



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
JULY 23, 2018 at 5 p.m.  
CITY HALL, 222 MEIGS STREET**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, D. Waddington, D. Brady, D. Murray, G. Lockhart, W. Poole & N. Twine
APPROVAL OF MINUTES	July 9, 2018
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

---

**CONSENT AGENDA ITEMS**

---

**SECOND READING**

**A. Submitted by Todd Gibson, Facilities & Properties Supervisor**

**APPROVAL TO REQUEST REIMBURSEMENT FROM ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT FOR CITY-WIDE CLEANUP AND YARD WASTE DROP-OFF EVENTS**

**Budgetary Information:** Reimbursement funds, if received, will be deposited into the general fund for the Horticultural Services Department.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving a request for reimbursement from the Erie County Solid Waste Management District through the community grants program for expenses relating to the city's cleanup and recycling events.

**B. Submitted by Hank Solowiej, Finance Director**

**BUDGET AMENDMENT #2**

**Budgetary Information:** Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: subrecipient agreements and capital projects funded by CDBG; Jackson Street Pier project design services funded by the revolving loan fund; EMS fund purchases for radios, thermal cameras and other capital items.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting amendment #2 to ordinance #18-066 passed by this city commission on March 26, 2018, making general appropriations for the FY 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by John Orzech, Chief of Police**

**DISPOSAL OF UNNEEDED VEHICLES**

**Budgetary Information:** There is no budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Police Department's law enforcement trust fund.

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

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

**CHANGE ORDER FOR WAYFINDING & SIGNAGE PROJECT (TIME EXTENSION ONLY)**

**Budgetary Information:** Change Order #2 has no budgetary impact.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the second and final change order for work performed by Ellet Neon Sales & Service, Inc., of Akron, Ohio, for the wayfinding and signage project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**AUTHORIZATION TO ACCEPT BIDS FOR CEDAR POINT WATER MAIN IMPROVEMENT PROJECT**

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising and miscellaneous costs is \$407,000 to be paid with water funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed Cedar Point water main improvement 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.

---

F. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER

A request has been received from the Ohio Division of Liquor Control for the transfer of D1 (*Beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permits from Luco Wes Properties LLC dba Luco West Bar & Grill to Benjamin Vito Pruitt dba Benny Vito’s Grill & Bar, 902 West Adams Street. It is requested the commission clerk be authorized to notify the Division of Liquor Control the city does not request a hearing on this matter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Matt Lasko, Development Director

INTENT TO INVEST IN REDEVELOPMENT OF THE COOKE COMPLEX

**Budgetary Information:** The city will be responsible for providing \$500,000 in grant funds from the Chesapeake TIF, subject to the above conditions.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the city’s intent to invest in the Cooke Complex project relating to the redevelopment of the Cooke Building located at 160 Columbus Avenue, 119 East Market Street and the Huntley Building located at 133 East Market Street by granting funds in the amount of \$500,000 to H2 Property Management, LLC using proceeds from the Chesapeake TIF fund; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Nicole DeFreitas, Transit Administrator

AGREEMENT WITH JOHNSON CONTROL, INC. TO PURCHASE AND INSTALL SECURITY SYSTEM AT AMTRAK STATION

**Budgetary Information:** The total cost of the professional services is \$19,000. The Ohio Transit Preservation Partnership Program will provide \$15,728 and the balance of \$3,272 will be paid with transit capital replacement funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Johnson Control, Inc., of Cleveland, Ohio; for professional services for the transit center security project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 - Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF TRUCK FOR WATER DISTRIBUTION DIVISION

**Budgetary Information:** The total cost of the 2018 F450 4 x 4 regular chassis cab, dual rear-wheel truck with utility service body is \$52,583 and will be paid from water funds which were budgeted in the capital improvement plan and accounted for in the 2018 rate review.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2018 Ford F450 4 x 4 regular chassis cab truck with utility service body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Water Distribution Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

ENCROACHMENT LICENSE TO GUNDLACH SHEET METAL WORKS, INC.

**Budgetary Information:** There is no budgetary impact with this item. Gundlach Sheet Metal Works, Inc. is responsible for recording fees to the Erie County Recorder’s Office.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Gundlach Sheet Metal Works, Inc., to provide for the use of a certain portion of the city’s rights-of-way, as described in the grant of a license for encroachment, for purposes of installing awnings; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

ENCROACHMENT LICENSE TO TALLTOWN INVESTMENTS, LLC

**Budgetary Information:** There is no budgetary impact with this item. Talltown Investments, LLC is responsible for recording fees to the Erie County Recorder’s Office.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing the City Manager to enter into a license agreement with Talltown Investments, LLC, to provide for the use of a certain portion of the city’s rights-of-way as described in the grant of a license for encroachment; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

APPROVAL FOR LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR MCCARTNEY ROAD PROJECT

**Budgetary Information:** Loan agreement in the amount of \$175,000 with zero percent interest will be paid back at a term of twenty years using Issue 8 funds from the capital projects fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a project loan agreement with the Director of the Ohio Public Works Commission for the McCartney Road reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Jane Cullen, Assistant City Engineer

DESIGN/BUILD CONTRACT WITH MOSSER CONSTRUCTION FOR WASTE WATER TREATMENT PLANT

**Budgetary Information:** The estimated cost of the project including engineering, inspection, advertising and miscellaneous costs is \$282,000 to be paid with sewer funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a design/build contract with Mosser Construction, Inc. of Fremont, Ohio, for the Waste Water Treatment Plant primary digester #4 – structural and roof repair project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 - Submitted by Matt Lasko, Chief Development Officer

AUTHORIZATION TO PURCHASE PROPERTY ON MILAN ROAD

**Budgetary Information:** The city will be responsible for purchasing both properties for \$87,500 and covering traditional closing costs in addition. The expenses will initially be paid for utilizing neighborhood initiative funds (specifically housing repair funds). When the single-family home is resold, the difference between the purchase price of both parcels and the sales price of only the single-family home (if there is a difference) will be expensed against the neighborhood initiative fund (specifically, neighborhood improvements) and the housing repair balance will be made whole. In the event sales proceeds for only the single-family home exceed the purchase price of both parcels, the net proceeds will be deposited into the real estate development fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a residential purchase agreement for the purchase of property located on Milan Road and identified as Parcel No’s. 57-05985.002 and 57-01857.000; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

**Buckeye Broadband broadcasts on Channel 76:**

Monday, July 23 at 8:30 p.m.

Tuesday, July 24 at 5:00 p.m.

Monday, July 30 at 8:30 p.m.

YouTube: [https://www.youtube.com/channel/UCBxZ482ZeTTixa\\_Rm16YWWTQ](https://www.youtube.com/channel/UCBxZ482ZeTTixa_Rm16YWWTQ)



## DEPARTMENT OF PUBLIC WORKS

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

To: City Manager, Eric Wobser

From: Todd Gibson, Facilities & Properties Supervisor

Date: June 27, 2018

**Subject: Commission Agenda Item – Approval for Reimbursement**

**ITEM FOR CONSIDERATION:** Legislation authorizing the approval to request reimbursement from the Erie County Solid Waste Management District for expenses from the City-Wide Clean-Up and Yard Waste Drop-Off events.

**BACKGROUND INFORMATION:** The Erie County Solid Waste Management District Plan provides grant money for materials and yard waste collected that have been recycled and/or composted through the Community Grants Program. The Erie County Solid Waste Management District Policy Committee adopted a Resolution on June 27, 2017, to amend the Solid Waste Management Plan which included an increase the amount for the Community Grants Program to \$2,500.00. This City Commission approved the amendment to the Plan in October of 2017. Staff would like to request reimbursement of expenditures for previous programs and for future expenditures for the fall program in 2018.

The table below indicates qualifying charges for two spring 2018 events (City-Wide Clean-Up and Spring Yard-Waste Drop-Off) and estimated charges for the Fall City-Wide Clean-Up and Fall Yard-Waste Drop-Off events:

Vendor	Actual Spring Charges	Estimated Fall Charges
Allshred Services	\$145.00	\$190.00
Barnes Nursery, Inc.	\$400.00	\$500.00
Reisig, LLC DBA – Ohio Tire Terminal	\$1,221.75	\$2,250.00
<b>TOTAL</b>	<b>\$1,766.75</b>	<b>\$2,940.00</b>

**BUDGETARY INFORMATION:** Reimbursement funds, if received, will be deposited into the General Fund for the Horticulture Services Department.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared and approval be granted to receive grant money from Erie County Solid Waste Management District for the recycled and composted materials collected from the Spring City-Wide Clean-Up and Spring Yard-Waste Drop-Off events. It is further requested that approval be granted to receive grant money for these same events that will be taking place in the fall.

I concur with this recommendation:

Eric Wobser  
City Manager

Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**A RESOLUTION APPROVING A REQUEST FOR REIMBURSEMENT FROM THE ERIE COUNTY SOLID WASTE MANAGEMENT DISTRICT THROUGH THE COMMUNITY GRANTS PROGRAM FOR EXPENSES RELATING TO THE CITY'S CLEANUP AND RECYCLING EVENTS.**

**WHEREAS**, on June 27, 2017, the Erie County Solid Waste Management District Policy Committee adopted Resolution No. 117-1 to amend the March 20, 2017, approved Solid Waste Management Plan Update to make certain amendments in accordance with O.R.C. 3734.56(E), which included increasing the Community Grants amount from \$1,000 annually to at least \$2,500 annually; and

**WHEREAS**, the City conducted a City-Wide Clean-Up event and Yard-Waste Drop-Off event this past Spring and incurred expenses in the amount of \$1,766.75 and plans to conduct these events again in the Fall and estimates the expenses to be in the amount of \$2,940.00; and

**WHEREAS**, approval is requested to submit for reimbursement to the Erie County Solid Waste Management District the amount of \$1,766.75 for expenses incurred for the recycling events already held in the Spring and to submit for reimbursement the actual expenses incurred for the Fall recycling events once the events have taken place; and

**WHEREAS**, any funds reimbursed to the City from the Erie County Solid Waste Management District through the Community Grants Program for expenses relating to recycling events in the CY 2018 will be placed in the General Fund for the Horticultural Services department; and

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

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

Section 1. This City Commission hereby approves the request for reimbursement from the Erie County Solid Waste Management District through the Community Grants Program for expenses relating to the City's City-Wide Clean-up Yard-Waste Drop-Off recycling events held in CY 2018 in an amount up to \$2,500.00 pursuant to and in accordance with the Erie County Solid Waste Management District Plan Update and Community Grants Program.

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.

**PAGE 2 - RESOLUTION NO. \_\_\_\_\_**

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 shall take effect at the earliest time allowed by Law.

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

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

Passed: July 23, 2018 (effective after 30 days)



**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: July 16, 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 #2 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:

Subrecipient agreements and capital projects funded by CDBG  
Jackson Street Pier Project design services funded by RLF  
EMS Fund purchases for radios, thermal cameras, and other capital items

**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: Trevor Hayberger, Assistant Law Director

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

AN ORDINANCE ADOPTING AMENDMENT NO. 2 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 State Grants, Federal Grants, and Capital Projects 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 26<sup>th</sup> day of March, 2018, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
REVOLVING LOAN-ECO DEV	-	90,000	90,000
STATE GRANTS FUND	-	90,000	90,000
HUD CDBG	-	150,000	150,000
FEDERAL GRANTS FUND	-	150,000	150,000
EMS	50,000	250,000	300,000
CAPITAL PROJECTS FUND	50,000	250,000	300,000
TOTAL ALL FUNDS	50,000	490,000	540,000

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: July 23, 2018



---

## SANDUSKY POLICE DEPARTMENT

JOHN ORZECZ, POLICE CHIEF

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

Website: [www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)  
Facebook: [www.facebook.com/sanduskypolice](https://www.facebook.com/sanduskypolice)

To: Eric Wobser, City Manager  
From: John Orzech, Chief of Police  
Date: July 11, 2018  
Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** It is requested that the City Commission authorize legislation to dispose of unneeded vehicles through internet auction, pursuant to Section 25 of the City Charter.

**BACKGROUND INFORMATION:** The items below have been determined by the Police Chief and Fleet Maintenance Chief Foreman to be of no use to the City and recommends the vehicles be declared obsolete, unnecessary and unfit for City use:

2010 Ford F-250 (VIN: 1FTSW2BR1AEA68245 / 141152 Miles) This truck is a seized vehicle that was forfeited at the conclusion of the criminal case and it is no longer necessary to hold the vehicle.

2002 Lincoln Navigator (VIN: 5LMFU28R52LJ16222 / 275005) This SUV is a seized vehicle that was forfeited at the conclusion of the criminal case and it is no longer necessary to hold the vehicle.

**BUDGETARY INFORMATION:** There is NO budgetary impact stemming from this disposal. The proceeds from the sales will be placed in the Police Department's Law Enforcement Trust Fund.

**ACTION REQUESTED:** It is requested the attached legislation be approved authorizing the disposal of the vehicles listed above. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow for the items to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices.

Approved:

---

John Orzech,  
Chief of Police

---

Eric Wobser,  
City Manager

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

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

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

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

**WHEREAS**, the following vehicles have been determined by the Police Chief and Fleet Maintenance Chief Foreman to be beyond their useful life and of no use to the City and are recommending the vehicles be declared obsolete, unnecessary and unfit for City use and it is requested these vehicle be disposed of via [www.Govdeals.com](http://www.Govdeals.com), which is an internet auction site for governmental entities:

<u>Year / Make / Model</u>	<u>Vehicle ID Number</u>	<u>Mileage</u>
2010 Ford F-250	1FTSW2BR1AEA68245	141,152
2002 Lincoln Navigator	5LMFU28R52LJ16222	275,005

**WHEREAS**, these vehicles have been confiscated by the Sandusky Police Department and the related Court cases have been adjudicated and closed thereby eliminating the need to retain the vehicles as evidence; and

**WHEREAS**, the proceeds from the sale of these vehicles will be placed into the Police Department’s Law Enforcement Trust Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the vehicle to be placed on the internet for auction at the earliest opportunity and to continue with good housekeeping practices; and

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

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

Section 1. This City Commission finds and determines that the vehicles described in the preamble above have become obsolete and are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager

is authorized and directed to dispose of the vehicle no longer needed for City purposes through internet auction with the proceeds to be placed in the Police Department's Law Enforcement Trust Fund.

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: July 23, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director

Date: July 11, 2018

**Subject: Commission Agenda Item – Wayfinding & Signage Project, Change Order #2 - Final**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of Change Order No. 2 - Final, for the Wayfinding & Signage project for Ellet Neon Sales and Service, Inc. (Ellet).

**BACKGROUND INFORMATION:** In July of 2016, the City entered into an agreement with Ellet Neon Signs and Service for fabrication and installation of over 100 signs for the Wayfinding and Signage project. Change Order #1 was approved via ordinance 18-21 on June 11, 2018 for a savings of \$10,847.86.

Change Order No. 2 – Final is for a time extension only requested by Ellet for additional work related to 1) modifications requested by the City to a sign already installed, and 2) relocation of foundations at several locations based on direction by the City.

Attached is the final change order documentation for this project as recommended for approval by the Project Manager, KE McCartney, and agreed to by Ellet. City staff concurs with this recommendation for approval. All information contained herein has been reviewed by the Ohio Department of Transportation (ODOT). These changes do not address the contract with KE McCartney, who performed construction administration activities for the project.

**BUDGETARY INFORMATION:** Change Order No. 2 has no budgetary impact

**ACTION REQUESTED:** It is recommended that the necessary legislation to approve Change Order No. 2 – Final for the Wayfinding & Signage project for Ellet Neon Sales and Service, Inc. be approved and passed under suspension of the rules and in accordance with Section 14 of the City Charter to close out the project and remain within contractual schedules agreed to with the Ohio Department of Transportation.

I concur with this recommendation:

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

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

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

# CHANGE ORDER

**PROJECT**

City of Sandusky - Wayginding & Signage Project  
 PID No. 100018  
 City of Sandusky

**C.O. #**

2 - Final

**DATE**

June 29, 2018

**CONTRACTOR**

Ellet Neon Sales & Service  
 3041 E. Waterloo Road  
 Akron, Ohio 44312

**OWNER**

City of Sandusky  
 222 Meigs Street  
 Sandusky, Ohio 44870

## CHANGE ORDER DETAIL

Ref. #	Description	Part Code	Quantity	Unit	Unit Price	Amount
	See Attached Sheet for C.O. Quantities					
	Total Participation Code 02 - Local Funds					\$ -
	<b>C.O. for Time Extension Only</b>					
					<b>Total</b>	\$ -

Funding \ Participation Codes:

01

100% Project Funds

02

100% Local Funds

## EXPLANATION OF NECESSITY


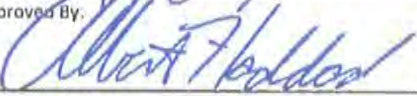
See Attached Sheet for Explanation by Reference Number

**CHANGE TO CONTRACT PRICE**

Original Contract Price	\$	360,399.00
Current Contract Price - Adjusted by Previous Change Order(s)	\$	360,399.00
Increase \ Decrease Due to this Change Order	\$	-
New Contract Price - Including This Change Order	\$	360,399.00

**CHANGE TO CONTRACT TIME**

Original Contract Completion Date	November 17, 2017
Contract Time (Days) Due to this Change Order	186 Days
Current Contract Completion Date	May 22, 2018

Recommended \ Approved By:	Signature	Date
<b>ENGINEER \ CONST. MGR.</b> K.E. McCartney & Associates Brian Sarratore, Proj. Mgr.	Recommended By: 	7/2/18
<b>CONTRACTOR</b> Ellet Neon Sales & Service Albert Haddad	Approved By: 	7-2-2018
<b>OWNER</b> City of Sandusky Aaron M. Klein, P.E.	Approved By:	

## CHANGE ORDER DETAIL

## PROJECT

City of Sandusky - Wayginding &amp; Signage Project

PID No. 100018

City of Sandusky

C.O. #

2 - Final

DATE \_\_\_\_\_

June 29, 2018

**CONTRACTOR**

Ellet Neon Sales &amp; Service

3041 E. Waterloo Road

Akron, Ohio 44312

## OWNER

City of Sandusky

222 Meigs Street

Sandusky, Ohio 44870

Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
						\$ -
Totals						\$ -

Funding \ Participation Codes:

01

50% Federal Funds/50% Local Funds

02

100% Local Funds

**PROJECT**

City of Sandusky - Wayginding & Signage Project  
PID No. 100018  
City of Sandusky

**C.O. #**

2 - Final

**DATE**

June 29, 2018

**CONTRACTOR**

Ellet Neon Sales & Service  
3041 E. Waterloo Road  
Akron, Ohio 44312

**OWNER**

City of Sandusky  
222 Meigs Street  
Sandusky, Ohio 44870

**EXPLANATION OF NECESSITY****FINAL CHANGE ORDER**

This change order provides a time extension to the contractor to perform the additional work for Extra Work # 4 & #5 on Change Order 1 per the owner's request.

Extra Work #4: Foundation Excavation - Obstacles - This extra work was performed on 11/28/2017, 11/29/2017, 11/30/2017. This extra work caused a delay in time for remaining plan contract items.

Extra Work #5: Message Addition to Sign G-DT-005 - This extra work was an owner requested change and was weather sensitive.

Original Completion Date November 17, 2017

Extra Work #4 21 Calendar Days (Extra Work, Concrete Cure Time, Sign Installation)

Extra Work #5 14 Calendar Days (Design, Fabricate and Install)

Winter 151 Calendar Days

Total = 186 Calendar Days

Revised Completion Date = May 22, 2018

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND & FINAL CHANGE ORDER FOR WORK PERFORMED BY ELLET NEON SALES AND SERVICE, INC., OF AKRON, OHIO, FOR THE WAYFINDING & SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Wayfinding & Signage Project, which was communicated as a priority by businesses and residents during the Bicentennial Vision process, involved appropriate signage to allow tourists to more easily navigate to and from locations such as parks, museums, marinas, the boat launch, ferries, downtown, Cedar Point, Sports Force, Toft's Dairy, and Firelands Regional Medical Center; and

**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Wayfinding & Signage Project by Resolution No. 011-17R, passed on February 13 2017; and

**WHEREAS**, this City Commission approved the awarding of the contract to Ellet Neon Sales and Service, Inc., of Akron, Ohio, for work performed for the Wayfinding & Signage Project by Ordinance No. 17-138, passed on July 10, 2017; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Services K.E. McCartney & Associates, Inc., of Elyria, Ohio, for project coordination, construction administration and inspection services for the Wayfinding & Signage Project by Ordinance No. 17-139, passed on July 10, 2017; and

**WHEREAS**, this City Commission approved the First Change Order for work performed by Ellet Neon Sales and Service, Inc., of Akron, Ohio, for the Wayfinding & Signage Project to deduct the contract amount by \$10,847.86 by Ordinance No. 18-121, passed on June 11, 2018; and

**WHEREAS**, this Second & Final Change Order extends the final completion date from November 17, 2017, until May 22, 2018, to allow for the additional work requested by the City and the relocation of foundations at several locations as directed by the City and is recommended for approval by the Project Manager, KE McCartney & Associates, Inc., with Staff concurring with the recommendation; 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 close out the completed project and remain within contractual schedules agreed to with the Ohio Department of Transportation; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second & Final Change Order extending the final completion date from November 17, 2017, to May 22, 2018, for work performed by Ellet Neon Sales and Service, Inc. of Akron, Ohio, for the Wayfinding & Signage Project.

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

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

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

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

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

Passed: July 23, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager  
From: Jane E. Cullen, P.E.  
Date: July 11, 2018  
Subject: **Commission Agenda Item- Cedar Point Watermain Improvement Project**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City to accept bids for the Cedar Point Watermain Improvement Project

**BACKGROUND INFORMATION:** There is an existing sixteen-inch (16") water main from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee. Over the last several years this existing water main has experienced multiple breaks along three different sections. The first section was successfully replaced on an emergency basis in 2016. This area was located in the Cedar Point parking lot.

The design consultant, Arcadis U.S., Inc. has prepared construction drawings and an engineer's estimate for the improvement of two sections of the existing water main along the Causeway. The first design and construction project will be starting at the First Street and Cedar Point Causeway intersection and proceeding approximately three hundred feet (300') northerly. This project will involve removing older valves, sections of smaller mains and other potential problems at this location. This section of pipe experienced a break on a bypass line during the winter a few years ago. This construction is expected to be performed prior to Cedar Point Park opening in May 2018. The second design and construction project will involve replacing the twelve (12") water main on and in the vicinity of the High Bridge on the Causeway. This most recent water main break involved this section of pipe in 2016, but a second break occurred several years prior. This construction is expected to occur between November 2018 and prior to the park opening in May 2019. Two separate sets of plans and construction projects will be anticipated.

**BUDGETARY INFORMATION:** The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$407,000.00 to be paid with Water Funds.

**ACTION REQUESTED:** It is recommended that the proposed Cedar Point Watermain Improvement Project be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and finish the underground utility construction of this project by mid-January 2019 and allow final pavement restoration by early May 2019 before Cedar Point Amusement Park opens for the summer season.

I concur with this recommendation:

---

Eric Wobser, City Manager

---

Aaron Klein, P.E., Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CEDAR POINT WATERMAIN IMPROVEMENT 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**, there is an existing sixteen-inch (16") watermain from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee and over the last several years this existing watermain has experienced multiple breaks along three (3) different sections and one (1) section was replaced as an emergency in 2016; and

**WHEREAS**, the proposed Cedar Point Watermain Improvement Project provides for improvements to the other two (2) sections and includes the removal of older valves, sections of small mains, and other potential problems to the section starting at the First Street and Cedar Point Causeway intersection and proceeding approximately 300 feet north with the construction expected to be performed prior to Cedar Point Park opening in May of 2018, and the replacement of the 12" watermain to the section on and in the vicinity of the High Bridge on the Causeway; and

**WHEREAS**, this City Commission authorized and directed the City Manager to enter into an agreement for Professional Design Services with Arcadis U.S., Inc. of Toledo, Ohio, for the Cedar Point Watermain Improvement Project by Resolution No. 17-227, passed on December 11, 2017; and

**WHEREAS**, the total estimated cost of this project including engineering, inspection, advertising, and miscellaneous expenses is \$407,000.00 and will be paid with Water Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, receive competitive prices and finish the underground utility construction portion of this project by mid-January 2019 and allow final pavement restoration by early May 2019, prior to Cedar Point Amusement Park opening for the Summer season; and

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

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

Section 1. The specifications and estimates of cost as prepared by the

Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Cedar Point Watermain Improvement 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 Cedar Point Watermain Improvement 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 Cedar Point Watermain Improvement Project as required by law.

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

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

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

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

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

Passed: July 23, 2018

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

7099118		TRFO
PERMIT NUMBER		TYPE
02	01	2017
ISSUE DATE		
07	05	2018
FILING DATE		
D1	D2	D3
PERMIT CLASSES		
22	077	B
TAX DISTRICT	RECEIPT NO. F20645	

BENJAMIN VITO PRUITT  
DBA BENNY VITOS GRILL & BAR  
902 W ADAMS ST UNIT B  
SANDUSKY OH 44870



FROM 07/09/2018

5357595		
PERMIT NUMBER		TYPE
02	01	2017
ISSUE DATE		
07	05	2018
FILING DATE		
D1	D2	D3
PERMIT CLASSES		
22	077	
TAX DISTRICT	RECEIPT NO.	

LUCO WES PROPERTIES LLC  
DBA LUCO WEST BAR & GRILL  
902 W ADAMS ST UNIT B  
SANDUSKY OHIO 44870



MAILED 07/09/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/09/2018

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 7099118**

(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

## Kelly Kresser

---

**From:** Greg Voltz  
**Sent:** Tuesday, July 17, 2018 8:03 AM  
**To:** Angela Byington  
**Cc:** Kelly Kresser  
**Subject:** RE: Liquor permit transfer

Thanks Angie, this property is zoned "LB" Local Business, which does permit the sale, serving, and consumption of alcohol.



Greg Voltz | *Assistant Planner*  
**Planning Department**  
222 Meigs Street | Sandusky, OH 44870  
T: 419.627.5973  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)



---

**From:** Angela Byington  
**Sent:** Monday, July 16, 2018 4:51 PM  
**To:** Greg Voltz <[gvoltz@ci.sandusky.oh.us](mailto:gvoltz@ci.sandusky.oh.us)>  
**Cc:** Kelly Kresser <[kkresser@ci.sandusky.oh.us](mailto:kkresser@ci.sandusky.oh.us)>  
**Subject:** FW: Liquor permit transfer

Greg, would you please check the zoning for this and e-mail Kelly officially what it is zoned and if sale of alcoholic beverages is permitted. Also, when you see these come through – please keep your eye out to see if they need to go to PC do to a change of use that would require more parking, etc.

Thanks

---

**From:** Kelly Kresser  
**Sent:** Monday, July 16, 2018 4:20 PM  
**To:** Angela Byington <[abyington@ci.sandusky.oh.us](mailto:abyington@ci.sandusky.oh.us)>; John Orzech <[JOrzech@ci.sandusky.oh.us](mailto:JOrzech@ci.sandusky.oh.us)>; Stephen Rucker <[srucker@ci.sandusky.oh.us](mailto:srucker@ci.sandusky.oh.us)>  
**Subject:** Liquor permit transfer

Attached is a D1 (*Beer only for on premises consumption or in original sealed containers for carry out only until 1 a.m.*), D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permits transfer from Luco Wes Properties, LLC dba Luco West Bar & Brill to Benjamin Vito Pruitt, 901 West Adams Street, Unit B.

Please provide comments regarding this request.

## Kelly Kresser

---

**From:** John Orzech  
**Sent:** Tuesday, July 17, 2018 8:01 AM  
**To:** Kelly Kresser  
**Subject:** RE: Liquor permit transfer

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:** Monday, July 16, 2018 4:20 PM  
**To:** Angela Byington <abyington@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>  
**Subject:** Liquor permit transfer

Attached is a D1 (*Beer only for on premises consumption or in original sealed containers for carry out only until 1 a.m.*), D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permits transfer from Luco Wes Properties, LLC dba Luco West Bar & Brill to Benjamin Vito Pruitt, 901 West Adams Street, Unit B.

Please provide comments regarding this request.



## COMMUNITY DEVELOPMENT

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

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

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

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** July 10, 2018

**Subject:** Commission Agenda Item – Intent to invest in Cooke Complex redevelopment.

**Items for Consideration:** Resolution approving the City of Sandusky's intent to invest in the Cooke Complex preservation and substantial redevelopment being undertaken by H2 Property Management, LLC (hereinafter referred to as "H2"), or it assigns, for the purposes of furthering economic development efforts in the City.

**Background Information:** H2 is owned by Richard & Meghan Hogrefe (the "Hogrefe's"). The Hogrefe's have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview. The Hogrefe's have and are investing significantly to renovate and restore many properties in Sandusky. Recently completed or under construction projects of which the Hogrefe's were involved include the Paddle & Climb building located at 305 E. Water Street, exterior window replacements at Shoreline Apartments on W. Water Street, and the under construction \$3M Schmidt building renovation which will create eight (8) residential units and up to three (3) new retail/commercial spaces.

The location of the proposed project includes the Cooke building located at 160 Columbus Avenue, full renovations to 119 E Market, and the Huntley building located at 133 E. Market Street. The building at 119 E. Market Street will be converted into the new main entrance for the collection of buildings. These buildings are hereinafter referred to as the Cooke Complex. The Hogrefe's have already secured site control on all three properties and plan to preserve and substantially rehabilitate them as part of an approximate \$7.6M mixed-use development that will activate over 50,000 square feet of leasable space. Regarding Cooke specifically, the plan calls for bringing 15+ leasable spaces of varying sizes to market on the first and second floors (could be less if tenants need larger spaces) and will transform the third floor into event space. The Huntley building will be converted into a more open air, less formal retail complex with future tenants able to occupy a portion of the ground floor in more stall or display areas while sharing common areas and facilities with adjacent tenants. Basement areas will be opened up for retail uses with the addition of new stairs and infrastructure. The buildings will undergo complete façade restoration, improved retail spaces and all new mechanical systems, fire suppression and ADA accessibility upgrades.

All three buildings are in a federally registered historic district (with the Cooke being individually listed and the other two as contributing members in a registered district) and are eligible for both non-competitive federal historic tax credits and competitive state historic tax credits. In September of 2018, H2 will seek \$1+ million in Ohio Historic Preservation Tax Credits – with awards to be announced in December of 2018. If awarded, the tax credits will allow the project to move forward.

This project is transformative and catalytic for the business district and ultimately the City and ensures the long-term preservation of nationally registered historic buildings. As such, it is recommended that a grant from the Chesapeake TIF in an amount not to exceed \$500,000 be contributed to the project (approximately 6.6% of the project).

The above grant is conditioned upon the City's ability to monetize Chesapeake TIF revenue via the sale of bonds. The above grant is further conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky's support. The grant is also contingent upon H2 securing all other project financing. The target completion date for the project is December 31, 2020.

Please note that it is not yet known whether H2 will apply for Enterprise Zone tax abatement for this project. As such, a tax abatement request for this project may be forthcoming. And although not voted on by the Economic Development Incentive Committee, since the source is not Economic Development Capital Funds, the project was unanimously supported from the standpoint of its importance and level of City investment.

**Budgetary Information:** The City will be responsible for providing \$500,000 in grant funds from the Chesapeake TIF, subject to the above conditions.

**Action Requested:** It is requested that the proper legislation be prepared to approve the intent to invest grant funds to H2. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately approve the intention to allow H2 to move forward with budgetary planning, historic tax credit application completion and ultimately the rehabilitation.

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  
Trevor Hayberger, Assistant Law Director  
Hank Solowiej, Finance Director

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

**A RESOLUTION APPROVING THE CITY’S INTENT TO INVEST IN THE COOKE COMPLEX PROJECT RELATING TO THE REDEVELOPMENT OF THE COOKE BUILDING LOCATED AT 160 COLUMBUS AVENUE, 119 E. MARKET STREET, AND THE HUNTLEY BUILDING LOCATED AT 133 E. MARKET STREET BY GRANTING FUNDS IN THE AMOUNT OF \$500,000.00 TO H2 PROPERTY MANAGEMENT, LLC, USING PROCEEDS FROM THE CHESAPEAKE TIF FUND; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, H2 Property Management, LLC, is owned by Richard and Meghan Hogrefe, who have purchased eleven (11) buildings in downtown Sandusky and two (2) buildings in Bayview and are investing significantly to renovate and restore many properties in Sandusky; and

**WHEREAS**, the Hogrefe’s redevelopment project includes the Cooke building located at 160 Columbus Avenue, full renovations to 119 E Market, and the Huntley building located at 133 E. Market Street with the building at 119 E. Market Street to be converted into the new main entrance for the collection of buildings hereinafter referred to as the Cooke Complex and their plan is to preserve and substantially rehabilitate the properties as part of an approximate \$7.6M mixed-use development that will activate over 50,000 square feet of leasable space, bring 15+ leasable spaces of varying sizes to market on the first and second floors (could be less if tenants need larger spaces) and will transform the third floor into event space; and

**WHEREAS**, the buildings are in a federally registered historic district (with the Cooke being individually listed and the other two as contributing members in a registered district) and are eligible for both non-competitive federal historic tax credits and competitive state historic tax credits; and

**WHEREAS**, the Cooke Complex Redevelopment Project is transformative and catalytic for the business district and ultimately the City and ensures the long-term preservation of nationally registered historic buildings and as such, it is recommended to provide grant funds in an amount not to exceed \$500,000.00 (approximately 6.6% of the project) using proceeds from the Chesapeake TIF 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 provide documentation of the City’s intent to financially assist H2 Property Management, LLC, with their project and allow them to move forward with budgetary planning, historic tax credit application completion, and ultimately the rehabilitation; and

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

adoption; and NOW, THEREFORE,

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

Section 1. This City Commission approves the City's intent to invest in the Cooke Complex Redevelopment Project relating to the Cooke Building located at 160 Columbus Avenue, 119 E. Market Street, and the Huntley Building located at 133 E. Market Street by granting funds to H2 Property Management, LLC, using proceeds from the Chesapeake TIF fund in an amount **not to exceed** Five Hundred Thousand and 00/100 Dollars (\$500,000.00) contingent upon the availability of funds.

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.

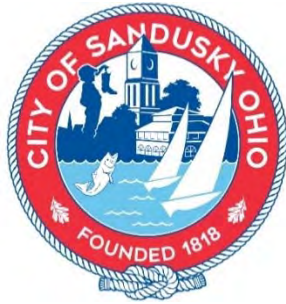
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted 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: July 23, 2018



## PLANNING DEPARTMENT

*Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462

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

To: Eric Wobser, City Manager

From: Nicole DeFreitas, Transit Administrator

Date: July 10, 2018

**Subject: Commission Agenda Item – Transit Center Security Project at the Amtrak Station**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City of Sandusky to enter into an agreement for the purchase and installation of a security system at the Amtrak Station with Johnson Control, Inc. of Cleveland, OH (JCI).

**BACKGROUND INFORMATION:**

OTPPP project funds (FTA \$76,000/Total \$95,000) were awarded for the construction of a new Coordinated Dispatch Center (CDC) at the Amtrak Station, home of the Sandusky Transit System (STS) including the remodeling of a current meeting room into a high tech multi-station dispatch center with increased security for a more efficient and safer work area.

Work already completed, and items purchased for the rehabilitation of the administrative office at the Amtrak facility - demolition, masonry, rough and finish carpentry, doors, windows, drywall, painting, heating, cooling, monitors, workstations, computers, and chairs in the operation manager's office, IT closet, driver staging area, dispatch area, customer reception, and the conference room.

The IT related work that still needs to be completed is the cabling, video camera purchase, and technical labor for installation. Completion of this project will entail procurement for purchase and installation of remaining items.

Johnson Control, Inc., was recently selected through a Request for Qualifications (RFQ) process, issued by the City IT Department, to perform professional services for the City Hall Security Systems Project. As such, it is imperative they provide the video surveillance needs for the Amtrak Station, where the Sandusky Transit System resides. The company must be able to integrate into the Citywide system.

The City is implementing a centralized security system. This system will be viewable centrally by the Police Department along with all the other video from City Buildings, it will record locally, but video recovery can be achieved centrally as needed by the Police Department, and it will give the Police Department control over security doors in case of lock-down incidents.

**Proposed Solution:**

Per the attached proposal, JCI will install a centralized security system that will manage video surveillance at the Amtrak Station including (but not limited to) all surveillance cameras (interior and exterior), the infrastructure and hardware required to support the system.

This system will provide a secure working environment for City of Sandusky staff, First Transit staff and passengers of the Amtrak station.

**BUDGETARY INFORMATION:** The total cost of the professional services is \$19,000. The OTPPP grant will provide \$15,728, and the balance of \$3,272 will be paid with Transit Capital Replacement Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to enter into a professional services agreement with Johnson Control, Inc. of Cleveland, Ohio, for the purchase and installation of the Amtrak Station security system. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately execute the agreement and allow the project to proceed and be completed by the OTPPP grant deadline, which has been extended to December 31, 2018.

I concur with this recommendation:

---

Angela Byington  
Planning Director

---

Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JOHNSON CONTROL, INC. OF CLEVELAND, OHIO, FOR PROFESSIONAL SERVICES FOR THE TRANSIT CENTER SECURITY PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the filing of a grant application with the Ohio Department of Transportation (ODOT) for Ohio Transit Preservation Partnership Program (OTPPP) grant funds for the Sandusky Transit System for a new Coordinated Dispatch Center at the Amtrak Station by Resolution No. 001-12R, passed on January 23, 2012, and subsequently was awarded funds; and

**WHEREAS**, this City Commission approved a contract with Studer-Obringer Inc., of New Washington, Ohio, for the Amtrak Depot Renovation and Modernization Project by Ordinance No. 17-156, passed on August 14, 2017; and

**WHEREAS**, the Amtrak Depot Renovation and Modernization Project has been completed and involved general renovations and improvements to the Amtrak Station including interior demolition, masonry, rough and finish carpentry, doors and windows, drywall and painting, heating and cooling and electrical for the Operation Manager's Office, information technology closet, driver staging area, dispatch area and customer reception area and as has an alternate bid for construction related improvements for the conference room; and

**WHEREAS**, the Transit Center Security Project involves the technology related work to complete the Coordinated Dispatch Center and involves the installation of a security system at the Amtrak Station and includes interior and exterior surveillance cameras and the infrastructure and hardware required to support the system that will connect to the City-wide surveillance system; and

**WHEREAS**, the City is implementing a centralized security system and Johnson Control, Inc. was recently selected through a Request for Qualifications (RFQ) process to perform professional services for the City Hall Security Systems Project and in order to integrate the systems, it is imperative Johnson Control, Inc. perform the professional services required for the Transit Center Security Project; and

**WHEREAS**, Johnson Control, Inc., will be providing professional services for the Transit Center Security Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the total cost of the professional services is \$19,000.00 of which \$15,728.00 will be reimbursed with Ohio Transit Preservation Partnership Program (OTPPP) grant funds and the remaining balance of \$3,272.00 will be paid with Transit Capital Replacement Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow the project to proceed and be completed by the OTPPP grant deadline, which has been extended to December 31, 2018; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Johnson Control, Inc. of Cleveland, Ohio, for Professional Services for the Transit Center Security Project at the Amtrak Station, substantially in the same form as attached to this Ordinance, marked Exhibit “1”, and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Nineteen Thousand and 00/100 Dollars (\$19,000.00).

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

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

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

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

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

## **AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the “effective date”) by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter “City”), and Johnson Control, Inc., Security and Fire Division, 9797 Midwest Avenue, Cleveland Avenue 44125 (hereinafter “Company”).

### **Recitals:**

**WHEREAS**, the City is implementing a centralized security system and Johnson Control, Inc. was recently selected through a Request for Qualifications (RFQ) process to perform professional services for the City Hall Security Systems Project and in order to integrate the systems, it is imperative Johnson Control, Inc. perform the professional services required for the Transit Center Security Project; and

**WHEREAS**, the Transit Center Security Project involves the technology related work to complete a Coordinated Dispatch Center for the Sandusky Transit System and involves the installation of a security system at the Amtrak Station that includes interior and exterior surveillance cameras and the infrastructure and hardware required to support the system that will connect to the surveillance system at the new City Hall; and

**WHEREAS**, Johnson Control, Inc., will be providing professional services for the Transit Center Security Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit “A” and specifically incorporated herein; and

WHEREAS, the Parties agree as follows:

### **Agreement:**

1. **Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.
2. **Scope of Services / Non-Assignment.** The Company agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit “A”, and is specifically incorporated as if fully rewritten herein.

Company shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Company shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

**3. Independent Contractor.** Company acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

**4. Compensation.** Company shall be paid for the services performed in accordance with this Agreement in an amount not to exceed Nineteen Thousand Dollars and 00/100 (\$19,000.00). Company agrees to timely submit monthly invoices to the Department of Information Technology for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Company within thirty (30) days of receipt of the monthly invoice from Company.

**5. Insurance and Indemnification.**

**5.1. Insurance**

**5.1.1. Casualty Insurance.** Except when a modification is requested in writing by the Company and approved in writing by the City, the Company shall carry and maintain at the Company's cost, with companies authorized to do business in Ohio, all liability insurance set forth below during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
  - i. General Aggregate Limit: \$2,000,000
  - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

5.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Company, the Company shall maintain insurance to protect against claims arising from the performance of the Company's services caused by negligent acts, errors or omissions for which the Company is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Company, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Company may be held liable for its performance of services. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Company commenced to perform the services. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

5.1.3. Certificates. The Company shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The policy of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City. The Company will provide a current certificate of insurance.

5.1.4. Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, the City and Company each hereby waive any and all claims for recovery against the other party, its members, officers, officials, and employees on its own behalf and on behalf of any person or entity claiming through or under it by way of subrogation or otherwise, for any and all damages, losses and expenses covered or coverable by insurance, even if such damages, losses or expenses are the result of any negligent acts, errors or omissions of the other party, its members, officers, officials, employees, representatives and/or agents.

5.2. Indemnification by Company. The Company shall and does agree to indemnify and hold harmless the City and its members, officers, officials, and employees from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) to the extent caused by or result from negligent performance to the Company's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts,

errors or omissions of the Company, or anyone directly employed by the Company. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

**6. Confidentiality.** City and Company each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Company agrees that any information communicated to the Company during the performance of the services required by this Agreement that concerns confidential personal, financial or other affairs of the City shall be treated by Company as confidential and shall not be revealed or discussed unless required by law or specifically authorized to do so in writing by the City.

**7. Public Records.** The Company shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Company's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Company for purposes of inspection. The Company agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Company shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

**8. Term.** The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

**9. Termination for Cause.** Notwithstanding any other provision of this Agreement the City may terminate this Agreement for cause by giving written notification to the Company. The notice of termination shall be by certified mail, return receipt requested.

The notice of termination is deemed effective upon receipt. Upon termination of this Agreement, Company shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Company shall surrender to the City copies of all completed work, work in progress and any

reports, records, and any other documents relating to the scope of services that may be in the possession of Company at the time of termination. Company shall be paid an amount that bears the same ratio to the total services of the Company covered in this Agreement, less payments of compensation previously made. Company may retain copies of documents for internal archiving purposes.

**10. Notice.**

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

City of Sandusky  
C/O Stuart Hamilton  
222 Meigs Street  
Sandusky, OH 44870

Johnson Control Inc.  
c/o  
9797 Midwest Ave  
Cleveland, Ohio 44125

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

**12. Equal Employment Opportunity.** In carrying out this Agreement, the Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Company will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Company will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Company will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

**13. Entire Agreement.** This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements,

representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement

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

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

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

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

**CITY OF SANDUSKY:**

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

\_\_\_\_\_  
Date

**WITNESSES:**

**JOHNSON CONTROL, INC.**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Trevor Hayberger #0075112  
Assistant Law Director  
City of Sandusky

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Date

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

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

Johnson Control, Inc.  
Security and Fire Division  
Cleveland Office  
9797 Midwest Ave.  
Cleveland OH 44125

**Date:** 09 July 2018

**To:** City of Sandusky

**Project Description:** Transit Center Security REV.03

**Project Location:** 1230 N. Depot St. Sandusky OH 44870

### **Scope of Work**

Johnson Controls, Inc. (JCI) will provide parts, installation labor, and technical labor to install video surveillance at the Transit Station.

Video surveillance provided as shown on included drawing. A recorder will be housed at the location and can connect to the city-wide surveillance system to be installed on city-provided off location VM environment as part of a separate project.

IP field devices to be direct connect per ANSI/BICSI 005A.

### **Customer Responsibility**

All switches, UPS, 115VAC, and network provided by customer. VLAN or fully separated network recommended. A need for 12 open ports including (4) POE and 12 IP addresses anticipated at this time.



INGENUITY WELCOME.COM

## Proposed Equipment

#	Qty	Description	Price	Extended
	1	Aimetis R008-16A NVR. 8GB RAM, 8 TB video storage. Small form factor PC. Preloaded with 8 Symphony standard licenses and 3 year software support.	\$4,060.00	\$4,060.00
	1	Aimetis Symphony Standard license with 3 years SSA	\$165.00	\$165.00
	7	MRJPOE camera surge protector	\$56.00	\$392.00
	2	Axis P3225-LV MKII exterior camera. HDTV1080P, Forensic WDR.	\$550.00	1,100.00
	5	Axis P3227-LVE exterior camera. 5MP, Forensic WDR	\$852.00	\$4,263.00
	2	Axis P3225-LVE MKII exterior camera. HDTV1080P, Forensic WDR	\$665.00	\$665.00
	2	Axis T91D67 with T94D01D pole mount	\$128.00	\$128.00
	1	Installation including all CAT6, bundled cable, connectors, etc... to provide a working system	\$5,810.00	\$5,810.00
	1	JCI project manager and technician.	\$2,417.00	\$2,417.00

## Exceptions and Clarifications

- 1) All work performed Monday – Friday 08:00 to 17:00
- 2) Fire tie for emergency door release by others
- 3) 120 VAC by others
- 4) All devices will communicate on Customer network
- 5) Painting and patching by others
- 6) Additional testing of existing devices not included
- 7) Additional devices required by AHJ are not included
- 8) Warranty is limited to new, installed equipment only
- 9) Permits and inspections excluded
- 10) Excludes submittals, drawings, close-outs, and revisions to AutoCAD drawings

## Project Pricing

Please consider the following pricing for this project.  
System Material, Subcontractor & JCI Labor Services

**Total:        \$19,000.00**

Sincerely,



David B. DiRocco  
Account Executive  
Northern Ohio Security and Fire  
P: 330-324-4882  
[David.Dirocco@jci.com](mailto:David.Dirocco@jci.com)



## DEPARTMENT OF PUBLIC WORKS

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

To: City Manager, Eric Wobser

From: Todd Gibson, Sr., Facilities & Properties Supervisor

Date: July 11, 2018

**Subject: Commission Agenda Item – Request to purchase truck for Water Distribution division**

**ITEM FOR CONSIDERATION:** Legislation authorizing the purchase of one (1) 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with utility service body from Lebanon Ford Commercial of Lebanon, OH, for the Division of Water Distribution.

**BACKGROUND INFORMATION:** The above listed vehicle is available for a total purchase price of \$52,583.00, through Lebanon Ford Commercial of Lebanon, Ohio through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS901018.

During the budgeting process, each division discusses vehicle needs. This is then analyzed by Fleet Maintenance Division and Facilities & Properties to update the vehicle replacement plan. Purchases are then incorporated into the spreadsheet for the 5-Year Capital Plan and adjusted to ensure expenditures do not exceed available funds. Utility rates are also evaluated to ensure that purchases fall within the existing rate structure.

The Water Distribution Division will use this vehicle for emergency meter repairs, general maintenance on backflow devices, the hauling of equipment & materials for repair of water main breaks, and for locating & repairing water service lines. The Water Distribution Division currently has a 2001 Dodge 2500 4x4 truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for the hauling of equipment & materials for meter repairs and maintenance on backflow devices. The 2001 Dodge 2500 4x4 will fit the needs of the Engineering Division so it will be transferred to them.

**BUDGETARY INFORMATION:** The total cost of the 2018 F450 4x4 regular chassis cab, dual rear-wheel truck with utility service body is \$52,583.00 and will be paid from Water funds which were budgeted in the Capital Improvement Plan and accounted for in the 2018 rate review.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared and approval be granted to purchase a 2018 Ford F450, 4x4 regular chassis cab, dual rear-wheel truck with utility service body from Lebanon Ford Commercial of Lebanon, OH, in an amount not to exceed \$52,583.00 and that it be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle at the earliest opportunity and to make payment with funds budgeted in the 2018 Budget.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

# LEBANONFORD<sup>TM</sup>

## COMMERCIAL



F-SERIES SD 2018 F450 4X4 REGULAR CHASSIS CAB  
 DRW  
 6.8L V-10 GAS ENGINE  
 6 SPEED AUTOMATIC TRANS

Exterior  
 BLUE JEAN METALLIC  
 Interior  
 STEELVINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

### EXTERIOR

- . GLASS - SOLAR-TINTED
- . ROOF CLEARANCE LIGHTS
- . TRAILER SWAY CONTROL
- . WIPERS- INTERMITTENT

### INTERIOR

- . FLIP-DOWN W/ HEAD RSTRNT
- . BLACK VINYL FLOOR COVERING
- . PARTICULATE AIR FILTER
- . UPFITTER SWITCHES

### FUNCTIONAL

- . BRAKING SYSTEM
- . JEWEL EFFECT HEADLAMPS
- . MONO BEAM COIL SPRING FRT
- . STABILIZER BAR, FRONT/REAR

### SAFETY/SECURITY

- . AIRBAGS - SAFETY CANOPY
- . DRIVER/PASSENGER AIR BAGS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

- . GRILLE - BLACK
- . HEADLAMPS -WIPER ACTIVATED
- . TOW HOOKS
- . TRAILER TOW WIRE HARNESS
- . 60/40 REAR BENCH W/FLIP-UP
- . AIR COND, MANUAL FRONT
- . OUTSIDE TEMP DISPLAY
- . TILT/TELESCOPE STR COLUMN
- . VINYL SUN VISORS
- . 4-WHEEL ANTI-LOCK DISC
- . HILL START ASSIST
- . MANUAL LOCKING HUBS SUSPENSION W/STAB BAR
- . ADVANCETRAC WITH RSC
- . BELT-MINDER CHIME
- . SOS POST CRASH ALERT SYS
- . WARRANTY
- . 5YR/60,000 POWERTRAIN

### Price Information

STANDARD STATE BID PRICE

MSRP  
 \$33,198.00

### Optional Equipment

- 2018 MODEL YEAR
- OXFORD WHITE
- BLUE JEAN METALLIC
- PREFERRED EQUIPMENT
- PKG.650A
- .XL TRIM
- .TRAILER TOWING PACKAGE
- .AIR CONDITIONING -- CFC FREE
- .AM/FM STEREO W/ CLOCK
- 6.8L V-10 GAS ENGINE
- 6 SPEED AUTOMATIC TRANS
- .LT225/75R17E BSW MAX TRAC
- 4.88 ELECTRONIC LOCKING AXLE
- POWER EQUIPMENT GROUP
- 16500 GVWR PACKAGE
- RUNNING BOARDS
- PTO PROVISION
- CRUISE CONTROL
- TRAILER TOW/BRAKE CONT.
- SERVICE BODY PAINTED
- EXTRA SET OF KEY & FOB ONE
- DELIVERY FEE
- TOTAL STATE BID PRICE

STD

\$215.00

\$695.00

\$17,940.00

\$250.00

\$285.00

\$52,583.00

FRANK BEAVER  
 614-570-0702

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2018 FORD F450 4X4 REGULAR CHASSIS CAB TRUCK WITH UTILITY SERVICE BODY FROM LEBANON FORD COMMERCIAL OF LEBANON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE WATER DISTRIBUTION DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Water Distribution Division currently has a 2001 Dodge 2500 truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for the hauling of equipment and materials for meter repairs and maintenance on backflow devices and it is recommended to replace this truck with a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with utility service body; and

**WHEREAS**, the 2001 Dodge 2500 truck will be transferred to the Division of Engineering; and

**WHEREAS**, the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck is available from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the total purchase price for the 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with utility service body is \$52,583.00 and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Water Distribution Division can begin using the vehicle at the earliest opportunity and to make payment with funds budgeted in the 2018 Budget; and

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

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

Section 1. The City Manager is authorized and directed to purchase a 2018 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with utility service body from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract

#RS901018, for the Water Distribution Division at an amount **not to exceed** Fifty Two Thousand Five Hundred Eighty Three and 00/100 Dollars (\$52,583.00).

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

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

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

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

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

Passed: July 23, 2018



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: July 10, 2018

**Subject: Commission Agenda Item – Granting of an Encroachment License to Gundlach Sheet Metal Works, Inc. for property located at 910 Columbus Avenue**

**ITEM FOR CONSIDERATION:** Legislation to enter into an Encroachment License agreement for the installation of new awnings along the front of the building which will encroach into the City right-of-way located at 910 Columbus Avenue, Sandusky, Ohio.

**BACKGROUND INFORMATION:** The property owner proposes to install new awnings on the front of their building located at 910 Columbus Avenue which will project out into City right-of-way, requiring an encroachment agreement for these improvements.

The encroachment into City right-of-way is 87 square feet along the front of the building on Columbus Ave that abuts City right-of-way. The license will grant the property owner permission to utilize this area for the installation of new awnings on their building as long as the licensee complies with all requirements of this agreement and licensee acknowledges that this Grant of a License is terminable at the will of the City.

The Building and Planning Divisions have reviewed the installation documents and granted permits of approval for the installation of new awnings.

**BUDGETARY INFORMATION:** There is no budgetary impact with this item. Gundlach Sheet Metal Works, Inc. is responsible for recording fees to the Erie County Recorder Office.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared approving the Grant of a License of Encroachment to Gundlach Sheet Metal Works, Inc. for the installation of new awning on their building along the Columbus Avenue side of the property located at 810 Columbus Ave and that the necessary legislation be passed. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the property owner's contractor to begin installation of the awnings and to utilize the improvement at the earliest opportunity.

I concur with this recommendation:

---

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH GUNDLACH SHEET METAL WORKS, INC., TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY, AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT, FOR PURPOSES OF INSTALLING AWNINGS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, this proposed License for Encroachment will allow the property owner, Gundlach Sheet Metal Works, Inc. to install new awnings along the front of the building at 910 Columbus Avenue, on City right-of-way located on the east side of Columbus Avenue; and

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

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to expedite the execution of the Grant of a License for Encroachment to allow the property owner's contractor to begin installation of the awnings and to utilize the improvement at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Gundlach Sheet Metal Works, Inc., substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

ATTEST:

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

Passed: July 23, 2018

**GRANT OF A LICENSE FOR  
ENCROACHMENT ON THE EAST SIDE  
OF COLUMBUS AVENUE RIGHT-OF-WAY**

This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Gundlach Sheet Metal Works, Inc. ("Licensee") whose tax mailing address is 910 Columbus Avenue, Sandusky, Ohio, 44870, under the following conditions and circumstances:

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

B. Licensee is the owner in fee simple of the real estate adjoining the east side of Columbus Avenue right-of-way located at 910 Columbus Avenue.

C. Licensee desires to construct improvements within the City's rights-of-way for purposes of installing awnings (the "Encroachment"), located at 910 Columbus Avenue, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.

D. The City is willing to grant to Licensee a license to maintain the Encroachment for so long as Licensee remains the owner of the property to the east side of the Columbus Avenue right-of-way and provided the Encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to build and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 910 Columbus Avenue Street, Sandusky, Ohio, and provided that the Encroachment is not substantially altered and Licensee complies with all legal requirements and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to maintain the Encroachment for use by the general public in conjunction with the Licensee's facilities located at 910 Columbus Avenue, Sandusky, Ohio, solely at Licensee's expense and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

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

**SIGNATURE PAGES TO FOLLOW**

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CITY:  
CITY OF SANDUSKY

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

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

State of Ohio    )  
                          ) ss:  
County of Erie    )

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

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

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

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LICENSEE: GUNDLACH SHEET  
METAL WORKS, INC.

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

State of Ohio    )  
                          ) ss:  
County of Erie    )

Before me a Notary Public for the State of Ohio, appeared the above named \_\_\_\_\_, who acknowledged that they signed the foregoing instrument and that the signing was a free act.

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

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

Instrument prepared by:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Assistant Law Director, City of Sandusky

Proposed Awning Easement  
87 Square Feet

Being situated in the State of Ohio, County of Erie, City of Sandusky, Second Ward, Part Columbus Ave. (66 FT) and being more definitely described as follows:

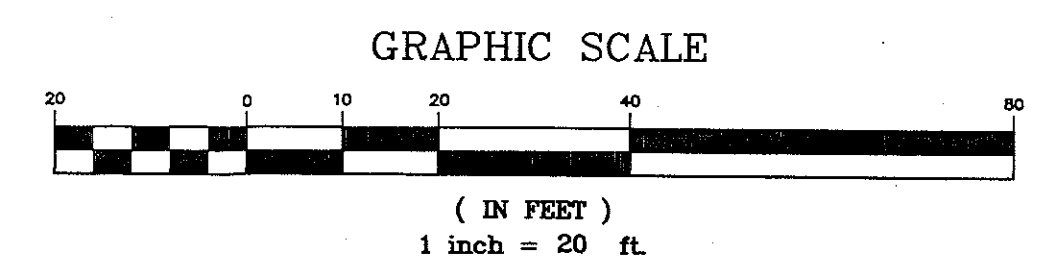
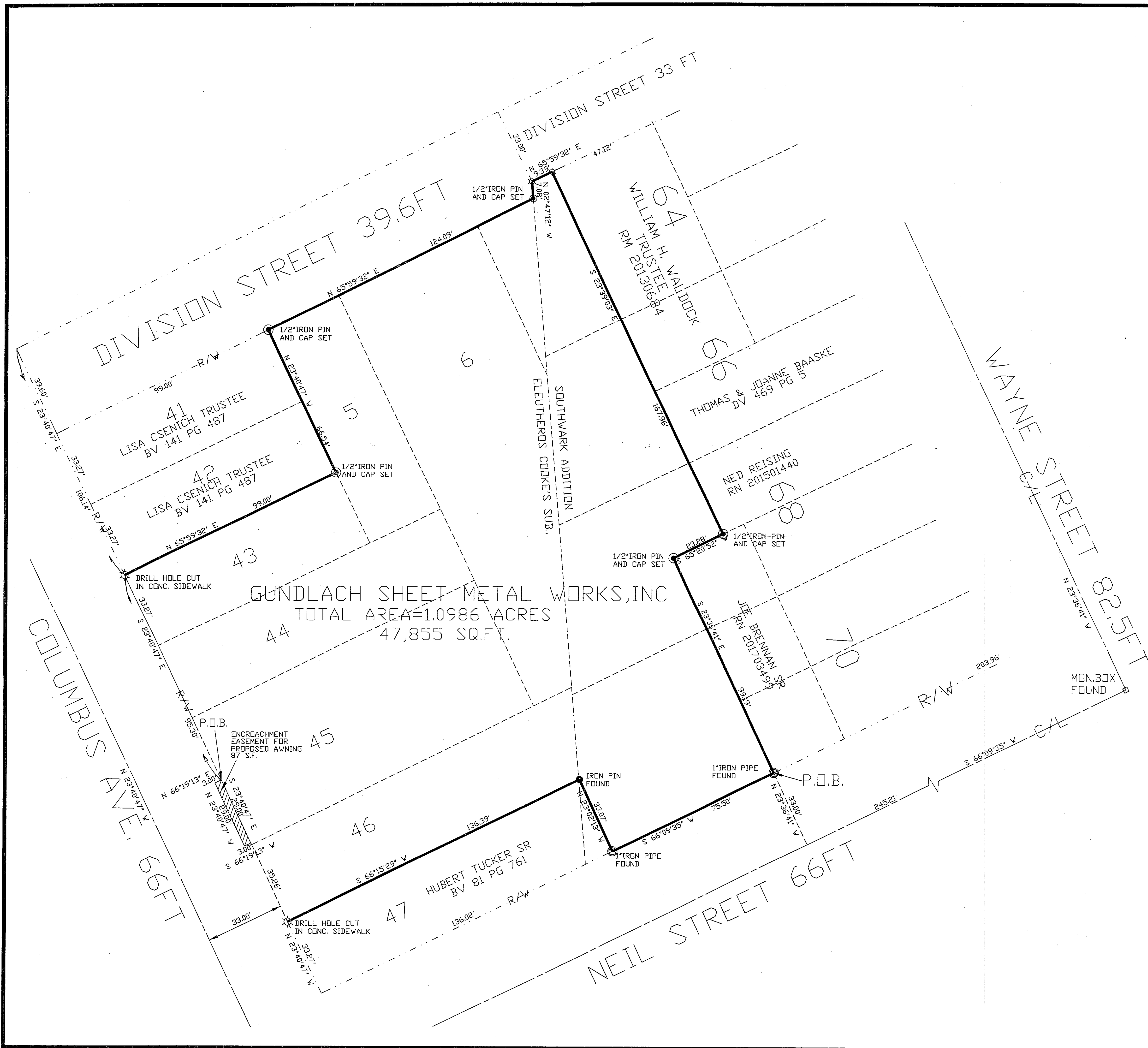
Commencing at a drill hole, cut in concrete sidewalk on the East right-of-way line of Columbus Ave. (66 FT), marking the Northwest corner of Sublot 43 in Eleutheros Cooke's Subdivision (PV 1 PG 36); Thence South  $23^{\circ}40'47''$  East along the East right-of-way line of Columbus Ave. (66 FT), a distance of 95.30 feet to the point of beginning;

- (1) Thence South  $23^{\circ}40'47''$  East continuing along said East right-of-way line, a distance of 29.00 feet to a point;
- (2) Thence South  $66^{\circ}19'13''$  West a distance of 3.00 feet to a point;
- (3) Thence North  $23^{\circ}40'47''$  West a distance of 29.00 feet to a point;
- (4) Thence North  $66^{\circ}19'13''$  East a distance of 3.00 feet to the point of beginning, containing 87 square feet, more or less.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in June 2018. The bearings were based on ODOT VRS.

*Daniel E. Hartung Jr. 6/13/2018*  
Daniel E. Hartung Jr., PE, PS



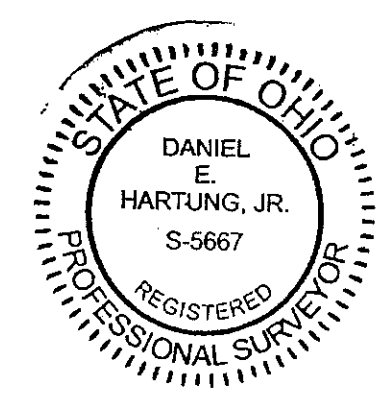


MAP OF SURVEY  
FOR  
GUNDLACH SHEET METAL  
PART ELEUTHEROS COOKE'S SUB. PV 1 PG 36  
PART SOUTHWARK ADDITION DEED VOL. 1 PG 289  
SECOND WARD CITY OF SANDUSKY  
ERIE COUNTY STATE OF OHIO  
SEPTEMBER 2017 SCALE 1"=20'  
REV. ADDED AWNING EASEMENT 6/12/2018

- INDICATES 1/2" IRON PIN & CAP SET
- INDICATES 1" IRON PIPE FOUND
- ☆ INDICATES 3/4" DRILL HOLE CUT IN SIDEWALK

I HEREBY CERTIFY THE WITHIN  
TO BE A TRUE REPRESENTATION  
OF A SURVEY MADE BY ME.

*Daniel E. Hartung, Jr.* 6/12/2018  
DANIEL E. HARTUNG, JR., P.E., P.S.



**HARTUNG & ASSOCIATES**  
**ENGINEERS & SURVEYORS**

P.O. BOX 426, 346 NORTH MAIN ST., HURON, OH 44839-0426  
(419) 433-4321 FAX (419) 433-7879

DANIEL E. HARTUNG JR., P.E., P.S.



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager  
From: Aaron M. Klein, P.E.  
Date: July 18, 2018  
Subject: **Commission Agenda Item – Granting of an Encroachment License to Talltown Investments, LLC for property located at 123 West Market Street**

**ITEM FOR CONSIDERATION:** Legislation to enter into an Encroachment License agreement for the installation of a decorative fence to enclose an outdoor dining area that will encroach into the City right-of-way located at 123 West Market Street, Sandusky, Ohio.

**BACKGROUND INFORMATION:** The property owner, Talltown Investments, LLC, operating as JaxBar and Live Aloha Nutrition, proposes to install decorative fencing to enclose an outdoor dining area in front of their building located at 123 West Market Street which will project out into City right-of-way, requiring an encroachment agreement for these improvements.

The encroachment into City right-of-way is 300.42 square feet along the front side of the building on West Market Street that abuts City right-of-way. The license will grant the property owner permission to utilize this area for an outdoor dining patio at the front of their building as long as the licensee complies with all requirements of this agreement and licensee acknowledges that this Grant of a License is terminable at the will of the City.

The Building and Planning Division have reviewed the request and do not object. A Certificate of Appropriateness has been issued by the Landmark Commission.

**BUDGETARY INFORMATION:** There is no budgetary impact with this item. Talltown Investments, LLC is responsible for recording fees to the Erie County Recorder Office.

**ACTION REQUESTED:** It is recommended that the proper legislation be prepared approving the Grant of a License of Encroachment to Talltown Investments, LLC, operating as JaxBar and Live Aloha Nutrition, for the installation of decorative fencing to enclose an outdoor dining area at 123 West Market St and that the necessary legislation be passed. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement to allow the outdoor dining area to be utilized as the fencing has already been installed.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH TALLTOWN INVESTMENTS, LLC, TO PROVIDE FOR THE USE OF A CERTAIN PORTION OF THE CITY'S RIGHTS-OF-WAY AS DESCRIBED IN THE GRANT OF A LICENSE FOR ENCROACHMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

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

**WHEREAS**, this proposed License for Encroachment will allow the property owner, Talltown Investments, LLC, operating as JaxBar and Live Aloha Nutrition, to install a decorative fence to accommodate outdoor dining; and

**WHEREAS**, a Certificate of Appropriateness has been issued by the Landmark Commission and the City's Building Department and Planning Department have reviewed the request and do not object; and

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

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Grant of a License for Encroachment and allow the outdoor dining area to be utilized as the fencing has already been installed; and

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

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

Section 1. The City Manager is authorized and directed to enter into the Grant of a License for Encroachment Agreement with Talltown Investments, LLC, operating as JaxBar and Live Aloha Nutrition, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being

consistent with carrying out the City's public purpose as set forth in the preamble hereto.

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

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

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

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

ATTEST:

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

Passed: July 23, 2018

**GRANT OF A LICENSE FOR ENCROACHMENT  
ON THE NORTH SIDE OF THE WEST MARKET STREET RIGHT-OF-WAY**

This License Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Talldown Investments, LLC, ("Licensee") whose tax mailing address is 4316 Timber Lake Lane, Sandusky, Erie County, Ohio, 44870, under the following conditions and circumstances:

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

B. Licensee is the owner in fee simple of the real estate adjoining the north side of the Market Street right-of-way located at 123 W. Market Street.

C. Licensee desires to construct improvements within the Owner's right-of-way for purposes of installing a decorative fence to accommodate outdoor dining for use by the general public and in relation to the Licensee's facility located at 123 Market Street, Sandusky, Ohio, and as more fully described in Exhibits "A", and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein.

D. The City is willing to grant to Licensee a temporary license to maintain the encroachment for so long as Licensee remains the owner of the property to the north side of the West Market Street right-of-way and provided the encroachment is not substantially altered.

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

1. The City grants to Licensee the license and permission to construct and maintain the encroachment as more fully described in Exhibits "A", and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 123 W. Market Street, Sandusky, Ohio, and provided that the encroachment is not substantially altered and Licensee complies with all legal requirements and Licensee acknowledges that this grant of a license is terminable at the will of the City;

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

3. Licensee agrees to construct and maintain the encroachment, solely at Licensee's expense, for use in conjunction with Licensee's facilities located at 123 W. Market Street, Sandusky, Ohio, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the encroachment;

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

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates  
indicated below:

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CITY:  
CITY OF SANDUSKY

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

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

State of Ohio     )  
                              ) ss:  
County of Erie    )

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

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

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

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

LICENSEE: TALLTOWN INVESTMENTS, LLC

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

State of Ohio     )  
                              ) ss:  
County of Erie    )

Before me a Notary Public for the State of Ohio, appeared the above named, \_\_\_\_\_  
\_\_\_\_\_, who acknowledged that they signed the foregoing  
instrument and that the signing was a free act.

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

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

Instrument prepared by:

\_\_\_\_\_  
Trevor M. Hayberger #0075112  
Assistant Law Director  
City of Sandusky

**LEGAL DESCRIPTION  
ENCROACHMENT LICENSE AGREEMENT**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of the northerly right-of-way of W. Market St. (82.50 feet in width), adjoining lands of Talltown Investments, LLC, RN 201505916, all references herein to the records of the Erie County Recorder's Office, more particularly described as follows:

Commencing, for reference, at a mag nail found marking the intersection of centerlines of Columbus Avenue (99 feet in width) and W. Market Street (82.50 feet in width); thence, South 62°00'00" West with the centerline of W. Market Street, a distance of 159.95 feet to a point; thence, North 28°00'00" West through the northerly right-of-way of W. Market Street, a distance of 34.45 feet to a point and the **TRUE POINT OF BEGINNING** for this description;

Thence, North 28°00'00" West, a distance of 6.80 feet to a point on the northerly right-of-way line of W. Market Street;

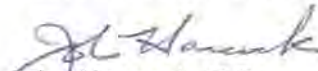
Thence, North 62°00'00" East along said right-of-way, a distance of 44.18 feet to a point;

Thence, South 28°00'00" East through said right-of-way, a distance of 6.80 feet to a point;

Thence, South 62°00'00" West through said right-of-way, a distance of 44.18 feet to the point of beginning, containing 300.42 square feet of land, more or less.

This description was prepared by John Hancock, PS No. 6918 from a survey conducted by James A. Resar PS No. 6361 in January, 2015. Bearings hereon are based upon an assumed bearing of South 62°00'00" West for the centerline of W. Market Street.

John Hancock & Associates, Inc.

  
John Hancock, P.S.  
Date: APRIL 3, 2018



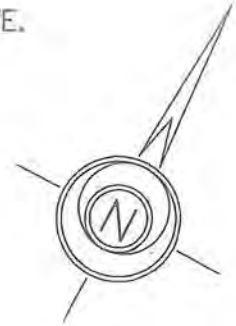
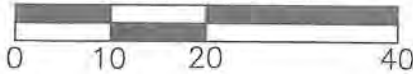
# ENCROACHMENT LICENSE

123 W. MARKET ST.

NORTH SIDE OF W. MARKET ST., WEST OF COLUMBUS AVE.

WARD 1, CITY OF SANDUSKY, ERIE COUNTY, OHIO

SCALE IN FEET



SCALE: 1" = 20'



ENCROACHMENT LICENSE = 300.42 SQ. FT.

LINE	BEARING	DISTANCE
L1	N 28°00'00" W	6.80'
L2	N 62°00'00" E	44.18'
L3	S 28°00'00" E	6.80'
L4	S 62°00'00" W	44.18'

BEARINGS HEREON ARE BASED UPON AN ASSUMED BEARING OF S 62°00'00" W FOR THE CENTERLINE OF W. MARKET ST.

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

*John Hancock*  
JOHN HANCOCK, P.S.  
OHIO R.L.S. 6918



SURVEY FOR:  
JAMIE TALLMAN  
123 W. MARKET ST.  
SANDUSKY, OH 44870

*John Hancock & Associates, inc.*  
ENGINEERS • SURVEYORS

326 E. Market St. • Sandusky, Ohio 44870 • (419) 625-7838

DATE: APRIL 3, 2018 JOB NO.: 263518  
DRAWN: JKK

\\JHSERVER\Company\dwg\263518\2635-ENCROACH.dwg



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: July 11, 2018

**Subject: Commission Agenda Item – Ohio Public Works Commission (OPWC), 0% Interest \$175,000 Loan for the McCartney Rd Pulverization Project, CE48V**

**ITEM FOR CONSIDERATION:** Legislation granting approval to sign into a loan agreement with Ohio Public Works Commission (OPWC) in an amount not to exceed \$175,000 at zero percent (0%) interest for the McCartney Rd Pulverization Project, OPWC Project No. CE48V.

**BACKGROUND INFORMATION:** On September 8, 2017, the City submitted a grant application to OPWC, for Round 32 grant monies, in the amount of \$175,000 to be used toward the McCartney Road Pulverization Project, Resolution 044-17R.

OPWC District 5 completed their evaluation and rankings of all grant applications in December of 2017, but the project did not rank high enough to be forwarded to the state office for a formal funding request funding. It scored only a couple slots below the funded projects.

However, after several projects from previous funding rounds concluded, OPWC determined that there was excess funding available as a loan, not as a grant. They began offering loans for unfunded projects in order of scoring. In April, OPWC contacted the engineering department to offer a loan of \$175,000 with zero percent (0%) interest to be repaid over the useful life of the project, which was 20 years. To accept the loan, it would not require a new application, just approval of their formal offer via commission ordinance and signing their agreement.

The McCartney Rd Reconstruction project runs from the west corporation limit to Barrett Road including replacement of storm sewers and dredging the existing outlet ditch. The project will likely include a couple small streets in the vicinity that are in need of repair.

When budgetary numbers are known, staff intends to apply for a second loan from the Ohio Water Development Authority (OWDA) for the storm sewer portion of the project as well, which is common for utility projects of this magnitude. Accepting the OPWC loan will allow the project to move forward and increase the City's chances of obtaining the OWDA loan later this year.

**BUDGETARY INFORMATION:** Loan agreement in the amount of \$175,000, with zero percent (0%) interest will be paid back at a term of twenty (20) years using Capital Projects Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared authorizing the City Manager to execute the Project Loan Agreement with the Ohio Public Works Commission for a State Capital Improvements Loan be approved and that the necessary legislation be passed under

suspension of the rules and in accordance with Section 14 of the City Charter in order to return the agreement to OPWC since the project must be completed during their current fiscal year.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROJECT LOAN AGREEMENT WITH THE DIRECTOR OF THE OHIO PUBLIC WORKS COMMISSION FOR THE MCCARTNEY ROAD RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Section 164.05 of the Ohio Revised Code, the Director of the Ohio Public Works Commission (OPWC) is empowered to enter into agreements with Local Subdivisions to provide, loans, grants, and local debt support and credit enhancements for Capital Improvement Projects; and

**WHEREAS**, this City Commission authorized the submission of an application for financial assistance to the Ohio Public Works Commission (OPWC) for the McCartney Road Reconstruction Project by Resolution No. 044-17R, passed on August 28, 2018; and

**WHEREAS**, the City was not awarded grant funding but was notified by OPWC in April of 2018, of excess funding available and was offered a loan in the amount of \$175,000.00 with zero percent (0%) interest to be repaid over the useful life of the project, which is twenty (20) years; and

**WHEREAS**, the proposed McCartney Road Reconstruction Project includes pulverization with lime or cement stabilization and new asphalt surface on McCartney Road from the west Corporation Limit to Barrett Road and may include portions of Niagara, Church and Ward Streets; and

**WHEREAS**, the total amount of the loan is \$175,000.00, at zero percent (0%) interest for twenty (20) years and will be paid with Capital Projects Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the agreement to be executed and move forward so the project can be completed during OPWC's fiscal year which is July 1, 2018, through June 30, 2019; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Project Loan Agreement with the Director of the Ohio Public Works Commission for the McCartney Road Reconstruction Project, substantially in the same form as

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

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

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

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

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

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

Passed: July 23, 2018

# **OHIO PUBLIC WORKS COMMISSION**

## **PROJECT LOAN AGREEMENT**

### **STATE CAPITAL IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Loan Agreement (this "Agreement") is entered into **July 1, 2018** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **The City of Sandusky, Erie County** (hereinafter referred to as the "Recipient"), located at **222 Meigs Street, Sandusky, OH 44870-**, in respect of the project named **McCartney Road Pulverization Project**, and as described in Appendix A of this Agreement to provide an amount not to exceed **One Hundred Seventy-Five Thousand Dollars (\$175,000)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **043-70380**

OPWC Project Loan Control No. **CE48V**

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Section 164.02 of the Revised Code, created the Ohio Public Works Commission;

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, Sections 164.05 and 164.06 of the Revised Code permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement; and

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION I. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section VI hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a "governmental unit," as such term is used in Sections 141 and 148 of the Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION II. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient financial assistance not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION III. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION IV. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEPA plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION V. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION VI. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Recipient uses the reimbursement method.

- A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.
- B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section VI. B. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate payment in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- 1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- 2. If the request is for disbursement to the Recipient, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- 3. The Project Manager's certification pursuant to Section VI. B. of this Agreement;
- 4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- 5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- D. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.
- E. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section II hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION VII. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION VIII. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.
- B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION IX. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

- A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;
- D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;
- E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;
- F. Use of Project.
  - 1. General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
  - 2. Management Contracts. The Recipient agrees that from the date hereof until the date on which none of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, remain outstanding (the "Agreement Term"):
    - a. The Recipient will not contract with any Private Person to manage the Project or any portion thereof unless all of the following conditions are met: (A) at least 50% of the compensation of the Private Person is based on a periodic, fixed fee that contains no incentive adjustments, and no amount of compensation is based on a share of net profits; (B) the compensation is reasonable in relation to the services performed; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with a Private Person which is subject to this subparagraph F.2. will be subject to the requirements of (A) through (F) of this subparagraph F.2.a.; and
    - b. If the Recipient is subject to subparagraph F.2.a. above and it enters into contracts with Private Persons described in subparagraph F.2.a., and the Governing Body of the recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. If the Governing Body of the Recipient numbers less than five (5), no member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. Similarly, if the Governing Body of the Private Person numbers five (5) or more members, no more than one (1) of those members may be an employee or member of the Governing Body of the Recipient. However, in no event may a member or employee of both the Recipient and Private Person be the Chief Executive Officer or its equivalent of the Recipient or the Private Person. Members of the Governing Body of the Recipient may not own a controlling interest in the Private Person.
  - 3. Contracts Concerning Use of Project. The Recipient agrees that during the Agreement Term it will not contract with any Private Person for use of the Project or any portion thereof or the facility or facilities of which the Project is a part for any Private Business Use unless all of the conditions of subparagraph F.3.a., subparagraph

F.3.b. or subparagraph F.3.c. are met:

- a. If the compensation of the Private Person is based entirely on a periodic, fixed fee that contains no incentive adjustments, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract term; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.a. will be subject to the requirements of (A) through (F) of this subparagraph; or
- b. Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days notice; (E) any automatic increases in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.b. will be subject to the requirements of (A) through (F) of this subparagraph; and
- c. If the Recipient is subject to the subparagraphs F.3.a. or F.3.b. and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs F.3.a. or F.3.b., a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body or the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.
- d. The Recipient may depart from any of its agreements contained in subparagraphs F1 through F3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

G. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II hereof:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;
2. All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;
3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
4. The Recipient may depart from any of its agreement contained in subparagraph 3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion

of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;

I. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section II of this Agreement to fund the Project to completion;

J. Construction Contract.

1. Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Section 164.05(A)(6) of the Revised Code;

2. Domestic Steel. The Recipient shall use and cause all of its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Section 153.011 of the Ohio Revised Code;

3. Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. Construction Bonds. In accordance with 153.54, et. seq. of the Ohio Revised Code, the recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract;

6. Insurance. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance; and

7. Supervision. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

K. Minority Business Enterprise. The Recipient shall comply with the minority business requirements pursuant to Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code when making direct purchases of equipment, materials or supplies.

SECTION X. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION XI. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and

specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION XII. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION XIII. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION XIV. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION XV. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION XVI. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION XVII. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION XVIII. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION XIX. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION XX. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION XXI. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION XXII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **CE48V** as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

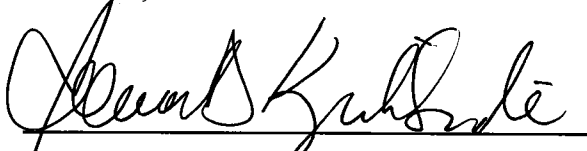
\_\_\_\_\_  
Eric Wobser, City Manager

By:   
Michael Miller, Director

The City of Sandusky  
222 Meigs Street  
Sandusky, OH 44870

Ohio Public Works Commission  
65 East State Street  
Suite 312  
Columbus, OH 43215

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
WITNESS

APPROVED   
FINANCE & ADMINISTRATION

## APPENDIX A

### PROJECT DESCRIPTION AND COMPLETION SCHEDULE

#### 1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: **McCartney Road Pulverization Project**

b) SPECIFIC LOCATION: **The project is located on several streets on the City's West end of town: McCartney Road located between Barrett Road and the west Corporation Limit line in Margarett Township. Niagra, Church and Ward Streets.**

c) PROJECT TYPE; MAJOR COMPONENTS: **The project involves pulverization with lime or cement stabilization and new asphalt surface. This will allow for shorter closures of the roadway than base reconstruction and avoids long detours during construction. See engineer's estimate in project application for approved bid items and quantities.**

d) PHYSICAL DIMENSIONAL CHARACTERISTICS: **Total project will include 13,500 SY of pulverization (lime or cement stabilization of base) and 2.5" of asphalt surface and castings to reset grade. McCartney is 3,624 LF in length with an average width of 23', Church-Ward is 800 LF in length with an average width of 22', Niagra is 280 LF in length with an average width of 12', and Niagra-Church is 1,100 LF in length with an average width of 21'.**

## **APPENDIX A**

### **Page 2**

#### **2) PROJECT SCHEDULE:**

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	09/11/2017	03/31/2018
Bidding Process	04/01/2018	06/30/2018
Construction	07/01/2018	09/30/2018

Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

## **APPENDIX B**

### **PROJECT ADMINISTRATION DESIGNATION**

The Project Administration Designation required by Section VI.A. of this Agreement, and in accordance with the definitions set forth in Section I of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

- 1.) **Eric Wobser/City Manager** to act as the Chief Executive Officer;
- 2.) **Hank Soloweij/Finance Director** to act as the Chief Fiscal Officer; and
- 3.) **Aaron Klein, P.E./City Engineer** to act as the Project Manager.

**Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.**

## APPENDIX C

### FINANCIAL ASSISTANCE IN THE FORM OF A LOAN

**Article 1.1. Determinations of Director.** Pursuant to the Act and Section II of the Agreement and subject to the remaining terms and provisions of the Agreement and all Appendices thereto, the Director hereby determines that the financial assistance to be provided by the OPWC to the Recipient is in compliance with the Act and is provided to the Recipient for the sole and express purpose of financing the Eligible Project Cost and/or reimbursing the Recipient for such Eligible Project Cost.

**Article 2.1. Definitions.** All of the capitalized terms contained in this Appendix shall have the same meanings as defined in the Agreement unless otherwise defined herein and shall be in addition to any other terms defined herein:

- (a) "**Agreement**" means the Project Agreement by and between the OPWC and the Recipient and all appendices thereto which are attached to the Agreement and made a part thereof and incorporated by reference in this Appendix.
- (b) "**Eligible Project Costs**" means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.
- (c) "**Project**" means the Capital Improvement Project described in Appendix A of the Agreement.
- (d) "**Repayment Amount**" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.
- (e) "**Term**" means the period in which the Agreement shall be in full force and effect, commencing on the date hereof and continuing until the next January 1 or July 1 following completion of construction of the Project or until the January 1 or July 1 following the day in which the obligations of the Recipient hereunder have been fully satisfied, whichever date is later.
- (f) "**Note**" means the promissory note provided to the Chief Financial Officer of record.
- (g) "**Utility**" means the Project if the Project is or upon completion of construction of the Project, will be a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

**Article 3.1. The Loan.** On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **One Hundred Seventy-Five Thousand Dollars (\$175,000)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs (the "Loan"). The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section VI of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

**Article 3.2.** In the event the Project to be constructed hereunder is or will be a Utility, the Recipient hereby agrees to the following:

- (a) It shall at all times prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
- (b) It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
- (c) It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

**Article 3.3.** The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of

the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first fifteen (15) days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the first day of July or the last business day of January. The Director at his sole discretion may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations hereunder.

Article 3.4. The Recipient shall pay the Local Subdivision Contribution as provided in Section VIII of the Agreement and Appendix D. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended from time to time. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix D, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

Article 3.5. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient's Local Subdivision Contribution shall be increased by an amount equal to the difference between the final cost of the Project and the estimated cost of the Project.

Article 3.6. Subject to the terms and conditions of the Agreement, the Eligible Project Costs shall be paid by the OPWC not to exceed the amount established in the Agreement. In the event the Agreement is terminated by the OPWC pursuant to, but not in breach of, the provisions of the Agreement, or by subsequent agreement of the parties, or in the event the Agreement is terminated by the Recipient, whether or not in breach of the Agreement, the Eligible Project Costs incurred in connection with the construction of the Project shall be paid by the Recipient and the OPWC shall be released from paying the Eligible Project Cost. Any moneys paid to the OPWC by the Recipient under the provisions of this Section shall be repaid in not more than one (1) year after termination with interest on the remaining balances at the Default Interest Rate.

Article 3.7. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if he reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

Article 3.8. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

Article 3.9. If prior to the completion of the Term the Project shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient pursuant to Article 3.2 hereof, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

Article 3.10. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

- (a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer of the Recipient that the Recipient has complied with either paragraph

(a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the OPWC.

Article 3.11. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

- (a) The Recipient shall fail to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
- (b) The Recipient shall fail to observe and perform any obligations, agreements or provisions of the Agreement all Appendices thereto, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OPWC.

Article 3.12. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

- (a) The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at eight percent (8%) per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
- (b) The Director may in his sole and complete discretion and in accordance with Section 164.05 of the Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount of any default hereunder from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Sections 5747.51 to 5747.53 of the Revised Code.
- (c) The OPWC shall be released from any and all obligations to Recipient hereunder.
- (d) The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

Article 3.13. No right or remedy conferred upon the OPWC under Article 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Article 3.14. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in Article 3.3.

#### **Joint Funded Project with the Ohio Department of Transportation**

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections IV, VI. A., VI. B., VI. C, and VII of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in this Appendix.

## APPENDIX D

### LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **52%** of the total Project Cost. The OPWC participation percentage shall be **48%**. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:

i) Local In-kind Contributions	\$20,000
ii) Local Public Revenues	\$170,844
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT/FHWA	\$0
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$0

SUBTOTAL \$190,844

v) OPWC Funds:

- Loan	\$175,000
--------	-----------

SUBTOTAL \$175,000

TOTAL FINANCIAL RESOURCES \$365,844

b) PROJECT ESTIMATED COSTS:

i) Project Engineering Costs:	
- Preliminary Engineering	\$0
- Final Design	\$14,000
- Construction Administration	\$6,000
ii) Right-of-Way	\$0
iii) Construction Costs	\$314,404
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$0
vi) Construction Contingencies	\$31,440

TOTAL ESTIMATED COSTS \$365,844

**OHIO PUBLIC WORKS COMMISSION**  
**APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: \_\_\_\_\_

Statement requesting the disbursement of funds from the OPWC pursuant to Section VI of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and **The City of Sandusky, (043-70380), Erie County** (the "Recipient"), dated **July 1, 2018**, for the sole and express purpose of financing the capital improvement project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as **McCartney Road Pulverization Project, CE48V (LOAN)**.

**EXPENDITURES PROGRESS:**

	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
<b>A) Project Engineering Costs</b>				
1) Preliminary Engineering	\$0	\$ _____	\$ _____	\$ _____
2) Final Design	\$14,000	\$ _____	\$ _____	\$ _____
3) Construction Administration	\$6,000	\$ _____	\$ _____	\$ _____
<b>B) Right-of-Way</b>	\$0	\$ _____	\$ _____	\$ _____
<b>C) Construction Costs</b>	\$314,404	\$ _____	\$ _____	\$ _____
<b>D) Materials Purchased Directly</b>	\$0	\$ _____	\$ _____	\$ _____
<b>E) Permits, Advertising, Legal</b>	\$0	\$ _____	\$ _____	\$ _____
<b>F) Construction Contingencies</b>	\$31,440	\$ N/A	\$ N/A	\$ N/A
<b>G) Totals</b>	<b>\$365,844</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**FINANCING PROGRESS:**

	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) USED TO DATE (Column 2 + 3)
<b>H) OPWC Funds</b>	<b>\$175,000</b>	\$ _____	\$ _____	\$ _____
<b>I) Local Share</b>				
1) In-kind Contributions	\$20,000	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$170,844	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
<b>J) Other Public Revenues</b>				
1) ODOT/FHWA	\$0	\$ _____	\$ _____	\$ _____
2) OEPA	\$0	\$ _____	\$ _____	\$ _____
3) OWDA	\$0	\$ _____	\$ _____	\$ _____
4) CDBG	\$0	\$ _____	\$ _____	\$ _____
5) Other _____	\$0	\$ _____	\$ _____	\$ _____
<b>K) Total Local and Other Public Revenues</b>	<b>\$190,844</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>L) Totals ( H+K for each column )</b>	<b>\$365,844</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Disbursement Request # \_\_\_\_\_

Is this the final request for disbursement of OPWC funds? .....        YES        NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 52% of the total project cost.

-----

**AUTHORIZED CERTIFICATIONS**

**Changes to project officials must be submitted in writing.**

**PROJECT MANAGER CERTIFICATION:**

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated \_\_\_\_\_%.

\_\_\_\_\_  
Aaron Klein, P.E./City Engineer

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

( ) -  
Phone

**CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:**

Pursuant to Section VI. B. and VI. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Hank Solowej/Finance Director

CFO Phone: ( ) - \_\_\_\_\_

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

Subdivision Name: The City of Sandusky Erie County  
Project Name: McCartney Road Pulverization Project  
OPWC Control No.: CE48V (LOAN)  
Project Manager: Aaron Klein, P.E./City Engineer

Appendix E - Page 3

Disbursement Request # \_\_\_\_\_

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION:**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

- 1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_
- 2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_
- 3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_
- 4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC ..... \$ \_\_\_\_\_  
PAYEE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: ( ) - \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_

OPWC Use Only

Accounting: \_\_\_\_\_

Approval by: \_\_\_\_\_

Auditor: \_\_\_\_\_

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



## DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: July 10, 2018

**Subject:** Commission Agenda Item – Wastewater Treatment Plant Primary Digester No. 4 – Structural & Roof Repairs Project

**ITEM FOR CONSIDERATION:** Ordinance awarding a design-build contract to Mosser Construction, Inc. from Fremont, Ohio for the Wastewater Treatment Plant Primary Digester No. 4 – Structural & Roof Repairs Project

**BACKGROUND INFORMATION:** City has been experiencing seepage from the wall of Primary Digester No. 4. At the Wastewater Treatment Plant (WWTP). The basic tank design comprises of a 60' inside diameter x 26'-8" tall x 16" thick cast-in-place concrete wall supported on 18" thick concrete foundation that slopes down about 7' at its center relative to its elevation at the wall. The wall supports the roof structure but does not derive structural support from the roof. There is a steel bridge at the top that supports the center mechanism and spans across the Digester. The roof structure is comprised of two (2) inch foam insulation over sixteen (16) main roof radial support beams braced with structural steel purlins, sixteen (16) fabricated rim plate sections with integral tension ring. The walls are buried about 14' below adjacent ground surface. The wall resists internal pressure from the internal fluid and gas pressures through horizontal hoop tension. The exterior face of the wall is covered with an insulating EIFS façade system starting about 8 inch above the adjacent ground. The top of the roof structure is also insulated with 2" thick polyurethane foam covered with a silicone coating. The roofing material is in need of replacement due to age and will be completed with this project. The digester structure requires an internal and external evaluation of the cracks in the concrete walls, a recommended method of repairing these cracks and a contractor to complete these repairs.

The City issued a Request for Qualifications (RFQ) pursuant to Chapter 141 of the Codified Ordinances and the Ohio Revised Code for a design-build process. The RFQs were due on February 6, 2018 and the City received four (4) qualification packages from Design Build Teams (DBT). The qualifications were reviewed and evaluated by a selection committee and the top three (3) DBTs were asked to provide technical and price proposals per ORC 153.693. The following is a listing of the DBT teams:

Mosser Construction/Jones & Henry LTD.  
Kokosing Industrial/Osborn Engineering  
Quasar Energy Group/Wade Trim

The design build packages which included separate sealed technical and price proposals were due on Tuesday, June 19<sup>th</sup>. Quasar Energy Group/Wade Trim did not meet the submittal deadline and was found to be non-responsive and eliminated from further consideration. The next step in the selection process was for city staff to review the technical proposals. The final step was to conduct interviews

with the DBTs and open the price proposals on Friday, June 29<sup>th</sup>. The following is the results of the scoring of the two remaining DBTs.

<b>WWTP Primary Digester No. 4 - Structural &amp; Roof Repairs</b> <b>Technical Proposals &amp; Price Proposal</b> <b>Final Scoring</b>					
		Mosser Construction & Jones & Henry Engineers		Kokosing Industrial & Osborn Engineering	
35	Tech	73	35.00	68	32.60
60	Price	\$ 257,000.00	58.83	\$ 252,000.00	60.00
5	Schedule	103	2.38	49	5.00
		96.21		97.60	

Kokosing Industrial/Osborn Engineering team were determined to be non-responsive due to the requirements of the design-build documents that the DBTs receive a minimum score of 70 on their technical evaluation.

Based upon the scoring process by the selection committee, Mosser Construction Inc., of Fremont, Ohio, (with Jones & Henry Engineers, LTD., of Toledo, Ohio) was selected as the best value.

**BUDGETARY INFORMATION:** The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$282,000.00 to be paid with Sewer Funds.

**ACTION REQUESTED:** It is requested that an Ordinance be awarded for the design-build contract to Mosser Construction, Inc. from Fremont, Ohio for the Wastewater Treatment Plant Primary Digester No. 4 – Structural & Roof Repairs in the amount of \$257,000.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City to allow the design build team to be able to complete the project by the project completion date of November 2, 2018

I concur with this recommendation:

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

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

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Assistant Law Director

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A DESIGN-BUILD CONTRACT WITH MOSSER CONSTRUCTION, INC. OF FREMONT, OHIO, FOR THE WASTEWATER TREATMENT PLANT PRIMARY DIGESTER NO. 4 – STRUCTURAL & ROOF REPAIRS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Primary Digester No. 4 at the Wastewater Treatment Plant is comprised of 60' inside diameter x 26'-8" tall x 16" thick cast-in-place concrete walls supported on a 18" thick concrete foundation that slopes down about 7' at its center relative to its elevation at the wall and the walls support the roof structure which is comprised of two (2) inch foam insulation over sixteen (16) main roof radial support beams braced with structural steel purlins, sixteen (16) fabricated rim plate sections with integral tension ring; and

**WHEREAS**, the walls resists internal pressure from the internal fluid and gas pressures through horizontal hoop tension and have been seeping and need to be repaired along with the roofing material; and

**WHEREAS**, the Wastewater Treat Plant Primary Digester No. 4 – Structural & Roof Repairs Project involves an internal and external evaluation of the wall cracks including a recommended method and subsequent repairs along with new roofing materials; and

**WHEREAS**, the City issued a Request for Qualifications (RFQ) for the project pursuant to Chapter 141 of the City's Codified Ordinances and the Ohio Revised Code for a design-build process in which four (4) qualification packages were received and evaluated by a selection committee and the top ranked three (3) ranked design-build firms were issued a Request for Proposals (RFP) for technical and price packages; and

**WHEREAS**, one of the technical and price submittals was non-responsive and eliminated from further consideration and based upon a scoring process by the selection committee of the other two (2) technical and price proposals, Mosser Construction Inc., of Fremont, Ohio, (with Jones & Henry Engineers, LTD., of Toledo, Ohio) was selected as the best value; and

**WHEREAS**, the estimated cost of this project, including engineering, inspection, advertising, and miscellaneous expenses is \$282,000.00, and will be paid with Sewer Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the design-build team to complete the project by the project completion deadline of November 2, 2018; and

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

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

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

Section 1. The City Manager is authorized and directed to enter into a design-build contract with Mosser Construction, Inc. of Fremont, Ohio, for the Wastewater Treatment Plant Primary Digester No. 4 – Structural & Roof Repairs Project at an amount **not to exceed** Two Hundred Fifty Seven Thousand and 00/100 Dollars (\$257,000.00) consistent with the proposal submitted by Mosser Construction, Inc. of Fremont, 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: July 23, 2018



## COMMUNITY DEVELOPMENT

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

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

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** July 10, 2018  
**Subject:** Commission Agenda Item – Purchase of Property

**Items for Consideration:** Legislation approving a Residential Purchase Agreement (the “Agreement”) for the purchase of two (2) properties located on Milan Road.

**Background Information:** As part of the Neighborhood Initiative, the anchor project for the South of Kilbourne neighborhood called for upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage. Therefore, the area north of the current Jaycee Park entrance is critical to obtain and is also necessary in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park. Unfortunately, the main parcel needing to be acquired to undertake such improvements is privately owned.

Within recent weeks, the needed, .5-acre parcel referenced above (PPN: 57-05985.002) and an adjacent single-family home located at 1215 Milan Road (PPN: 57-01857.000) were listed jointly for sale. The owners, who are different, are selling together and are not willing to split the properties – meaning the only way to secure site control of the .5-acre parcel is to also purchase the single-family home. The single-family home, owned by Gilbert & Amy Chambers, was recently renovated and is approximately 1,200 square feet in size and includes 3 bedrooms and 1.5 bathrooms. Both properties were jointly listed for sale for \$115,000. Upon City Commission approval to purchase the properties, the property owner of the .5-acre parcel will quit claim the property to Gilbert & Amy Chambers.

The Agreement calls for the City to purchase both parcels for \$87,500. The properties are being sold as is, however, the City will be provided an inspection period expiring on July 27<sup>th</sup> at 5:00 to determine if we still desire to complete the transaction. Closing is set for on or before August 3, 2018. There is no earnest money contemplated as part of this transaction, real estate commissions are the responsibility of the selling parties and a traditional split of closing costs is included. The City will also be permitted to complete a final walkthrough of the properties two (2) days prior to closing to ensure there have been no material changes to the conditions of the properties.

Upon acquisition, the City intends to provide the single-family home located at 1215 Milan Road with an additional 10-15 feet of rear yard space from the other purchased parcel. The single-family

home currently only sits on .1-acres of land that is triangularly shaped. This does not permit for any useable greenspace nor room for a garage. Once the lot split and combination is completed, the City intends to immediately list the single-family home for sale.

**Budgetary Information:** The City will be responsible for purchasing both properties for \$87,500 and covering traditional closing costs in addition. The expenses will initially be paid for utilizing Neighborhood Initiative funds (specifically, housing repair funds). When the single-family home is re-sold, the difference between the purchase price of both parcels and the sales price of only the single-family home (if there is a difference) will be expensed against the Neighborhood Initiative fund (specifically, neighborhood improvements) and the housing repair balance will be made whole. In the event the sales proceeds for only the single-family home exceed the purchase price of both parcels, the net proceeds will be deposited into the Real Estate Development Fund.

**Action Requested:** It is requested that the proper legislation be prepared to approve executing the Residential Purchase Agreement between the City of Sandusky and Gilbert & Amy Chambers. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to immediately allow the City to both execute the agreement and allow the due diligence on the property to be completed prior to expiration of the inspection period on July 27, 2018, and to proceed with the lot split and reconsolidation and immediately re-list 1215 Milan for sale.

I concur with this recommendation:

---

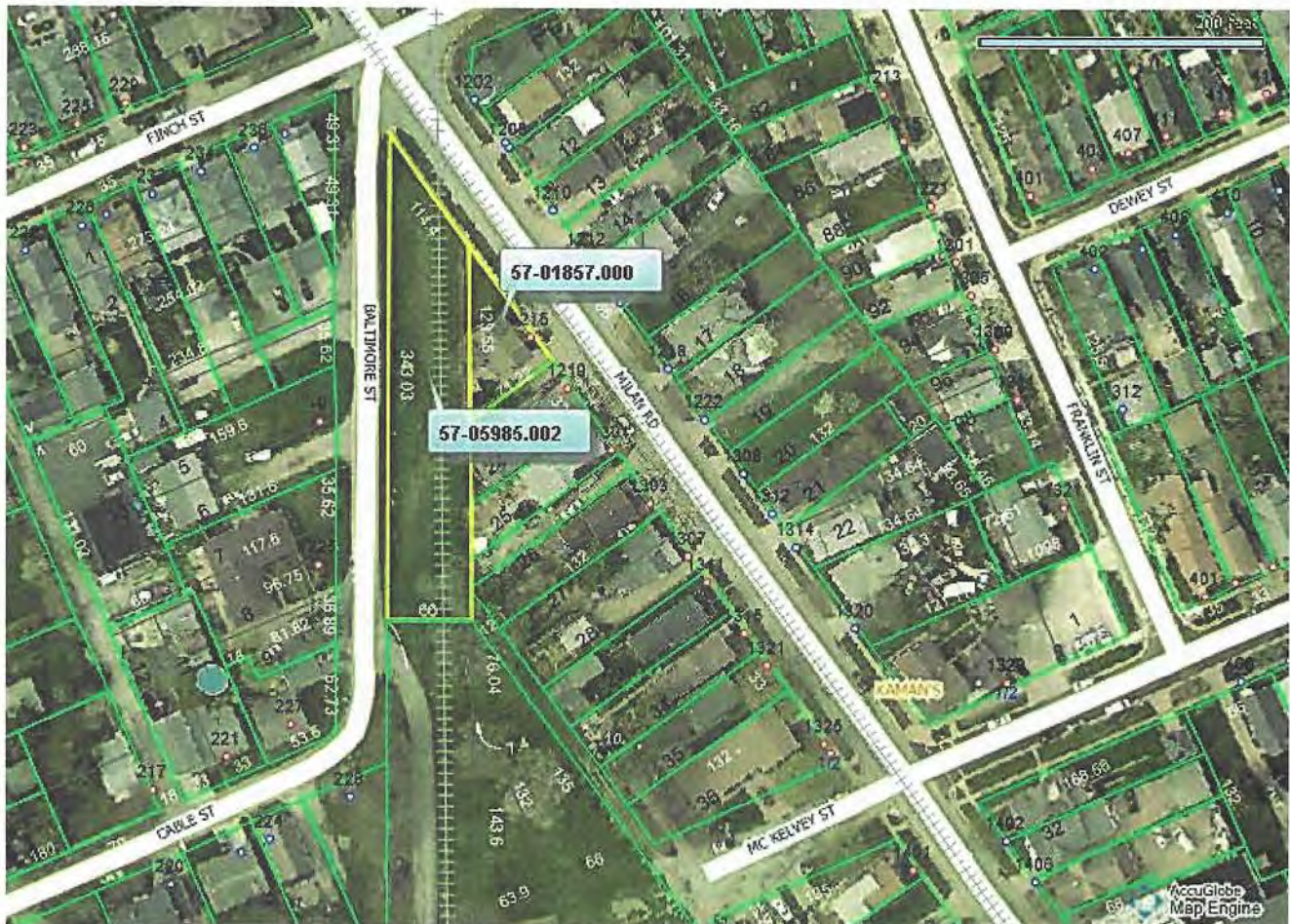
Eric L. Wobser  
City Manager

---

Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Assistant Law Director  
Hank Solowiej, Finance Director  
Angela Byington, Planning Director

## Erie County GIS



Notes

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A RESIDENTIAL PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCATED ON MILAN ROAD AND IDENTIFIED AS PARCEL NOS. 57-05985.002 AND 57-01857.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the Sandusky Neighborhood Initiative, the anchor project for the South of Kilbourne neighborhood involves upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage; and

**WHEREAS**, recently, the .5-acre parcel, located on Milan Road north of the current Jaycee Park entrance, which is critical to obtain in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park, was listed for sale, as well as an adjacent single-family home located at 1215 Milan Road; and

**WHEREAS**, the property, owned by two (2) different owners, and are selling the property jointly and the only way to secure the .5-acre vacant parcel is to purchase the single-family home that was recently renovated and is approximately 1,200 square feet in size and includes 3 bedrooms and 1.5 bathrooms; and

**WHEREAS**, upon acquisition, the City intends to provide the single-family home with an additional 10-15 feet of rear yard space from the other purchased parcel and immediately list for sale; and

**WHEREAS**, the purchase price for the properties is \$87,500.00 and will be paid with Neighborhood Initiative Funds, along with the closing costs, and upon re-sale of the single-family home, the Neighborhood Initiative Fund will be reimbursed from the proceeds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and allow the due diligence on the property to be completed prior to the expiration of the inspection period on July 27, 2018, and to proceed with the lot split and reconsolidation for the re-sale of 1215 Milan Road; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Residential Purchase Agreement on behalf of the City for the sale and purchase of

real property with Gilbert and Amy Chambers, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance to purchase the property identified as Parcel No. 57-05985.002, located on Milan Road, and Parcel No. 57-01857.000, located at 1215 Milan Road in Sandusky for the purposes of community improvements.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 57-05985.002, located on Milan Road, and Parcel No. 57-01857.000, located at 1215 Milan Road in Sandusky.

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: July 23, 2018



**RUSSELL REAL ESTATE SERVICES**  
**RESIDENTIAL PURCHASE AGREEMENT**  
Administrative Office: 12190 Pearl Road, Strongsville Ohio 44136



1. **BUYER:** The undersigned City of Sandusky offers to buy the
2. **PROPERTY:** Located at 1215 Milan Road
3. City Sandusky, Ohio, Zip Code 44870
4. Permanent Parcel No. 57-01857.000 and 57-05985.002, and further described as being: 23 MILAN RD EX S 10.48'
5. and OL 10 SOUTH OF SOUTHWARK .4490A
6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7. appurtenant rights, including but not limited to any and all mineral rights, privileges and easements, and all buildings
8. and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom
9. fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all
10. landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and 0 controls;
11. all permanently attached carpeting. The following selected items shall also remain: ☐ satellite dish; ☒ range and
12. oven; ☒ microwave; ☒ kitchen refrigerator; ☒ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air
13. conditioner; ☒ central air conditioning; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and ☐ grate; ☒ all existing
14. window treatments; ☒ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener.
15. Also included: \_\_\_\_\_
16. Fixtures Not Included: \_\_\_\_\_
17. **PRICE:** BUYER shall pay the sum of..... \$ 87,500
18. Earnest money payable to No earnest money
19. in the form of a ☒ None, the receipt of which is hereby acknowledged
20. by RUSSELL REAL ESTATE SERVICES. Note shall be redeemed (as stated on
21. lines (23 -25). All monies received to be deposited into an escrow/trust account
22. and to be credited against the Purchase Price..... \$ 0.00
23. NOTE TO BE REDEEMED WITHIN FOUR DAYS OF WRITTEN ACCEPTANCE
24. OR 24 HOURS AFTER SATISFACTORY COMPLETION OF ALL QUALIFIED
25. INSPECTIONS, IF APPLICABLE.
26. Additional monies to be placed in escrow with a responsible lending institution,
27. title or trust company..... \$ 87,500
28. Execute and deliver note secured by a first mortgage on said premises
29. in the amount of ☐ Conventional ☐ FHA ☐ VA ☒ OTHER..... \$ Cash
30. Additional Terms: Title exam to be done by Buyer at their expense. Property sold As is but buyer requests
31. an inspection expiring at 5:00 pm on July 27th. Final walkthrough 2 days prior to closing. Buyer offers no earnest money
32. \_\_\_\_\_
33. **FINANCING:** BUYER shall make a written application for the above mortgage loan, order the appraisal and provide
34. verification to SELLER of said application and order of appraisal within N/A days and shall obtain a
35. commitment for that loan no later than N/A days after acceptance of this offer. If first mortgage financing
36. cannot be obtained despite BUYER Good faith efforts, Russell Real Estate Services reserves the right to arrange
37. acceptable financing. If first mortgage financing cannot be obtained then this Agreement shall be null and void. Upon
38. signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without
39. any further liability of either party to the other or to the Brokers and their agents.
40. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
41. with the lending institution or escrow company on or before 8/3/2018 or before \_\_\_\_\_, and title shall be
42. recorded on or about 8/3/2018.
43. **POSSESSION:** SELLER shall deliver possession to BUYER of the property within 0 days by 5:00 ☐ AM ☒ PM
44. after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by the SELLER free
45. for 0 days. Additional 0 days at a rate of \$ 0 per day. Insurance coverage and payment and collection
46. of fees for use and occupancy after recording of title are the sole responsibility of SELLER and BUYER.

                      / \_\_\_\_\_  
SELLER(S) INITIALS AND DATE

                      / \_\_\_\_\_  
BUYER(S) INITIALS AND DATE

47. **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
48. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
49. mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments  
50. as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and  
51. assessments, both general and special, not yet due and payable. BUYER is encouraged to obtain Owner's Title  
52. Insurance Policy ("OTIP"). An OTIP is different than a lender's title Insurance Policy, which will not protect the BUYER  
53. from claims and challenges on the title. SELLER shall furnish an OTIP in the amount of the purchase price, or \_\_\_\_\_  
54. from Newman Title LLC, or Hartung Title \_\_\_\_\_, as agreed to by the parties. BUYER agrees to release and  
55. discharge any and all claims and losses against The Russell Realty Company, d/b/a Russell Real Estate Services and  
56. its agents should the BUYER elect not to purchase an OTIP. I/We acknowledge and agree that I /we have (or will) select  
57. and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies")  
58. of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make  
59. that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to  
60. my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its  
61. agents, employees, officers and directors (collectively "Russell"), I/we did not rely on that introduction or any  
62. representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby  
63. release and hold harmless Russell from any direct or vicarious claims or liability arising from any misappropriation of  
64. funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless  
65. I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an  
66. attorney, of my/our choosing, review same and I /we have either done so, or have chosen not to do so, on our own  
67. without undue pressure by anyone. SELLER shall have thirty (30) days after notice to remove title defects. If unable  
68. to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or  
69. b) terminate this agreement, in which case neither BUYER, SELLER or any broker shall have any further liability to each  
70. other, and both BUYER and SELLER agree to sign a mutual release, releasing earnest money to BUYER.

71. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county  
72. charges, heating fuel oil/propane (if any) and tenant's rents, collected or uncollected, shall be prorated as of the  
73. date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax  
74. duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only,  
75. taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow  
76. agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as  
77. of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If  
78. the property being transferred is new construction and recently completed or in the process of completion at the  
79. time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the  
80. taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient  
81. funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title  
82. has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to SELLER  
83. once they receive notice from the local county auditor that the taxes on the land and improvements have been paid  
84. in full to the date the title has been recorded. SELLER and BUYER acknowledge that the latest available tax duplicate  
85. may not reflect the accurate amount of taxes and assessments that will be owed. SELLER and BUYER agree to adjust  
86. directly outside of escrow for any increase or decrease in valuation and the cost of all passed or levied, but not yet  
87. certified, taxes and assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of  
88. any proposed taxes or assessments, public or private, except the following: None \_\_\_\_\_  
89. \_\_\_\_\_

90. In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), ☐ BUYER ☒ SELLER  
91. agrees to pay the amount of such recoupment.

92. **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the Escrow  
93. Agent's usual conditions of acceptance. The Mortgage Location Survey is to be performed by Exacta Land Surveying  
94. or Hartung Title \_\_\_\_\_. SELLER shall pay the following costs through escrow: a) deed  
95. preparation, b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not  
96. assumed by BUYER, d) ~~title exam and~~ one half the cost of insuring premium for Owners Title Insurance Policy, e)  
97. prorations due BUYER, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit  
98. payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). Tenant security deposits, if  
99. any, shall be credited in escrow to the BUYER. The escrow agent shall withhold \$400.00 from the proceeds due  
100. SELLER for payment of Seller's final water and sewer bills. SELLER shall pay all utility charges to date of recording of  
101. title or date of possession whichever is later. BUYER shall pay the following through escrow (unless prohibited by VA/FHA  
102. regulations): a) one-half of the escrow fee, b) one half the cost of insuring premium for Owners Title Insurance Policy,  
103. c) all recording fees for the deed and any mortgage, and d) a Broker's Commission of \$265 for services rendered (plus

/ \_\_\_\_\_

SELLER(S) INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT 04-01-17

/ \_\_\_\_\_

BUYER(S) INITIALS AND DATE

104. any amount due if an Exclusive Buyer Representation Agreement exists) payable to Russell Real Estate Services  
 105. (address on line 274). SELLER and BUYER hereby authorize and instruct escrow agent to send a copy of their fully  
 106. signed Closing Disclosure or Settlement Statement(s) to both Broker(s) listed on this Agreement promptly after closing,  
 107. which Broker(s) may submit to other parties to the transaction.

108. **HOME WARRANTY:** BUYER has been made aware and acknowledges that several Limited Home Warranty  
 109. Insurance Policies issued by numerous companies are available and that such policies have deductibles, and may  
 110. not cover pre-existing defects in the property, and have items excluded from coverage. BUYER ☐ does ☒ does not  
 111. elect to secure a Limited Home Warranty Plan issued by HMS Home Warranty or Buyer Declines.

112. The cost of \$ \_\_\_\_\_ shall be paid by ☐ BUYER ☐ SELLER through escrow.

113. **INSPECTION:** BUYER acknowledges that it has been recommended to him/her that he/she engage, at his/her  
 114. expense, the services of professional inspectors to inspect the premises to ascertain that the condition of the  
 115. premises is as called for in this agreement. This agreement shall be subject to the following inspection(s) by a  
 116. qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement.  
 117. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and  
 118. releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not  
 119. elect inspections, BUYER acknowledges that BUYER is acting against the advice of Buyer's agent and broker.  
 120. BUYER understands that all real property and improvements may contain defects and conditions that are not  
 121. readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the Broker(s) and  
 122. their agent(s) do not guarantee and in no way assume responsibility for the property's condition.

123. BUYER acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of  
 124. the SELLER or Buyer's inspectors regarding the condition and systems of the property. BUYER further acknowledges  
 125. that the entire house was open for observation and that BUYER had an unimpeded opportunity to inspect the entire  
 126. house and did inspect said house. The BUYER further understands and agrees that it is not the responsibility of the  
 127. brokerage firms or real estate agents to inspect the property and agrees to waive all liability and hold harmless any  
 128. brokerage firm or real estate agent connected with this transaction.

129. **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**  
 130. **need for the Inspections listed below.**

- |  | Yes                                 | No                                  |   | Paid By: | SELLER                   | BUYER                               |
|--|-------------------------------------|-------------------------------------|---|----------|--------------------------|-------------------------------------|
| 131.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 1. GENERAL HOME INSPECTION by professional inspector expiring 5:00 pm on 7/27/18  |          | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 132.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 2. SEPTIC SYSTEM INSPECTION by a professional inspector (first verify with County Regulations) within _____ days from acceptance of this offer. |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 133.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 3. WELL WATER TEST for potability, by a professional inspector within _____ days from acceptance of this offer.                                 |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 134.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 4. WELL INSPECTION for adequate flow rate, by a professional inspector within _____ Days from acceptance of this offer.                         |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 135.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 5. TERMITE/WOOD DESTROYING INSECT INSPECTION by a licensed inspector within _____ days from acceptance of this offer.                           |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| If FHA/VA regulations prohibit the payment of Insect Inspection by BUYER, SELLER shall pay cost. |                                     |                                     |   |          |                          |                                     |
| 136.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 6. INSPECTION FOR PRESENCE OF LEAD BASED PAINT, AND/OR LEAD BASED PAINT HAZARD within ten (10) days _____ after acceptance of the contract.     |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 137.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 7. RADON INSPECTION by a professional inspector within _____ days from acceptance of this offer.  |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 138.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 8. ASBESTOS INSPECTION by a professional inspector within _____ days from acceptance of this offer.   |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 139.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 9. MOLD OF ANY TYPE INSPECTION by a professional inspector within _____ days from acceptance of this offer.                                     |          | <input type="checkbox"/> | <input type="checkbox"/>            |
| 140.   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 10. FOUNDATION INSPECTION by a professional inspector within _____ days from acceptance of this offer.  |          | <input type="checkbox"/> | <input type="checkbox"/>            |

/\_\_\_\_\_  
 SELLER(S) INITIALS AND DATE

/\_\_\_\_\_  
 BUYER(S) INITIALS AND DATE

Yes No

141. ☐ ☒ 11. OTHER INSPECTION(S) by a professional inspector within \_\_\_\_\_ days from acceptance of this offer.

Paid By: SELLER ☐ BUYER ☐

142. (List OTHER INSPECTIONS) \_\_\_\_\_

143. \_\_\_\_\_

144. **BUYER shall within 3 days of completion of the last inspection requested elect one of the following:**

145. **A) Remove the inspection contingency accepting the property in its "AS IS" PRESENT PHYSICAL CONDITION.** If the  
146. property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an Amendment of  
147. Contingency Removal accepting the property "AS IS";

148. **B) Accept the property subject to the SELLER agreeing to have specific material defects, that were either previously disclosed**  
149. **in writing by the SELLER or identified in a written inspection report repaired by a qualified contractor in a professional manner**  
150. **at SELLER expense. BUYER shall provide to SELLER a copy of the inspections report(s) and sign an Amendment to**  
151. **the Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.**  
152. **SELLER and BUYER shall have four (4) days from SELLER receipt of the written list of defects and the inspection**  
153. **report(s) to agree in writing which defects, if any, will be corrected by SELLER. If a written Agreement is not signed by**  
154. **SELLER and BUYER within those four(4) days, this agreement shall be null and void and SELLER and BUYER agree**  
155. **to sign a mutual release, whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit**  
156. **shall be returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE**  
157. **SERVICES;**

158. **C) Terminate this Agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing**  
159. **by the SELLER or any cooperating real estate broker, whereupon signing of a mutual release by SELLER and BUYER,**  
160. **the earnest money deposit shall be returned to the BUYER without any further liability between SELLER and BUYER**  
161. **or to RUSSELL REAL ESTATE SERVICES.**

162. **FAILURE TO HAVE INSPECTION(S) COMPLETED AS REQUIRED ABOVE, OR TO NOTIFY SELLER BY**  
163. **WRITTEN NOTICE AS REQUIRED ABOVE, OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION**  
164. **PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND BUYER SHALL TAKE THE PROPERTY**  
165. **AS IS" WITH RESPECT TO SUCH DEFECTS.**

166. The SELLER and BUYER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise  
167. their right to terminate this Agreement. SELLER agree to provide reasonable access to the property for BUYER to  
168. review and approve any conditions corrected by the SELLER.

169. **MEGAN'S LAW/SEX OFFENDER REGISTRATION LAW(S):** SELLER warrants that SELLER has disclosed to  
170. BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information  
171. disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume  
172. the responsibility to check with the local sheriff's office for additional information. BUYER will rely on Buyer's own  
173. inquiry with the local sheriff's Office as to registered sex offenders in the area and will not rely on SELLER or any  
174. real estate agent involved in the transaction to determine if a sex offender resides in the area of any property  
175. BUYER may purchase.

176. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in  
177. its "As Is" Present Physical Condition including any defects disclosed by the SELLER on the *Ohio Residential Property*  
178. *Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda made a  
179. part of this agreement. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise be-  
180. tween the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations,  
181. warranties, or statements about the property (including but not limited to its condition or use) unless otherwise  
182. disclosed on this agreement or on the *Residential Property Disclosure Form*.

183. ☒ 1. BUYER acknowledges receipt of completed *Residential Property Disclosure Form* from SELLER.

184. ☐ 2. BUYER has not received *Residential Property Disclosure Form* and SELLER agrees to deliver to BUYER a copy  
185. of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the  
186. property is exempt by Ohio Revised Code 5302.30 from the use of the form.

187. SELLER shall pay all costs for the repair of any utility line that the SELLER has responsibility for at the time of  
188. recording of title or transfer/restoration of utilities, whichever is sooner. SELLER agrees to comply with any and  
189. all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any  
190. notices received from governmental agencies to inspect or correct any current building code or health violations. If  
191. applicable, BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which  
192. party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER

/   
SELLER(S) INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT 04-01-17

/   
BUYER(S) INITIALS AND DATE

Property Address: 1215 Milan Rd., Sandusky, Oh 44870

193. cannot agree in writing, this Agreement can be declared null and void by either party. In that event SELLER and  
194. BUYER agree to sign *mutual release* with instruction to the Broker on disbursement of the earnest money.

195. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential  
196. Property Disclosure Form unless otherwise stated above and SELLER has not made any representations or warranties,  
197. either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if  
198. applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the  
199. SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation  
200. to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that  
201. any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures  
202. or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments  
203. are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents  
204. that you relied upon when purchasing this property. None

205. **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
206. price prior to title transfer, BUYER may either a) accept the insurance proceeds for said damage and complete this  
207. transaction or b) terminate this agreement and receive the return of all deposits made. In that event, SELLER and  
208. BUYER agree to sign a *mutual release*, with instruction to the Broker on disbursement of the earnest money on deposit  
209. BUYER has the right to inspect this property for any reason. If such damage is less than ten percent of the purchase price,  
210. SELLER shall restore the property to its prior condition and BUYER agrees to complete the purchase of the Property.

211. **ADDENDA:** The additional terms and conditions in the attached addenda ☐ Agency Disclosure Form ☒ Residential  
212. Property Disclosure ☐ VA ☐ FHA ☐ FHA Home Inspection Notice ☐ Secondary Offer ☐ Condominium ☐ Short Sale  
213. ☐ House Sale Contingency ☐ House Sale Concurrence ☒ Lead Based Paint (required if built before 1978)  
214. ☐ Homeowner's Association ☒ Affiliated Business Arrangement Disclosure Statement ☒ Walk Through  
215. ☒ Wire Fraud – Protect Yourself ☒ HMS Service Agreement Disclosure Statement ☐ Other: \_\_\_\_\_  
216.

217. are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting terms**  
218. **in the Purchase Agreement.**

219. **EARNEST MONEY:** The Broker shall acknowledge receipt of the earnest money shown on line 22 to the escrow agent  
220. who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money  
221. shall be retained in the broker's trust account until after title transfer at which time it shall be applied  
222. against any compensation due broker. Any amount by which the earnest money exceeds the compensation  
223. due the broker shall be remitted to the escrow agent. In the event of a dispute between the SELLER and BUYER  
224. regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law  
225. to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties  
226. specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money  
227. is to be rewarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the  
228. parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the  
229. dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.

230. **PERFORMANCE:** If the BUYER fails to perform this contract at the time and in the manner herein specified or  
231. defaults in the performance of any of the obligations imposed by the terms hereof, SELLER may, at Seller's option,  
232. treat this Agreement as null and void and earnest money shall be forfeited by BUYER in favor of SELLER. It is  
233. agreed and stipulated that if BUYER defaults in his/her/their performance of this agreement, then BUYER shall be  
234. obligated to pay any and all commissions due RUSSELL REAL ESTATE SERVICES. If SELLER does not perform his  
235. obligations under this contract within said time, BUYER may, at his option, treat this contract as null and void and  
236. receive the return of earnest money, in which case SELLER agrees to pay the commission as though the sale and  
237. transfer had been fully consummated. All parties hereto hereby acknowledge receipt of a full and complete copy of  
238. this Agreement. This contract shall be binding on the SELLER, the BUYER, their heirs, executors, administrators,  
239. successors and assigns. State law requires that RUSSELL REAL ESTATE SERVICES has a signed mutual release  
240. or court order before releasing earnest money (All parties hereby agree to sign a Mutual Release accordingly).  
241. See, Earnest Money, above.

242. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of  
243. the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign,  
244. rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing  
245. accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion,  
246. sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that  
247. section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental

/ \_\_\_\_\_

SELLER(S) INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT 04-01-17

Page 5 of 6

/ \_\_\_\_\_

BUYER(S) INITIALS AND DATE

248. of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit,  
249. to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the  
250. neighborhood of a person or persons belonging to one of the protected classes.

251. **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-  
252. offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and  
253. SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the  
254. parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in  
255. writing and be signed/initialed by both BUYER and SELLER. Facsimile or electronic signatures shall be deemed  
256. binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions  
257. of acceptance. If there is any conflict between the escrow's conditions of acceptance and this agreement, the  
258. terms of this agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

259. This Offer is open for acceptance in writing until 5:00 o'clock ☐ (AM) ☒ (PM) EST, on 7/27/2018.

260. **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

261. BUYER:  Email: \_\_\_\_\_

262. Print Name: City of Sandusky Phone: \_\_\_\_\_

263. BUYER:  Email: \_\_\_\_\_

264. Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

265. Date: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

266. **RUSSELL REAL ESTATE SERVICES (License # 0000387521):**

267. By:  Office: Sandusky Phone: 419-602-1235

268. **SELLER** ☐ **ACCEPTS** the above offer and,

269. ☐ **REJECTS** said offer; or ☐ **COUNTEROFFERS** according to the above modifications initialed by SELLER.

270. Counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock ☐ (AM) EST

271. on \_\_\_\_\_ ☐ (PM) EST

272. Upon final acceptance, SELLER instructs the Escrow Agent to pay from SELLER'S escrow funds upon title transfer a

273. Brokerage Commission as follows: \_\_\_\_\_ or 4 %

274. of the Purchase Price to Russell Real Estate Services, 12190 Pearl Road Strongsville, Ohio 44136. In accordance

275. with the listing agreement, SELLER will also be charged an additional commission of \$265 if listed with Russell

276. Real Estate Services.

277. AND (Other Broker, if any) None to be paid as per Listing Agreement.

278. SELLER:  Email: \_\_\_\_\_

279. Print Name: Gilbert O Chambers Jr Phone: \_\_\_\_\_

280. SELLER:  Email: \_\_\_\_\_

281. Print Name: Amy M Chambers Address: \_\_\_\_\_

282. Date: \_\_\_\_\_ City/ST/ZC: \_\_\_\_\_

List Broker/Agent Information:

283. Russell Real Estate Services 0000387521  
Listing Real Estate Company (Company OH BRKR LIC #)

284. Kerry Laird 2006002222  
Listing Agent (Agent OH RE LIC #)

285. 419-602-1235  
Listing Agent Cell Phone#

286. kllaird44@gmail.com  
Listing Agent Email

287. 419-625-5555  
Listing Office Phone# (Office MLS #)

Selling Broker/Agent Name Information:

Russell Real Estate Services #0000387521  
Selling Real Estate Company (Company OH BRKR LIC #)

Kerry Laird 2006002222  
Selling Agent (Agent OH RE LIC #)

419-602-1235  
Selling Agent Phone#

kllaird44@gmail.com  
Selling Agent Email

419-625-5555  
Selling Office Phone# (Office MLS)



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 1215 Milan Road, Sandusky, OH 44870

Buyer(s): City of Sandusky

Seller(s): Gilbert O Chambers Jr and Amy M Chambers

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Kerry Laird and real estate brokerage Russell Real Estate Services will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

\_\_\_\_\_  
BUYER/TENANT DATE  
\_\_\_\_\_  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE  
\_\_\_\_\_  
SELLER/LANDLORD DATE

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100

☐ ☐☐ ☐

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Property: 1215 Milan Road, Sandusky, OH 44870

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

From: Russell Real Estate Services

**THIS IS TO GIVE NOTICE THAT** The Russell Realty Company, DBA: Russell Real Estate Services, its shareholders, the Russell Real Estate Services Agent(s) (as disclosed below) involved in this transaction and/or Real Estate Broker may have a business relationship with the following entities:

Newman Title Agency, Ltd. is a joint venture owned by Alliance Holding Company, LLC (50.1%), The Russell Realty Company (14.9%), Ronald N. Russell (10%) and many of the agents of Russell Real Estate Services (25%). Because of this relationship, this referral may provide a financial or other benefit to The Russell Realty Company and the Russell Real Estate Services Agent(s) in this transaction who are owner(s)/member(s) of said joint venture company as disclosed below.

The Managing Member of Newman Title Agency, Ltd. is Alliance Holding Company, LLC, a wholly owned subsidiary of Title Alliance Ltd. Newman Title Agency, Ltd. is an authorized agent for First American Title Insurance Company and Old Republic National Title Insurance Company. Set forth below are the estimated charges or range of charges by for the following settlement services listed:

Title Insurance Premium*	Title Examination Fee by County		Closing Fee per side by County (based on where the settlement occurs)	
As filed with the State of Ohio	Cuyahoga: \$ 325.00	Geauga: \$ 350.00	Cuyahoga: \$ 350.00	Geauga: \$ 350.00
	Portage: \$ 295.00	Lake: \$ 350.00	Portage: \$ 295.00	Lake: \$ 350.00
Title Commitment Fee: \$100.00	Summit: \$ 250.00	Lorain: \$ 325.00	Summit: \$ 250.00	Lorain: \$ 325.00
	Wayne: \$ 150.00	Medina: \$ 225.00	Wayne: \$ 150.00	Medina: \$ 250.00
	Sandusky: \$ 225.00	Erie: \$ 250.00	Sandusky: \$ 225.00	Erie: \$ 250.00
	Huron: \$ 225.00	Ashland: \$ 150.00	Huron: \$ 225.00	Ashland: \$ 150.00
	Ottawa: \$ 240.00	Mahoning: \$ 295.00	Ottawa: \$ 225.00	Mahoning \$ 295.00
		Stark \$ 250.00		Stark \$ 250.00

*\*May be less If prior title evidence is available.*

Russell Insurance and Investments, LLC, an Ohio Limited Liability Company owned by Ronald N. Russell (45%) and many of the agents of Russell Real Estate Services (45%) and up to (10%) owned by the licensed insurance agents of Russell Insurance and Investments, LLC. Because of this relationship, your engagement of Russell Insurance and Investment LLC to assist in placing an insurance policy may provide a financial or other benefit to The Russell Realty Company owners and those Agent(s) involved in this transaction who are owner(s)/member(s) of said limited liability company as disclosed below. **Policies for homes ranging from \$50,000 to \$500,000 typically are priced at approximately \$400 - \$2,000+ per year.**

### The Russell Realty Company DBA: Russell Real Estate Services Agent Disclosure Acknowledgement:

The following Russell Real Estate Services Listing Agent(s) None

has/have a financial interest in Newman Title Investors, Ltd. and Russell Insurance and Investments, LLC equal to or less than 5%.

The following Russell Real Estate Services Buyer Agent(s) None

has/have a financial interest in Newman Title Investors, Ltd. and Russell Insurance and Investments, LLC equal to or less than 5%.

You are **NOT** required to use and/or purchase any service/product from or through Russell Insurance and Investments, LLC or Newman Title Agency, Ltd. as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and the best price/rate for said products/services.** Please note that a lender is allowed, however, to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent lender's interest.

**ACKNOWLEDGEMENT:** I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services® and their Agent(s) are referring me/us to purchase the above described services from Russell Insurance and Investments, LLC and Newman Title Agency, Ltd. and Russell Real Estate Services, it owners, and the Agent(s) checked/disclosed above may receive income or other benefit as a result of the referral and our engagement of either company.

I/We, the undersigned, acknowledge that I/we have read, understand and received a copy of this disclosure form.

\_\_\_\_\_  
Seller Date

Gilbert O Chambers Jr

Print Name

\_\_\_\_\_  
Seller Date

Amy M Chambers

Print Name

\_\_\_\_\_  
Buyer Date

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

\_\_\_\_\_  
Buyer Date

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



## ADDENDUM WIRE FRAUD DISCLOSURE – PROTECT YOURSELF



**Property Address:** 1215 Milan Road, Sandusky, OH 44870

All parties to the real estate transaction should be aware of the increasing fraudulent activity occurring in the real estate industry. Russell Real Estate Services has put together the following addendum to warn its clients/customers of a wire fraud scheme that is happening in the Ohio Real Estate Market. Please read the following warning.

**PLEASE NOTE:**

**EFFECTIVE APRIL 6, 2017, BY OHIO LAW, A TITLE COMPANY OR CLOSING AGENT CAN ONLY ACCEPT A WIRE TRANSFER OF FUNDS FOR CLOSING IF THE TOTAL AMOUNT REQUIRED TO CLOSE EXCEEDS \$10,000.00.  
VERIFY WIRE INSTRUCTIONS WITH CLOSING AGENT BY TELEPHONE.**

**WARNING:**

**DO NOT SEND ACH OR DIRECT DEBITS - ONLY WIRES.**

**DO NOT AUTHORIZE YOUR BANK TO SEND ANY OTHER TYPE OF FUNDS.  
DO NOT ACCEPT NEW, REVISED OR ALTERED WIRE INSTRUCTIONS WITHOUT CALLING  
THE TITLE COMPANY YOU ARE WORKING WITH TO VERIFY THE REVISION.**

**WE HAVE BEEN ALERTED OF FRAUDULENT EMAIL MESSAGES  
CONTAINING INCORRECT WIRE INSTRUCTIONS.**

Additionally, it is important to carefully review the address that any e-mail was sent from to verify it is a valid email, and be suspicious especially if there are typos in the email addresses (a period where there was none before (hackerbad@email.com is changed to hacker.bad@email.com), a slight change in a number in an email address (hacker123@email.com is changed to hacker122@email.com) or poor grammar in the message.

All parties to the transaction should heed the above warnings. As a consumer, you are advised to carefully inquire with your lender and title/closing service provider as to their policies, procedures and safeguards against and to prevent wire fraud.

If you are working with Newman Title Agency, Ltd. It will rarely change their wiring instructions. If an email account is hacked, you may receive a message and it will strongly advise that funds be wired immediately to a different account to avoid any delays with the closing. The fraudulent email will often reference a prior email and wire amounts contained in the original email, so it *appears to be valid*. Usually it is asking for the funds to be directed to an account owned by an unrelated party to the transaction. If the email requires a sense of urgency for this wire to be sent, this should also be a red flag. Call Newman Title Agency, LTD. 800-245-8485 or your title/closing service provider immediately.

Newman Title Agency, Ltd. has several procedures in place when Newman Title Agency, Ltd. is requested to wire funds out as well. Newman Title Agency, Ltd. will always require wiring instructions to be in writing and the form also be notarized to permit them to wire seller's proceeds. In addition, Newman Title Agency, Ltd. will often reach out verbally to confirm wiring instructions, as Newman Title Agency, Ltd. wants to make sure that information provided to Newman Title Agency, Ltd. was not compromised in any manner.

Newman Title Agency Ltd. has an approval process in place in their wire department where it is verified that the seller's proceeds are being paid to the party that title to the property is vested in ONLY. If a trust or corporation is in title, the check or wire must be paid to the trust or corporation itself, not an individual person.

If you are not using Newman Title Agency, Ltd., it is important for you to follow the steps above to minimize your risk or any wire fraud taking place.

**ACKNOWLEDGEMENT:** Russell Real Estate Services is providing this Addendum to make you aware of the increase in wire fraud and proactive steps to attempt to prevent wire fraud to ensure a smooth transaction and help protect one of the most important investments in your life. Russell Real Estate Services its agents and employees are not responsible for any funds that are wired to a false account by any client/customer in a Real Estate transaction and you hereby release Russell Real Estate Services, it's agents and employees from any and all liability in regard to any occurrence of or the potential occurrence of a wire fraud.

We hereby state that we have read, understand and acknowledge receipt of this addendum.

**SELLER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_  
Signature Date Signature Date

Gilbert O Chambers Jr  
Print Name

Print Name

**SELLER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_  
Signature Date Signature Date

Amy M Chambers  
Print Name

Print Name



## RUSSELL REAL ESTATE SERVICES HMS SERVICE AGREEMENT DISCLOSURE



**Property:** 1215 Milan Road, Sandusky, OH 44870 **Date:** \_\_\_\_\_

As a convenience and service to our clients, customers and individuals who are involved in a real estate transaction with The Russell Realty Company, DBA; Russell Real Estate Services, we have entered into a Service Agreement with HMS Home Warranty/HMS National, Inc. (HMS). This relationship is provided to offer a source of service related to a real estate transaction from a respected provider of their service.

Russell Real Estate Services does not own or have an equity ownership interest in HMS National, Inc. (HMS), the service provider below. However, because of our Service Agreement, our advertisement of the listed service provider may provide a financial or other benefit to The Russell Realty Company, its' shareholders, and or Real Estate Broker.



**HMS Home Warranty/HMS National, Inc. (HMS)** is a provider of limited home warranties and has a business relationship with The Russell Realty Company under the terms of a Service Agreement. HMS may provide a financial or other benefit to The Russell Realty Company under the terms of this Service Agreement. Premiums for a one year limited home warranty range start at \$489 for basic coverage and increase depending on equipment and systems in the structure and options selected. The existence of this Service Agreement does not increase the cost of the limited home warranty to the public.

You are **NOT** required to use and/or purchase any service/product from or through HMS National, Inc. (HMS) as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and at the best price/rate for said products/services.**

**Acknowledgement: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services has a Service Agreement with HMS National, Inc. (HMS) to advertise the products and services of the company. I/We, the undersigned, acknowledge that I/we have: read, understand and received a copy of this disclosure form.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Gilbert O Chambers Jr

Print Name

Seller \_\_\_\_\_ Date \_\_\_\_\_

Amy M Chambers

Print Name

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Print Name

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Print Name



## WALK-THROUGH ADDENDUM



1 This is an Addendum to the Purchase Agreement dated: \_\_\_\_\_ for the "Property"  
2 located at: 1215 Milan Road, Sandusky, OH 44870 between  
3 "Buyer(s)": City of Sandusky and  
4 "Seller(s)": Gilbert O and Amy M Chambers.

5 The parties hereby agree as follows:

6 BUYER will be given the opportunity to walk through the Property on or about Two day(s) prior to the  
7 date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition,  
8 absent of normal wear and tear, that it was at the time of the execution of the Purchase Agreement. Buyer(s)  
9 acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any  
10 condition of the Property that was in existence at the time of Buyer(s) or Buyer's inspection of the Property,  
11 except for any repairs or corrections made by the Seller(s) which were agreed to by Buyer(s) and Seller(s).  
12 Failure of BUYER to complete this Walk-Through inspection deems acceptance of the property.

13 Buyer(s) acknowledges and agrees to accept the Property in its "as is" condition at the time of the walk-  
14 through inspection, including all defects that were in existence at the time of Buyer's viewing or inspection  
15 of the Property.

16 In the event that the walk-through evidences a material adverse change in the condition of the Property,  
17 then BUYER shall promptly notify SELLER and escrow officer in writing. Thereafter, BUYER and SELLER  
18 shall mutually agree in writing upon: A) an amount to be held in escrow from SELLER's proceeds pending  
19 correction of the material adverse change; B) to have Seller(s) at Seller(s) expense, correct the problem  
20 (material adverse change); C) an amount to be credited to the BUYER through escrow at the time of title  
21 transfer, or D) Buyer(s) shall remove the Walk Through contingency by signing the Removal of Walk  
22 Through Contingency below.

23 Property shall be in broom clean condition and free of all personal property and debris at time of possession.

24 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
25 \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
26 BUYER: \_\_\_\_\_ SELLER: \_\_\_\_\_  
27 \_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

### 28 Removal of Walk Through Contingency

29 The undersigned Buyer(s) hereby waives and removes the Walk-Through Contingency in the above  
30 referenced purchase agreement.

31 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_

32 BUYER: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

## RESIDENTIAL PROPERTY DISCLOSURE FORM

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

### OWNER INSTRUCTIONS

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  
Owner's Initials

*Amc*  
*See*

Date *5-28-18*  
Date *5-28-18*

Purchaser's Initials  
Purchaser's Initials

Date \_\_\_\_\_  
Date \_\_\_\_\_



2013

STATE OF OHIO DEPARTMENT  
OF COMMERCE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

## TO BE COMPLETED BY OWNER (Please Print)

Property Address:

1215 Milan Road, Sandusky, OH 44870

Owners Name(s):

Gilbert O Chambers Jr and Amy M Chambers

Date: 5-28-18

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date:

If owner is not occupying the property, since what date: 6-27-11

## THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

## A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

☒ Public Water Service☐ Holding Tank☐ Unknown☐ Private Water Service☐ Cistern☐ Other☐ Private Well☐ Spring☐ Shared Well☐ PondDo you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☐ Yes  
No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) ☒ Yes ☐ No

## B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

☒ Public Sewer☐ Private Sewer☐ Septic Tank☐ Leach Field☐ Aeration Tank☐ Filtration Bed☐ Unknown☐ Other

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed:Owner's Initials Amc Date 5-28-18  
Owner's Initials GC Date 5-28-18Purchaser's Initials  Date   
Purchaser's Initials  Date

Property Address 1215 Milan Road, Sandusky, OH 44870

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector? ☐ Yes ☒ No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of **any previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of **any previous or current** fire or smoke damage to the property? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of **any previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of **any previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials AMC Date 5-28-18  
Owner's Initials GE Date 5-28-18

Purchaser's Initials  Date \_\_\_\_\_  
Purchaser's Initials  Date \_\_\_\_\_

Property Address 1215 Milan Road, Sandusky, OH 44870

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property? ☐ Yes ☒ No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes  
☐

No  
☒

Unknown  
☐

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? ☐ Yes ☒ No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No

If "Yes", please describe (amount): \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

1) Boundary Agreement

☐

No

☒

4) Shared Driveway

Yes

☐

No

☒

2) Boundary Dispute

☐

☒

5) Party Walls

3) Recent Boundary Change

☐

☒

6) Encroachments From or on Adjacent Property

☐

☒

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

NONE

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials AME Date 5-28-18  
Owner's Initials GW Date 5-28-18

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

### **CERTIFICATION OF OWNER**

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:



OWNER:



### **RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

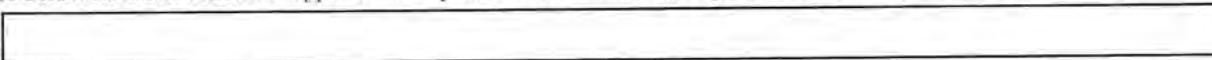
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

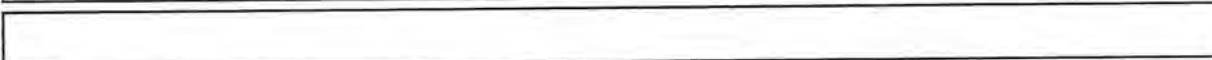
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:



PURCHASER:





# LEAD-BASED PAINT DISCLOSURE STATEMENT (PURCHASE)



Property Address: 1215 Milan Road, Sandusky, OH 44870

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

	5-28-18		
Seller	Date	Purchaser	Date
	5-28-18		
Seller	Date	Purchaser	Date
	5/28/18		
Agent	Date	Agent	Date