



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
AUGUST 13, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, W. Poole, N. Lloyd, D. Murray, D. Brady, N. Twine & G. Lockhart
APPROVAL OF MINUTES	July 23, 2018
PRESENTATION	H. John Hildebrandt, Erie County Historical Society History of Sandusky, Ohio
PROCLAMATION	Drive Sober Campaign
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Amanda McClain, Housing Manager

ACQUISITION OF FIVE PARCELS THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$505 to pay for the title exams and transfer fees. The city will not collect the \$1,853.97 owed to the city in special assessments, nor will the taxing districts collect the \$12,501.09 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once begin collecting real estate taxes of approximately \$3,188.84 per year.

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

B. Submitted by Amanda McClain, Housing Manager

PURCHASE & SALE AGREEMENT THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title search, closing costs, deed preparation and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately \$205.86 per year in real estate taxes, which will increase after the structure is built.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #59-00466.000 located at 936 West Market Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Amanda McClain, Housing Manager

PURCHASE & SALE AGREEMENTS THROUGH LAND REUTILIZATION – MOW TO OWN PROGRAM

Budgetary Information: The cost associated with these purchase agreements is the total amount of the lot split, title examination, recording and transfer fees and survey and deed preparation. Any such costs shall be recouped by the city from the nonrefundable earnest money deposits required to be paid by the purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$191.11 per year.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel #56-00684.000, located at 615 Meigs Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase and sale agreements with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Aaron Klein, Public Works Director

GRANT APPLICATION RATIFICATION TO NATIONAL RECREATION & PARKS ASSOCIATION (NRPA) FOR JAYCEE PARK GREEN INFRASTRUCTURE

Budgetary Information: There is no cost to complete and submit the application. The total project budget in the capital improvement plan is \$575,000 including planning with a total grant request for green infrastructure of \$300,000. The additional \$275,000 would be paid with capital funds dedicated for park infrastructure or sewer funds.

RESOLUTION NO. _____: It is requested a resolution be passed approving and ratifying the submission of a grant application to the National Recreation & Park Association for financial assistance through the Great Urban Parks Campaign: Green Infrastructure in Underserved Communities program for improvements to Jaycee Park; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Debi Eversole, Housing Development Specialist

BEAUTIFICATION GRANT AGREEMENT WITH CONOR & BRANDY WHELAN

Budgetary Information: The city will be responsible for providing up to \$12,500 in grant proceeds from the Neighborhood Initiative Fund on a reimbursable basis at the completion of the project.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and approving a grant in the amount of \$12,500 through the Housing Development & Beautification grant program to Conor and Brandy Whelan in relation to the property located at 906 Central Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

CHANGE ORDER #2 WITH ED BURDUE & CO. FOR FORMER AMERICAN CRAYON PROPERTY

Budgetary Information: The total cost of all items included in this change order is \$19,846. The funds will be expensed from the EMS account.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second change order for work to be performed by Ed Burdue & Co., of Sandusky, Ohio, for the demolition and asbestos abatement of the former American Crayon facility project in the amount of \$19,846; 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 LEAF COLLECTION EQUIPMENT

Budgetary Information: The total cost of the John Deere 25 cubic yard leaf collector is \$52,552.95 and will be paid with sewer 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 John Deere 25 cubic yard leaf collector from A.R.M. OPCO, Inc., dba The American Road Machinery Company of Canton, 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 Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF EQUIPMENT FOR SEWER MAINTENANCE DIVISION AND WASTE WATER TREATMENT PLANT

Budgetary Information: The total cost of the purchase of the John Deere 324K four-wheel drive loader is \$95,159.55 and will be paid with sewer 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 declaring a 1991 John Deere backhoe as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase a 2018 John Deere 324K four-wheel drive loader from Murphy Tractor & Equipment Co., of Brunswick, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PURCHASE OF MANHOLE AND VALVE BOX LEVELING SYSTEM

Budgetary Information: The purchase of this piece of equipment and support materials shall not exceed \$23,998.85 and shall be paid with available water funds in the current 2018 operation and maintenance budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager and/or Finance Director to expend funds for the purchase of a Mr. Manhole gold series six shooter manhole leveling system and accessories from Critex, LLC, of Delphos, Ohio, in the amount of \$23,998.85; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 - Submitted by Stuart Hamilton, IT Manager

NEW CITY HALL AUDIO/VIDEO EQUIPMENT PURCHASE

Budgetary Information: The cost of the project is \$110,245. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of ten percent (\$11,024) has been budgeted for this project. No additional funds will be expended unless approved by the City Commission. The project will be expenses from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for the purchase and installation of audio and video equipment from Torrence Sound Equipment Company of Perrysburg, Ohio, through the State of Ohio Department of Administrative Services cooperative purchase program for the City Hall audio/video project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 - Submitted by Jeff Keefe, Project Engineer

PAYMENT TO SANDUSKY CITY SCHOOLS FOR ARTHUR STREET BUS ACCESS DRIVE

Budgetary Information: The city will make payments to the school up to a maximum of \$75,000 through a normal invoicing process. Payment will be made using capital projects funds in the amount of \$65,000 and Issue 8 infrastructure funds from the capital projects fund in the amount of \$10,000 have been allocated in the capital improvement plan.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to the Sandusky City School District in the amount of \$75,000 for improvements to the Arthur Street right-of-way for a bus access drive at Ontario School; 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, August 13 at 8:30 p.m.

Tuesday, August 14 at 5 p.m.

Monday, August 27 at 8:30 p.m.

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



The 10 Most Significant Events in the History of Sandusky, Ohio

H. John Hildebrandt
Erie County Historical Society
July 4, 2018

Caveats:

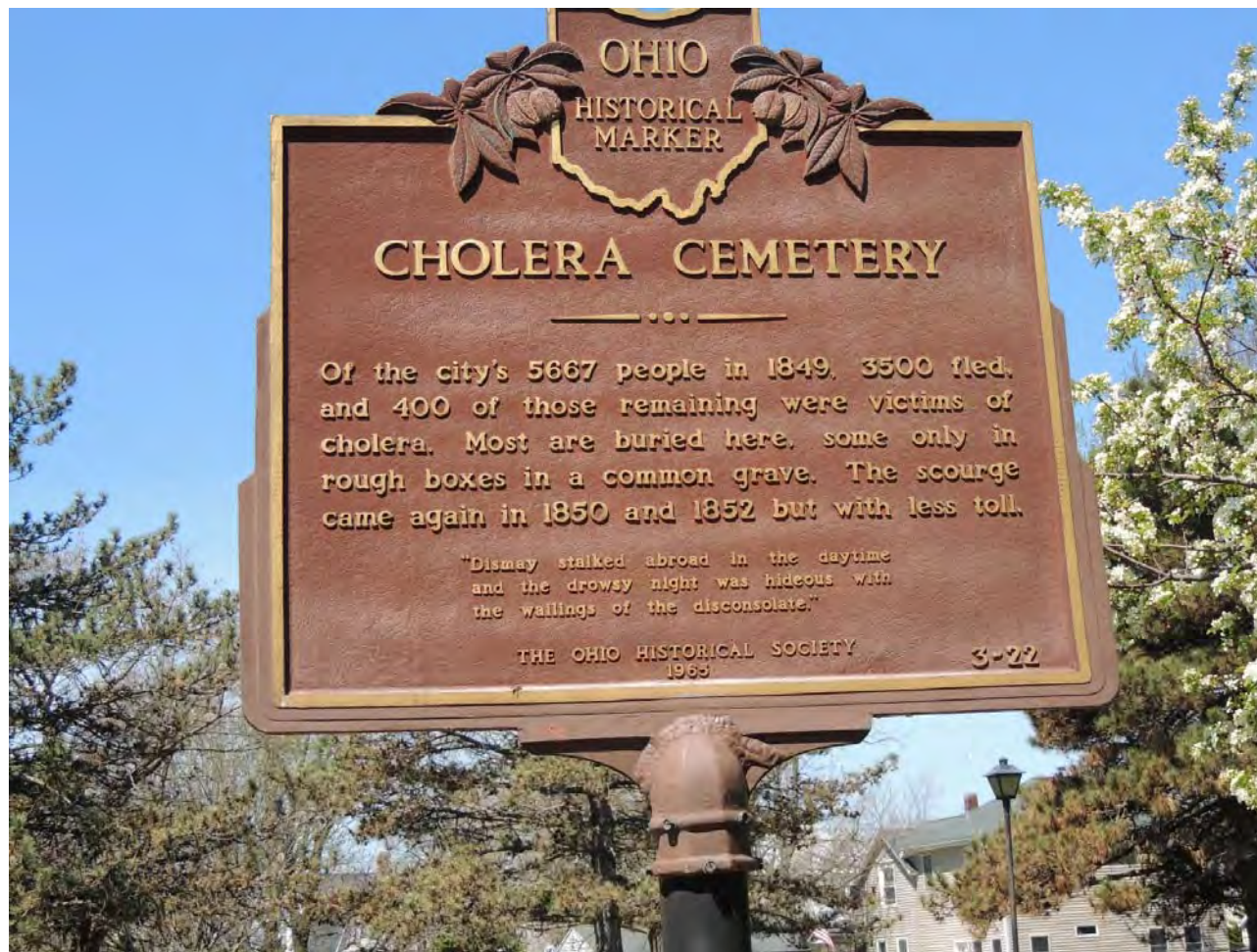
- List is arbitrary and subjective
- Roughly chronological but some overlap
- “Events” is broadly defined
- The 10 events are not compared or rated—there is no #1 (that is a subject for a future presentation)



1

The Cholera Epidemics: 1849, 1850, 1852





OHIO
HISTORICAL
MARKER

CHOLERA CEMETERY

Of the city's 5667 people in 1849, 3500 fled, and 400 of those remaining were victims of cholera. Most are buried here, some only in rough boxes in a common grave. The scourge came again in 1850 and 1852 but with less toll.

"Dismay stalked abroad in the daytime
and the drowsy night was hideous with
the wailings of the disconsolate."

THE OHIO HISTORICAL SOCIETY
1963

3-22

2

1838 - Erie County Created From Huron County,
Sandusky Named County Seat



Competition was fierce between Huron and Sandusky. Huron was the early favorite, but commissioners chose Sandusky following a severe lake storm which flooded parts of Huron while Sandusky Bay provided safe anchorage for several vessels.

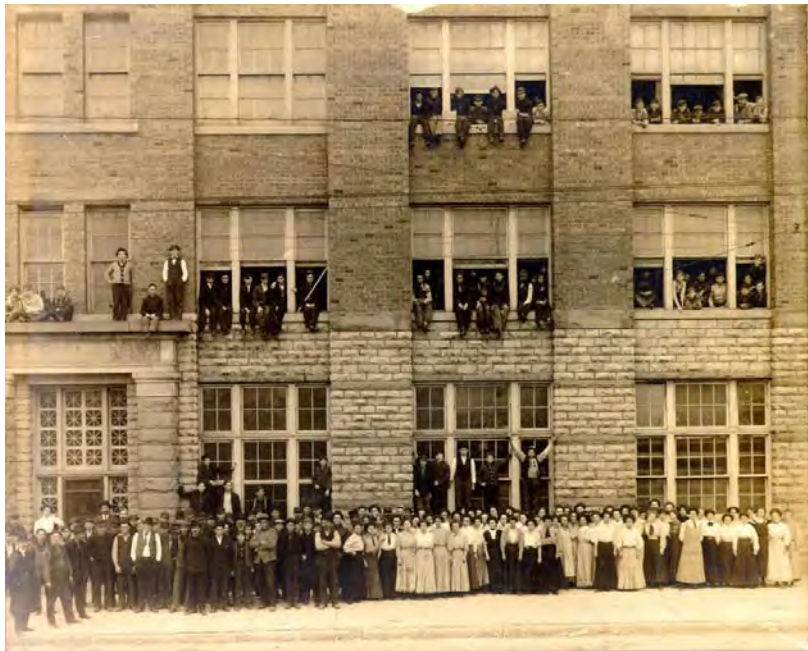
3 1899 – George Boeckling Gains
Control of Cedar Point; Hotel
Breakers, Coliseum, Electric
Midway Follow



4

1890 – 1970 Era of the Big Box Manufacturer

- Hinde & Dauch, Scott Paper, American Crayon, New Departure Hyatt (GM), Ford, Chrysler



5

1924 Tornado Devastates Sandusky



6
1960 George Roose and Emil Legros
Announce Plans to Invest 16M in Cedar
Point, Create Disneyland of the Midwest



7

1977 - Sandusky Mall Opens, US 250 Development Takes Off; (Road Widening and Sewers Make It Possible); Downtown Sandusky Loses Its Retail Mojo



8 2000 - Firelands Acquires Providence, Three Hospitals are Now One



9

2005 Kalahari Opens, Indoor Waterparks Create Second Season



10

2014 - Sandusky Residents Pass Income and Admission Tax Increases, Partner With Cedar Fair, BGSU, Others in Downtown Development



Contenders

1888 – Ohio Veterans Home Opens



1919 – 1931 Prohibition Comes to Sandusky



1967 – Firelands College BGSU Opens

1937 Mosley Channel Opens, Allowing Continued Development of Sandusky as Coal Port



1957 – Sandusky Plaza Opens



Thank You!

Sandusky Library Archival Research Center

Sandusky History Blogspot

PROCLAMATION

WHEREAS, from August 17 through September 3, law enforcement nationwide will be joining the National Highway Traffic Safety Administration in the high visibility *Drive Sober or Get Pulled Over* crackdown campaign; and

WHEREAS, the crackdown will include high-visibility enforcement throughout Sandusky, and will run from August 17 through September 3, 2018; and

WHEREAS, officers in the Sandusky Police Department will be aggressively looking for drunk drivers during the crackdown and will arrest anyone caught driving drunk; and

WHEREAS, although it is illegal in all 50 states, the District of Columbia and Puerto Rico to drive drunk (having a blood alcohol concentration of .08 or higher), far too many people across the nation get behind the wheel after consuming too much alcohol; and

WHEREAS, every year, more than one third (38%) of all motor vehicle traffic deaths involve drivers who were drunk and holidays such as Labor Day are particularly dangerous; and

WHEREAS, drunk driving takes a particularly heavy toll among young drivers; and

WHEREAS, research has shown that high-visibility enforcement like the 'Drive Sober or Get Pulled Over' campaign reduces drunk driving fatalities by as much as 20 percent and by joining this nationwide effort, Sandusky's roadways will be made safer for everyone throughout the Labor Day period; and

WHEREAS, the Sandusky Police Department wants to remind everyone that getting behind the wheel drunk is a terrible idea as it impairs your ability to operate a vehicle safely, impairs your judgment and good sense about whether you can, or should drive; and

WHEREAS, being arrested for driving drunk brings a wide range of negative consequences into one's life such as jail time, loss of driver licenses, and steep financial consequences such as higher insurance rates, attorney fees, court costs, lost time at work and the potential loss of one's job along with tremendous personal embarrassment; and

WHEREAS, driving drunk is simply not worth the risk;

NOW THEREFORE I, Dennis E. Murray, Jr., President of the Sandusky City Commission, do hereby proclaim and announce August 17, 2018 through September 3, 2018 as

“Drive Sober or Get Pulled Over 2018 Crackdown Weeks”

in the City of Sandusky, and urge all citizens to Drive Sober or Get Pulled Over while traveling on our roadways.

Dated this 13th day of August, 2018.

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



COMMUNITY DEVELOPMENT

Division of Code Enforcement

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

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: July 24, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval to accept five (5) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

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

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

The five (5) parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by a quorum of the Land Bank Committee on July 16, 2018.

Four (4) parcels have vacant structures on them. The structure located at 606 Pearl Street is a two story, single family residence with a lot size of 44' X 97'. It has 1,624 sq. ft. of living space with four (4) bedrooms and one (1) bathroom. The structure located at 1126 E. Parish Street is

located in the Sunnyside Acquisition Zone and is a one story, single family, residential structure with a lot size of 40' X 126'. It has four (4) bedrooms and two (2) bathrooms. The structure located at 1242 Pierce Street is located in the Southside Acquisition Zone and is a one story, single family residential structure with a lot size of 60' X 175'. It has 960 sq. ft. of living space with three (3) bedrooms and one (1) bathroom. It is located next to a vacant lot on Pierce Street that is also being requested for acquisition. Upon acquisition the structures will be evaluated for rehabilitation.

The structure located at 530 Clinton Street is a 2,442 sq. ft., two family residential structure with a lot size of 40' X 126'. It has six (6) bedrooms and two (2) bathrooms. The structure is currently condemned and upon acquisition, it will be demolished.

One (1) parcel is a vacant lot located on Pierce Street that is zoned multi-family residential (RMF) with a lot size of 69' X 175' will be marketed for future development. It is in delinquent tax foreclosure. It is located next to 1242 Pierce Street which is also being requested for acquisition as described above.

The Land Bank Committee has determined that the acquisition of the five (5) parcels is necessary to protect, improve, and preserve the stability of the neighborhood they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately five hundred and five dollars (\$505.00) to pay for the title exams and transfer fees. The City will not collect the one thousand eight hundred fifty three dollars and ninety seven cents (\$1,853.97) owed to the City in special assessments, nor will the taxing districts collect the twelve thousand five hundred one dollars and nine cents (\$12,501.09) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately three thousand one hundred eighty eight dollars and eight four cents (\$3,188.84) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire five (5) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County Prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

RESOLUTION NO. _____

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

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

WHEREAS, it is requested that the City accept five (5) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, upon City Commission approval, three (3) parcels with vacant structures located at 606 Pearl Street, 1126 E. Parish Street, and 1242 Pierce Street will be evaluated for rehabilitation and one (1) parcel with a vacant structure located at 530 Clinton Street will be demolished; and

WHEREAS, upon City Commission approval, one (1) vacant parcel located on Pierce Street will be marketed for future development; and

WHEREAS, these five (5) parcels of land requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts by the Land Bank Committee on July 16, 2018, and any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

WHEREAS, the cost for these acquisitions will be approximately \$505.00, for the cost of title exams and transfer fees and will be recouped by the City upon sale of the properties; and

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

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

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program five (5) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its 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: August 13, 2018

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
59-01196.000 Proposed Use: 2017CV0611	606 Pearl	Gloria & Dequarius Lewis	2,460.77	291.71	244.71	2,997.19	584.52
This is a two-story, single-family residential structure with a lot size of 44' X 97'. It has 1,624 sq. ft. of living space with four bedrooms and one and a half bathrooms. Upon acquisition it will be evaluated for rehabilitation.							
59-01187.000 Proposed Use: 2016CV0498	530 Clinton	Randy Yanushewski	2,527.98	0.00	434.91	2,962.89	1,051.16
This is a two-story, two-family residential structure with a lot size of 44' X 71'. It has 2,442sq. ft. of living space with six bedrooms and two bathrooms. It is condemned and vacant. Upon acquisition it will be demolished.							
57-03996.000 Proposed Use:	1126 E. Parish	Willie L. Roberts	2,118.20	346.92	364.29	2,829.41	881.84
This is a one-story, single-family residential structure with a lot size of 40' X 126'. It has 1,592 sq. ft. of living space with four bedrooms and two bathrooms. It is located in the Sunnyside Acquisition Zone. Upon acquisition it will be evaluated for rehabilitation.							
58-00440.000 Proposed Use: 2017CV0039	1242 Pierce	Robert L. Collins	1,572.28	389.48	94.57	2,056.33	492.14
This is a one-story, single-family residential structure with a lot size of 60' X 175'. It has 960 sq. ft. of living space with three bedrooms and one bathroom. It is located in the Southside Acquisitioin Zone. Upon acquisition it will be evaluated for rehabilitation.							
58-00439.000 Proposed Use:	0 Pierce	Kenneth McCarty	686.61	825.86	142.80	1,655.27	179.18
This is a vacant lot in an area of the City zoned multi-family residential with a lot size of 69' X 175'. It adjoins 1242 Pierce listed above and is also located in the Southside Acquisition Zone.							
TOTAL:			9,365.84	1,853.97	1,281.28	12,501.09	3,188.84



COMMUNITY DEVELOPMENT

Division of Code Enforcement

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

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: July 24, 2018

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 936 W. Market Street and further identified by the Auditor as Erie County Parcel No. 59-00466.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on November 13, 2012 pursuant to Resolution 031-12R and received a Sheriffs Deed on April 5, 2013, through foreclosure for delinquent real estate taxes. Gary Neill has requested acquisition of this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on July 16, 2018.

A condemned residential structure was demolished on this parcel leaving a buildable lot size of approximately 60' x 99'. Mr. Neill will construct a single family residential structure on the parcel that will be owner occupied. Mr. Neill will be utilizing the same exterior design and floor plan as the recently constructed residence at 506 Meigs Street that was built by Habitat for Humanity.

The property will be sold for three thousand seven hundred and fifty dollars (\$3,750.00), which is the fair market value that was determined by a market analysis performed by realtor John Bauer.

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

BUDGET IMPACT: The cost associated with this purchase & sale agreement is the total amount of the title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the sale. The taxing districts will begin collecting approximately two hundred eighty five dollars and eighty six cents (\$205.86) per year in real estate taxes, which will increase after the structure is built.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Gary Neill to sell the property no longer needed for any municipal purpose located at 936 W. Market Street, and further identified by the Auditor as Erie County Parcel No. 59-00466.000 for a purchase price of three thousand seven hundred and fifty dollars (\$3,750.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00466.000, LOCATED AT 936 W. MARKET STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 936 W. Market Street, Parcel No. 59-00466.000 by Resolution No. 031-12R, passed on November 13, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, a market analysis was performed on the property in which the estimated fair market value was determined to be \$3,750.00; and

WHEREAS, Gary Neill has requested to purchase this buildable vacant nonproductive land at the fair market value and plans to construct a single-family residential structure; and

WHEREAS, the Land Bank Committee met on July 16, 2018, and approved the acquisition and sale of this property to Gary Neill; and

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

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

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

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

THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00466.000, located at 936 W. Market Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

law.

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

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

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

Passed: August 13, 2018

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio hereinafter referred to as the "Seller" and Gary Neill, 232 Jackson St., Apt. 301, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at 926 W. Market Street, Sandusky, Ohio, and identified as Erie County Parcel No. 59-00466.000, and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 936 W. Market Street, Sandusky, Ohio, shall be three thousand seven hundred and fifty dollars (\$3,750.00), which is not less than the fair market value.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional

months may be granted by the Land Bank Committee upon written request from the Purchaser.

5. The closing date of this transaction shall be no later than September 13, 2018 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

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

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

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

- 1) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
- 2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
- 3) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
- 4) The cost of transfer and recording of the deed shall be paid by Purchaser.

- 5) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
- 6) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.

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

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

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before September 13, 2018, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

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

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

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

SIGNATURE PAGES TO FOLLOW

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

NOTARY PUBLIC

PURCHASER:

Gary W. Neill

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Gary W. Neill and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger
Ohio Supreme Court #0075112
Assistant Law Director
City of Sandusky

EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio: Known as being the west one-third (1/3) of Lot Number Ten (10) and the north one-half (1/2) of the west one-third (1/3) of Lot Number Twelve (12) McDonough Street.

Property Address: 936 Market St., Sandusky, OH 44870
Tax ID No.: 59-00466.000

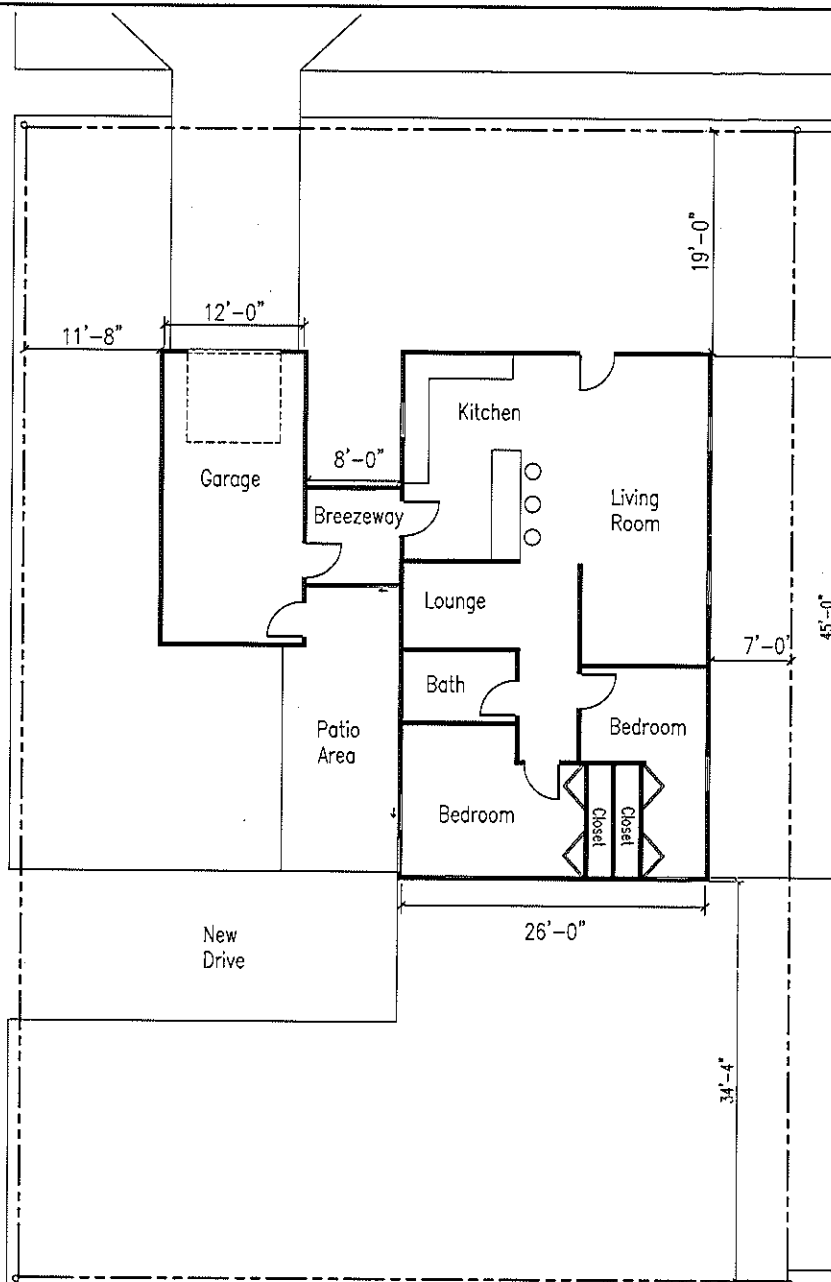
Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	1.00
Date	4/5/13
By:	<i>Richard H. Jeffrey</i>

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

[Signature]
Erie County Engineer

4/5/13

McDonough St



APPROVED BY THE PLANNING
AND ZONING DEPARTMENT
CITY OF SANDUSKY, OHIO

DATE 4/11/18
ON

FEICK DESIGN GROUP, INC.
JOHN A. FEICK, ARCHITECT
224 EAST WATER STREET
SANDUSKY, OHIO
(419) 526-2554

DATE	REVISIONS

SITE PLAN

GARY W. NEIL

936 W. MARKET ST. SANDUSKY, OHIO

DATE MAY 23RD, 2018
DRAWN BY
CHECKED BY
SHEET NUMBER
A-1
1 OF 1
PROJECT NO. 18-060



COMMUNITY DEVELOPMENT

Division of Code Enforcement

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

TO: Eric Wobser, City Manager

FROM: Amanda McClain, Housing Manager

DATE: July 26, 2018

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose located at 615 Meigs Street and further identified as Erie County Parcel No. 56-00684.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff's sale. The City Commission approved acquisition of this parcel by Resolution No. 021-17R, passed on April 10, 2017. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between two (2) existing property owners shall be offered half each to the adjoining property owners. Tammy Ward, the adjoining property owner to the north at 613 Meigs Street, and Dean and Susan Blatnik, the adjoining property owners to the south at 621 Meigs Street, have requested acquisition of this nonproductive land. The Land Bank Administrator has verified that they qualify pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale through the "Mow to Own" Side Lot Disposition Program on July 16, 2018.

BUDGET IMPACT: The cost associated with these purchase agreements is the total amount of the lot split, title examination, recording and transfer fees, and survey and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by the Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred ninety one dollars and eleven cents (\$191.11) per year.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to enter into purchase agreements for the sale of non-productive property no longer needed for any municipal purpose located at 615 Meigs Street, Sandusky, Ohio, Erie County Parcel No. 56-00684.000 to the adjoining property owners Dean and Susan Blatnik and Tammy Ward. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the purchase and sale agreement in a timely manner to ensure maintenance of the lot.

Amanda J. McClain, Housing Manager

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 56-00684.000, LOCATED AT 615 MEIGS STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AND SALE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 615 Meigs Street, Parcel No. 56-00684.000 by Resolution No. 021-17R, passed on April 10, 2017, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Tammy Ward, desires to purchase the north one-half (1/2) of Parcel No. 56-00684.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owners, Dean and Susan Blatnik, desire to purchase the south one-half (1/2) of Parcel No. 56-00684.000, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the cost associated with these purchase and sale agreements is the total cost of the lot split, transfer fees, survey, deed preparation and any other customary fees that may be due and payable in the ordinary course of the purchase and sale transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposits required to be paid by the Purchasers; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the purchase and sale agreement in a timely manner to ensure maintenance of the lot; and

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

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 56-00684.000, located at 615 Meigs Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase and Sale Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B" and "D", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase and Sale Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

thereof.

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

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

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

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

Passed: August 13, 2018

Situated in the City of Sandusky, County of Erie and State of Ohio: The southerly one-half (1/2) of Lot Number Twenty-Two (22) on Meigs Street in the City of Sandusky, Erie County Ohio.

Property Address: 615 Meigs St., Sandusky, OH 44870

Tax ID No.: 56-00684.000

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

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Tammy Ward, 4306 Lisbon Circle, Bellevue, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the north one-half of an unimproved parcel of real property located 615 Meigs Street, Erie County Parcel Number 56-00684.000, Sandusky, Ohio, more fully described in the survey and legal description marked Exhibit "A" and attached hereto, which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 613 Meigs, Erie County Parcel Number 56-00616.000.

2. The total purchase price for the Property is three thousand and four hundred dollars (\$3,400.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of three hundred sixty five dollars and seventy five cents (\$365.75) in cash, certified check or cashier's check made payable to Seller. The remaining balance of three thousand thirty four dollars and twenty five cents (\$3,034.25) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchaser' adjoining building lot in order to form one parcel of real property.

b) Site improvements shall be prohibited until the parcel is combined with Purchaser' adjoining building lot.

4. The City of Sandusky makes no representations that it will either be in support of or opposed to any proposed site improvements. Site Improvements shall adhere to the following requirements:

a) No excavation or site improvements shall be started, or no buildings or structures erected, altered, or moved until zoning clearance and a building permit have been applied for and approved by the Division of Planning and the Division of Building in accordance with Section 1109.03(a) of the Codified Ordinances of the City of Sandusky.

b) All parking areas and access driveways shall be a paved surface unless otherwise approved by the Planning Commission in accordance with Section 1149.09(a) of the Codified Ordinances of the City of Sandusky.

c) If a variance or waiver is required in order to construct any proposed site improvements, it shall be the responsibility of the Purchaser to apply to the appropriate board for such variance and/or waiver.

5. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

6. Seller shall not furnish a title insurance policy.

7. The closing date shall be August 31, 2020, or at such other time as may be mutually agreed upon, in writing, by the parties.

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

9. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

10. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

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

12. In the event that the Purchaser breach this Agreement by not closing this transaction on or before August 31, 2020, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

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

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

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

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

Tammy Ward

State of Ohio)

)

ss:

County of Erie)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Tammy Ward and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:
CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger
Ohio Supreme Court #0075112
Acting Law Director
City of Sandusky

EXHIBIT A

Survey and property description are in progress and will be attached as Exhibit A upon completion.

DRAFT

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2018, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Dean and Susan Blatnik, 2705 Lynn Drive, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the south one-half of an unimproved parcel of real property located 615 Meigs Street, Erie County Parcel Number 56-00684.000, Sandusky, Ohio, more fully described in the survey and legal description marked Exhibit "A" and attached hereto, which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 621 Meigs Street, Erie County Parcel Number 56-00958.000.

2. The total purchase price for the Property is three thousand and four hundred dollars (\$3,400.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of three hundred sixty five dollars and seventy five cents (\$365.75) in cash, certified check or cashier's check made payable to Seller. The remaining balance of three thousand thirty four dollars and twenty five cents (\$3,034.25) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition

Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.

b) Site improvements shall be prohibited until the parcel is combined with Purchasers' adjoining building lot.

4. The City of Sandusky makes no representations that it will either be in support of or opposed to any proposed site improvements. Site Improvements shall adhere to the following requirements:

a) No excavation or site improvements shall be started, or no buildings or structures erected, altered, or moved until zoning clearance and a building permit have been applied for and approved by the Division of Planning and the Division of Building in accordance with Section 1109.03(a) of the Codified Ordinances of the City of Sandusky.

b) All parking areas and access driveways shall be a paved surface unless otherwise approved by the Planning Commission in accordance with Section 1149.09(a) of the Codified Ordinances of the City of Sandusky.

c) If a variance or waiver is required in order to construct any proposed site improvements, it shall be the responsibility of the Purchasers to apply to the appropriate board for such variance and/or waiver.

5. At closing, Seller shall execute and deliver to Purchasers a quit claim deed conveying marketable record title to the Property to Purchasers free and clear of all liens, delinquent real estate taxes and special assessments. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.

6. Seller shall not furnish a title insurance policy.
7. The closing date shall be August 31, 2020, or at such other time as may be mutually agreed upon, in writing, by the parties.
8. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
9. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
10. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.
11. The Purchasers have examined the Property, have had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledge that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
12. In the event that the Purchasers breaches this Agreement by not closing this transaction on or before August 31, 2020, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASERS:

Dean Blatnik

Susan Blatnik

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Dean and Susan Blatnik and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:
CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

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

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

NOTARY PUBLIC

Approved as to Form:

Trevor M. Hayberger
Ohio Supreme Court #0075112
Acting Law Director
City of Sandusky

EXHIBIT A

Survey and property description are in progress and will be attached as Exhibit A upon completion.

DRAFT



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 1, 2018

Subject: **Commission Agenda Item – NRPA Grant Application for Jaycee Park Green Infrastructure**

ITEM FOR CONSIDERATION: A resolution approving and ratifying the submission of a grant application through the Great Urban Parks Campaign: Green Infrastructure in Underserved Communities program for \$300,000. The program is funded through the National Recreation and Park Association (NRPA).

BACKGROUND INFORMATION: In 2015, the Sandusky City Commission approved a contract with Strand & Associates, Inc. (Strand) to evaluate the General Plan, which was mandated by the state and federal Environmental Protection Agencies (EPA) to reduce combined sewer overflows. The evaluation performed by Strand was to investigate potential “green infrastructure” (GI) opportunities within the combined sewer areas of the city with a goal of reducing the overall cost of implementation of the General Plan. One important project identified in their evaluation was to redirect storm water flows into GI that would be located within Jaycee Park. In 2016 the City requested \$500,000 in grant monies for the Jaycee Park Green Infrastructure project, which was to be designed to complement a park master plan but was ultimately not awarded.

The NRPA has released information for another round of funding for the same grant, accepting applications ranging from \$150,000 to \$300,000 with no required match toward green infrastructure projects within parks. Since the Jaycee Park Master Plan is already scheduled for 2019 in the 5-Year Capital Improvement Plan (CIP), this grant application will fall in line perfectly with the NRPA grant’s implementation schedule for construction completion in 2020.

Applications were due August 3, 2018, but commission granted approval for submittal at the July 23 City Commission meeting with formal grant submission approval required at a future meeting. This grant is extremely competitive as NRPA intends to award only 10 - 12 projects nationwide (only 3 – 5 projects in previous round), with notification in October 2018. The City has decided it would be advantageous to apply for funding for the same project but has revised the conceptual scope and estimate to make the application more competitive.

BUDGETARY INFORMATION: There is no cost to complete and submit the application. The total project budget in the CIP is \$575,000, including planning, with a total grant request for Green Infrastructure of \$300,000. The additional \$275,000 would be paid with Capital Funds dedicated for park infrastructure or sewer funds.

ACTION REQUESTED: It is requested that City Commission approve the necessary legislation approving and ratifying the submission of a grant application to the National Recreation and Park Association through the Great Urban Parks Campaign: Green Infrastructure in Underserved Communities Program. It is further requested that the necessary legislation be approved in full accordance with Section 14 of the City Charter in order to ratify the submission of the grant application which was submitted to the NRPA by the August 3, 2018 deadline.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE NATIONAL RECREATION AND PARK ASSOCIATION (NRPA) FOR FINANCIAL ASSISTANCE THROUGH THE GREAT URBAN PARKS CAMPAIGN: GREEN INFRASTRUCTURE IN UNDERSERVED COMMUNITIES PROGRAM FOR IMPROVEMENTS TO JAYCEE PARK; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the purpose of the National Recreation and Park Association's Great Urban Parks Campaign is to demonstrate the effectiveness of green stormwater infrastructure to positively affect environmental and social change in underserved communities, and to empower residents to be actively engaged in projects that address community needs and meet local stormwater management goals and through the funding NRPA aims to create replicable model projects that provide strategies and lessons learned that advance the implementation of green stormwater infrastructure projects in parks as a resiliency strategy for communities across the country; and

WHEREAS, the City Commission approved an agreement for Professional Services with Strand Associates, Inc., of Cincinnati, Ohio, to perform a coarse-level green infrastructure evaluation of the City's General Plan for combined sewers by Ordinance No. 15-138, passed on September 28, 2015; and

WHEREAS, an important project identified in the evaluation was to redirect stormwater flows into green infrastructure at Jaycee Park; and

WHEREAS, this City Commission the submission of a grant application to the National Recreation and Park Association (NRPA) for financial assistance through the Great Urban Parks Campaign: Green Infrastructure In Underserved Communities Program for improvements to Jaycee Park by Resolution No. 025-16R, passed on May 9, 2016, but was not awarded any funds; and

WHEREAS, financial assistance is again being requested for the Jaycee Park Green Infrastructure Project in the amount of \$300,000.00, and if awarded, the grant's implementation schedule for construction completion in 2020 falls right in-line with the Jaycee Park Master Plan which is scheduled in the 5-year Capital Improvement Plan (CIP) for 2019; and

WHEREAS, the estimated cost of the Jaycee Park Green Infrastructure Project is \$575,000.00 of which \$300,000.00 will be paid with grant funds, if awarded, and the remaining balance of \$275,000.00 will be paid with Capital Funds dedicated for park infrastructure or Sewer 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 ratify the submission of the grant application which was submitted to the National Recreation and Park Association through the Great Urban Parks Campaign Grant Program by the deadline of August 3, 2018; and

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

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the National Recreation and Park Association for the Great Urban Parks Campaign: Green Infrastructure in Underserved Communities Grant Program for improvements to Jaycee Park and authorizes and directs the City Manager to execute any grant agreements and lawfully expend funds consistent with the application and agreement.

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

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

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

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

ATTEST:

KELLY KRESSER
CLERK OF THE CITY COMMISSION

Passed: August 13, 2018



COMMUNITY DEVELOPMENT

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

To: Eric L. Wobser, City Manager
From: Debi Eversole, Housing Development Specialist
Date: July 31, 2018
Subject: Commission Agenda Item – Grant Agreement between City of Sandusky and Conor and Brandy Whelan

Items for Consideration: Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and Conor and Brandy Whelan (“the Applicant”), for the purposes of furthering housing development efforts in the City.

Background Information: The Applicant owns 906 Central Avenue (“the Property”) and plans to have it substantially renovated. The Property is a two unit residential property that the Applicant has owned since 2003. In February of 2018, the Property was severely damaged due to frozen pipes that had burst which caused flooding throughout the entire property. Both units are unable to be rented in its current state. While most of the water damage repairs are covered through the homeowner’s insurance, there are several upgrades that will bring the home up to the City’s Building Code standards. The Property has a total of \$102,754.50 in estimated repairs - \$37,265.89 in upper unit and \$65,488.61 in the lower unit. According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$5,000 per unit for substantial redevelopment projects that cost in excess of \$20,000 per unit and up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$12,500. Grant proceeds will only cover out of pocket expenses that the Applicant incurs after all insurance claims are final. Should the out of pocket expenses total less than \$12,500; the grant award will be reduced accordingly.

The above grant is conditioned upon compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 11 of the Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City’s support.

Budgetary Information: The City will be responsible for providing up to \$12,500 in grant proceeds from the Neighborhood Initiative Fund on a reimbursable basis at the completion of the project.

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

I concur with this recommendation:

Eric L. Wobser
City Manager

Debi Eversole
Housing Development Specialist

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$12,500.00 THROUGH THE HOUSING DEVELOPMENT AND BEAUTIFICATION GRANT PROGRAM TO CONOR AND BRANDY WHELAN, IN RELATION TO THE PROPERTY LOCATED AT 906 CENTRAL AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Conor and Brandy Whelan are the owners of 906 Central Avenue which is a two (2) unit residential property that was severely damaged in February of 2018 from flooding caused by frozen pipes and while most of the water damage is covered through insurance, the owners plan to make several upgrades to be in compliance with the City's Building Code; and

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

WHEREAS, it is recommended to approve a grant to Conor and Brandy Whelan in the amount of \$12,500.00, in accordance with the Sandusky City Development Programs, to assist with the repair costs for the residential units for the purpose of furthering housing development efforts in the City; and

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

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Conor and Brandy Whelan for financial assistance through the Housing Development and Beautification Grant Program for the purpose of furthering housing development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or

additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Conor and Brandy Whelan in an amount **not to exceed** Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) from the Neighborhood Initiative Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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

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

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

Passed: August 13, 2018

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into as of the ____ day of _____, 201____ between the CITY OF SANDUSKY, OHIO (the “City”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and Conor and Brandy Whelan, (“the Applicant”).

WITNESSETH:

WHEREAS, The Applicant owns 906 Central Avenue (“the Property”) and plans to have it substantially renovated. The Property is a two unit residential property that the Applicant has owned since 2003. In February of 2018, the Property was severely damaged due to frozen pipes that had burst which caused flooding throughout the entire property. Both units are unable to be rented in its current state. While most of the water damage repairs are covered through the homeowner’s insurance, there are several upgrades that will bring the home up to the City’s Building Code standards. The Property has a total of \$102,754.50 in estimated repairs - \$37,265.89 in upper unit and \$65,488.61 in the lower unit. According to the Housing Development and Beautification Guidelines and Application, the Applicant is eligible for a grant in an amount of up to \$5,000 per unit for substantial redevelopment projects that cost in excess of \$20,000 per unit and up to \$7,500 per unit for substantial redevelopment projects that cost in excess of \$50,000 per unit. As such, in this case, the Applicant is eligible for a grant of up to \$12,500. Grant proceeds will only cover out of pocket expenses that the Applicant incurs after all insurance claims are final. Should the out of pocket expenses total less than \$12,500; the grant award will be reduced accordingly. The Applicant will oversee the complete renovation of the Property, specifically the two (2) residential units, herein after referred to as the “Project”; and

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

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

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

Section 1. City Grant.

The City agrees to grant up to \$12,500 to the Applicant (the “City Grant”) toward the costs of the Project, payable upon completion of the Project. The City Grant will be expensed from the Sandusky Neighborhood Initiative account (#431-4351-53000). Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning matters and other applicable codes and regulations of the City, including obtaining permits. The Applicant is still required to meet the requirements for disbursement prior to receiving any award funds – as outlined on Page 11 of the

Housing Development and Beautification Program Guidelines and Application. Furthermore, the Applicant agrees to display a sign during construction noting the City's support; and

The Applicant shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Applicant know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed within one hundred and eighty (180) days from the date of Commission approval.

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

Section 2. Authority to Sign.

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

Section 3. Assignment or Transfer.

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

Section 4. Choice of Law.

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

Section 5. Binding Agreement.

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

Section 6. Miscellaneous.

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

- (i) TO THE CITY: City Manager
c/o Housing Development Specialist
City of Sandusky, Ohio
222 Meigs Street
Sandusky, OH 44870

(ii) TO THE APPLICANT: Conor and Brandy Whelan
1524 Central Avenue
Sandusky, Ohio 44870

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

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

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

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

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

Conor Whelan

By: _____
Applicant

Brandy Whelan

By: _____
Applicant

CITY OF SANDUSKY, OHIO

By: _____
City Manager

The legal form of the within instrument
is hereby approved.

Director of Law
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance



COMMUNITY DEVELOPMENT

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

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

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: August 3, 2018

Subject: Commission Agenda Item – Demolition and Abatement of former American Crayon facility – Change Order #2.

Item for Consideration: Ordinance authorizing and directing the City Manager to approve Change Order #2 for demolition and asbestos abatement of the former American Crayon facility located at 1706 Hayes Avenue.

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

The contract called for a substantial completion date of May 8, 2018. Change Order #1 extended the substantial completion deadline to July 31, 2018. As part of the requested Change Order #2, the City is requesting to amend the substantial completion date to September 30, 2018. This is due the Contractor needing to delay work on this site to complete upgrades to Campbell Street.

Change Order #2 also includes monetary increases to the base contract. First is an increase of \$10,676.00 for the installation of nearly 356 tons of stone along the western boundary of the site bordering Hayes Avenue. This stone was necessary both for storm water mitigation purposes but also to provide stabilization to the soils behind the stone due to the downward sloping grade of the site as it approaches Hayes Avenue. Secondly, is an increase of \$9,170.00 for the installation of 262 linear feet of sanitary sewer across the site to serve the privately-owned property at 1722 Hayes Avenue. This cost includes tap fees and pavement repair/replacement. The sanitary line was discovered damaged and runs underneath the former American Crayon site to its connection point on Rockwell Street.

Total cost for both items is \$19,846 which is an increase of 3.5% from the original contract base cost.

Budgetary Information: The total cost of all items included in this Change Order #2 is \$19,846.00. The funds will be expensed from the EMS account.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to approve Change Order #2 for the asbestos abatement and demolition of the former American Crayon facility with Ed Burdue and Co., LLC and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately approve the change order to extend the project completion date to September 30, 2018, to allow the contractor additional time to complete the project and avoid being charged for liquidated damages pursuant to the contract documents.

I concur with this recommendation:

Eric Wobser
City Manager

Matthew D. Lasko
Chief Development Officer

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

Ed Burdue & Co. LLC
Excavating & Demolition Contractors
3025 Venice Road
Sandusky, Ohio 44870
Phone: (419) 625-8121
Fax: (419) 625-1330
An Equal Opportunity Employer

August 2, 2018

Matt Lasko
City of Sandusky
222 Meigs St.
Sandusky, Ohio 44870

Re: Breakdown of prices for additional stone and sanitary sewer replacement (Mel's)

Additional Stone

1.) 601 D stone placed on bank – 355.89 tn. @ \$30.00 tn. = \$10,676.00

Sanitary Sewer Replacement (Mel's)

1.) 262 lf (6") SDR 35 sanitary sewer including tap @ Rockwell St. and pav't replacement @
\$35.00 lf = \$9,170.00

Rock excavation (if needed) will be additional \$150.00 cy.

If any questions please contact me



Ed Burdue, President
Ed Burdue & Co. LLC

CITY OF SANDUSKY, OHIO	
DEPARTMENT OF COMMUNITY DEVELOPMENT	
Project: ASBESTOS ABATEMENT AND DEMOLITION OF 1706 HAYES AVENUE	
Construction Work Order No.: 2	CONTRACT: <u>2881</u>
	ORDINANCE NO. <u>17-132</u>
Contractor: ED BURDUE AND CO.	
STREET OR LOCATON OF WORK: 1706 Hayes Avenue, Sandusky, Ohio 44870	
Order is hereby issued and accepted for the following extensions to certain substantial completion dates in the above referenced contract and cost adjustments.	

[illegible]

Explanation: Extension needed due to contractor completig Campbell Street work.	Total Difference	\$ 19,846.00
---	-------------------------	--------------

Accepted: _____ Date: _____, 2018
Contractor

Accepted: _____ Date: _____, 2018
Chief Development Officer

Original Contract Price =	\$ 568,726.00
Contract Price after CO2 =	\$ 588,572.00
% Increase =	3.5%
Original Budget/Estimate =	\$ 568,726.00
% Increase =	3.5%



CRITEX LLC.
 125 S Canal St
 Delphos, OH 45833
 567-242-2221
 SALES@MRMANHOLE.COM
 www.mrmanhole.com

ESTIMATE

ADDRESS

Chief Foreman Adam King
 City of Sandusky
 2425 First St.
 Sandusky, Ohio 44870 USA

SHIP TO

Chief Foreman Adam King
 City of Sandusky
 2425 First St.
 Sandusky, Ohio 44870 USA

ESTIMATE # 2575

DATE 07/20/2018

EXPIRATION DATE 08/31/2018

SHIP DATE

08/27/2018

SHIP VIA

Ground

P.O. NUMBER

Adam King

SALES REP

Trip Davis

ACTIVITY	QTY	RATE	AMOUNT
MMSSP Gold Series Six Shooter Package: Includes STANDARD Speedplate, Model 40 Auger Drive Unit (High & Low Flow) with 2.5" Hex Drive, (4) Underslung Arm Adapters, (6) Replacement Teeth, Debris Shield, Casting Lifter. Easy Slope Tool, FREE Mr Manhole Rebuild Starter Kit	1	21,999.00	21,999.00T
3472HM GUIDE SHAFT STANDARD (Drive Key and Pin)	1	249.43	249.43T
MM3023 Plugin Teeth (set of 24)	1	425.43	425.43T
MMMAG MAGNET/WITH D RING	1	696.39	696.39T
MMGUN Quick change teeth gun.	1	184.95	184.95T

Thanks for the opportunity to quote this equipment. We are looking forward to earning your business. Please sign this Estimate and Fax it to 419-692-1600.

SUBTOTAL	23,555.20
TAX (0%)	0.00
SHIPPING	443.65
TOTAL	\$23,998.85

Accepted By

Accepted Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND CHANGE ORDER FOR WORK TO BE PERFORMED BY ED BURDUE & CO., OF SANDUSKY, OHIO, FOR THE DEMOLITION AND ASBESTOS ABATEMENT OF FORMER AMERICAN CRAYON FACILITY PROJECT IN THE AMOUNT OF \$19,846.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

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

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

WHEREAS, this City Commission approved the First Change Order for an extension in the final completion date from May 8, 2018, until July 31, 2018, as the contractor experienced a delay due to a lengthier than normal Winter and a wet and rainy early Spring, occurring simultaneously with the delivery of fill dirt and material needing to be compacted and graded by Ordinance No. 18-093, passed on May 14, 2018; and

WHEREAS, this Second Change Order provides for the addition of two (2) items as well as the extension of the final completion date and the items are summarized as follows:

1. Extending the final completion date from July 31, 2018, to September 30, 2018.	ADD	\$0.00
2. Stone for Stormwater Purposes.	ADD	\$10,676.00
3. Sanitary Sewer including Tap & Pavement Replacement.	ADD	\$9,170.00
	TOTAL	<u>\$19,846.00</u>

WHEREAS, the original contract with Ed Burdue & Co., was \$568,726.00, and with the addition of this Second Change Order in the amount of \$19,846.00, the revised contract cost is \$588,572.00 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the change order extending the project completion date which allows the contractor to complete the work beyond the completion date of July 31, 2018, and avoid being charged for liquidated damages pursuant to the contract documents; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second Change Order for work to be performed for the Demolition and Asbestos Abatement of Former American Crayon Facility Project in an amount **not to exceed** Ninety Thousand Eight Hundred Forty Six and 00/100 Dollars (\$19,846.00) resulting in a revised contract cost of Five Hundred Eighty Eight Thousand Five Hundred Seventy Two and 00/100 Dollars (\$588,572.00) with Ed Burdue & Co., of Sandusky, Ohio, and extending the final completion date from July 31, 2018, until September 30, 2018.

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

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

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

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

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

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

Passed: August 13, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager
From: Todd Gibson, Sr., Facilities & Properties Supervisor
Date: August 1, 2018
Subject: **Commission Agenda Item – Request to purchase leaf collection equipment**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) John Deere 25 Cubic Yard Leaf Collector from A.R.M. OPCO, Inc. dba The American Road Machinery Co. (A.R.M.) of Canton, OH.

BACKGROUND INFORMATION: The above listed equipment is available for a total purchase price of \$52,552.95, through A.R.M. of Canton, Ohio through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #800556.

The main benefit of leaf collection for city infrastructure is to help maintain adequate flow within the combined and storm sewer systems and to reduce the amount of waste generated on the bar screen at the beginning of the wastewater treatment plant. Another benefit, albeit to a lesser extent, is to preserve the pavement conditions since it would reduce moisture on the driving surface. Of course, there are other benefits, including allowing an opportunity for residential property owners to improve yard maintenance.

After quite a bit of discussion, staff feels that it is important for each of these three main funds to contribute to the leaf collection program. Street department will continue to supply labor, while sewer maintenance and the wastewater treatment superintendents approved to provide the funds to purchase this piece of equipment.

This will be a welcome addition to the street department fleet since a similar unit was borrowed from the vendor during the 2017 leaf collection season and it made the work much more efficient and less strenuous on the workers. The existing 1978 Central Vac, which requires frequent maintenance, will be kept as a backup unit.

BUDGETARY INFORMATION: The total cost of the John Deere 25 Cubic Yard Leaf Collector is \$52,552.95 and will be paid with Sewer 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 one (1) John Deere 25 Cubic Yard Leaf Collector from A.R.M. of Canton, OH, in an amount not to exceed \$52,552.95 and that it be passed under suspension of the rules in full accordance with Section 14 of the City Charter to allow the leaf collector to be immediately ordered so it will be received and available for use prior to the leaf collection season this 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, Acting Law Director



Quote Date:		7/13/2018			
Quote Expires:		8/15/2018			
		Ohio STS Contract 800556			
Quote #		7132018NB:The City of Sandusky			
quote by	End User	Customer	Payment	Delivery	due date
Nick Ballas NB:	Sandusky	The City of Sandusky 222 Meigs Street Sandusky, OH 44870	Net 30 Calendar days after completion	Delivered Included	ARO 45-60 Days
Model	ALC25-25 Cubic Yard Leaf Collector				Extended price Each
Trailer Mounted	74HP John Deere 4045T Tier 4 Diesel Engine; vernier type throttle and manual engine gauges; 25cubic yard hopper with 3 stage telescopic dump cylinder; 10'x16" heavy duty rubber intake hose, 45 degree hose adapter, electric hydraulic hose boom; hinged auxiliary radiator screen; 25" diameter 6 blade fan; pneumatic tires; 18,000 lb. dual tandem axles; heavy duty truck springs; electric brakes with safety break away, LED lighting, Conspicuity tape, rear mount bumper Approximate weight 8840 lbs.		\$57,477	1	\$57,477
Trailer Mounted	20,000 lb. Dual Tandem Axles (7.5x16 10 Ply Tires)		\$58,877	0	\$0
Trailer Mounted	24,000 lb. Dual Tandem Axles (7.5x16 10 Ply Tires)		\$59,427	0	\$0
Chassis Mounted	74HP John Deere 4045T Tier 4 Diesel Engine; vernier type throttle and manual engine gauges; 25cubic yard hopper with 3 stage telescopic dump cylinder; 10'x16" heavy duty rubber intake hose, 45 degree hose adapter, electric hydraulic hose boom; hinged auxiliary radiator screen; 25" diameter 6 blade fan. LED lighting, Conspicuity tape Approximate weight 7,240 lbs. Minimum cab to axle distance: 173 inches		\$58,691	0	\$0

Quote # 7132018NB:The City of Sandusky				
Roll -Off Mounted	74HP John Deere 4045T Tier 4 Diesel Engine; vernier type throttle and manual engine gauges.; 25 cubic yard hopper;10'x16" heavy duty rubber intake hose, 45 degree hose adapter, electric hydraulic hose boom; hinged auxiliary radiator screen; 25" diameter 6 blade fan, LED lighting, Conspicuity tape. Mounted on either Hook Lift or Winch Load Under frame Approximate weight 6,800 lbs. Required clear rail space: 238 inches Minimum cab to axle distance: 203 inches Minimum required chassis rating Front axle - 8,000 lbs. Rear axle - 20,000 lbs.	\$53,857	0	\$0
Optional Equipment				
Single LED strobe warning light (top hinged door only) (G5)		\$690.00		\$0
Dual bottom mounted LED strobe light package (G2)		\$850.00		\$0
Dual top mounted LED strobe light package (G4)		\$850.00		\$0
Dual top and bottom (4) mounted LED strobe light package (G3)		\$1,025.00		\$0
Hinged Hose Adapter		\$1,060.00		\$0
Paint other than white enamel		\$975.00		\$0
Spare tire 8.00-14.5 12 ply rating		\$485.00		\$0
Intake hose quick disconnect - over center clamp		\$810.00		\$0
Fluid coupler in place of over center clutch		\$4,350.00	1	\$4,350
Hydraulic jack stand		\$1,725.00		\$0
Top mounted hood air deflector		\$3,350.00		\$0
Chipper rear door assembly on chassis mount only		\$3,125.00		\$0
Dual side hinged rear doors in place of top hinged door		N/C		N/C
30" fan upgrade		\$1,580.00		\$0
Sub-Total			\$	61,827.00
STS Municipal Discount 15%:			\$	9,274.05
Grand Total			\$	52,552.95

Quote #	7132018NB:The City of Sandusky			
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Truck disclaimer:

Final approval of this quotation is subject to physical review and inspection of the chassis' to be utilized to accomplish above work scope. Other than the items specifically listed in the quotation above, American Road Machinery ("Seller") reserves the right to hold the completion of this order if upon inspection it is found chassis differs in scope than that presented for quotation. All modifications required to move battery boxes, air tanks, axles, DEF tanks, fuel tanks or other chassis items that cause interference with the normal installation of body components will have an added labor and material cost. If such interference issues are found during pre-build inspection of the chassis, American Road Machinery shall estimate chassis modifications at Time and Materials with a fixed labor rate of \$75.00 per hour. The customer will be required to sign and approve a Change Order.

FET & Sales Tax are NOT included in price

An acknowledged Purchase Order and Credit Information must be received before this order will be executed.

Accepted

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A JOHN DEERE 25 CUBIC YARD LEAF COLLECTOR FROM A.R.M. OPCO, INC. D.B.A. THE AMERICAN ROAD MACHINERY CO. OF CANTON, 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 main benefit of leaf collection is to assist in maintaining adequate flow within the combined and storm sewer systems and to reduce the amount of waste generated at the bar screen at the beginning of the wastewater treatment process and an added benefit is preserving pavement conditions; and

WHEREAS, the existing 1978 Central Vac that is used by the Street Department for leaf collection requires frequent maintenance and will be maintained as a back-up unit; and

WHEREAS, the John Deere 25 Cubic Yard Leaf Collector is available from A.R.M. OPCO, Inc. d.b.a. The American Road Machinery Co. of Canton, 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 John Deere 25 Cubic Yard Leaf Collector is \$52,552.95 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 to allow the leaf collector to be immediately ordered so it will be received and available for use prior to the leaf collection season this Fall; and

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

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

Section 1. The City Manager is authorized and directed to purchase a John Deere 25 Cubic Yard Leaf Collector from A.R.M. OPCO, Inc. d.b.a. The American Road Machinery Co. of Canton, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #800556, for the Street Department at an amount **not to exceed** Fifty Two Thousand Five Hundred

Fifty Two and 95/100 Dollars (\$52,552.95).

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: August 13, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: August 1, 2018

Subject: **Commission Agenda Item – Request to purchase equipment for the Sewer Maintenance division & the Wastewater Treatment Plant**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2018 John Deere 324K, four-wheel drive loader from Murphy Tractor & Equipment Co. of Brunswick, OH.

BACKGROUND INFORMATION: The above listed equipment is available for a total purchase price of \$95,159.55, through Murphy Tractor & Equipment Co. of Brunswick, Ohio through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS901018.

This equipment will replace a 1991 John Deere backhoe, Serial No. T0310DB775432, used daily in the Sewer Maintenance Division for maintenance projects, transferring materials generated at the Wastewater Treatment Plant, and removing grit from sewer collections. The Sewer Maintenance Chief Foreman and the Fleet Maintenance Chief Foreman have determined this backhoe to be beyond its useful life and of no use for the City of Sandusky and are recommending that it be sold on GovDeals with the proceeds from the sale be placed in the Sewer Fund.

BUDGETARY INFORMATION: The total cost of the purchase of the John Deere 324K, four-wheel drive loader is \$95,159.55 and will be paid with Sewer 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 declaring the 1991 John Deere backhoe unfit for City use and approval be granted to purchase one (1) 2018 John Deere 324K, four-wheel drive loader from Murphy Tractor & Equipment Co. of Brunswick, OH, in an amount not to exceed \$95,159.55. The approval to auction the used 1991 John Deere backhoe is also requested to be a part of this legislation. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the loader to be ordered and received so the Sewer Maintenance 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

**JOHN DEERE****Customer Purchase Order for John Deere
Construction and Forestry Products - USA****PO#****05682165****PO Revision#****Original**

PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS				
NAME(First, Middle, Last) CITY OF SANDUSKY				DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 178809		
STREET or RR 1024 CEMENT AVE				STREET or RR 1240 Industrial Parkway N				
CITY SANDUSKY		STATE OH	ZIP CODE 44870	COUNTY Erie	CITY Brunswick	STATE OH	ZIP CODE 44212	Phone Number 330-220-4999
PHONE NUMBER		EMAIL ADDRESS						
PURCHASER NAME AND ADDRESS (Second Signer)				Date Of Order: Jul 13, 2018				
NAME(First, Middle, Last)				Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE		
STREET or RR				PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 49 Highways & Streets		
CITY				Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government				
PHONE NUMBER		STATE		ZIP CODE		COUNTY		
PHONE NUMBER		EMAIL ADDRESS						
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual				Purchaser Acct.: <input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN				
NO.:								

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County LORAIN		Use State/Province OH	COUNTY CODE 93			
(Initials) _____								
Ultimate Uptime Package Purchase:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials) _____				
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				JOHN DEERE 324K FOUR WHEEL DRIVE LOADER			\$ 84,380 05
1	X				AT390659 Electrical Attachment Control Kit			\$ 409 60
1	X				AT452422 Three Function w/High Flow Kit			\$ 1,612 00
1	X				AT413237 1.4 cu. yd. (1.1 cu. m.) General Purpose Bucket with Skid Shoes and Bolt-On Cutting Edge for Quik Tatch			\$ 2,094 40
1	X				BYT10092 Class 3 Fork Frame with 6 Fork Tines for Quik Tatch Coupler			\$ 1,789 60
1	X				AT412608 Integrated Skid Steer Compatible Quik Tatch Coupler			\$ 678 40
1	X				AT218600 3rd Function Detent			\$ 41 92
1	X				AT337325 Air Intake Pre-cleaner Kit			\$ 140 80
1	X				AT385075 Auto Restrictor Kit			\$ 543 20
1	X				AT452287 Automatic Reversing Fan Drive			\$ 2,094 40
1	X				LW9069320 Beacon Light			\$ 159 20
1	X				AT427686 Block Heater Kit			\$ 89 60
1	X				AT171619 3 in. Retractable Seat Belt			\$ 196 38
+ John Deere Extended Warranty : 5yr 3,000 hr Comprehensive								\$ 930 00
(1) TOTAL CASH PRICE								\$ 95,159 55

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
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Customer Purchase Order for John Deere
Construction and Forestry Products - USA

PO# 05682165
PO Revision# Original

Quote ID: 17402410

Customer Name: CITY OF SANDUSKY

COMMENTS:

(2) TOTAL TRADE-IN ALLOWANCE	\$ 0	00
(3) TOTAL TRADE-IN PAY-OFF	\$ 0	00
(4) BALANCE	\$ 95,159	55
(5) SUBTOTAL	\$ 95,159	55
(6) RENTAL APPLIED	\$ 0	00
(7) CASH WITH ORDER	\$ 0	00
(8) BALANCE DUE (5-6 & 7)	\$ 95,159	55

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this

document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials)
and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="CITY OF SANDUSKY"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Purchaser (Second Signer)	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Dealer Representative	<input type="text" value="Murphy Tractor & Equipment"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Salesperson	<input type="text" value="SWITZER,MIKE"/>	Signature	<input type="text"/>	Date	<input type="text"/>

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="text"/>	Purchaser Signature
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**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage.

Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperslick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.

4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobac grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

ORDINANCE NO. _____

AN ORDINANCE DECLARING A 1991 JOHN DEERE BACKHOE AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2018 JOHN DEERE 324K 4-WHEEL DRIVE LOADER FROM MURPHY TRACTOR & EQUIPMENT CO., OF BRUNSWICK, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined by the Fleet Maintenance Chief Foreman and Sewer Maintenance Chief Foreman that the 1991 John Deere Backhoe, Serial No. T0310DB775432, used in the Sewer Maintenance Division for maintenance projects, transferring materials generated at the Wastewater Treatment Plant, and removing grit from sewer collections, has exceeded its useful life expectancy and is no longer of any use to the City and are recommending this backhoe be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Sewer Fund; and

WHEREAS, it is recommended to replace the 1991 John Deere backhoe with a 2018 John Deere 324K 4-wheel drive loader; and

WHEREAS, the 2018 John Deere 324K 4-wheel drive loader is available from Murphy Tractor & Equipment Co. of Brunswick, 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 John Deere 324K 4-wheel drive loader is \$95,159.55 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the loader to be ordered and received so the Sewer Maintenance 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 Sewer Maintenance Division, 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 1991 John Deere Backhoe, Serial No. T0310DB775432, is unnecessary and unfit for City use

pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process, or internet auction with the proceeds from sale to be deposited into the Sewer Fund.

Section 2. The City Manager is authorized and directed to purchase a 2018 John Deere 324K 4-wheel drive loader from Murphy Tractor & Equipment Co. of Brunswick, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS901018, at an amount **not to exceed** Ninety Five Thousand One Hundred Fifty Nine and 55/100 Dollars (\$95,159.55).

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

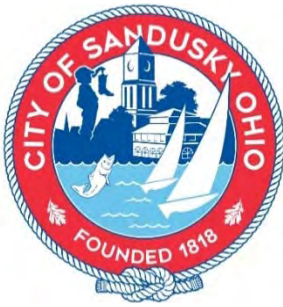
Section 4. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: August 13, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: August 1, 2018

Subject: Commission Agenda Item – Purchase a manhole and valve box leveling system

ITEM FOR CONSIDERATION: Legislation approving the purchase of a Mr. Manhole Gold Series Six Shooter Package, as well as accessories from Critex, LLC, out of Delphos, Ohio.

BACKGROUND INFORMATION: With the increase in in-house resurfacing projects, City staff in the Water Distribution and Sewer Collection divisions have been adjusting manholes and water valve boxes as required to ¼" of the top of pavement. Similar adjustments and/or replacements are needed when infrastructure settles over time or at the end of an in-house utility repair.

These replacements and adjustments by City crews currently require four staff members about three hours to complete with the use of a partner saw, jackhammer and excavation equipment. With the Mr. Manhole system, it would be possible for three crew members to replace or adjust a single manhole or water valve within one hour. This not only increases safety but improves productivity while freeing up approximately 7 total hours of staff time for other pertinent work throughout the City. Additionally, this equipment may be used by other divisions when necessary.

The City is also in the process of developing a Valve-Turning Program that will ensure reliability of existing valves at all times, which is a requirement by Ohio EPA. If a valve becomes damaged during a routine inspection, the resulting broken valve box will need to be adjusted similar to the process described above.

The Gold Series Six Shooter is the latest in manhole repair technology. Uniquely designed to cut-out manhole frames using a round cut instead of square, the Six Shooter makes manhole and valve box removal and repair more efficient and safer. The Mr. Manhole Gold Series Six Shooter Package will be purchased through Critex, LLC, as per the fixed price quote, dated July 20, 2018. Due to patent rights, Critex, LLC, is the only manufacturer of this equipment and the sole source provider.

BUDGETARY INFORMATION: The purchase of this piece of equipment and support materials shall not exceed \$23,998.85 and shall be paid with available water funds in the current 2018 Operation and Maintenance budget.

ACTION REQUESTED: It is recommended that proper legislation for the purchase of a Mr. Manhole Gold Series Six Shooter Package, as well as support materials from Critex, LLC, out of Delphos, Ohio be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter as the price quotation will expire on August 31, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

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



CRITEX LLC.
 125 S Canal St
 Delphos, OH 45833
 567-242-2221
 SALES@MRMANHOLE.COM
 www.mrmanhole.com

ESTIMATE

ADDRESS

Chief Foreman Adam King
 City of Sandusky
 2425 First St.
 Sandusky, Ohio 44870 USA

SHIP TO

Chief Foreman Adam King
 City of Sandusky
 2425 First St.
 Sandusky, Ohio 44870 USA

ESTIMATE # 2575

DATE 07/20/2018

EXPIRATION DATE 08/31/2018

SHIP DATE

08/27/2018

SHIP VIA

Ground

P.O. NUMBER

Adam King

SALES REP

Trip Davis

ACTIVITY	QTY	RATE	AMOUNT
MMSSP Gold Series Six Shooter Package: Includes STANDARD Speedplate, Model 40 Auger Drive Unit (High & Low Flow) with 2.5" Hex Drive, (4) Underslung Arm Adapters, (6) Replacement Teeth, Debris Shield, Casting Lifter. Easy Slope Tool, FREE Mr Manhole Rebuild Starter Kit	1	21,999.00	21,999.00T
3472HM GUIDE SHAFT STANDARD (Drive Key and Pin)	1	249.43	249.43T
MM3023 Plugin Teeth (set of 24)	1	425.43	425.43T
MMMAG MAGNET/WITH D RING	1	696.39	696.39T
MMGUN Quick change teeth gun.	1	184.95	184.95T

Thanks for the opportunity to quote this equipment. We are looking forward to earning your business. Please sign this Estimate and Fax it to 419-692-1600.

SUBTOTAL	23,555.20
TAX (0%)	0.00
SHIPPING	443.65
TOTAL	\$23,998.85

Accepted By

Accepted Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS FOR THE PURCHASE OF A MR. MANHOLE GOLD SERIES SIX SHOOTER MANHOLE LEVELING SYSTEM AND ACCESSORIES FROM CRITEX LLC, OF DELPHOS, OHIO, IN THE AMOUNT OF \$23,998.85; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, City crews perform manhole replacements and adjustments for in-house resurfacing projects and as needed for utility repairs and other adjustments due to infrastructure settling; and

WHEREAS, these replacements and adjustments are labor intensive and purchasing this equipment would not only save on manpower but will increase safety and improve productivity; and

WHEREAS, the Mr. Manhole Gold Series Six Shooter Manhole Leveling System is uniquely designed and the latest in manhole repair technology and is available from Critex, LLC, who is the only manufacturer and sole source provider of this manhole leveling system; and

WHEREAS, the total cost for the purchase of the Mr. Manhole Gold Series Six Shooter Manhole Leveling System and accessories is \$23,998.85 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to purchase the manhole leveling system and accessories prior to the expiration of the quotation on August 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 Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for the purchase of a Mr. Manhole Gold Series Six Shooter Manhole Leveling System and accessories from Critex, LLC, of Delphos, Ohio, at an amount **not to exceed** Twenty Three Thousand Nine Hundred Ninety Eight and 85/100 Dollars (\$23,998.85).

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: August 13, 2018



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager
From: Stuart Hamilton
Date: July 25th, 2018
Subject: **Commission Agenda Item – New City Hall Audio Visual**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase and installation of an Audio-Visual system for the New City Hall Audio-Visual Project from Torrence Sound Equipment, of Perrysburg, OH, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program.

BACKGROUND INFORMATION:

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

Proposed Solution:

Per the attached proposal, Torrence Sound will in summary, purchase and install all the AV equipment for the City Administrative Facility Conference rooms including (but not limited to) all sound, presentation and conferencing equipment, and the infrastructure and hardware required to support the system. The project will be run under the City Hall contractors project schedule.

This project will move all the equipment from the existing chamber, upgrade as needed and re-install in the new chamber. It will enable modern and professional presentation and conferencing capabilities in all other conference rooms (three in number).

BUDGETARY INFORMATION: The cost of the project is \$110,245.00. With the nature of the project and the probability of changes to the building itself prior to completion, it is anticipated additional funds may be necessary to complete the project and therefore a contingency of 10% (\$10,000.00) has been budgeted for this project. No additional funds will be expended unless approved by City Commission. The project will be expensed from the Capital Projects Fund.



ADMINISTRATIVE SERVICES

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

ACTION REQUESTED: It is requested that the proper legislation be prepared to expend funds for the purchase and installation of the new city hall Audio Visual systems from Torrence Sound Equipment, OH, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the order to ensure installation and testing is completed prior to moving City Hall in December of 2018.

Stuart Hamilton
I.T. Manager

I concur with this recommendation:

Eric Wobser
City Manager

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

**QUOTATION**

Chambers move & Conf Rooms AV

City Of Sandusky
C/O Purchasing Agent
222 Meigs Street
Sandusky, Oh 44870

Qty	Mfr-Part No.	Description	Unit Price	Extended
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We are pleased to submit the following quotation. Torrence to provide the equipment listed including wire and device installation, programming, customer training, and warranty. Torrence will provide back boxes for supplied devices and wire mold to conceal exposed wire where necessary. (not expected)
Customer to provide all 120VAC circuits. including conduits, raceways, back boxes, permits, and fees, and network and telco interconnections.
This quote does not include Tax.

STATE AND LOCAL GOVERNMENT PRICING SCHEDULE

Index No.: STS581

SCHEDULE NUMBER: 800370

<http://torrencesound.com/markets/education/>

Thank you for considering Torrence Sound to supply you with a solution that will be proper for your new location!

Being that this is a historic facility, our engineers have taken the time to not only design a turnkey system with custom programming, but also a cosmetically pleasing design. Please take the time to review all components, knowing that all items work together to accomplish the needs of your request. This is a full solution for all of the requested spaces/ options within the spaces. This is the first preliminary budget to the location and will change to all the request from the City of Sandusky. Please do not hesitate to contact me with any and all questions relating to this project.

We look forward to supplying you with this solution,

Thank you!

Continue Next Page...

Qty	Mfr-Part No.	Description	Unit Price	Extended
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1.) Commission Chambers

- Reuse/move existing electronics from old building
- Add gooseneck microphones so that there are (7) gooseneck and (4) table mics at council, and (3) table mics at the staff table
- Add column loudspeakers (forward and rear facing)
- Add ADA compliant Assisted Listening System
- Mount new PTZ camera on east wall (views council)
- Mount new PTZ camera on west or south wall (views podium, staff, and audience)
- Mount (4) existing TV's to walls and pillar (3 for audience view and 1 for outside room)
- (9) Video monitors with distribution at the council

- Equipment rack in storage closet- This will require 20A, 120VAC F.B.O.
- Floor access for boxes/wiring to podium, staff table, and council - FLOOR BOXES F.B.O.
- Ceiling access for TV's and cameras
- Conferencing computer F.B.O.
- Add a monitor to preview camera, recording, and conferencing in closet wall mounted near door with 8x8 HDMI matrix and new 9" touch panel.
- Add a 4x1 HDMI switcher (if we are not adding above matrix)
- replace wifi router

>>>Component Breakdown<<<

-MICROPHONES-				
6		Cardioid-18" Desktop Gooseneck Condenser Microphone		
		Microphone, Attached 10# XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base		
2000		2 COND. 20 (7X28) BARE SHLD CMP- Wire		
2		6-GANG FLOOR BOX STEEL		
2		EVO FLR BOX INST SURF CVR		
2		Interface Plates		
-LOUDSPEAKERS-				
1		Personal PA System with rack panel kit		
4		6.5" Two-way surface speaker, 70/100V transformer with 80 bypass		
400		2 COND 16 (19X29) BARE CMP- Wire		

Continue Next Page...

Qty	Mfr-Part No.	Description	Unit Price	Extended
		-CAMERAS-		
2		Q-SYS PoE camera for AV-to-USB Bridging 20x Optical Zoom		
200		4PR 23AWG SHLD CAT 6 CMP		
200		RG-59 20 SOLID BARE CMP SDI COAX		
4		Compression BNC for 25819		
		-VIDEO SWITCHING & DISTRIBUTION-		
1		(KIT Tx/Rx) HDVS-200-TX and 100CE-RX-PSE		
1		4K/UHD Dual-Distance 8+8 HDMI to HDBaseT Matrix Switcher with Po		
6		(Rx Only) 4K/UHD HDMI Over HDBaseT Receiver with Control and PoE		
2		1x8 HDMI Distribution Amplifier (4Kx2K)		
700		4PR 23AWG SHLD CAT 6 CMP- Wire		
		-COUNCIL & STAFF DISPLAYS-		
9		1080p Display with HDMI Input and Vesa Mounting		
9		HDMIM - HDMIM 25' Black Cable		
9		Low Profile Monitor Stand VESA 100x100		
		-CLOSET MONITOR + CONTROLLER-		
1		22" 1080p Monitor		
1		VESA UNIVERSAL PITCH MOUNT		
1		HDMIM - HDMIM 25' Black Cable		
1		7ö Touch Screen, Black Smooth		
1		Miscellaneous Cables, Interconnections, etc.		
		Installation Labor - Remove & Transport Existing Equipment		
		Installation Labor - TV Mounting		
		Installation Labor - Speaker Mounting		
		Installation Labor - Camera Mounting		
		Installation Labor - Monitors/Mics Setup & Cable Management		
		Installation Labor - Equipment Rack		
		Installation Labor - Wire		
		Engineering Labor - Process		
		Engineering Labor - Programming		
		Engineering Labor - Commissioning		
		Commission Chambers Budget Cost:		49,485.00

Continue Next Page...

Qty	Mfr-Part No.	Description	Unit Price	Extended
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2.) Main City Conference Room 210

-Television, sound bar, HDBT receiver, fixed SDI camera, and HDMI input plate mounted on cart with poke-thru in floor
 -Computer (optional, F.B.O.), SDI-to-USB, USB hub, and video switcher/HDBT transmitter and HDMI D/A mounted under table
 -(2) tabletop microphones, (14) displays and HDMI through table pocket (recommend data and power here as well)
 -poke-thru in floor under table

>>>Component Breakdown<<<

1	75" Professional LED Television
1	FVS 800 SINGLE,CAST BLK
1	Professional Sound Bar, Active
1	FUSION CENTER CHANNEL SPEAKER ADAPT, XL
1	2.5MP Fixed Camera, SDI
1	3MP M12 Lens (Verify distance/lens)
1	Clip Mount
1	SDI to USB 3.0 Converter
1	HDMI 3.0 Hub and Cables
0.1	RG-6 18 SOLID BARE CMP SDI COAX
2	BNC Compression Connectors for 256350
1	USB Dual Speakerphone
1	4K/UHD, 5-In HDMI Switcher w/Mirrored HDMI and HDBaseT Outputs a
1	(Rx Only) 4K/UHD HDMI Over 100M HDBaseT Receiver with Ethernet,
14	1080p Display with HDMI Input and Vesa Mounting
14	HDMI 25' Black Cable
14	Low Profile Monitor Stand
2	1x8 HDMI Distribution Amplifier
1	18OUT 15A,RKMT 2-STG SRG
1	HDMI Wall Plate, DM Lite Tx
1	HDMI DM Lite Rx
100	4PR 23AWG SHLD CAT 6 CMP- Wire
1	Patch Cables
1	Mounting Hardware
	Installation Labor
2	FlipTop Basic, Black Anodized

Qty	Mfr-Part No.	Description	Unit Price	Extended
2		FlipTop AC Power Outlet Module, Dual, US		
2		6IN UNWIRE PT W SURF CVR Pokethru (Verify color)		
2		Interface Plates		
4		HDMIM - HDMIM 15' Cable With Ethernet		
2		HDMIM - HDMIM 3' Ultra Flexible HS Cable		
1		19 Inch Utility Rack Chassis - 2 RU		
1		19 Inch Utility Rack Chassis 2 RU Extension		
1		18OUT 15A,RKMT 2-STG SRG		
200		4 PAIR 24 AWG SOLID CAT 6 CMP		
1		Cables, Connectors, Adapters, Etc.		
1		Mounting Hardware		
1		Cable Management		
		Supervision Labor		
		Fabrication Labor		
		Installation Labor - Display		
		Installation Labor - Table		
		Installation Labor - Wire		
		Engineering Labor - Process		
		Engineering Labor - Commissioning		
		Travel Labor		
Main City Conference Room 210 Budget Cost:				29,680.00

Continue Next Page...

Qty	Mfr-Part No.	Description	Unit Price	Extended
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3.) Conference Room 316

-Television, sound bar, HDBT receiver, and fixed SDI camera mounted on wall (north or south wall TBD)
 -HDMI input plate on wall under display
 -Computer (optional, F.B.O.), SDI-to-USB, USB hub, and video switcher/HDBT transmitter mounted under table
 -(2) tabletop microphones and HDMI through table pocket (recommend data and power here as well)
 -poke-thru in floor under table

>>>Component Breakdown<<<

1	75" Professional LED Television
1	Micro-Adjust Tilt Wall Mount, Large
1	PROX,SLIDINGMOUNT PLATE,15X10
1	Professional Sound Bar, Active
1	FUSION CENTER CHANNEL SPEAKER ADAPT, XL
1	2 OUTS,15A,SURGE
1	2.5MP Fixed Camera, SDI
1	3MP M12 Lens (Verify distance/lens)
1	Clip Mount
1	SDI to USB 3.0 Converter
1	HDMI 3.0 Hub and Cables
0.1	RG-6 18 SOLID BARE CMP SDI COAX
2	BNC Compression Connectors for 256350
1	USB Dual Speakerphone
1	4K/UHD, 5-In HDMI Switcher w/Mirrored HDMI and HDBaseT Outputs a
1	(Rx Only) 4K/UHD HDMI Over 100M HDBaseT Receiver with Ethernet,
1	HDMI Wall Plate, DM Lite Tx
1	HDMI DM Lite Rx
100	4PR 23AWG SHLD CAT 6 CMP- Wire
1	Patch Cables
1	Mounting Hardware
	Installation Labor
2	FlipTop Basic, Black Anodized
2	FlipTop AC Power Outlet Module, Dual, US
1	6IN UNWIRE PT W SURF CVR Pokethru (Verify color)
1	Interface Plates
4	HDMIM - HDMIM 15' Cable With Ethernet

Qty	Mfr-Part No.	Description	Unit Price	Extended
2		HDMIM - HDMIM 3' Ultra Flexible HS Cable		
1		19 Inch Utility Rack Chassis - 2 RU		
1		19 Inch Utility Rack Chassis 2 RU Extension		
1		18OUT 15A,RKMT 2-STG SRG		
200		4 PAIR 24 AWG SOLID CAT 6 CMP		
1		Cables, Connectors, Adapters, Etc.		
1		Mounting Hardware		
1		Cable Management		

Supervision Labor
Fabrication Labor
Installation Labor - Display
Installation Labor - Table
Installation Labor - Wire
Engineering Labor - Process
Engineering Labor - Commissioning
Travel Labor

Conference Room 316 Budget Cost:

15,540.00

4.) Conference Room 414

-Identical to Conference Room 316

1 Conference Room 316

Conference Room 414 Top Budget Cost:

15,540.00

Payment Terms, Refer to Terms and Conditions
This QUOTATION is Valid for 30 Days.

Terms: Net 10 Days

Signature: _____ Date: _____

Antonio Valdez, Sales Engineer, avaldez@torrencesound.com

Accepted: (Customer) _____ By _____ Date: _____

TERMS AND CONDITIONS OF SALE

These terms and conditions shall be part of the Contract of Sale for any products and services ordered by the Buyer from Torrence Sound.

ACCEPTANCE: All orders, quotations, shipments and deliveries shall, at all times, be subject to approval by Torrence Sound's Credit Department.

TERMS OF SALE: If the Buyer cancels this order in whole or in part after written acceptance, the Buyer agrees to reimburse Torrence Sound for any costs incurred by Torrence Sound prior to receiving notice of cancellation.

All material returned for credit is subject to a 20% restocking charge.

Orders canceled after acceptance in good faith by Torrence Sound will be subject to cancellation charges.

All verbal orders must be confirmed in writing and must be clearly identified as a "confirming" order.

CREDIT: Accounts will be opened only with firms or individuals on approved credit. Torrence Sound reserves the privilege of declining to make delivery of goods or services except for cash whenever, for any reason, doubt as to the Buyer's responsibility develops.

TERMS OF PAYMENT: Payment terms are Net 10 unless an amendment or waiver is in writing and is signed by a duly authorized representative of Torrence Sound.

Discounts, retainages and partial payments are not allowed unless such amendment is in writing on a date subsequent to the effective date hereof and is signed by a duly authorized representative of Torrence Sound.

Upon the failure of the Buyer to provide satisfactory security to fully satisfy Torrence Sound's demands, Torrence Sound reserves the right to discontinue making shipments, performing work and to cancel the balance of the sale, thereby terminating all obligation on the part of Torrence Sound for delivery of the goods or any part of the goods sold. Such cancellation, however, shall not affect the Buyer's obligation to pay for any part of the products or services previously sold, delivered or installed.

A late payment charge of one and one-half per cent (1.5%) per month will be applicable and charged on the 31st day from invoice date. Torrence Sound will add a service charge automatically on all invoices requiring the services of a collection agency.

The Buyer agrees to reimburse Torrence Sound for all expenses incurred including collection fees, court costs, and reasonable attorney fees.

CHANGE IN TERMS: No amendment or waiver of the terms contained herein shall be effective unless such amendment or waiver is in writing on a date subsequent to the effective date hereof and is signed by a duly authorized representative of Torrence Sound.

PAYMENT FOR SHIPMENTS: The Buyer shall pay Torrence Sound for each shipment even if such shipment represents only a portion of the products or services purchased under the Buyer's purchase order unless such amendment is in writing on a date subsequent to the effective date hereof and is signed by a duly authorized representative of Torrence Sound.

SUSPENSION OF PERFORMANCE: If, in Torrence Sound's judgment, reasonable doubt exists as to the Buyer's financial responsibility, or if the Buyer is past due in payment of any amount owing to Torrence Sound, Torrence Sound reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, stop any material in transit, until Torrence Sound receives payment of all amounts, whether or not due, owing to Torrence Sound, or adequate assurances of such payment.

PRICING: All prices are F.O.B. Torrence Sound, Perrysburg, Ohio unless otherwise specified.

TAXES: The amount of any sales, revenue, excise or other taxes applicable to the sale of the products and services described herein shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Torrence Sound with an applicable tax exemption certificate.

RISK OF LOSS: Risk of loss on all products ordered from Torrence Sound shall pass to the Buyer upon delivery of the product to the Buyer or the job site.

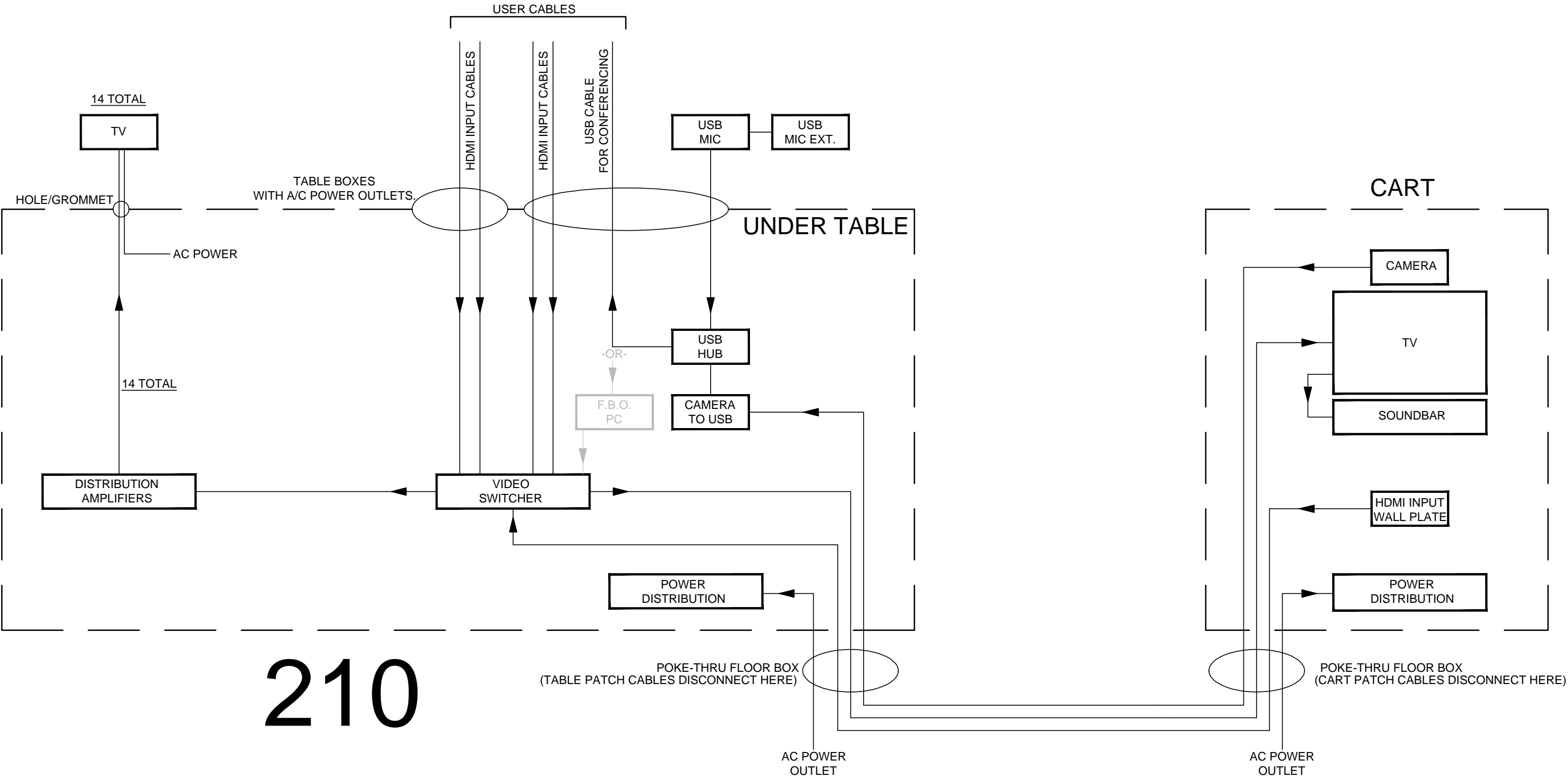
RETURN GOODS POLICY: Custom manufactured orders or non-standard products are not subject to cancellation by the Buyer.

STORAGE: In the event the Buyer is unable to accept delivery of equipment, Torrence Sound may invoice the Buyer for material stored in its own facility.

CONFIDENTIAL INFORMATION: All drawings, diagrams, specifications, devices and other information furnished by Torrence Sound are proprietary. Such information has been developed at great expense and contains trade secrets of Torrence Sound. The Buyer may not reproduce or distribute such information except to the Buyer's employees who may use the articles as part of their duties.

MISCELLANEOUS: The Buyer may not assign its rights and obligations under this contract without the express written consent of Torrence Sound.

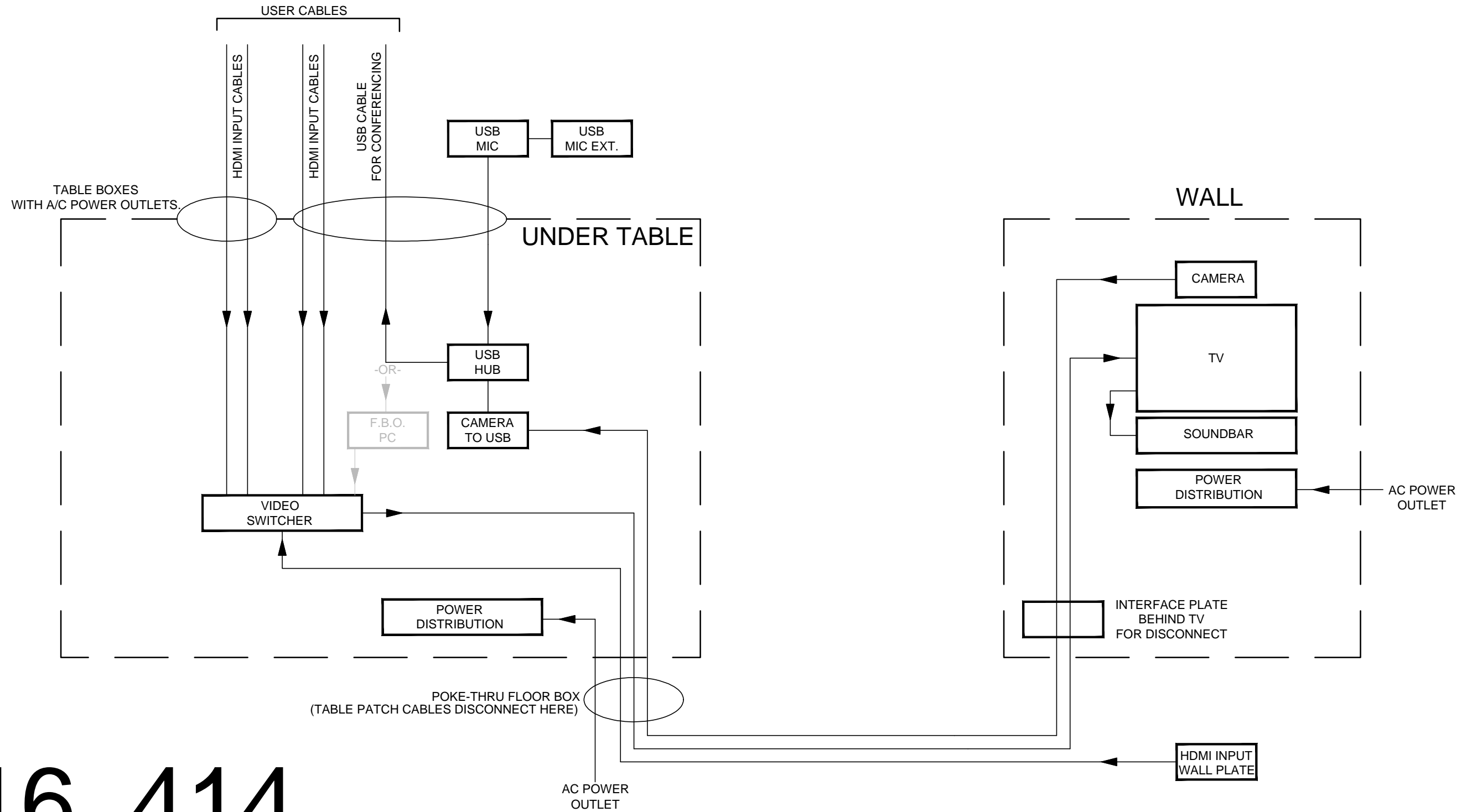
210



REVISIONS:

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316, 414



ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF AUDIO AND VIDEO EQUIPMENT FROM TORRENCE SOUND EQUIPMENT COMPANY OF PERRYSBURG, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE CITY HALL AUDIO VIDEO PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Lease Agreement with SandCity, LLC, for the relocation of City Hall by Ordinance No. 17-065, passed on March 27, 2017, and as part of the Lease Agreement the City is responsible for certain expenses related to the relocation including data, information technology and security systems, exterior and interior wayfinding signage, new furniture purchases, and moving services; and

WHEREAS, the City Hall Audio Visual Project involves the purchase and installation of all the AV equipment for the new City Administrative Facility conference rooms, a total of three (3), including all sound, presentation and conference equipment, the infrastructure and hardware required to support the system as well as moving the equipment from the existing chamber, upgrading as necessary and re-installing in the new City Commission Chambers; and

WHEREAS, this City Commission authorized and directed the City Manager to purchase new audio and video equipment from Torrence Sound Equipment Company of Perrysburg, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for the City Commission Chambers by Ordinance No. 16-145, passed on August 22, 2016; and

WHEREAS, the new audio and video equipment from Torrence Sound Equipment Company of Perrysburg, Ohio, is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the purchase and installation of the audio and video equipment is \$110,245.00 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 to expedite the order to ensure installation and testing is completed prior to moving City Hall in December of 2018; and

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

THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement for the purchase and installation of audio and video equipment from Torrence Sound Equipment Company of Perrysburg, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #800370, for the City Hall Audio Visual Project at an amount **not to exceed** One Hundred Ten Thousand Two Hundred Forty Five and 00/100 Dollars (\$110,245.00).

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: August 13, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: August 1, 2018

Subject: **Commission Agenda Item – Expend Funds to Sandusky City Schools for Ontario School – Arthur Street Bus Access Drive**

ITEM FOR CONSIDERATION: Legislation authorizing the City of Sandusky to expend funds to the Sandusky City Schools (School) for improvements to the Arthur Street right-of-way for a Bus Access Drive.

BACKGROUND INFORMATION: The original Ontario School site plan showed drop-off and pickup at the eastern side of the new school building, with all bus traffic entering and exiting via the south drive entrance on Ontario Street. Ontario Street, and several smaller adjacent streets, are also where many of the personal cars would wait to pick up and drop off students as well. After much collaboration with the school regarding potential congestion issues after construction, it was proposed to move the bus traffic from the south school entrance drive to a new bus access drive. This newly proposed drive would direct all bus traffic to Fifth Street via the Arthur Street right-of-way, which runs north-south along the eastern property line. Access will be controlled by electronic gates that will only allow bus access to the drop off and pickup area, eliminating conflicts with personal vehicles.

By removing the bus traffic away from Ontario Street, it is anticipated that the roadway surface on Ontario will be extended due to reducing the turning movements on the asphalt pavement. Since Fifth Street is designed to accommodate heavier loads, it should handle the traffic better than Ontario. This configuration should also alleviate interactions with bus traffic and students walking to personal vehicles during pickup and drop-off making the site much safer for students. Neighborhood congestion on the side streets should also be reduced with this new approach. In addition, bus/drop-off separation is recommended by the Ohio Facilities Construction Commission, who is partially funding this project and many other school improvement projects throughout the state.

The \$75,000.00 cost is part of the estimated cost for this work prepared by the School's construction managers. Construction is anticipated in 2019, but design has already begun. All future maintenance will be the responsibility of the School.

BUDGETARY INFORMATION: The City will make payments to the school up to a maximum of \$75,000 through a normal invoicing process. Payment will be made using Capital Projects Funds in the amount of \$65,000 and with Issue 8 infrastructure funds from the Capital Projects Fund in the amount of \$10,000 allocated in the Capital Improvement Plan.

ACTION REQUESTED: It is recommended that legislation be approved for the expenditure of funds in the amount of \$75,000.00 for improvements to the Arthur Street right-of-way for bus access drive at

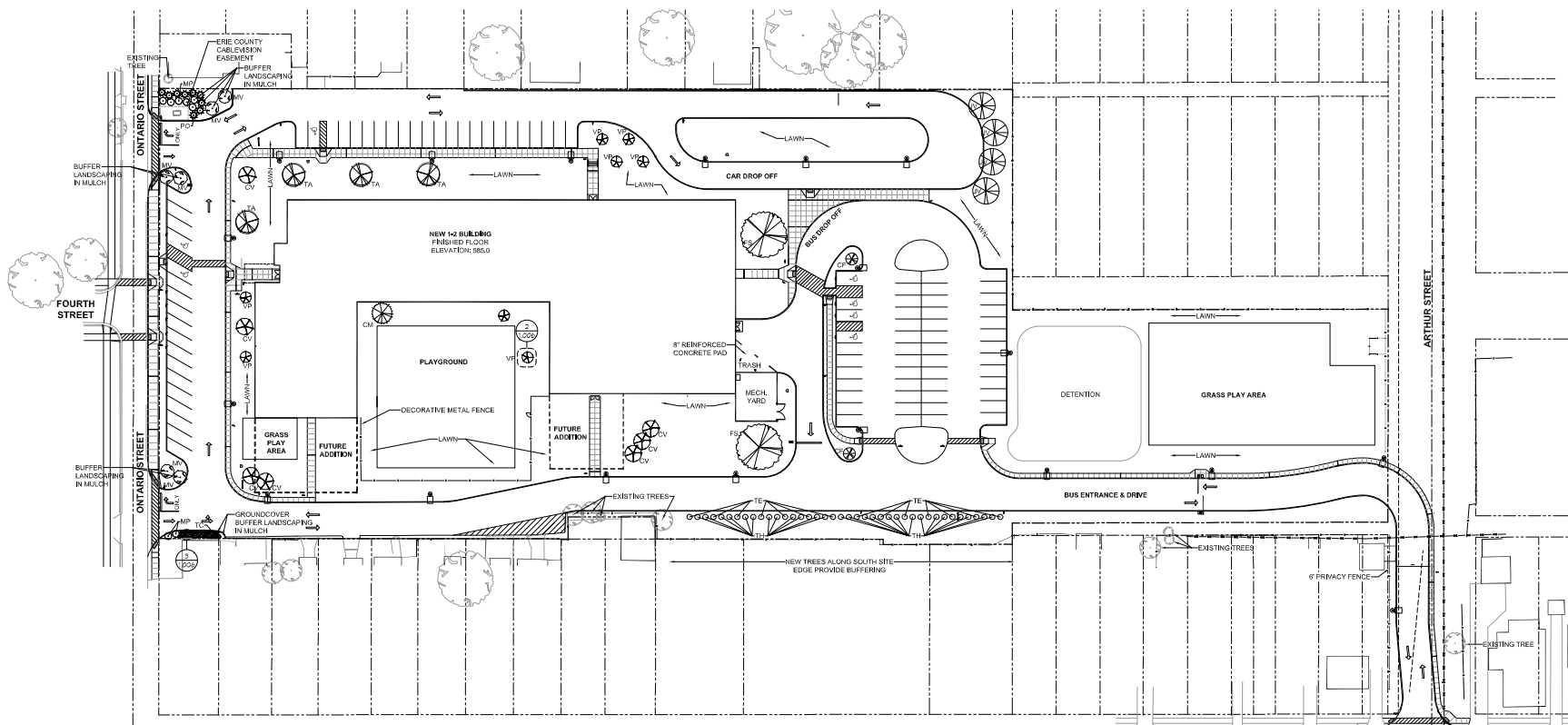
Ontario School and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to make payments in a timely manner for design work already performed and for construction work to be performed.

I concur with this recommendation:

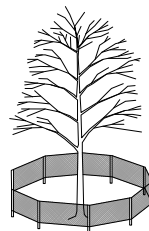
Eric Wobser
City Manager

Aaron Klein, P.E.
Director

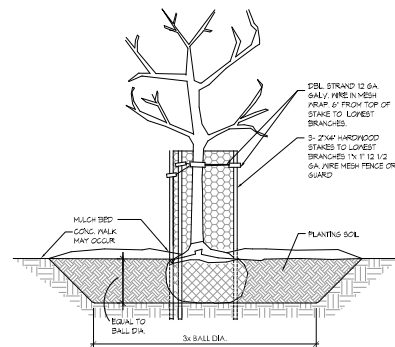
cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director



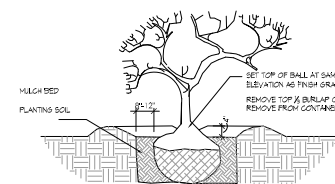
SYMBOL	COMMON NAME	PLANTING LIST SCIENTIFIC NAME	SIZE/CONDITION	SPACING	NOTES
BUILDING PERIMETER PLANTINGS					
CM	CORNELIAN CHERRY DOGWOOD	CORNUS MAS	1" HIGH / B&B	SEE PLAN	
CV	FRINGE TREE	CHIONANTHUS VIRGINICUS	#2 CONT.	SEE PLAN	
FS	COMMON BEECH	FAGUS SYLVATICA	#3 CONT.	SEE PLAN	
PA	AMUR CORK TREE	PHLELOSODON AURENSE	1.5" CAL / B&B	SEE PLAN	
TA	REDMOND LINDEN	TILIA AMERICANA REDMOND	1.75" CAL / B&B	39'-0" O.C. EAST SIDE 50'-0" O.C. NORTH SIDE 29'-0" O.C. NORTH SIDE	SEE PLAN/COURTYARD
VP	BLACKHAW VIBURNUM	VIBURNUM PRUNIFOLIUM	#5 CONT.		
NORTH BUFFER PLANTINGS					
MP	BAYBERRY	MYRICA PENSYLVANICA	#5 CONT.	6'-0" O.C.	
OV	OZARK WITCH HAZEL	HAMAMELIS VERNALIS	#5 CONT.	6'-0" O.C.	
PO	NINEBARK	PHYSCARPUS OPULEFOLIOUS	#5 CONT.	6'-0" O.C.	
EAST BUFFER PLANTINGS					
JV	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	#1 CONT.	22'-0" O.C.	
SOUTH BUFFER PLANTINGS					
MP	BAYBERRY	MYRICA PENSYLVANICA	#5 CONT.	6'-0" O.C.	
OV	OZARK WITCH HAZEL	HAMAMELIS VERNALIS	#5 CONT.	6'-0" O.C.	
TC	CANADA YEW	TAXUS CANADENSIS	1" CAL / B&B	2'-0" O.C.	
WEST BUFFER PLANTINGS					
TE	EMERALD ARBORVITAE	THUJA OCCIDENTALIS 'EMERALD'	9" / B&B	18'-0" O.C.	
TH	HETZ MIDGET GLOBE ARBORVITAE	THUJA OCCIDENTALIS 'HETZ MIDGET'	#3 CONT.	6'-0" O.C. 12'-0" O.C. SEE PLAN	
EAST PARKING ISLANDS					
CF	CAROLINA ALLSPICE	GALICANTHUS FLORIDUS	#5 CONT.	12'-0" O.C.	



1 TREE PRESERVATION DETAIL
SCALE: 1" = 10'-0"



2 TREE PLANTING DETAIL
SCALE: 1" = 10'-0"



3 SHRUB PLANTING DETAIL
SCALE: 1" = 10'-0"

30 FT. 50 FT. 100 FT. 200 FT.

CONSTRUCTION IS PERMITTED FROM
7:00 A.M. AND 6:00 P.M. PER ORD 519.10

LANDSCAPE AND BUFFERING PLAN
SCALE: 1" = 30'-0"

NEW ONTARIO PRIMARY SCHOOL
SANDUSKY SCHOOL DISTRICT
SANDUSKY, OHIO 44870

LESKO ASSOCIATES INC.
ARCHITECTS CLEVELAND, OHIO 44145 PL-ANNEX

100%
CONSTRUCTION
DOCUMENTS

LANDSCAPE AND
BUFFERING PLAN

SHEET NO.

1.006

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO THE SANDUSKY CITY SCHOOL DISTRICT IN THE AMOUNT OF \$75,000.00 FOR IMPROVEMENTS TO THE ARTHUR STREET RIGHT-OF-WAY FOR A BUS ACCESS DRIVE AT ONTARIO SCHOOL; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the original Ontario School site was designed with student drop-off and pick-up at the eastern side of the new school building with all bus traffic entering and exiting via the south drive entrance on Ontario Street and after collaboration with the Schools regarding potential congestion issues, it was proposed to move the bus traffic from the south school entrance to a new bus access drive via the Arthur Street right-of-way; and

WHEREAS, the new drive would direct all bus traffic to Fifth Street, which is designed to accommodate heavier loads, and eliminate conflicts with personal vehicles, alleviate interactions with bus traffic and students walking to personal vehicles during pick-up and drop-off making the site safer for students, reduce neighborhood congestion on side streets, as well as extending the surface life on Ontario Street by reducing turning movements on the asphalt pavement; and

WHEREAS, it is recommended to expend funds to the Sandusky City School District for a portion of the costs related to improvements to the Arthur Street right-of-way for a bus access drive at Ontario School in the amount of \$75,000.00, of which \$65,000.00 will be paid with Capital Projects Funds and the remaining \$10,000.00 will be paid with Issue 8 infrastructure funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payments in a timely manner for design work already performed and for construction work to be performed; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds to the Sandusky City School District for improvements to the Arthur Street right-of-way for a bus access drive at Ontario School in an amount **not to exceed** Seventy Five Thousand and 00/100 Dollars (\$75,000.00).

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

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

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

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

Passed: August 13, 2018