. Operations are severely restricted. A workaround is available.
Medium	Minor feature/function failure. Product does not operate as designed, minor impact on usage, acceptable workaround is available.
Low	Minor issue. Documentation, general information, enhancement request, etc.

#### 4. Response and Resolution Targets

Licensor's Support Services response and resolution targets are described below:

**Response:** When Licensor's Support Services personnel receive a support request, a support specialist will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and the support specialist has a clear understanding of, and the ability to reproduce or identify from the system log, the issue at hand ("Support Request").

**E-Mail:** An automated e-mail reply will be sent immediately after receiving an e-mail Support Request. A support specialist will reply to the e-mail with a Support Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** A support specialist will answer the call or respond to a call that has gone to voice mail, document product specific information in the support request, provide the customer with a Support Request ID # and begin support activities.

**Resolution:** An answer, fix or a satisfactory workaround to the question (s) raised and/or issue(s) identified in the Support Request.

**Solution:** The long-term resolution to the question (s) raised and/or issue(s) identified in the Support Request, issue, or question.

Table 2 - Response and Resolution Targets			
Severity	Target Response	Target Resolution	Solution (1 or more of the following)
Critical	1 Business Hour	Within 4 hours from actual response.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Product patch is provided.</li> <li>• Fix incorporated into future release.</li> </ul>



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

			<ul style="list-style-type: none"> <li>• Fix or workaround incorporated into Solution Library.</li> </ul>
High	8 Business Hours	Within 36 hours from actual response.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Product patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into Licensor's collection of Licensor Software Solutions ("Solution Library").</li> </ul>
Medium	24 Business Hours	Within 15 Business Days.	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Satisfactory workaround is provided.</li> <li>• Fix or workaround incorporated into Solution Library.</li> <li>• Fix incorporated into future release.</li> </ul>
Low	72 Business Hours	Within 30 Business Days.	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME).</li> <li>• Fix or workaround incorporated into Solution Library.</li> </ul>

### 5. Assignment of Service Request Status

When a customer contacts Licensor's Support Services personnel and requests help to resolve a question or an issue, a Support Request is opened. The following table describes the possible status that may be assigned to a Support Request.

Table 3 - Service Request Status Definition	
Status	Criteria
New	A Support Request has just been submitted. It may be assigned to an individual or a queue. Support specialist has not responded yet to customer.
Working	Support specialist has responded to the customer regarding the receipt of the Support Request and is actively pursuing a resolution.



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE B**

On Hold	Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated	A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed	<p>Closed status reflect that:</p> <p>The customer and the support specialist agree that a satisfactory resolution has been provided, or</p> <p>The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</p> <p>The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded.</p> <p>Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

**Foxster Solutions, Inc. dba CTS Software**

**City of Sandusky**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Amie Green \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Finance Director \_\_\_\_\_

Title: \_\_\_\_\_

Date: February 6, 2018 \_\_\_\_\_

Date: \_\_\_\_\_

## SOFTWARE LICENSE & SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT, including all exhibits attached hereto, (this “**Agreement**”) is made and entered into as of June 28, 2017, by and between Foxster Solutions, Inc., dba CTS Software, (“**Licensor**”), a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584, the **City of Sandusky, Sandusky Transit System** (“**Licensee**”) located at **222 Meigs Street**. Licensor and Licensee may be referred to individually as a “**Party**”, or together as the “**Parties**”.

**Entire Agreement.** This Agreement, including the Ohio Department of Transportation Invitation to Bid (ITB) #142-17 and MASTER AGREEMENT For Provision of Transit Scheduling and Dispatching Software Systems TRANSIT TECH OHIO (T2O) PROJECT (“MASTER AGREEMENT”), constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only in writing signed by the duly authorized representatives of both Parties.

**Project Scope.** The Parties acknowledge the Project Scope is defined by the Vendor Quote as agreed upon and signed by both Parties. The Project Scope will be implemented in accordance with the milestones listed below. The project **MUST** be completed by December 30, 2018 to be eligible to receive TIGER VII grant funds. Expenditures incurred after December 30, 2018 will be at the Vendor’s expense.

**Funding Period Covered.** This agreement shall be in effect for five (5) years with five (5) one (1) year extensions notwithstanding termination provisions contained herein. TIGER VII funds will pay for all purchase, license and implementation expenses and up to three (3) years of maintenance expenses. At the conclusion of the third year of maintenance expenses, the licensee will pay the annual fees. After year five (5) is complete, the Transit System will have the option to extend the contract one year under the same terms, conditions, and pricing. This extension offer will be provided to the completion of year 10.

**Compliance with Federal and State Procurement Regulations.** The Parties acknowledge that this agreement is executed pursuant to the terms of MASTER AGREEMENT and ITB #142-17 and shall incorporate the terms of these documents subject to the order of precedence defined herein.

**Order of Precedence.** If there is a conflict between the body of this Agreement and any of the Exhibits attached hereto, then the higher level document will supersede any of the lower level documents in accordance with the following order of precedence, from highest to lowest:

- (a) Federally Required Clauses;
- (b) MASTER AGREEMENT
- (c) Ohio Department of Transportation ITB #142-17;
- (d) The body of this Agreement;
- (e) Additional exhibits; and
- (f) Exhibit E – Proposal;

provided that, if the terms related to Licensed Software or Support Services (including warranties), in whole or in part, described in Exhibit E are more favorable to Licensee than those set forth in the body of this Agreement, Exhibit A or Exhibit B, then Exhibit E shall control with respect to such conflict.

**Acceptance.** All acceptance shall be provided in writing by the Licensee. Unless otherwise stated, no Licensee may permit the commencement of the provision of any goods or services by the Licensor without the written concurrence of the Ohio Department of Transportation Office of Transit (ODOT). The agreement between the Licensee and Licensor does not guarantee that funds will be expended on the contract unless accompanied by a signed letter of concurrence from ODOT. Lack of any written

concurrency from the Licensee or ODOT within a defined time period shall not constitute acceptance under any circumstances

**Payment and Milestones.** The parties shall agree for progressive payments to be made upon satisfactory completion of the following milestones at the mutual discretion of the Licensee and ODOT:

MAJOR ACTIVITY MILESTONE DESCRIPTION	DUE DATE	PAYMENT SCHEDULE
Vendor Contract Signed	June 30, 2017	
Notice to Proceed		35%
Phase I: Going Live with Trip Master	0 – 4 week from Notice to Proceed	55%
Phase II: Going Live with Tablets	4 – 6 weeks from Notice to Proceed	10%

Licensor understands and agrees that Licensee is prohibited from providing any type of advance payment. Terms of all payments shall be Net 30.

**Assignment.** Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor who acquired substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.

**Termination for Convenience of Licensee.** The Licensee may terminate this contract any time by a notice in writing that shall specify the effective date thereof, from Licensee to the Licensor, at least thirty (30) days before the effective date of such termination. In that event, any goods accepted by Licensee prior to the effective date of the termination shall become Licensee's property and the Licensor shall be entitled to receive just and equitable compensation therefore and for any services accepted by Licensee prior to the effective date; provided that the amount of such compensation shall not, in any event, exceed the maximum aggregate compensation payable by Licensee to Licensor, properly attributable to the goods

and/or services so accepted.

Neither the acceptance, by Licensee, of any goods and/or services; the payment, by Licensee, for any goods and/or services; nor both acceptance and payment, shall be deemed to waive, to compromise, or to affect in any manner the liability of the Licensor for any breach of contract, of warranty, or both of contract and of warranty.

**Indemnification by Licensor.** Licensor shall to the extent allowed by law indemnify, defend and hold harmless Licensee and ODOT, and its officers, directors, employees and agents, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense ("Damages").

**Indemnification by Licensee and ODOT.** Licensee and ODOT are public entities, or grantees of public funds, subject to the laws and regulations of the State of Ohio and are not permitted to indemnify the Licensor under any circumstances.

**Counterparts; Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Licensor**

**Licensee**

Name: Adam Fox  
\_\_\_\_\_  
Foxster Solutions, Inc. dba CTS Software\_\_\_\_\_

Name: Eric L. Wobser

Signature: 

Signature: \_\_\_\_\_

Title: CEO

Title: City Manager

Date: June 28, 2017

Date: \_\_\_\_\_