



SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
APRIL 22, 2019 at 5 p.m.
CITY HALL, 222 MEIGS STREET

INVOCATION	W. Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	G. Lockhart, D. Brady, N. Twine, D. Murray, W. Poole, N. Lloyd & D. Waddington
APPROVAL OF MINUTES	April 8, 2019
AUDIENCE PARTICIPATION	
SWEARING-IN/PROMOTION	Sandusky Fire Department Fire Fighter Andrew Pattay and Lt. Kevin McGraw
PROCLAMATION	Arbor Day
PUBLIC HEARING	FY 2019 CDBG, 2012 – 2023 Consolidated Plan, 2019 One-Year Action Plan and Update to the Analysis of Impediments to Fair Housing Choice
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Trevor Hayberger, Law Director

WEST MARKET STREET PROJECT –SCRIVENER’S ERROR

Budgetary Information: There is no cost to correct this error.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 18-130, passed on June 25, 2018, to correct a Scrivener’s error; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Jason Werling, Recreation Superintendent

CONCESSION AGREEMENT WITH MA, PA & DEWEY FOR DORN COMMUNITY PARK

Budgetary Information: The city will receive a rental fee income of \$250 for this season.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Connie Weyer, dba Ma Da & Dewey, for the operation of the Dorn Community Park concession area for the 2019 operating season beginning April 23, 2019, through August 15, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Matt Lasko, Chief Development Officer

AMENDMENT TO ENTERPRISE ZONE AGREEMENT WITH OHIO TRUCK SALES, LLC (NAME CHANGE ONLY)

Budgetary Information: There is no budgetary impact with this request.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to an enterprise zone agreement with Ohio Truck Sales, LLC; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Todd Gibson, Sr. – Facilities & Properties Supervisor

AUTHORIZATION TO DISPOSE OF CITY PROPERTY

Budgetary Information: Proceeds from the sale of these items will be placed in the general fund, law enforcement trust, street fund, sewer fund and water fund.

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

REGULAR AGENDA ITEMS

ITEM #1 - ORDERED IN 4.8.19

SUPPORT FOR FIX-IT AMERICA CONSTITUTIONAL AMENDMENT

RESOLUTION NO. _____: It is requested a resolution be passed supporting the proposed Fix-It America Constitutional Amendment; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Stuart Hamilton – IT Manager and Matt Lasko, Chief Development Officer

CONTRACT WITH STIERHOFF MOVING FOR RELOCATION SERVICES TO NEW CITY HALL

Budgetary Information: The cost of the services is \$12,200.40. We will add \$3,000 contingency to cover additional items staff may decide to take with us. The total cost of \$15,200.40 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 Stierhoff Moving, Division of Superior Mobility Services, LLC, of Sandusky, Ohio, for moving services to relocate administrative staff to the new City Hall administrative facility; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Aaron Klein, Director of Public Works

CONTRACT WITH TREE EXPERTS FOR TREE REMOVAL SERVICES

Budgetary Information: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$44,576.85 and is to be paid with Issue 8 funds from the capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Tree Experts of Huron, Ohio, for the 2019 tree removal project; 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, April 22 at 8:30 p.m.

Tuesday, April 23 at 5 p.m.

Monday, April 29 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world including in Sandusky where 2019 marks Sandusky's 29th anniversary as a Tree City U.S.A.; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, abate issues with storm water runoff, produce life-giving oxygen, provide habitat for wildlife and protect the health of our city and Lake Erie; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products while increasing property values, enhancing the economic vitality of business areas and beautifying our community; and

WHEREAS, the city continues to maintain its urban forest by planting new trees which are a source of joy and spiritual renewal;

NOW THEREFORE, I, Dennis E. Murray, Jr., President of the Sandusky City Commission, do hereby proclaim Saturday, April 27, 2019, as

“ARBOR DAY”

in the City of Sandusky, Ohio, and urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 22nd day of April, 2019.

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

NOTICE OF PUBLIC HEARING AND DRAFT ANNUAL PLAN AVAILABILITY
CITY OF SANDUSKY

Notice is hereby given that a Public Hearing will be held on **Monday, April 22, 2019 in the City of Sandusky Municipal Building – Commission Chambers, 222 Meigs Street, Sandusky, Ohio at 5:00 p.m.**, concerning the City's FY2019 Community Development Block Grant (CDBG) 2019-2023 Consolidated Plan, 2019 One-Year Action Plan and Update to the Analysis of Impediments to Fair Housing Choice.

The purpose of the Public Hearing is to review the 2019-2023 Consolidated Plan draft goals, 2019 Annual Action Plan draft budget and obtain the views of citizens on the City's Community Development, Economic Development and Housing needs and to provide an opportunity for citizen participation in determining activities to be funded.

The City anticipates approximately \$650,000 of new funds during PY2019. Information concerning the activities that are proposed to be undertaken will be discussed.

Consolidated Plan and Annual Action Plan:

The Draft 2019-2023 Consolidated Plan and PY 2019 Annual Action Plan will be available for public review and comment from April 19, 2019 through May 19, 2019, at the following locations:

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

Sandusky Library
114 W. Adams Street
Sandusky, Ohio 44870

Sandusky City Website: <http://www.ci.sandusky.oh.us>

Any comments should be submitted to the City of Sandusky, Office of Community Development at the above-written address or by e-mail to ablanca@ci.sandusky.oh.

The City of Sandusky City Commission does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for this meeting, as provided for in the Americans with Disabilities Act, should contact the Commission Clerk at 419-627-5850.

Sandusky Register
April 12, 2019



LAW DEPARTMENT

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

To: Eric L. Wobser, City Manager

From: Trevor M. Hayberger, Law Director

Date: April 9, 2019

Subject: Request for Legislation Amending Ordinance No. 18-130 to Correct a Scrivener's Error

Item for Consideration: Legislation amending Ordinance No. 18-130 to correct a scrivener's error and accurately reflect the funding source for the West Market Street Sewer Replacement Project is the Sewer Fund.

Background Information: It was recently discovered that a scrivener's error was made on Ordinance No. 18-130, passed on June 25, 2018, which incorrectly stated the cost for the First & Final Change Order in the amount of \$16,921.45, along with the total contract cost of \$82,312.45, would be paid with Issue 8 funds from the Capital Project Fund. All previous pieces of approved legislation relating to the West Market Street Sewer Replacement Project were approved with the Sewer Fund identified as the source of funding.

Budgetary Information: There is no cost to correct the Scrivener's error.

Action Requested: It is requested that an Ordinance be passed amending Ordinance No. 18-130 to correct a Scrivener's error and accurately reflect that the funding source for the West Market Street Sewer Replacement Project is the Sewer Fund. It is further requested that the legislation be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to amend Ordinance No. 18-130, passed on June 25, 2018, and identify the Sewer Fund as the proper funding source for the project at the earliest opportunity.

I concur with this recommendation:

Eric L. Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 18-130, PASSED ON JUNE 25, 2018, TO CORRECT A SCRIVENER'S ERROR; 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 approve the First & Final Change Order for work performed by Rising Son Company, LLC, of Mansfield, Ohio, for the West Market Street Sewer Replacement Project in the amount of \$16,921.45 by Ordinance No. 18-130, passed on June 25, 2018; and

WHEREAS, this First & Final Change Order reflected **additional** work completed for trench repair and backfill for removal of old VIT pipe in the amount of \$22,000.00 and a **deduction** in the amount \$5,078.55 for actual work performed in the field by the contractor and the actual quantities used for a final total amount of \$16,921.45; and

WHEREAS, it was recently discovered that a scrivener's error was made on Ordinance No. 18-130 which incorrectly stated the contract cost for the West Market Street Sewer Replacement Project would be paid with Issue 8 funds from the Capital Projects Fund but should have stated the costs would be paid with Sewer Funds; and

WHEREAS, the original contract with Son Rising Company, LLC, was \$65,391.00 and with the addition of the First & Final Change Order in the amount of \$16,921.45, the final contract cost is \$82,312.45 and will be paid with **Sewer Funds**; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to amend Ordinance No. 18-130 and accurately reflect the Sewer Fund as the proper funding source for the project at the earliest opportunity; and

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

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

Section 1. This City Commission hereby amends Ordinance No. 18-130, passed on June 25, 2018, to correct a scrivener's error and approves the First & Final Change Order for work performed for the West Market Street Sewer

Replacement Project in an amount **not to exceed** Sixteen Thousand Nine Hundred Twenty One and 45/100 Dollars (\$16,921.45) resulting in the final contract cost of Eighty Two Thousand Three Hundred Twelve and 45/100 Dollars (\$82,312.45) with Rising Son Company, LLC, of Mansfield, Ohio, to be paid with **Sewer Funds**.

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

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

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

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

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

Passed: April 22, 2019



RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5886
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Date: April 17, 2019
TO: Eric Wobser, City Manager
FROM: Jason Werling, Recreation Superintendent
RE: Commission Agenda Item: Dorn Community Park Concession Agreement 2019

ITEMS FOR CONSIDERATION:

Legislation to enter into a one-year Lease Agreement with Connie Weyer, dba Ma Da & Dewey, of Vickery, Ohio, for the lease of the Dorn Community Park Concession Stand (April 23 through August 15) with access beginning April 15, 2016.

BACKGROUND INFORMATION:

The City of Sandusky leased the Dorn Community Park Concession Stand to Connie Weyer, dba Ma Da & Dewey, of Vickery, Ohio, for the 2013 through 2018 ball league seasons. Ma, Da & Dewey was selected to lease the concession stand via a Request for Proposal (RFP) that was sent out in November of 2015. Ma Da & Dewey was the only proposal received from the issuing of the RFP which was determined to be appropriate and in the best interest of the City. The concession stand will be open for all scheduled games and tournaments. The lessee would like to lease the concession stand for this year. A new RFP will be issued at the end of this year to align with our agreement schedules for the Dorn Park ballfields.

BUDGET IMPACT:

The City will receive a rental fee income of \$250 for this season.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an Agreement with Connie Weyer, dba Ma Da & Dewey, for the lease of the Dorn Community Park Concession Stand. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the operating season begins April 23, 2019.

Approved:

I concur with this recommendation:

Jason Werling, Recreation Superintendent

Eric Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONNIE WEYER, D.B.A. MA DA & DEWEY, FOR THE OPERATION OF THE DORN COMMUNITY PARK CONCESSION AREA FOR THE 2019 OPERATING SEASON BEGINNING APRIL 23, 2019, THROUGH AUGUST 15, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky entered into lease agreements with Connie Weyer, d.b.a. Ma Da & Dewey, for the premises known as the Dorn Community Park Concession Area located in the City of Sandusky for the operation of selling food and beverages during baseball games being played at the park for the operating seasons of 2013, 2014, and 2015; and

WHEREAS, a Request for Proposals (RFP) was issued on November 19, 2015, for the operation of the Dorn Community Park Concession Area for the 2016 Operating Season and Connie Weyer, dba Ma Da & Dewey, of Vickery, Ohio, was the only respondent to submit a proposal, which was determined to be appropriate and in the best interest of the City; and

WHEREAS, this City Commission approved a three (3) year agreement with Connie Weyer, d.b.a. Ma Da & Dewey, for the operation of the Dorn Community Park Concession Area for the 2016, 2017, and 2018 operating seasons by Ordinance No. 16-043, passed on March 14, 2016; and

WHEREAS, Connie Weyer desires to lease the concession stand for the 2019 operation season and will pay a rental fee of \$250.00 for the season; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement as the operating season begins on April 23, 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 Recreation, 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 Lease Agreement with Connie Weyer, d.b.a. Ma Da & Dewey, for the operation of the Dorn Community Park Concession Area located in the City for the 2019

operating season beginning April 23, and concluding on August 15, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: April 22, 2019

AGREEMENT

This Agreement made on and entered into this __ day of _____, 2019, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, herein referred to as "Lessor," and Connie Weyer (d.b.a. Ma Da & Dewey), 1216 Wilson Avenue, Vickery, Ohio, 43464, herein referred to as "Lessee."

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Description of Premises

In consideration of the rents, charges, and payments, hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee, to be kept, performed and fulfilled, Lessor hereby leases to Lessee the premises known as the Dorn Community Park Concession Area located in the City of Sandusky. The premises is more specifically described in Exhibit "A" which is attached and incorporated herein by reference.

2. Term

The term of this Lease shall be for the period of the Calendar year 2019 operating season, which is defined as April 23, and concluding on August 15, and shall include the rights, privileges, licenses, and appurtenances attached hereto, subject to the rights reserved herein on the part of the Lessor.

3. Concession

Lessee shall have the right to operate the Dorn Community Park Concession Area to sell food and beverages during ball games being played at the park. Such menu is described in Exhibit "B" attached hereto and may be amended by Lessee from time to time. The concession area shall comply with all Erie County Health Department regulations and shall be licensed and inspected by said Health Department. Lessee shall, at their own expense, apply for and obtain a license pursuant to Chapter 735 of the

Codified Ordinances of the City of Sandusky. Lessee shall register with the City of Sandusky's Income Tax Department and provide Lessor with a certificate of registration. Lessee shall be required to provide to Lessor upon request a copy of the Health Department License, the Public Vendor's License and any other license or permit required to lawfully conduct business.

4. Use of Equipment

Lessee shall have the right of use of all workable food service equipment located in the Dorn Community Park Concession Area. Lessor makes neither warranty of the condition of the equipment presently in the concession area, nor responsibility for its repair or replacement in the event of breakdown. Lessee shall provide additional, suitable equipment to enable the functionality of the concession Area as may be needed. Lessee agrees to keep and maintain the Lessor's equipment in a good, clean and safe manner throughout the term of this lease.

5. Obligations of Lessee

Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulation, policies and executive orders pertaining to all aspects of its operations. Lessee shall operate the Dorn Community Park Concession Area and perform the duties and responsibilities as required by the Lessor including but not limited to the following:

- a. Lessee, their agents, employees, representatives, or volunteers shall be present at the Dorn Community Park Concession Area from 4:00 p.m. to 9:00 p.m. Monday through Friday when games are being played, and on Saturdays and Sundays for rainout or make-up games as may be necessary throughout the operating season as defined in paragraph 2 above.
- b. Unless otherwise directed by the Lessor, Lessee further agrees to be present at the Dorn Community Park Concession Area for any tournaments that may be scheduled by the leagues using the ball fields at the park

- c. Lessee further agrees to pay in advance a rental fee for the leased premises in the amount of Two Hundred Fifty Dollars (\$250.00) for the 2019 operating season.
- d. Lessee shall conserve the use of electricity in the Dorn Community Park Concession Area by assuring that all appliances not in use are turned off, that the exhaust fan is turned off at the end of each operation day, and through any other efficiency method or methods that may be available to Lessee to minimize the utility costs.
- e. Lessee further agrees to keep and maintain the Dorn Community Park Concession Area in a good, safe and clean manner and shall obey and comply with all lawful requirements, regulations, orders, rules, laws and Ordinances of all public authorities that in any way affect the facilities at the Dorn Community Park or the use of those facilities and improvements.
- f. Lessee shall maintain the Dorn Community Park Concession Area and all improvements and appurtenances to this Facility in good repair and in at least as good condition as when delivered, ordinary wear and tear excepted. Lessor shall bear no cost or expense for any maintenance to the lease Premises. Lessee shall not commit any waste or cause damage to the Dorn Community Park Concession Area or facility.
- g. Lessee shall not be responsible for snow removal, rubbish removal, restroom facility cleanliness, lawn care or repairs to the building or its necessary appurtenances at the Dorn Community Park, Lessor shall be responsible therefore.
- h. Nothing in this agreement shall be construed to deny the Lessor the ability to have other vendors, merchants, or the like present and operating within Dorn Community Park.

6. Liability and Insurance

6.1 Public Liability Insurance. Lessee shall procure and maintain public liability insurance for the Premises with single limits of at least One Million Dollars (\$1,000,000.00) for personal injury or death to one or more persons arising out of any one accident or

occurrence and property damage. Lessor and all City Departments, Boards, Commissions, Officials, and employees shall be named as additional insureds under this policy. The policy shall contain an agreement by the insurer that it will not cancel or make material change to the policy except after fifteen (15) days' prior written notice to Lessor and Lessee and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Lessor or Lessee that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment.

6.2 Fire and Casualty Insurance. Lessor shall keep the Building and all other improvements located on the Property, insured against loss by fire and all of the risks and perils insured against in an extended coverage insurance policy, in an amount equal to the full replacement cost of the building, including vandalism and malicious mischief endorsements. Lessee shall be responsible for insuring all other property including Lessee's personal property, improvements, betterments, vehicles, and any employee's personal property.

6.3 Certificates. At the commencement of the term of this Lease, Lessee shall deliver to Lessor a certificate of the insurance required to be maintained under Section 6.1, this shall include evidence of no cross liability restrictions and a copy of the insurance policy coverage terms, conditions and exclusions all acceptable to the Lessor - City of Sandusky. Lessee shall also deliver to Lessor at least ten (10) days prior to the expiration date of such policy or of any renewal policy, certificates for the renewal of this insurance and shall provide a notice of any material change thereto.

6.4 Waiver of Liability. Lessor and Lessee on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such

release does not adversely affect such policies nor prejudice the releasor's rights to recover under them.

6.5 Indemnification. Except to the extent liability has been waived under Section 6.4, Lessee shall indemnify and hold Lessor and all City Departments, Boards, Commissions, operating units, Officials, and employees harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises, as a result of any tortious or negligent act of the Lessee or of its employees, agents or contractors, or arising in conjunction with the use and occupancy of the Premises by Lessee or others claiming under Lessee, unless the death, injury or damage was sustained as a result of any tortious or negligent act of Lessor or its employees, agents, or contractors, or by reason of the breach of any of Lessor's obligations under this Lease Agreement. Lessee shall not be responsible to the Lessor for any loss of use of the building. Lessee shall provide Lessor with a copy of the Certificate of Insurance verifying compliance with this section.

7. Public Access

Lessee acknowledge that it is the express intent of the Lessor to allow lawful public access to all permitted areas of the Dorn Community Park and Lessee agrees to operate and maintain the Dorn Community Park Concession Area without unduly interfering with the lawful access of the public. The public has no right of access to the inside of the concession building nor to any area that the Lessor may indicate to Lessee is necessary to be restricted so as not to unduly endanger the public.

8. Non-Assignment

The Lessee shall not assign this Lease, nor sublet said premises nor any part thereof without the written consent of Lessor.

9. Termination

If Lessee breaches any of terms of this Lease and/or fails to comply with the Lessee's covenants contained herein or if said payment or any part of it shall at any time be in arrears and unpaid for thirty (30) days after the same ought to have been paid, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants, conditions, or agreements herein contained and on their part to be performed and observed, or shall be adjudged bankrupt or insolvent, then and in such case, Lessor may give Lessee written notice of such default and if Lessee does not cure any default within thirty (30) days, after giving of such notice then Lessor may immediately terminate this Lease. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for their payments until vacating the premises. If this lease shall have been so terminated by Lessor, Lessor may immediately thereafter resume possession of the premises by any lawful means and remove Lessee and their personal property.

10. Loss Due to Catastrophe

In case of damage to the Dorn Community Park Concession Area by an act of God or other casualty beyond the Lessor's control, the Lessor shall have the option to terminate this Lease or to repair the facility.

11. Non-Discrimination

The Lessee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, age, handicap, disability, or sex. All pertinent Federal laws prohibiting any such discrimination will be adhered to. The Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, handicap, disability, or sex. Such action shall include, but is not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection

for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the Lessor, setting forth the provisions of this non-discrimination clause.

12. Severability of Clauses

No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance or any other occasion of the same in any other covenant or condition hereof.

13. Notice

Whenever in this Lease there shall be required or permitted that notice or demand be given in 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:

Lessor

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

Lessee

Ma Da & Dewey
c/o Connie Weyer, Owner
1216 Wilson Avenue
Vickery, OH 43464

14. Entire Agreement

No amendment, change, modification or addition to this Lease shall be binding upon the parties unless it is in writing and signed by both Lessor and Lessee.

15. Binding Effect

This Lease, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrative, executors, successors and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

WITNESSES:

LESSOR: CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Eric L. Wobser, City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed.

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

Notary Public

My Commission Expires: _____

WITNESSES:

LESSEE: MA DA & DEWEY

Connie Weyer, Owner

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Connie Weyer, Owner of Ma Da & Dewey, and acknowledged their execution of the foregoing instrument as said Lessees on behalf of themselves and that the same is their voluntary act and deed.

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

Notary Public

My Commission Expires: _____

Approved as to Form:

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

EXHIBIT "A"

Updated pictures of premises to be attached upon completion

EXHIBIT "B"

Menu for Dorn Community Park Concession Area

MA DA & DEWEY CONCESSIONS

Hotdog	\$2.00
Chilidog	\$2.50
Peanut Butter Chilidog	\$3.50
Chili Cheesedog	\$3.00
Pizza Rolls	\$3.00
Soft Taco	\$3.50
Nachos N Cheese / Supreme	\$3.00 / \$4.50
Walking Taco	\$3.50
Chips	\$1.00
Hot Pretzel	\$3.00
Candy Bars	\$1.50
Donuts / Peanuts / Popcorn	\$1.00
Sunflower Seeds	\$1.00
Bid League Chew	\$1.50
Water	\$1.00
Pop and Gatoraid	\$2.00
Kids Small Juice	\$0.50
Hot Chocolate / Coffee	\$1.00



COMMUNITY DEVELOPMENT

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

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

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: April 11, 2019

Subject: Commission Agenda Item – Enterprise Zone (EZ) Second Amendment

Items for Consideration: Legislation approving a Second 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 had taken longer than anticipated. As such the City entered into a First Amendment to the Agreement in the 2018 in order to: (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 July 1, 2019, nor extend beyond June 30, 2029. By doing so, this ensures 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.

In the Fall of 2018, Chris Andrews, LLC amended its company name to Ohio Truck Sales, LLC and therefore, for consistency and accuracy purposes, the existing Agreement should be amended to reflect the current and correct legal entity subject to the Agreement. It is therefore requested that the Agreement be amended a second time to remove all references to Chris Andrews, LLC and instead be replaced with Ohio Truck Sales, LLC.

Budgetary Information: There is no budgetary impact with this request.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Second Amendment to the Enterprise Zone Tax Abatement Agreement with the updated entity – Ohio Truck Sales, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the Amendment and change the company name at the earliest opportunity.

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
John Storey, Economic Development Specialist

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO AN ENTERPRISE ZONE AGREEMENT WITH OHIO TRUCK SALES, LLC; 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, 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 a 10-year, 75% tax abatement on the construction of a 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, this City Commission authorized and directed the City Manager to enter into an Amendment to the Enterprise Zone Agreement with Chris Andrews, LLC (d.b.a. Ohio Truck Sales) by Ordinance No. 18-245, passed on December 21, 2018, for the purpose of revising the construction completion date to June 30, 2019, as construction was taking longer than anticipated due to the extent of the project; and

WHEREAS, Chris Andrews, LLC, has amended its company name to Ohio Truck Sales, LLC, and for consistency and accuracy purposes, it is necessary to amend the Enterprise Zone Agreement to remove all references to Chris Andrews, LLC, and replace with Ohio Truck Sales, LLC; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Amendment and change the company name at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of 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 Second Amendment to the Enterprise Zone Agreement with Ohio Truck Sales, LLC, 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 Ohio Truck Sales, LLC, 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: April 22, 2019

Amendment #2 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 construction is to be completed by June 30th, 2019; and

WHEREAS, on September 27th, 2018, Chris Andrews, LLC filed an amendment to its domestic limited liability company certificate with the Secretary State of Ohio to formally change its name from "Chris Andrews, LLC" to "Ohio Truck Sales, LLC"; and

WHEREAS, this Amendment #2 to the Enterprise Zone Agreement is intended to so reflect said name change.

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. Any and all references to "Chris Andrews, LLC" shall be amended to reflect the name change of "Ohio Truck Sales, LLC"; and
2. 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 _____ 2019 and Ohio Truck Sales, LLC by Chris Andrews, its owner, has caused this instrument to be executed on this _____ day of _____, 201__.

CITY OF SANDUSKY, OHIO

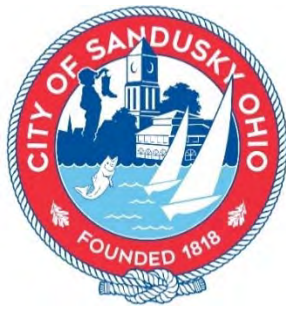
By: _____
Eric Wobser, City Manager

Ohio Truck Sales, LLC

By: _____
Chris Andrews, Owner

Approved as to form:

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



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

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

To: Eric Wobser, City Manager

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

Date: April 10, 2019

Subject: **Disposal of Property**

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize legislation to dispose of bicycles and other equipment pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The item list attached is from the respective departments listed and is no longer of useful life to the City:

***Sandusky Police Department Special note:** Some of these items have been confiscated to or by the Sandusky Police Department; the criminal cases involving each of these items have been closed and it is no longer necessary to hold the items (they are of no value to the City of Sandusky).*

Any item not sold at the auction will be disposed of.

BUDGET IMPACT: Proceeds from the sale of these items will be placed in the General Fund, Law Enforcement Trust, Street Fund, Sewer Fund and Water Fund.

ACTION REQUESTED: It is requested that legislation be approved authorizing the disposal of bicycles and other equipment on the attached list. It is recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter as the auction is scheduled to be held Saturday, May 18th, 2019 at 9:00 a.m.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron Klein, P.E.
Director

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

FORESTRY

- 1 Stihl 019T chain saw (unknown condition)
- 1 Craftsman 18" chain saw (unknown condition)
- 1 Poulan Super 250A chain saw (unknown condition)
- 1 Craftsman leaf blower (unknown condition)
- 2 Christmas tree stands
- 2 Scoop shovels
- 1 Gardening hoe
- 6 Rakes

FINANCE

- 1 Calculator
- 1 Keyboard
- 1 Box of jumbo envelopes
- 10 Boxes of misc office equipment/supplies
- 1 Rolling office cart
- 1 Swintec 7000 word processor

CEMETERY

- 2 Stihl chainsaws

FIRE

- 1 Milwaukee super sawzall
- 1 Bag of stuffed animals
- 1 Corner table
- 1 Pleather office chair
- 3 Squeegee heads
- 1 Cpr board
- 1 Hp Deskjet 6122 printer
- 1 Hp Deskjet 6988 printer
- 1 Freddie, the fire truck
- 1 Sparky, the fire dog suit
- 1 Box of misc. Motorola radio equipment
- 1 Regular resuscitation dummy
- 1 Junior resuscitation dummy

SEWER

- 1 DeWalt 14" chop saw
- 1 Rockwell radial arm saw
- 1 Lincoln SP250 MIG welder (needs repaired)
- 1 Misc. jackhammers
- 1 Misc. construction barrel flashers
- 1 Tube type television
- 1 Tool storage boxes
- 1 DeWalt 1/2" Impact tool 18V
- 1 DeWalt 1/2" Drill 18V

WATER

- 1 Ricoh 2000 Printer/Copier/Fax/Scanner
- 1 HP Officejet Pro 8600 Printer/Copier/Fax/Scanner
- 1 PL-920 Locator and Transmitter
- 1 LC-2100 Leaf Correlator
- 1 Song digital camera w/ case
- 1 Alemite automatic air grease equipment
- Various traffic cones & barrels

GREENHOUSE

- 3 Weed whips (unknown condition)
- 1 Lesco Edge Trimmer (unknown condition)
- 1 Toro push mower

GROUND

- 1 HP Deskjet 6940 Printer

POLICE

- 1 Drone
- Misc jewelry
- 1 Fargo Security locker (18 compartments)

TRAFFIC

- 10 Traffic Lights
- 2 Stihl weed eaters
- 4 Traffic control cabinets
- 2 Pallets of cfl/florescent light bulbs
- 1 Portable infrared surface heater
- 1 Gerber sign plotter
- 1 Microtec scanner
- 1 Rolling cabinet
- 2 Pallets of misc. electrical items
- 1 Wall mount cabinet
- 1 Green light
- 1 Pink toy car
- 1 Paper divider shelving
- 1 Razor scooter
- 76 Bikes
- 1 Folding table
- 1 Barrel of paint
- 1 Barrel of degreaser
- 21 5 gallon buckets of paint
- 1 Portable work light
- 3 Electronic transformers (unknown condition)
- 1 Small, single-drawer desk
- 1 Wooden tabletop cabinet
- 1 Checker/game table
- 3 VFDs (unknown condition)
- 4 Meter content boxes
- 5 250 Watt multi-tap shop lights

GENERAL

- 14 Concrete trash receptacles
- 1 Large security container
- 1 Box of metal hooks
- 1 Container of misc. charges & cables
- Various chairs
- 3 Coffee pots
- 2 Modine furnances
- 7 First Aid kits
- 1 Timecard holder
- 1 Wall mount filing cabinet
- 1 Curtis air compressor (unknown condition)
- 1 Wooden storage container
- 1 Sheet goods holder
- 1 Wooden filing cabinet
- 5 Metal filing cabinets
- 1 Craftsman air compressor
- 1 Filing rack

PROPERTY

- 1 Cub Cadet snow blower (needs repaired)
- 1 NordicTrack elliptical (needs repaired)
- 1 Sole elliptical (needs repaired)

RECREATION

- 1 Sunbeam propane grill

INFORMATIN TECHNOLOGY

- 1 Ricoh 171 Printer

ORDINANCE NO. _____

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

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

WHEREAS, the following items have been determined to be obsolete, unnecessary and unfit for City use by the respective departments listed:

FORESTRY

- 1 Stihl 019T chain saw (unknown condition)
- 1 Craftsman 18" chain saw (unknown condition)
- 1 Poulan Super 250A chain saw (unknown condition)
- 1 Craftsman leaf blower (unknown condition)
- 2 Christmas tree stands
- 2 Scoop shovels
- 1 Gardening hoe
- 6 Rakes

FINANCE

- 1 Calculator
- 1 Keyboard
- 1 Box of jumbo envelopes
- 10 Boxes of misc. office equipment/supplies
- 1 Rolling office cart
- 1 Swintec 7000 word processor

CEMETERY

- 2 Stihl chainsaws

FIRE

- 1 Milwaukee super sawzall
- 1 Bag of stuffed animals
- 1 Corner table
- 1 Pleather office chair
- 3 Squeegee heads
- 1 CPR board
- 1 HP Deskjet 6122 printer
- 1 HP Deskjet 6988 printer
- 1 Freddie, the fire truck
- 1 Sparky, the fire dog suit
- 1 Box of misc. Motorola radio equipment
- 1 Regular resuscitation dummy
- 1 Junior resuscitation dummy

POLICE

- 1 Drone
- Misc. jewelry
- 1 Fargo Security locker (18 compartments)

TRAFFIC

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- 2 Pallets of cfl/florescent light bulbs
- 1 Portable infrared surface heater
- 1 Gerber sign plotter
- 1 Microtec scanner
- 1 Rolling cabinet
- 2 Pallets of misc. electrical items
- 1 Wall mount cabinet
- 1 Green light
- 1 Pink toy car
- 1 Paper divider shelving
- 1 Razor scooter
- 76 Bikes
- 1 Folding table
- 1 Barrel of paint
- 1 Barrel of degreaser
- 21 5 gallon buckets of paint
- 1 Portable work light
- 3 Electronic transformers (unknown condition)
- 1 Small, single-drawer desk
- 1 Wooden tabletop cabinet
- 1 Checker/game table
- 3 VFDs (unknown condition)
- 4 Meter content boxes
- 5 250 Watt multi-tap shop lights

SEWER

- 1 DeWalt 1/2" Impact tool 18V
- 1 DeWalt 1/2" Drill 18V
- 1 DeWalt 14" chop saw
- 1 Rockwell radial arm saw
- 1 Lincoln SP250 MIG welder (needs repaired)
- 1 Misc. jackhammers
- 1 Misc. construction barrel flashers
- 1 Tube type television
- 1 Tool storage boxes

GROUND

- 1 HP Deskjet 6940 Printer

WATER

- 1 Ricoh 2000 Printer/Copier/Fax/Scanner
- 1 HP Officejet Pro 8600 Printer/Copier/Fax/Scanner
- 1 PL-920 Locator and Transmitter
- 1 LC-2100 Leaf Correlator
- 1 Song digital camera w/ case
- 1 Alemite automatic air grease equipment
- Various traffic cones & barrels

GREENHOUSE

- 3 Weed whips (unknown condition)
- 1 Lesco Edge Trimmer (unknown condition)
- 1 Toro push mower

GENERAL

- 14 Concrete trash receptacles
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- 1 Craftsman air compressor
- 1 Filing rack

PROPERTY

- 1 Cub Cadet snow blower (needs repaired)
- 1 NordicTrack elliptical (needs repaired)
- 1 Sole elliptical (needs repaired)

RECREATION

- 1 Sunbeam propane grill

INFORMATIN TECHNOLOGY

- 1 Ricoh 171 Printer

WHEREAS, the items listed for the Police Department have been forfeited to or confiscated by the Sandusky Police Department and the related Court cases have been adjudicated and closed thereby eliminating the need to retain these items as evidence; and

WHEREAS, the proceeds from the sale of these items will be placed into the General Fund, Law Enforcement Trust Fund, Street Fund, Sewer Fund, and Water Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for the items to be declared unnecessary and unfit for City use prior to the public auction scheduled for May 18, 2019; and

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

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

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

Section 1. This City Commission finds and determines that the personal property described in the preamble above has become obsolete and is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property through public auction, sale process, or by internet auction and the proceeds from the sale of these items will be placed into the General Fund, Law Enforcement Trust Fund, Street Fund, Sewer Fund and Water Fund.

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

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

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

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

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

Passed: April 22, 2019

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE PROPOSED FIX-IT AMERICA CONSTITUTIONAL AMENDMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, American Promise assembled the first cross-partisan Advisory Council to speak out for the 28th Amendment and these American leaders represent thoughtful viewpoints from a variety of political, economic, and demographic perspectives; and

WHEREAS, American Promise is a non-profit organization and the local group in Port Clinton, Ohio, is one of four grassroots groups in Ohio that are working in the Ohio statehouse and with other cities to gather support for the proposed Fix-It America Constitutional Amendment, which is supported by Ohio Representative Steve Arndt (and by former Ohio Senator Randy Gardner); and

WHEREAS, the proposed Fix-It America constitutional amendment provides: **“Congress and the states shall regulate the role of money in elections and governance to ensure transparency, protect the integrity of democratic institutions, and encourage the ethical conduct of elected officials. No such reasonable regulation shall be deemed in violation of freedom of speech rights in the Constitution of the United States or its Amendments”**; and

WHEREAS, there is broad bipartisan support for fair elections and governance in Ohio and across the United States of America; and

WHEREAS, there is agreement on the underlying principles that the role of money in elections and governance should be transparent, protect the integrity of our democratic institutions, and encourage the ethical behavior of elected officials, and

WHEREAS, the proposed Fix-It America constitutional amendment expressly empowers Congress and the states to maintain fairness when it comes to these issues; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to formally support the proposed Fix-It America Constitutional Amendment and express our support to the Ohio Legislature at the earliest opportunity; and

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

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

Section 1. This City Commission hereby supports the proposed Fix-It America Constitutional Amendment and its submission to the United States Congress with a request that it be passed by the required two-thirds vote and submitted to the States for ratification.

Section 2. The Clerk of this City Commission is hereby directed to provide a certified copy of this Resolution to each Senator and Representative in the Ohio Congressional Delegation and to the State Senators and Representatives in the Ohio Legislature.

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: April 22, 2019



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton, Matt Lasko

Date: April 10th, 2019

Subject: **Commission Agenda Item – New City Hall Moving Services**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter in to agreement with Stierhoff Moving, Division of Superior Mobility Services, LLC, (Stierhoff Moving) of Sandusky, OH for moving services to relocate administrative staff to the New City Hall location.

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

In March of 2019, the City released an RFP for moving services, closing on April 9th. We received four proposals which were scored by the review committee.

Proposed Solution:

Stierhoff Moving will provide packing materials for staff to pack their areas and provide the moving services to fully relocate the Administrative staff to the New City Hall Location. The proposed solution was determined to be the lowest and best based on their qualifications, experience and cost. Stierhoff are a local company and their proposal was the most advantageous to the City.

BUDGETARY INFORMATION: The cost of the services is \$12,200.40. We will add \$3000 contingency to cover additional items staff may decide to take with us. The total of \$15,200.40 will be expensed from the Capital Projects Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared authorizing the City Manager to enter in to agreement with Stierhoff Moving of Sandusky, OH for moving services to relocate administrative staff to the New City Hall location. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to enable the City to enter in to agreement and allow the City to proceed with selecting the desired dates for the move.

Stuart Hamilton
I.T. Manager

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STIERHOFF MOVING, DIVISION OF SUPERIOR MOBILITY SERVICES, LLC, OF SANDUSKY, OHIO, FOR MOVING SERVICES TO RELOCATE ADMINISTRATIVE STAFF TO THE NEW CITY HALL ADMINISTRATIVE FACILITY; 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 proposals (RFP) was issued on March 20, 2019, for moving services to relocate administrative staff to the new City Hall Administrative Facility in which four (4) proposals were received and evaluated by a selection committee and based upon the proposers qualifications, experience and cost, it was determined the proposal of Stierhoff Moving, Division of Superior Mobility Services, LLC, of Sandusky, Ohio, was the lowest and best; and

WHEREAS, Stierhoff Moving, Division of Superior Mobility Services, LLC, will be providing commercial moving services for the relocation of administrative staff from the current City Hall location to the new City Hall Administrative Facility located on the corner of Columbus Avenue and East Washington Row; and

WHEREAS, the cost for the moving services is \$15,200.40, which includes a \$3,000.00 contingency, 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 immediately execute a contract and allow the City to proceed with selecting desired dates for moving to the new City Hall Administrative Facility; 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 Stierhoff Moving, Division of Superior Mobility Services, LLC, of Sandusky, Ohio, for commercial moving services to relocate administrative staff to the new City Hall Administrative Facility consistent with the proposal submitted, a

copy of which is marked Exhibit "A" and attached to this ordinance, at an amount **not to exceed** Fifteen Thousand Two Hundred and 40/100 Dollars (\$15,200.40).

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

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

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

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: April 22, 2019



April 8, 2019

Stierhoff Moving
Division of Superior Mobility
2033 Superior Street
Sandusky, OH 44870

Megan Stookey
c/o Department of Public Works
222 Meigs Street
Sandusky, OH 44870

Dear Ms. Stookey:

Thank you for the invitation to present our qualifications for commercial moving services for the relocation of the Sandusky City Hall Administrative Facility for 222 Meigs Street to its new facility on the corner of Columbus Ave. and East Washington Row, Sandusky. This is an exciting venture for our city and we are eager to be a part of the relocation.

Stierhoff Moving “Division of Superior Mobility”, Atlas Van Lines

The Stierhoff family has been synonymous with moving for over 60 years in Sandusky and it's surrounding areas. Established in 1955, the company still remains on Superior Street and continues to be run by the Stierhoff family. Mike Stierhoff and Todd Stierhoff currently run the company with the support of four of Todd's brothers, who operate as drivers, warehouse supervisors and equipment maintenance personnel. Stierhoff Moving became one of Atlas Van Lines original agents over 50 years ago and continues to fly the Atlas colors today. As an Atlas Van Lines agent Stierhoff Moving/Superior Mobility regularly won and continues to win Atlas' awards for customer service, hauling awards and packing awards. Superior Mobility's growth throughout the decades has seen satellite warehouses open in Lorain, Ohio and Findlay, Ohio.

The commercial division has relocated countless local businesses over the years. A few of the current relocations we have performed, that are similar in size and scope, include: Firelands Regional Hospital, Sandusky City Schools, City of Elyria Court House, and Invacare Corporation. The references for these relocations can be found on the attached page.

Key Personnel

Mike Stierhoff – Owner/President of Operations

Mike oversees all long haul operations and commercial moving. Mike will oversee the qualified personnel which will also include other members of the Stierhoff family. Mike will schedule all labor, trucks and equipment for the City move.

Mike.Stierhoff@Superiorrelo.com

Office: 419-626-5005

Cell: 419-656-5799

Marcia Stierhoff – Customer Service and Scheduling

Marcia is Mike's wife and has been in the moving business for over 40 years. Marcia answers most incoming calls for Stierhoff Moving and helps schedule and coordinates all moves. Marcia will help answer any questions that may arise as well as help coordinate any dates or schedule meetings that need to be arranged. Marcia will also help arrange for the delivery of all moving supplies and equipment.

Marcia.Stierhoff@Superiorrelo.com

Office: 419-626-5005

Cell: 419-656-7528

Todd Stierhoff – Owner/Office Manager

Todd oversees office personnel, sales leads and site surveys. Todd will work hand in hand with Mike in developing move strategy to ensure the right equipment and personnel will be on site the day of the move. Todd will also be on site the day of move as a labor supervisor and project manager.

Todd.Stierhoff@Superiorrelo.com

Office: 440-277-6683

Cell: 419-656-7527

Project Understanding

It is understood that the scope of the work will include, but not be limited to:

Relocation of any identified existing furniture, files, boxes, office equipment, and miscellaneous items from Meigs Street facility to the new facility on East Washington Row.

In order to effectively coordinate a move such as described we attended the scheduled walk thru, March 29th, and took a detailed inventory of items to be moved and the layout of the facility. Once our move bid is accepted we will schedule pre-move meeting to discuss all specific timelines and concerns of the city. We will provide all packing and moving supplies, color coded labels, speed packs, library carts and certificates of insurance. When we arrive on move day we will provide flooring and hallway protection for the current facility and the new facility.

It is also understood that there is a need to be flexible as a service supplier. Weekly updates via email or phone calls regarding scheduling or move concerns within a two week period of the project commencement should easily allow for the flexibility needed. With a project of this scope, certain flexibility is assumed and all attempts to acquiesce the needs of the City will be afforded.

Scope of Services

Our commercial relocation division will work with the City of Sandusky officials to ensure all office furniture, accessory items and all boxed supplies are relocated safely to the new facility with the same care we have been giving for over 60 years in and around Sandusky. We will assign a project lead who will formulate a pre-move plan to identify all items to be moved and that each unit ends up in the correct place at the new facility. Our project lead will schedule pre-move meetings with the appointed members of the City's team to work through all aspects of the move prior to the start date of the relocation. This will ensure a smooth and stress free transition on moving day.

Proposal/Bid

Stierhoff Moving will Supply three (3) straight trucks, one (1) Project manager and nine (9) additional labors. We will supply all two-wheel and four-wheel dollies, panel carts and library carts as needed. Also we will supply all floor covering and hall protection for both origin and destination. We will furnish to the city all packing supplies, bubble wrap, color coded labels and speed packs deemed necessary to complete the relocation.

Time & Labor \$10,464.00

Packing Supplies

* 300 Small Cartons	@ \$1.00	\$ 300.00
* 100 Medium Cartons	@ \$ 1.00	\$ 100.00
* 6 Speed Packs	@ N/C	\$ 0.00
100 lbs. packing paper	@ \$ 0.30	\$ 30.00
2 Cases Tape (72)	@ \$90.00	\$ 180.00
2 Rolls Bubble Wrap	@ \$40.00	<u>\$ 80.00</u>

Total Cost \$11,154.00

Overage Protection 10% \$ 1046.40

*Stierhoff Moving will credit the City back \$1.00 for every carton returned within the two week window of move completion

Thank you again for the invitation to be a part of this project. I look forward to the opportunity to work together.

Best Regards,

Todd Stierhoff
Stierhoff Moving/Superior Mobility
www.superiorrelo.com
419-656-7527

References

Sandusky City Schools
Board of Education
207 Decatur Street
Sandusky, OH 44870
Kevin Toms
419-984-1335

Firelands Regional Hospital
1111 Hayes Ave.
Sandusky, OH 44870
Scott Hammond
419-557-7196

Lorain County Commissioners
226 Middle Ave.
Elyria, OH 44035
Karen Davis
440-329-5103

Invacare Corporation
1 Invacare Way
Elyria, OH 44035
Andrew Saliga
440-370-5622

VIII. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. While it is not necessary to use the forms provided, any substituted or attached additional sheets must contain the requested information and be clearly marked for easy reference by the evaluation committee.

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

- ☒ Proposal Form
- ☒ Original proposal in Sealed Envelope (or email)
- ☒ Organization Description, Experience History and Service References
- ☒ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- ☒ Completed "Disclosure of Personal Property Taxes"
- ☒ Completed "Non-Collusion Affidavit"
- ☒ Completed "No Unresolved Finding of Recovery"
- ☐ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal

Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid.

Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: Stierhoff Moving

Business Address: 2033 Superior Street Sandusky, Ohio 44870

Telephone Number 419-626-5005

Other Phone 419-656-5799 Mike

Other Phone 419-656-7528 Marcia

Fax

Email marcia.stierhoff@superiorrelo.com

Name and Title of Contact Individual for Further Information

Mike Stierhoff President

Legal Status of Organization: (Check one)

- ☒ Forprofit- corporation or joint venture corporation
- ☐ Forprofit- partnership or sole proprietorship
- ☐ Non-profit corporation Public Agency Other (identify)
- ☐ Non-profit corporation Private Agency Other (identify)

Attach your proposal with an operational plan.

Any additional information that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

Organization History

Provide a brief description of the major business functions, history, and organizational structure of the Respondent Organization. Attach additional info as felt necessary.

Typed in RFP

Has Respondent, or any officer or partner of respondent, failed to complete a contract?

Yes _____ No ☒. If yes, give details on separate sheet.

Is any litigation pending against Respondent or any officer or partner of Respondent's organization? Yes _____ No ☒. If yes, give details on separate sheet.

Experience History

List the names of all businesses with which you have a current or have had a recent contract for similar services. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

<u>Municipality/Company</u>	<u>Current or Recent</u>	<u>Contact Person/Phone No.</u>
-----------------------------	--------------------------	---------------------------------

Provided in RFP

Have you ever had a contract canceled?

Yes _____

No ☒

If YES, explain in full detail, giving the name of the employer, name of responsible official, title and telephone number who can be contacted regarding this cancellation. Attach extra page(s) if necessary.

Service References

Tell us about up to three (3) similar contracts which the Respondent Organization has provided service under. Provide complete contact information. Attach additional sheets as necessary

Provided in RFP

Waiver and Release Form

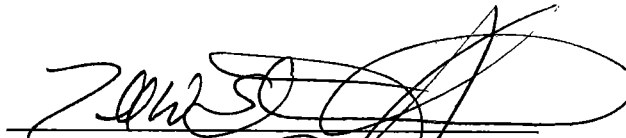
In consideration of the review by the City of Sandusky, Ohio, of a contract proposal and bid submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the City of any and all information related to the current obligations of the undersigned to the City, including, but not by way of limitation, obligations under the City's income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the City of Sandusky, Ohio, its officers, agents, and employees from any liability in relation thereto.

Stierhoff Moving

BY: Todd Stierhoff

DATE: 4-5-2019

SIGNED IN THE PRESENCE OF:


Melanie Presler

DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF Erie

) SS:

The undersigned being first duly cautioned and sworn says that he is the

Vice President of Stierhoff Moving

who made a bid for an improvement project or for the purchase of services and supplies for the City of Sandusky, Ohio, involving the competitive bid process;

That Affiant says that he is familiar with Section 5719.042 of the Ohio Revised Code and that he submits to the City of Sandusky Finance Director as the Taxing District Fiscal Officer this statement affirmed under oath that as the person with whom the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district shown as the City of Sandusky has territory or that such person was charged with delinquent personal property taxes on any such tax list;

~~(Strike out if not applicable)~~ This statement sets forth in full, the amount of such due and unpaid delinquent taxes and any due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon as specified by Section 5719.042 by Exhibit "A" which is attached hereto and made a part hereof this Affidavit as if fully rewritten and is incorporated by reference.

~~The Affiant says that if this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer, which is hereby given, shall be transmitted by the Finance Director of the City of Sandusky to the County Treasurer within thirty (30) days of the date this statement is submitted.~~

~~Affiant further says that a copy of the statement shall also be incorporated into the contract with the City of Sandusky and agrees that no payment shall be made with respect to any contract to which Section 5719.042 Revised Code applies unless such statement has been so incorporated as a part thereof.~~

Affiant Signature

Sworn to and subscribed before me a Notary Public by
Todd Stierhoff this 5th day of

April, 2019.

My commission expires:

Melanie Presler

Public

Notary



MELANIE PRESLER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
April 21, 2020

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for proposal to be considered)

STATE OF OHIO

>SS

COUNTY OF Erie

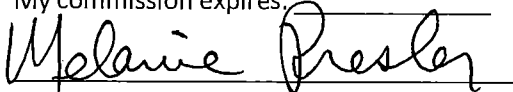
Todd Stierhoff, being first duly sworn, deposes and says
that he is Vice President
(Sole owner, a partner, president, secretary, etc.)
of Stierhoff Moving

the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same contract; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal, or that such other person shall refrain from submitting a proposal, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication on conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix and overhead, profit or cost elements of said proposal price, or that of any other proposer, or to secure an advantage against the City, or any person or persons interested in the proposed contract and that all statements contained in said proposal are true; and further, that such proposer has not, directly or indirectly submitted said proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.


Affiant

Sworn to and subscribed before me a Notary Public by Todd Stierhoff this
5th day of April, 2019.

My commission expires:


Notary Public Signature

SEAL:



MELANIE PRESLER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
April 21, 2020

OHIO REVISED CODE SECTION 9.24 – NO UNRESOLVED FINDING OF RECOVERY ISSUED BY THE AUDITOR OF THE STATE OF OHIO

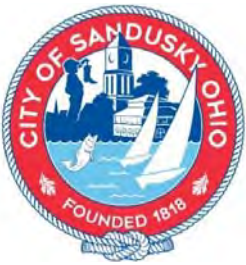
The UNDERSIGNED PROPOSER/CONTRACTOR certifies, to the best of his or her knowledge and belief, pursuant to Ohio Revised Code Section 9.24, there is no unresolved finding of recovery issued by the auditor of the State of Ohio Pending against it.

Date: 4-5-2019

Signature: _____

Company Name: Stierhoff Moving

Title: Vice President



DEPARTMENT OF PUBLIC WORKS

Division of Facilities & Properties

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 10, 2019

Subject: **Commission Agenda Item – Award 2019 Tree Removal Project to Tree Experts**

ITEM FOR CONSIDERATION: Legislation awarding a contract to Tree Experts of Huron, Ohio for the 2019 Tree Removal Project.

BACKGROUND INFORMATION: The 2019 Tree Removal Project consists of the removal of twenty-one (21) dead trees located within the city boulevard at various locations throughout the City. Letters have been sent to these residents asking if they would like a replacement tree and if so, they will be placed on the list.

The following bids were received on April 5, 2019:

EcoTree Services, LLC	\$53,445.00	Total Base Bid
Lorain, Ohio		
100% Bond		

Tree Experts	\$44,399.25	Total Base Bid
Huron, Ohio		
100% Bond		

The engineer's estimate for the base bid is \$47,250.00.

The schedule requires completion within 45 days from the Notice to Proceed, including site restoration. Property owners will have to water the grass seed after it is placed.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$44,576.85 and is to be paid with Issue 8 funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to Tree Experts of Huron, Ohio for the 2019 Tree Removal Project in an amount not to exceed \$44,399.25 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to begin removing trees as soon as possible so the grass can be established this spring.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TREE EXPERTS OF HURON, OHIO, FOR THE 2019 TREE REMOVAL PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2019 Tree Removal Project by Resolution No. 009-19R, passed on March 11, 2019; and

WHEREAS, the 2019 Tree Removal Project involves the removal of twenty-one (21) dead trees located on City boulevards and includes seeding at the removal site; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Tree Experts of Huron, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total cost of this project based on bids, including advertising and miscellaneous costs is \$44,576.85 and will be paid with Issue 8 funds from the 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 to allow the contractor to begin removing trees as soon as possible so the grass can be established this Spring; 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 Services, 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 Tree Experts of Huron, Ohio, for the 2019 Tree Removal Project in an amount **not to exceed** Forty Four Thousand Three Hundred Ninety Nine and 25/100 Dollars (\$44,399.25) consistent with the bid submitted by Tree Experts of Huron, 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: April 22, 2019