



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 29, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, D. Brady, N. Twine, D. Murray, W. Poole, G. Lockhart & D. Waddington
APPROVAL OF MINUTES	May 14, 2018
PROCLAMATION	'Click It or Ticket' Mobilization Weeks
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Kelly Kresser, Clerk of the Commission

LIQUOR PERMIT TRANSFERS

It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing for transfer of the following liquor permits:

- **D5A** (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m. for hotel or motel with 50 or more rooms for transient guests*) and **D6** (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) from Cedar Fair LP dba Castaway Bay to Millennium Operations, LLC dba Castaway Bay, 2001 – 2003 Cleveland Road;
- **C1** (*beer only in original sealed container for carryout only*) and **C2** (*wine and mixed beverages in sealed containers for carryout*) from Cedar Fair LP dba Lighthouse Point Store to Millennium Operations LLC dba Lighthouse Point Store, 1 Cedar Point Drive;
- **D5A** (*spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m. for hotel or motel with 50 or more rooms for transient guests*) and **D6** (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) from Cedar Fair LP dba Surf Lounge and TGI Fridays to Millennium Operations LLC dba Surf Lounge, TGI Fridays, 1 Cedar Point Drive; and
- **C1** (*beer only in original sealed container for carryout only*) **C2** (*wine and mixed beverages in sealed containers for carryout*) and **D6** (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) from Cedar Fair LP dba Breakers Express Store to Millennium Operations LLC dba Breakers Express Store, 1201 Cedar Point Drive.

B. Submitted by Kelly Kresser, Clerk of the Commission

NEW LIQUOR PERMIT

It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing for a new **C1** (*beer only in original sealed container for carryout only*) liquor permit for Sodosopa LLC dba Sip and Spin, 151 East Market Street.

C. Submitted by Trevor Hayberger, Assistant Law Director

ELECTRIC SERVICE FOR CITY'S LARGEST ACCOUNTS WITH FIRST ENERGY SOLUTIONS

Budgetary Information: Based on 10,100,000 kilowatt hours, it is estimated to save the city \$137,000 per year and \$411,000 over the three year term.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and ratifying an agreement with FirstEnergy Solutions Corp., of Akron, Ohio, for electric service for the city's largest accounts located in the City of Sandusky for the period of June, 2018 to June, 2021; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Aaron Klein, Director of Public Works

GRANT APPLICATION TO GREAT LAKES RESTORATION INITIATIVE FOR SANDUSKY RUNOFF

Budgetary Information: The estimated cost of the project is \$125,000 of which \$100,000 will initially be paid with city fund and then reimbursed through the grant program and the remaining balance of \$25,000 will be paid with storm water funds from the sewer fund. A requirement of the grant is that the city provide a minimum of a twenty percent match.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application to the U.S. Forest Service for financial assistance through the 2018 Great Lakes Restoration Initiative to support the city's runoff reduction through the strategic tree planting project; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Aaron Klein, Director of Public Works

AMENDMENT TO ORDINANCE FOR TRUCK PURCHASE (ADDITIONAL \$3,000)

Budgetary Information: The total cost of \$35,270.88 will be paid from sewer funds and was budgeted in the capital improvement plan and accounted for in the 2018 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 18-102, passed on May 14, 2018, for the purchase of 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.

REGULAR AGENDA

SECOND READING

ITEM #1

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 #2 - Submitted by Arielle Blanca, Community Development Manager

FY 2018 CDBG ONE-YEAR ACTION PLAN

Budgetary Information: There is no impact on the city's general fund. All projects in the program will be paid for with CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept an entitlement grant in the amount of \$719,873 total Community Development Block Grant funds for the program year of July 1, 2018 through June 30, 2019, and to submit to the United States Department of Housing & Urban Development a FY 2018 one-year Action Plan and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Amanda McClain, Housing Manager

SALE OF PARCEL THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title search, lot combination and survey, closing costs, deed preparation and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately \$184.66 per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #57-00924.000, located at 1812 First Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Matt Lasko, Chief Development Officer

CDBG FY 2017 ASBESTOS ABATEMENT & DEMOLITION PROJECT #2

Budgetary Information: The project cost based on the bid, including advertisement and miscellaneous costs is \$184,182. This project will be paid for with \$150,062 of FY 2017 Community Development Block Grant funds and \$34,120 of EMS funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ed Burdue & Co., LLC, of Sandusky, Ohio, for the CDBG FY 2017 demolition project #2; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Matt Lasko, Chief Development Officer

GRANT AGREEMENT WITH HAVIN FUN TOO, LLC FOR PROPERTY LOCATED AT 101 EAST WATER STREET

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

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the small business assistance grant program to HavinFun Too, LLC, in relation to the property located at 101 East Water Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Matt Lasko, Chief Development Officer

DESIGN/BUILD AGREEMENT WITH GEOGRAPH INDUSTRIES, INC. FOR SIGNAGE FOR NEW CITY ADMINISTRATIVE FACILITY

Budgetary Information: The cost of the proposed design, build and install of the project is not to exceed \$118,740. The project will be expended from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a design-build contract with Geograph Industries, Inc. of Harrison, Ohio, for the City Hall signage and wayfinding project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Hank Solowiej, Finance Director

APPROPRIATION ORDINANCE AMENDMENT #1

Budgetary Information: Appropriation amendments are required to update the budget for previous actions of the city. Examples include but are not limited to: West side connectivity project, parks capital improvements, transit OTPPP grant and TIGER software grant, Safe Routes to Schools project, Police Department SUV's, Police Department Lexipol implementation and underground storage tank grant.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment #1 to Ordinance No. 18-066 passed by this City Commission on March 26, 2018, making general appropriations for the fiscal year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 – Submitted by Todd Gibson, Facilities & Properties Supervisor

FLEET MAINTENANCE AGREEMENTS WITH CITY OF HURON & MARGARETTA TOWNSHIP

Budgetary Information: No general fund money will be required for this agreement. The City of Sandusky will charge the City of Huron and Margaretta Township \$75 per hour for labor in quarterly increments. Huron and Margaretta shall be charged a ten percent administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles.

A. ORDINANCE NO. _____: It is requested an ordinance be passed approving and authorizing the execution of an intergovernmental agreement with the City of Huron to provide routine maintenance service and repairs for the city of Huron's Fire Department vehicles beginning January 1, 2018, through December 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. ORDINANCE NO. _____: It is requested an ordinance be passed approving and authorizing the execution of an intergovernmental agreement with Margaretta Township to provide routine maintenance service and repairs for Margaretta Township's Fire Department vehicles beginning January 1, 2018, through December 31, 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #9 – Submitted by Aaron Klein, Director of Public Works

2018 TREE AND STUMP REMOVAL PROJECT

Budgetary Information: The engineers estimate of cost for the 2018 tree and stump removal project is \$74,345 which shall be paid for out of the capital projects fund (Issue 8 infrastructure).

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed 2018 tree and stump removal 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 #10 – Submitted by Todd Gibson, Facilities & Properties Supervisor

INCREASE IN CHARGES AT OAKLAND CEMETERY & MEMORIAL PARK

Budgetary Information: The newly generated funds will be allocated as follows: 75% to the general cemetery fund and 25% to the Cemetery endowment fund.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the new fee schedule as recommended by the Cemetery Board for the Oakland Cemetery & Memorial Park Rules & Regulations; 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
EXECUTIVE SESSION(S)
ADJOURNMENT

Open discussion on any item (5 minute limit)

Buckeye Broadband broadcasts on Channel 76:

Tuesday, May 29 at 8:30 p.m.
Monday, June 4 at 8:30 p.m.

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

PROCLAMATION

WHEREAS, the safety and security of the citizens of the City of Sandusky and the surrounding areas are vitally important; and

WHEREAS, a large percentage of our citizens regularly drive or ride in motor vehicles on our roadways; and

WHEREAS, the use of seat belts in passenger vehicles saved an estimated 14,688 lives in 2016; and

WHEREAS, regular seat belt use is the single most effective way to reduce injuries and fatalities in motor vehicle crashes; and

WHEREAS, the use of seat belts is supported by the laws of the City of Sandusky; and

WHEREAS, May 21 through June 3, 2018, has been selected as the national **Click It or Ticket** mobilization enforcement period; and

WHEREAS, across the country, law enforcement officers will actively be participating in the mobilization to ensure all motor vehicle occupants are buckled up day and night to reduce the risk of injury and death caused in traffic crashes; and

WHEREAS, increased enforcement of seat belt laws coupled with publicity has proven to be an effective method to increase seat belt use rates and decrease fatal crashes;

NOW THEREFORE, I, Dennis E. Murray – President of the Sandusky City Commission - do hereby proclaim and announce May 21 through June 3, 2018, as the

“Click It or Ticket Mobilization Weeks”

in the City of Sandusky, and urge all citizens to always wear seat belts when driving or riding on our roadways.

Dated this 29th day of May, 2018.

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

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

59819200015		TRFO		MILLENNIUM OPERATIONS LLC DBA CASTAWAY BAY INDOOR POOL & INDOOR WATER PARK WALKWAY & PATIOS 2001 - 2003 CLEVELAND RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02 01 2018				
ISSUE DATE				
05 10 2018				
FILING DATE				
D5A D6		PERMIT CLASSES		
22	077	B	F20347	
TAX DISTRICT		RECEIPT NO.		

FROM 05/14/2018

13502900015				CEDAR FAIR L P DBA CASTAWAY BAY INDOOR POOL & INDOOR WATER PARK WALKWAY & PATIOS 2001 - 2003 CLEVELAND RD SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02 01 2018				
ISSUE DATE				
05 10 2018				
FILING DATE				
D5A D6		PERMIT CLASSES		
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 05/14/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/14/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. **B TRFO 5981920-0015**
REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

SEARCH CRITERIA**Permit Number**

59819200015

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 59819200015; Name: MILLENNIUM OPERATIONS LLC; DBA: DBA CASTAWAY BAY INDOOR POOL & INDOOR WATER PARK; Address: WALKWAY & PATIOS SANDUSKY 44870		
BRIAN C WITHEROW		VICE PRES.
DUFFIELD E MILKIE		VICE PRES
RICHARD A ZIMMERMAN		CEO
CEDAR FAIR LP	5% MEMBER	
CEDAR FAIR SOUTHWEST INC	5% MEMBER	
MICHIGANS ADVENTURE INC	5% MEMBER	
MAGNUM MANAGEMENT CORP	MANAGE MEM	

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OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-3005
(614)644-2350 FAX (614)644-3156

TO

59819200010		TRFO
PERMIT NUMBER		TYPE
02	01	2018
ISSUE DATE		
05	10	2018
FILING DATE		
C1	C2	
PERMIT CLASSES		
22	077	B
TAX DISTRICT		RECEIPT NO.
		F20346

MILLENNIUM OPERATIONS LLC
DBA LIGHTHOUSE POINT STORE
1 CEDAR POINT DR
PO BOX 5006
SANDUSKY OHIO 44870



FROM 05/14/2018

13502900020		
PERMIT NUMBER		TYPE
02	01	2018
ISSUE DATE		
05	10	2018
FILING DATE		
C1	C2	
PERMIT CLASSES		
22	077	
TAX DISTRICT		RECEIPT NO.

CEDAR FAIR L P
DBA LIGHTHOUSE POINT STORE
1 CEDAR POINT DR
PO BOX 5006
SANDUSKY OHIO 44870



MAILED 05/14/2018

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IMPORTANT NOTICE

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WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. B TRFO 5981920-0010
REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

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SEARCH CRITERIA**Permit Number**

59819200010

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 59819200010; Name: MILLENNIUM OPERATIONS LLC; DBA: DBA LIGHTHOUSE POINT STORE; Address: 1 CEDAR POINT DR SANDUSKY 44870		
BRIAN C WITHEROW		VICE PRES.
DUFFIELD E MILKIE		VICE PRES
RICHARD A ZIMMERMAN		CEO
CEDAR FAIR LP	5% MEMBER	
CEDAR FAIR SOUTHWEST INC	5% MEMBER	
MICHIGANS ADVENTURE INC	5% MEMBER	
MAGNUM MANAGEMENT CORP	MANAGE MEM	

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OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

59819200020		TRFO		MILLENNIUM OPERATIONS LLC DBA SURF LOUNGE BAR 1 TGI FRIDAYS BAR 2 1 CEDAR POINT DR ENTIRE COMPLEX PO BOX 5006 SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2018		
ISSUE DATE				
05	10	2018		
FILING DATE				
D5A D6				
PERMIT CLASSES				
22	077	B	F20348	
TAX DISTRICT		RECEIPT NO.		

FROM 05/14/2018



13502900005				CEDAR FAIR L P DBA SURF LOUNGE BAR 1 TGI FRIDAYS BAR 2 1 CEDAR POINT DR ENTIRE COMPLEX PO BOX 5006 SANDUSKY OHIO 44870
PERMIT NUMBER		TYPE		
02	01	2018		
ISSUE DATE				
05	10	2018		
FILING DATE				
D5A D6				
PERMIT CLASSES				
22	077			
TAX DISTRICT		RECEIPT NO.		



MAILED 05/14/2018

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WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. B TRFO 5981920-0020

REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

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SEARCH CRITERIA**Permit Number**

59819200020

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 59819200020; Name: MILLENNIUM OPERATIONS LLC; DBA: DBA SURE LOUNGE BAR 1 TGI FRIDAYS BAR 2; Address: 1 CEDAR POINT DR ENTIRE COMPLEX SANDUSKY 44870		
BRIAN C WITHEROW		VICE PRES.
DUFFIELD E MILKIE		VICE PRES.
RICHARD A ZIMMERMAN		CEO
CEDAR FAIR LP	5% MEMBER	
CEDAR FAIR SOUTHWEST INC	5% MEMBER	
MICHIGAN C ADVENTURE INC	5% MEMBER	
MAGNUM MANAGEMENT CORP	MANAGE MEM	

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6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

59819200005		TRFO	MILLENNIUM OPERATIONS LLC
PERMIT NUMBER		TYPE	DBA BREAKERS EXPRESS STORE
02	01	2018	& STORAGE ROOM
ISSUE DATE		1201 CEDAR POINT DR	
05	10	2018	SANDUSKY OH 44870
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077	B	F20345
TAX DISTRICT			RECEIPT NO.



FROM 05/14/2018

13502900041			CEDAR FAIR LP
PERMIT NUMBER		TYPE	DBA BREAKERS EXPRESS STORE
02	01	2018	& STORAGE ROOM
ISSUE DATE		1201 CEDAR POINT DR	
05	10	2018	SANDUSKY OH 44870
FILING DATE			
C1	C2	D6	
PERMIT CLASSES			
22	077		
TAX DISTRICT			RECEIPT NO.



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(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

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SEARCH CRITERIA**Permit Number**

59819200005

Permit Name / DBA**Member / Officer Name****Search****Reset****Main Menu**

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 59819200005; Name: MILLENNIUM OPERATIONS LLC; DBA: DBA BREAKERS EXPRESS STORE & STORAGE ROOM; Address: 1201 CEDAR POINT DR SANDUSKY 44870		
BRIAN C WITHEROW		VICE PRES.
DUFFIELD MILKIE		VICE PRES.
RICHARD A ZIMMERMAN		CEO
CEDAR FAIR LP	5% MEMBER	
CEDAR FAIR SOUTHWEST INC	5% MEMBER	
MICHIHANS ADVENTURE INC	5% MEMBER	
MAGNUM MANAGEMENT CORP	MANAGE MEM	

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Kelly Kresser

From: Casey Sparks
Sent: Tuesday, May 15, 2018 2:53 PM
To: John Orzech; Kelly Kresser; Richard Wilcox; Stephen Rucker
Subject: RE: Liquor Permits

The property is zoned as "CR" Commercial Recreation which would permit the sale of beer and wine.

From: John Orzech
Sent: Tuesday, May 15, 2018 2:43 PM
To: Kelly Kresser <kkresser@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Subject: RE: Liquor Permits

No issues from police.

JOHN ORZECZ | *Chief of Police*
SANDUSKY POLICE DEPT.
222 MEIGS STREET | SANDUSKY, OH 44870
DESK (419) 627-5869 | FAX (419) 627-5862



From: Kelly Kresser
Sent: Tuesday, May 15, 2018 11:51 AM
To: Richard Wilcox <rwilcox@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Subject: Liquor Permits

Attached are four liquor permit transfers for Cedar Fair as follows:

1. From Cedar Fair LP dba Castaway Bay to Millennium Operations LLC dba Castaway Bay (*D5A - Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers until 2:30 a.m. & D6 - sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*)
2. From Cedar Fair LP dba Lighthouse Point Store to Millennium Operations LLC dba Lighthouse Point Store (*C1 – Beer only in original sealed container for carryout only & C2 – wine and mixed beverages in sealed containers for carryout*)
3. From Cedar Fair LP dba Surf Lounge to Millennium Operations, LLC dba Surf Lounge (*D5A – Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original*

sealed containers until 2:30 a.m. & D6 – Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)

4. From Cedar Fair LP dba Breakers Express Store to Millennium Operations LLC dba Breakers Express Store (*C1 – Beer only in original sealed container for carryout only, C2 – Wine and mixed beverages in sealed containers for carryout & D6 – Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight)*)

Please provide comments to me regarding these Permit transfers.

Kelly Kresser

From: Richard Wilcox
Sent: Tuesday, May 15, 2018 2:19 PM
To: Kelly Kresser; John Orzech; Stephen Rucker; Casey Sparks
Subject: Re: Liquor Permits

No issues from fire.

Get [Outlook for iOS](#)

From: Kelly Kresser
Sent: Tuesday, May 15, 2018 11:50:59 AM
To: Richard Wilcox; John Orzech; Stephen Rucker; Casey Sparks
Subject: Liquor Permits

Attached are four liquor permit transfers for Cedar Fair as follows:

1. From Cedar Fair LP dba Castaway Bay to Millennium Operations LLC dba Castaway Bay (*D5A - Spirituous liquor for on premises consumption only, beer, wine and mixed beverages for on premises or off premises in original sealed containers until 2:30 a.m. & D6 - sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*)
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Please provide comments to me regarding these Permit transfers.

Kelly Kresser

From: John Orzech
Sent: Tuesday, May 15, 2018 2:43 PM
To: Kelly Kresser; Richard Wilcox; Stephen Rucker; Casey Sparks
Subject: RE: Liquor Permits

No issues from police.

JOHN ORZECH | *Chief of Police*
SANDUSKY POLICE DEPT.
222 MEIGS STREET | SANDUSKY, OH 44870
DESK (419) 627-5869 | FAX (419) 627-5862



From: Kelly Kresser
Sent: Tuesday, May 15, 2018 11:51 AM
To: Richard Wilcox <rwilcox@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Casey Sparks <csparks@ci.sandusky.oh.us>
Subject: Liquor Permits

Attached are four liquor permit transfers for Cedar Fair as follows:

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Please provide comments to me regarding these Permit transfers.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX (614)644-3156

TO

8356599		NEW		SODOSOPA LLC DBA SIP AND SPIN 151 E MARKET ST SANDUSKY OH 44870
PERMIT NUMBER		TYPE		
ISSUE DATE				
05 07 2018				
FILING DATE				
C1				
PERMIT CLASSES				
22	077	B	B94794	
TAX DISTRICT		RECEIPT NO.		



FROM 05/09/2018

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 05/09/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 06/11/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING. **B NEW 8356599**
REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

Searching Instructions

Enter the known information and click the "Search" button. For best results, search only ONE criteria at a time. If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
Permit Number	8356599
Permit Name / DBA	
Member / Officer Name	

[Search](#)[Reset](#)[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 8356599; Name: SODOSOPA LLC; DBA: DBA SIP AND SPIN; Address: 151 E MARKET ST SANDUSKY 44870		
JOHN M FELTER	5% VOTING	
LISA M FELTER	5% VOTING	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)

Kelly Kresser

From: John Orzech
Sent: Friday, May 11, 2018 5:20 PM
To: Casey Sparks; Stephen Rucker; Richard Wilcox; Kelly Kresser
Subject: Re: Liquor Permit

No issues from Police

Get [Outlook for Android](#)

From: Kelly Kresser
Sent: Friday, May 11, 2018 10:24:41 AM
To: Casey Sparks; John Orzech; Stephen Rucker; Richard Wilcox
Subject: Liquor Permit

Attached is a notice from the Ohio Division of Liquor Control for a new C1 liquor permit for Sodosopa, LLC dba Sip & Spin, 151 East Market Street.

Please provide comments specific to this from your department.

Kelly Kresser

From: Casey Sparks
Sent: Friday, May 11, 2018 2:29 PM
To: Kelly Kresser
Subject: RE: Liquor Permit

Kelly,

This property is zoned as DBD Downtown Business District which would permit the sale of beer, wine, and mixed drinks. Please let us know if you have any questions or concerns.

Best Regards,

Casey Sparks
Chief Planner
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870
419-627-5715

From: Kelly Kresser
Sent: Friday, May 11, 2018 10:25 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>
Subject: Liquor Permit

Attached is a notice from the Ohio Division of Liquor Control for a new C1 liquor permit for Sodosopa, LLC dba Sip & Spin, 151 East Market Street.

Please provide comments specific to this from your department.

Kelly Kresser

From: Stephen Rucker
Sent: Friday, May 11, 2018 1:40 PM
To: Kelly Kresser; Casey Sparks; John Orzech; Richard Wilcox
Subject: RE: Liquor Permit

No issues from my office.



Steve Rucker | *Fire Marshal*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5823 | F: 419.627.5820
srucker@ci.sandusky.oh.us
www.ci.sandusky.oh.us

From: Kelly Kresser
Sent: Friday, May 11, 2018 10:25 AM
To: Casey Sparks <csparks@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Richard Wilcox <rwilcox@ci.sandusky.oh.us>
Subject: Liquor Permit

Attached is a notice from the Ohio Division of Liquor Control for a new C1 liquor permit for Sodosopa, LLC dba Sip & Spin, 151 East Market Street.

Please provide comments specific to this from your department.



LAW DEPARTMENT

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

To: Eric L. Wobser, City Manager

From: Trevor M. Hayberger, Assistant Law Director

Date: May 15, 2018

Subject: May 29, 2018, Agenda Item – Agreement with FirstEnergy Solutions Corp. for City's Large Accounts

Item for Consideration: Legislation ratifying an agreement with FirstEnergy Solution Corp. for services related to electric service for the City's largest accounts for the time period of June 2018 through June 2021. The service addresses are as follows:

- 222 Meigs Street (City Building)
- 304 Harrison Street (Water Pollution Control Plant)
- 1024 Cement Avenue (Service Center)
- 600 W Market Street (Central Fire Station)
- 101 Cedar Point Drive (Pier Track Sewer Pump Station)
- 2425 First Street (Big Island Water Works)

Background Information: Buckeye Energy Brokers, Inc. provides energy brokerage and electric aggregation services to the City to reduce the cost per energy unit consumed. Buckeye Energy Brokers recently issued a Request for Proposals for the City's large electric accounts as the current agreement expires this June and recommended a 36 month term with FirstEnergy Solutions. This City Commission passed a motion at their meeting on May 14, 2018, approving the award to FirstEnergy Solutions Corp. at 4.70 cents/kWh for 36 months. The pricing proposals were received just prior to the meeting and are only good for 24 hours.

Budgetary Information: Based on 10,100,000 kWhs, it is estimated to save the City \$137,000 per year and \$411,000 over the three (3) year term.

Action Requested: It is requested that an Ordinance be passed ratifying the execution of an agreement with FirstEnergy Solutions Corp. for services related to electric service for the City's largest accounts for the period of June 2018 through June of 2021. It is further requested that this Ordinance be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the award and execution of the agreement to lock in the prices and maximize the savings.

I concur with this recommendation:

Justin D. Harris, Law Director

Eric L. Wobser, City Manager

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



Buckeye Energy Brokers, Inc.

Thomas M. Bellish, President
66 East Mill Street
Akron, Ohio 44336
(330) 730-4338
Bellish@BuckeyeEnergyBrokers.com

April 18, 2018

Buckeye Energy Brokers, Inc. is pleased to work with the City of Sandusky. Recently, we have sent out a request for proposals again to the three top bidders from April for the city buildings and the responses are below.

Electric Account Request For Proposal Results Contract Start: June 2018		
SUPPLIER	PRICE OPTIONS*	TERMS AND CONDITIONS
AEP Energy	4.846 cents/kWh, 24 months 4.709 cents/kWh, 36 months 4.711 cents/kWh, 48 months	Fixed, with pass thru PJM cost adjustments
FirstEnergy Solutions	4.83 cents/kWh, 24 months 4.70 cents/kWh, 36 months 4.92 cents/kWh, 48 months	Fixed, additional pass-thru costs not expected
Direct Energy	5.059 cents/kWh, 24 months 4.897 cents/kWh, 36 months	Fixed, with pass thru PJM cost adjustments

****All Prices Subject to Change***

Based on today's updated responses, Buckeye Energy Brokers recommends a 36 month term with FirstEnergy Solutions. Based on 10,100,000 kWhs, **it is expected to save \$137,000 over the next year and \$411,000 over the three year term.** The FirstEnergy Solutions offer also has slightly better terms and conditions. If you have any questions or need additional information, do not hesitate to call me at (330) 730-4338.

Sincerely,

Thomas M. Bellish
President

Buckeye Energy Brokers, Inc.

Services

Deregulated Energy

- Consulting
- Aggregation
- Procurement
- Energy Efficiency Programs

Benefits

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

Proven Expertise

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND RATIFYING AN AGREEMENT WITH FIRST ENERGY SOLUTIONS CORP., OF AKRON, OHIO, FOR ELECTRIC SERVICE FOR THE CITY'S LARGEST ACCOUNTS LOCATED IN THE CITY OF SANDUSKY FOR THE PERIOD OF JUNE 2018 TO JUNE 2021; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's largest service accounts are City Hall, the Water Pollution Control Plant, Service Center, Central Fire Station, the Pier Track Sewer Pump Station located on Cedar Point Drive and the Big Island Water Works; and

WHEREAS, the City Commission previously approved an agreement with Direct Energy Business LLC, for electric service for the period of June 2015 to June 2018 for the City's largest accounts at the price of 5.968 cents/kWh by Ordinance No. 15-061, passed on April 27, 2015; and

WHEREAS, Buckeye Energy Brokers, Inc. provides energy brokerage and electric aggregation services to the City for the purpose to reduce the cost per energy unit consumed and recently submitted a Request for Proposals (RFP) for the City's largest electric accounts and are recommending a three (3) year term with FirstEnergy Solutions at a price of 4.70 cents/kWh; 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 ratify the award and execution of the agreement to lock in the prices and maximize the savings; and

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

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

Section 1. This City Commission hereby approves and ratifies the execution of the Customer Supply Agreement with FirstEnergy Solutions Corp., of Akron, Ohio, for electric service for the period of June 2018 to June 2021 for the City's services located at 222 Meigs Street (City Hall), 304 Harrison Street (Water Pollution Control Plant), 1024 Cement Avenue (Service Center), 600 W. Market Street (Central Fire Station), 101 Cedar Point Drive (Pier Track Sewer Pump Station) and 2425 First Street (Big Island Water Works), a copy of which is

attached to this Ordinance, marked Exhibit "1", 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 terms of this Ordinance.

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

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

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

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

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

Passed: May 29, 2018

FirstEnergy Solutions Corp.

Customer Supply Agreement

This Customer Supply Agreement ("Agreement") is between **FirstEnergy Solutions Corp.**, an Ohio corporation with its principal offices located in Akron, Ohio ("Supplier"), and City of Sandusky, a customer with its principal office located in Sandusky, OH ("Customer") made effective this 15th day of May 2018 ("Effective Date"). Supplier and Customer are sometimes referred to individually as "Party" or collectively as "Parties."

This Agreement sets forth the terms under which the Supplier shall provide and Customer shall pay for competitive energy supply ("Electricity Supply"). In addition to the terms and conditions set forth below, additional pricing and other product information is set forth in completed pricing attachment(s), which may be in multiple parts reflecting different service addresses and/or time periods ("Pricing Attachment") and executed by the Parties from time to time, all of which are incorporated herein by reference. Customer hereby authorizes Supplier to become Customer's Electricity Supplier for the Term of this Agreement.

Now therefore, for good and sufficient consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

Term of Agreement:

1. This Agreement shall commence on the Effective Date and shall remain in effect until the meter reading date in the latest End Month as set forth in any executed Pricing Attachment(s) ("Term"), unless terminated earlier by either Party as expressly permitted by this Agreement. Electricity Supply from Supplier to Customer under this Agreement shall commence on the date the local electric distribution utility ("Electric Utility") switches the Customer to Supplier for Electricity Supply. The earliest date that Customer could be switched is upon its meter read date that occurs during the month listed on the Pricing Attachment as the "First Commencement Month" ("First Commencement Month").
2. During the Term, if Customer intends to voluntarily terminate service with its Electric Utility at one or more of its individual service address(es), listed on the Pricing Attachment, with the Electric Utility, Customer shall provide Supplier with at least sixty (60) days advance written notice of such termination. As long as notice has been given, such termination of an individual Service Address will not constitute default. This paragraph does not provide for a termination for convenience nor does it apply to disconnections by the Electric Utility for nonpayment, fraud, or similar reasons.
3. If Supplier and Customer wish to add an individual service address(es) to the Pricing Attachment or enter into a new Pricing Attachment for an existing service address, Supplier and Customer must execute a mutually agreeable amendment to this Agreement, which may include changes to price, terms, and conditions, and which may be in the form of a new Pricing Attachment.
4. Expiration or termination of this Agreement for any reason shall not relieve either Party of any obligation that arose prior to such expiration or termination, or performance of any obligation under this Agreement that by its terms survives such expiration or termination.
5. The Parties agree that the Electric Utility determines when the Customer will be switched to Supplier for its Electricity Supply, and that such switch will occur in accordance with the Electric Utility's rules and practices regarding the switching of customers to suppliers, and that Supplier has no liability related to the date upon which the Electric Utility determines to switch the Customer. The First Commencement Month set forth on the Pricing Attachment is only an estimate of the expected month when Customer may be switched by the Electric Utility, on its regularly scheduled meter read date, to Supplier for Electricity Supply. Supplier reserves the right to reprice the Electricity Supply with respect to the Service Address(es) for which Customer's switch to Supplier did not occur during the First Commencement Month. If Supplier elects to reprice, Supplier will notify Customer in writing of the new price. Customer must accept or reject such new price within ten (10) days of notice from Supplier. If Customer rejects, the Agreement with respect to the affected Service Address(es) is terminated without cost or penalty to either Party. If Customer accepts, or does not

respond within the ten (10) day period, the Agreement with respect to the affected Service Address(es) shall remain in full force and effect utilizing the new price.

Supplier Electricity Supply Obligations:

6. Supplier shall provide for the delivery of Electricity Supply to the Delivery Point, as defined below, and shall be responsible for the transmission and other costs or charges, as described below, imposed on or associated with the delivery of the electricity to the Delivery Point. The delivery point is defined as the electric system interconnection of the Customer's Electric Utility where the Electric Utility takes possession of the electricity from Supplier for delivery to the Customer ("Delivery Point"). Supplier agrees to provide those components of Electricity Supply necessary to satisfy the requirements of the Customer's Electric Utility and/or Independent System Operator/regional transmission entity ("ISO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier in place on the Effective Date ("Full Requirements Service"). These components may include electric energy, ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO/ Electric Utility administration fees, and green power requirements. Changes to such existing requirements, and charges related thereto, are addressed in and subject to paragraph 31, below.

Customer Obligations:

7. Customer agrees to purchase Full Requirements Service for all service addresses listed on the Pricing Attachment(s) at the price listed thereon for the Term in accordance with the terms and conditions of this Agreement. Should Customer i) install and operate cogeneration, ii) self-generate, or iii) obtain generation from another entity, any of which changes Customer's electric load characteristics as compared to their historical load characteristics, Customer shall immediately advise Supplier of such load change and Supplier, at its option, may adjust Customer's Electric Supply pricing and billing accordingly.

8. Customer is responsible for all costs and expenses of its electricity usage not covered in paragraph 6 above, including without limitation, any applicable competitive transition charges or similar charges.

9. Customer is responsible for providing Supplier with accurate information, including but not limited to, Customer's account/customer number, data about meter reading, type of meter, service or rate classification, and electric usage prior to pricing the Electricity Supply.

10. Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. Upon termination of this Agreement, if Customer has not selected another supplier, Customer will be returned to the Electric Utility's standard offer service.

Metering:

11. Metering of Customer's electricity usage shall be performed by the Electric Utility through Electric Utility meters. Billing for Electricity Supply, whether billed by Supplier ("Dual Billing") or the Electric Utility ("Consolidated Billing"), will be based on Electric Utility actual or estimated meter readings (including any Electric Utility adjustments thereto) performed by the Electric Utility in accordance with the Electric Utility retail electric service tariff. Customer hereby consents to Supplier's access to any and all Customer information for purposes of fulfilling its obligations under this Agreement, including, without limitation, metered data, passwords, billing and/or other information necessary for scheduling, forecasting and serving Customer's electrical load and usage.

12. If the Electric Utility requires Customer to install additional metering and/or related equipment at any service address, Customer will be solely responsible for all charges and arrangements required by the Electric Utility.

13. Supplier, at its expense, shall have the right to install and remove special metering at any service address(es) with at least thirty (30) days' notice to the Customer at a mutually agreeable time and location. Such metering shall remain the property of Supplier. Supplier, upon termination of this Agreement, will restore the metering site to its pre-existing condition.

Billing and Payment:

14. The Parties agree that this Agreement is not enforceable without a completed Pricing Attachment(s).

15. Supplier shall bill or cause Customer to be billed for Electricity Supply in accordance with the terms and conditions of this Agreement. Supplier may correct bills due to errors made in the meter reading information or billing process.

16. Under Consolidated Billing, the Customer shall be billed and agrees to pay for Electricity Supply in accordance with the Electric Utility's tariff, which includes, without limitation, when payment is due and late payment charges.
17. Under Dual Billing, Supplier will separately bill Customer for Electricity Supply after receiving monthly billing determinants from the Electric Utility, subject to any Electric Utility estimates or corrected readings. Invoices are due and payable upon receipt. The final date for payment of the net amount as shown on the invoice is twenty-one (21) days from the invoice date ("Due Date"). Payments not received by Supplier by the Due Date shall be subject to a late payment charge of 1.5% per month or the maximum amount permitted by law, whichever is less, on the unpaid amount. If requested by Supplier and if Customer is reasonably able, Customer shall utilize Supplier's electronic invoice presentment and payment program to receive invoices and submit payment.
18. In the event any portion of any invoice is in dispute, the Customer shall pay the undisputed amount and Parties in good faith shall attempt to resolve the dispute. If the dispute is not resolved, each Party may pursue any and all remedies available to it. Upon resolution and determination of the correct invoice amount, the proper adjustment shall either be applied to a subsequent invoice or separately paid/refunded within thirty (30) days of the resolution.
19. Under Dual Billing, Supplier shall have the right to estimate usage for purposes of billing provided that a reconciliation between actual and estimated usage occurs within sixty (60) days of the receipt by Supplier of actual billing determinants.
20. Supplier reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment.
21. Under Dual Billing, a check received in payment of a Customer's account which is returned to Supplier unpaid by the Customer's bank and which cannot be redeposited by Supplier for payment will result in an additional \$25 charge or the maximum permitted by law, whichever is less, for the returned check. Such charge will be added to the Customer's account balance.

Creditworthiness:

22. Supplier may request that Customer provide financial information sufficient for Supplier to complete a credit review prior to providing the services hereunder. If, at any time during the term of this Agreement, Supplier has reasonable concerns about the creditworthiness of Customer, Supplier will provide Customer with written notice of its reasonable concern as to Customer's creditworthiness. Supplier and Customer shall meet within five (5) business days or as soon as reasonably possible to discuss Customer's creditworthiness. If Supplier is not satisfied regarding Customer's continued ability to perform following such meeting and review, Supplier may require that Customer provide reasonable credit assurance(s), in an amount determined by and a form acceptable to Supplier in a commercially reasonable manner including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurance(s) is not provided within seven (7) days of being requested by Supplier, then such failure shall be deemed a default under this Agreement and Supplier may terminate this Agreement without any additional notice.

23. If a deposit or escrow account has been provided, then Supplier shall have the right to apply the deposit amount to an arrearage amount due and owing by the Customer for Electricity Supply under this Agreement and all other purposes permitted by law or agreement of the Parties.

Default and Remedies:

24. A Party shall be in "Default" upon:

24a Such Party failing to perform any material term or condition of this Agreement, provided that such failure is not cured within fifteen (15) business days of written notice by the other Party or the minimum period required by law, if longer.

24b Failure of Customer to pay undisputed amounts when due for Electricity Supply provided that such failure is not cured within ten (10) business days of written notice by Supplier or the minimum period required by law, if longer. The remedy for such nonpayment will require Customer to pay all undisputed amounts due and Supplier may require Customer to provide Supplier with an escrow account, deposit, letter of credit, pre-payment or other guarantee of future payment.

24c Failure of Supplier to provide Electricity Supply to the Customer in accordance with the rules of the applicable public utility regulatory commission, as such failure is determined by that agency.

24d Intentionally omitted.

24e Either Party's Guarantor (if applicable) fails to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) business days after written notice.

24f Such Party's Guarantor (if applicable) repudiates, disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of any guaranty.

25. In the event of default by one Party, the other Party may in its sole discretion terminate this Agreement upon written notice to the defaulting Party as soon as such termination is permitted consistent with state and Electric Utility rules, orders, and tariffs.

26. In the event of Default by the Customer and termination of this Agreement by Supplier as to any service address, Customer shall pay Supplier any outstanding accounts payable, costs, and any applicable fees plus the positive difference, if any, of the contract value for the Term of Customer's Electricity Supply at the time of execution of the applicable Pricing Attachment, less the market value of said Electricity Supply including such difference for the months remaining in the Term as determined at the time of the default using standard industry practices.

27. In the event of a default by the Supplier that requires Customer to purchase replacement electricity from another supplier or the Electric Utility, Customer's sole and exclusive remedy shall be direct damages in the amount of the positive difference, if any, between the purchase price (\$/kWh) paid by Customer for replacement electricity (assuming that Customer has used commercially reasonable efforts to replace the electricity) and the price (\$/kWh) as set forth on the Pricing Attachment multiplied by the amount of Customer's electricity usage (kWh) for the months of the prior year that correspond to the months remaining in the Term for that service address, or if such prior usage information is unavailable, a mutually agreeable estimate of Customer's expected usage for the remainder of the Term.

Dispute Resolution:

28. If a dispute between Customer and Supplier arises during the course of this Agreement, the Parties will attempt to resolve the dispute in good faith within thirty (30) days.

Force Majeure:

29. No Party shall be considered to be in default in the performance of any of the obligations hereunder if failure of performance shall be due to uncontrollable forces. "Force Majeure" shall mean any cause beyond reasonable control of the Party affected, despite exercising due diligence. Force Majeure shall include, but not be limited to the failure of facilities, actions or the failure to act of regulatory agencies, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by Court order or public authority, or inability to obtain necessary approvals, licenses or permits. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

30. If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure, such Party shall promptly provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

Effect of Regulatory Action:

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective.

Customer shall pay the pass-through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

Confidentiality:

33. Except as provided for herein, neither Party shall disclose the terms or conditions of this Agreement or any other confidential business information of the other party to any third party (other than the Party's employees, affiliates, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding. However, each Party shall, to the extent practicable, provide thirty (30) days' notice to the other Party of the request/order and use reasonable efforts to prevent or limit the disclosure.

Assignment:

34. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder) transfer or assign this Agreement to an affiliate of such Party, or to an entity into which the Party is merged or otherwise combined or reorganized. In addition to the foregoing, Supplier may transfer or assign this Agreement without the consent of the Customer to a purchaser of all, substantially all or a material portion of Supplier's competitive retail energy business. In each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and shall provide written notice of the assignment to the other Party prior to or simultaneous with such assignment.

Entire Agreement and Amendments:

35. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, communications, and representations regarding the subject matter hereof. No agent, representative, employee, or officer of either Party has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modifications or additions to this Agreement shall be in writing and signed by both Parties.

Miscellaneous:

36. Should any term of this Agreement be rendered unlawful by a court of competent jurisdiction or any legislative act, the Parties shall give effect to the balance of the Agreement to the extent commercially possible.

37. Each Party shall comply with all applicable federal, state, and local laws applicable to the fulfillment of its obligations under this Agreement and Supplier shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligations under this Agreement.

38. In addition to the energy charges identified in the Pricing Attachment, Customer agrees to compensate Supplier for all Independent System Operator ("ISO")/Regional Transmission Organization ("RTO") issued charges Supplier incurs as a result of Customer's participation in any ISO/RTO sponsored load curtailment program.

39. Customer agrees to opt-out of any applicable governmental aggregation program, and authorizes, but does not obligate, Supplier to exercise Customer's opt-out right.

40. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of Ohio, without regard to principles of conflicts of law.

41. Intentionally omitted.

Supplier Representations and Warranties:

42. Supplier is a corporation duly organized and validly existing under the laws of the State of Ohio and duly registered and authorized to do business and in good standing in the states in which it is certified/licensed to provide Electricity Supply in accordance with the applicable rules and regulations of that state.

43. Supplier has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder and satisfaction of all applicable FERC requirements, which shall be maintained throughout the life of this Agreement.

44. Supplier warrants title and the right to all Electricity Supply sold hereunder. Title to Electricity Supply provided to Customer by Supplier under this Agreement shall pass at the Delivery Point. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Customer Representations and Warranties:

45. Customer is a duly organized business, governmental entity, or non profit organization under the laws of one of the States of the United States of America and authorized to do business and in good standing in the State in which the Electricity Supply is delivered.

46. Customer has all requisite power and authority to execute this Agreement and to carry on business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

47. There are no actions at law, suits in equity, proceedings or claims pending or, to Customer's knowledge, threatened against it that might materially hinder Customer's performance of its obligations hereunder.

Liability and Indemnification:

48. Supplier agrees to indemnify, defend and hold harmless Customer from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing prior to the Electricity Supply reaching the Delivery Point, except to the extent of the negligence or willful misconduct of the Customer. Customer agrees to indemnify, defend and hold harmless Supplier from and against all Claims arising from or out of any event, circumstance, act, or incident first occurring or existing after the Electricity Supply has been delivered to the Delivery Point, except to the extent of the negligence or willful misconduct of the Supplier. For purposes of this paragraph, "Claims" means all third party claims or actions, losses or liabilities threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of this Agreement, and the resulting losses, damages, expenses, attorneys' fees and litigation costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

49. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

50. Supplier assumes no responsibility and has no liability for the operation, maintenance, or performance, or lack thereof, of any transmission or distribution systems used to supply Customer, or interruptions in or deterioration or termination of Customer's electric service, both before and after the Delivery Point. Customer should contact its Electric Utility in the event of an emergency or outage.

Notices:

51. All notices required hereunder, with the exception of any notice required on the Pricing Attachment, shall be in writing and shall be delivered electronically via facsimile, website, or email, or personally, by certified mail, return receipt requested, or by overnight carrier as listed on the attached Contact Information Form, which is attached hereto and incorporated herein. Emergency contact information shall also be included on such Form.

Information Disclosure:

52. Customer agrees and hereby expressly consents to the disclosure of its proprietary customer information from the Electric Utility to Supplier, such information to include, without limitation, Customer account number, electrical load and usage history, meter

reading data, rate classification, address, and telephone number. This Customer consent to release of information shall remain in effect for the duration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done commencing on the Effective Date as set forth above.

FIRSTENERGY SOLUTIONS CORP.

By: _____

(Please print name)

Title: _____
(Sales Department)

Date: _____

City of Sandusky

By: _____ 

Eric Wobser
(Please print name)

Title: City Manager

Date: May 15, 2018

FIRSTENERGY SOLUTIONS CORP.
Contract Administrator

By: _____

(Please print name)

Title: _____

Date: _____



Pricing Attachment

This Pricing Attachment is entered into on this 15th day of May, 2018 by and between **FirstEnergy Solutions Corp.**, an Ohio corporation with its principal office location in Akron, Ohio ("Supplier"), and City of Sandusky, a customer with its principal office located in Sandusky, OH ("Customer") and are hereby incorporated into the Customer Supply Agreement ("Agreement") dated 15th day of May, 2018 ("Effective Date").

Customer Name: City of Sandusky

Billing Address: 222 Meigs St / Sandusky OH 44870-2835

Customer hereby acknowledges that it will be receiving Consolidated Billing from the Electric Utility.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice if required by state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.
- 2.0 Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours ("kWh") of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date / Billing Cycle	**Pricing cents / kWh
1024 Cement Ave	08004831910001480715	OE	GS	No	06/18	06/21	6/14/2018	4.70
304 Harrison St	08004831910000580805	OE	GP	No	06/18	06/21	6/13/2018	4.70
600 W Market St	08004831910001514343	OE	GS	No	06/18	06/21	6/13/2018	4.70
222 Meigs St	08004831910000570026	OE	GS	No	06/18	06/21	6/8/2018	4.70
2425 1st St	08004831910000564893	OE	GP	Yes	06/18	06/21	6/18/2018	4.70
101 Cedar Point Rd	08004831910001543176	OE	GS	No	06/18	06/21	6/7/2018	4.70

* First Commencement Month ("FCM")

** By execution of this Pricing Attachment, Customer acknowledges that above Pricing includes a fee for an agent acting on Customer's behalf. This fee will be paid directly by Supplier to the agent. Customer understands that the agent is not a representative of Supplier.

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.
- 5.0 Unless the applicable Agreement is version 12.15, the following revisions apply. The paragraph below shall replace Paragraph 31 of the Agreement in its entirety. Paragraph 32 of the Agreement is intentionally omitted.

Effect of Regulatory Action:

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date

upon which such pass through or revised pricing shall be effective. Customer shall pay the pass through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.
(Both FES Signatures Required)

City of Sandusky

By: _____

By: Eric Wobser

Print: _____

Print: Eric Wobser

Title: _____

Title: City Manager


Date: _____

Date: May 15, 2018

FES Contracts: _____ Date: _____

Contact Information Form

This Form of Notice for the Customer Supply Agreement between FirstEnergy Solutions Corp ("Supplier") and City of Sandusky ("Customer") is effective until the Customer Supply Agreement is terminated. Customer should contact the applicable Electric Utility to report a service outage or downed wire or other emergency situation. Should any of the Customer-provided information on this Form of Notice change, Customer must notify Supplier of such change.

	Customer: All Formal Notices City of Sandusky Attention: Trevor Hayberger 222 Meigs St Sandusky, OH 44870 Telephone: (419) 357-6058 FAX: Email: thayberger@ci.sandusky.oh.us						
Supplier Sales Representative A. Doug Zinno FirstEnergy Solutions Corp. 341 White Pond Akron, Ohio 44320 Telephone: FAX: Email: dzinno@firstenergycorp.com	Customer's Representative City of Sandusky Attention: Address: Telephone: FAX: Email:						
Supplier Accounting Representative FirstEnergy Solutions Corp. Attention: Accounting Department 341 White Pond Akron, Ohio 44320 Telephone: 1- 888-254-6359 FAX: (330) 436-1903 Email: firstchoice@FES.com	Customer's Accounting Representative (optional) City of Sandusky Attention: Address: Telephone: FAX: Email:						
Electric Utility Service Numbers: Ohio Edison Public Utilities Commission of Ohio	<table style="width: 100%;"> <tr> <td style="width: 50%;">Emergency:</td> <td style="width: 50%;">Other:</td> </tr> <tr> <td>(800) 544-4877</td> <td>(800) 633-4766</td> </tr> <tr> <td></td> <td>(800) 686-7826</td> </tr> </table>	Emergency:	Other:	(800) 544-4877	(800) 633-4766		(800) 686-7826
Emergency:	Other:						
(800) 544-4877	(800) 633-4766						
	(800) 686-7826						
Supplier Tax Identification Number: 31-1560186	Customer Tax Identification Number: 34-6401311						
Supplier DUNS Number: 19-247-2751	Customer DUNS Number: 606 333 623						



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 16, 2018

Subject: **Commission Agenda Item – US Forest Service Great Lakes Restoration Initiative Grant Application 2018**

ITEM FOR CONSIDERATION: Requesting legislation ratifying the submission of a grant application to the United States Forest Service for financial assistance through the Great Lakes Restoration Initiative (GLRI) funded by the United States Environmental Agency (U.S. EPA) and approval to execute a grant agreement if awarded for the proposed project titled: City of Sandusky Runoff Reduction Through Strategic Tree Planting.

BACKGROUND INFORMATION: The City has recently been the proud recipient of three past GLRI grants, two Green Infrastructure grants which funded a portion of Jackson Street Parking Lot and Lions Park Retrofit projects, and the 2015 U.S. Forest Service (USFS) grant for the purchase of trees planted at various parks and city properties throughout the city.

Staff received an invitation from U.S. Forest Service to apply for the Great Lakes RFA 2018 grant for proposed future tree planting projects. USFS is looking to fund projects that reduce runoff from degraded sites through green infrastructure using tree plantings and native vegetation, with funding limits set for the grant of \$50,000 to \$100,00 with a 20% required match. Grant applications were due on May 11, 2018, not allowing staff ample time to prepare proper legislation prior to the submittal. This was mentioned in the manager's in April however.

City staff, working with Strand Associates developed the scope and planting location for a future project titled Runoff Reduction through Strategic Tree Planting, meeting the eligibility requirements of the grant. The project proposes to plant approximately two-hundred and seventy (270) trees at strategic locations around the City. The locations this project would target are publicly owned properties that lack desirable and/or sufficient tree canopies.

The targeted areas selected to be part of this project were determined to be particularly impactful given their locations near the shoreline and adjacent to streams and water bodies.

- Oakland Cemetery
- Mills Golf Course
- Central, East and West Parks
- Along Shoreline Dr from Decatur to Wayne Streets
- Along Seneca Street between Mills St and Harrison St
- Dorn Park
- Jaycee Park

- Along Caldwell and Parish Streets in the area of Job and Family Services and US Post Office

The scope of the project will require the solicitation for competitive bids from qualified contractors to perform the purchasing and planting of trees at the specified locations, under the supervision of city staff. The Engineer's Estimate for the proposed project is \$125,000, the city has applied for grant monies in the amount of \$100,000. The city match for the grant for the proposed project will be \$25,000, which is the portion of the Storm Water funds allocated annually to tree planting activities.

If the city is determined to be a recipient of this grant, city staff will prepare and submit the appropriate legislation to be presented to City Commission for review and approval prior to moving forward with this bidding and implementation of the project.

Staff has received letters of support from the Friends of the Greenhouse, Erie Soil and Water District, Tree Commission and Friends of Pipe Creek Watershed.

BUDGETARY INFORMATION: The estimated cost of the project is \$125,000 of which \$100,000 will initially be paid with City funds and then reimbursed through the grant program and the remaining balance of \$25,000 will be paid with Storm Water funds from the Sewer Fund. A requirement of the grant is that the City provide a minimum of a 20% match.

ACTION REQUESTED: It is requested that the proper legislation be prepared ratifying the submission of a grant application to the United States Forest Service for funding through the Great Lakes Restoration Initiative made available by the United States Environmental Protection Agency and approval to execute any grant agreements if awarded for the proposed City of Sandusky Runoff Reduction Through Strategic Tree Planting project. It is further required that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately ratify the submission of the grant application which was submitted to U.S. EPA through the Grants.gov website on May 9, 2018, to meet the grant application deadline of May 11, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE U.S. FOREST SERVICE FOR FINANCIAL ASSISTANCE THROUGH THE 2018 GREAT LAKES RESTORATION INITIATIVE (GLRI) TO SUPPORT THE CITY'S RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the interagency Great Lakes Restoration Initiative (GLRI) targets improvements to address the most significant environmental problems within the Great Lakes Basin and through an agreement with the Environmental Protection Agency (EPA), the U.S. Forest Service (FS) anticipates receiving funds to support competitive projects that implement strategic, priority actions within Forest Service authorities to restore, protect, and maintain the Great Lakes ecosystem; and

WHEREAS, successful projects will address invasive species, nonpoint source pollution impacts on nearshore health, and coastal habitat restoration activities to improve water quality and anticipated funds will be distributed across three specific program areas: Mitigate Emerald Ash Borer Impacts, Reduce Runoff from Degraded Site through Green Infrastructure, and Enhance Coastal Wetland Filtration; and

WHEREAS, the proposed Runoff Reduction Through Strategic Tree Planting Project involves the planting of approximately two-hundred and seventy (270) trees at strategic locations around the City and will target publicly owned properties that lack desirable and/or sufficient tree canopies and are located near the shoreline and adjacent to streams and water bodies; and

WHEREAS, the estimated cost of the proposed project is \$125,000.00 of which \$100,000.00 will be paid by the City and then reimbursed through the grant program, if awarded, and the remaining balance of \$25,000.00 (20% required match) will be paid with Storm Water funds from the Sewer Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application to the U.S. Forest Service for financial assistance through the 2018 Great Lakes Restoration Initiative which was submitted on May 9, 2018, in order to meet the submission deadline of May 11, 2018; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the U.S. Forest Service for financial assistance through the 2018 Great Lakes Restoration Initiative (GLRI) to support the City's Runoff Reduction Through Strategic Tree Planting Project and authorizes and directs the City Manager to execute any grant agreements, if awarded, and lawfully expend funds consistent with the application and agreement.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 29, 2018



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

1024 Cement Avenue
Sandusky, Ohio 44870
419.627.5884
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 17, 2018

Subject: Commission Agenda Item – Amending Ordinance 18-102 for the Purchase of a Truck for Sewer Maintenance Division

ITEM FOR CONSIDERATION: Requesting legislation to amend Ordinance 18-102 for the purchase of a truck for the Sewer Maintenance Division passed on May 14, 2018.

BACKGROUND INFORMATION: Ordinance 18-102 authorized the purchase of one (1) 2019 F350 XL, four-wheel drive and regular cab pick-up truck from Middletown Ford of Middletown, OH, for the Sewer Maintenance Division in an amount not to exceed \$32,270.88.

It was discovered by staff on May 16, 2018 that a typographical error was made on Ordinance 18-102 regarding the amount of the vehicle. The correct amount should have been not to exceed is \$35,270.88.

BUDGETARY INFORMATION: The total cost of \$35,270.88 will be paid from Sewer Funds and was budgeted in the Capital Improvement Plan and accounted for in the 2018 rate review.

ACTION REQUESTED: It is requested that legislation amending Ordinance No. 18-102, passed on May 14, 2018, for the purchase of a truck for the Sewer Maintenance Division be approved and that the necessary legislation take immediate effect in full accordance with Section 14 of the City Charter in order to expedite the purchase of the 2019 Ford truck which will replace an existing truck that has exceeded its useful life expectancy.

I concur with this recommendation:

Eric Wobser
City Manager

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

Middletown Ford Fleet Department
 1750 N. Verity Parkway
 Middletown, OH 45042
 (513) 420-8700

ashley.hillis@middletownford.com
darco.murphy@middletownford.com

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							Date: 05/18/2018
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
27AT	2019	FORD	F350	XL	REG CAB 4X4	BLUE JEANS	1

Buyer Information						
Name	Address	City	State	Zip Code	Phone Number	
CITY OF SANDUSKY	1024 CEMENT AVE	SANDUSKY	OH	44870	419-627-5882	

Vehicle Bid (Per Unit)			Amount Due At Inception:	
Item ID No.	Description	Selling Price	[Down Payment:]	\$0.00
27AT	2019 F350 RC 4X4 LB	\$28,456.00	[Rebate(s):]	\$0.00
52B	TOW HITCH BRAKE CONT/7-PIN	\$0.00		
F3B	SRW SINGLE REAR WHEEL	-\$400.00		
KEY	EXTRA KEY W/FOB	\$250.00		
TBM	AT TIRES	\$450.00	N/A	
76C	BACKUP ALARM	\$130.00		
41P/473	MFG PLOW PREP PKG	\$175.00	[Trade(s):]	
	8' WESTERN PRO PLUS	\$5,500.00	Trade 1	\$0.00
	W/DEFLECTOR			
85S	TOUGH BED SPRAY LINER	\$510.88		
33636	Delivery	\$199.00	Trade 2	\$0.00
	Title Fee	\$0.00	Trade 3	\$0.00
	Reg. Fee (45-Day Tag)	\$0.00		
	Other Fees	\$0.00		
	Total Due	\$35,270.88	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program. We greatly appreciate you giving Middletown Ford the opportunity to earn your business! The above quote is good for 30 days unless otherwise specified. Quotes given on vehicles on the State bid are good until the dates specified on the state bid. **PLEASE NOTE: Any upfits such as Dump Bodies, Utility Bodies, Snow Plows etc. May add up to 6-8 weeks onto vehicle delivery time on state bid.**

WE ALSO ACCEPT TRADE-INS!

Sincerely,
 Ashley Hillis, Fleet Manager
 Darco Murphy, Fleet Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 18-102, PASSED ON MAY 14, 2018, FOR THE PURCHASE OF 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, this City Commission authorized and directed 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 Cooperative Purchasing Program at a total cost of \$32,270.88, by Ordinance No. 18-102, passed on May 14, 2018; and

WHEREAS, it was discovered by Staff that a Scribner's error was made on Ordinance No. 18-102 which stated the total cost for the 2019 Ford F350 pick-up truck was \$32,270.88, and the actual total cost is \$35,270.88; and

WHEREAS, it is necessary to amend Ordinance No. 18-102 to reflect the accurate total cost of \$35,270.88 for the 2019 Ford F350 pick-up truck and to approve the expenditure of additional funds in the amount of \$3,000.00 from the Sewer 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 amend Ordinance No. 18-102, passed May 14, 2018, and expedite the purchase of the 2019 Ford F350 pick-up truck, which will replace an existing truck that has exceeded its useful life expectancy; 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 hereby amends Ordinance No. 18-102, passed on May 14, 2018, and approves the expenditure of additional funds in the amount of \$3,000.00 for the purchase a 2019 Ford F350 XL 4-wheel drive pick-up truck from Middletown Ford of Middletown, Ohio, through the State of Ohio Cooperative Purchasing Program, at a revised amount **not to exceed** Thirty Five Thousand Two Hundred Seventy and 88/100 Dollars (\$35,270.88).

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.

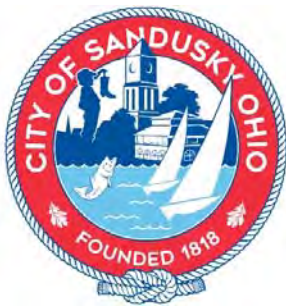
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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 29, 2018



COMMUNITY DEVELOPMENT

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

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

To: Eric 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:

Eric Wobser
City Manager

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 swellings 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: May 29, 2018 (effective after 30 days)



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: May 14, 2018

Subject: Commission Agenda Item – FY 2018 Community Development Block Grant (CDBG) One-Year Action Plan

Item for Consideration: Authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$719,873.00 of Community Development Block Grant funds for the program year of July 1, 2018 through June 30, 2019; and to submit to the United States Department of Housing and Urban Development (HUD) a FY 2018 One-Year Action Plan; and to execute all certifications and agreements; and to authorize program expenditures.

Background Information: The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to submit a One-Year Action Plan each year. The allocation for Sandusky has been published at \$719,873.00.

A One-Year Plan is submitted annually and must provide for activities meeting the goals of the Five Year Consolidated Plan. The annual planning process includes public participation at multiple levels. The City held two public hearings and two Consolidated Plan Advisory Committee meetings between February and April 2017. Based on the citizen input gathered during these meetings, a draft One-Year Action Plan (Plan) was prepared. The Plan was made available for citizen comment from March 23, 2018 through April 22, 2018 and the draft was presented at the second public hearing on April 23rd at City Commission. The draft was available at the Sandusky Public Library, the City of Sandusky Municipal Building and on the Sandusky City website. On May 7, 2018, the City received their official CDBG allocation amount from HUD.

Budgetary Information: There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

Action Requested: It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$719,873.00 for the program year of July 1, 2018 through June 30, 2019 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of

the City Charter in order to submit the One-year Action Plan to HUD prior to the program year beginning on July 1, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko,
Chief Development Officer

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

1	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration [Indirect Need]
	Funding	CDBG: \$121,000
	Description	City of Sandusky CDBG Administration (2018); CDBG - \$121,000
	Planned Activities	Information
2	Project Name	Fair Housing
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: \$9,000
	Description	Advertising, outreach, education, and informational pamphlets related to fair housing. (2018); CDBG - \$9,000
	Planned Activities	Provide financial support for information related to fair housing.
3	Project Name	Public Facilities
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Public Improvements
	Funding	CDBG: \$648,000
	Description	Public Facilities Improvements (2018); CDBG - \$648,000
	Planned Activities	Public Facility improvements, as project cost allow for Shoreline Drive and Jackson Street Pier.
4	Project Name	Clearance and Demolition (Residential)
	Target Area	Citywide
	Goals Supported	Quality of Life
	Needs Addressed	Blight elimination
	Funding	CDBG: \$100,000
	Description	City clearance and demolition (2018); CDBG - \$100,000
	Planned Activities	Clearance and demolition of blighted residential homes; 8 residential structures
6	Project Name	Code Enforcement
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Quality of Life
	Needs Addressed	Code enforcement
	Funding	CDBG - \$75,000
	Description	City code enforcement (2018); CDBG - \$75,000
	Planned Activities	Code enforcement; 1,000 Household Housing Units

8	Project Name	Erie County General Health District
	Target Area	Citywide
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless and Homeless Special Needs
	Funding	CDBG: \$5,000
	Description	Erie County General Health District, 2-1-1 Program (2018); CDBG - \$5,000
	Planned Activities	Allow continuation of the local, countywide 2-1-1 Information and Referral System Service, 1,700 Person Assisted
9	Project Name	Erie County Senior Center
	Target Area	Citywide
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$15,000
	Description	Erie County Senior Center, Meals on Wheels Program (2018); CDBG - \$15,000
	Planned Activities	Purchasing of food for the Meals on Wheels Program, which delivers hot meals to senior citizens residing in Sandusky; 221 persons assisted.
11	Project Name	Volunteers of America of Greater Ohio
	Target Area	Citywide
	Goals Supported	Reduced Homelessness
	Needs Addressed	Housing Programs
	Funding	CDBG: \$15,000
	Description	Volunteers of America of Greater Ohio, Crossroads Emergency Shelter and Transitional Housing Program (2018); CDBG - \$15,000
	Planned Activities	Prevent and reduce homelessness in the City of Sandusky by providing services that promote self-sufficiency for the homeless or those at risk of becoming homeless and support programs that offer meals, shelter facilities and/or shelter beds to the homeless; 30 persons assisted.
12	Project Name	OHgo
	Target Area	Eligible Low and Moderate income areas
	Goals Supported	Special Needs Assistance
	Needs Addressed	Non-Homeless Special Needs
	Funding	CDBG: \$15,000
	Description	OHgo, OHgo Reach Program (2018); CDBG - \$15,000
	Planned Activities	Continue the OHgo Reach Mobile Food Pantry to help fight food insecurity within the City of Sandusky; 1,000 persons assisted

Table 9: Project Summary Information

*This budget includes \$283,127 in anticipated carryover funds, which have been programmed into Public Facilities and Demolition. If there is any carryover in the Demolition activity, Code Enforcement Activity or Streets, Sidewalks, Curb & Gutter Activity that carryover will remain within those activities for program year 2018. Any additional carryover will be placed in Public Facilities.

CDBG response on the draft budget for 2018

There are two items I wish to comment on regarding the CDBG draft budget:

Demolitions: The city has budgeted \$100,000 for demolition of properties this coming year. Last year, \$148,000 was set aside for demolitions. Each house cost about \$10,000 to \$15,000 to take down.

At the rate the city is progressing along with the backlog of properties, it will take years to accomplish the task, plus, there are more properties being added to the backlog list on a yearly basis.

I would like to see at least \$148,000 to \$200,000 being spent on the demolitions until the backlog of about 150 houses is concluded. The city must get to the point of being able to maintain the demolitions so it doesn't cost the city so much money in the future.

No one likes to see a condemned sign on a house near their property for any length of time because it brings down the value of the surrounding properties. The process of cleaning up the backlog of houses shouldn't take years to accomplish.

Street repair: Last year, \$365,000 was spent on streets. This year, there are no local streets being done. Instead \$725,000 is being spent on remodeling the Jackson Street Pier and Shoreline Drive with all the money being spent in the downtown area. There is entirely too much CDBG money being spent in the downtown area compared to what is being spent in the rest of town.

Staff has told me that CDBG will not pay for repaving of streets. It will only pay for total reconstruction of a street. You mean to tell me that we do not have any shovel ready streets that need a total reconstruction with the many bad streets that are on the list to be fixed?

HUD has confirmed to me that certain maintenance activities are ineligible, such as pothole repair or road sealing, whereas a new asphalt overlay is considered an eligible improvement/reconstruction. Generally, improvements with a useful life of less than five to eight years are considered repairs and not new construction. So, it looks like the city has to make sure the quality of paving will last more than 8 years before CDBG will pay for the paving?

I would like the city to look into what CDBG has told me and to come up with some paved quality streets that can be done in the neighborhoods with CDBG money.

Thank you for allowing me to comment. Sharon Johnson 4/23/18

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE AMOUNT OF \$719,873.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2018, THROUGH JUNE 30, 2019, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FY 2018 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq.; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

WHEREAS, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually and is required to submit a One-Year Action Plan; and

WHEREAS, Seven Hundred Nineteen Thousand Eight Hundred Seventy Three and 00/100 dollars (\$719,873.00) has been allocated from HUD to fund the City of Sandusky's Community Development Block Grant eligible activities for the Program Year (PY) of July 1, 2018, through June 30, 2019; and

WHEREAS, this City Commission authorized the submittal of a 5-year Consolidated Plan to the United States Department of Housing and Urban Development by Ordinance No. 14-080, passed on July 14, 2014; and

WHEREAS, a One-Year Action Plan must be prepared on an annual basis incorporating other comments deemed appropriate by the City, and for the Program Year of July 1, 2018, through June 30, 2019, a draft Annual Action Plan was made available for public review and for a thirty (30) day public comment period which began on March 23, 2018, and expired on April 22, 2018, and must be submitted to HUD by July 1, 2018, with all additional comments being incorporated into the final submission; 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 provide for the submission of the One-Year Action Plan to the United States Department of Housing and Urban Development prior to the program year beginning on July 1, 2018; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to accept an Entitlement Grant in the amount of Seven Hundred Nineteen Thousand Eight Hundred Seventy Three and 00/100 Dollars (\$719,873.00) for the program year of July 1, 2018, through June 30, 2019, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a One-Year Action Plan for \$719,873.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the One-Year Action Plan.

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 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 29, 2018



COMMUNITY DEVELOPMENT

Division of Code Enforcement

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

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: May 21, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1812 First Street and further identified by the Auditor as Erie County Parcel No. 57-00924.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on November 13, 2012 pursuant to Resolution 031-12R and received a Sheriffs Deed on May 2, 2014, through foreclosure for delinquent real estate taxes. Waldock Properties II, Ltd. has requested acquisition of this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on May 21, 2018.

A condemned residential structure was demolished on this parcel leaving a buildable lot size of approximately 40' x 135'. Waldock Properties II, Ltd. has bought several adjoining parcels of property along First Street and is cleaning and grading the land for future development.

The property will be sold for nine thousand seven hundred and seventy five dollars (\$9,775.00), which is the fair market value that was determined by a market analysis performed by realtor John Bauer.

The sale of the parcel to Waldock Properties II, Ltd. will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but future economic development will provide increased revenue for the taxing districts.

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, lot combination and survey, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately one hundred eighty four dollars and sixty six cents (\$184.66) per year in real estate taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Waldock Properties II, Ltd. to sell the property no longer needed for any municipal purpose located at 1812 First Street, and further identified by the Auditor as Erie County Parcel No. 57-00924.000 for a purchase price of nine thousand seven hundred and seventy five dollars (\$9,775.00). It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-00924.000, LOCATED AT 1812 FIRST STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1812 First Street, Parcel No. 57-00924.000 by Resolution No. 031-12R, passed on November 13, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Waldock Properties II, Ltd. has requested to purchase this buildable vacant nonproductive land and plans to use for future development along with other adjoining parcels owned by Waldock Properties II, Ltd.; and

WHEREAS, a market analysis was performed on the property in which the estimated fair market value was determined to be \$9,775.00; and

WHEREAS, the Land Bank Committee met on May 21, 2018, and approved the acquisition and sale of this property to Waldock Properties II, Ltd.; and

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

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

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

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

THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-00924.000, located at 1812 First Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

law.

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

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

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

Passed: May 29, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio hereinafter referred to as the "Seller" and Waldock Properties II, Ltd. a Domestic Limited Liability Company, P.O. Box 1489, Sandusky, Ohio 44871 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 1812 First Street., Sandusky, Ohio, and identified as Erie County Parcel No. 57-00924.000, and more fully described in the legal description of the deed marked Exhibit "A" and attached hereto.

2. The total purchase price for the real property located at 1812 First Street, Sandusky, Ohio, shall be nine thousand seven hundred and seventy five dollars (\$9,775.00), which is not less than the fair market value.

3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

4. The closing date of this transaction shall be no later than June 30, 2018 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this

Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

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

6. On the closing date, the escrow agent shall file for record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

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

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

8. Purchaser shall be entitled to possession of the premises upon the closing of this transaction.

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

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

11. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

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

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

SIGNATURE PAGES TO FOLLOW

Transferred	
In Compliance with sections 5702 and 5722 of the Ohio Revised Code.	
Fee \$	
Exempt <input checked="" type="checkbox"/>	
FILE TRANSFER:	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	500
Date: 5-2-14	By: [Signature]

RN: 201405318 Page 1 of 2 ERIE COUNTY OHIO
 RECORDER, Barbara A. Sessler
 Recording Fee: \$28.00 Recorded 05/02/2014 Time
 08:31:24AM

SHERIFF'S DEED
Revised Code Sec. 2329.36

I, Paul A. Sigsworth, Sheriff of Erie County, and pursuant to the Confirmation of Sale entered on April 18, 2014 and the statutory provisions of O.R.C. 5722, does hereby **GRANT, SELL AND CONVEY** unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Court of Common Pleas, Erie County, Ohio, case 2013-CV-0259, JoDee Fantozz, Erie County Treasurer vs. Cleo Wright II, as Custodian for Cleo Wright III, et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Erie, City of Sandusky, and State of Ohio, whose prior owner was Cleo Wright II as Custodian for Cleo Wright III and whose Prior Deed Reference is Erie County Official Records Book 11, page 547 and, is known and further described as follows:

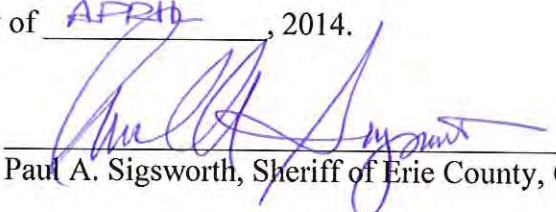
Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Four Hundred and Thirteen (413) on First Street in the Sandusky Business Men's Association Lockwood Subdivision as per plat recorded in Volume 6 of Plats, Pages 37 and 38 Erie County, Ohio Records.

Property Address: 1812 First Street, Sandusky, Ohio 44870
 Tax ID No.: 57-00924.000

Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870


This deed does not reflect any restrictions, conditions or easements of record.

Executed this 24TH day of APRIL, 2014.



Paul A. Sigsworth, Sheriff of Erie County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing was acknowledged before me this 24TH day of APRIL
2014 by Paul A. Sigsworth, Sheriff of Erie County, Ohio.


Notary Public
State of Ohio

My Commission Expires: _____


JOSEPH C. PFEIFFER
Notary Public, State of Ohio
My Commission Expires 01-13-18

This instrument was prepared by:
Jason R. Hinnars 0077051
Assistant Prosecutor, Erie County
247 Columbus Ave. Suite 319
Sandusky, Ohio 44870



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: May 17, 2018

SUBJECT: Commission Agenda Item – CDBG FY17 Demolition Project #2

ITEM FOR CONSIDERATION: Ordinance authorizing and directing the City Manager to enter into a contract for asbestos abatement and demolition of 2018 Wilson Street, 424 Scott Street, 927 Wildman Street, 1404 Third Street, 1819 Camp Street, 1025 Hancock Street (shed only), 1102 Columbus Avenue, 1516 Camp Street, 1421 McDonough Street (garage only). All properties are vacant, blighted and were ordered for demolition. Liens will be placed on all privately owned properties for the cost of asbestos abatement and demolition.

The following bids were received on May 17, 2018:

Ed Burdue & Co., LLC	\$183,995.00	100% Bond
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Ed Burdue & Co., LLC of Sandusky, Ohio was determined to be the lowest and best bid.

BUDGETARY INFORMATION: The project cost based on the bid, including advertisement and miscellaneous costs is \$184,182.00. This project will be paid for with \$150,062.00 of FY2017 Community Development Block Grant (CDBG) Funds and \$34,120.00 of EMS Funds.

ACTION REQUESTED: It is requested that the Ordinance awarding a contract to Ed Burdue & Co., LLC of Sandusky, Ohio for the demolition of 2018 Wilson Street, 424 Scott Street, 926 Wildman Street, 1404 Third Street, 1819 Camp Street, 1025 Hancock Street (shed only), 1102 Columbus Avenue, 1516 Camp Street, 1421 McDonough Street (garage only) in the amount of \$183,995.00 be approved. It is requested that the legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter in order to move forward with the project and eliminate potential hazards from our neighborhoods. These properties have been an issue for many neighbors over the years.

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO., LLC, OF SANDUSKY, OHIO, FOR THE CDBG FY17 DEMOLITION PROJECT #2; 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 for the City to proceed with the proposed CDBG FY17 Demolition Project #2 by Resolution No. 012-18R, passed on February 26, 2018; and

WHEREAS, the CDBG FY17 Demolition Project #2 involves asbestos abatement and demolition of eight (8) residential structures, and one (1) commercial structure (1819 Camp Street), which are vacant and blighted, of which eight (8) were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 2018 Wilson Street, 927 Wildman Street, 1404 Third Street, 1819 Camp Street, 1025 Hancock Street (Shed Only), 1102 Columbus Avenue, 1516 Camp Street and 1421 McDonough Street (Garage Only), and the last property is located at 424 Scott Street and is owned by the City as part of the Land Reutilization Program; and

WHEREAS, upon competitive bidding as required by law one (1) appropriate bid was received and the bid from Ed Burdue & Co., LLC, of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost for the asbestos abatement and demolition is \$184,182.00 of which \$150,062.00 will be paid with FY17 Community Development Block Grant (CDBG) Funds and the remaining balance of \$34,120.00 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 in order to move forward with the demolition of these properties, which have been issues for many neighbors over the years, and eliminate potential hazards from City neighborhoods; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Ed Burdue & Co., LLC, of Sandusky, Ohio, for the CDBG FY17 Demolition Project #2, in an amount **not to exceed** One Hundred Eighty Three

Thousand Nine Hundred Ninety Five and 00/100 Dollars (\$183,995.00) consistent with the bid submitted by Ed Burdue & Co., LLC, of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: May 29, 2018



COMMUNITY DEVELOPMENT

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

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

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: May 17, 2018
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and HavinFun Too, LLC.

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (the “City”) and HavinFun Too, LLC. (“HavinFun”), an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: David Bier and Dawson Foster are long-time residents of the area and have proved to be very successful business owners and operators, and more specifically in the food and beverage industry. David Bier has owned and operated Daly’s Pub since 1998. Most recently, David Bier and Dawson Foster purchased the deteriorated property at 306 W. Water Street and completed a major renovation to the space and opened Shore House Tavern – which has operated since May of 2015. Their next endeavor concerns the vacant building located at 101 E. Water Street which was recently purchased by the business partners. The building has been home to Brass Pelican, Water Street Bar and Grill and most recently Leaking Boot.

The partners are looking to open their third bar and restaurant named “Landmark.” The concept will be to develop a “neighborhood” type restaurant feeling offering contemporary food with very local ingredients, while also focusing heavily (not exclusively) on providing “flexitarian” food options. The first floor of the space will be renovated through tearing down the previously installed brewing area and hood system, installing all new flooring, removing some wall coverings to expose original brickwork, new paint and lighting throughout, replacement of rear bar, and all new furniture. Once completed the endeavor is anticipated to provide fifteen (15) full-time equivalent employment positions with a full-year payroll starting at \$150,000.

Total project costs are estimated between \$350,000 - \$400,000. I recommend that the City Commission approve a grant of up to \$15,000 to assist with the renovation project as follows:

- Small Business Assistance grant:
 - Facility renovation = \$15,000.00

The above grant is conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City’s

support of the project. The project is expected to be completed fully no later than September 30, 2018. The application and grant amount was approved at the May 17, 2018 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

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

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with HavinFun Too, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for the project to continue redevelopment efforts of the currently vacant building and finalize all construction by September 30, 2018.

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 APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO HAVINFUN TOO, LLC., IN RELATION TO THE PROPERTY LOCATED AT 101 E. WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, David Bier and Dawson Foster are long-time residents of the area and have proved to be very successful business owners and operators in the food and beverage industry as David Bier has owned and operated Daly's Pub since 1998 and David Bier and Dawson Foster purchased and completed a major renovation project at the property located at 306 W. Water Street and opened Shore House Tavern which has operated since May of 2015; and

WHEREAS, David Bier and Dawson Foster purchased the vacant building located at 101 E. Water Street, which has been home to Brass Pelican, Water Street Bar and Grill, and most recently Leaking Boot, and are making renovations to open their third bar and restaurant named "Landmark"; and

WHEREAS, the concept will be to develop a "neighborhood" type restaurant offering contemporary food with very local ingredients, while also focusing heavily (not exclusively) on providing "flexitarian" food options and plans include renovations to the first floor through tearing down the previously installed brewing area and hood system, installing all new flooring, removing some wall coverings to expose original brickwork, new paint and lighting throughout, replacement of rear bar, and all new furniture; and

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

WHEREAS, the Economic Development Incentive Committee met on May 17, 2018, and is recommending to approve a grant to HavinFun Too, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs, to assist with costs for the renovations for the purpose of furthering economic development efforts in the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant Agreement and allow HavinFun Too, LLC, to continue redevelopment efforts of the currently vacant building and finalize all construction by September 30, 2018; and

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

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

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

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

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

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

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

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

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

Passed: May 29, 2018

GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the Company partners David Bier and Dawson Foster have displayed a successful track record for operating food and beverage establishments in the City of Sandusky through Daly's Pub and Shore House Tavern. The Company is in the process of opening up a third food and beverage establishment in the currently vacant building located at 101 E. Water Street in downtown Sandusky. The concept will be to develop a "neighborhood" type restaurant feeling offering contemporary food with very local ingredients, while also focusing heavily on healthy dining options. The first floor of the space will be renovated through tearing down the previously installed brewing area and hood system, installing all new flooring, removing some walls to expose original brickwork, new paint and lighting throughout, rehabilitation of existing bar areas, and all new furniture, herein after referred to as the "Project"; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$15,000.00 in the form of a Small Business Assistance grant to the Company (the "City Grant") toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to adjust the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes, including Landmarks Commission approval if applicable, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during

construction and for at least one (1) year upon completion of the Project noting the City's support; and

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

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

- (i) TO THE CITY: City Manager
c/o Chief Development Officer
City of Sandusky, Ohio
City Building
222 Meigs Street
Sandusky, OH 44870
- (ii) TO THE COMPANY: HavinFun Too, LLC
101 E. Water Street
Sandusky, OH 44870
Attention: David Bier or Dawson Foster

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

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

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

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

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

HavinFun Too, LLC
an Ohio limited liability corporation

By: _____
TITLE:

By: _____
TITLE:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

DRAFT

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



COMMUNITY DEVELOPMENT

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: Matt Lasko, Chief Development Officer
Date: May 16, 2018
Subject: Commission Agenda Item – City Hall Signage & Wayfinding

Items for Consideration: Legislation approving a Design/Build Agreement to be entered into between the City of Sandusky (the “City”) and Geograph Industries, Inc. (“Geograph”), an Ohio for-profit corporation for the purposes of designing, building and installing exterior and wayfinding signage for the new City Administrative facility.

Background Information: As part of the Lease Agreement between the City and SandCity, LLC related to the relocation of City Administrative offices to the corner of Columbus Avenue and E. Washington Row – certain expenses related to the project remained the financial and logistical responsibility of the City. These items include namely, data, information technology and security systems, exterior and interior wayfinding signage, any new furniture purchases and moving services. These listed items are all in the process of being investigated and negotiated and each will return to the City Commission for review and consideration.

In January of 2018, the City issued a request for qualifications to firms specializing in exterior and internal wayfinding signage. Proposal were due to the City on or before February 16, 2018. Two (2) submittals were received, evaluated and ranked by a selection committee. Based on the firm’s strength of personnel, past experience, and their understanding of historical requirements and appropriateness, the City selected Geograph (out of Harrison, Ohio) as the most qualified signage design and fabrication company. Georgraph has partnered with and will sub-contract out design services to RLR Associates, Inc. (Indianapolis, IN). A proposal for scope of services was requested and reviewed by the selection committee and ultimately approved.

Per the attached proposal, Geograph will, in summary conceptually design and then design a family of signage devices for the City Administrative facility including building entrance signage, interior building directories, directional panels, departmental and service identification, space and room identification and regulatory and etiquette signage in a manner that supports the historic and architectural features of the building along with the interior aesthetic. The project will be broken down into several phases including (1) discovery, programming and schematic design, (2) design development, (3) production, fabrication and installation, and (4) administration phase – with an anticipated completion date on or before December 7, 2018.

The project cost is set at a not to exceed amount of \$118,740 which includes a \$7,000 contingency. The contingency is not permitted to be utilized by Geogrpah without formal approval by the City.

Budgetary Information: The cost of the proposed design, build and install of the Project is not to exceed \$118,740. The project will be expensed from the Capital Projects Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an Agreement with Geograph Industries, Inc. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage to immediately begin the design process to ensure installation of the wayfinding and exterior signage no later than December 7, 2018.

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
Stuart Hamilton, IT Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD CONTRACT WITH GEOGRAPH INDUSTRIES, INC. OF HARRISON, OHIO, FOR THE CITY HALL SIGNAGE & WAYFINDING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017; and

WHEREAS, the City Hall Signage & Wayfinding Project consists of the planning, design, fabrication and installation of a system of identity and wayfinding signs to inform and direct visitors and staff through the new Sandusky City Hall and includes creating a family of signing devices including build entrance identification, interior building directories, directional panels, department / service identification, space / room identify, regulatory & etiquette signs, and incidental messaging with the signage aesthetic supporting and complimenting the interior architectural features of the building; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the City Hall Signage & Wayfinding Project in which two (2) submittals were received, evaluated and ranked by a selection committee and based upon the firm's strength of personnel, past experience, and their understanding of historical requirements and appropriateness, it was determined Geograph Industries, Inc. of Harrison, Ohio, was the most qualified and therefore a proposal for scope of services was requested and reviewed by the selection committee and ultimately was approved; and

WHEREAS, the total cost of this project is not to exceed \$118,740.00, which includes a contingency of \$7,000.00, 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 in order to allow the contractor to begin the design process to ensure installation of the wayfinding and exterior signage no later than December 7, 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 authorized and directed to enter into a design-build contract with Geograph Industries, Inc., of Harrison Ohio, for the City Hall

Signage & Wayfinding Project at an amount **not to exceed** One Hundred Eighteen Thousand Seven Hundred Forty and 00/100 Dollars (\$118,740.00) consistent with the proposal submitted by Geograph Industries, Inc., of Harrison, Ohio, currently on file in the office of the Director of Public Works, a copy of which is marked Exhibit "A" and attached to this Ordinance.

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

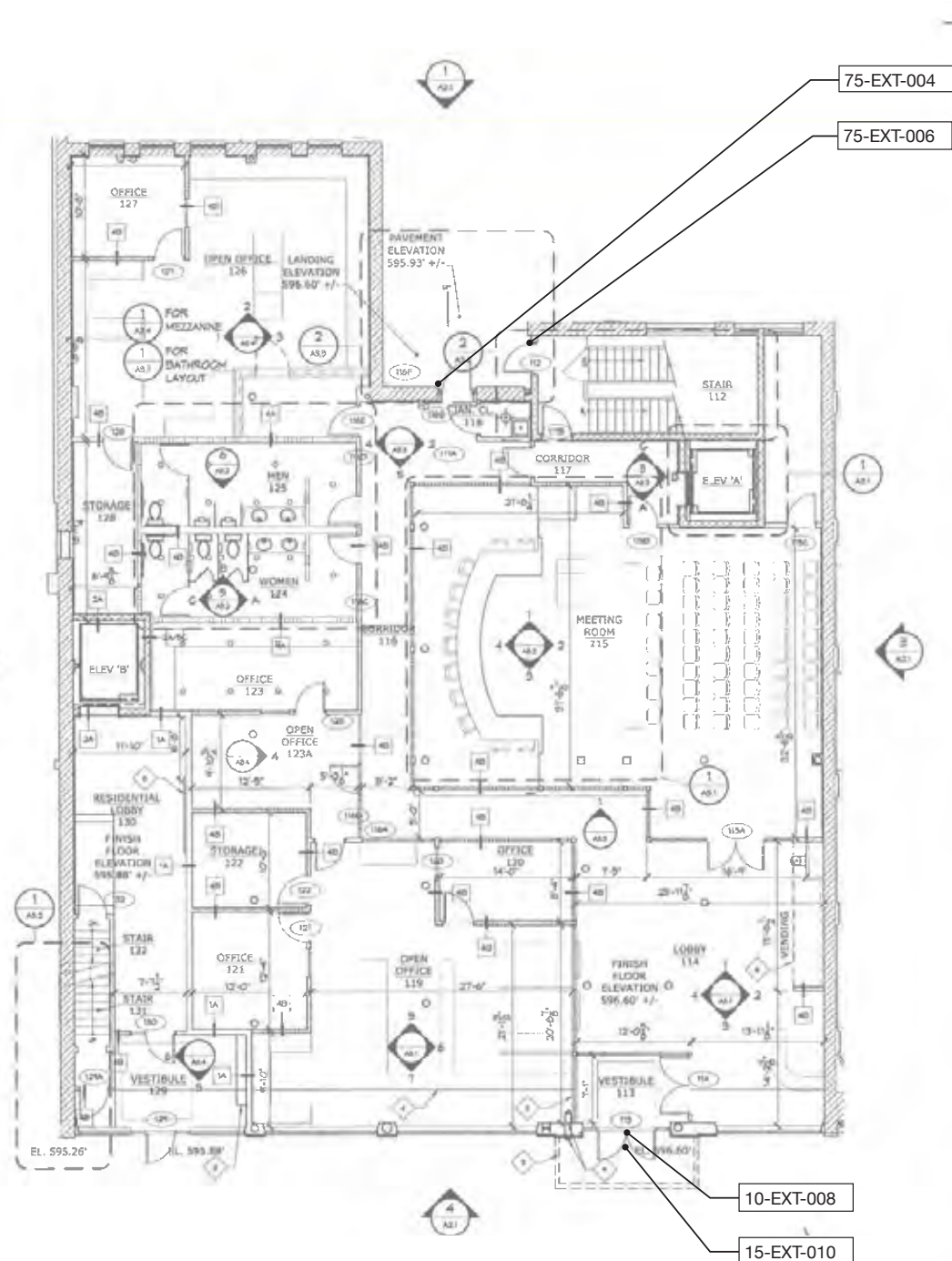
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

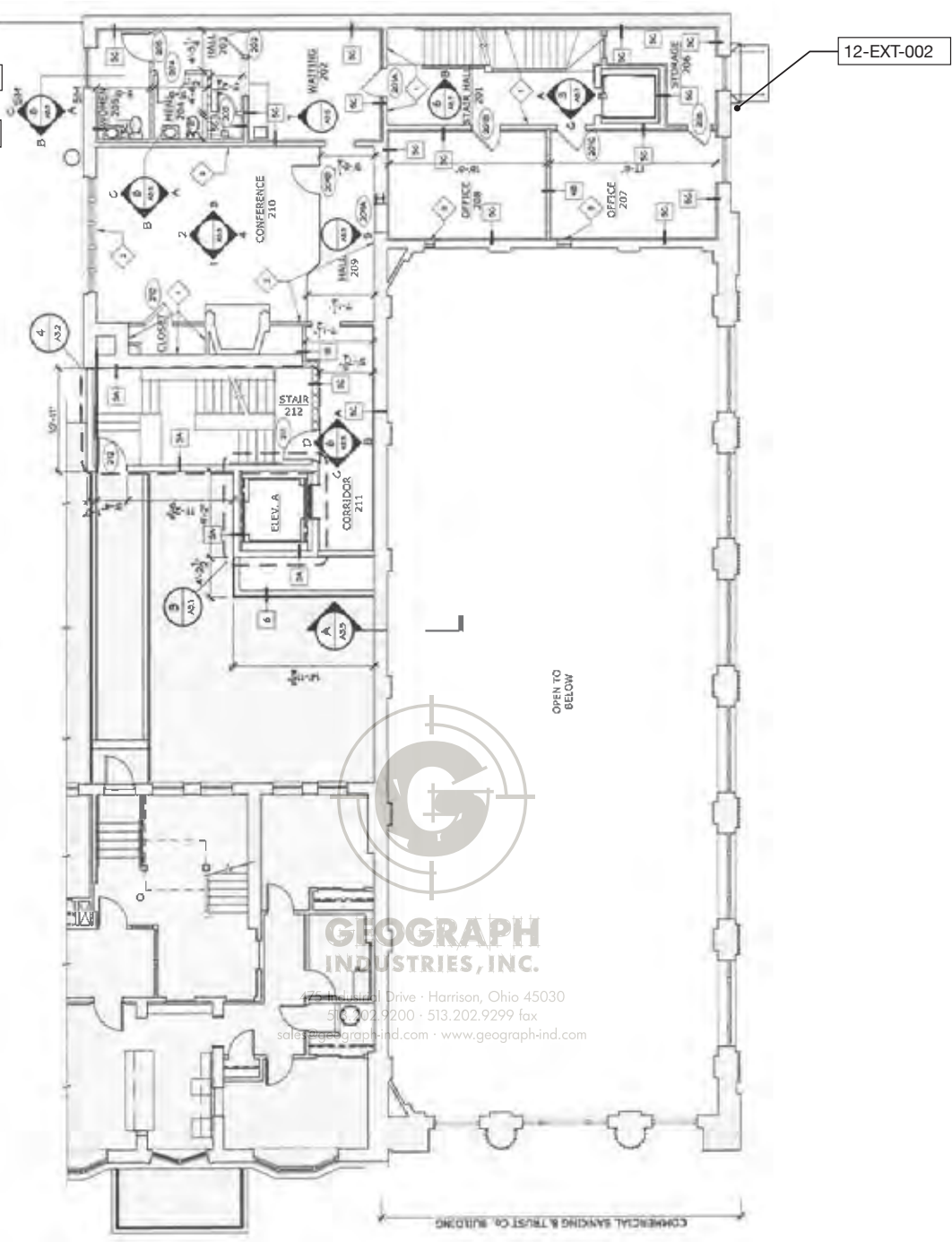
ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 29, 2018



FIRST LEVEL FLOOR PLAN

1
A1.2



SECOND LEVEL FLOOR PLAN

1
A1.3



GEOGRAPH INDUSTRIES, INC.

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
sales@geograph-ind.com · www.geograph-ind.com



RLR ASSOCIATES INC
1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300
www.rlr.biz

Project Description
**Sandusky, Ohio City Hall
Signage & Wayfinding**

RLR Project Number
GE01-001

Phase
Documentation

Date Issued
05 April 2018

Revisions

Sheet Title
**Location Plans -
Exterior**

Sheet Number
LP 001

DRAFT
NOT FOR CONSTRUCTION

Legend / Noted:

LOC PLAN 01

Approved By: _____

Notes: _____

Date Created: 5-10-18

Version: #1

Date Modified:

Client: CITY OF SANDUSKY

Job Name: 5957

Drawn By: MAF

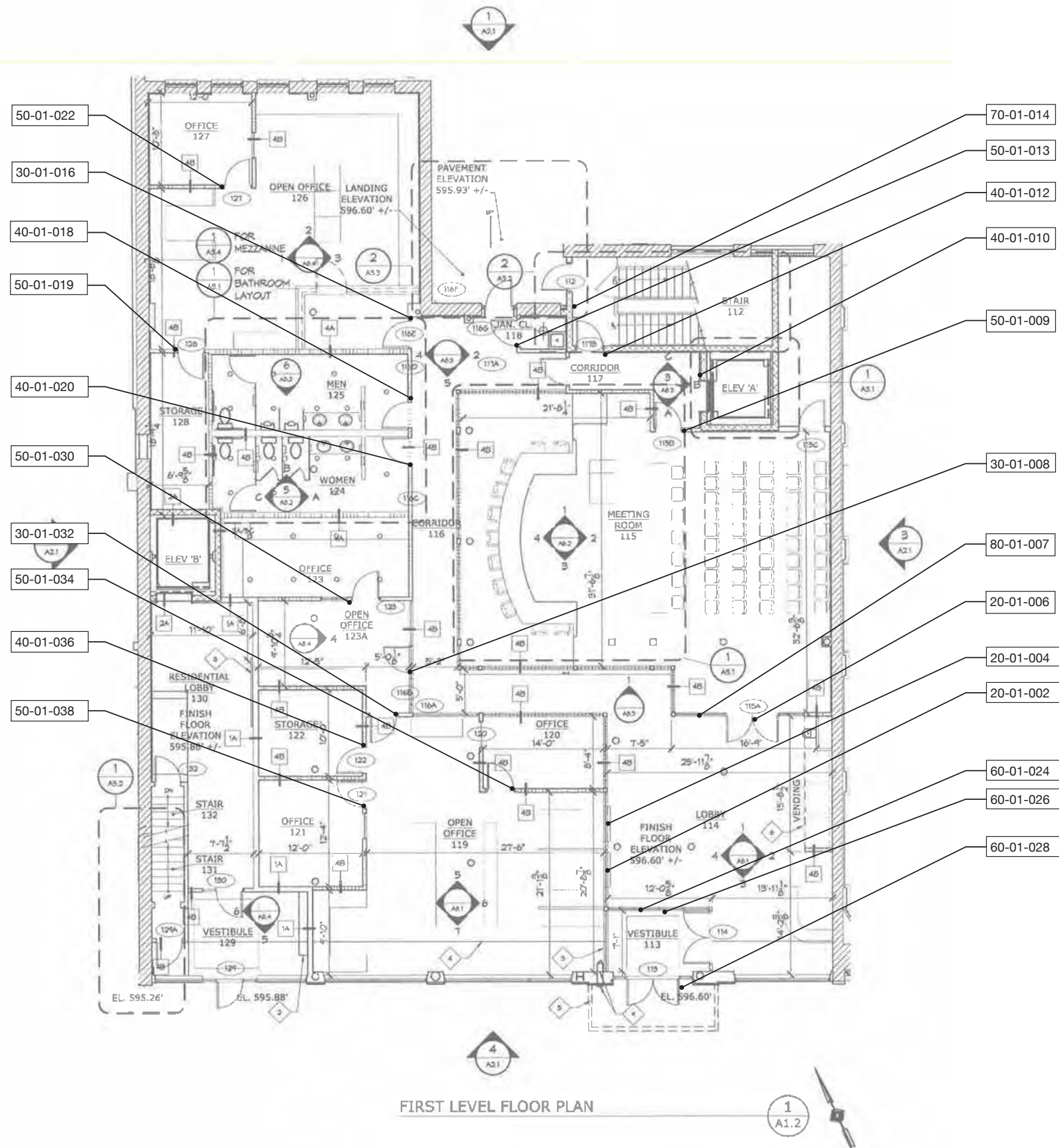
Scale: as indicated



GEOGRAPH INDUSTRIES, INC.

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
sales@geograph-ind.com · www.geograph-ind.com

scale: nts- for presentation purposes only



FIRST LEVEL FLOOR PLAN



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Indianapolis, Indiana 46202
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www.rlr.biz

Project Description
**Sandusky, Ohio City Hall
Signage & Wayfinding**

RLR Project Number
GE01-001

Phase
Documentation

Date Issued
05 April 2018

Revisions

Sheet Title
**Location Plans -
First Floor**

Sheet Number
LP 002

DRAFT
NOT FOR CONSTRUCTION

Legend / Noted:

LOC PLAN 02

Approved By: _____

Notes: _____

Date Created: 5-10-18

Version: #1

Date Modified:

Client: CITY OF SANDUSKY

Job Name: 5957

Drawn By: MAF

Scale: as indicated



GEOGRAPH INDUSTRIES, INC.

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scale: nts- for presentation purposes only



Legend / Noted:

LOC PLAN 03

Approved By: _____

Notes: _____

Date Created: 5-10-18

Version: #1

Date Modified:

Client: CITY OF SANDUSKY

Job Name: 5957

Drawn By: MAF

Scale: as indicated



**GEOGRAPH
INDUSTRIES, INC.**

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
sales@geograph-ind.com · www.geograph-ind.com



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INDUSTRIES, INC.**

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RLR ASSOCIATES INC
1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300
www.rlr.biz

Project Description
**Sandusky, Ohio City Hall
Signage & Wayfinding**

RLR Project Number
GE01-001

Phase
Documentation

Date Issued
05 April 2018

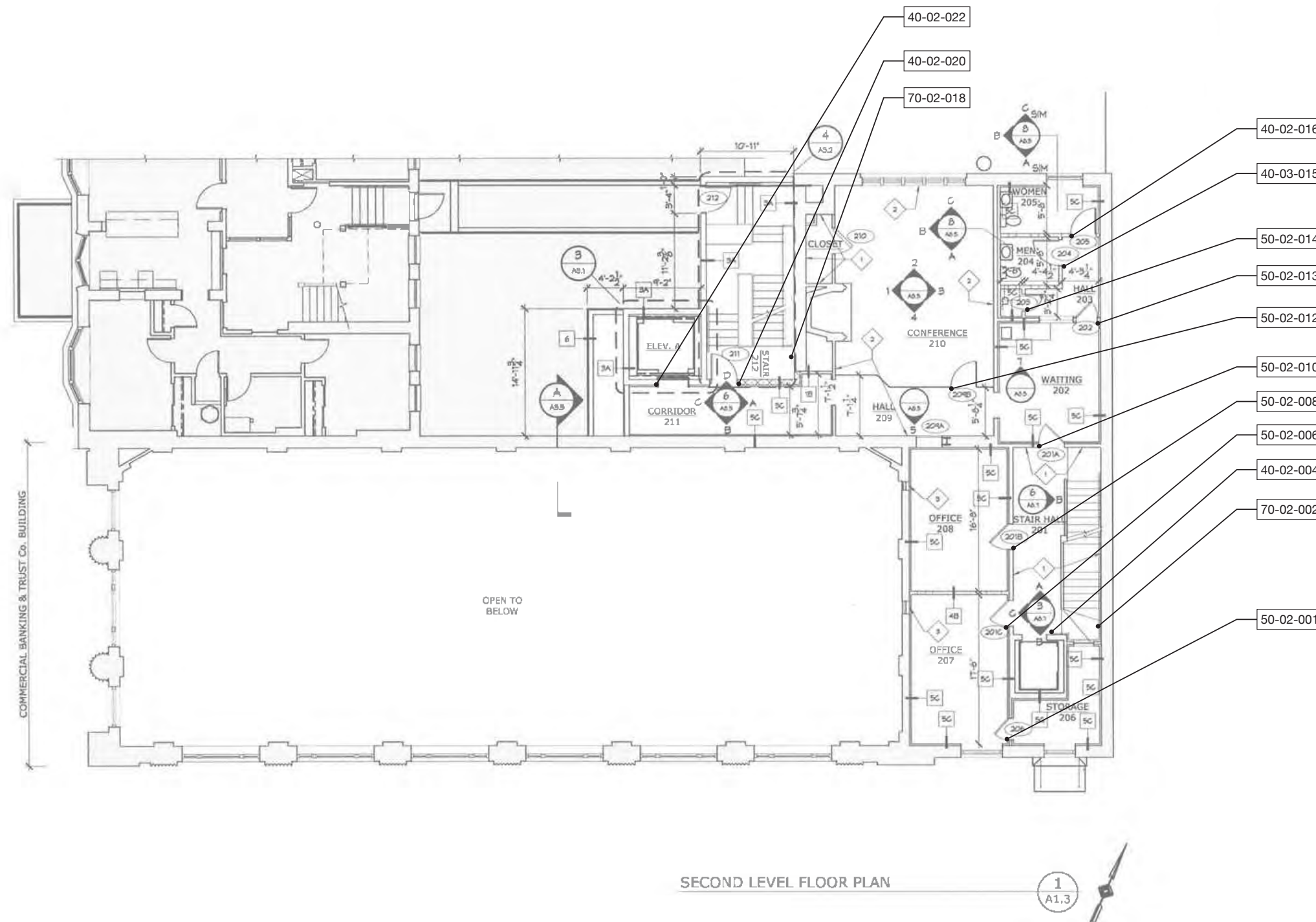
Revisions

Sheet Title

**Location Plans -
Second Floor**

Sheet Number

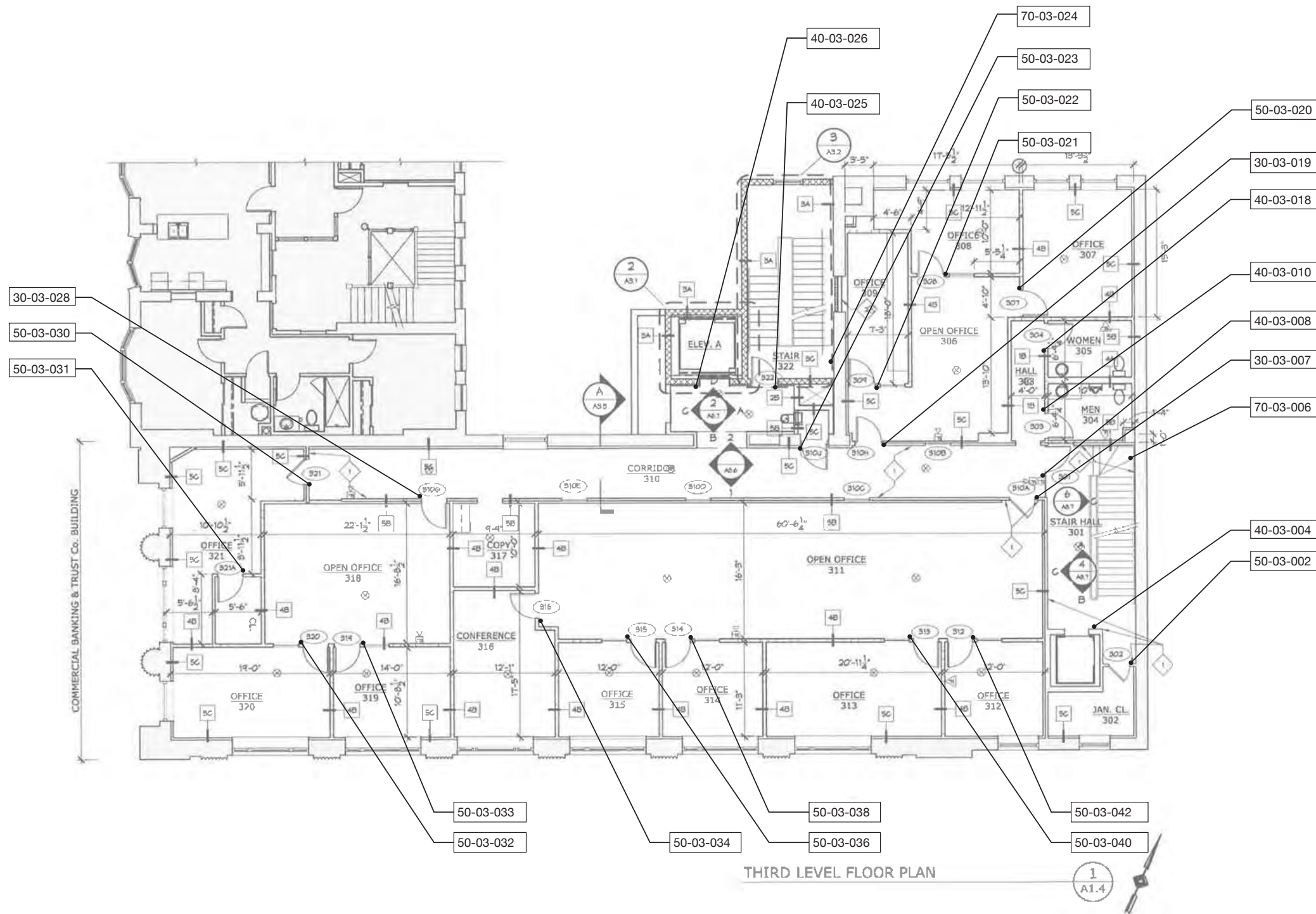
LP 003



SECOND LEVEL FLOOR PLAN

DRAFT
NOT FOR CONSTRUCTION

scale: nts- for presentation purposes only



GEOGRAPH INDUSTRIES, INC.

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
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RLR ASSOCIATES INC
1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300
www.rlr.biz

Project Description
**Sandusky, Ohio City Hall
Signage & Wayfinding**

RLR Project Number
GE01-001

Phase
Documentation

Date Issued
05 April 2018

Revisions

Sheet Title

**Location Plans -
Third Floor**

Sheet Number

LP 004

DRAFT
NOT FOR CONSTRUCTION

Legend / Noted:

LOC PLAN 04

Approved By: _____

Notes: _____

Date Created: 5-10-18

Version: #1

Date Modified:

Client: CITY OF SANDUSKY

Job Name: 5957

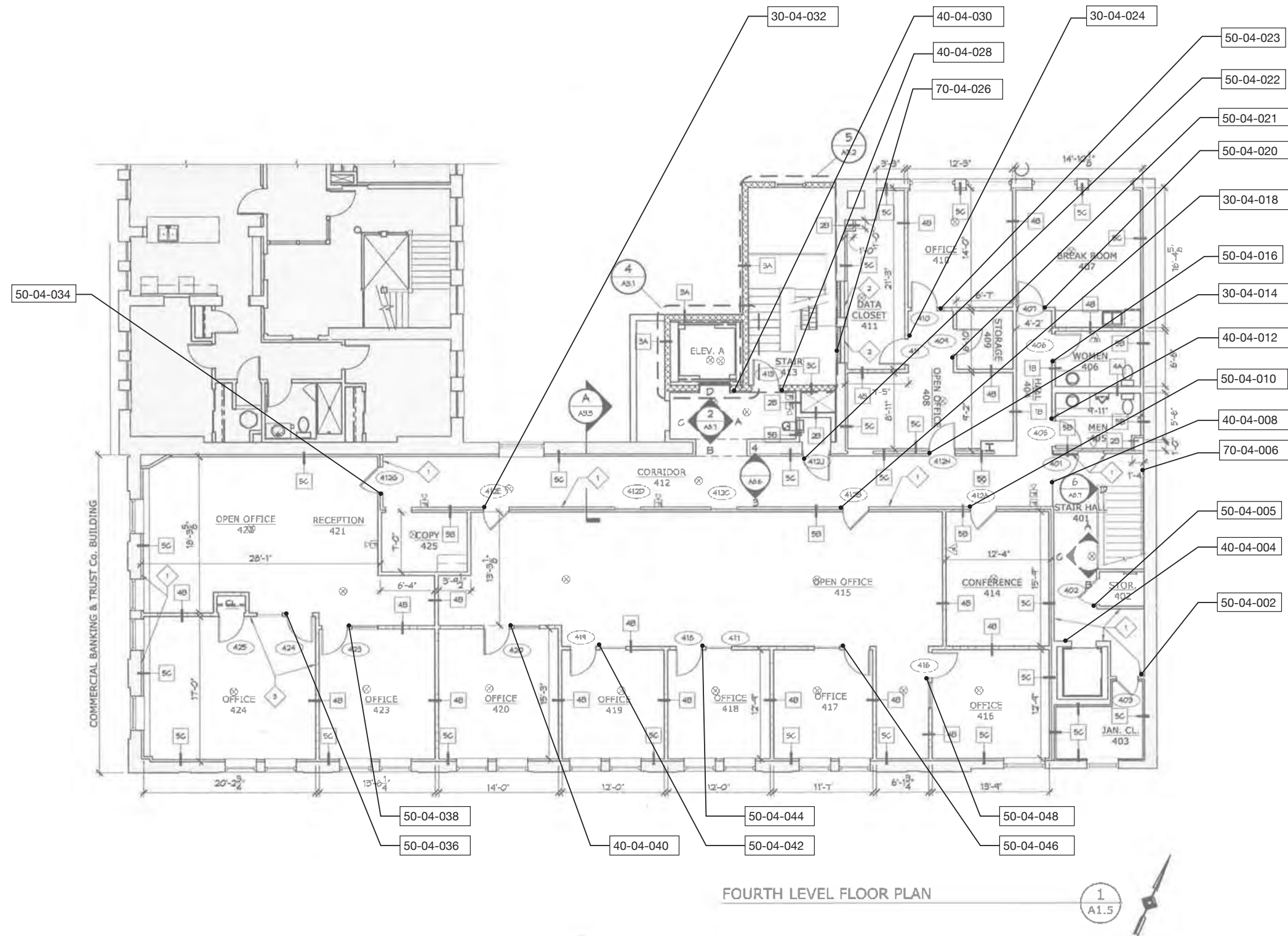
Drawn By: MAF

Scale: as indicated



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1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300
www.rlr.biz

Project Description

**Sandusky, Ohio City Hall
Signage & Wayfinding**

RLR Project Number

GE01-001

Phase

Documentation

Date Issued

05 April 2018

Revisions

Sheet Title

**Location Plans -
Fourth Floor**

Sheet Number

LP 005

DRAFT
NOT FOR CONSTRUCTION

Legend / Noted:

LOC PLAN 05

Approved By: _____

Notes: _____

Date Created: 5-10-18

Version: #1

Date Modified:

Client: CITY OF SANDUSKY

Job Name: 5957

Drawn By: MAF

Scale: as indicated



GEOGRAPH INDUSTRIES, INC.

475 Industrial Drive · Harrison, Ohio 45030
513.202.9200 · 513.202.9299 fax
sales@geograph-ind.com · www.geograph-ind.com

scale: nts- for presentation purposes only



3 May 2018

Mr Matt Lasko
Chief Development Officer
Community Development
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

Re: Sandusky City Hall Signage – v5

WAYFINDING DESIGN / BUILD / INSTALLATION PROPOSAL

This proposal is for the Experiential & Environmental Graphic Design, Production, and Installation services for the City of Sandusky Wayfinding and Signage Project. GeoGraph Ind., Inc. will serve as the primary contractor, and will sub-contract RLR Associates as the consultant/conceptual designer (consistent with our bid submittal).

Scope of Work

The work consists of planning, design, fabrication and installation of a system of identity and wayfinding signs to inform and direct visitors and staff through the Sandusky City Hall (SCH).

In essence, the work includes creating a family of signing devices including: build entrance identification, interior building directories, directional panels, department/service identification, space/room identity, regulatory & etiquette signs, and incidental messaging. The signage aesthetic will support and compliment interior architectural features of the building.

Geographic Scope Area

It is our understanding the geographical limits of the project are described as the 21,000 sq. feet of renovated space on three floors in the historic building in downtown Sandusky, Ohio.

The Scope of Work will be performed in the following phases. Each phase will proceed based on SCH input and approval.

Phase 1 – Discovery, Programming & Schematic Design

- 1.1 Conference call with SCH leadership to review objectives and define the project scope, schedule, budget and approval process.

- 1.2 On site tour and photographic recording of current facility condition.
- 1.3 Study, understand, and incorporate applicable ADA (American with Disabilities Act) requirement, as well as local sign ordinances applicable to the project.
- 1.4 Review architectural design documents to determine proposed site features, routes of circulation and user decision nodes to determine a wayfinding strategy.
- 1.5 Prepare document showing sign type locations and estimated quantities.
- 1.6 Create a list of terminology, nomenclature, and abbreviations for use on signage, per SCH.
- 1.7 Study, understand, and incorporate applicable ADA requirements, as well as city sign ordinances applicable to the project.
- 1.8 Develop schematic design sketches showing: general size hierarchies, colors, type font, materials, and graphic images. Present color drawings of selected signage items in the program approval.

Deliverables: *Discovery/Programming Report* – Conduct a team work session to discuss findings and submit a report with brief narrative text.

Schematic Design Document – A collection of idea sketches showing sign alternatives, message framework, and representative location plan. Provide color Power Point presentation.

Meetings: Discovery & Programming Meeting w/ SCH Leadership (1 meeting)
Schematic Design Presentation (1 meeting)

Phase 2 – Design Development and Documentation

- 2.1 Based upon approval of the Schematic Design, create a definitive graphic vocabulary for all signage – includes typography, pictograms, and color palette.
- 2.2 Prepare a set of drawings and illustrations that articulate one selected sign design concept with size, shape, size and method of attachment.
- 2.3 Write sign copy/text and prepare message schedule for review and approval by SCH.
- 2.4 Discuss design concepts and develop a costing for construction and installation of signs.
- 2.5 Develop location plans and sign type index for all sign elements using AutoCAD base plans provided by SCH.
- 2.6 Prepare final Design intent Documents, showing elevations and details for each sign type. Specify typo graphics formats, finishes, and construction materials.

Deliverables: *Sign Qualifications and Costing* – a spreadsheet with cost broken down by sign type (8.5 x 11 Excel format)

Design Intent Documents – Prepare design documents including signage elevations and details (11x17 format), location plans (11x17 format) utilizing Architects Cad backgrounds, message schedule (8.5x11 format), and sign specifications (8.5x11)

Meetings: Review of the Deliverables (1 go to meeting)

Phase 3 – Production and Fabrication Phase



- 3.1 Generate Shop Drawings for the fabrication and installation of each sign type (11x17 format)
- 3.2 Generate Graphic Layouts of each sign type and location – submitted to SCH for final approval. (8.5x11 format)
- 3.3 Generate one prototype of each sign type, and submit ... on larger elements a mockup of materials will be submitted or one individual letter if/as required
- 3.4 Generate a facility impact plan – identify any areas where the existing facility will be impacted (ie, need for electric, penetrating wall for blocking, etc.) 11x17 format
- 3.5 Production of all items per Design Intent Documents and message schedule
- 3.6 Generate an Installation Schedule – (11x17 format)
- 3.7 Upon Approvals – all items will be released for production, and installation per the schedule.

Deliverables: *Shop Drawings (11x17)* – a page showing details of each sign type
 Graphic Layouts (8.5x11) – a page showing layout of each
 Prototype – sample of each sign type (or mockup or component of larger element)
 Facility Impact Plan (11x17) –
 Production Rollout of approved sign types
 Installation per schedule

Meetings: Review of the Shop Drawings, Graphic Layouts, Prototypes, and Facility Impact Plan (1 site meeting)

Phase 4 – Administration Phase (may run concurrent w/ phase 3 install)

- 4.1 On-Site Review of Installation
- 4.2 Final close out documentation

Deliverables: *Punch List – review if its completions*
 Close Out Documentation – city required documentation, final invoices, any/all close out documents/as built drawings and final layouts

PROJECT SCHEDULE

The Team (GG, RLR, SCH) understands the goal of this project is to be completed and installed by 12/7/2018. As time is of the essence on this project, all agree to make ready the appropriate times



necessary for prompt review and consideration presented items, and be available for meetings requested in a reasonable time frame.

COMPENSATION

The following fees are associated with the cost of this project:

Administrative Fees: 11,300.00

project management, co-ordination, site
meetings, reviews, administrative time,
bi-weekly conference call

Design/Development/Fees: 25,300.00

Discovery/programming/schematic design	13,200.00
Design/development & documentation	6,100.00
Production/Review	1,100.00
Construction Admin Phase	2,400.00
Expenses (materials/ fonts / travel, etc.)	2,500.00

Production Estimate: 75,140.00

Exterior Signage	24,500.00
Interior Signage	24,000.00
Installation (lot)	20,000.00
Mobilization (lot)	6,640.00
Includes travel, lodging, per diem	
Site equipment if app, shipping,	
Loading, unloading, packing	

Reserve: 7,000.00

this line item is the owners fund set aside for
Incidental occurrences on the project (facility impact or
other). A formal request must be submitted to the owner
and approval before any allocation of these funds will be
allowed. Typically 10% of production fee.

PROJECT TOTAL: 118,740.00



A Schedule of Values (SOV) will be generated for this project based on this proposal. Invoicing will be submitted monthly, based on percentage completed of the SOV. Payment due net 30 upon approval of SOV.

EXCLUSIONS:

Any permit fees (assumed fees will be waived due to being a municipality)
Any taxes (assumed project is tax exempt due to being a municipality)
Facility Impact Issues (any electrical requirement runs or structural additions to the building to
Support signage (additional blocking, etc)).

NOTE: A TOTAL OF 2 ON SITE MEETINGS (+ INSTALL PUNCH AND REVIEW), AND 2 GO TO MEETINGS WITH THE DESIGN TEAM ARE INCLUDED IN THIS PROPOSAL. ADDITIONAL SITE MEETINGS WILL BE IN ADDITION TO THE PROPOSED FEES.

ACCEPTANCE

Authorized for
GeoGraph Industries, Inc.

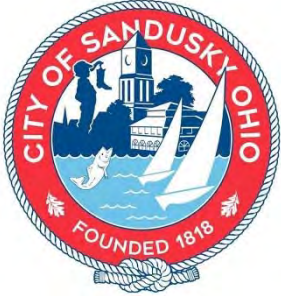
Authorized for
City of Sandusky

Signature **Date**

Signature **Date**

Name (Printed) **Title**

Name (Printed) **Title**



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

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

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: May 15, 2018

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #1 to the 2018 General Appropriations.

BUDGETARY INFORMATION:

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

- West Side Connectivity project
- Parks capital improvements
- Transit OTPPP grant & TIGER software grant
- Safe Routes to Schools project
- Police Department SUV's
- Police Department Lexipol implementation
- Underground Storage Tank grant

ACTION REQUESTED:

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

CC: Justin Harris, Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO ORDINANCE NO. 18-066 PASSED BY THIS CITY COMMISSION ON MARCH 26, 2018, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Transit, Parks & Recreation, State Grants, Capital Projects, Water, and Sewer Funds; and

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

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

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

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

Section 1. Ordinance No. 18-066 passed by this City Commission on the 26th day of March, 2018, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
CITY COMMISSION	-	5,000	5,000
GENERAL FUND	-	5,000	5,000
TRANSIT	-	180,000	180,000
2017 PUBLIC TRANSIT	2,800	(2,800)	-
TRANSIT FUND	2,800	177,200	180,000
PAVILION	-	2,300	2,300
RECREATION DEPARTMENT	-	(2,300)	(2,300)
PARKS & RECREATION FUND	-	-	-
POLICE	-	25,000	25,000
UNDERGROUND STORAGE GRANT	-		

		10,000	10,000
STATE GRANTS FUND	-		
		35,000	35,000
POLICE PATROL	-		
		55,000	55,000
RECREATION IMPROVEMENTS	-	175,000	175,000
SAND BAY STRATEGIC RESTORATION INITIATIVE	10,000	(10,000)	-
SAFE ROUTES TO SCHOOLS	-	285,000	285,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	25,000	
			25,000
CAPITAL PARKS & REC FUND	-		
		25,000	25,000
CAPITAL FLEET/VEHICLES/EQUIPMENT FUND	-	(50,000)	(50,000)
CAPITAL PROJECTS FUND	10,000	505,000	515,000
WEST SIDE CONNECTIVITY	-	250,000	250,000
WATER FUND	-	250,000	250,000
WEST SIDE CONNECTIVITY	-	350,000	350,000
SEWER FUND	-	350,000	350,000
TOTAL ALL FUNDS	12,800	1,322,200	1,335,000

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

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

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

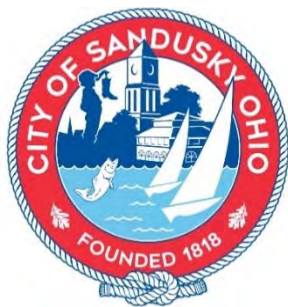
law.

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

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

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

Passed: May 29, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Todd Gibson, Facilities & Properties Supervisor

Date: May 16, 2018

Subject: **Commission Agenda Items**

1. **Maintenance Agreement with City of Huron**
2. **Maintenance Agreement with Margaretta Township**

ITEM FOR CONSIDERATION: Ordinances authorizing the City Manager to enter into intergovernmental agreements with the City of Huron and Margaretta Township for the City of Sandusky to perform routine maintenance and repairs for their vehicles.

BACKGROUND INFORMATION: The City of Huron and Margaretta Township have requested the City of Sandusky continue to provide the level of services their citizens expect. The City of Sandusky, Division of Fleet Maintenance has been providing routine maintenance and repairs to the extent of its available excess capacity, and subject to the City of Sandusky priorities required to maintain the City's own fleet. Each agreement would be for January 1, 2018 through December 31, 2018 with a mutually agreeable one-year option for 2019. Equipment lists are attached to each proposed agreement.

The City of Sandusky first entered into an agreement with the City of Huron in March of 2010, and with Margaretta Township in July of 2012 to perform routine maintenance and repairs on their Fire Department's vehicles. These agreements were renewed in 2013 and expired in 2014, but were expanded to include other vehicles within their fleet. The agreements have proven to be successful by allowing their vehicles to be well maintained and for the City of Sandusky to generate revenue to supplement the General Fund.

BUDGETARY INFORMATION: No general fund money will be required for this agreement. The City of Sandusky will charge the City of Huron and Margaretta Township \$75.00 per hour for labor in quarterly increments. Huron and Margaretta shall be charged a ten percent (10%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles.

ACTION REQUESTED: Separate legislation approving two intergovernmental agreements between 1) the City of Sandusky and the City of Huron and 2) the City of Sandusky and Margaretta Township for the City of Sandusky to perform routine maintenance and repairs on vehicles and equipment owned by each entity. It is also requested that this legislation to be passed under the suspension of the rules in accordance with section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF HURON TO PROVIDE ROUTINE MAINTENANCE SERVICE & REPAIRS FOR THE CITY OF HURON'S FIRE DEPARTMENT VEHICLES BEGINNING JANUARY 1, 2018, THROUGH DECEMBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Fleet Maintenance Department has a limited amount of excess capacity to provide routine maintenance service and repairs for the City of Huron's Fire Department vehicles and has been providing these services to the City of Huron since 2010; and

WHEREAS, the City of Huron desires to continue this arrangement and has requested the City continue to provide these services; and

WHEREAS, the City will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to the City's priorities as required to maintain the City's own vehicles for the term of January 1, 2018, through December 31, 2018, with the option to extend for one (1) year upon written agreement; and

WHEREAS, the City will receive \$75.00 per hour for labor and a ten percent (10%) administration fee for all parts purchased and/or used by the City in the repair of vehicles; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 hereby approves and authorizes the execution of an Intergovernmental Agreement with the City of Huron to provide routine maintenance service & repairs for the City Of Huron's Fire Department vehicles for the period of January 1, 2018, through December 31, 2018, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse

to the City and consistent with carrying out the terms of this Ordinance.

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 29, 2018

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality 222 Meigs Street, Sandusky, Erie County, Ohio 44870, [Sandusky] and the City of Huron an Ohio Charter Municipality, 417 Main Street, Huron, Erie County, Ohio 44839, [Huron] this ____ day of _____, 2018.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Huron's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Huron has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Huron desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Huron's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Huron's fire department vehicles listed on "Exhibit A". All maintenance and repairs shall be

conducted by certified technicians employed by Sandusky. Huron shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Huron is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Huron if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Huron's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Huron will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Huron's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Huron's Fire

Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Huron's operations.

4. Rates, Charges and Payment. Sandusky shall charge the Huron and Huron shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

(a) Labor. Labor will be charged at the rate of seventy-five dollars (\$75.00) per hour in quarterly hour increments; and

(b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Huron shall be purchased through the vendor used jointly by Sandusky and Huron and shall be billed to Huron's account in lieu of Sandusky charging Huron for the purchased parts. Huron shall be charged a ten percent (10%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Huron; and

(c) Sandusky shall invoice Huron each month with the charges for labor provided during the preceding month. Huron agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Huron's Fire Department vehicles, beginning January 1, 2018, through December 31, 2018, for a maximum of one hundred eighty (180) regular hours during this term. If additional hours are required to meet Huron's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and determine if Sandusky has the excess capacity to accommodate

Huron's requirements. This Lease may be extended for a one (1) year term beginning on January 1, 2019, through December 31, 2019, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky: For the City of Huron:

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

City of Huron
c/o City Manager
417 Main Street
Huron, OH 44839

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 5 for any reason, Huron shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Huron shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

By: _____

Title: City Manager

Date: _____

CITY OF HURON, OHIO

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Justin D. Harris
Law Director
City of Sandusky

Laura E. Alkire
Law Director
City of Huron

City of Huron Fiscal Officer's Certification Regarding Availability of Funds

DATE: _____

ATTEST:

I, Catherine Ramey, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of the City of Huron, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Signature

SEAL:

EXHIBIT A

City of Huron Fire Department Vehicles

DRAFT

EXHIBIT B

City of Sandusky's Ordinance

DRAFT

EXHIBIT C

City of Huron's Resolution

DRAFT

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH MARGARETTA TOWNSHIP TO PROVIDE ROUTINE MAINTENANCE SERVICE & REPAIRS FOR MARGARETTA TOWNSHIP'S FIRE DEPARTMENT VEHICLES BEGINNING JANUARY 1, 2018, THROUGH DECEMBER 31, 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Fleet Maintenance Department has a limited amount of excess capacity to provide routine maintenance service and repairs for Margaretta Township's Fire Department vehicles and has been providing these services to Margaretta Township since 2010; and

WHEREAS, Margaretta Township desires to continue this arrangement and has requested the City continue to provide these services; and

WHEREAS, the City will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to the City's priorities as required to maintain the City's own vehicles for the term of January 1, 2018, through December 31, 2018, with the option to extend for one (1) year upon written agreement; and

WHEREAS, the City will receive \$75.00 per hour for labor and a ten percent (10%) administration fee for all parts purchased and/or used by the City in the repair of vehicles; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement as soon as possible as the commencing date is retroactive to January 1, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 hereby approves and authorizes the execution of an Intergovernmental Agreement with Margaretta Township to provide routine maintenance service & repairs for Margaretta Township's Fire Department vehicles for the period of January 1, 2018, through December 31, 2018, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse

to the City and consistent with carrying out the terms of this Ordinance.

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 29, 2018

INTERGOVERNMENTAL AGREEMENT FOR MAINTENANCE

This Agreement is made and entered into by and between the City of Sandusky, an Ohio Charter Municipality, 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, [Sandusky] and Margaretta Township, a political subdivision of the State of Ohio, 114 Main Street, Castalia, Erie County, Ohio, 44825, [Margaretta] this ___ day of _____, 2018.

WHEREAS, Sandusky operates a Fleet Maintenance Department whose operations include, among other matters, the provision of routine maintenance service and repairs for Sandusky vehicles; and

WHEREAS, Sandusky Fleet Maintenance Department currently has a limited amount of excess capacity to provide routine maintenance service and repairs for Margaretta's vehicles and anticipates such excess capacity to continue for at least the term of this agreement; and

WHEREAS, Margaretta has a need to contract for routine maintenance service and repairs for its fire department vehicles, a current list of which is attached hereto and incorporated herein as "Exhibit A";

WHEREAS, Margaretta desires to contract with Sandusky, on the terms and conditions hereinafter set forth, for routine maintenance service and repairs of Margaretta's Fire Department vehicles in accordance with Sandusky's capacity and internal service priorities; and

WHEREAS, this agreement is authorized by R.C. §715.02 **NOW, THEREFORE**, the parties agree as follows:

1. Routine Maintenance Service and Repairs. Sandusky agrees to provide routine maintenance service and repairs to Margaretta's fire department vehicles listed on "Exhibit A". All maintenance and

repairs shall be conducted by certified technicians employed by Sandusky. Margaretta shall have the sole and exclusive responsibility for determining the need for and frequency of routine maintenance service and repairs for its fire department vehicles. Both parties recognize that this Agreement is non-exclusive and that Margaretta is under no obligation to utilize Sandusky for maintenance and Sandusky is under no obligation to perform maintenance for Margaretta if Sandusky's limited amount of excess capacity becomes unavailable.

2. Warranty Sandusky warrants that its repairs and maintenance of Margaretta's Fire Department vehicles shall be in a workman like manner and in accord with the customary standards in the industry of vehicle repair and maintenance.
3. Service Availability and Scheduling. Sandusky will provide the routine maintenance service and repairs to the extent of its available excess capacity and subject to Sandusky's priorities as required to maintain its own vehicles. Margaretta will provide Sandusky with a written list of the Fire Department employees having authority to schedule vehicle service work pursuant to this Agreement, which list shall be verified by Margaretta's Fire Chief. Sandusky will make a reasonable effort to complete scheduled work; or, other agreed upon completion schedule established to account for the complexity of the anticipated work. In the event Sandusky determines that it is not reasonably able to timely complete the requested work, due to workload, capacity and/or complexity of the anticipated work, Sandusky will notify Margaretta's

Fire Chief or designee, accordingly, and make reasonable efforts to minimize the impact on Margaretta's operations.

4. Rates, Charges and Payment. Sandusky shall charge Margaretta and Margaretta shall pay Sandusky for the services rendered pursuant to this Agreement on a time basis, as follows:

(a) Labor. Labor will be charged at the rate of seventy-five dollars (\$75.00) per hour in quarterly hour increments; and

(b) Parts. Parts purchased in the repair of vehicles sent to Sandusky by Margaretta shall be purchased through the vendor used jointly by Sandusky and Margaretta and shall be billed to Margaretta's account in lieu of Sandusky charging Margaretta for the purchased parts. Margaretta shall be charged a ten percent (10%) administration fee for all parts purchased and/or used by Sandusky in the repair of vehicles sent to Sandusky by Margaretta; and

(c) Sandusky shall invoice Margaretta each month with the charges for labor provided during the preceding month. Margaretta agrees to pay the invoice within thirty (30) days of receipt.

5. Term. Sandusky shall provide routine maintenance service and repairs to Margaretta's Fire Department vehicles, beginning January 1, 2018, through December 31, 2018, for a maximum of two hundred (200) regular hours during this term. If additional hours are required to meet Margaretta's requirements for repair and/or maintenance, the Parties will meet to adjust the number of hours in this Paragraph and

determine if Sandusky has the excess capacity to accommodate Margaretta's requirements. This Lease may be extended for a one (1) year term beginning on January 1, 2019, through December 31, 2019, upon written agreement executed by both parties.

6. Amendment and Termination. This Agreement may be amended by written consent of all Parties. Any modification of this Agreement shall be binding only if evidenced in writing, signed by the authorized representative of each party. This Agreement may be terminated by either party by giving 30 days written notice of termination to the other party's authorized representative:

For the City of Sandusky:

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

For Margaretta Township:

Margaretta Township
c/o Trustee Chairman
114 Main Street
Castalia, OH 44825

7. Responsibility for Claims. Each party to this Agreement recognizes that the other is self-insured. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the use described in this Agreement. Any liability for claim for property loss or damage or personal injury or death by a party, its employees, agents, invitees, or contractors, or by third persons, arising out of and during the activities

associated with the Agreement shall be determined in accordance with the laws of the State of Ohio.

8. In the event this agreement is terminated pursuant to Paragraph 5 for any reason, Margaretta shall have no further obligation to make payment to Sandusky, except for payment for services rendered and owed at the time of termination and Sandusky shall have no further obligation to provide the services contemplated by this Agreement.
9. This Agreement supersedes all other oral and written agreements between the Parties with respect to the services that are the subject of this Agreement and contains all of the covenants and agreements between the Parties.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
11. This Agreement shall be passed as a resolution by both Parties and such resolution or action of the respective Councils of Sandusky and Margaretta shall be herein attached and incorporated by reference as Exhibits B and C.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this
Intergovernmental Agreement on the date indicated above.

CITY OF SANDUSKY, OHIO

MARGARETTA TOWNSHIP, OHIO

By: _____
Eric L. Wobser, City Manager

By: _____
Joe Bias Jr., Trustee Chairman

Date: _____

Date: _____

APPROVED AS TO FORM:

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

EXHIBIT A

Margaretta Township Fire Department Vehicles

DRAFT

EXHIBIT B

City of Sandusky's Ordinance

DRAFT

EXHIBIT C

Margaretta Township's Resolution

DRAFT



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 16, 2018

Subject: Commission Agenda Item – 2018 Tree & Stump Removal Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the 2018 Tree & Stump Removal Project, which incorporates the removal of thirty (30) dead trees and sixty-seven (67) abandon tree stumps.

BACKGROUND INFORMATION: The maintenance and removal of trees located within the city boulevard are the responsibility of the abutting homeowner pursuant to the Ohio Revised Code. During the campaign for Issue 8, voters expressed their concerns with the aging tree population in our area and that many of our residents cannot absorb the cost to maintain the trees or to have them removed.

Since the passage of Issue 8 in 2015, City Commission has directed staff to take a better approach to the maintenance and removal of dead or dying trees located within the boulevard and on city properties by allocating up to \$75,000 of Issue 8 Capital funds each year for the removal and maintenance of such trees. Since 2015 the City has contracted out the removal of roughly 201 boulevard trees and the trimming of roughly 71 boulevard trees.

The Forestry Division recently began re-evaluating the existing tree inventory, coordinating with GIS staff to update the mapping program and creating a multi-year work plan. In addition, they have located stumps that have been left within in the boulevard from past projects and developed a plan to remove those in the most time and cost-effective way. Staff developed a list of sixty-seven stumps to be removed and boulevard area to be restored with top soil and grass seed to be included in this year's project.

Forestry Division has made incredible strides over the past six months in removing the trees that City equipment would allow. The backlog of tree removals within the boulevard is noticeably smaller than when Issue 8 passed, and crews are very diligent about making sure staff removes as many trees as possible thereby reducing the increased cost to pay a contractor.

Trees scheduled for removal as part of this year's project are those on the current list that measure at least 24-inches in diameter or are trees that are proximate to power lines since the city does not have the proper equipment to remove trees of that size or to maneuver in tight, dangerous spaces. The catching up with the list of trees. Since much of the focus this year is on the largest remaining trees and several stump removals, this project is scheduled to remove thirty (30) dead trees located in the

boulevard. A listing of property locations where tree removal or stump grinding will take place as part of this project has been attached.

BUDGETARY INFORMATION: The engineer's estimate for the 2018 Tree & Stump Removal Project is \$74,345.00, which shall be paid for out of Capital Projects Fund (Issue 8 Infrastructure).

ACTION REQUESTED: It is recommended that proper legislation be approved to accept bids for the 2018 Tree & Stump Removal Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow ample time for bidding, accept bids and award a contract to ensure that the project is completed early in the fall so grass can be established in 2018.

I concur with this recommendation:

Eric Wobser
City Manager

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

2018 Tree Stump Removal Project

Property Locations

Tree Removal	Stump Removal
2636 15th St	114 44th St
218 44th St	1114 44th St
130 44th St	115 46th St
122 44th St	406 50th St
529 Anderson St	417 Adams St, East
616 Broadway St	424 Adams St, East
611 Broadway St	616 Adams St, East
1328 Central Ave	525 Anderson St
1223 Central Ave	1520 Central Ave
1429 Columbus Ave	1808 Central Ave
Church on Corner of Lawrence & W Jefferson	629 Clinton St
1106 Fourth St	1621 Columbus Ave
1113 Fourth St	Corner of Hancock & Adams
1523 Lindsley St	910 Decatur St
629 Mills St	1505 Farwell St, East
618 Mills St	1206 Fifth St
1711 Monroe St, West	421 Franklin St
2201 Monroe St, West	514 Jackson Street
1406 Pearl St	617 Jefferson St, East
607 Pearl St	1511 Lindsley St
1429 Pearl St	529 Lockwood Ave
1505 Pearl St	602 Lockwood Ave
1024 Perry St	504 Madison St, East
819 Perry St	934 Madison St, West
1524 Prospect St	434 Market St, West
1132 Second St	1408 Market St, West
1008 Sycamore Ln	515 McDonough St
1105 Wayne St	601 McDonough St
	1316 McKinley St
	606 Meigs St
	413 Monroe St, West
	1303 Monroe St, West
	1802 Monroe St, West
	1104 Ogontz St
	2117 Oldgate Rd, East
	709 Osbourne St, West
	1923 Pearl Street
	532 Perry St
	729 Perry St
	911 Perry St
	1009 Putnam St
	1401 Putnam St
	1408 Putnam St
	1434 Putnam St
	503 Putnam St
	334 Reese St
	1111 Second St
	502 Sycamore Ln
	417 Thorpe Dr
	808 Thorpe Dr
	604 Tiffin Ave
	110 Tyler St
	102 Tyler St
	1218 Tyler St
	801 Warren St
	915 Warren St
	603 Washington St, West
	1109 Wayne St

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED 2018 TREE & STUMP REMOVAL 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 Tree & Stump Removal Project involves the removal of thirty (30) dead trees and sixty-seven (67) abandon tree stumps located on City boulevards and includes seeding at the removal site; and

WHEREAS, the estimated cost of this project is \$74,345.00 and will be paid with Issue 8 infrastructure funds from the Capital Projects Fund; 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 to allow the contractor to complete the project in the Fall so grass can be established in 2018; and

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

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed 2018 Tree & Stump Removal 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 Tree & Stump Removal 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 Tree & Stump Removal 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.

PAGE 2 - RESOLUTION NO. _____

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 29, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5884
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Todd Gibson, Facilities & Properties Supervisor

DATE: May 16, 2018

RE: **Item for Commission Agenda: Increase in two charges for Oakland Cemetery and Memorial Park**

ITEM FOR CONSIDERATION: Legislation authorizing a 3% increase (CPI) for the Garden Mausoleum at Oakland Cemetery and Memorial Park, plus \$50.00 to cover the inscription expenses on the crypt, as well as a 10% price increase on the one-time charge for ongoing care and maintenance, due to the rising costs of labor and materials.

BACKGROUND INFORMATION: The last increase for Garden Mausoleums Crypts and Columbarium Niches was approved by Ordinance No. 15-068, effective June 1, 2015 and included a 10% increase in all Oakland Cemetery fees to more closely reflect other cemeteries.

This new proposal was approved and recommended by the Cemetery Board at the April 25, 2018, board meeting. A cost comparison of five (5) other area cemeteries was conducted and the increase will align more closely with other local cemetery prices, as demonstrated below. The Oakland price includes the proposed increase:

	Oakland	Calvary	Lakewood	Northwood	Margaretta	Meadow Green
Single	\$2,000-3,000	\$6,802-7,402	\$5,000-6,000	\$2,700-3,600	\$1,900-3,300	\$6,589
Double	\$3,050-4,550	N/A	\$9,000-10,000	N/A	\$2,100-3,800	\$5,900

Here are the current and proposed prices for Oakland Cemetery and Memorial Park:

	Current Price	Proposed Price
Single Crypt/Resident	\$1,100-1,870	\$2,000
Single Crypt/Non-Resident	\$1,760-2,850	\$3,000
Double Crypt/Resident	\$1,760-3,190	\$3,050
Double Crypt/Non-Resident	\$2,750-4,785	\$4,550
Columbaria(Niches)/Resident	\$247.50-418	\$425
Columbaria(Niches)/Non-Resident	\$377.50-627	\$610
Care Pot	\$300	\$330
Care Urn	\$450	\$495
Care Wreath	\$220	\$250
Care Wreath & Pot	\$450	\$495
Care Wreath & Urn	\$650	\$715
Care Flowers Mausoleum	\$220	\$250
Vase for Mausoleum	\$300	\$330

In addition, the Board is proposing the elimination of the \$25.00 savings for the purchase of more than one care pot on the same day.

An average of 7 crypts and 1 niche have been sold annually over the past three years, which results in about \$3,000 of additional total revenue annually.

BUDGET IMPACT: The newly-generated funds will be allocated as follows: 75% to the General Cemetery Fund and 25% to the Cemetery Endowment Fund.

ACTION REQUESTED: It is recommended that an Ordinance of a 3% increase (CPI) for the Garden Mausoleum at Oakland Cemetery and Memorial Park, plus \$50.00 to cover the inscription expenses on the crypt, as well as a 10% price increase on the one-time charge for ongoing care and maintenance be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the fees accurately reflect the market value effective July 1, 2018, and allow the City to meet budgetary obligations in each fund.

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

SANDUSKY CEMETERY BOARD

2917 Milan Road Sandusky, Ohio 44870

Kevin J. Zeiher
Secretary

April 30, 2018

Eric Wobser
City Manager
City of Sandusky
222 Meigs Street
Sandusky, Ohio 44870

Re: Mausoleum and Care Prices

Dear Mr. Wobser:

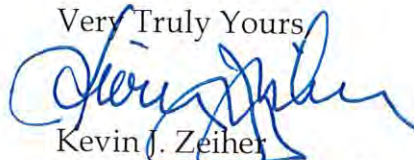
The Sandusky Cemetery Board at its April 25, 2018 meeting reviewed the results of Cemetery Superintendent, Dan Hedberg's Fee Study and Cost Comparison for the Mausoleum at Oakland Cemetery. After some discussion, the Sandusky Cemetery Board voted unanimously to adopt the fees and charges as proposed by Mr. Hedberg, which reflect a 3% increase.

Upon Motion by Mr. Martin, seconded by Mr. Smith, it was proposed that the Mausoleum charges be increased as follows: Single crypt \$2,000.00 for residents: \$3,000 for non-residents; for double crypts \$3,050.00 for residents and \$4,550.00, for non-residents. Columbaria charges also were increased as follows: \$425.00 for residents and \$610.00 for non-residents.

This is the first increase in fees since 2015, and Oakland Cemetery is still priced the lowest among local cemeteries.

The increases in fees will become effective as soon as approved by the City Commission.

Very Truly Yours



Kevin J. Zeiher
Secretary to the Board

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NEW FEE SCHEDULE AS RECOMMENDED BY THE CEMETERY BOARD FOR THE OAKLAND CEMETERY AND MEMORIAL PARK RULES AND REGULATIONS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Chapter 151 of the Codified Ordinances and the Rules and Regulations of the Oakland Cemetery and Memorial Park, the Cemetery Board is authorized to establish, increase, and decrease fees, prices and charges, subject to approval by the City Commission; and

WHEREAS, the Cemetery Board is proposing a 3% increase for the Garden Mausoleum, plus \$50.00 to cover the inscription expenses on the crypt, as well as a 10% increase on the one-time charge for ongoing care and maintenance due to the rising costs of labor and materials; and

WHEREAS, the proposed fee increases were approved and recommended by the Cemetery Board at their meeting on April 25, 2018, and if approved, will become effective on July 1, 2018; 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 increases which will be effective on July 1, 2018, and allow the City to meet budgetary obligations; and

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

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

Section 1. Pursuant to Chapter 151 of the Codified Ordinances and the Oakland Cemetery and Memorial Park Rules and Regulations this City Commission approves the proposed fee schedule as recommended by the Cemetery Board to become effective on July 1, 2018, a copy of which is marked Exhibit "A" attached to this Ordinance and is specifically incorporated as if fully rewritten herein, and shall be available for inspection at the Cemetery Office.

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 29, 2018



**Oakland Cemetery & Memorial Park
Garden Mausoleum and Columbarium**

2917 Milan Road
Sandusky, OH 44870
Phone: 419-627-5842
FAX: 419-627-5911
www.ci.sandusky.oh.us

**FEE SCHEDULE
EFFECTIVE July 1, 2018**

Grave Space Charges (25% endowed)

<u>Area</u>	<u>Resident</u>	<u>Regular Price</u>	<u>With Special Care Endowment Purchase</u>
Upright Monuments	\$467	\$577	Additional \$220
Flush Markers	\$412	\$522	Additional \$220
Area "Q" (Veteran)	\$379	\$425	Additional \$220
Urn Garden (Area "V")	\$165	\$198	Additional \$220
Area "J" and "U" (infant graves)	\$165	\$198	Additional \$220
Columbarium Niche	\$425	\$610	
Garden Mausoleum Crypts	\$2,000 - \$3,050	\$3,000 - \$4,550	
Cremation Boulders (\$1100/side)	\$2,200		
No Interment Charge			
Double Depth	\$300	\$321	

Interment Charges (25% endowed)

<u>Type</u>	<u>Amount (Double Depth 2nd)</u>	<u>Double Depth 1st</u>
Adult*	\$550	\$605
Youth*	\$385	\$423
Infant*	\$220	\$442
Cremation	\$275	
Inurnment	\$220	
Entombment	\$440	
Oversized (grave over 8' long or 40" wide)	\$605	

*Grave size definitions: Adult (5' – 8'), Youth (3' – 5'), Infant (under 3')
During extended hours (based on arrival at Cemetery)

<u>Type</u>	<u>Additional Amount</u>
Weekdays after 3 p.m.	\$165
Saturday 10 a.m. – 3 p.m.	\$400 after 3pm additional \$165
Sunday & Holidays 10 a.m. – 3 p.m.	\$500 after 3pm additional \$165
Mausoleum Only Sunday & Holidays 10 a.m. – 3 p.m.	\$500

All Other Charges

<u>Disinterment</u>	<u>Amount</u>
Adult	\$990
Infant	\$605
Cremation	\$330

<u>Monument Foundations</u>	<u>Amount</u>
Minimum (556 sq. in.)	\$165
Over minimum per sq. in.)	\$.29 sq. in

<u>Record Search</u>	<u>Amount</u>
First 3 names	N/C
More than 3 names	\$.27/ea.

<u>Other Fees</u>	<u>Amount</u>
Recording Deed/Affidavit	\$27
Straighten stone, single	\$22
Straighten stone, double	\$27
Misc. work per man/hour	\$38
Planting permit	\$1
Receiving vaults* (First 30 days)	\$110
Receiving vaults* (each additional 30 days)	\$55
Emblem for cremation boulders front	\$75

*This fee is to be paid 30 days in advance and is not prorate.