



SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
DECEMBER 21, 2018 at 3 p.m.
CITY HALL, 222 MEIGS STREET

INVOCATION	D. Brady
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Brady, W. Poole, N. Twine, D. Murray, D. Waddington, N. Lloyd & G. Lockhart
APPROVAL OF MINUTES	December 10, 2018
PRESENTATION	Recovery Institute of Ohio
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

- A. Submitted by Hank Solowiej, Finance Director
This legislation will be distributed at the meeting.

AUTHORIZING FINAL BUDGET FOR CY 2018

Budgetary Information: This action will cover anticipated expenditures through December 31, 2018. The agenda deadline occurs before the final payroll costs can be determined. The amendment needs to cover final payroll and other projected costs through December 31, 2018. **The ordinance will be available at the meeting.**

ORDINANCE NO. _____: It is requested that an ordinance be passed adopting Amendment #6 to Ordinance 18-066 passed by this City Commission on March 26, 2018, making general appropriations for the fiscal year 2018; and declaring that this ordinance take immediate effect in accordance with Section 14 of the city charter.

- B. Submitted by Hank Solowiej, Finance Director
This legislation will be distributed at the meeting.

AUTHORIZING FUNDING FOR PAYROLL STABILIZATION FUND

Budgetary Information: The agenda deadline occurs before the amount can be determined. **The Resolution, along with the amount, will be made available at the meeting.**

RESOLUTION NO. _____: It is requested that a resolution be passed authorizing the transfer of funds from the general fund to the payroll stabilization fund; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

- C. Submitted by Hank Solowiej, Finance Director

AUTHORIZING TEMPORARY APPROPRIATIONS FOR THE FIRST QUARTER OF 2019

Budgetary Information: This action will establish a budget for operations until the annual appropriations can be approved after the second Monday in January, 2019. The city charter prohibits the city from enacting the 2019 budget before January 14, 2019.

ORDINANCE NO. _____: It is requested that an ordinance be passed making temporary appropriations for the months of January, February and March, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

- D. Submitted by Nicole DeFreitas, Sandusky Transit Administrator

AGREEMENT WITH ERIE COUNTY VETERANS SERVICE COMMISSION FOR TRANSPORTATION SERVICES

Budgetary Information: STS will receive \$8 per one-way trip from the Erie County Veterans Service Commission, for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 rural grant program.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and the Erie County Veterans Service Commission for services for the period of January 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Nicole DeFreitas, Sandusky Transit Administrator

AGREEMENT WITH CEDAR POINT FOR TRANSPORTATION SERVICES

Budgetary Information: STS will receive \$150,000 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural Grant program.

ORDINANCE NO. _____: It is requested that an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Cedar Point, LLC, for services during the period of January 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Jane Cullen, Project Engineer

FINAL CHANGE ORDER FOR GARTLAND AVENUE PROJECT (DEDUCT)

Budgetary Information: Change Order #1 and final, a deduction of \$5,387.99, will revise the original contract amount of \$903,788.80 to \$898,400.81. The final costs are paid by the sewer fund in the amount of \$488,231.81 (original cost was \$494,662.88), water funds in the amount of \$293,505.51 (original cost was \$274,768.11) and capital projects funds (Issue 8) in the amount of \$116,663.49 (original cost was \$134,357.81).

ORDINANCE NO. _____: It is requested that an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Underground Utilities, Inc. of Monroeville, Ohio, for the Gartland Avenue reconstruction project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Arielle Blanca, Community Development Manager

CONTRACT WITH WADE TRIM FOR PREPARATION OF ANNUAL CONSOLIDATED PLAN

Budgetary Information: The total cost for the professional services is not to exceed \$35,850 for the coordination, administration, development and implementation of the city’s Community Development Block Grant (CDBG), 2019 – 2023 Consolidated Plan, 2019 One-Year Action Plan and update to Analysis of Impediments to Fair Housing, under the rules and regulations of the U.S. Department of Housing & Urban Development CDBG. There is no impact to the city’s general fund. All funds will be allocated out of the FY 2018 CDBG administration budget.

ORDINANCE NO. _____: It is requested that an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Wade Trim Associates, Inc., of Detroit, Michigan, for professional services for the preparation of the U.S. Department of Housing & Urban Development 2019 – 2023 Consolidated Plan, 2019 One-Year Action Plan, and update to the Analysis of Impediments to Fair Housing; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Matt Lasko, Chief Development Officer

APPROVAL OF AMENDMENT TO ENTERPRISE ZONE AGREEMENT WITH OHIO TRUCK SALES

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of ten full-time equivalent employment positions in addition to the current full-time employees who will be subject to city income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to an enterprise zone agreement with Chris Andrews, LLC dba Ohio Truck Sales; 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

ENTERPRISE ZONE AGREEMENT WITH HOTY ENTERPRISES

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated five full-time equivalent employment positions that will be subject to city income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with 300 Water Street Properties, Ltd., an affiliate of Hoty Enterprises, Inc.; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

Item #3 - Submitted by Matt Lasko, Chief Development Officer

ENTERPRISE ZONE AGREEMENT WITH SORTINO’S

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated fifteen full-time equivalent employment positions that will be subject to city income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an enterprise zone agreement with S & S Realty, Ltd.; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PURCHASE OF FURNITURE FOR NEW CITY HALL

Budgetary Information: The cost for all furniture, fixtures and equipment, along with installation expenses, is \$199,987.22. The project will be expensed 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 with MCPc Imaging & Printing, LLC dba O’Supplies.com for professional services for design consultation, purchase, delivery and installation of new office furniture for the City Hall administrative facility project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

INTERIOR SIGNAGE FOR NEW CITY HALL

Budgetary Information: The total cost estimate for this project, based on bids, including advertising and miscellaneous costs is \$10,200. The project will be expensed from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Brady Sign Co. of Sandusky, Ohio, for the City Hall signage and wayfinding project – interior signage; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL #1519

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying, accepting and approving a collective bargaining agreement between the City of Sandusky, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, for the period January 1, 2019, through December 31, 2021, a copy of which is attached to this ordinance; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #327

ORDINANCE NO. _____: It is requested an ordinance be passed ratifying, accepting and approving a collective bargaining agreement between the City of Sandusky, an Ohio Charter Municipal Corporation, and the International Association of Fire Fighters Local #327, the collective bargaining unit for certain employees of the Sandusky Fire Department, for the period January 1, 2019 through December 31, 2021, a copy of which is attached to this ordinance; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

ITEM TABLED: Authorization to bid 2018 Cedar Point Chaussee Water Tower

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, December 24 at 8:30 p.m.

Tuesday, December 25 at 5 p.m.

Online:

www.YouTube.com and search for “City of Sandusky Commission”



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: December 11, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #6 to the 2018 General Appropriations, which is the final budget amendment for 2018.

BUDGETARY INFORMATION:

This action will cover anticipated expenditures through December 31, 2018. The agenda deadline occurs before the final payroll costs can be determined. The amendment needs to cover final payroll and other projected costs through December 31, 2018. The ordinance will be available at the meeting.

ACTION REQUESTED:

It is requested the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter. To ensure all items are covered, the ordinance will be presented at the meeting.

CC: Trevor Hayberger, Law Director



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: December 11, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

A resolution authorizing the transfer of funds from the General Fund to the Payroll Stabilization Fund.

On October 12, 2010, the City Commission approved Resolution No. 035-10R authorizing the Finance Director to establish such a fund named the "Payroll Stabilization Fund" special revenue fund pursuant to Ohio Rev. Code Section 5705.13 (B). This section authorizes a taxing authority to establish a special revenue fund to accumulate cash to pay unused accumulated leave at separation of employment including retirement or paying salaries when the number of pay periods exceeds the usual and customary number for a year.

Pursuant to ORC Section 5705.13(B), a resolution by the taxing authority is required authorizing any transfer to this fund.

BUDGETARY INFORMATION:

The agenda deadline occurs before the amount can be determined. The resolution, along with the amount, will be available at the meeting.

ACTION REQUESTED:

It is requested that the City Commission approve the necessary legislation under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the transfer before the end of the calendar year. To ensure an accurate amount, the resolution authorizing the transfer will be presented at the meeting.

CC: Trevor Hayberger, Law Director



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

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

TO: Eric L. Wobser, City Manager
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: December 11, 2018
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.38 (A) requires that on or about the first day of each fiscal year, an appropriation measure is to be passed. If the taxing authority wants to postpone the passage of the annual appropriation measure until an amended certificate is received from the county budget commission based upon the actual year end balances, it may pass a temporary appropriation measure for meeting the ordinary expenses until no later than April 1.

I am submitting an ordinance approving Temporary Appropriations for 2019.

BUDGETARY INFORMATION:

This action will establish a budget for operations until the annual appropriations can be approved after the second Monday in January 2019. The City Charter prohibits the City from enacting the 2019 budget before January 14, 2019.

ACTION REQUESTED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter. This will establish a temporary operating budget for 2019 until the City Commission passes an Appropriation Ordinance in accordance with Section 51 of the City Charter.

CC: Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE TO MAKE TEMPORARY APPROPRIATIONS FOR THE MONTHS OF JANUARY, FEBRUARY AND MARCH 2019, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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 establish an Operating Budget for 2019 until the City Commission passes an Appropriation Ordinance which may not be passed before the second Monday in January of each budget year as required by Section 51 of the City Charter; and

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

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury or any accruing revenues of the City available for said purposes at the values set forth herein below for the payment of the expenses and obligations of the City during the months of January, February and March 2019, for the various purposes hereinafter specified.

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	825,000	80,000	905,000
POLICE RECORDS	160,000	15,000	175,000
POLICE RESERVES	20,000	3,000	23,000
FIRE	1,100,000	80,000	1,180,000
STREET LIGHTING	0	50,000	50,000
OAKLAND CEMETERY	70,000	8,000	78,000
COMMUNITY DEVELOPMENT	75,000	50,000	125,000
CITY WIDE ECON DEVELOPMENT	0	7,500	7,500
BUILDING DIVISION	70,000	5,000	75,000
HORTICULTURAL SERVICES	200,000	50,000	250,000
JACKSON ST PIER	0	500	500
CITY MANAGER	60,000	5,000	65,000
ADMINISTRATIVE SERVICES	30,000	5,000	35,000
FINANCE	35,000	5,000	40,000
INCOME TAX	10,000	60,000	70,000
DATA PROCESSING CENTER	35,000	25,000	60,000

LAW	70,000	5,000	75,000
CITY COMMISSION	6,000	2,000	8,000
CITY COMMISSION CLERK	25,000	2,000	27,000
MUNICIPAL COURT	180,000	20,000	200,000
BUILDING MAINTENANCE	75,000	75,000	150,000
ENGINEERING	80,000	15,000	95,000
FLEET MAINTENANCE	65,000	25,000	90,000
ADMINISTRATIVE SUPPORT	0	150,000	150,000
TRANSFERS:			
STREET FUND	0	40,568	40,568
TRANSIT FUND	0	50,000	50,000
PARKS & RECREATION FUND	0	57,813	57,813
POLICE PENSION FUND	0	125,366	125,366
CAPITAL ECONOMIC DEV FUND	0	125,000	125,000
CAPITAL COMMUNITY DEV FUND	0	75,000	75,000
CAPITAL PUBLIC WORKS FUND	0	375,000	375,000
FIRE PENSION FUND	0	171,271	171,271
GENERAL FUND	3,191,000	1,763,018	4,954,018
STREETS	175,000	50,000	225,000
SNOW & ICE REMOVAL	0	20,000	20,000
TRAFFIC & ELECTRICAL MNTC	75,000	20,000	95,000
STREET FUND	250,000	90,000	340,000
2018 PUBLIC TRANSIT FUND	5,000	100,000	105,000
2019 PUBLIC TRANSIT FUND	25,000	500,000	525,000
TRANSIT FUND	30,000	600,000	630,000
PAVILION	5,000	2,000	7,000
MILLS CREEK GOLF COURSE	25,000	20,000	45,000
RECREATION DEPARTMENT	30,000	50,000	80,000
PARKS & RECREATION FUND	60,000	72,000	132,000
FIRE PENSION FUND	200,000	5,000	205,000
POLICE PENSION FUND	175,000	5,000	180,000
LANDBANK	0	10,000	10,000
CHIP GRANT	0	50,000	50,000
STATE GRANTS FUND	0	60,000	60,000
POLICE JAG	0	1,000	1,000
POLICE BULLETPROOF VESTS	0	1,000	1,000
HUD CDBG	60,000	150,000	210,000
FEDERAL GRANTS FUND	60,000	152,000	212,000
INDIGENT DRIVER ALCOHOL TRT FUND	0	10,000	10,000
COURT COMPUTER FUND	5,000	5,000	10,000

INDIGENT TELEPHONE FUND	0	1,000	1,000
COURT PROBATION FUND	0	5,000	5,000
EMS	20,000	500,000	520,000
COMMUNITY DEVELOPMENT	0	75,000	75,000
ECONOMIC DEVELOPMENT	0	125,000	125,000
PUBLIC WORKS	0	375,000	375,000
CAPITAL PROJECTS FUND	20,000	1,075,000	1,095,000
PP REMOVAL UNSAFE BLDGS	0	5,000	5,000
NUISANCE REMOVAL	1,000	5,000	6,000
RENTAL REGISTRATION FEE	40,000	20,000	60,000
INSPECTION FEE	1,000	5,000	6,000
ADMIN FEE	1,000	5,000	6,000
SPECIAL ASSESSMENT FUND	43,000	40,000	83,000
CAO	50,000	5,000	55,000
BIWW FILTRATION PLANT	300,000	250,000	550,000
WATER DISTRIBUTION DEPT	180,000	50,000	230,000
ADMINISTRATIVE SUPPORT	175,000	75,000	250,000
DEBT SERVICE-BASIC UTIL	0	850,000	850,000
WATER FUND	705,000	1,230,000	1,935,000
CAO	50,000	5,000	55,000
WATER POLLUTION CONTROL PLANT	325,000	300,000	625,000
SEWER MAINTENANCE DEPT	200,000	75,000	275,000
ADMINISTRATIVE SUPPORT	175,000	75,000	250,000
STORM WATER	0	10,000	10,000
DEBT SERVICE-BASIC UTIL	0	1,750,000	1,750,000
SEWER FUND	750,000	2,215,000	2,965,000
INTERNAL SERVICE FUND	0	1,000,000	1,000,000
POLICE	0	1,000	1,000
CONTRABAND TRUST FD	0	1,000	1,000
FIRE	0	1,000	1,000
GREEN TRUST	0	1,000	1,000
FRIENDS OF THE GREENHOUSE	0	500	500
SAILING CLUB SCHOLARSHIP	0	500	500
PARK TRUST	0	500	500
UNCLAIMED FUNDS	0	250	250
GENERAL TRUST FUND	0	5,750	5,750
SHORELINE PARK IMPR	0	250	250
WASHINGTON PARK & GREENHOUSE	0	250	250
RED WAGON TRUST	0	250	250
FRED EPPLER TRUST	0	250	250
PARK ENDOWMENT FUND	0	1,000	1,000

OAKLAND CEMETERY DEPT	0	500	500
CHAPEL RESTORATION	0	500	500
GARDEN MAUSOLEUM	0	500	500
PERPETUAL CARE	0	500	500
SPECIAL CARE	0	500	500
MEMORIAL PLANTINGS	0	500	500
RIDGEVIEW COLUMBARIUM	0	500	500
CEMETERY ENDOW FUND	0	3,500	3,500
STATE PATROL TRANSFER FD	0	1,000	1,000
TOTAL ALL FUNDS	5,489,000	8,339,268	13,828,268

Section 2. The amounts appropriated for the various purposes hereinafter set forth shall, in no event, be exceeded unless the City Commission shall by Ordinance authorize a transfer from one appropriation account to another, or shall appropriate additional unappropriated funds.

Section 3. No payments shall be made out of any of the funds herein appropriated for any extraordinary purpose, without specific authority of the City Commission.

Section 4. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

Section 5. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This 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 7. 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: December 21, 2018



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: December 11, 2018

SUBJECT: Agreement for Transportation Services - Erie County Veterans Service Commission

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and the Erie County Veterans Service Commission.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County Veterans, to and from their home to the Ohio Veteran's Home in Perkins Township. These clients are transported on a daily schedule coordinated between Erie County Veterans Service Commission and STS.

The City has contracted with Erie County Veterans Service Commission in the past and the most recent contract expired on July 31, 2018. This contract is in effect from January 1, 2019 until December 31, 2020 at a negotiated rate of \$8.00 per one-way trip.

STS will provide The Erie County Veterans Service Commission with reports, training and information that were agreed upon in said proposed contract. The Erie County Veterans Service Commission will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2019 5311 Rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive \$8.00 per one-way trip The Erie County Veterans Service Commission for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with The Erie County Veterans Service Commission. It is further requested that this legislation take immediate effect in full accordance with Section 14 of

the City Charter to allow the agreement to be executed as soon as possible and prior to the commencing date of January 1, 2019.

Nicole DeFreitas

Transit Administrator

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

cc: Kelly Kresser, Clerk of the City Commission

Hank Solowiej, Finance Director

Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY VETERANS SERVICE COMMISSION FOR SERVICES FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County; and

WHEREAS, Erie County Veterans Service Commission will be billed for clients transported to and from the Ohio Veterans Home in Perkins Township on a schedule coordinated between Erie County Veterans Service Commission and the Sandusky Transit System; and

WHEREAS, the City has contracted with Erie County Veterans Service Commission in the past and the most recent contract expired on July 31, 2018; and

WHEREAS, the Sandusky Transit System will receive \$8.00 per one-way trip per passenger for the period of January 1, 2019, through December 31, 2019; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2019; and

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

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

Section 1. The City Manager is authorized to execute an Agreement with Erie County Veterans Service Commission for transportation services related to the Sandusky Transit System for the period from January 1, 2019, through December 31, 2019, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the

Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. 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: December 21, 2018

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Erie County Veterans Service Commission sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2019, and continuing through December 31, 2019.

Scope of Service: STS will provide transportation services approved by Erie County Veterans Service Commission for program participants throughout Erie County.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Erie County Veterans Service Commission will be billed at the rate of \$8.00 per one-way trip per passenger for all service requests for all clients, STS shall only bill for clients transported to and from the Ohio Veterans Home located at 3416 Columbus Ave, Sandusky, OH 44870, unless otherwise authorized by Erie County Veterans Service Commission staff.

Erie County Veterans Service Commission will be billed for transportation services rendered on a Quarterly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Erie County Veterans Service Commission staff or authorized Clients to make or cancel reservations as necessary.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of

passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.

2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following the end of the quarter.

Monitoring and Evaluation: STS and Erie County Veterans Service Commission will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Erie County Veterans Service Commission.

The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Erie County Veterans Service Commission will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

BY:

Eric Wobser, City Manager

Erie County Veterans Service Commission

Date

Date

Approved As to Form

Trevor M. Hayberger, Law Director



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: December 13, 2018

SUBJECT: Agreement for Transportation Services – Cedar Point

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Cedar Point for employee transportation services.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide unlimited, safe, reliable, transportation services to all of Cedar Point employees on Fixed Routes only.

This contract is in effect from January 1, 2019 until December 31, 2019 at a negotiated rate of \$150,000 per year.

Cedar Point will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2019 5311 Rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive \$150,000 for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with Cedar Point. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed as soon as possible and prior to the commencing date of January 1, 2019.

Nicole DeFreitas

Transit Administrator

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

cc: Kelly Kresser, Clerk of the City Commission

Hank Solowiej, Finance Director

Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND CEDAR POINT, LLC, FOR SERVICES DURING THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide free transportation services for Cedar Point employees, upon the showing of the employee's valid Cedar Point Identification Card, for any of the Fixed Routes on the Sandusky Transit System; and

WHEREAS, Cedar Point, LLC, will pay \$150,000.00 for the unlimited ridership for their employees for the period of January 1, 2019, through December 31, 2019; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 1, 2019; and

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

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

Section 1. The City Manager is authorized to execute an Agreement with Cedar Point, LLC, for transportation services related to the Sandusky Transit System for the period from January 1, 2019, through December 31, 2019, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. 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: December 21, 2018

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Cedar Point, LLC sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing January 1, 2019 and continuing through December 31, 2019.

Scope of Service: STS will provide free transportation services for Cedar Point employees, upon the showing of the employee's valid Cedar Point Identification Card, for any of the STS fixed routes.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Cedar Point, LLC will pay \$150,000 for unlimited ridership for Cedar Point employees for all fixed routes. Fixed Routes are Monday through Saturday and normally scheduled service hours between 6:00 a.m. to 10:00 p.m., but subject to change.

Billing: Cedar Point, LLC will be billed, and shall pay, for services quarterly in the amount of \$37,500, for a total amount of \$150,000.

STS Responsibilities

1. Vehicle Operations: STS will provide free transportation on any of the STS Fixed Routes to any Cedar Point employee, who shows their valid Cedar Point ID card.

Cedar Point, LLC Responsibilities

1. Passenger Information: Cedar Point LLC shall inform their employees that in order to ride the STS fixed routes for free, the employees shall show their valid Cedar Point ID card.

Monitoring and Evaluation: STS and Cedar Point, LLC will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. STS will continue to provide service

until the effective date of termination, and Cedar Point, LLC will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

CITY OF SANDUSKY

CEDAR POINT, LLC

BY:

Eric Wobser, City Manager

Jason McClure, General Manager

Date

Date

Approved as to form:

Trevor M. Hayberger, Law Director



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: December 12, 2018

Subject: Commission Agenda Item – Gartland Avenue Reconstruction Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final, for the Gartland Avenue Reconstruction Project.

BACKGROUND INFORMATION: This project was awarded to Underground Utilities, Inc. Monroeville, Ohio at the January 18, 2018 city commission meeting per ordinance 18-022 in the amount of \$903,788.80. The existing 6" waterline along Gartland Avenue and Jefferson Street were replaced with a new 8" waterline and was connected to the existing 8" waterline at Huron Street. These streets no longer have any dead-end watermains, they are now all looped together. The reconstruction project involved separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer. Gartland Avenue had an 8" sanitary and 10" storm over/under sewer system. An over/under sewer system is one in which both utilities run parallel to each other in the same trench and tie into the same sewer manholes.

The existing concrete sidewalks, curb ramps, drive aprons and curb were replaced along with a new stone base and asphalt driving surface the existing trees were removed and replaced with a tree species that will be a better fit long term for the small boulevard area. The change order is the result of final quantities completed in the field and for a time extension until November 18 for the contractor to complete the tree plantings. The nursery supplier had to wait until after the first frost to bag and burlap the 2" tree species and deliver to Underground's tree subcontractor. The original completion date was August 24, 2018.

BUDGETARY INFORMATION: Change Order No. 1 and Final, a deduction of \$5,387.99, will revise the original contract amount of \$903,788.80 to \$898,400.81. The final costs are paid by the Sewer Fund in the amount of \$488,231.81 (original cost was \$494,662.88), Water Funds in the amount of \$293,505.51 (original cost was \$274,768.11) and Capital Projects Funds (Issue 8) in the amount of \$116,663.49 (original cost was \$134,357.81).

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for final quantities for the Gartland Avenue Reconstruction Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

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

CONTRACT: 2897
ORDINANCE NO. 18-022

416 West Monroe Street PO Box 428 Monroeville, OH 44847

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
ROADWAY											
1	201	1.00	1.00	0.00	LS	CLEARING AND GRUBBING, AS PER PLAN	\$25,000.00	\$25,000.00	\$25,000.00		
2	202	2461.00	2621.34	160.34	SY	PAVEMENT REMOVED	\$5.00	\$12,305.00	\$13,106.70	\$801.70	
3	202	29.00	22.78	-6.22	SY	PAVEMENT REMOVED, ASPHALT	\$5.00	\$145.00	\$113.90		-\$31.10
4	202	7225.00	7053.70	-171.30	SF	WALK REMOVED	\$0.50	\$3,612.50	\$3,526.85		-\$85.65
5	202	1584.00	1626.90	42.90	FT	CURB REMOVED	\$2.00	\$3,168.00	\$3,253.80	\$85.80	
6	202	96.00	87.00	-9.00	FT	CURB AND GUTTER REMOVED	\$2.00	\$192.00	\$174.00		-\$18.00
7	202	14.00	0.00	-14.00	FT	PIPE REMOVED, OVER 24"	\$10.00	\$140.00	\$0.00		-\$140.00
8	202	5.00	5.00	0.00	EACH	CATCH BASIN REMOVED	\$100.00	\$500.00	\$500.00		
9	202	1.00	0.00	-1.00	EACH	MONUMENT ASSEMBLY REMOVED	\$100.00	\$100.00	\$0.00		-\$100.00
10	203	587.00	537.00	-50.00	CY	EXCAVATION	\$25.00	\$14,675.00	\$13,425.00		-\$1,250.00
11	203	61.00	11.00	-50.00	CY	EMBANKMENT	\$5.00	\$305.00	\$55.00		-\$250.00
12	204	3165.00	3044.11	-120.89	SY	SUBGRADE COMPACTION	\$0.20	\$633.00	\$608.82		-\$24.18
13	204	455.00	635.93	180.93	CY	EXCAVATION OF SUBGRADE	\$4.00	\$1,820.00	\$2,543.72	\$723.72	
14	204	455.00	635.93	180.93	CY	GRANULAR MATERIAL, TYPE B (LIMESTONE)	\$15.00	\$6,825.00	\$9,538.95	\$2,713.95	
15	204	1.00	1.00	0.00	HOUR	PROOF ROLLING	\$150.00	\$150.00	\$150.00		
16	204	1364.00	1907.60	543.60	SY	GEOTEXTILE FABRIC, 712.09, TYPE D	\$2.00	\$2,728.00	\$3,815.20	\$1,087.20	
17	608	5474.00	5536.90	62.90	SF	4" CONCRETE WALK	\$5.00	\$27,370.00	\$27,684.50	\$314.50	
18	608	25.00	0.00	-25.00	SF	4" CONCRETE WALK, AS PER PLAN	\$5.00	\$125.00	\$0.00		-\$125.00
19	608	3712.00	159.00	-3553.00	SF	6" CONCRETE WALK	\$6.00	\$22,272.00	\$954.00		-\$21,318.00
20	608	355.00	230.90	-124.10	SF	CURB RAMP, AS PER PLAN	\$6.00	\$2,130.00	\$1,385.40		-\$744.60
21	623	2.00	0.00	-2.00	EACH	MONUMENT ASSEMBLY, AS PER PLAN	\$700.00	\$1,400.00	\$0.00		-\$1,400.00
EROSION CONTROL											
22	659	154.00	115.00	-39.00	CY	TOPSOIL	\$3.00	\$462.00	\$345.00		-\$117.00
23	659	1387.00	943.48	-443.52	SY	SEEDING AND MULCHING	\$1.00	\$1,387.00	\$943.48		-\$443.52
24	659	0.19	0.10	-0.09	TON	COMMERCIAL FERTILIZER	\$100.00	\$19.00	\$10.00		-\$9.00
25	659	0.29	0.39	0.10	ACRE	LIME	\$100.00	\$29.00	\$39.00	\$10.00	
26	659	8.00	8.00	0.00	MGAL	WATER	\$50.00	\$400.00	\$400.00		
27	832	10000.00	933.75	-9066.25	EACH	EROSION CONTROL	\$1.00	\$10,000.00	\$933.75		-\$9,066.25
DRAINAGE											
28	611	748.00	718.70	-29.30	FT	6" CONDUIT, TYPE B, 707.45	\$35.00	\$26,180.00	\$25,154.50		-\$1,025.50
29	611	25.00	27.00	2.00	FT	6" CONDUIT, TYPE C, 707.45	\$30.00	\$750.00	\$810.00	\$60.00	
30	611	25.00	0.00	-25.00	FT	8" CONDUIT, TYPE B	\$35.00	\$875.00	\$0.00		-\$875.00
31	611	25.00	0.00	-25.00	FT	8" CONDUIT, TYPE C	\$32.00	\$800.00	\$0.00		-\$800.00
32	611	545.00	620.00	75.00	FT	12" CONDUIT, TYPE B	\$68.00	\$37,060.00	\$42,160.00	\$5,100.00	
33	611	99.00	0.00	-99.00	FT	12" CONDUIT, TYPE C	\$63.70	\$6,306.30	\$0.00		-\$6,306.30
34	611	287.00	276.00	-11.00	FT	15" CONDUIT, TYPE B	\$79.50	\$22,816.50	\$21,942.00		-\$874.50
35	611	250.00	252.00	2.00	FT	18" CONDUIT, TYPE B	\$89.50	\$22,375.00	\$22,554.00	\$179.00	
36	611	25.00	26.00	1.00	FT	21" CONDUIT, TYPE B	\$115.75	\$2,893.75	\$3,009.50	\$115.75	
37	611	8.00	0.00	-8.00	FT	30" CONDUIT, TYPE B	\$100.00	\$800.00	\$0.00		-\$800.00
38	611	8.00	8.00	0.00	EACH	CATCH BASIN, NO. 3A, AS PER PLAN	\$2,000.00	\$16,000.00	\$16,000.00		
39	611	4.00	3.00	-1.00	EACH	CATCH BASIN, NO. 6	\$1,700.00	\$6,800.00	\$5,100.00		-\$1,700.00
40	611	7.00	7.00	0.00	EACH	MANHOLE, NO. 3, AS PER PLAN NO. 1	\$2,800.00	\$19,600.00	\$19,600.00		
41	611	1.00	1.00	0.00	EACH	MANHOLE, NO. 3, AS PER PLAN NO. 2	\$8,000.00	\$8,000.00	\$8,000.00		
42	SPECIAL	1000.00	0.00	-1000.00	LB	MISCELLANEOUS METAL	\$1.50	\$1,500.00	\$0.00		-\$1,500.00
PAVEMENT											
43	301	199.00	188.21	-10.79	CY	ASPHALT CONCRETE BASE, PG64-22	\$116.00	\$23,084.00	\$21,832.36		-\$1,251.64
44	304	448.00	448.00	0.00	CY	AGGREGATE BASE (LIMESTONE)	\$30.00	\$13,440.00	\$13,440.00		
45	407	137.00	246.68	109.68	GAL	NON-TRACKING TACK COAT	\$2.75	\$376.75	\$678.37	\$301.62	
46	408	1232.00	0	-1232.00	GAL	PRIME COAT	\$3.00	\$3,696.00	\$0.00		-\$3,696.00
47	411	107.00	120.72	13.72	CY	STABILIZED CRUSHED AGGREGATE	\$30.00	\$3,210.00	\$3,621.60	\$411.60	
48	441	113.00	99.875	-13.13	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$160.00	\$18,080.00	\$15,980.00		-\$2,100.00
49	441	114.00	107.73	-6.27	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	\$116.00	\$13,224.00	\$12,496.68		-\$727.32
50	441	1.00	1.29	0.29	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), (DRIVEWAYS)	\$1,500.00	\$1,500.00	\$1,935.00	\$435.00	
51	451	200.00	299.15	99.15	SY	8" REINFORCED CONCRETE PAVEMENT, CLASS QC1	\$45.00	\$9,000.00	\$13,461.75	\$4,461.75	
52	609	1704.00	1713.90	9.90	FT	COMBINATION CURB AND GUTTER, TYPE 2	\$16.00	\$27,264.00	\$27,422.40	\$158.40	
53	609	16.00	0	-16.00	FT	CURB, TYPE 6, AS PER PLAN	\$20.00	\$320.00	\$0.00		-\$320.00
WATER WORK											
54	638	58.00	39.20	-18.80	FT	6" WATERMAIN DUCTILE IRON ANCHORING PIPE AND FITTINGS	\$20.00	\$1,160.00	\$784.00		-\$376.00
55	638	844.00	853.00	9.00	FT	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS 52, MECHANICAL JOINT	\$89.00	\$75,116.00	\$75,917.00	\$801.00	
56	638	737.00	904.00	167.00	FT	3/4" COPPER SERVICE BRANCH	\$40.00	\$29,480.00	\$36,160.00	\$6,680.00	
57	638	13.00	0.00	-13.00	FT	2" COPPER SERVICE BRANCH	\$100.00	\$1,300.00	\$0.00		-\$1,300.00
58	638	4.00	4.00	0.00	EACH	6" GATE VALVE AND VALVE BOX	\$900.00	\$3,600.00	\$3,600.00		
59	638	2.00	2.00	0.00	EACH	8" GATE VALVE AND VALVE BOX	\$1,500.00	\$3,000.00	\$3,000.00		
60	638	3.00	3.00	0.00	EACH	6" FIRE HYDRANT	\$4,000.00	\$12,000.00	\$12,000.00		
61	638	1.00	1.00	0.00	EACH	FIRE HYDRANT REMOVED	\$200.00	\$200.00	\$200.00		
62*	638	31.00	31.00	0.00	EACH	WATER WORK, MISC.: SERVICE BOX REMOVED-WATER METER PIT	\$25.00	\$775.00	\$775.00		
63	638	1.00	1.00	0.00	EACH	WATER WORK, MISC.: WATER VAULT ADJUSTED TO GRADE	\$900.00	\$900.00	\$900.00		
64	638	31.00	31.00	0.00	EACH	WATER WORK, MISC.: WATER METER PIT	\$500.00	\$15,500.00	\$15,500.00		
65	638	1.00	0.00	-1.00	EACH	WATER WORK, MISC.: 8" X 8" TAPPING SLEEVE, VALVE AND VALVE BOX	\$4,000.00	\$4,000.00	\$0.00		-\$4,000.00
66	638	1.00	1.00	0.00	EACH	WATER WORK, MISC.: 6" FIRE HYDRANT SERVICE LINE LOWERED AND FITTINGS	\$2,000.00	\$2,000.00	\$2,000.00		
67	638	1.00	1.00	0.00	EACH	WATER WORK, MISC.: WATER LINE LOWERING	\$2,000.00	\$2,000.00	\$2,000.00		
SANITARY SEWER											
68*	202	14.00			FT	PIPE REMOVED, OVER 24"					
69	202	3.00	3.00	0.00	EACH	MANHOLE REMOVED	\$200.00	\$600.00	\$600.00		
70	611	832.00	920.50	88.50	FT	6" CONDUIT, TYPE B, AS PER PLAN, 707.45, FOR SANITARY	\$60.00	\$49,920.00	\$55,230.00	\$5,310.00	
71*	611	810.00	806.00	-4.00	FT	8" CONDUIT, TYPE B, AS PER PLAN, 707.45, FOR SANITARY	\$93.20	\$75,492.00	\$75,119.20		-\$372.80
72*	611	32.00	39.00	7.00	FT	10" CONDUIT, TYPE B, AS PER PLAN, 707.45, FOR SANITARY	\$120.00	\$3,840.00	\$4,680.00	\$840.00	
73	611	4.00	4.00	0.00	EACH	MANHOLE, NO. 3, AS PER PLAN NO. 1	\$4,300.00	\$17,200.00	\$17,200.00		
74	611	1.00	1.00	0.00	EACH	DRAINAGE STRUCTURE, MISC.: SEWER LATERAL CLEANOUT	\$900.00	\$900.00	\$900.00		
TRAFFIC CONTROL											

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
75	630	12.50	12.50	0.00	FT	GROUND MOUNTED SUPPORT, NO. 2 POST	\$18.00	\$225.00	\$225.00		
76	630	28.00	28.00	0.00	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	\$16.00	\$448.00	\$448.00		
77	630	26.00	26.00	0.00	FT	STREET NAME SIGN SUPPORT, NO. 3 POST	\$18.00	\$468.00	\$468.00		
78	630	3.00	3.00	0.00	EACH	SIGN POST REFLECTOR	\$55.00	\$165.00	\$165.00		
79	630	25.50	25.50	0.00	SF	SIGN, FLAT SHEET	\$24.00	\$612.00	\$612.00		
80	630	2.00	2.00	0.00	EACH	SIGN, DOUBLE FACED, STREET NAME	\$150.00	\$300.00	\$300.00		
81	630	4.00	4.00	0.00	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	\$25.00	\$100.00	\$100.00		
82	630	3.00	1.00	-2.00	EACH	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	\$65.00	\$195.00	\$65.00		-\$130.00
83	630	4.00	3.00	-1.00	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	\$10.00	\$40.00	\$30.00		-\$10.00
84	644	26.00	20.20	-5.80	FT	STOP LINE	\$18.00	\$468.00	\$363.60		-\$104.40
85	644	115.00	95.60	-19.40	FT	CROSSWALK LINE	\$10.00	\$1,150.00	\$956.00		-\$194.00
LANDSCAPING											
86	661	3.00	3	0.00	CY	MULCH	\$30.00	\$90.00	\$90.00		
87	661	30.00	30	0.00	EACH	DECIDUOUS TREE, 2" CALIPER, SYRINGA RETICULATA (JAPANESE TREE L	\$430.00	\$12,900.00	\$12,900.00		
MAINTENANCE OF TRAFFIC											
89	410	345.00	38.20	-306.80	CY	TRAFFIC COMPACTED SURFACE, TYPE A OR B	\$5.00	\$1,725.00	\$191.00		-\$1,534.00
90	614	1.00	1.00	0.00	LS	DETOUR SIGNING	\$1,000.00	\$1,000.00	\$1,000.00		
91	614	14.00	0.00	-14.00	CY	MAINTAINING TRAFFIC, MISC.: COLD MIX ASPHALT	\$50.00	\$700.00	\$0.00		-\$700.00
92	616	10.00	10.00	0.00	MGAL	WATER	\$50.00	\$500.00	\$500.00		
INCIDENTALS											
93	614	1.00	1.00	0.00	LS	MAINTAINING TRAFFIC	\$10,000.00	\$10,000.00	\$10,000.00		
94	623	1.00	1.00	0.00	LS	CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$10,000.00	\$10,000.00	\$10,000.00		
95	624	1.00	1.00	0.00	LS	MOBILIZATION	\$30,000.00	\$30,000.00	\$30,000.00		
96	630	1.00	1.00	0.00	EACH	SIGNING, MISC.: TEMPORARY CONSTRUCTION SIGN	\$325.00	\$325.00	\$325.00		
97	SPECIAL	1.00	1.00	0.00	LS	BID GUARANTY AND CONTRACT BOND	\$30,000.00	\$30,000.00	\$30,000.00		
98	SPECIAL	1.00	0.00	-1.00	LS	MISC GIS & ASBUILT	\$1,000.00	\$1,000.00	\$0.00		-\$1,000.00
99	SPECIAL	1.00	0.00	-1.00	LS	CONTINGENCY-TO BE USED AS DIRECTED BY THE ENGINEER	\$41,000.00	\$41,000.00	\$0.00		-\$41,000.00
99a*	203	4.40	0.00	-4.40	CY	ROCK EXCAVATION	\$100.00	\$440.00	\$0.00		-\$440.00
ALTERNATE BID 2 (MS CONCRETE FOR DRIVEWAYS)											
103	608	-3712.00	-3712.00	0.00	SF	6" CONCRETE WALK	\$5.00	-\$18,560.00	\$0.00	\$18,560.00	
104	608	3712.00	3652.70	-59.30	SF	6" CONCRETE WALK, QC MS	\$5.75	\$21,344.00	\$21,003.03		-\$340.98
ALTERNATE BID 3 (PAVEMENT REPAIR AND WATERLINE REPLACEMENT ON JEFFERSON STREET)											
PAVEMENT											
105	407	12.00	12.00	0.00	GAL	NON-TRACKING TACK COAT	\$3.00	\$36.00	\$36.00		
106	441	8.00	27.13	19.13	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$300.00	\$2,400.00	\$8,139.00	\$5,739.00	
107	451	148.00	203.89	55.89	SY	8" REINFORCED CONCRETE PAVEMENT, CLASS QC1	\$60.00	\$8,880.00	\$12,233.40	\$3,353.40	
WATER WORK											
108	638	307.00	260.00	-47.00	FT	8" WATER MAIN DUCTILE IRON PIPE ANSI CLASS S2, MECHANICAL JOIN	\$73.00	\$22,411.00	\$18,980.00		-\$3,431.00
109	638	1.00	3.00	2.00	EACH	VALVE BOX ADJUSTED TO GRADE, AS PER PLAN	\$200.00	\$200.00	\$600.00	\$400.00	
MAINTENANCE OF TRAFFIC											
110	614	8.00	0.00	-8.00	CY	MAINTAINING TRAFFIC, MISC.: COLD MIX ASPHALT	\$50.00	\$400.00	\$0.00		-\$400.00
CHANGE ORDER EXTRA WORK											
111	CO1		1.00	1.00	LS	Monroe Street Waterline work	\$16,860.49		\$16,860.49	\$16,860.49	
112	CO1		1.00	1.00	LS	Monroe Street-cross removal & tee install	\$3,562.00		\$3,562.00	\$3,562.00	
113	CO1		1.00	1.00	LS	513 Huron Street-sanitary work	\$750.00		\$750.00	\$750.00	
114	CO1		1.00	1.00	LS	513 Huron Street-waterline work	\$750.00		\$750.00	\$750.00	
115	CO1		1.00	1.00	LS	Waterline services-ball corp change	\$1,065.00		\$1,065.00	\$1,065.00	
116	CO1		1.00	1.00	LS	Monroe Street-15" and 30" storm sewer replacements	\$24,662.86		\$24,662.86	\$24,662.86	
117	CO1		1.00	1.00	LS	505 Huron Street-storm sewer work	\$950.00		\$950.00	\$950.00	
118	CO1	1.00	0.00	-1.00	EACH	Non performed water valve adjustment	\$200.00		-\$200.00		-\$200.00
119	CO1					Time Extension-November 18, 2018					
							Original Contract Amount	\$903,788.80	\$898,400.81	\$107,243.74	-\$112,631.73
							Change in Contract	-\$5,387.99			
							Revised Contract Amount	\$898,400.81			

Explanation: Change order reflects work performed in the field.

Accepted; _____ Date: _____, 2018

Contractor

Accepted; _____ Date: _____, 2018

City Engineer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNDERGROUND UTILITIES, INC. OF MONROEVILLE, OHIO, FOR THE GARTLAND AVENUE RECONSTRUCTION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Gartland Avenue Reconstruction Project involved separating the storm and sanitary sewers and reconnecting any sewer laterals to their respective sewer, replacing and increasing the waterline from a six (6) inch to eight (8) inch waterline, replacing existing concrete sidewalks along with curb ramps replaced, removal and replacement of existing trees with a tree species better fitted for long term for the small boulevard area, and once all of the underground utilities are installed, the street will be reconstructed with a new stone base and asphalt driving surface; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Richland Engineering Limited of Mansfield, Ohio, for the Gartland Avenue Reconstruction Project by Ordinance No. 17-059, passed on March 13, 2017, and subsequently entered into an amendment to the agreement for services to explore drainage options and design a waterline along Jefferson Street from Huron Street to Gartland Avenue by Ordinance No. 18-056, passed on March 12, 2018; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Gartland Avenue Reconstruction Project by Resolution No. 054-17R, passed on November 13, 2017; and

WHEREAS, this City Commission approved the awarding of the contract to Underground Utilities, Inc. of Monroeville, Ohio, for work to be performed for the Gartland Avenue Reconstruction Project by Ordinance No. 18-022, passed on January 22, 2018; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used and an extension in the final completion date from August 24, 2018, to November 18, 2018, to allow for the completion of the tree plantings which was delayed as the nursery supplier had to wait until after the first frost to bag and burlap the 2" tree species and deliver to the subcontractor; and

WHEREAS, the original contract with Underground Utilities, Inc. was \$903,788.80, and with the **deduction** of this First & Final Change Order in the amount of \$5,387.99, the final contract cost is \$898,400.81 of which \$488,231.81 will be paid with Sewer Funds, \$293,505.51 will be paid with Water Funds and the remaining balance of \$116,663.49 will be paid with Issue 8 funds from the Capital Projects Fund; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Gartland Avenue Reconstruction Project and to deduct from the contract amount the sum of Five Thousand Three Hundred Eighty Seven and 99/100 Dollars (\$5,387.99) resulting in the final contract cost of Eight Hundred Ninety Eight Thousand Four Hundred and 81/100 Dollars (\$898,400.81) with Underground Utilities, Inc. of Monroeville, Ohio, and to extend the final completion date from August 24, 2018, to November 18, 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.

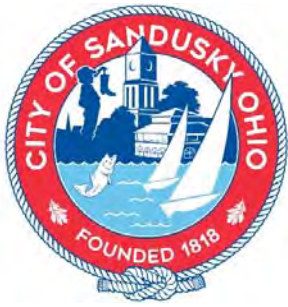
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take

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: December 21, 2018



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: December 10, 2018

Subject: To retain a consultant for the preparation of the U.S. Department of Housing and Urban Development (HUD) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan and Update to the Analysis of Impediments to Fair Housing - Wade Trim Associates, Inc., 500 Griswold Street Suite 2500, Detroit, Michigan 48226

Item for Consideration: Consideration is being requested to enter into a contract with Wade Trim Associates, Inc. of Detroit, Michigan, to act as the City's consultant for the coordination, administration, development and implementation of the City's Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan and Update to the Analysis of Impediments to Fair Housing.

In order to select a planning consultant, a request for proposals was solicited and advertised on the Ohio Conference of Community Development website and the City of Sandusky's website.

Wade Trim Associates, Inc. was one of 2 proposals submitted for the RFP process. The proposals were reviewed by City staff and Wade Trim was selected using the RFP's evaluation criteria. This criteria evaluated the company's experience, qualifications and proposal presentation.

Wade Trim Associates, Inc. has provided services to communities in Ohio, including the City of Sandusky's previous Consolidated Plan and One Year Action Plan, as well as Florida and Michigan for planning and community development activities including the preparation and coordination of Five Year Consolidated Plans and Annual Action Plans. Based upon their experience, qualifications, and cost they were selected as the most qualified firm.

Budgetary Information: The total cost for the professional services is not to exceed \$35,850 for the coordination, administration, development and implementation of the City's Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan & Update to the Analysis of Impediments to Fair Housing, under the rules and regulations of the U.S. Department of Housing and Urban Development Community Development Block Grant. There is no impact to the City's General Fund. All funds will be allocated out of the FY 2018 CDBG Administration budget.

Action Requested: It is requested that the proper legislation be prepared authorizing the City Manager to enter into a contract with Wade Trim Associates, Inc. for professional services for the implementation of the City's CDBG 2019-2023 Consolidated Plan, 2019 One-Year Action Plan & Update to the Analysis of Impediments to Fair Housing. In order to execute a contract and allow Wade Trim Associates, Inc. to complete and submit the plans to the United States Department of Housing and Urban Development (HUD) by the deadline of May 15, 2019, it is further requested that this legislation be passed under suspension of the rules in accordance with Section 14 of the City Charter.

Arielle Blanca
Community Development Manager

I concur with this recommendation:

Eric Wobser
City Manager

Matt Lasko
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WADE TRIM ASSOCIATES, INC., OF DETROIT, MICHIGAN, FOR PROFESSIONAL SERVICES FOR THE PREPARATION OF THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) 2019-2023 CONSOLIDATED PLAN, 2019 ONE-YEAR ACTION PLAN, AND UPDATE TO THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Wade Trim Associates, Inc. will provide professional services for the preparation, coordination, administration, development and implementation of the of the City's Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan, and Update to the Analysis of Impediments to Fair Housing under the rules and regulations of the U.S. Department of Housing and Urban Development Community Development Block Grant Program; and

WHEREAS, a Request for Proposals (RFP) was issued for the preparation of the U.S. Department of Housing & Urban Development (HUD) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan, and Update to the Analysis of Impediments to Fair Housing in which two (2) proposals were received, evaluated, and scored by a committee comprised of City Staff and based upon their experience and qualifications, Wade Trim Associates, Inc., of Detroit, Michigan was selected and the most qualified firm; and

WHEREAS, the cost for the professional services is \$35,850.00 and will be paid with Community Development Block Grant (CDBG) funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute a contract and allow Wade Trim Associates, Inc. to complete and submit the plans to the United States Department of Housing and Urban Development by the deadline of May 15, 2019; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Wade Trim Associates, Inc., of Cleveland, Ohio, for professional services for the preparation of the U.S. Department of Housing & Urban Development (HUD) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan,

and Update to the Analysis of Impediments to Fair Housing, a copy of which is marked Exhibit "1" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, in an amount **not to exceed** Thirty Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$35,850.00).

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

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

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

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

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

Passed: December 21, 2018

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this _____ day of _____, 2018, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Wade Trim Associates, Inc., 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226, herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the City and the Consultant agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide consulting services to assist the City with the preparation of the U.S. Department of Housing & Urban Development (HUD) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan, and Update to the Analysis of Impediments to Fair Housing consistent with the Consultant's Proposal, a copy of which is marked Exhibit "A" and is specifically incorporated as if fully rewritten herein.

This Agreement has been authorized to be executed by the Sandusky City Commission pursuant to Ordinance No. _____, passed on December 21, 2018, and effective on December 21, 2018.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to perform the services as described in Exhibit "A", a copy of which is attached and specifically incorporated as if fully rewritten herein.

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

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

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that it is an independent contractor while performing the services required in the Agreement, and any personnel required to perform the services in this Agreement will not be employees of the City.

IV. INSURANCE AND INDEMNIFICATION

4.1. Insurance

4.1.1. Casualty Insurance. Except when a modification is requested in writing by the Consultant and approved in writing by the City, the Consultant shall carry and maintain at the Consultant's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

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

4.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Consultant, the Consultant shall maintain insurance to protect against claims arising from the performance of the Consultant's services caused by any negligent acts, errors or omissions for which the

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

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

4.2. Indemnification.

4.2.1. Indemnification by Consultant Generally. The Consultant shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by or result from performance to the Consultant's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors or omissions of the Consultant, or anyone directly employed by the Consultant. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

4.2.2. Intellectual Property Indemnification. The Consultant shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees and representatives from and against insurable damages, losses and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Consultant, or anyone directly employed by the Consultant. The Consultant shall

not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this Agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless required by law or specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid for the services performed in accordance with this Agreement in an amount not to exceed Thirty Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$35,850.00) without further City Commission approval. Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

VII. TERMINATION FOR CAUSE

Notwithstanding any other provision of this Agreement, either party may terminate this agreement for cause by giving five (5) days written notice to the other party.

Notice of termination shall be by certified mail, return receipt requested, to Consultant at 500 Griswold Avenue, Suite 2500, Detroit, Michigan 48226 and to the City at 222 Meigs Street, Sandusky, Ohio, 44870, Attention: City Manager, with a copy to the Chief Development Officer.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, contracts, financial records, and any other documents relating to the scope of services that may be in possession of Consultant at the time of termination.

VIII. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Agreement anytime by giving thirty (30) days written notice to the Consultant at the address indicated in Section VII. Consultant shall surrender to the City copies of the completed work, work in progress, and any reports, records, contracts, financial records, and any other documents relating to the scope of services that may be in the possession of Consultant at the time of termination. Consultant shall be paid an amount that bears the same ratio to the total services of the Consultant covered in this Agreement, less payments of compensation previous made.

IX. NOTICE

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

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

Wade Trim Associates, Inc.
Jason T. Smith, Project Manager
500 Griswold Street
Suite 2500
Detroit, MI 48226

X. GOVERNING LAW

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

XI. PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

If the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder before the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

XII. EQUAL EMPLOYMENT OPPORTUNITY

In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

XIII. CIVIL RIGHTS ACT

The Consultant agrees to comply with applicable laws of Title VI of the Civil Rights Act of 1964 (Pub. L. 85-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subject to the discrimination under any program or activity for which federal assistance is provided and will immediately take any measures to achieve this assurance as applicable. The Consultant recognizes that the United States has a right to seek judicial enforcement,

XIV. INTEREST OF CITY OFFICIALS AND OTHERS

No officer, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the locality or localities in which the City is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project will participate in any decision relating to this Agreement that affects his/hers personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds of it.

XV. ASSIGNABILITY

The Consultant will not assign any interest in this Agreement, and will not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Agreement may be assigned without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

XVI. INTEREST OF CONSULTANT

The Consultant covenants that he present has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and no person having any such interest will be employed.

XVII. FINDINGS CONFIDENTIAL

No reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement will be made available to any individual or organization by the Consultant without prior approval of the City except the communication of necessary information between responsible parties who are involved with the Scope of Services, and the provision of information to the public that is normally and reasonably a part of the citizen participation responsibility under the federal grant program.

XVIII. OFFICIALS NOT TO BENEFIT

No members of, or delegate to, the Congress of the United States of American, and no resident U.S. Commissioner, will be admitted to any share or part hereof or to any benefit to arise her from.

XIX. COPYRIGHT

No material produced in whole or in part under this Agreement will be subject to copyright in the United States or any other country. The City will have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part any reports, data or other materials prepared under this Agreement.

XX. ACCESS TO BOOKS

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, will have access to any books, documents, papers and records of the Consultant that are directly pertinent to a specific grant program for making audit, examination, excerpts, and transcriptions.

XXI. LOBBYING

The Consultant certifies, to the best of his or her knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any employee of a Member of Congress in connection with the awarding of Federal Contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," according to its instructions; and

- (C) The Consultant will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and all subcontractors will certify and reveal accordingly.

XXII. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of the Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

XXIII. SEVERABILITY

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

XXIV. AMENDMENTS

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

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

WADE TRIM ASSOCIATES, INC.

(Signature)

Jason T. Smith, Project Manager

Approved as to Form:

Trevor M. Hayberger - #0075112
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2019 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Hank Solowiej
Director of Finance

Account Number



Wade Trim Associates, Inc.
500 Griswold Street • Suite 2500 • Detroit, MI 48226
313.961.3650 • www.wadetrim.com

November 16, 2018

City of Sandusky
Community Development Office
222 Meigs Street
Sandusky, OH 44870

Attention: Arielle Blanca, Community Development Manager

Re: Request for Proposals and Cost for Consulting Services for Preparation of the HUD 2019-2023 Consolidated Plan, 2019 One Year Action Plan, and Update to the Analysis of Impediments to Fair Housing

Dear Selection Committee:

The City of Sandusky is requesting assistance with the development of a Five-Year Consolidated Plan, Annual Action Plan, and Update to the Analysis of Impediments to Fair Housing for their Community Development Block Grant (CDBG) Program. The City is an entitlement community and must prepare the Consolidated Plan to receive grant funds from the U.S. Department of Housing and Urban Development (HUD).

Wade Trim, a multidisciplinary planning and engineering firm, brings depth of experience with HUD-related programs including Consolidated Plans, Annual Action Plans, Environmental Review Records, Analysis of Impediments to Fair Housing, Neighborhood Stabilization Programs, housing needs assessments, and other programs for communities and counties throughout the country. In 2014, we completed the City of Sandusky's 2014-2018 Five-Year Consolidated Plan and look forward to updating the City's HUD documentation. Our planning staff bring expertise in the Consolidated Plan update process and comprehensive knowledge of issues and legal requirements related to the Fair Housing Act.

With Wade Trim, the City of Sandusky will get:

- A Project Manager who specializes in HUD-related programs and has successfully managed over two dozen Consolidated Plan projects for communities including the City of Sandusky
- Seasoned team members proficient in the use of HUD's software and websites, including the HUD eCon Planning Suite and IDIS
- A comprehensive public participation and data compilation process
- Deliverables that will meet the City's needs and requirements for Plan submittal and adoption

We look forward to the opportunity to discuss our proposal with you. You may reach us at 313.961.3650 if you have questions or need additional information.

Sincerely,

Wade Trim Associates, Inc.

A handwritten signature in black ink, appearing to read 'Shawn W. Keough'.

Shawn W. Keough, PE
Senior Vice President

A handwritten signature in black ink, appearing to read 'Jason T. Smith'.

Jason T. Smith, AICP
Project Manager



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Section 1



QUALIFICATIONS

The City of Sandusky is seeking proposals from consulting firms to provide professional services in the development of a 2019-2023 Five-Year Consolidated Plan and 2019 Annual Action Plan. The current plan, which expires June 30, 2019, must be updated. Additionally, the City is seeking to update their existing Analysis of Impediments to Fair Housing Choice (AI).

To meet the requirements of the U.S. Department of Housing and Urban Development (HUD), this update process must include public participation to obtain input, data compilation and analysis, and development of the complete Consolidated Plan, a monitoring plan, and an Annual Action Plan. Proficiency in HUD's Integrated Disbursement and Information System (IDIS) software and the eCon Planning Suite is necessary as well as the use of the Consolidated Plan template at IDIS Online and the Community Planning Development (CPD) Maps website.

Wade Trim is committed to performing the scope of work presented in Section 3 to assist the City in preparing an updated Consolidated Plan, Annual Action Plan, and AI that will meet HUD's document and submittal requirements. Our project schedule is provided in Section 4.

1.1 WADE TRIM

Wade Trim, a Detroit-based corporation, provides professional planning and engineering services to municipalities like the City of Sandusky. We offer the City a full-service firm with a history of excel-

lence in serving municipal clients. Firm-wide, we have more than 500 professionals and support staff in 20 offices in 10 states including multiple offices in Ohio.

Work for the City of Sandusky will be provided from our Detroit location:

500 Griswold Avenue, Suite 2500

Detroit, MI 48226

313.961.3650

www.wadetrim.com

Wade Trim has been providing community and economic development consulting services for more than 40 years and has been assisting communities in the administration of their Community Development Block Grant (CDBG) programs since the Federal program was initiated in 1974. Our firm brings significant experience with HUD-related programs. In Ohio, we assisted the City of Sandusky with their 2014-2018 Five Year Consolidated Plan to allocate more than \$700,000 in CDBG funds annually. We have also worked with the City of Lorain. In Michigan, we have worked closely with the Cities of Kalamazoo, Dearborn Heights, and Flint, and Redford Township. In Florida, we have assisted Manatee and Hillsborough Counties, the Cities of Clearwater and Bradenton, and the Village of Wellington on their CDBG programs.

Our work with communities includes CDBG, HOME, Neighborhood Stabilization Programs (NSP), HUD-required Consolidated Plans, Annual Action Plans, Analysis of Impediments to Fair Housing Studies, and all public participation activities related to these programs.

Wade Trim performs a comprehensive program for Consolidated Plans and Housing Studies that ensures plans and reports truly reflect conditions in a community, develops actions designed to address conditions and needs, and complies with HUD requirements. Some of the data gathered and analyzed includes population demographics, relevant regulatory and statutory policies, public and private practices, and recorded violations and testing.

Our planners have worked with the HUD Dollar Home Program and Section 108 Loan Guarantees.

Ongoing CDBG program administration services provided include support for program year budget development, completion of Environmental Review Records, and required studies and reports.

With our range of disciplines, we are able to consider a project from community development, engineering, and funding perspectives. Using this expertise in combination with current ideas and techniques, we deliver a custom fit solution for each client. Wade Trim also assists in securing funding dollars from regional, state and federal agencies.

Our planners utilize the new mapping system and data collection system that was developed by HUD and implemented in November 2012. In addition, we are familiar with the updated version of the Integrated Disbursement and Information System (IDIS). Wade Trim is proficient with the IDIS and each of our assigned staff have IDIS access for the City of Sandusky. This will facilitate a smooth update process. Our proposed Project Manager and one of our Project Planners has participated in HUD's IDIS and eCon Planning Suite training and will lead the efforts for the Sandusky project. Wade Trim will assist the City in the collection of data and submission of documents digitally.

1.2 SIMILAR PROJECTS COMPLETED

Wade Trim provides a wide range of planning and program administration services to communities and counties. During the past three years, we have provided HUD-related services for the following clients:

City of Flint, MI
2017-2022 Consolidated Plan
<https://www.cityofflint.com/wp-content/uploads/City-of-Flint-2017-2021-Consolidated-Plan-FINAL.pdf>

City of Dearborn Heights, MI
2016-2021 Consolidated Plan
https://www.egovlink.com/public_documents300/dearbornheights/published_documents/CEDD/Final%202016%20Consolidated%20Plan.pdf

Charter Township of Redford, MI
2016-2021 Consolidated Plan
http://www.redfordtwp.com/LinkClick.aspx?fileticket=eTkTldyL_Kk%3d&portalid=1072

City of Kalamazoo, MI
Assistance with 2014-2018 Consolidated Plan and Analysis of Impediments to Fair Housing
<https://www.kalamazoocity.org/communitydevelopmentdocs/214-consolidated-plan-2014-2018/file>

Village of Wellington, FL
2017-2022 Consolidated Plan
<https://www.wellingtonfl.gov/home/showdocument?id=15618>

City of Clearwater, FL
2016-2020 Consolidated Plan and Comprehensive Housing Study
<https://www.myclearwater.com/home/showdocument?id=2273>

Manatee County, FL
2017-2021 Consolidated Plan and CDBG Assistance/Administration
https://www.mymanatee.org/UserFiles/Servers/Server_7588306/File/Departments/Redevelopment%20and%20Economic%20Opportunity/Community%20Development/Reports/2017-22%20Consolidated%20Plan%20and%202017-18%20Action%20Plan%20Part%201%20-%20Final.PDF

City of Lorain, OH
2015-2019 Consolidated Plan
<http://www.cityoflorain.org/DocumentCenter/View/749/Five-Year-Consolidated-Plan-20152016---20192020-and-Annual-Action-Plan-Program-Year-2015-2016>

Canton Township, MI
2016-2020 Consolidated Plan
https://www.canton-mi.org/DocumentCenter/View/4049/Canton_5YR_Con_Plan_2016_2020_FINAL

1.3 REFERENCES

References with whom you may speak who can attest to our services are provided.

Michael Dennis
Director of Community Development
Charter Township of Redford
12121 Hemingway
Redford, MI 48239
313.387.2785
mdennis@redfordtwp.com
Services provided: 2016-2021 Consolidated Plan, 2011-2016 Consolidated Plan, 2006-2011 Consolidated Plan, all Annual Action Plans and Environmental Review Records since 2006, Analysis of Impediments to Fair Housing

William O'Shea
Community Development Project Manager
Manatee County Redevelopment and Economic Opportunity Department
1112 Manatee Avenue West Bradenton, FL 34255
941.749.3029 ext. 3937
bill.oshea@mymanatee.org
Services provided: 2017-2021 Consolidated Plan, 2006-2011 Consolidated Plan, 2012-2017 Consolidated Plan, all Annual Action Plans since 2006, CAPER Assistance, Assessment of Fair Housing

Christopher Klimchalk
Grants Coordinator
City of Dearborn Heights
26155 Richardson
Dearborn Heights, MI 48127
313.791.3505
clklimchalk@ci.dearborn-heights.mi.us
Services provided: 2016-2021 Consolidated Plan, 2011-2016 Consolidated Plan, all Annual Action Plans and Environmental Review Records since 2011

Kellie Glenn
Director of Building, Housing, and Planning Departments
City of Lorain
200 W. Erie Avenue - 5th Floor
Lorain, OH 44052
440.204.2020
Kellie_Glenn@cityoflorain.org
Services provided: 2015-2019 Consolidated Plan

Jacquelin Richardson
Housing and Community Development
Department Head
City of Gainesville
P.O. Box 490, Station 10B
Gainesville, FL 32627
richardsjs@cityofgainesville.org
Services provided: 2013-2018 Consolidated Plan and Annual Action Plan

Mike Sheppard
Financial Analyst
Charter Township of Canton
1150 S. Canton Center Road
3rd Floor
Canton, MI 48188
mike.sheppard@canton-mi.org
Services provided: 2016-2020 Consolidated Plan and Annual Action Plan, Analysis of Impediments to Fair Housing

1.4 CURRENT PROJECTS

The project team is currently working on the Michigan City, IN, Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice. Additionally, our project team is assisting Sierra Vista, AZ, with their second Five-Year Consolidated Plan. Both of these projects have just gotten underway.

On-going assistance with federal programs is also being provided to the City of Dearborn Heights and Redford Township, MI, Sierra Vista, AZ, and Manatee County, FL.

1.5 PROJECT MANAGER



Our Project Manager, Jason Smith, AICP, is an expert in HUD and other federal programs and reporting requirements including Five-Year Consolidated Plans, Action Plans, Assessment of Fair Housing (AFH), Analysis of Impediments to Fair Housing (AI), housing assessments, and other studies. Since 2010, Jason has managed dozens of Five-Year Consolidated Plans for client communities. His experience also includes Neighborhood Stabili-

zation Substantial Amendments, Consolidated Annual Performance Evaluation Reports (CAPERs), Energy Efficiency and Conservation Block Grants, economic development strategies, and government funding assistance. He has assisted and administered Community Development Block Grant (CDBG) and Neighborhood Stabilization Programs (NSP) in Ohio, Michigan, Florida, Indiana, and Arizona. His planning projects also include community master plans, zoning ordinances, and Downtown Development Authority plans.

Jason can be reached at:
500 Griswold Avenue, Suite 2500
Detroit, MI 48226
313.961.3650/800.482.2864
jsmith@wadetrim.com

1.6 KEY STAFF

Jason will be assisted by two Wade Trim planning professionals with extensive experience working on Five-Year Consolidated Plans and Annual Action Plans.



Amanda Warner is a Project Planner who focuses on affordable housing strategies, neighborhood/area plans, state-mandated comprehensive planning, Community Redevelopment Agency (CRA) master plans, system-wide facility master plans (e.g., parks and recreation, emergency services, libraries, schools, etc.), and other special area studies. She has experience with media contacts, legal advertisement, notification of property owner and elected/appointed officials, and workshop facilitation. Amanda also has extensive experience with planning-related applications of Geographic Information Systems (GIS). She has collected and analyzed population, demographic, and socio-economic data to support state-mandated comprehensive plan elements for cities throughout Florida. Amanda has prepared redevelopment plans, including CRA master plans and overlay districts, and has participated in the development of zoning regulations and design guidelines to incentivize redevelopment within distressed areas of Cities. She has also prepared HUD grant appli-

cations that have successfully secured funding for Wade Trim clients.



Michelle Leppke is a Project Planner who provides services for Annual Action Plans, Environmental Review, and related studies. She has provided ongoing CDBG program assistance for multiple communities. Michelle brings expertise in data research and analysis, report preparation, and GIS-based mapping. She is also familiar with IDIS and eCon Planning Suite.

Resumes for our Project Manager and key staff follow.

JASON SMITH, AICP

ROLE Project Manager

EDUCATION

- > BS, Public Administration, Urban and Regional Planning concentration, Eastern Michigan University
- > Graduate Coursework, Urban and Regional Planning and GIS, Eastern Michigan University

REGISTRATION

American Institute of Certified Planners

QUALIFICATIONS

- > 14 years of planning experience with expertise in HUD and other federally-funded programs including Community Development Block Grant (CDBG) Planning and Analysis of Impediments to Fair Housing Choice (Assessment of Fair Housing), Housing Assessments and Studies
- > Has utilized the HUD IDIS Online and eCon Planning Suite in completing nine Consolidated Plans since the system was established in 2012
- > Assists many communities with the ongoing requirements of CDBG programs. Has prepared dozens of five-year consolidated plans for counties and communities since 2006.
- > Experienced utilizing the Assessment of Fair Housing Tool and User Interface

REPRESENTATIVE PROJECT EXPERIENCE

- Sandusky 2014-2018 Five-Year Consolidated Plan, City of Sandusky, OH. Project Manager for development of the Sandusky Consolidated Plan to allocate more than \$700,000 in CDBG funds annually. Provided GIS/mapping, demographic and housing market analysis. Prepared the needs assessment and analyzed public input to determine goals and objectives.
- Manatee County 2012-2017 Consolidated Plan and CDBG As-Needed Services, 2007-2012 Consolidated Plan and Annual Action Plan, FL. Project Manager. Worked with the County in developing and administering its CDBG program. Worked with staff and elected officials to allocate CDBG funds totaling more than \$2 million per year.

- Clearwater 2016-2021 and 2011-2016 Consolidated Plans, City of Clearwater, FL. Project Manager. Assisted in the development of the City's Five-Year Consolidated Plans, Annual Action Plan, and Citizen Participation Plan.
- Wellington 2017-2022 Consolidated Plan and Action Plan, Village of Wellington, FL. Project Planner. Assisted with the development of the Wellington Consolidated Plan to allocate more than \$200,000 in CDBG funds annually. Prepared all sections of the plan in HUD's Integrated Disbursement and Information System (IDIS), provided GIS/mapping series, updated the Citizen Participation Plan, and incorporated community development projects identified by the Village.
- Rubonia Neighborhood Action Plan, Manatee County, FL. Project Manager. Worked with Manatee County and neighborhood representatives to identify and prioritize capital improvements within the low-income neighborhood of Rubonia.
- Hillsborough County 2011-2016 Consolidated Plan, FL. Project Manager. Assisted Hillsborough County in development of the Consolidated Plan. Worked with staff and officials to allocate over \$9 million in CDBG, HOME, and development needs.
- Comprehensive Housing Study, City of Clearwater, FL. Project Planner. Assisted in the development of a comprehensive housing study for the City. Researched foreclosure trends, cost burden, rental market analysis, and demographics.
- Bradenton CDBG, City of Bradenton, FL. Project Planner. Assisted with CDBG projects, including One-Year Action Plans, CAPER, Citizen Participation Plan, monitoring, subrecipient training, and completion of a procedural manual for City staff.
- Gainesville 2013-2018 Consolidated Plan, City of Gainesville, FL. Project Planner. Preparation of the City of Gainesville's Five-Year Consolidated Plan for CDBG and HOME program funding.

JASON SMITH, AICP

- Flint 2011-2016 Consolidated Plan, City of Flint, MI. Project Planner. Assisted with the Flint Five-Year Consolidated Plan, a process that included extensive public involvement.
- Kalamazoo 2014-2018 and 2017-2021 Consolidated Plans and Analysis of Impediments to Fair Housing, City of Kalamazoo, MI. Project Manager. Assisted with the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing. Used the HUD eCon Planning Suite and IDIS Online System.
- Canton 2016-2020 Consolidated Plan and 2016 Assessment of Fair Housing, Charter Township of Canton, MI. Project Manager. Assisted with the Five-Year Consolidated Plan developed using the HUD eCon Planning Suite and IDIS Online System. The project includes development of a CDBG Action Plan, Citizen Participation Plan, and public participation meetings.
- Saginaw 2011-2016 Consolidated Plan, City of Saginaw, MI. Principal Planner. Assisted with the Five-Year Consolidated Plan, including development of an Annual Action Plan to allocate CDBG funds over a five-year period and a Citizen Participation Plan. Performed data collection and analysis for the various plan sections.
- Lorain 2015-2019 Consolidated Plan, City of Lorain, OH. Project Manager. Worked on the development and submittal of the Consolidated Plan using the HUD eCon Planning Suite and IDIS Online System. Included development of a CDBG Action Plan, Citizen Participation Plan, and Public Participation Plan.
- Community Development Block Grant Program, City of Dearborn Heights, MI. Project Manager. Assisting the Community and Economic Development Boards in development of HUD-required documents including but not limited to the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Record, and Assessment of Fair Housing. Also provided ongoing as-needed planning and community development services for the City.
- Community Development Block Grant Program, Redford Township, MI. Project Manager. Assisted the Community and Economic Development Boards in development of HUD-required documents including but not limited to the Five-Year Consolidated Plan, Annual Action Plans, Environmental Review Records, and CAPERs. Assisted in securing a \$3.7-million HUD Section 108 Loan. Also provided ongoing as-needed planning and community development services for the City.
- Analysis of Impediments to Fair Housing, City of Dearborn, MI. Project Planner. Worked on the analysis of impediments to fair housing for Dearborn to ensure continued compliance with applicable fair housing policies to meet HUD requirements.
- Michigan City 2014-2018 and 2019-2023 Consolidated Plans, City of Michigan City, IN. Project Manager. Worked on the Five-Year Consolidated Plan utilizing the HUD eCon Planning Suite and IDIS Online System. The project included development of a CDBG Action Plan, Citizen Participation Plan, and Public Participation meetings.
- Taylor Consolidated Plan and CDBG Annual Action Plans, City of Taylor, MI. Project Manager. Assisted in developing the City's 2010-2015 Consolidated Plan. Provided Action Plans and Consolidated Annual Performance Evaluation Report (CAPERs) assistance since 2009.
- Fair Housing Studies. Project Manager. Assisted in developing HUD-required Fair Housing Studies in Sandusky, OH, Michigan City, IN, Manatee County, FL, and Westland, Livonia, Redford Township, Kalamazoo, and Canton Township, MI.

AMANDA WARNER, AICP

ROLE Project Planner

EDUCATION

- > BA, Studio Art, Hollins University
- > Graduate Certificate, Women's Studies, University of South Florida
- > Graduate Coursework, Geography (Environmental Science and Policy), GIS, Architecture and Community Design, University of South Florida

REGISTRATION

American Institute of Certified Planners

QUALIFICATIONS

- > 16 years of planning experience focusing on affordable housing strategies, state-mandated comprehensive planning, community redevelopment agency master plans, facility master plans, and other special studies
- > Prepared many planning documents, including the incorporation of demographic, socioeconomic, and market data and analysis, existing conditions assessments, area mapping, goal and priority setting, and action items
- > Experienced workshop/charrette facilitation to ensure stakeholders are informed and may comment on community development needs
- > Experienced with planning-related applications of Geographic Information Systems (GIS)

REPRESENTATIVE PROJECT EXPERIENCE

- Wellington 2017-2022 Consolidated Plan and Action Plan, Village of Wellington, FL. Project Manager responsible for assisting in development of the Wellington Consolidated Plan to allocate more than \$200,000 in CDBG funds annually. Prepared all sections of the plan in HUD's Integrated Disbursement and Information System (IDIS), provided GIS/mapping services, updated the Citizen Participation Plan, and incorporated community development projects identified by the Village.
- Manatee County 2012-2017 and 2017-2022 Consolidated Plans and Action Plans, Manatee County, FL. Project Planner responsible for assisting in development of the Manatee

County Consolidated Plan to allocate CDBG, HOME, and ESG funds. Provided GIS/mapping, demographic and housing market analysis, and prepared select sections of the Plan. Prepared materials and facilitated public involvement efforts, including focus group and advisory board meetings.

- Clearwater Affordable Housing Incentives Strategy, 2017, City of Clearwater, FL. Project Planner. Produced final recommendations for City approval required by Florida's House Bill 1375 and Florida Statute 420.9076 requiring communities to adopt a plan to provide affordable housing. Analyzed the City's Comprehensive Plan and Community Development Code to identify barriers and opportunities for affordable housing. Facilitated workshops with the City's Affordable Housing Advisory Committee to generate discussion and strategies for providing incentives for affordable housing.
- Clearwater 2016-2020 Consolidated Plan and Action Plan, City of Clearwater, FL. Project Manager. The City's Consolidated Plan and Annual Action Plan were developed as a four-year plan to coincide with a future joint Assessment of Fair Housing (AFH) with Pinellas County. The project allocates more than \$900,000 in CDBG and HOME funds annually. Conducted weekly progress meetings with City staff; updated the Citizen Participation Plan to include recent AFH requirements; prepared the Needs Assessment, Market Analysis, Strategic Plan, and Action Plan sections of the Consolidated Plan document; and facilitated two community meetings—one housing/social service providers meeting and an online community survey.
- Rubonia 2016 Neighborhood Action Plan (NAP), Manatee County, FL. Project Planner. Assisted Manatee County staff and neighborhood representatives to inventory the existing conditions of the neighborhood, including the collection of demographic and socioeconomic data, GIS mapping, and survey of properties/building conditions. Prepared an Action Plan that identifies and prioritizes capital improvements within the low-income neighborhood of Rubonia.

- 14th Street West Community Redevelopment District (CRA) Overlay Zoning District and Design Guidelines, Manatee County, FL. Project Planner. Participated in the development of zoning regulations and design guidelines to incentivize redevelopment within a distressed area of the County. Responsibilities included performing GIS-based analysis of land use patterns and resources (existing street grid, circulation patterns, activity centers, architectural character, and so on) to facilitate the design process.
- University Area Rental/Redevelopment Study for Hillsborough County City-County Planning Commission and Hillsborough County Affordable Housing Services, FL. Project Manager for redevelopment study for the University Area, located just west of the University of South Florida. The area is characterized by a high percentage of rental properties. The project included the collection and presentation of population and household trends, housing stock and conditions, land use, building and ownership patterns, and income and rental market data. The resulting analysis identified site ranking criteria, site priority recommendations, and redevelopment strategies. The project was completed in the first quarter of 2012.
- Gainesville 2013-2018 Consolidated Plan, City of Gainesville, FL. Project Manager. Managed planning process for City of Gainesville's Five-Year Consolidated Plan and Annual Action Plan to allocate \$1.3 million in CDBG funds and \$540,000 in HOME funds annually. Facilitated two neighborhood meetings and four stakeholder interviews, as well as meetings with the City's advisory boards. Also briefed City Commission on the draft and final documents prior to submission to HUD. Entered both plans into HUD's Integrated Disbursement and Information System (IDIS) for digital submittal to the City of Gainesville and HUD.
- Clearwater 2011-2016 Five-Year Consolidated Plan, City of Clearwater, FL. Planner. Assisted in the development of the City's 2011-2016 Five-Year Consolidated Plan to allocate more than \$800,000 in CDBG funds annually. Provided GIS/mapping, demographic and housing market analysis, and prepared Community Development and Housing sections of the Plan. Facilitated public involvement efforts, including stakeholder and advisory board meetings.
- Hillsborough County 2011-2016 Consolidated Plan, Hillsborough County, FL. Project Planner. Assisted with development of the Consolidated Plan to allocate more than \$2 million in CDBG funds annually. Provided GIS/mapping, demographic and housing market analysis, and prepared the Housing and Homeless sections. Included public involvement.
- Clearwater Housing Market Study, 2009-2010, City of Clearwater, FL. Project Planner responsible for evaluating the direction of the housing market in Clearwater to facilitate development of housing strategies for the Local Housing Assistance Plan and Five-Year Consolidated Plan. Analyzed the City's population characteristics and growth trends, household characteristics, economic variables (major employers, industry trends, unemployment, commuting to work), and housing stock (unit types, tenure, age). Collected data on land availability, building permits, trends of sales and rental market, foreclosure identification, and housing affordability. Tasks included GIS-based mapping.
- Dunedin CRA Master Plan and Downtown/Waterfront Illustrative Corridor Plan, 2010-2011, City of Dunedin, FL. Project Planner. Updated the City's Downtown CRA Master Plan by evaluating plan outcomes since the CRA's inception in 1988. Engaged local stakeholders in a long-term vision for the Downtown and recommended strategies for the next 10 years. Included a design charrette and identified opportunities for enhancing the corridor between the City's downtown and waterfront. Responsibilities included GIS mapping and analysis of existing conditions; facilitation of community workshops to gather input from the public regarding the past, present, and future of the Downtown; and preparation of the master plan document.

MICHELLE LEPPEK, AICP

ROLE Project Planner

EDUCATION

- > MS, GIS, University of Washington
- > BS, Urban Planning, Michigan State University
- > BS, Horticulture, Sustainable and Organic emphasis, Michigan State University

REGISTRATION

American Institute of Certified Planners

QUALIFICATIONS

- > 5 years of experience providing services for Consolidated Plans, Annual Action Plans, Environmental Review, and related studies
- > Provides ongoing CDBG program assistance for multiple communities
- > Experience with IDIS and eCon Planning Suite
- > Skilled at data collection and analysis, as well as Geographic Information Systems

REPRESENTATIVE PROJECT EXPERIENCE

- Sandusky 2014-2018 Five-Year Consolidated Plan, City of Sandusky, OH. Project Planner for development of the Sandusky Consolidated Plan to allocate more than \$700,000 in CDBG funds annually. Provided GIS/mapping, demographic and housing market analysis. Prepared the needs assessment and analyzed public input to determine goals and objectives.
- Michigan City 2014-2018 Five-Year Consolidated Plan, City of Michigan City, IN. Project Planner for development of the Consolidated Plan to allocate more than \$650,000 in CDBG funds annually. Provided GIS/mapping, demographic and housing market analysis. Prepared the needs assessment and analyzed public input to determine goals and objectives.
- Community Development Block Grant Program, Redford Township, MI. Assisted in developing the 2014/2015 Annual Action Plan and Environmental Review Record and 2013/2014 CAPER through data research and GIS mapping.
- Community Development Block Grant Program, City of Taylor, MI. Assisted in developing the Annual Action Plans and Environmental Review Records through data research and GIS mapping for 2013/2014 and 2014/2015 program years.
- Community Development Block Grant Program, City of Dearborn Heights, MI. Assisted in developing Annual Action Plans and Environmental Review Records through data research and GIS mapping for 2013/2014 and 2014/2015 program years.
- Community Development Block Grant Program, Manatee County, FL. Assisted with developing the 2014/2015 Annual Action Plan through data research and GIS mapping.
- Manatee County 2014-2015 Action Plan, Manatee County, FL. Assisted in developing reports through data research and GIS mapping.
- Michigan Department of Natural Resources Trust Fund Grant Application, Harrison Township, MI. Project Planner responsible for assisting in preparation of a grant application to develop a Township-owned property for use as a nature trail.
- Residential Structural Quality Analysis, City of Sterling Heights, MI. Completed survey work to determine the structural quality of houses in Sterling Heights. Conducted the analysis for use in the City's Master Plan.
- Flood Litigation, Lincoln Park, MI. Assisted water resource engineers by georeferencing addresses for flood claimants.
- Parks, Recreation and Non-Motorized Master Plan, City of Sterling Heights, MI. Project Planner using GIS for map creation of non-motorized facilities and park service areas.
- Parks ADA Transition Plan, Redford Township, MI. Reviewed inspections of parks to determine ADA compliance. Provided report writing and contributed supplemental maps to the project.

MICHELLE LEPPEK, AICP

- Complete Streets Design Plan, Harrison Township, MI. Project Planner responsible for report writing, graphic creation, and mapping solutions.
- Sparrow Hospital Site Development Design Documents, City of Ionia, MI. Created graphic documents depicting site development options for the hospital site under R-1 Zoning.
- Sub-Area Plan Maps, Gaines Township, MI. Prepared maps including Existing Land Use, Character and Building Forms, and Sub-Area Limits Maps for use in the Sub-Area Plan.
- Community Education and Engagement Intern, The Greening of Detroit, MI. Guided neighborhood planning at five City parks incorporating neighborhood input. Contributed to six Camp Greening events teaching environmental stewardship to children. Generated landscape plans for vacant land on Detroit's East Side.
- Downtown Development Authority Action Plan, City of Linden, MI. Created design documents to represent potential future developments in the Linden downtown area.
- Parcel Creation and Revision, Worth Township, MI. Generated GIS parcels using AutoCAD drawings.
- Reformatting of the Zoning Ordinance, City of Wyoming, Kent County, MI. Prepared all graphics to illustrate lot sizes, setbacks, lot width, and lot coverage.
- Waterfront Redevelopment Plan, Harrison Township, MI. Contributed to waterfront redevelopment project through GIS/mapping, data research, and conducting stakeholder interviews.
- Housing Rehabilitation Program, Van Buren Township, MI. Organized application materials and communicated with applicants to the program.
- Accessory Building Graphics, Village of Sparta, MI. Prepared all accessory building graphics illustrating various options for consideration by the Planning Commission.
- CS-1525 West Side Monitoring and Modeling, GLWA, Detroit, MI. Provided GIS support in map presentation and graphic documents. Reviewed subcatchment delineation for accuracy in GIS.
- Interim Wet Weather Operations Plan (IWOP) under CS-169, GLWA, Detroit, MI. Radar rainfall analysis performed in the GIS environment. Utilized triangulated surface and surface contours to create rainfall isohyet data. Created maps for use in reports and presentation materials.
- East Side Flooding Analysis, CS-126, GLWA, Detroit, MI. Geocoded residential flooding locations and provided mapping for graphic presentation. Conducted radar rainfall analysis using GIS to determine the 3-hour probability of occurrence, peak rainfall, and total rainfall for flooding events.
- Sewer System Map Creation, Bay County, MI. Created extensive pipe and manhole shapefiles for six townships using engineering drawings.



PROJECT APPROACH

The Five-Year Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing are required by the U.S. Department of Housing and Urban Development (HUD) for local governments to receive continued entitlement funding. The Consolidated Plan brings together one consolidated submission of the planning and application requirements for federal CDBG, HOME Investment Partnerships (HOME), Emergency Shelter/Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA) grant-funded programs. The City of Sandusky receives funding through the CDBG program.

The City of Sandusky is responsible for developing and submitting their Five-Year Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing and wishes to work with a professional consultant to ensure all necessary components of the process are completed in a timely manner and meet HUD standards and requirements. Wade Trim will be responsible for completing the 2019-2023 Consolidated Plan, 2019 Annual Action Plan and Analysis of Impediments to Fair Housing and their numerous components.

2.1 SCOPE OF SERVICES

The City of Sandusky and Wade Trim will hold a project kick off meeting to begin the planning process so that the approved Five-Year Consolidated Plan and Annual Action Plan can be submitted to HUD by May 15, 2019.

The Project Team, working in concert with City of Sandusky staff, will provide the services described herein to complete the Five-Year Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice. This scope details the responsibilities of Wade Trim as well as those of the City, as noted in the Request For Proposals.

Public Participation Component

The Consolidated Plan process will follow the current adopted City of Sandusky Citizen Participation Plan. Wade Trim proposes to attend two public hearings/meetings. Wade Trim will also provide the following services:

- Coordinate with City staff to ensure compliance with publishing and advertising requirements to allow public input once drafts of the Consolidated Plan and Annual Action Plan are prepared.
- Conduct outreach to solicit comments from the public, including a link on the City's website and interactive on-line website/survey specific to this project.
- Prepare the necessary timelines and milestones for carrying out the public participation component.
- Attend and support the facilitation of up to two public hearings/meetings pursuant to Federal requirements.

Consultation/Consultant Presentations

Wade Trim's process for meetings, presentations and related tasks is outlined below. Wade Trim will:

- Meet with City staff to discuss expectations, priorities, CDBG grant administration history, available resources, strategies and timetables.
- The City will identify the key stakeholders such as local governmental agencies, social service agencies, public housing authorities, non-profit organizations, community-based organizations and other groups for public participation and consultation. The City will provide a list of these stakeholders to Wade Trim for use during the process.
- Consult on necessary advertisements for public hearings and public comment. City staff will be responsible for preparing advertisements, in addition to placement and payment of advertisements.

- Obtain information from the City that is immediately available to catapult the process, such as the existing Citizen Participation Plan, Five-Year Consolidated Plan, Annual Action Plan, public input received to date, and any other relevant information that will assist in understanding the historical context and priorities of the City.
- Establish a schedule to use as a baseline to complete the Five-Year Consolidated Plan and Annual Action Plan. The schedule will include meetings, hearings, milestones, approval processes and other critical benchmarks, as appropriate.
- Meet by phone with City staff to discuss draft documents. Complete any changes requested by City staff to prepare final documents.
- Conduct bi-weekly progress meetings by phone with City staff. These progress meetings will provide an opportunity to discuss options with City staff as necessary and develop priorities for incorporation into the Plan.

Development of the Components of the Consolidated Plan and Annual Action Plan

The process for developing the Consolidated Plan components is outlined as follows. Wade Trim will:

- Develop a draft Consolidated Plan that includes five-year funding goals, priorities and strategies, along with proposed accomplishments and performance measurements. The plan will follow the HUD checklist, narrative requirements and HUD guidance, taking into consideration improved ways to present and display information using eCon Planning Suite, as well as addressing Federal requirements.
- Perform a Housing and Homeless Needs Assessment to address homeless populations, needs of elders, senior housing and special needs populations.
 - This includes responding to the HUD requirement that grantees address how it will end homelessness.
 - This will also include any public input received by the City.
- Facilitate a Market Analysis to determine housing supply and demand, availability of affordable and public housing units, necessity of affordable housing preservation, barriers to

affordable housing, lead-based paint hazards and supply of housing for low- and moderate-income households.

- Develop a Strategic Plan to outline priorities, allocation methodology, target markets, beneficiaries, and challenges to creating affordable options and a plan to address special needs populations. This task will also address how the grantee plans to advance homeownership opportunities to minority groups as a part of revised regulations to bridge the gap and lessen existing disparities.
- Prepare an Annual Action Plan to outline resources that will be allotted to plan programs, identify projected outcomes and performance measures to be achieved over the 2019-2020 program year, define goals to be achieved through the CDBG Program, and map a process that develops the means to the end. A clear connection will be made between the Action Plan and Strategic Plan.
- Wade Trim will prepare information on the low- and moderate-income areas for consideration as program target areas.
- Consult on the process to select Action Plan projects through the public application process conducted by City staff.
- Assist City staff in preparing a Budget and Allocation Plan that will itemize anticipated funding over the next five years, uses of the funding and formula methodology to serve as the basis for developing an allocation plan for all activities.
- Provide Certifications to ensure compliance with all other cross-cutting Federal requirements.
- Consistent with existing City of Sandusky monitoring procedures, Wade Trim will document a Monitoring Plan that will outline the mechanisms the City will use to ensure compliance of its sub-recipients and beneficiaries of program funds. The monitoring plan will also outline frequency of monitoring and provide for grantee internal controls that measure performance, compliance and quality.
- For the duration of Wade Trim's contract, Wade Trim will coordinate with City staff to respond to all inquiries from HUD regarding the approved Consolidated Plan and Annual Action Plan.

Update the Analysis of Impediments to Fair Housing Choice

The process for developing the Analysis of Impediments to Fair Housing Choice components is outlined as follows. Wade Trim will:

- Update the Analysis of Impediments to Fair Housing Choice according to current HUD and other Federal regulations.
- Identify impediments and recommend remedies to overcome impediments to fair housing choices.
- Consult with private agencies, public agencies, and community groups as needed.

Preparation of Plan Materials and Deliverables

Following the public participation process and development of the Consolidated Plan and Annual Action Plan sections, Wade Trim will prepare Plan materials as follows:

- Provide a draft Consolidated Plan and draft Action Plan for City staff review and comment. Wade Trim will provide two bound copies, one unbound copy, and one electronic copy (Adobe .pdf) of the Draft Five-Year Consolidated Plan and Annual Action Plan no later than six days prior to distribution for public comment.
- Make plan changes or corrections requested by City staff in response to the draft documents.
- Make changes or corrections to the draft documents as necessitated by public hearings and public comment no later than 30 days prior to the City Commission public hearing to approve the Consolidated Plan.
- Once the draft is finalized, Wade Trim will provide four bound copies, one unbound copy and one electronic copy (Adobe .pdf) of the Final Five-Year Consolidated Plan and Annual Action Plan.
- Provide the Five-Year Consolidated Plan and Annual Action Plan to City staff for submission to HUD including any supporting maps, tables, charts or graphics, consistent with updated IDIS requirements.
- Wade Trim will ensure that all appropriate information is entered into IDIS online for viewing by the City. The City will be responsible to initiate the submission of the plans through IDIS online.

- Upon final payment, Wade Trim will provide all electronic files (Microsoft Word, Microsoft Excel or other formats) including complete Adobe .pdf files of the adopted Five-Year Consolidated Plan and Annual Action Plan.

2.2 ADDITIONAL SERVICES NOT INCLUDED IN SCOPE

Any additional services not included in this Scope will be provided at an additional fee.

SCHEDULE

The City has a set date with HUD for submission of their Final Five-Year Consolidated Plan and Annual Action Plan. Wade Trim will work with the City to ensure the May 15, 2019 date is met. Our proposed schedule is presented in Exhibit 1.

Exhibit 1 Proposed Project Schedule

DATE	TASK
December 1, 2018	Project Award (estimated)
December 14, 2018	Kick-Off Meeting - Project Team meets with City staff to discuss expectations, priorities, history, available resources, strategies and timetables. Begin to develop Consolidated Plan/Action Plan/AI components: research, compile and analyze data, and begin drafting assessment reports.
January/February 2019	Public Outreach (Meetings and Survey)
March 15, 2019	Submit Final Draft Documents to City staff for review (CPD, AAP and AI)
March 24, 2019	30-day Public Comment Period begins
April 22, 2019	Final Public Hearing with City Commission. City Commission approves the 2019-2023 Consolidated Plan and 2019 Action Plan. 30-day Public Comment Period ends.
April 26, 2019	Wade Trim submits final 2019-2023 Consolidated Plan and 2019 Action Plan to City for signatures (SF424, Certifications, etc.)
May 15, 2019	Deadline for City to submit 2019-2023 Consolidated Plan and 2019 Action Plan to HUD for review
May 16, 2019	HUD 45-day Review Period begins
July 1, 2019	City of Sandusky CDBG Program Year begins

COST

Wade Trim will provide the services for development of a Five-Year Consolidated Plan, Annual Action Plan, and Updated Analysis of Impediments to Fair Housing as described in our November 16, 2018, proposal for the lump-sum fee of \$35,850.

This fee is inclusive of expenses and travel.

A breakdown of fees by task is shown in Exhibit 2.

Exhibit 2 Proposed Project Cost	
TASK	FEE
In-Person Kick-Off Meeting	\$850
Consultation/Meetings	\$3,000
Five-Year Consolidated Plan	\$14,000
Annual Action Plan	\$4,500
Updated Analysis of Impediments to Fair Housing	\$11,000
Document Production/Submittal	\$2,500
Total	\$35,850



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
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www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: December 11, 2018
Subject: Commission Agenda Item – Enterprise Zone (EZ) Amendment

Items for Consideration: Legislation approving a First Amendment to the Enterprise Zone Tax Abatement Agreement between the City of Sandusky and Chris Andrews, LLC (d.b.a. Ohio Truck Sales), an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: In February of 2017, the City entered into an Enterprise Zone Tax Abatement Agreement (the “Agreement”) with Chris Andrews, LLC (d.b.a. Ohio Truck Sales). The agreement, provided for a 10-year, 75% real estate tax abatement on the increased value of the property post-construction.

Ohio Truck Sales, which relocated to George Street in Sandusky from Perkins Township, involved the following construction activities: new office/sales facility, new warehouse and facility for refurbishing trucks, new concrete parking, new fencing, and other site improvements. Per the Agreement the anticipated final investment is approximated at \$1,228,000 with an additional \$1,000,000-\$1,300,000 in inventory on-site at any given time. A minimum of ten (10) new permanent full-time jobs are anticipated, with additional annual payroll of \$250,000.

Due to the extent of the project, construction has taken longer than anticipated. Although all the facilities are now constructed and operational, there is still some ongoing site work (concrete parking and fencing) remaining that may result in construction carrying into very early 2019. Per the Agreement, the commencement of the abatement period cannot occur after 2018 nor extend beyond 2027. Under the current Agreement, the Company is likely to lose a portion of its approved abatement benefit.

As such, staff is recommending entering in a First Amendment to the Enterprise Zone Tax Abatement Agreement that will (1) revise Section 1 to change the construction completion date to June 30, 2019, and (2) revise Section 5 to state that no exemption shall commence after June 30, 2019, nor extend beyond June 30, 2028. By doing so, this will ensure the Company receives the full benefit of the exemption for ten (10) years as was the desires of both the Sandusky City Schools and the Sandusky City Commission.

Pursuant to ORC Section 5709.83, the Sandusky City Schools have been afforded the appropriate notice of the amendment based on a certain school notification letter that was delivered on November 29, 2018.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create a minimum of ten (10) full-time equivalent employment positions in addition to the current full-time employees that will be subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a First Amendment to the Enterprise Zone Tax Abatement Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for the project to not lose any portion of the originally approved 10-year abatement benefit.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
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November 29, 2018

Gina Deppert, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

Re: Chris Andrews, LLC - Request for Enterprise Zone Agreement First Amendment

Dear Ms. Deppert:

The City of Sandusky and Sandusky City Schools had previously approved a tax abatement request from Chris Andrews, LLC under the Enterprise Zone (EZ) abatement program for the renovation of the vacant and underutilized properties located at 1801 and 1707 George Street, Sandusky, Ohio 44870. Relevant terms of the initial agreement included the following:

1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75%. The company was granted abatement on the appraised value of the new real improvements.
2. The company's investment included increasing the size of the building at 1801 George Street and renovating the building at 1707 George Street. Further, a new fence, parking lot, and driveway have been or are in the process of being added. Total physical investment exceeded \$1,250,000 – which does not include the \$1,000,000+ in on-site inventory.
3. The company pays an annual monitoring fee of \$200 payable to the City of Sandusky for each year the agreement is effective.
4. The company will/has create(d) a minimum of five (5) new full-time equivalent jobs by December 31, 2018 and an additional five (5) new full-time equivalent jobs by December 31, 2019. Its new additional payroll is in excess of \$250,000 annually. This is above and beyond the 20+ position that already existed and moved into the City.

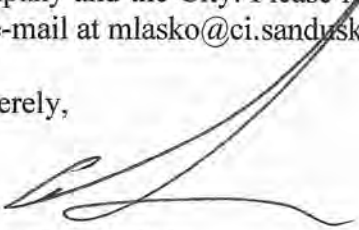
Based on the original agreement that was executed, no abatement can commence after 2018 nor extend beyond 2027. The construction process has taken longer than originally anticipated given the extent of the project and will extend into 2019. To ensure the full 10-year benefit of the abatement, the City's Community Development Department is recommending amending Section 5 of the agreement to now state that no abatement shall commence after June 30, 2019 nor extend beyond June 30, 2028.

This project has resulted in a major capital investment into the community on what was a vacant property and significant employment additions. We believe that the company has made good faith efforts to move as swiftly as reasonably possible to complete construction and has met or exceeded all other requirement of the agreement. Therefore, the City believes a modest extension to ensure full benefit of the abatement period is warranted and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the City desires to amend the existing agreement to change the 10-year term of the abatement from 2018-2027 to 2019-2028.

We have attached the fully executed Enterprise Zone Agreement for reference entered into between the Company and the City. Please review these documents and contact the undersigned at 419-627-5707 or via e-mail at mlasko@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M. Lasko', with a long, sweeping horizontal stroke extending to the right.

Matthew D. Lasko
Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN ENTERPRISE ZONE AGREEMENT WITH CHRIS ANDREWS, LLC (D.B.A. OHIO TRUCK SALES); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Chris Andrews, the sole owner of Chris Andrews, LLC, established the company in 2009, which purchases, refurbishes, cleans, paints, and resells long haul semi-trucks to customers from across the country and specializes in Kenworth and Peterbilt long hood semi-trucks and relocated the company's offices from their location on Milan Road in Perkins Township to 1801 and 1707 George Street; and

WHEREAS, the City of Sandusky received a request for Enterprise Zone tax abatement from Chris Andrews, LLC (d.b.a. Ohio Truck Sales) for the construction of a new addition and other infrastructure including fencing, a driveway, and a parking lot at their new location on George Street; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an Enterprise Zone Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales) for tax abatement on the construction of this new addition by Ordinance No. 17-009, passed on January 23, 2017; and

WHEREAS, the Enterprise Zone Agreement was approved based upon an estimated real estate investment of \$1,228,000 with an additional \$1,000,000-\$1,300,000 in inventory on-site, a minimum of ten (10) new full-time permanent employees estimating an additional annual payroll of \$250,000.00, and that construction was to be completed by December 31, 2017; and

WHEREAS, due to the extent of the project, construction has taken longer than anticipated and although all the facilities are now constructed and operational, there is still some ongoing site work (concrete parking and fencing) remaining that may result in construction carrying into early 2019; and

WHEREAS, pursuant to the Agreement, the commencement of the abatement period cannot occur after 2018 nor extend beyond 2027, and therefore, the Company is likely to lose a portion of its approved abatement benefit; and

WHEREAS, Staff is recommending entering in an Amendment to the Enterprise Zone Tax Abatement Agreement that will revise the construction completion date to June 30, 2019, and will also state that no exemption shall commence after June 30, 2019, nor extend beyond June 30, 2028, which will ensure the Company receives the full benefit of the exemption for ten (10) years as was the desires of both the Sandusky City Schools and the Sandusky City Commission; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated November 28, 2018; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to expedite approval of the agreement in order for the Company to receive the benefit of the originally approved ten (10) year abatement; 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 Commission hereby approves the Amendment to the Enterprise Zone Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales), pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Amendment to the Enterprise Zone Agreement with Chris Andrews, LLC, (d.b.a. Ohio Truck Sales), on behalf of the City of Sandusky in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: December 21, 2018

Amendment #1 to the Enterprise Zone Agreement
Between City of Sandusky and
Chris Andrews LLC

WHEREAS, the City Commission previously has authorized and directed the City Manager to enter into an Enterprise Zone Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales) for tax abatement on the construction of a new facility at 1801 and 1707 George Street (PPN 58-00845.000, 58-90047.000, and 58-01013.000) by Ordinance No. 17-009, passed on January 23, 2017; and

WHEREAS, the Enterprise Zone Agreement was approved based upon an estimated real estate investment of \$1,228,000 million, with an additional \$1,000,000-\$1,300,000 in inventory on-site, a minimum of ten (10) new full-time permanent employees estimating an additional annual payroll of \$250,000.00, and that construction was to be completed by December 31, 2017; and

WHEREAS, due to the extent of the project, construction has taken longer than anticipated and although all the facilities are now constructed and operational, there is still some ongoing site work (concrete parking and fencing) remaining that may result in construction carrying into early 2019; and

WHEREAS, pursuant to the Agreement, the commencement of the abatement period cannot occur after 2018 nor extend beyond 2027, and therefore, the Company is likely to lose a portion of its approved abatement benefit; and

WHEREAS, the parties to the Enterprise Zone Tax Abatement Agreement desire to enter into this Amendment to amend the construction completion date to June 30, 2019, and will also state that no exemption shall commence after June 30, 2019, nor extend beyond June 30, 2028, which

will ensure the Company receives the full benefit of the exemption for ten (10) years as was the desires of both the Sandusky City Schools and the Sandusky City Commission; and

NOW THEREFORE, in consideration of mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. Section 1 of the Enterprise Zone Agreement shall be amended to change the construction completion date of December 31, 2017 to June 30th, 2019; and

2. Section 5 of the Enterprise Zone Agreement, which currently reads “No exemption shall commence after 2018 nor extend beyond 2027” shall be amended as follows, “No exemption shall commence after June 30, 2019 nor extend beyond June 30, 2028.

3. All other sections shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager and pursuant to Ordinance No. _____ has caused this instrument to be executed this _____ day of _____ 2018 and Chris Andrews, LLC by Chris Andrews, its owner, has caused this instrument to be executed on this _____ day of _____, 201__.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

CHRIS ANDREWS, LLC

By: _____
Chris Andrews, Owner

Approved as to form:

By: _____,
Trevor M. Hayberger, City of Sandusky Law Director



COMMUNITY DEVELOPMENT

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

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To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: December 11, 2018

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement.

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement between the City of Sandusky and 300 Water Street Properties, Ltd, an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: 300 Water Street Properties, Ltd., (the “Company”), an affiliate of Hoty Enterprises, formed in 1978, is a full service commercial and residential real estate developer, general contractor, property manager and property sales and leasing firm. They maintain their corporate offices at 5003 Milan Road, and locally, are most known for their commercial development and leasing services.

The Company has entered into a purchase agreement for the property located at 300 E. Water Street (Unit 1B) – a ground floor condominium unit within the Lake View condominium building. The Company intends to fully build-out the space and lease the unit to a commercial entity within the financial services sector.

The Company intends to invest between \$125,000 - \$195,000 in physical improvements/enhancements in addition to the proposed purchase price of \$180,000. Upon completion, the Company’s tenant will minimally hire five (5) new full-time employees and maintain an annual payroll of \$500,000. The project is estimated to be completed no later than December 31, 2019 and the hiring of the five (5) additional employees is to occur on or before June 30, 2020.

Based on this investment and the importance of the project for both downtown redevelopment and economic impact to the City, staff is recommending approving a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property.

Pursuant to ORC Section 5709.83, the Sandusky City Schools have been afforded the appropriate notice based on a certain school notification letter that was delivered on November 29, 2018.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated five (5) full-time equivalent employment positions that will be subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an EZ Tax Abatement Agreement with 300 Water Street Properties, Ltd. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for the project to commence construction so as to be completed by the end of 2019.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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



COMMUNITY DEVELOPMENT

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

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www.ci.sandusky.oh.us

November 28, 2018

Gina Deppert, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

Re: 300 Water Street Properties, Ltd. - Request for Enterprise Zone Agreement

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from 300 Water Street Properties, Ltd. under the Enterprise Zone (EZ) abatement program for renovation and buildout of a commercial condominium located in the Lakeview Condominium building at 300 E. Water Street (Unit 1B), Sandusky, Ohio 44870. This unit is located on the ground floor of the building and will be leased to a commercial tenant focused on financial services.

The City's Community Development Department has reviewed this request and is recommending that an Enterprise Zone Agreement be approved consistent with the terms and conditions enumerated below. These terms and conditions have now been accepted by the company.

1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75% is recommended. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes acquisition and build-out of an existing 2,400 square foot condominium unit for commercial use. The estimated value of the improvements is between \$125,000 - \$195,000, not including acquisition.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15th of the year following each year the agreement is effective.
4. The company will create or cause to be created a minimum of five (5) new full-time equivalent jobs between April 1, 2019 and June 30, 2020. The minimum stabilized payroll is estimated at \$500,000 annually.
5. All other standard terms and conditions apply.

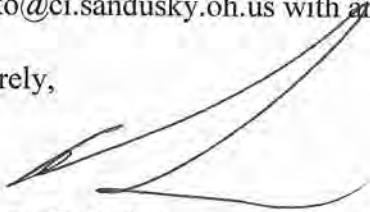
This project will create new employees and payroll from the onset, with future growth expected.

Furthermore, this project will build out one of the few remaining vacant units in the condominium building while bringing professional jobs downtown. We believe that utilization of this condominium unit for commercial use is appropriate for this property and the proposal is in the best interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the City of Sandusky will consider the request at its Commission meeting on December 21, 2018.

We have attached the company's Enterprise Zone Application as well as a draft of the Enterprise Zone Agreement. Please review these documents and contact the undersigned at 419-627-5707 or via e-mail at mlasko@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew D. Lasko', with a long, sweeping horizontal stroke extending to the right.

Matthew D. Lasko
Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH 300 WATER STREET PROPERTIES, LTD., AN AFFILIATE OF HOTY ENTERPRISES, INC.; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

WHEREAS, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

WHEREAS, 300 Water Street Properties, Ltd., an affiliate of Hoty Enterprises, Inc. formed in 1978, is a full service commercial and residential real estate developer, general contractor, property manager and property sales and leasing firm and locally, are most known for their commercial development and leasing services; and

WHEREAS, 300 Water Street Properties, Ltd. has entered into a purchase agreement for the property located at 300 E. Water Street (Unit 1B), which is a ground floor condominium unit within the Lake View condominium building, and intends to fully build-out the space and lease the unit to a commercial entity within the financial services sector; and

WHEREAS, 300 Water Street Properties, Ltd. intends to invest between \$125,000 - \$195,000 in physical improvements / enhancements in addition to the purchase price of \$180,000; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from 300 Water Street Properties, Ltd. for their renovation project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project for downtown redevelopment and the positive economic impact to the City; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated November 28, 2018; and

WHEREAS, this proposed project will have an ongoing positive impact the City's General Fund as 25% of the increase in value will be subject to real estate taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally create an estimated five (5) full-time equivalent employment positions that will be subject to City income tax; 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 expedite approval of the agreement in order for the project to commence construction and be completed by the end of calendar year 2019; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 Commission hereby approves the Enterprise Zone Agreement pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Agreement with 300 Water Street Properties, Ltd. on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions thereof.

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

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

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

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

Passed: December 21, 2018

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 222 Meigs Street Sandusky, Ohio 44870 (the "City"), and 300 Water Street Properties, Ltd., an Ohio limited liability company, with offices located at 5003 Milan Road, Sandusky, Ohio 44870 (the "Company"),

WITNESSETH:

WHEREAS, The City of Sandusky has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company is under contract to purchase a condominium located at 300 E. Water Street (Unit 1B), Sandusky, Ohio 44870 and further identified as Permanent Parcel No. 56-01179.002. The Company is desirous of renovating the condominium unit for commercial purposes to lease the space to a suitable commercial tenant. The Company will purchase the condominium unit for an approximate \$180,000, undertake between \$100,000 - \$150,000 in renovations to develop the condominium as suitable commercial office space and install between \$25,000 - \$45,000 in furniture, fixtures and equipment (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the “Application”); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to “Treasurer of the State of Ohio” with the application to be forwarded with the final agreement; and

WHEREAS, the Chief Development Officer of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth

their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall redevelop an existing approximately 2,400 square foot condominium unit for a commercial use. The Company estimates an anticipated real estate investment for the Project between \$100,000 - \$150,000. Furthermore, the Company will install between \$25,000 - \$45,000 in furniture/fixtures for the Project. The Project represents a significant new investment on the site. The construction is expected to be complete by April 30, 2019 but no later than December 31, 2019.

2. The Company shall create or cause to be created the equivalent of 5 new full-time permanent job opportunities within the time period outlined below.

The Company schedule for hiring is to hire or cause to be hired five (5) new jobs by June 30, 2020. The job creation period begins April 1, 2019 and all jobs are expected to be in place by June 30, 2020.

The Company currently has 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees at the Project site. In total, the Company has 15 full-time permanent employees, 1 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$500,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$500,000, permanent part time \$0 and temporary full-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2019 nor extend beyond 2028.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the tax incentive review council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its

obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. 18-_____, has caused this instrument to be executed this ____ day of _____, 2018 and 300 Water Street Properties, Ltd., by John M. Hoty, its Managing Member, has caused this instrument to be executed on this ____ day of _____, 2018.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

300 WATER STREET PROPERTIES, LTD

By: _____
John M. Hoty, Managing Member

Approved as to form:

By: _____
Director of Law

Date: _____, 2018

EXHIBIT A

[Attach Application]

DRAFT

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of Erie and _____ (enterprise) Hoty Enterprises, Inc., Successor/Assignee 300 WATER STREET PROPERTIES, LTD.

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

300 WATER STREET PROPERTIES LTD.

Hoty Enterprises, Inc.

enterprise name

John M. Hoty

contact person

(419) 609-7000

telephone number

5003 Milan Road, Sandusky, OH 44870

address

- 1b. Project site:

John M. Hoty

contact person

(419) 609-7000

telephone number

300 E. Water St., Unit 1B, Sandusky, OH 44870

address

CL-D1179.602

- 2a. Nature of business (manufacturing, distribution, wholesale or other).

Office - financial services

- 2b. List primary 6 digit NAICS # 523999.
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
- N/A
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
- corporation
3. Name of principal owner(s) or officers of the business (attach list if necessary).
- John M. Hoty
4. Is business seasonal in nature? Yes ___ No x
- 5a. State the enterprise's current employment level at the proposed project site:
- current - 0; upon completion - seven (7) full-time
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.
- Yes ___ No x
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
- N/A
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
- 15 full-time; 1 part-time
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A
- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No x

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No x

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No x

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
Yes ___ No x

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project Description (attach additional pages if necessary):

Renovation of condo for a new financial services tenant

9. Project will begin December 1, 2018 and be completed April 30, 2019 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): seven (7)

10b. State the time frame of this projected hiring: one (1) years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

employees): seven (7) full-time during 2019

- 11a. Estimate the amount of annual payroll such new employees will add \$ 500,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A
12. Market value of the existing facility as determined for local property taxation.
\$ 109,540
- 13a. Business's total current investment in the facility as of the proposal's submission.
\$ 0
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ N/A
14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
- | | <u>Minimum</u> | <u>Maximum</u> |
|---------------------------------------|-------------------|-------------------|
| A.Acquisition of Buildings: | \$ <u>180,000</u> | \$ <u>180,000</u> |
| B.Additions/New Construction: | \$ <u>100,000</u> | \$ <u>150,000</u> |
| C.Improvements to existing buildings: | \$ <u>-</u> | \$ <u>-</u> |
| D.Machinery & Equipment: | \$ <u>-</u> | \$ <u>-</u> |
| E.Furniture & Fixtures: | \$ <u>25,000</u> | \$ <u>45,000</u> |
| F.Inventory: | \$ <u>-</u> | \$ <u>-</u> |
| Total New Project Investment: | \$ | \$ |
15. a. Business requests the following tax exemption incentives: 75 % for ten (10) years covering real and/or personal property including inventory as described above. Be specific as to type of assets, rate, and term.
-
-

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

We are establishing a new business within the City that will bring seven new professional jobs with an
annual payroll of a minimum of \$500,000.00. To meet our business model and staffing needs, \$100,000

in renovations are planned which amount is in excess of 55% of the current market value of the premises.

The project is scheduled to begin December 1, 2018, and be completed by May 1, 2019.

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

300 WATER STREET PROPERTIES LTD.

Hoty Enterprises, Inc.

Name of Enterprise

Date

10-2-18

Signature

John M. Hoty, President

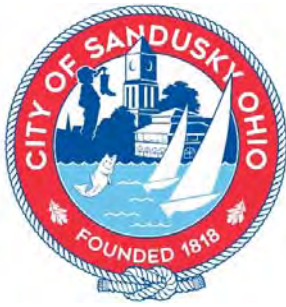
Typed Name and Title

MANAGING MEMBER

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



COMMUNITY DEVELOPMENT

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

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

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: December 11, 2018

Subject: Commission Agenda Item – Enterprise Zone (EZ) Tax Abatement Agreement.

Items for Consideration: Legislation approving an Enterprise Zone Tax Abatement Agreement between the City of Sandusky and S & S Realty, Ltd., an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: S & S Realty, Ltd., (the “Company”) formed in 2000, is a local hotel and food service company and is owned by George Sortino, G. James Sortino and Michele Sortino. They maintain their corporate offices at 1210 Sycamore Line, and locally, are known most recently for the development of the Holiday Inn Express on Cedar Point Drive.

Due to the success of the first Holiday Inn Express, both in terms of room stays and conference space usage, the Company is looking to develop a second phase that will mirror the first phase. The company intends to demolish the east wing of the existing Quality Inn and develop a newly constructed, five-story, 66-room addition to the existing Holiday Inn Express. The development is not intended to be seasonal in nature.

The Company intends to invest between \$5,000,000 - \$5,700,000 in physical improvements/enhancements upon demolition of the east wing of the Quality Inn. Further, the Company intends to invest between \$900,000 - \$1,100,000 in furniture, fixtures and equipment – resulting in a total investment of between \$5,900,000 - \$6,800,000. Upon completion, the Company will hire minimally fifteen (15) new full-time equivalent employees and maintain an annual payroll of no less than \$185,000. The project is estimated to be completed no later than June 30, 2020 and the hiring of the fifteen (15) additional employees is to occur on or before June 30, 2021.

Based on this investment and the importance of the project for meeting tourism and business conference demands and economic impact to the City, staff is recommending approving a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property.

Pursuant to ORC Section 5709.83, the Sandusky City Schools have been afforded the appropriate notice based on a certain school notification letter that was delivered on November 29, 2018.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. The project will also help sustain construction jobs in the local economy and will create an estimated fifteen (15) full-time equivalent employment positions that will be subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into an EZ Tax Abatement Agreement with S & S Realty, Ltd. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage for the project to commence construction to be completed by mid-2020.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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



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

November 28, 2018

Gina Deppert, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

Re: S & S Realty, Ltd. (Holiday Inn Express – Phase II) - Request for Enterprise Zone Agreement

Dear Ms. Deppert:

The City of Sandusky has received a request for tax abatement from S & S Realty, Ltd. under the Enterprise Zone (EZ) abatement program for the construction of a second phase of Holiday Inn Express located at 1515 Cedar Point Drive, Sandusky, Ohio 44870. This will be constructed on the current site of the east wing of the Quality Inn which, will be demolished.

The City's Community Development Department has reviewed this request and is recommending that an Enterprise Zone Agreement be approved consistent with the terms and conditions enumerated below. These terms and conditions have now been accepted by the company.

1. Abatement of taxes of new real estate taxes for improvements made at the Project Site for a period of ten (10) years at 75% is recommended. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes demolition of the east wing of the Quality Inn hotel and construction of a five-story, sixty-six (66) room expansion of the existing Holiday Inn Express hotel. The estimated value of the improvements is between \$5,900,000 - \$6,800,000.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15th of the year following each year the agreement is effective.
4. The company will create a minimum of fifteen (15) new full-time equivalent jobs between November 1, 2019 and June 30, 2021. The minimum stabilized payroll is estimated at \$185,000 annually.
5. All other standard terms and conditions apply.

This project will create new employees and payroll from the onset, with future growth expected. Furthermore, this project repurposes an underutilized hotel with a more modern and larger hotel with increased convention and meeting space. We believe that an expansion of the existing Holiday Inn Express hotel is an appropriate reuse for this property and its proposal is in the best interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 5709.83 the Sandusky City Schools are hereby notified that the City of Sandusky will consider the request at its Commission meeting on December 21, 2018.

We have attached the company's Enterprise Zone Application as well as a draft of the Enterprise Zone Agreement. Please review these documents and contact the undersigned at 419-627-5707 or via e-mail at mlasko@ci.sandusky.oh.us with any questions, corrections or suggestions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew D. Lasko', with a stylized flourish extending from the end.

Matthew D. Lasko
Chief Development Officer

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH S & S REALTY LTD.; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio has provided for the establishment of "Enterprise Zones" pursuant to Sections 5709.61 to 5709.914 of the Ohio Revised Code (the "Act"), and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, the City Commission, by Resolution No. 05-183 adopted December 27, 2005, designated an area as an Enterprise Zone pursuant Section 5709.61(A)(1)(a) and (f) of the Act; and

WHEREAS, effective April 18, 2006, the Director of Ohio Development Services Agency of the State of Ohio determined that the geographic area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Act and certified said area as an Enterprise Zone under the Act; and

WHEREAS, S & S Realty, Ltd., was formed in 2000 and is a local hotel and food service company owned by George Sortino, G. James Sortino and Michele Sortino, and locally, are known most recently for the development of the Holiday Inn Express on Cedar Point Drive; and

WHEREAS, the first phase of the Holiday Inn Express was successful in terms of room stays and conference space usage and S & S Realty, Ltd. plans to develop a second phase that will mirror the first phase and intends to demolish the east wing of the existing Quality Inn and develop a newly constructed, five-story, 66-room addition to the existing Holiday Inn Express; and

WHEREAS, S & S Realty, Ltd. intends to invest between \$5,000,000 - \$5,700,000 in physical improvements / enhancements upon demolition of the east wing of the Quality Inn and further intends to invest between \$900,000 - \$1,100,000 in furniture, fixtures and equipment, resulting in a total investment of between \$5,900,000 - \$6,800,000; and

WHEREAS, the City received a request for Enterprise Zone tax abatement from S & S Realty, Ltd. for their renovation project; and

WHEREAS, it is recommended to approve a 10-year, 75% real estate tax abatement on the increase to the assessed valuation of the property, based on the investment and the importance of the project for meeting tourism and business conference demands and the positive economic impact to the City; and

WHEREAS, pursuant to Ohio Revised Code §5709.83, the Board of Education of the Sandusky City Schools was notified in writing of the request for tax exemption by letter dated November 28, 2018; and

WHEREAS, this proposed project will have an ongoing positive impact the City's General Fund as 25% of the increase in value will be subject to real estate taxes during the abatement period and the project will help sustain construction jobs in the local economy and will additionally create an estimated fifteen (15) full-time equivalent employment positions that will be subject to City income tax; 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 expedite approval of the agreement in order for the project to commence construction and be completed by mid-CY2020; 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 Commission hereby approves the Enterprise Zone Agreement pursuant to the terms and conditions contained therein, a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

Section 2. The City Manager is hereby authorized and directed to execute the Enterprise Zone Agreement with S & S Realty, Ltd. on behalf of the City in accordance with the terms and conditions as contained in the form of the agreement marked Exhibit "1" attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: December 21, 2018

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 222 Meigs Street Sandusky, Ohio 44870 (the "City"), and S & S Realty, Ltd., an Ohio limited liability company, with offices located at 1210 Sycamore Line, Sandusky, Ohio 44870 (the "Company"),

WITNESSETH:

WHEREAS, The City of Sandusky has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the Company has recently developed a Holiday Inn express hotel at 1515 Cedar Point Drive, Sandusky, Ohio 44870 and further identified as Permanent Parcel No. 57-01378.000. (Said parcel is also addressed as 1931 Cleveland Road). The Company is now desirous of demolishing the east wing of the adjacent Quality Inn hotel and constructing a new five-story, sixty-six (66) unit hotel that will serve as an expansion of the existing Holiday Inn Express hotel on same parcel (PPN 57-01378.000). The Company will invest between \$5,000,000 - \$5,700,000 in new construction and between \$900,000 - \$1,100,000 in furniture, fixtures and equipment (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the “Application”); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to “Treasurer of the State of Ohio” with the application to be forwarded with the final agreement; and

WHEREAS, the Chief Development Officer of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth

their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall newly construct a five-story, sixty-six (66) room hotel that will serve as an expansion of the already existing Holiday Inn Express. The Company estimates an anticipated real estate investment for the Project between \$5,000,000 - \$5,700,000. Furthermore, the Company will install between \$900,000 - \$1,100,000 in furniture/fixtures for the Project. The Project represents a significant new investment and expansion on the site. The construction is expected to be complete by October 31, 2019 but no later than June 30, 2020.

2. The Company shall create or cause to be created the equivalent of 15 new full-time permanent job opportunities within the time period outlined below.

The Company schedule for hiring is to hire or cause to be hired fifteen (15) new jobs by June 30, 2021. The job creation period begins November 1, 2019 and all jobs are expected to be in place by June 30, 2021.

The Company currently has 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees at the Project site. In total, the Company has 49 full-time permanent employees, 20 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This total increase in the number of employees over the entire job creation period will result in approximately \$185,000.00 (dollars) of additional annual payroll for the Company or made possible by the Company. The following is an itemization by the type of new jobs created: permanent full-time \$120,000, permanent part time \$65,000 and temporary full-time \$0.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%
YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2020 nor extend beyond 2029.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the tax incentive review council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its

obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.

12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.

15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.

16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. 18-_____, has caused this instrument to be executed this ____ day of _____, 2018 and S & S Realty, Ltd., by G. James Sortino, its _____, has caused this instrument to be executed on this ____ day of _____, 2018.

CITY OF SANDUSKY, OHIO

By: _____
Eric Wobser, City Manager

S & S REALTY, LTD.

By: _____
G. James Sortino, its: _____

Approved as to form:

By: _____
Director of Law

Date: _____, 2018

EXHIBIT A

[Attach Application]

DRAFT

OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the City
of Sandusky located in the County of Erie and
S+S Realty Ltd

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

S+S Realty Ltd
enterprise name

George Sortino
contact person

419-625-0362
telephone number

1210 Sycamore Lane
address Sandusky, Oh 44870

- 1b. Project site:

George Sortino
contact person

419-625-0362
telephone number

1515 Cedar Point Rd
address

Sandusky, Oh 44870

- 2a. Nature of business (manufacturing, distribution, wholesale or other).

Hotel operation with limited food service (breakfast), open year round

- 2b. List primary 6 digit NAICS # 721110.
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Partnership

3. Name of principal owner(s) or officers of the business (attach list if necessary).

George Sortino, G. James Sortino, Michele Sortino

4. Is business seasonal in nature? Yes ___ No X

- 5a. State the enterprise's current employment level at the proposed project site:

None - to be hired in 2019

- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes ___ No X

- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

N/A

- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: N/A

- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? N/A

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No X

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
Yes ___ No X

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

The project will include razing of the east-west wing of the Quality Inn on Cleveland Road and constructing a 5 story, 66 room addition to the Holiday Inn Express Hotel. The new addition will be open year round and employ approximately 15 new employees

9. Project will begin November 1, 2018 and be completed Oct 30, 2019 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 6 permanent full time, 6 permanent part time and 3 temporary full time

10b. State the time frame of this projected hiring: 1 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary)

employees): By October 1, 2019

11a. Estimate the amount of annual payroll such new employees will add \$ 185,000. (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0

12. Market value of the existing facility as determined for local property taxation.
\$ 1,000,000

13a. Business's total current investment in the facility as of the proposal's submission.
\$ 185,000

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
\$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$	\$
B.Additions/New Construction:	\$ <u>5,000,000</u>	\$ <u>5,700,000</u>
C.Improvements to existing buildings:	\$	\$
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$ <u>900,000</u>	\$ <u>1,100,000</u>
F.Inventory:	\$	\$
Total New Project Investment:	\$ <u>5,900,000</u>	\$ <u>6,800,000</u>

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real ~~property~~ and/or personal property including inventory 0 as described above. Be specific as to type of assets, rate, and term.

New construction \$5,000,000 - \$5,700,000

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Expansion of existing hotel. Total investment will be
\$ 6,085,000 and \$ 6,985,000 and hiring 15 new employees
is a significant investment where a tax incentive would
offset the investment value of these costs and generate
significant motel tax and income taxes for the City

Submission of this application expressly authorizes (City of Sandusky) and/or Erie County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

S+S Realty, Ltd

Name of Enterprise

November 13, 2018

Date


Signature

George Sortino - President

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



COMMUNITY DEVELOPMENT

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

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

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Stuart Hamilton, IT Manager
Date: December 12, 2018
Subject: Commission Agenda Item – City Hall Furniture

Items for Consideration: Legislation approving a contract to be entered into between the City of Sandusky (the “City”) and MCPc Imaging & Printing, LLC (dba O’Supplies.com and hereinafter referred to as “O’Supplies”), an Ohio limited liability company for the purposes providing certain new furniture, fixtures and equipment for the new City Hall administrative facility (the “Project”).

Background Information: As part of the Lease Agreement between the City and SandCity, LLC related to the relocation of City Administrative offices to the corner of Columbus Avenue and E. Washington Row – certain expenses related to the project remained the financial and logistical responsibility of the City. These items include namely, data, information technology and security systems, exterior and interior wayfinding signage, any new furniture purchases and moving services.

In January of 2018, the City issued a request for qualifications to firms specializing in furniture spacing design/planning, furniture supply and installation. Proposals were due to the City on or before February 16, 2018. Four (4) submittals were received, evaluated and ranked by a selection committee. The City, based on those responses determined O’Supplies was the most qualified as the exclusive furniture designer, supplier and installer for the Project. This was based on several factors including strength of personnel team, experience with similar projects, project schedule and being a local company. A proposal for scope of services was requested and since February, O’Supplies has worked in detail with all departments and construction team to develop a list of good for purchase for the new City Hall administrative facility that takes into consideration space layout, mechanical layout, finishes and cost.

Per the attached proposal and list of goods, O’Supplies will ensure ordering, delivery and installation of all listed items. The attached includes all new items needed to furnish common areas, commission chambers, conference rooms, storage closets and office areas. City staff made great strides to limit the list of goods through inventorying existing furniture to maximize the amount of already owned items that will simply be moved to the new facility.

Budgetary Information: The cost for all furniture, fixtures and equipment along with installation expense is \$199,987.22. The project will be expensed from the Capital Projects Fund.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a contract with O'Supplies. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage to ensure the order is placed prior to price increases in 2019 and to ensure delivery and installation of the items simultaneously with the completion of construction.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCPc IMAGING & PRINTING, LLC (D.B.A. O'SUPPLIES.COM) FOR PROFESSIONAL SERVICES FOR DESIGN CONSULTATION, PURCHASE, DELIVERY AND INSTALLATION OF NEW OFFICE FURNITURE FOR THE CITY HALL ADMINISTRATIVE FACILITY 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, a Request for Qualifications (RFQ) was issued for the design consultation, purchase, delivery and installation of certain new office furniture for the City Hall Administrative Facility Project in which four (4) submittals were received, evaluated and ranked by a selection committee and based upon the company's location, strength of personnel, past experience with similar projects, and project schedule, it was determined MCPc & Printing, LLC (d.b.a. O'Supplies.com) was the most qualified and therefore a proposal for scope of services was requested and reviewed by the selection committee and ultimately approved; and

WHEREAS, the total cost of the services and the purchase and installation of new furniture, fixtures, and equipment is \$199,987.22 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 avoid price increases in 2019 and to ensure delivery and installation of the items simultaneously with the completion of construction; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with MCPc Imaging & Printing, LLC (d.b.a. O'Supplies.com) for professional services for the design consultation, purchase, delivery and installation of new office furniture for the City Hall Administrative Facility Project consistent

with the proposal submitted, a copy of which is marked Exhibit "A" and attached to this ordinance, at an amount **not to exceed** One Hundred Ninety Nine Thousand Nine Hundred Eighty Seven and 22/100 Dollars (\$199,987.22).

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: December 21, 2018



City of Sandusky - New City Hall - 12-2018

	Summary Proposal	
Chairs	High Back Chairs	27
	Audience Chairs	60
	Guest Chairs	82
	Task Chairs	29
Case Goods	Desks, Credenzas, Hutches, Wall Mounted Hutches, Bridges Returns, Storage Cabinets, Lateral Files	128
4 Confernece Rooms	Tables & Bases	13
Reception	Reception Desk	8
Storage Wardrobes	storage cabinet	2
19 Cubicles Cubicles	Cubicle Parts	382
Metal File Cabinets	Lateral Files	17
Break Room	2 Tables, 8 Chairs	10
Metal Mobile Files	1 -Box/Box/File, 2 File.File	3
Metal Storage Cabinet	storage cabinet	2
Storage Shelf	For storage closets	6
List Total	Manufactures MSRP	\$449,684.00
	List of goods	\$180,987.22
	Delivery & Install	\$19,000.00
Osupplies.com Total	List of goods including delivery and Install	\$199,987.22

Terms & Conditions -

Purchase Order supplied to Osupplies.com by 12/24

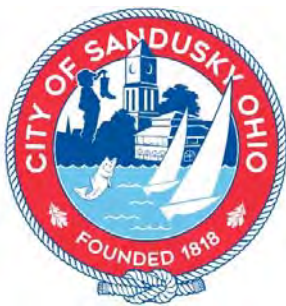
50% Desposit by 1/15/19, balance for furniture due upon delivery

Delivery and Install - net 10 days

Entire order considered special order - furniture may not be returned

Any damage must be reported within 48 hours of placement

Submitted by Kathy Pankow 12-13-18



COMMUNITY DEVELOPMENT

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

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

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: December 13, 2018
Subject: Commission Agenda Item – Permission to Enter into Contract

Items for Consideration: Legislation allowing the City to enter into a Contract for the fabrication and installation of City Hall Signage & Wayfinding Project – Interior Signage specifically.

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

In June of 2018, the City entered into contract with RLR Associates, Inc. (“RLR”) out of Indianapolis, Indiana to complete design intent documents and a messaging schedule and location map for the both exterior building signage and interior wayfinding signage. The City decided to bid the exterior signage and interior wayfinding signage separately, leading with the exterior signage, since the third party review time for exterior signage is greater due to multiple agencies needing to review and approve final design and material selections.

RLR completed the interior signage design intent documents, messaging schedule and location map and Commission provided approval to bid the project on November 26, 2018. Bids were received by the City on December 13, 2018. Results of the bids are as follows:

(1) Brady Sign Co.	Sandusky, OH	\$10,000
(2) Adams Signs	Massillon, OH	\$19,940

Based on the bid results, staff is recommending entering into contract with the lowest and best bidder, who was determined to be Brady Sign Co.

Budgetary Information: The total cost estimate for this project based on bids, including advertising and miscellaneous costs is \$10,200. The project will be expensed from the Capital Projects Fund.

Action Requested: It is requested that the contract between the City and Brady Sign Co. for the City Hall Signage & Wayfinding Project – Interior Signage specifically be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure completion of the interior signage prior to the City's occupancy of the facility in 2019.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Hank Solowiej, Finance Director
Stuart Hamilton, IT Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BRADY SIGN CO. OF SANDUSKY, OHIO, FOR THE CITY HALL SIGNAGE & WAYFINDING PROJECT - INTERIOR SIGNAGE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Hall Signage & Wayfinding Project consists of the planning, design, fabrication and installation of a family of signing devices for the new City Administrative facility including building entrance signage, interior building directories, directional panels, departmental and service identification, space and room identification, and regulatory and etiquette signage in a manner that supports the historic and architectural features of the building along with the interior aesthetic; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement with RLR Associates, Inc. of Indianapolis, Indiana, for professional design services for the City Hall Signage & Wayfinding Project by Ordinance No. 18-119, passed on June 11, 2018; and

WHEREAS, the City decided to bid the exterior signage and interior wayfinding signage separately, starting with the exterior signage and this City Commission declared the necessity for the City to proceed with the proposed City Hall Signage & Wayfinding Project - Exterior Signage by Resolution No. 043-18R, passed on September 24, 2018; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed City Hall Signage & Wayfinding Project - Interior Signage by Resolution No. 054-18R, passed on November 26, 2018; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Brady Sign Co. of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids, including advertising and miscellaneous costs is \$10,200.00 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 complete the project prior to the City's occupancy of the facility in 2019; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Brady Sign Co. of Sandusky, Ohio, for the City Hall Signage & Wayfinding Project - Exterior Signage in an amount **not to exceed** Ten Thousand and 00/100 Dollars (\$10,000.00) consistent with the bid submitted by Brady Sign Co. of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: December 21, 2018

ORDINANCE NO. _____

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL #1519, THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE CITY OF SANDUSKY, FOR THE PERIOD JANUARY 1, 2019, THROUGH DECEMBER 31, 2021, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the American Federation of State, County and Municipal Employees Local #1519, the collective bargaining unit for certain employees of the City of Sandusky, expires on December 31, 2018; and

WHEREAS, pursuant to the terms and provisions of Chapter 4117 of the Ohio Revised Code, the City engaged in negotiations with the bargaining unit for the purpose of agreeing upon and entering into a successor agreement to the most recent collective bargaining agreement; and

WHEREAS, representatives of the City and the bargaining unit have negotiated a new agreement, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein; and

WHEREAS, this agreement is subject to the ratification, acceptance, and approval by this City Commission and it is the recommendation of the representatives of the City that the agreement substantially in the same form as reflected in Exhibit "A" be ratified, accepted, and approved by this City Commission; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expires on December 31, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists to permit the immediate ratification, acceptance and approval of the collective bargaining agreement with the American Federation of State, County and Municipal Employees Local #1519, 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 agreement between the City of Sandusky, Ohio, and the American Federation of State, County and Municipal Employees Local #1519, by its terms effective from January 1, 2019, through December 31, 2021,

substantially in the same form as reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

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

Section 3. This 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. The City Manager is authorized and directed to forward certified copies of the foregoing Ordinance, together with copies of the agreement appended hereto to the State of Ohio, Employment Relations Board, and to the Association.

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter 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: December 21, 2018

ORDINANCE NO. _____

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #327, THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE SANDUSKY FIRE DEPARTMENT, FOR THE PERIOD JANUARY 1, 2019, THROUGH DECEMBER 31, 2021, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the International Association of Fire Fighters Local #327, the collective bargaining unit for certain employees of the Sandusky Fire Department, expires on December 31, 2018; and

WHEREAS, pursuant to the terms and provisions of Chapter 4117 of the Ohio Revised Code, the City engaged in negotiations with the bargaining unit for the purpose of agreeing upon and entering into a successor agreement to the most recent collective bargaining agreement; and

WHEREAS, representatives of the City and the bargaining unit have negotiated a new agreement, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein; and

WHEREAS, this agreement is subject to the ratification, acceptance, and approval by this City Commission and it is the recommendation of the representatives of the City that the agreement substantially in the same form as reflected in Exhibit "A" be ratified, accepted, and approved by this City Commission; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expires on December 31, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Fire Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists to permit the immediate ratification, acceptance and approval of the collective bargaining agreement with the International Association of Fire Fighters Local #327, 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 agreement between the City of Sandusky, Ohio, and the International Association of Fire Fighters Local #327, by its terms effective from January 1, 2019, through December 31, 2021, substantially in the same form as

reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

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

Section 3. This 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. The City Manager is authorized and directed to forward certified copies of the foregoing Ordinance, together with copies of the agreement appended hereto to the State of Ohio, Employment Relations Board, and to the Association.

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter 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: December 21, 2018