



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 13, 2019 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, G. Lockhart, W. Poole, D. Murray, D. Brady, N. Twine & N. Lloyd
APPROVAL OF MINUTES	April 22, 2019
AUDIENCE PARTICIPATION	
SWEARING-IN/PROMOTION	Sandusky Fire Department Fire Fighter Andrew Pettay and Captain Matt Cox
PRESENTATION	1) Sandusky High School Gentlemen's Club 2) Sandusky Youth Commission Talon Flohr, Neighborhood Outreach Coordinator
PROCLAMATION	2019 Click It or Ticket Campaign
PUBLIC HEARING	Proposed Vacation of 20' Alley North of Cleveland Road (Item #1 below) Greg Voltz, Planner
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR KRAV FOODTRUCK, LLC DBA SORTINO'S RESTAURANT

A request has been received from the Ohio Division of Liquor Control for the transfer of **D1** (*beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2** (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D3** (*spirituosous liquor for on premises consumption only until 1 a.m.*), and **D3A** (*extended issue permit privileges until 2:30 a.m.*) liquor permits from Sortino Enterprises Ltd. & Patio & Garden, 1220 Sycamore Line to Krav Foodtruck LLC dba Sortino's Restaurant & Patio & Garden, 1220 Sycamore Line. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing on this matter.

B. Submitted by Kelly Kresser, Commission Clerk

TREX LIQUOR PERMIT TRANSFER FOR BEER, BAIT AND MOOR, LLC

A request has been received from the Ohio Division of Liquor Control for the transfer of **C1** (*beer only in original sealed container for carryout only*), **C2** (*wine and mixed beverages in sealed containers for carry out*) and **D6** (*sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) **TREX** liquor permits from Riser Foods Co. dba GetGo #3329 in Cleveland, Ohio, to Beer, Bait & Moore, LLC, 1319 First Street. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing on this matter.

C. Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENT FOR 936 WEST MARKET STREET THROUGH LAND BANK PROGRAM

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

ORDINANCE NO. _____: It is requested an ordinance be passed repealing Ordinance No. 18-153 and declaring that certain real property owned by the city as part of land reutilization program identified as Parcel No. 59-00466.000, located at 936 West Market Street is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENTS FOR TWO PARCELS ON RANSOM STREET THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, survey and deed preparation. Any such costs shall be recouped by the city from the nonrefundable earnest money deposits required to be paid by purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$360 per year.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel Nos. 58-01344.000 and 58-01345.000, located on Ransom Street, Sandusky, are no longer needed for any municipal purpose and authorizing the execution of purchase and sale agreements with respect to the real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENTS FOR PARCELS LOCATED AT 829 JACKSON STREET EXTENSION THROUGH LAND BANK PROGRAM

Budgetary Information: The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees and survey and deed preparation. Any such costs shall be recouped by the city from the nonrefundable earnest money deposits required to be paid by purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately \$688 per year.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 58-01623.000, located at 829 Jackson Street Extension, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase and sale agreements with respect to the real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Aaron Klein, Director of Public Works

AUTHORIZATION TO ACCEPT BIDS FOR RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT

Budgetary Information: The engineer's estimate for the City of Sandusky runoff reduction through strategic tree planting project is \$125,000, of which \$100,000 will initially be paid with city funds and then reimbursed through the GLRI grant funded by the U.S. EPA and the remaining balance of \$25,000 will be paid with storm water funds from the sewer fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed runoff reduction through strategic tree planting project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

G. Submitted by Hank Solowiej, Finance Director

PAYMENT TO ODNR FOR CHESAPEAKE LOFTS SUBMERGED LANDS LEASE

Budgetary Information: This submerged lands lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the city for the cost of the lease. ODNR does not allow a sub-leaseholder to make a submerged lands lease payment on the city's behalf. Ordinance No. 18-065 was passed by the City Commission on March 26, 2018, approving payment for the period of April 1, 2018 to March 31, 2019.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to the Ohio Department of Natural Resources, Office of Coastal Management for rental payment on submerged lands lease File No. SUB-2119B-ER for the period of April 1, 2019, through March 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

H. Submitted by Nicole DeFreitas, Transit Administrator

LEASE AGREEMENT WITH FIRST TRANSIT, INC. FOR FOUR TRANSIT BUSES

Budgetary Information: The total cost of the vehicles for a 24-month lease would not exceed \$67,200 to be paid with rural grant funds received by the U.S. Department of Transportation Federal Transit Administration through the Ohio Department of Transportation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a vehicle lease agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two 2007 Eldorado National buses and two 2014 Glaval entourage buses for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

I. Submitted by Stuart Hamilton, IT Manager

SUPPORT AND MAINTENANCE PAYMENT TO WONDERWARE NORTH FOR WASTE WATER TREATMENT PLANT SCADA SYSTEM

Budgetary Information: The cost for this support and maintenance agreement for a 12-month period will be \$12,730 and will be paid with funds from the sewer operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Wonderware North (Q-Mation) of Horsham, Pennsylvania, for the renewal of the customer first support program for the supervisory control and data acquisition software at the Waste Water Treatment Plant for the period of May 23, 2019, through May 22, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

FIRST READING

ITEM #1 – Submitted by Greg Voltz, Planner

VACATION OF 20' ALLEY LOCATED BETWEEN 1625 AND 1631 CLEVELAND ROAD

Budgetary Information: There is no impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed vacating an alley located North of Cleveland Road between 1625 and 1631 Cleveland Road, within the city, as set forth on the vacation plat, a copy of which is marked Exhibit A-2, attached to this ordinance and incorporated herein.

ITEM #2 – Submitted by Aaron Klein, Director of Public Works

AGREEMENT WITH RICHARD L. BOWEN & ASSOCIATES, INC. FOR DESIGN OF THE JUSTICE CENTER

Budgetary Information: The not to exceed cost for Phase I of the professional design services is \$91,483 to be split evenly between the Court's capital account and the city's capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Richard L. Bowen & Associates, Inc., of Cleveland, Ohio, for the Justice Center design project, Phase I; 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

APPROVAL OF 2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

Budgetary Information: There is no budgetary impact at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

ORDINANCE NO. _____: It is requested an ordinance be passed approving and adopting the 2019 five-year Capital Improvement Plan for the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

FIRST READING

ITEM #4 – Submitted by Greg Voltz, Planner

AMENDMENTS TO PUBLIC VENDING LEGISLATION

Budgetary Information: There is no impact to the general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Part Seven (Business Regulation Code), Chapter 735 (Public Vendors) of the Codified ordinances of the City of Sandusky, in the manner and way specifically set forth hereinbelow.

ITEM #5 – Submitted by Nicole DeFreitas, Transit Administrator

ADVERTISING SERVICES AGREEMENT WITH MARK ADVERTISING AGENCY FOR STS VEHICLES

Budgetary Information: Mark Advertising Agency, Inc. shall pay to the Sandusky Transit System an amount equal to 60% of the gross revenue received from the advertisers during the term of the agreement. Mark Advertising Agency, Inc. are guaranteeing the following revenues:

- CY 2019 - Minimum of \$45,000
- CY 2020 - Minimum of \$65,000
- CY 2021 - Minimum of \$75,000

These funds shall then be deposited into the transit fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Mark Advertising Agency, Inc., of Sandusky, Ohio, for advertising services for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

CONTRACT WITH GARZA DIRTWORKS, LLC FOR PHASE II DEMOLITION AT 1610 CAMPBELL STREET (FORMER WISTERIA FACILITY)

Budgetary Information: The total cost for this project including advertising and miscellaneous expenses is \$90,349.80 (\$349.80 for advertising). The project will be paid for from the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Garza Dirtworks, LLC, of Clyde, Ohio, for the Phase 2 demolition of the former Wisteria Farms project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #7 – Submitted by Matt Lasko, Chief Development Officer

DEMOLITION OF SEVEN PROPERTIES FOR CDBG FY 2019 (#1)

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for all seven of the demolitions will be paid with FY 2019 CDBG funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed CDBG FY 2019 demolition project #1; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 – Submitted by Jane Cullen, Assistant City Engineer

AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR PIER TRACK AND FARWELL PUMP STATIONS IMPROVEMENT PROJECTS

Budgetary Information: The estimated amount of the consultant fee for contract administration and inspection services is not to exceed \$251,880 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with Quality Control Inspection, Inc. of Bedford, Ohio, for construction administration and inspection services for the Pier Track pump station and Farwell pump station improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PURCHASE OF ASPHALT AND PAVING MATERIALS FROM ERIE MATERIALS

Budgetary Information: The budgeted costs for asphalt materials for 2019 as approved in the operating and maintenance and capital budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital via Issue 8	\$105,000.00
Sewer maintenance operating & maintenance	\$10,000.00
Water Distribution operating & maintenance	\$35,000.00
Street Division operating and maintenance	\$30,000.00
Sandusky neighborhood initiative	\$45,000.00
TOTAL	\$225,000.00

A portion of the operating and maintenance budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from the City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Erie Materials, Inc., of Sandusky, Ohio, for asphalt and paving material to be supplied for in-house street repairs and projects in calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #10 – Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF 2019 DODGE GRAND CARAVAN FROM GREVE CHRYSLER JEEP DODGE FOR BIG ISLAND WATER WORKS

Budgetary Information: The total cost of the 2019 Dodge Caravan is \$22,229 and will be paid from water funds which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2019 Dodge Grand Caravan from Greve Chrysler Jeep Dodge of Van Wert, Ohio, through the State of Ohio Cooperative purchasing program for the Big Island Water Works plant; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #11 – Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF 2019 F450 WITH DUMP BODY FROM LEBANON FORD COMMERCIAL FOR SEWER MAINTENANCE

Budgetary Information: The total cost of the 2019 F450 4 x 4 regular chassis cab, dual rear wheel truck with dump body and plow is \$57,715 and will be paid from sewer funds which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a 2019 Ford F450 4 x 4 regular chassis cab truck with dump body and plow from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Sewer Maintenance Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #12 – Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF 2020 FREIGHTLINER FROM VALLEY FREIGHTLINER & WESTERN STAR, INC. FOR STREET & TRAFFIC DIVISION

Budgetary Information: The cost of each 2020 Freightliner M2-106 conventional cab and chassis is \$81,068 with a total cost of \$162,136. \$65,000 will be paid from capital project Issue 8 funds and the remaining \$97,136 will be paid from the Street capital projects fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase two 2020 Freightliner M2-106 conventional cab & chassis trucks from Valley Freightliner & Western Star, Inc., of Parma, Ohio, through the State of Ohio Department of Transportation cooperative purchasing program for the Streets & Traffic Division; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #13 – Submitted by Todd Gibson, Sr., Facilities & Properties Supervisor

PURCHASE OF CAT TIRE LIFT TRUCK FROM TOWLIFT, INC. FOR WASTE WATER TREATMENT PLANT

Budgetary Information: The total cost of the CAT 12,000 lb. capacity LP Pneumatic tire lift truck is \$66,347.88 and will be paid from sewer funds which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring a 1973 Caterpillar tow motor as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase a CAT Pneumatic tire lift truck from Towlift, Inc., of Cleveland, Ohio, through the Sourcewell cooperative purchasing program for the Waste Water Treatment plant; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #14 – Submitted by Aaron Klein, Director of Public Works

CONTRACT WITH SMITH PAVING & EXCAVATING, INC. FOR 2019 SIDEWALK REPAIR & REPLACEMENT PROJECT

Budgetary Information: The estimated cost of the project based on bids including legal advertisement and recording fee is \$70,915.60 and will 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 Smith Paving & Excavating, Inc., of Norwalk, Ohio, for the 2019 sidewalk repair and replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #15 – Submitted by Stuart Hamilton, IT Manager

PURCHASE OF DELL TABLETS FROM DELL MARKETING FOR CODE ENFORCEMENT, BUILDING AND ENGINEERING INSPECTORS

Budgetary Information: The cost of the project is \$17,736.13 and will be expensed from the Code Enforcement Division's operating budget in the amount of \$7,736.13, from the Building Division's operating budget in the amount of \$5,000, from the rental registration fund in the amount of \$2,500 and \$2,500 from the Engineering Division's operating budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase seven Dell rugged tablets and associated docking hardware from Dell Marketing L.P. of Round Rock, Texas, through the State of Ohio Department of Administrative Services cooperative purchasing program to be used by Inspectors in the Divisions of Code Enforcement, Building and Engineering; 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, May 13, at 8:30 p.m.

Tuesday, May 14 at 5 p.m.

Monday, May 20 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 

PROCLAMATION

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

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

WHEREAS, the use of seat belts in passenger vehicles saved an estimated 69,000 lives nationwide between the years 2013 to 2017 because of seat belt usage; and

WHEREAS, regular seat belt use is the single most effective way to reduce injuries and fatalities in motor vehicle crashes is the best defense against impaired, aggressive and distracted drivers; and

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

WHEREAS, May 20 through June 2, 2019, has been selected as the national **Click It or Ticket** mobilization enforcement period; and

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

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

NOW THEREFORE, I, Dennis E. Murray – President of the Sandusky City Commission - do hereby proclaim and announce May 20 through June 2, 2019, as the

“Click It or Ticket Mobilization Weeks”

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

Dated this 13th day of May, 2019.

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

NOTICE TO LEGISLATIVE
AUTHORITY

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

4861998		TRFO	KRAV FOODTRUCK LLC DBA SORTINOS RESTAURANT & PATIO & GARDEN 1220 SYCAMORE LINE SANDUSKY OH 44870	
PERMIT NUMBER		TYPE		
02	01	2019		
ISSUE DATE				
04	15	2019		
FILING DATE				
D1	D2	D3	D3A	
PERMIT CLASSES				
22	077	B	F22215	
TAX DISTRICT			RECEIPT NO.	



TO
FROM 04/17/2019

8374977			SORTINO ENTERPRISES LTD & PATIO & GARDEN 1220 SYCAMORE LINE SANDUSKY OHIO 44870	
PERMIT NUMBER		TYPE		
02	01	2019		
ISSUE DATE				
04	15	2019		
FILING DATE				
D1	D2	D3	D3A	
PERMIT CLASSES				
22	077			
TAX DISTRICT			RECEIPT NO.	



MAILED 04/17/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/20/2019

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B TRFO 4861998

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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

Searching Instructions

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

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

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

SEARCH CRITERIA**Permit Number**

4861998

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 4861998; Name: KRAV FOODTRUCK LLC; DBA: DBA SORTINOS RESTAURANT & PATIO & GARDEN; Address: 1220 SYCAMORE LINE SANDUSKY 44870		
TODD BERRY	MANAGE MEM	PRESIDENT

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- [Ohio Department of Commerce](#)

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Kelly Kresser

From: Thomas Horsman
Sent: Monday, April 22, 2019 3:56 PM
To: Kelly Kresser
Subject: RE: Liquor Permit Transfer

Got it, thanks. Planning has no issues with the transfer.



Tom Horsman | Assistant Planner
PLANNING DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5945
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Monday, April 22, 2019 3:40 PM
To: Thomas Horsman <thorsman@ci.sandusky.oh.us>
Subject: RE: Liquor Permit Transfer

It does say food truck, but I believe it is for the deck/patio outside of the restaurant.



Kelly Kresser, CMC
City Commission Clerk
222 Meigs Street
Sandusky, OH 44870

419.627.5850
www.ci.sandusky.oh.us

From: Thomas Horsman
Sent: Monday, April 22, 2019 3:24 PM
To: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Subject: RE: Liquor Permit Transfer

Kelly Kresser

From: Stephen Rucker
Sent: Monday, April 22, 2019 5:30 PM
To: Kelly Kresser; John Orzech; Thomas Horsman
Subject: Re: Liquor Permit Transfer

No issues, thank you.

Get [Outlook for iOS](#)

From: Kelly Kresser <kkresser@ci.sandusky.oh.us>
Sent: Monday, April 22, 2019 1:05 PM
To: John Orzech; Stephen Rucker; Thomas Horsman
Subject: Liquor Permit Transfer

Attached is a request to transfer D1 (beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.) , D2 (wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.), D3 (spirituous liquor for on premises consumption only until 1 a.m.) and D3A (extended issue permit privileges until 2:30 a.m.) liquor permits from Sortino Enterprises Ltd. & Patio & Garden to KRAV Foodtruck, LLC dba Sortino's Restaurant & Patio & Garden.

Please provide comments specific to your department regarding these proposed transfers.

Kelly Kresser

From: John Orzech
Sent: Monday, April 22, 2019 1:51 PM
To: Kelly Kresser; Stephen Rucker; Thomas Horsman
Subject: RE: Liquor Permit Transfer

Police has no objections to the transfer.



John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Monday, April 22, 2019 1:05 PM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a request to transfer D1 (beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.) , D2 (wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.), D3 (spiruous liquor for on premises consumption only until 1 a.m.) and D3A (extended issue permit privileges until 2:30 a.m.) liquor permits from Sortino Enterprises Ltd. & Patio & Garden to KRAV Foodtruck, LLC dba Sortino's Restaurant & Patio & Garden.

Please provide comments specific to your department regarding these proposed transfers.

NOTICE TO LEGISLATIVE
AUTHORITY

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



05746480005		TREX		TO	
PERMIT NUMBER		TYPE			
10	01	2017		BEER BAIT AND MOOR LLC	
ISSUE DATE				DBA BEER BAIT AND MOOR	
04	25	2019		1319 FIRST ST	
FILING DATE				SANDUSKY OH 44870	
C1	C2	D6			
PERMIT CLASSES					
22	077	B	F22292		
TAX DISTRICT		RECEIPT NO.			

FROM 04/29/2019 SAFEKEEPING

73935330730				RISER FOODS CO	
PERMIT NUMBER		TYPE		DBA GETGO 3329	
10	01	2017		2780 E 116TH ST	
ISSUE DATE				CLEVELAND OH 44120	
04	25	2019			
FILING DATE					
C1	C2	D6			
PERMIT CLASSES					
18	154				
TAX DISTRICT		RECEIPT NO.			



MAILED 04/29/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/30/2019

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B TREX 0574648-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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

Searching Instructions

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

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

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

SEARCH CRITERIA**Permit Number**

05746480005

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 05746480005; Name: BEER BAIT AND MOOR LLC; DBA: DBA BEER BAIT AND MOOR; Address: 1319 FIRST ST SANDUSKY 44870		
HEATHER L KIRCHBAUM	5% VOTING	PRESIDENT
TIMOTHY KIRCHBAUM	5% VOTING	CEO

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

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

Kelly Kresser

From: Thomas Horsman
Sent: Monday, May 6, 2019 2:19 PM
To: Kelly Kresser; John Orzech; Stephen Rucker
Subject: RE: Liquor Permit Transfer

No issues from Planning.



Tom Horsman | Assistant Planner
PLANNING DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5945
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Monday, May 6, 2019 10:06 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority for C1 (*beer only in original sealed container for carryout only*), C2 (*wine and mixed beverages in sealed containers for carry out*) and D6 (*Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) TREX liquor permits from Riser Foods Co. dba GetGo in Cleveland, OH to Beer, Bait & Moor, LLC, 1319 First Street.

Please provide comments to me regarding this proposed transfer.

Kelly Kresser

From: Stephen Rucker
Sent: Monday, May 6, 2019 11:35 AM
To: Kelly Kresser; John Orzech; Thomas Horsman
Subject: RE: Liquor Permit Transfer

No issues, thanks



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

From: Kelly Kresser
Sent: Monday, May 06, 2019 10:06 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority for C1 (*beer only in original sealed container for carryout only*), C2 (*wine and mixed beverages in sealed containers for carry out*) and D6 (*Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) TREX liquor permits from Riser Foods Co. dba GetGo in Cleveland, OH to Beer, Bait & Moor, LLC, 1319 First Street.

Please provide comments to me regarding this proposed transfer.

Kelly Kresser

From: John Orzech
Sent: Monday, May 6, 2019 10:22 AM
To: Stephen Rucker; Thomas Horsman; Kelly Kresser
Subject: Re: Liquor Permit Transfer

No issues from police

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From: Kelly Kresser
Sent: Monday, May 6, 2019 10:05:30 AM
To: John Orzech; Stephen Rucker; Thomas Horsman
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority for C1 (*beer only in original sealed container for carryout only*), C2 (*wine and mixed beverages in sealed containers for carry out*) and D6 (*Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight*) TREX liquor permits from Riser Foods Co. dba GetGo in Cleveland, OH to Beer, Bait & Moor, LLC, 1319 First Street.

Please provide comments to me regarding this proposed transfer.



COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: April 24, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation repealing Ordinance No. 18-153, passed on August 13, 2018 and allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 936 W. Market Street and further identified by the Auditor as Erie County Parcel No. 59-00466.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on November 13, 2012 pursuant to Resolution 031-12R and received a Sheriffs Deed on April 5, 2013, through foreclosure for delinquent real estate taxes. City Commission had previously approved the sale of this lot to Gary Neill on August 13, 2018 by Ordinance 18-153. For financing purposes, Mr. Neill has requested that his daughter, Marcella Carr, be the primary owner of the property. Marcella Carr has submitted an application to acquire this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on April 22, 2019.

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

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

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

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

ACTION REQUESTED: It is requested legislation be approved repealing Ordinance No. 18-153 and allowing the City Manager to enter into a purchase & sale agreement with Marcella Carr to sell the property no longer needed for any municipal purpose located at 936 W. Market Street, and further identified by the Auditor as Erie County Parcel No. 59-00466.000 for a purchase price of three thousand seven hundred and fifty dollars (\$3,750.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 18-153 AND DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00466.000, LOCATED AT 936 W. MARKET STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

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

WHEREAS, this City Commission declared that the property, owned by the City as part of the Land Reutilization Program, located at 936 W. Market Street, Parcel No. 59-00466.000, is no longer needed for any municipal purpose and approved the sale of the property to Gary Neill by Ordinance No. 18-153, passed on August 13, 2018; and

WHEREAS, prior to acquisition, Gary Neill requested that his daughter, Marcella Carr, be the primary owner of the property, and subsequently Ms. Carr submitted an application to acquire the vacant property and plans to construct a single-family residential structure on the parcel that will be occupied by her father, Gary Neill; and

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

WHEREAS, the Land Bank Committee met on April 22, 2019, and approved the acquisition and sale of this property to Marcella Carr; and

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

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

the sale of real estate; and

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

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

Section 1. This City Commission hereby repeals Ordinance No. 18-153, passed on August 13, 2018.

Section 2. This City Commission finds, determines and declares that the Property, Parcel No. 59-00466.000, located at 936 W. Market Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are

each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 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 shall have immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 13, 2019

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Marcella Carr, 7227 Black Walnut Circle, Louisville, Kentucky 40229, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

- 1) The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 936 W. Market Street, Sandusky, Ohio and identified as Erie County Parcel Number 59-00466.000, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, and hereinafter referred to as the "Property."
- 2) The total purchase price for the Property is three thousand, seven hundred and fifty dollars (\$3,750.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor.
- 3) Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
- 4) Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be occupied by the Purchaser's father. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser.
- 5) The closing date of this transaction shall be no later than May 14, 2020, or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title Insurance Company of Sandusky, Ohio, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of

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

- 6) The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
- 7) On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
- 8) The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
- 9) Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
- 10) The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.

- 11) In the event that the Purchaser breaches this Agreement by not closing this transaction on or before May 14, 2020, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
- 12) This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
- 13) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 14) This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Marcella Carr, Property Owner

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Marcella Carr, and acknowledged the execution of the foregoing instrument and that the same is their voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

On this _____ day of _____, 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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

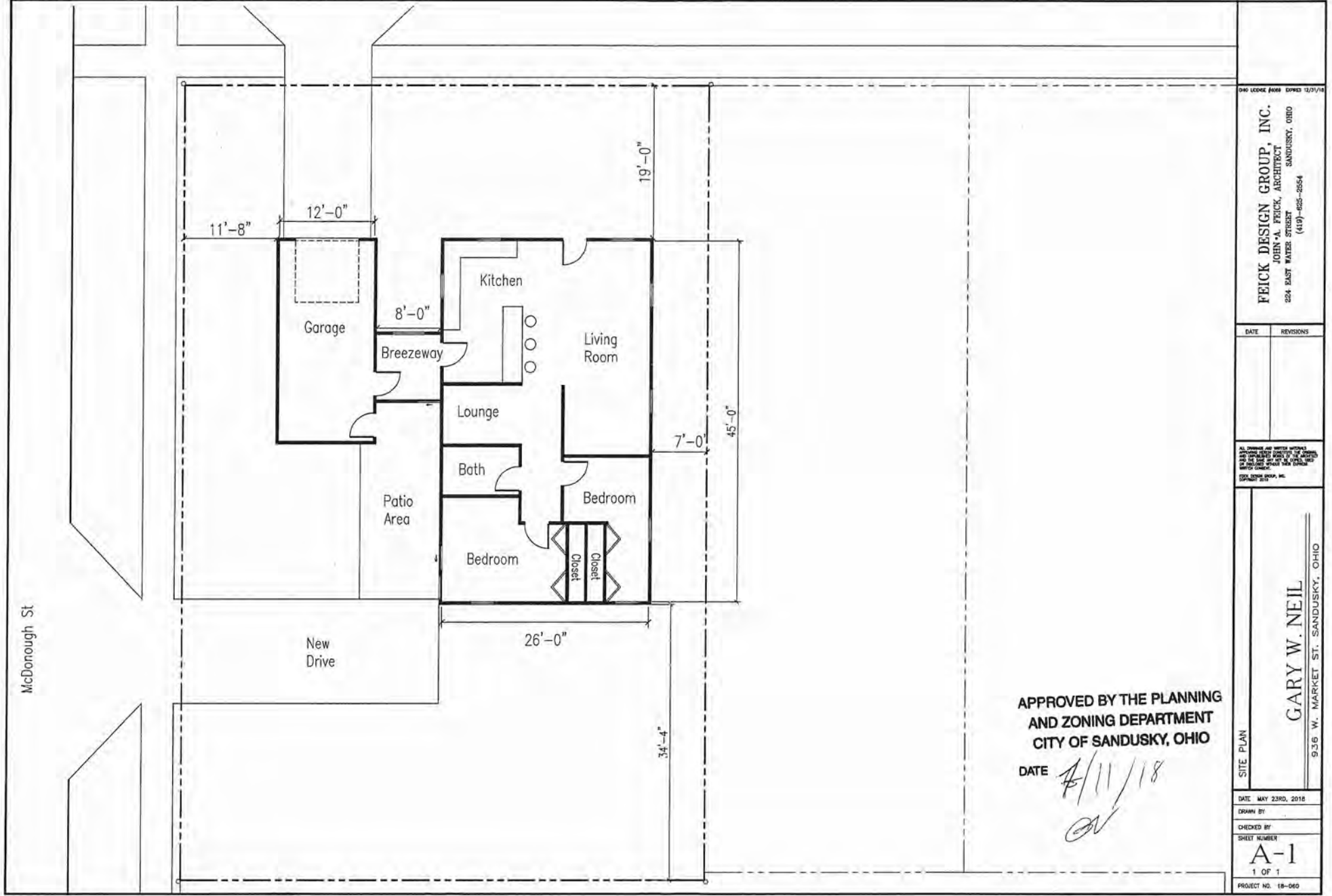
EXHIBIT A

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

Property Address: 936 Market St., Sandusky, OH 44870

Tax ID No: 59-00466.000

DRAFT



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

DATE 7/11/18
GW

DATE: MAY 23RD, 2018	
DRAWN BY:	
CHECKED BY:	
SHEET NUMBER	
A-1	
PROJECT NO. 18-060	
SITE PLAN	
GARY W. NEIL	
936 W. MARKET ST. SANDUSKY, OHIO	
FEICK DESIGN GROUP, INC. JOHN A. FEICK, ARCHITECT 224 EAST WATER STREET SANDUSKY, OHIO (419)-425-2654	
DATE: 12/27/18	



COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: April 23, 2019

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose. The Parcels in consideration are located on Ransom Street, further identified as Lot 29, Erie County Parcel No. 58-01345.000 and Lot 31, Erie County Parcel No. 58-01344.000, Sandusky Ohio.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff's sale. The City Commission approved acquisition of Parcel No. 58-01344.000 by Resolution No. 030-17R, passed on June 12, 2017, and acquisition of Parcel No. 58-01345.000 by Resolution No. 010-18R, passed on February 26, 2018. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between two (2) existing property owners shall be offered half each to the adjoining property owners. Alvin H. Lee and Mellice D. Lee, 1224 Ransom Street are the adjoining property owners to the Parcel identified as Lot 29, Erie County Parcel 58-01345.000, and Henry B. Brown, 1216 Ransom Street is the adjoining property owner to the Parcel identified as Lot 31, Erie County Parcel 58-01344.000, have requested acquisition of this nonproductive land. The Land Bank Administrator has verified that they qualify pursuant to the requirements of the Land Reutilization Policies and Procedures. The Land Bank Committee approved the acquisition and sale through the "Mow to Own" Side Lot Disposition Program on February 18, 2019.

BUDGET IMPACT: The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, and survey and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately three hundred sixty dollars (\$360.00) per year.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to enter into purchase agreements for the sale of non-productive property no longer needed for any municipal purpose located at Lot 29, Erie County Parcel No. 58-01345.000 to the adjoining property owners Alvin H. Lee and Mellice D. Lee and sale of non-productive property no longer needed for any municipal purpose located at Lot 31, Erie County Parcel No. 58-01344.000 to the adjoining property owner Henry B. Brown. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreements in a timely manner to ensure maintenance of the lots.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NOS. 58-01344.000 & 58-01345.000, LOCATED ON RANSOM STREET, SANDUSKY, ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AND SALE AGREEMENTS WITH RESPECT TO THE REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of property located at Lot 31, 1218 Ransom Street, Parcel No. 58-01344.000 by Resolution No. 030-17R, passed on June 12, 2017, and located at Lot 29 on Ransom Street, Parcel No. 58-01345.000 by Resolution No. 010-18R, passed on February 26, 2018, under said Land Reutilization Program which properties are more specifically described in Exhibit "A", which are no longer needed for any municipal purposes; and

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

WHEREAS, adjoining property owner, Henry B. Brown, desires to purchase Parcel No. 58-01344.000, located at Lot 31, 1218 Ransom Street, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owner, Alvin H. Lee and Mellice D. Lee, desires to purchase Parcel No. 58-1345.000, located at Lot 29 on Ransom Street, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on April 22, 2019, and approved the acquisition and sale of this property to Marcella Carr; and

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

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

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel Nos. 58-01344.000 and 58-01345.000, located on Ransom Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase and Sale Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B" and "D", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase and Sale Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

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

Passed: May 13, 2019

X:\271119\CAD Drawings\2711-SURV.dwg

MB FOUND
© CAMP ST.

RANSOM ST. (33')

N 88°20'40" W 784.43' (M)

219.20' (M)

MB FOUND

3/4" IRON
PIPE FOUND

3/4" IRON
PIPE FOUND

S 88°20'40" E
31.02' (M)&(P)
1/2" IRON
ROD FOUND

1/2" IRON
ROD FOUND

77

27

29

31

33

35

79

81

ALVIN H. &
MELLICE D. LEE
OR. 61, PG. 762

CITY OF SANDUSKY
RN #201803541

CITY OF SANDUSKY
RN #201803541

HENRY B. BROWN
OR. 252, PG. 836

5/8" IRON
ROD SET

31.02' (M)&(P)

31.02' (M)&(P)

GUSTAVA & BELINDA L. WALLS
RN #200506618

JACQUELYN M. JONES
OR. 303, PG. 267

PHILIP R. ORAFU
RN #201311719

BEARINGS HEREON ARE BASED UPON
OHIO STATE PLANE COORDINATES, NAD 83.

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

JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

DATE: APRIL 8, 2019



M.E. WATTLE'S SUBDIVISION
P.V. 2, PG. 34

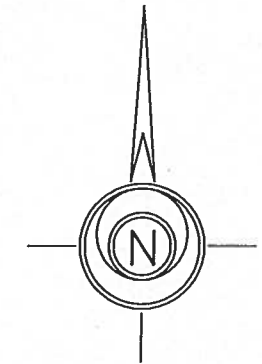
LEGEND

(M) MEASURED DISTANCE
(P) PLAT DISTANCE

SURVEY FOR:
CITY OF SANDUSKY
ATTN: AMANDA McCLAIN
222 MEIGS ST.
SANDUSKY, OH 44870

SCALE: 1" = 20'
HORIZONTAL SCALE IN FEET

SCALE IN FEET
0 10 20 40



S 2°12'19" E 286.24' (M)
SHELBY ST. (66')

MB FOUND
© N. DEPOT ST.

REVISED:

John Hancock & Associates, inc.
ENGINEERS • SURVEYORS
326 E. Market St. • Sandusky, Ohio 44870 • (419) 625-7838

PLAT OF SURVEY

1218 RANSOM ST.
LOTS 29 & 31 D.L.C. RANSOM'S SUB., WARD 3
CITY OF SANDUSKY, ERIE COUNTY, OHIO

JOB NO.:	271119
DRN BY:	JKK
FILE NO.:	2711-SURV
DATE:	4/04/19
SHEET NO.:	1 OF 1

Transferred
 Compliance with sections
 319-202 and 322-02 of the
 Ohio Revised Code.

FEE \$ _____

Exempt: ☒

R.E. TRANSFER: _____

\$ _____

Richard H. Jeffrey
 Erie County Auditor

Trans. Fees: \$ 1.00

Date: 4/26/18 By: [Signature]

Per O.R.C. 319.203
 [Signature]
 Erie County Auditor/Engineer
 Date: 4/26/18

Barbara A. Sessler
 County Recorder, Erie County OH

201803541 Total Pages: 2
 04/26/2018 03:10:00 PM Fees: \$0.00

SHERIFF'S DEED
 Revised Code Sec. 2329.36

I, Paul A. Sigsworth, Sheriff of Erie County, pursuant to the Confirmation of Sale entered on April 9, 2018, and the statutory provisions of O.R.C. 5722, do hereby grant unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Case No. 2017-CV-0398; Court of Common Pleas, Erie County, Ohio; *Pamela Farrell, Treasurer vs. Home Opportunity, LLC, et al*, and all pleadings therein are incorporated herein by reference, in and to the following lands and tenements, situated in the City of Sandusky, County of Erie, and State of Ohio, whose prior owner was Home Opportunity, LLC, and whose prior deed reference is Recording No. RN201304805, and is known and further described as follows:

Situated in the City of Sandusky, County of Erie and State of Ohio; Being Lots Numbers Twenty-nine (29) and Thirty-one (31) on Ransom Street in D.L.C. Ransom's Subdivision of Outlots 34 and 35, subject to all legal highways.

Property Address: 1218 Ransom St., Sandusky, Ohio 44870

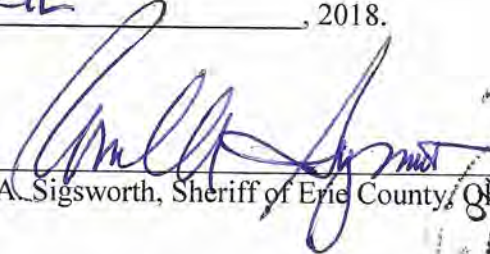
Tax ID No.: 58-01344.000

Property Address: Ransom St., Sandusky, Ohio 44870

Tax ID No.: 58-01345.000

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

Executed this 17th day of APRIL, 2018.

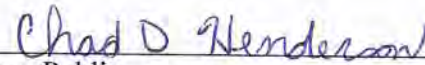

Paul A. Sigsworth, Sheriff of Erie County, Ohio



STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Paul A. Sigsworth, Sheriff of Erie County, Ohio, who acknowledged that he signed the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this 18th of April, 2018.


Notary Public **CHAD HENDERSON**
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
January 16, 2023

This instrument prepared by:
Mark P. Smith
Assistant Prosecutor
Erie County Prosecutor's Office
247 Columbus Ave. Suite 319
Sandusky, Ohio 44870

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Harry B. Brown, 1216 Ransom Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located at 1218 Ransom Street, Lot 31, Erie County Parcel Number 58-01344.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1216 Ransom Street, Erie County Parcel Number 58-00327.000.

2. The total purchase price for the Property is Three Thousand Six Hundred Thirty Dollars (\$3,630.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of Five Hundred Sixteen Dollars and Fifty Cents (\$516.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of Three Thousand One Hundred Thirteen Dollars and Fifty Cents (\$3,113.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

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

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than May 14, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before May 14, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Harry B. Brown
Property Owner

State of Ohio)

) SS:

County of Erie)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Harry B. Brown, and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Thirty-one (31) on Ransom Street in D.L.C. Ransom's Subdivision of Outlots 34 and 35, subject to all legal highways.

Property Address: 1218 Ransom St., Sandusky, Ohio 44870

Tax ID NO.: 58-01344.000

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Alvin H. Lee and Mellice D. Lee, 1224 Ransom Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on Ransom Street, Lot 29, Erie County Parcel Number 58-01345.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser(s) Alvin H. Lee and Mellice D. Lee located at 1224 Ransom Street, Erie County Parcel Number 58-01414.000.

2. The total purchase price for the Property is Three Thousand Six Hundred Thirty Dollars (\$3,630.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of Five Hundred Sixteen Dollars and Fifty Cents (\$516.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of Three Thousand One Hundred Thirteen Dollars and Fifty Cents (\$3,113.50), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

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

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than May 14, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before May 14, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Alvin H. Lee
Property Owner

Mellice D. Lee
Property Owner

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Alvin H. Lee and Mellice D. Lee, and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT A

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

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Twenty-nine (29) on Ransom Street in D.L.C. Ransom's Subdivision of Outlots 34 and 35, subject to all legal highways.

Property Address: Ransom St., Sandusky, Ohio 44870

Tax ID NO.: 58-01345.000



COMMUNITY DEVELOPMENT

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

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: April 23, 2019

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute 'Purchase and Sale Agreements' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose located at 829 Jackson Extension and further identified as Erie County Parcel No. 58-01623.000, Sandusky Ohio.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City requested and acquired this nonproductive land upon notice of delinquent tax foreclosure proceedings via Sheriff's sale. The City Commission approved acquisition of this parcel by Resolution No. 016-12R, passed on July 9, 2012. The City of Sandusky's Land Reutilization Policies and Procedures facilitate reutilization of nonproductive land situated within the City of Sandusky and supports neighborhood revitalization and promotes that ownership of unbuildable vacant lots located between two (2) existing property owners shall be offered half each to the adjoining property owners. Dale Wightman and Mary Ann Wightman, the adjoining property owners to the south at 833 Jackson Extension, and Mishala Schreck and Tricia Gaylord, the adjoining property owners to the north at 827 South Street, have requested acquisition of this nonproductive land. The Land Bank Administrator has verified that they qualify pursuant to the requirements of the Land Reutilization Policies and Procedures. This parcel is a corner lot with an irregular shape and in order to provide more conformity to the shapes of the new parcels created by the lot split and also taking into consideration future lot combination with the adjoining parcels, it has been determined by the Land Bank Committee to split the parcel so that 1/3 of the parcel will be obtained by the west adjoining property owner and 2/3 of the parcel will be obtained by the south adjoining property owner. The Land Bank Committee approved the acquisition and sale through the "Mow to Own" Side Lot Disposition Program on April 22, 2019.

BUDGET IMPACT: The cost associated with these purchase agreements is the total amount of the title examination, recording and transfer fees, and survey and deed preparation. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchasers upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately six hundred eighty eight dollars (\$688.00) per year.

ACTION REQUESTED: It is requested legislation be approved allowing the City Manager to enter into purchase agreements for the sale of non-productive property no longer needed for any municipal purpose located at 829 Jackson Extension, Sandusky, Ohio, Erie County Parcel No. 58-01623.000 to the adjoining property owners Dale Wightman and Mary Ann Wightman and Mishala Schreck and Tricia Gaylord. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to execute the agreements in a timely manner to ensure maintenance of the lots.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

[Print](#) | [Back](#)**Erie County GIS****Notes**

829 Jackson Street Extension Proposed Split

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01623.000, LOCATED AT 829 JACKSON STREET EXTENSION, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AND SALE AGREEMENTS WITH RESPECT TO THE REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of property located at 829 Jackson Street Extension, Parcel No. 58-01623.000 by Resolution No. 016-12R, passed on July 9, 2012, under said Land Reutilization Program which properties are more specifically described in Exhibit "A", which are no longer needed for any municipal purposes; and

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

WHEREAS, adjoining property owners, Mishala Schreck and Tricia Gaylord, desire to purchase the north one-third (1/3) of Parcel No. 58-01623.000, located at 829 Jackson Street Extension, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owners, Dale Wightman and Mary Ann Wightman, desire to purchase the south two-thirds (2/3) of Parcel No. 58-01623.000, located at 829 Jackson Street Extension, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on April 22, 2019, and approved the acquisition and sale of this property to the adjoining property owners through the City's Mow to Own Program; and

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

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

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-01623.000, located at 829 Jackson Street Extension, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase and Sale Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase and Sale Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B" and "D", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase and Sale Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

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

Passed: May 13, 2019

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
P.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	1.50
Date: 11/21/14	By: <i>[Signature]</i>

RN: 201409796 Page 1 of 3 ERIE COUNTY OHIO
 RECORDER, Barbara A. Sessler
 Recording Fee: \$36.00 Recorded 11/21/2014 Time
 10:12:26AM

Per O.R.C. 319.203

[Signature]
 Erie County Auditor/Engineer

11/21/14
 Date

SHERIFF'S DEED
Revised Code Sec. 2329.36

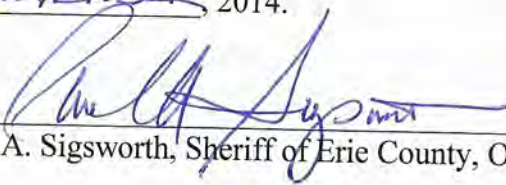
I, Paul A. Sigsworth, Sheriff of Erie County, and pursuant to Judgment Entries entered on February 20, 2014 and October 30, 2014 and the statutory provisions of O.R.C. 5721.19(I) and O.R.C. 5722, does hereby **GRANT, SELL AND CONVEY** unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Court of Common Pleas, Erie County, Ohio, case 2013-CV-0453, JoDee Fantozz, Erie County Treasurer vs. Avis L. Mullins, et al., and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Erie, City of Sandusky, and State of Ohio, whose prior owners were Avis L. Mullins and Janet Mullins and whose prior deed reference is Erie County Deed Volume 471, Page 884 and is further described in the attached **Exhibit A**.

Property Address: 829 Jackson Street, Sandusky, Ohio 44870
 Tax ID No.: 58-01623.000

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


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

Executed this 5TH day of NOVEMBER, 2014.


Paul A. Sigsworth, Sheriff of Erie County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

The foregoing was acknowledged before me this 5TH day of NOVEMBER
2014 by Paul A. Sigsworth, Sheriff of Erie County, Ohio.


Notary Public
State of Ohio

My Commission Expires: 01-13-18

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

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

Exhibit A

Preliminary Judicial Report
(04/15/2010)

JR 5007339-54945
E-24977

First American Title Insurance Company

PRELIMINARY JUDICIAL REPORT

SCHEDULE A DESCRIPTION OF REAL ESTATE

PARCEL NO. 1:

Situated in the City of Sandusky, County of Erie and State of Ohio: Known as being a triangular parcel of Lot Number One (1) corner of South Street and Jackson Street in the Third Ward of said City, being more particularly described as follows:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the east part of Lot Number 1 South Street, in Mills Subdivision of Outlot 104 and 105 and more fully described as follows:
Commencing at the intersection of the south line of said Lot 1, and the west line of Jackson Street Extension; thence north 25 ° 50' west 4.04 feet to the north line of said Lot 1; thence north 71 ° west along the south line of South Street 62.83 feet; thence south 0 ° 54' east parallel to and 10 feet from the east side of a dwelling house, a distance of 24.1 feet to the south line of said Lot 1; thence due east 60.8 feet to the place of beginning. *JA*

PARCEL NO. 2:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being that part of Lot Number Eight (8) on High Street, in Eleutheros Cooke's Subdivision as per plat Recorded in Volume 1 of Plats, page 23, Erie County, Ohio Records bounded and described as follows: Beginning at the northeast corner of said Lot Number 8; running thence westerly, along the north line of said lot, a distance of 37 ½ links; thence south 7 ° 20' east, a distance of 37 ½ links; thence easterly, parallel with the north line of said Lot Number 8, to the east line of said Lot Number 8; thence northerly, along the east line of said Lot Number 8, to the place of beginning. *JA*

PARCEL NO. 3:

Situated in the City of Sandusky, County of Erie and State of Ohio: Also Lot Number Forty-seven (47) on Jackson Street, in Eleutheros Cooke's Subdivision, as per plat Recorded in Volume 1 of Plats, page 23, Erie County, Ohio Records, **EXCEPTING THEREFROM** that part thereof bounded and described as follows: Beginning at the southeast corner of said Lot Number 47; running thence westerly, along the south line of said Lot, a distance of 65 feet to the southwest corner of said Lot Number 47; thence northerly, along the west line of said Lot, a distance of 11.50 feet; thence easterly, a distance of 64.88 feet to the place of beginning. *JA*

END OF SCHEDULE A

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Mishala Schreck and Tricia Gaylord, 318 McDonough Street, Sandusky, Ohio, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the north one-third of an unimproved parcel of real property located at 829 Jackson Ext, Erie County Parcel Number 58-01623.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 827 South Street, Erie County Parcel Number 58-01042.000.

2. The total purchase price for the Property is One Thousand Eight Hundred Forty Three Dollars and Thirty Three Cents (\$1,843.33), which is not less than one third of the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of Three Hundred Forty Four Dollars and Thirty Three Cents (\$344.33) in cash, certified check or cashier's check made payable to Seller. The remaining balance of One Thousand Four Hundred Ninety Nine Dollars (\$1,499.00), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of one (1) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The following deed restrictions shall be included on the deed:

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

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than May 14, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before May 14, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Mishala Schreck
Property Owner

Tricia Gaylord
Property Owner

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Mishala Schreck and Tricia Gaylord, and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT A

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

DRAFT

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2019, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Dale Wightman and Mary Ann Wightman, 4318 Billings Road, Castalia, Ohio, hereinafter referred to as the "Purchaser(s)".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the south two-thirds portion of an unimproved parcel of real property located at 829 Jackson Ext, Erie County Parcel Number 58-01623.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser and located at 833 Jackson Ext, Erie County Parcel Number 58-00451.000.

2. The total purchase price for the Property is Three Thousand Six Hundred Eighty Six Dollars and Sixty Seven Cents (\$3,686.67), which is not less than two thirds of the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of Six Hundred Eighty Eight Dollars and Sixty Seven Cents (688.67) in cash, certified check or cashier's check made payable to Seller. The remaining balance of Two Thousand Nine Hundred Ninety Eight Dollars (\$2,998.00), shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

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

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than May 14, 2021, or at such other time as may be mutually agreed upon, in writing, by the parties.
7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
8. On the closing date, the Seller shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before May 14, 2021, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

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

PURCHASER(S):

Dale Wightman
Property Owner

Mary Ann Wightman
Property Owner

State of Ohio)

) ss:

County of Erie)

On this _____ day of _____, 2019, before me, a Notary Public in and for said County and State, personally appeared Dale Wightman and Mary Ann Wightman, and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

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 as said officer on behalf of said City and the voluntary act and deed of said City.

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

NOTARY PUBLIC

Approved as to Form:

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

EXHIBIT A

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

DRAFT



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 1, 2019

Subject: Commission Agenda Item – Permission to Bid the City of Sandusky Runoff Reduction through Strategic Tree Planting Project

ITEM FOR CONSIDERATION: Legislation authorizing the City to accept bids for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project, which incorporates the planting of approximately two-hundred and seventy (270) trees at strategic locations around the City.

BACKGROUND INFORMATION: City staff with permission of City Commission, Resolution No. 022-18R submitted a grant application to the U.S. Forest Service for financial assistance through the 2018 Great Lakes Restoration Initiative (GLRI) to support the City's Runoff Reduction through Strategic Tree Planting Project in May of 2018. The City received notification of the grant award in September of 2018 in an amount of \$100,000, with staff then working quickly to complete award documents and execution of the grant agreement.

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

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

- Oakland Cemetery
- Mills Golf Course
- Cholera Cemetery
- Amvets Park & Area Between Boat Launch & Amvets
- Shelby Street Boat Launch
- Central, East and West Parks
- Dorn Park
- Foxborough Park
- Lions Park
- Jaycee Park & Connector Path

- Along East Market St between Hancock St and Wayne St
- Along Seneca Street between Mills St and Harrison St
- Along Huntington Ave between Cleveland Rd and Waverly
- Along Caldwell and Parish Streets in the area of Job and Family Services and US Post Office

We are required to have this project complete, with all tree plantings and ground restoration prior to December 1, 2019.

BUDGETARY INFORMATION: The engineer's estimate for the City of Sandusky Runoff Reduction Through Strategic Tree Planting Project is \$125,000, of which \$100,000 will initially be paid with City funds and then reimbursed through the GLRI grant funded by the U.S. EPA and the remaining balance of \$25,000 will be paid with Storm Water funds from the Sewer Fund.

ACTION REQUESTED: It is recommended that proper legislation be approved accepting bids for the City of Sandusky Runoff Reduction Through Strategic Tree Planting Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow ample time for bidding, accept bids and award a contract to ensure that the project is completed prior to grant deadline for completion date of December 1, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, this City Commission approved and ratified the submission of a grant application to the U.S. Forest Service for financial assistance through the 2018 Great lakes Restoration Initiative (GLRI) to support the City's Runoff Reduction Through Strategic Tree Planting Project by Resolution No. 022-18R, passed on May 29, 2018, and subsequently was awarded funds in the amount \$100,000.00; and

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

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid and award the project to allow the contractor to complete the project prior to the grant deadline for completion of December 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 Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Runoff Reduction Through Strategic Tree Planting Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with

the proposed Runoff Reduction Through Strategic Tree Planting Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Runoff Reduction Through Strategic Tree Planting Project as required by law.

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

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

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

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

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

Passed: May 13, 2019



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: April 26, 2019

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an ordinance authorizing payment in the amount of \$13,764.34 to the Ohio Department of Natural Resources (ODNR) for submerged land lease SUB-2119B-ER, the Chesapeake Lofts, for the period of April 1, 2019 to March 31, 2020.

BACKGROUND INFORMATION:

This Submerged Lands Lease is payable by the City of Sandusky as the leaseholder. The Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, will reimburse the City for the cost of the lease payment pursuant to Submerged Lands Lease Agreement SUB-2119B-ER, between the City, Mid-States Bayfront Development, LLC and the Ohio Department of Natural Resources.

BUDGETARY INFORMATION:

This submerged land lease is payable by the City of Sandusky as the lease holder. The Chesapeake Lofts Condo Association will reimburse the City for the cost of the lease. ODNR does not allow a sub-lease holder to make a Submerged Land Lease payment on the City's behalf.

Ordinance No. 18-065 was passed by the City Commission on March 26, 2018, approving payment for the period of April 1, 2018 to March 31, 2019.

ACTION REQUIRED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter in order to make timely payment to the Ohio Department of Natural Resources.

CC: Trevor Hayberger, Law Director



Ohio Department of Natural Resources

MIKE DEWINE, GOVERNOR

MARY MERTZ, DIRECTOR

April 15, 2019

City of Sandusky
Attn: Megan E. Stookey
222 Meigs Street
Sandusky, Ohio 44870

RE: Lake Erie Submerged Lands Lease File Number SUB-2119B-ER

Dear Ms. Stookey:

As requested enclosed is invoice (DNRSLL190067) for the current amount due for Submerged Lands Lease File Number SUB-2119B-ER. The invoice is for Lease year 04/01/2019 – 03/31/2020 with a total amount due of \$13,764.34.

Please return page 2 of the enclosed invoice along with payment payable to Ohio Treasurer of State to: The Ohio Department of Natural Resources, Office of Coastal Management, 105 West Shoreline Drive, Sandusky, Ohio 44870-2501.

If you have any questions or need further assistance, please contact me at (419) 609-4112.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deborah L. Beck".

Deborah L. Beck, P.E.
Assistant Chief

Attachment

ec: Scudder D. Mackey, Ph.D., Chief, Office of Coastal Management
cc: File

ENGINEERING
APR 18 2019
CITY OF SANDUSKY

OFFICE OF COASTAL MANAGEMENT

105 WEST SHORELINE DRIVE SANDUSKY, OH 44870 419-626-7980 / (888) 644-6267 | COASTAL.OHIODNR.GOV

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:

105 West Shoreline Dr.
Sandusky OH 44870

Page:

1

Invoice No:

DNRSLL190067

Consolidated Invoice No:

Invoice Date:

04/01/2019

Customer Number:

SUB-2119B-ER001

Payment Terms:

NET 30

Due Date:

05/01/2019

Bill To:

City of Sandusky
Attn: Megan E. Stookey
222 Meigs St.
Sandusky OH 44870

AMOUNT DUE:

13,764.34 USD

Make Checks Payable To: Ohio Treasurer of State

Billing Service Period: From 01-APR-2019 To 31-MAR-2020

For billing questions, please call (419) 626-7980

To ensure proper payment processing, please be sure the invoice number is on all payments.

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
Purchase Order			Contract Number	From Date	To Date		
1		SLL LEASE		1.00	EA	13,764.3400	13,764.34
				04/01/19	03/31/20		
SUBTOTAL:						13,764.34	
TOTAL AMOUNT DUE :						13,764.34	

Lease Periods: 04/01/2019 to 03/31/2020.

Please remit 2nd copy of invoice with your payment.

STANDARD

Original

State of Ohio - Ohio Dept of Natural Resources
Submerged Lands Lease Invoice

Please Remit To:
105 West Shoreline Dr.
Sandusky OH 44870

Page: 2
Invoice No: DNRSL190067
Consolidated Invoice No:
Invoice Date: 04/01/2019
Customer Number: SUB-2119B-ER001
Payment Terms: NET 30
Due Date: 05/01/2019

Bill To:
City of Sandusky
Attn: Megan E. Stookey
222 Meigs St.
Sandusky OH 44870

AMOUNT DUE: 13,764.34 USD

Amount Remitted

Make Checks Payable To: Ohio Treasurer of State
Billing Service Period: From 01-APR-2019 To 31-MAR-2020
For billing questions, please call (419) 626-7980
To ensure proper payment processing, please be sure the invoice number is on all payments.

Invoice Summary

SUBTOTAL of Invoice Details:

13,764.34

TOTAL AMOUNT DUE :

13,764.34

STANDARD

Original

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: ODNR submerged lands lease - Chesapeake Lofts

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), OFFICE OF COASTAL MANAGEMENT FOR RENTAL PAYMENT ON SUBMERGED LANDS LEASE FILE NO. SUB-2119B-ER FOR THE PERIOD OF APRIL 1, 2019, THROUGH MARCH 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the Lessee of a Submerged Lands Lease, File No. SUB-2119B-ER, for the submerged land which is part of the Chesapeake Lofts and as the Lessee, is responsible for all terms and conditions contained in the Submerged Lands Lease, including any annual rent; and

WHEREAS, as part of the agreement with Mid-States Development Corporation, the cost for the annual Submerged Lands Lease rental payment is to be reimbursed by Mid-States to the City; and

WHEREAS, the total cost for Submerged Lands Lease File No. SUB-2119B-ER, as reflected on the current unpaid invoice, is \$13,764.34 and will initially be paid by the City and then reimbursed by the Chesapeake Lofts Condominium Association, Mid-States Development Corporation's assigned sub-lessee, in accordance with the Agreement; 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 payment in a timely manner to the Ohio Department of Natural Resources; 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. The City Manager and/or Finance Director is authorized and directed to make payment to the Ohio Treasurer of State as requested by the Ohio Department of Natural Resources (ODNR), Office of Coastal Management, Sandusky, Ohio, for rental payment for Submerged Lands Lease File No. SUB-2119B-ER, for the period April 1, 2019, through March 31, 2020, in an amount **not**

to exceed Thirteen Thousand Seven Hundred Sixty Four and 34/100 Dollars (\$13,764.34), consistent with the invoice submitted to the City.

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

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

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

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

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

Passed: May 13, 2019



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: May 2, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation to authorize the City Manager to enter into a Lease Agreement with First Transit, Inc. for four (4) transit buses.

BACKGROUND INFORMATION: The City currently leases two (2) 2007 Eldorado National vehicles from First Transit, Inc. at the rate of \$1,400 per month, per vehicle and these leases expire on May 14th, 2019. The City and First Transit, Inc. desire to continue with the lease agreement for the following vehicles:

- 2007 Eldorado National 1N9HJAC867C084213 – 55 passengers
- 2007 Eldorado National 1N9HJAC857C084218 – 55 passengers

And, add two (2) additional vehicles to the lease agreement including the following vehicles:

- 2014 Glaval Entourage 1FDGF5GY2EEA17216 – 30 passengers
- 2014 Glaval Entourage 1FDGF5GY9CEC27501 – 30 passengers

STS would be leasing four (4) vehicles for fixed routes offered within the STS service area for the period of May 14, 2019 through May 13, 2021. The monthly vehicle cost for this agreement would be \$2,800 per month, for all four (4) vehicles, or \$700 per vehicle. This would be the same rate as the expiring lease agreement, with the addition of two (2) new revenue vehicles.

First Transit will provide normal preventative maintenance services and repair to the vehicles.

BUDGET IMPACT: The total cost of the vehicles for a 24-month lease would not exceed \$67,200 to be paid with Rural Grant Funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to execute the lease agreement. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the Lease Agreement to be fully executed by May 14, 2019 at 6:01pm and allow the City to continue to utilize the previously leased vehicles as well as leasing two 92) additional vehicles for public transportation services.

Nicole DeFreitas,
Transit Administrator

I concur with this recommendation:


Eric Wobser,
City Manager

Angela Byington,
Director of Planning

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Leased buses with First Transit

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A VEHICLE LEASE AGREEMENT WITH FIRST TRANSIT, INC., OF CINCINNATI, OHIO, FOR THE PURPOSE OF LEASING TWO (2) 2007 ELDORADO NATIONAL BUSES AND TWO (2) 2014 GLAVAL ENTOURAGE BUSES FOR THE SANDUSKY TRANSIT SYSTEM; 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 Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 17-045, passed on February 27, 2017, which was effective April 1, 2017; and

WHEREAS, this City Commission approved a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two (2) 2007 Eldorado National Buses for the Sandusky Transit System for the period of May 1, 2017, through April 30, 2019, by Ordinance No. 17-094, passed on May 8, 2017; and

WHEREAS, the City desires to continue to lease the two (2) 2007 Eldorado National buses and two (2) additional 2014 Glaval Entourage buses effective May 14, 2019, through May 13, 2021, and pursuant to the agreement, First Transit will perform all routine and preventative maintenance on the vehicles and invoice the City monthly; and

WHEREAS, the cost for leasing the four (4) buses is \$700.00 per month / per bus for a maximum total cost of \$67,200.00 and this cost will be paid with Rural Transit Program Grant funds received by the U.S. Department of Transportation Federal Transit Administration (FTA) through the Ohio Department of Transportation; 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 Vehicle Lease Agreement and allow the Sandusky Transit System to continue utilizing the two (2) previously leased buses as well as leasing two (2) additional buses for public transportation services; and

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

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

Section 1. The City Manager is authorized and directed to enter into a Vehicle Lease Agreement with First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two (2) 2007 Eldorado National buses and two (2) 2014 Glaval Entourage buses for the Sandusky Transit System for the period of May 14, 2019, through May 13, 2021, 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. The City Manager and/or Finance Director is authorized and directed to expend funds to First Transit, Inc., of Cincinnati, Ohio, for the purpose of leasing two (2) 2007 Eldorado National buses and two (2) 2014 Glaval Entourage buses for the Sandusky Transit System for the period of May 14, 2019, through May 13, 2021, at \$700.00 per month / per bus, for an amount **not to exceed** Sixty Seven Thousand Two Hundred and 00/100 Dollars (\$67,200.00), pursuant to and in accordance with the agreement.

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

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

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

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 13, 2019

First Transit, Inc.

<u>First Transit Use Only</u>	
Location No.	
Control No.	
Appr.	

VEHICLE LEASE

Effective Date of Lease ("Effective Date")	___ May, 14, 2019 at 6:01PM
Lessee Full Corporate Name ("Lessee"):	City of Sandusky
Lessee Business Address:	Street: 222 Meigs Street City: Sandusky State: Ohio Zip Code: 44870
Lessee Contact Person ("Lessee Contact"):	Name: Nicole DeFreitas Address: 222 Meigs Street, Sandusky, OH 44870 Telephone: 419-621-8462 Mobile Phone:
Lessor	First Transit, Inc. or its assigns, as provided in this Lease
First Transit Branch Address ("First Location"):	First Transit, 1230 N Depot Street, Sandusky, OH 44870 Location # 55449
First Transit Contact Person ("First Contact"):	Name: Patrick Smith Telephone: Mobile Phone: 412-689-8581
First Transit Payment Address ("Payment Address")	1230 N Depot Street, Sandusky, OH 44870
Lease Termination Date ("Termination Date")	Termination Date: May 14, 2021 at 6:00PM Term in Months: 24 and Days: 0
Intended Use of Vehicles during Lease:	Intended Location of Operation: "State of Operation" shall be the State of Ohio
Lessee's Liability Insurance Information:	Carrier Name: Policy Number: Expiration Date: Limit Review by First Transit: <input type="text"/> Mgr. Initial
Maintenance Option Selected by Lessee:	See Section 5 of Agreement for detail. Lessee has elected that all Vehicle maintenance be performed by First Transit at the First Transit Location and understands that the charges for all maintenance and repairs required under this Agreement will be invoiced per Section 5 of this Agreement.

1. **LEASE:**

(a) First Transit hereby leases to Lessee and Lessee hereby hires for rent from First Transit, in accordance with and subject to the provisions of this agreement ("Agreement"), the motor vehicle(s) set forth on **ATTACHMENT A**, to be used by Lessee as multi-passenger vehicles for the purpose of transportation of persons in accordance with the laws of the State of Operation (the "Vehicles") in accordance with the terms and conditions of that certain Transit Services Agreement by and between Lessee and First Transit dated as of March 31, 2017, as amended by the First Amendment and Extension dated as of February 1, 2019 (the "Transit Services Agreement")

(b) The term "Vehicles" whenever used in this Agreement shall be construed to mean the Vehicles identified above together with all equipment and accessories attached to such Vehicles at the time of delivery.

(c) Operation of the Vehicles shall be in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations for the State of Operation.

2. **RENT and TAXES:**

(a) Lessee shall pay First Transit rent in amounts shown on **ATTACHMENT A** for the lease of the Vehicles.

(b) Rent shall be invoiced monthly with monthly pass through maintenance invoiced in accordance with the Transit Services Agreement, at the First Transit's office at the Payment Address set forth at the beginning in this Agreement.

(c) Lessee shall pay First Transit within 30 days of receipt of First Transit's invoices. First Transit may cease to make the Vehicles available for the provision of services under the Transit Services Agreement should Lessee fail to compensate First Transit for services rendered within the time period specified herein.

(d) Lessee shall reimburse First Transit for all federal, state and local taxes, fees and registration expenses with respect to the Vehicles.

3. **TERM:**

This Agreement shall commence on the Effective Date as set forth above and shall continue for a period twenty-four (24) months as set forth above, ending on the Termination Date, unless terminated earlier as provided for herein. This Agreement shall automatically terminate upon the termination of the Transit Services Agreement.

4. **USE of the VEHICLES:**

First Transit, on behalf of Lessee, shall use and operate the Vehicles for the purpose and in the locations set forth in the Transit Services Agreement, and in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations.

5. **MAINTENANCE:**

First Transit shall perform all routine and preventative maintenance on the Vehicles, as set forth in the Transportation Services Agreement, on behalf of the Lessee and shall invoice Lessee monthly for such maintenance.

6. **TITLE AND REGISTRATION:**

a) Title and ownership in and to the Vehicles shall at all times remain vested in First Transit, and Lessee shall not do or perform any act prejudicial thereto. Lessee shall not pledge, sell, assign, rehire, sublease, abandon, give up possession, damage or destroy the Vehicles.

(b) The Vehicles shall be registered in the name of First Transit under the applicable laws pertaining to motor vehicles in the jurisdictions in which the Vehicles are regularly operated.

7. **INSURANCE:**

First Transit shall maintain the levels of insurance coverage as required by Section 8 of the Transit Services Agreement.

8. **TERMINATION FOR CONVENIENCE:**

Either party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party.

9. DEFAULT:

In the event that: (a) Lessee fails to pay any rent or make any other payment under this Agreement when due; or (b) Lessee is in default of the performance of any obligations, condition, representation or warranty set out in this Agreement and shall fail to remedy such default within ten (10) days of receipt of written notice by the First Transit of such default; or (c) Lessee becomes insolvent or makes an assignment for the benefit of its creditors or applies for or consents to the appointment of a receiver, trustee or liquidator, or a receiver, trustee or liquidator is appointed without the application or consent of Lessee, or a petition is filed by or against Lessee under bankruptcy or insolvency laws providing for relief or debtors, or Lessee breaches any of the terms of any lien or credit agreements, or Lessee makes a bulk transfer of its assets, equipment or inventory; or (d) any other execution or writ or process is issued in any action or proceedings against Lessee, whereby the Vehicles may be taken or detained; then Lessee shall be and shall be deemed to be in final default of this Agreement and shall for all purposes be deemed to have repudiated this Agreement, and First Transit may, by notice addressed to Lessee, terminate this Agreement and shall thereafter be entitled to the entire amount of the unpaid rent for the full balance of the term of this Agreement, discounted to net present value at the date of termination, in accordance with generally accepted accounting principles. The foregoing rights and remedies shall be cumulative, and in addition to and not in limitation of any other rights First Transit may have at law or in equity. In the event that the First Transit shall incur any legal costs, attorney's fees or court costs by reason of an event of default by Lessee under this Agreement, Lessee shall be liable to First Transit for such attorney's fees, court costs and any expenses related to the enforcement of First Transit's rights under this Agreement.

10. ASSIGNMENT AND AMENDMENTS:

No assignment of this Agreement or any interest hereunder on the part of Lessee shall be of any force or effect unless consented to in writing by First Transit. First Transit may assign this Agreement without the consent of Lessee and on prior written notice, to any subsidiary or affiliate of First Transit or its parent company. Lessee shall cooperate in the execution of assignment documents, as may reasonably be required by First Transit or its assignee. Except for such assignment, Agreement may only be modified or amended by writing, stating that it is an amendment and signed by the parties.

11. NOTICES:

Any notices desired or required to be given under this Agreement shall be made in writing by courier to the address to the contact persons for each party set forth at the beginning of this Agreement, or to such other address as the parties may hereafter substitute by written notice.

12. TIME: Time is of the essence of this Agreement and each and all of its provisions.

13. INTERPRETATION: Whenever the context of this Agreement so requires, the singular number includes the plural and vice versa. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws in force in the jurisdiction where the Vehicles are located.

FIRST TRANSIT, INC.

LESSEE: CITY OF SANDUSKY

By:

By:

(Signature)

(Signature)

(Name and Title)

(Name and Title)

ATTACHMENT A
Vehicles under Lease

<u>First Transit</u> <u>Vehicle No.</u>	<u>Year/Make</u>	<u>Capacity</u>	<u>VIN</u>	<u>Monthly Rent per</u> <u>Vehicle*</u>
184611	2007 Eldorado National		1N9HJAC867C084213	\$700 per month/ per vehicle for months 1- 24
184619	2007 Eldorado National		1N9HJAC857C084218	\$700 per month/ per vehicle for months 1- 24
180545	2014 Glaval Entourage		1FDGF5GY2EEA17216	\$700 per month for months 1 - 24
196240	2014 Glaval Entourage		1FDGF5GY9CEC27501	\$700 per month for months 1 - 24

Initial for Acceptance of ATTACHMENT A terms:	First Transit	Lessee



ADMINISTRATIVE SERVICES

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

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: April 23rd, 2019

Subject: **Commission Agenda Item – Wonderware Support and Maintenance 2019-2020**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for one year of support and maintenance services from Wonderware North (Q-mation), of Horsham, PA, for the period of May 23, 2019 through May 22, 2020.

BACKGROUND INFORMATION: We rely on Wonderware for our day to day management of the SCADA system and required reporting for the WWTP. This application is the Human Interface for the Plant staff that allows control of the equipment, while also logging detailed information for decision making and compliance reporting. This agreement is for support and maintenance which includes updates we require to stay current each year with our support and maintenance agreement.

Our support and maintenance provides us with technical support and software updates for our software, and training to ensure we use our product in the most effective way.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 12-month period will be \$12,730 and will be paid with funds from the Sewer operating budget.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter in to agreement with Wonderware North (Q-mation) to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to ensure no break in coverage and continued management of the plant.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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



April 10, 2019

Company Name: Sandusky WWTP
Contact: Stuart Hamilton
Support Agreement ID: 120956
Support Level: Standard
Effective Expiration Date: April 22, 2019
Reference: SanduskyWWTP_120956_Hamilton_52219KS_WCF

Stuart:

Thank you for your investment in Wonderware products and participation in the **AVEVA Wonderware Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your Wonderware software. Through any phase of your application lifecycle, Customer First membership gives you the support, services and resources you need to be successful.

Wonderware Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your Wonderware software current and secure, leveraging new features and ensuring that existing applications keep running
- Customer FIRST mobile app gives you a quick overview of your support and services agreement
- Access to award-winning live technical support, with expert assistance throughout the software lifecycle
- Software Utilities – Leverage a growing stable of software utilities, including: the Wonderware Software Asset Manager, to quickly and easily track and manage your Wonderware software licenses and apply security and performance software updates at multiple locations; and the Customer FIRST Benefits Mobile App, to get a quick overview of your support and services agreement
- Optional Services and System Management – Enjoy access to a wide array of optional services and discounts, based on the needs of your business and your budget. *The exact features vary with the Wonderware software you own.*

PLUS with Premium and Elite memberships, enjoy the following additional benefits:

- Access to 24/7/365 technical support
- Up to 24 hours of expert guidance on best practices, from initial rollout through ongoing phases of your Wonderware installation through dedicated technical support consulting services
- Free Software License Replacements for damaged or lost licenses

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement is allowed to lapse, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.

425 Caredean Drive, Horsham, PA 19044

Tel: 215.675.5800

www.wonderwarenorth.com



Wonderware Customer FIRST Support Renewal

Effective Expiration Date: April 22, 2019
Agreement Expiration Date: May 22, 2019

Standard Level Support

The effective expiry is in advance to the agreement expiration date to allow you time to process and execute purchase activity to avoid late fees.

The renewal quotation below is based on the attached list of licenses registered to your site. (See license list below for details) Review this list for accuracy and alert us of changes, upon which we'll revise the proposal and official License List accordingly. Licenses not on the agreement will not be eligible for support/upgrades.

You have the flexibility to choose between Standard, Premium and Elite levels of support. Below is the price to maintain your current level of support - let us know if you would like pricing on any alternate levels.

Part Number	Description	Price
WWCFS-2000	Wonderware Customer FIRST Agreement – Standard Level – One Year	\$12,730

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary (0-1.5%) increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Reference WCF Support Agreement ID 120956 and address your order to:

Wonderware North (Q-mation)

425 Caredean Drive
Horsham, PA 19044
(877) 900-4996 phone
(215) 675-9712 fax

sales@wonderwarenorth.com

Tax ID: 23-2549974

Best Regards,

Ken Sullivan

Wonderware North
Ksullivan@wonderwarenorth.com

Delivery: 2 weeks

Terms: Net 30 Days

F.O.B: Horsham, PA

Transportation: Prepaid & added

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement is allowed to lapse, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based

425 Caredean Drive, Horsham, PA 19044

Tel: 215.675.5800

www.wonderwarenorth.com



Sandusky WWTP (Sandusky, OH) - License List

Part Number	Part Description	Software License Number
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106662-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106663-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106664-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106665-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106666-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106667-1
HstClt-01-U-17	Upg, Wonderware Historian Client Concurrent	1106670-1
WWCAL-11-U-16	Upg, WW CAL with MS CAL Runtime Single, SQL 2016 Std	1106671-1
DevStd-04-U-17	Upg, Dev Studio 2017 Unlim Unlim / 60000 / 500	1106672-1
56-00015	HMI Reports 3 Reports	1106673-0
OIServ-01-N-17	OI Servers Standard G-2.0	1929511-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	1951891-0
HstClt-01-N-17	Wonderware Historian Client Concurrent	1956238-0
HstClt-01-N-17	Wonderware Historian Client Concurrent	1956239-0
HstStd-03-N-17	Historian 2017 Standard, 5000 Tag	1106668-2
09-0070	Information Server Portal	1106669-0(part of 1106668)

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: WWTP SCADA system

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO WONDERWARE NORTH (Q-MATION) OF HORSHAM, PENNSYLVANIA, FOR THE RENEWAL OF THE CUSTOMER FIRST SUPPORT PROGRAM FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SOFTWARE AT THE WASTEWATER TREATMENT PLANT (WWTP) FOR THE PERIOD OF MAY 23, 2019, THROUGH MAY 22, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant runs Wonderware software to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility and shows real-time information, including flows, chemicals, alarms, and many other parameters; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Rovisys, of Aurora, Ohio, to update the Wonderware Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) by Ordinance No. 18-058, passed on March 12, 2018; and

WHEREAS, the Wonderware Customer FIRST Support Program provides support services including software upgrades and technical support; and

WHEREAS, the total cost for the renewal of the support services is \$12,730.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to Wonderware North (Q-mation) in a timely manner to ensure there are no breaks in coverage and continued management of the plant; 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 authorizes and directs the City Manager and/or Finance Director to make payment to Wonderware North (Q-mation) of Horsham, Pennsylvania, for the renewal of the Customer FIRST Support Program for the Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2019, through May 22, 2020, in an amount **not to exceed** Twelve Thousand Seven Hundred Thirty and 00/100 Dollars (\$12,730.00).

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

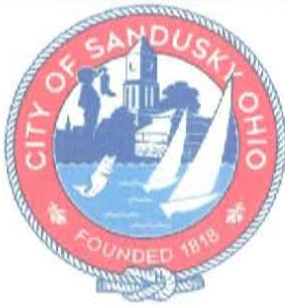
Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: May 13, 2019



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Greg Voltz, Planner
Date: April 19, 2019
Subject: May 13, 2019 Commission Agenda Item – petition for vacation of 20' Alley located between 1625 and 1631 Cleveland Road.

Item for Consideration: Peter J. McGory, on behalf of Carmelo and Nunzia Ruta, has submitted a petition for the vacation for the vacation of a 20' alley located north of Cleveland Road between 1625 Cleveland Road (DV 393 PG 413) and 1631 Cleveland Road (DV 391 PG 569).

Purpose: Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

Background Information: At the December 19th, 2018 Planning Commission meeting the Commission unanimously recommended approval for the vacation of the above referenced alley. The applicant, Carmelo and Nunzia Ruta, applied to vacate this area to create a more developable parcel. Planning staff recognizes that the mentioned alley has been functioning as a vacated alley for a period of time already and that the only other abutting parcel owner, District Petroleum Products, Inc., has also sign the petition to vacate this alley. Carmelo and Nunzia Ruta, and District Petroleum Products, Inc. are the only abutting property owner to the alley. The proposed vacations will not land lock any property and the right-of-way is no longer of use for the public. Staff believes that the adjacent property owners will not be impacted, nor will it deny access to any properties.

Correlation to the Comprehensive Plan:

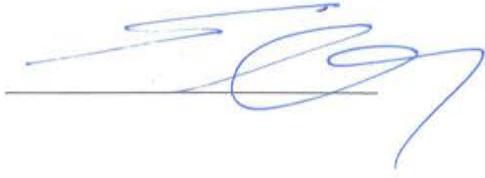
The Comprehensive Plan calls for reimagining this section of Cleveland Road corridor. The proposed vacation will assist in the redevelopment of the Cleveland Road corridor.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: It is requested that City Commission approve the proposed a petition for the vacation for the vacation of a 20' alley located north of Cleveland Road between 1625 Cleveland Road (DV 393 PG 413) and 1631 Cleveland Road (DV 391 PG 569).

I concur with this recommendation:



Eric Wobser
City Manager



Angie Byington
Planning Director

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

Petition for Vacation City Right-Of-Way

and Attorney Peter J. McGary
1401 Cleveland Rd
Sandusky OH 44870
419 626-0055 call 419 239 9613
email: margie@ohiolawfirm.com
co-agent for Carmelo
Rota

Cleveland Road, Roosevelt Street and S. Larchmont Drive

Alley north of Cleveland Road, west of Roosevelt Street, and south of S. Larchmont Drive in the rear of properties owned by OGR Management, Carmelo & Nunzia Ruta, District Petroleum, Samuel & Classie McCarty, Clyde E. & Janice L. Green, and Robert M. Mayer, Jr.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

(You may attach an additional sheet of paper if the space provided is not adequate)

_____ \$500.00 filing fee
 _____ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County
 _____ Surveyor
 _____ Legal Description approved by the County Surveyor
 _____ Completed form containing required signatures

CITY OF SANDUSKY, OHIO
DEPARTMENT OF PLANNING

PLANNING COMMISSION REPORT

PETITION FOR VACATION OF PORTION OF
20' ALLEY LOCATED BETWEEN 1625 AND
1631 CLEVELAND RD.

Reference Number: PC-22-18

Date of Report: 12-10-2018

Report Author: Greg Voltz, Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Nunzia and Carmelo Ruta has submitted a petition for the vacation of portion of 20' alley located between 1625 and 1631 Cleveland Rd. The following information is relevant to this application:

Applicant: Carmelo & Nunzia Ruta
2407 Deerpath Drive
Sandusky, Ohio 44870

Authorized Agent(s): John A. Feick
224 E Water Street
Sandusky, Ohio 44870

Peter J. McGory
1401 Cleveland Rd
Sandusky, Ohio 44870

Site Location: Alley located between 1625 Cleveland Road (DV 393 PG 413) and 1631 Cleveland Road (DV 391 PG 569).

Zoning: North: "R1-50" – Single-Family Residential
South: "GB" – General Business
East: "GB" – General Business
West: "GB" – General Business

Site Area: Alley – 0.2080 Acre

Existing Use: Vacant – City right-of-way

Proposed Use: The proposed vacated area will split between parcels currently owned by Carmelo & Nunzia Ruta and District Petroleum Products, Inc.

SITE DESCRIPTION

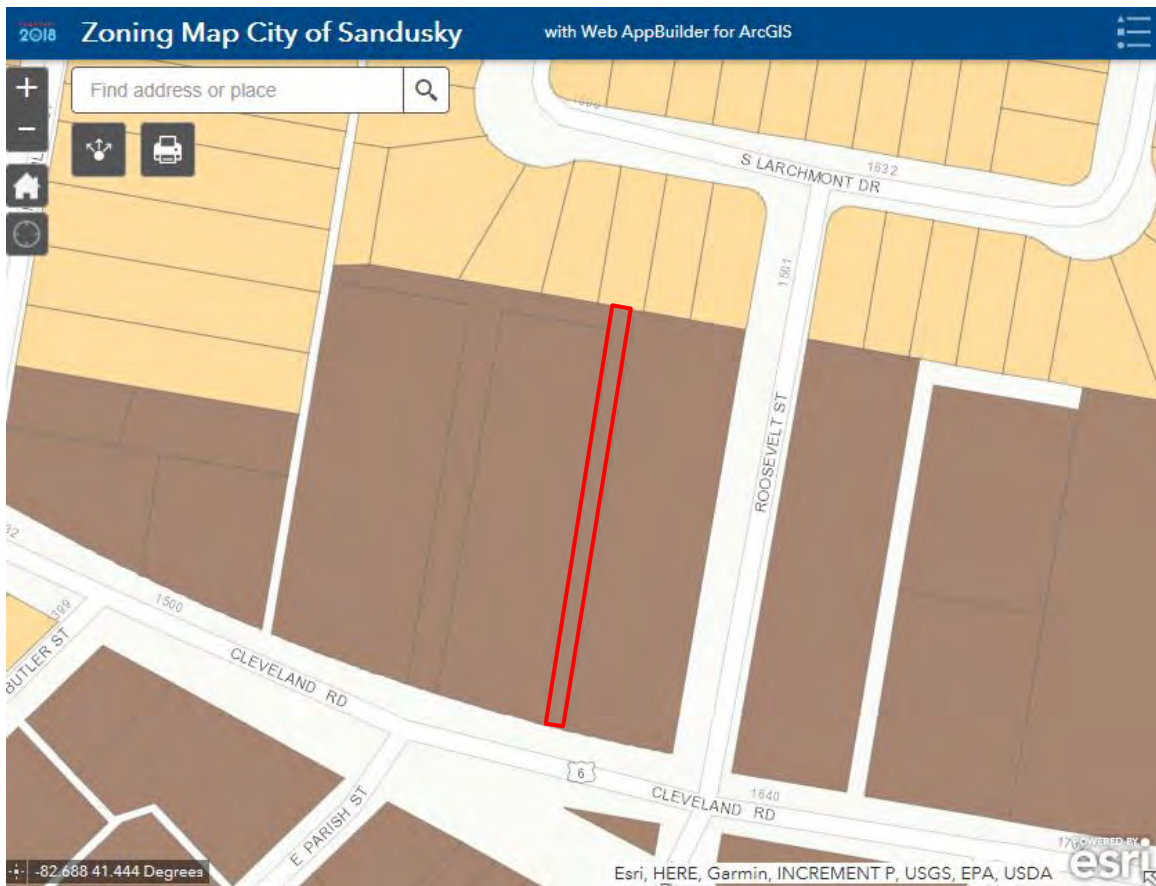
The Alley located between 1625 Cleveland Road (DV 393 PG 413)(Parcel #57-04104.000) and 1631 Cleveland Road (DV 391 PG 569)(Parcel #57-01269.000). The parcels adjacent to the right-of-ways are currently zoned as “GB”/ General Business and “R1-50” / Single Family.

Per the Ohio Revised code the proposed vacation of the alley and street would be divided between the property owners, in this case between Carmelo & Nunzia Ruta and District Petroleum Products, Inc. The applicant proposes to vacate the parcel to clean up the property and create a more marketable parcel.

Please see below for an aerial photo, and zoning map of the subject property.

Alley Outlined in Red





ENGINEERING STAFF COMMENTS

The City's Engineering staff has reviewed the proposed vacation and has no issues. The owners would also need to coordinate with Ohio Edison for any electrical service.

BUILDING STAFF COMMENTS

The City Building Official has reviewed the proposed vacation and has no issues.

POLICE DEPARTMENT COMMENTS

The Police Department has reviewed the proposed vacation and has no issues.

FIRE DEPARTMENT COMMENTS

The Fire Department has noted that they have reviewed the proposed vacation and has no issues.

CONCLUSION/RECOMMENDATION

In conclusion, planning staff has no objection to the Sandusky City Planning Commission recommending approval of the requested vacations to the City Commission because vacation of the alley will not adversely impact the adjoining properties and all the adjacent property owners have signed the petition. The current area will not land lock any property and the right- of-way is no longer of use for the public.

Planning Commission
December 19th, 2018
Meeting Minutes

The Chairman called the meeting to order at 4:31pm. The following members were present: Mr. Miller, Mr. Waddington, Chairman Zuilhof, Mr. McGory, Mr. Galea, and Mr. Whelan. Mr. Greg Voltz and Mr. Horsman represented the Planning Department; Mr. Trevor Hayberger represented the Law Department and Ms. Casey Sparks, Clerk from Community Development.

Mr. Miller made a motion to approve the February 20th, 2018, March, 20th, 2018, and April, 25th, 2018 Landmark Commission meeting minutes; Mr. Galea seconded the motion.

Mr. Waddington motioned to approve the minutes from November 28th, 2018; Mr. Galea seconded the motion.

Mr. Hayberger swore in those giving testimony.

Public Hearing: Zoning Amendments to 1161 the Landmark Ordinance

Mr. Horsman stated that the Planning Commission and Landmark Commission gave feedback regarding the initial proposed changes, Landmark Commission approved the proposed amendment this afternoon. The proposed amendments include additional criteria for granting a Certificate of Appropriateness, including demolition; allowing for the Commission to delegate to staff the ability to issue a Certificate of Appropriateness for minor changes; and minor changes of definitions and clarification of language within the ordinance.

Mr. Horsman discussed the proposed criteria for section 1161.07(e) regarding demolition, this section discusses the criteria used for issuing a Certificate of Appropriateness. In section 1161.07(f) there was language added stating that the property owner would need to try to find alternative uses for the property before demolishing. The proposed amendment is included to assure the buildings are preserved. Section 1161.07(b) discusses giving landmark commission the ability to grant authority of staff to review. Staff added language that states that the Landmark Commission has the authority to resend this authority from staff.

In Section 1161.11 subsection B was added. Staff requests that an addition be made to this, the current proposal states that the Landmark Commission may notify the department of code compliance regarding a property owner that is not currently in compliance with the maintenance requirements of Chapter 1161. Staff would like to add the Building Department to this section. Staff wanted to reiterate the ability to enforce the building code and assure that a penalty is consistent with the penalty referenced within the zoning code. Mr. Horsman stated that these changes have been approved by the Ohio Historic preservation office. The Landmark Commission also suggested adding the word structures to Section 1161.07(a).

Mr. McGory motioned to make a favorable recommendation to City Commission regarding the proposed legislation with minor changes as recommended by the Landmark Commission; Mr. Galea seconded the motion.

With no further discussion the motion was approve unanimously. The motion was approved with a 6/0 vote.

Public Hearing: Zoning Amendment to Parcels Located west of Wildman Street between First Street and Second Street: 57-03841.000, 57-03857.000, 57-03858.000 and properties located west of an unnamed alley within the 1900 block between First and Second Street: 57-03851.000, 57-00555.000, 57-03852.000, 57-03852.001

Mr. Horsman stated that the applicant D. Jeffery Rengel has applied for a rezoning of the property to CR Commercial Recreation. Currently the property is zoned as R1-40 Single Family Residential. Some of the parcels went through the BZA last month for a use variance to build boat storage. The applicant also applied for the zoning amendment in 2016 but it was not brought before Planning Commission. The properties are currently owned by RLR Properties and Central Erie, Ltd. Both groups of properties are immediately

surrounded by R1-40 Single Family Residential on the south, east, and west, CR Commercial Recreation zoning is across First Street to the north. The Sandusky Bicentennial Vision Comprehensive Plan has targeted this area along First Street for residential stabilization and infill and mixed use infill. There are currently development plans in progress for this neighborhood, as well as major investments in public infrastructure, such as the Sandusky Bay Pathway. Staff does not recommend the approval of the rezoning. If approved, any commercial development would require site plan approval and possible alley vacation.

Mr. Miller stated that the applicant has proposed boat storage for one of the areas in question, was there something else that the applicant was proposing for the other parcels.

Mr. Horsman stated that the area proposed for the boat storage was the only development plan brought before the Board of Zoning Appeals, the secondary parcels were not brought to the Board of Zoning Appeals. The BZA tabled the application as the scope of the decision is out of their purview, they thought it should be brought to the Planning Commission.

Jeff Rengel, RFL Properties, stated the application was made in June 2016 after developer expressed interest in property with the contingent that the property was rezoned. The property is currently zoned as R1-40. The Planning Department and the applicant agreed to temporarily table the application, six months after the application was made the developer pulled away from the deal. Mr. Rengel stated that this zoning classification is improper, zoning law states that if the zoning cannot hold the property owner from an economically viable use of the property. Mr. Rengel stated that based on case law if an owner is denied an economically viable use for substantial time a taking has occurred. The courts said you must consider three things: the economic impact of the zoning on the property owner, the extent to which the regulations have interfered with distinct investment backed expectations, and the character of the governmental action. In this case zoning was not in place when these properties were purchased.

Mr. Rengel stated that the facts of the case are as follows: the Planning Department depends on the Bicentennial Vision plan which was not in effect at the original time the application was made. That plan calls for infill of vacant land and mixed use development within this area. To his knowledge no residence have been building within the last 40 years. Several adjacent residence within have been torn down. No new residence have been built along First Street from Sycamore Line to the Causeway except properties within the CR Commercial Recreation District. In the last 40 years only commercial properties constructed along First Street. The only construction within the R-1 district has been from Cedar Point, in which this board approved a rezoning from R-1 Single Family Residential to CR Commercial Recreation without development plans in place. This property is surrounded by R1- 40 Single Family Residential Zoning on three sides and adjacent to CR Commercial Recreation district on the north side. Mr. Rengel stated the property in question this evening has the same situation. First Street is not conducive to residential. The traffic count is very high within certain areas. The city has received several complaints regarding the traffic from residential properties within the area. The present zoning is not conducive to the health and safety of the area. Mr. Rengel stated that his family has owned this property for over a 100 years, they currently still own approximately 40 lots, and they owned these before the city had a zoning code. To date he has received no offers or considerations for residential housing within the past 40 years, all inquiries received have been related to commercial development of some sort. The current offer is subject to CR Commercial Recreation zoning.

Mr. Rengel stated that it is his opinion that it is highly unlikely that the property will sell unless the zoning is changed due to the history, present traffic, and development conditions of the area. The Planning Department states that the law states that the property owner has to be deprived of all economic viability of the property, however staff should go one step further and analyze the application on how the magnitude of the regulations impact with the true property interest. The property is greatly being effected by the currently zoning classification, which historically has such an economic impact that it has made development within the area unlikely.

Mr. McGory stated ask if approved what may be developed within the area.

Mr. Rengel stated that the current buyer has expressed in developing the property and they have stated that it would need to be rezoned to CR. They have interest for commercial drive thru and boat storage in the past, or boat storage with a loft on the second floor.

Mr. Rengel stated that a perspective buyer two years ago had communicated interest for boat storage similar to the boat storage constructed on Cleveland Road in Huron. The current perspective buyer does not have interest in residential. The only lots in question this evening are along First Street, the other lots along Second and Third Street are not in question this evening as they are more conducive to residential.

Mr. Galea discussed the dimensions of the lots that are seeking rezoning, and ask if the lots would have frontage on Second Street.

Mr. Rengel stated that the way the county assigned parcel numbers some of these lots were combined to create three permanent parcel numbers, the eight lots are all identical in size. The parcels are generally 40' x 130-140' depending if an alley is present. The first group of parcels includes a 160 feet of frontage on First Street and 160 feet of frontage on Second Street. The second group of parcels has 120 feet of frontage on First Street and 120 feet frontage of Second Street.

Mr. Horsman stated that there are eight lots, generally they are 40' x 140' and a one that is 40' x 120' along First Street and Second Street.

Mr. Zuilhof ask when the family developed the residential development that is currently within the area.

Mr. Rengel described the history of the properties that his family owned and developed, there are about seven or eight houses that they built, however they have not seen residential within this area for nearly 40 years.

Mr. Zuilhof ask the application if there was any objection to the zoning when it was established within that area.

Mr. Rengel stated that he is unable to recall, his father was in charge of the property at that time.

Mr. Miller ask about the potential property tax consequence within the area if there were boat storage or drive thru instead of residential.

Mr. Rengel stated that there would be a substantial tax increase within the area if this were rezoned to commercial, which may help for future development within the area.

Mr. Miller discussed the option of a drive thru concept, he would assume that a potential buyer would have research on why this location would be appropriate for a drive thru.

Mr. Rengel stated that he was not aware of any of their research, most of the interested firms were from out of town.

Mr. Miller stated that visually boat storage could work within the area due to the frontage, however he could not see a drive thru working within this area. Mr. Miller ask if there has been any discussion regarding rezoning the northern half of the lots and keeping the southern half of the parcels as residential.

Mr. Rengel stated that the offer is contingent on all parcels, if all of the parcels were not rezoned the current offer would fall apart.

Mr. Miller stated that is it accurate to characterize the lots on Second Street under your family control are more ample for residential development.

Mr. Rengel stated that the properties along Second, Third, and Fourth Street are more conducive to residential as the two areas in question allow a pass thru onto First Street. Many of the lots in questions this evening would not be appropriate for residential because of traffic considerations.

Bob Waldock, 2015 Cedar Point Road, stated that he owns a total of 17 lots around the proposed area he is not opposed to, or for the plan. The Bicentennial Vision plan calls for residential development to continue along First Street, if the Commission does consider approving the First Street portion would they consider approving it for the Second, Third, and Fourth Street portion. Mr. Waldock stated that he owns the parcels to the west of parcels in question, if the Commission is going to allow the rezoning to these lots he would ask that they consider rezoning the remaining eight lots west of First Street as well.

Mr. Zuilhof stated that he would characterize this as spot zoning, if more of the surrounding lots could be rezoned along First Street it may make more sense. Mr. Zuilhof stated that they should consider the rights of the surrounding property owners and make sure that they are looking at the big picture.

Mr. Miller stated in respect of the Bicentennial Vision plan, what argues in favor for residential and what does mix use entail for this area.

Ms. Byington stated that the plan calls for stabilization of residential, there is currently residential within the area. The plan also calls for infill which be based on the existing use which is residential. It also speaks to mixed use, it does not speak to what is included in the mixed use. Staff as discussed if this corridor should be rezoned to commercial, the CR Commercial Recreation district would permit several uses that could impact the surrounding area. Staff believes that if a rezoning is to occur that it should be a larger area, however to date they have not been convinced that a rezoning would not impact the surrounding properties.

Mr. Zuilhof stated that suggested a planned unit development for this area, as it could mitigate some of the restrictions on the use of the land and create an economically viable option.

Mr. McGory asked if Commercial Recreation would include vacation condos and transient uses.

Ms. Byington stated that vacation rental would be a permitted uses within the Commercial Recreation District.

Mr. McGory ask how many houses are owner occupied vs. tenant occupied.

Ms. Byington stated that they are not aware of the number of owner occupied properties vs. tenant occupied properties.

Mr. Zuilhof stated that there may be a possibility for upscale residential uses within the area, just because residential has not worked to date this does not mean that no residential uses could work within the area.

Mr. McGory stated that he would like staff to evaluate the whole area rather than look at this specific area mentioned in the report.

Mr. Rengel stated that current contract is valid through December 31st however he could see if an extension is possible. He is not sure the buyer's timeline for commencing on building. Mr. Rengel stated that they should have started this with Planning Commission, as they will now still have to go to City Commission. He does not believe this is spot zoning as it is on the edge of the CR Commercial Recreation District.

Mr. Zuilhof ask Staff to look into possibly adding more area to be rezoned.

Mr. McGory made a motion to table the application to look into extending the area being considered for rezoning. Mr. McGory stated that he is not pleased with the Bicentennial Vision plan when it comes to this area. He would like staff to work on this quickly as there is a current buyer in place. Mr. Galea seconded the motion.

Mr. Miller stated that an analysis regarding owner occupied vs. rental within the area and the properties being affected, If we were to recommend commercial zoning how does this effect the current residential zoning and how does this transition over time.

With no further discussion the motion was tabled.

Mr. Voltz stated that Nunzia and Camelo Ruta have submitted a petition for the vacation of a portion of a 20' alley located between **1625 and 1631 Cleveland Road**. The existing use of the land is a vacant property.

The current zoning of the property is General Business GB. The alley proposed to be vacated would be divided between Camelo and Nunzia and District Petroleum Products, Inc. The applicant proposed to utilize the area to create a more marketable parcel for future development. In conclusion planning staff has no objection to recommending approval of the requested vacations to City Commission.

Mr. Galea motioned to approve the proposed petition for the vacation between 1625 and 1631 Cleveland Road; Mr. Waddington seconded the motion.

Mr. Miller ask if there are any public utilities located within this easement; Mr. Votlz stated that there may be an electrical easement on the property owner, but there is no sewer or water lines within the area.

With no further discussion the motion was approved. The motion was approved with a 5/0 vote; Mr. McGory abstained from the vote.

Chip Marous, 1702 Joseph Lloyd Pkwy, Willoughby stated that the Cedar Fair Resort and Attraction Management Facility to be located at **250 Market Street** has been a joint venture with Cedar Fair, work in collaboration with BGSU, City of Sandusky and the Port Authority. This is the second project for Marous in downtown Sandusky.

Andrew Kurtz, Dean of BGSU Firelands, stated that he is excited to work on the project. This program will be the home for a Bachelors Degree for Resort and Attraction Management the program would concentrate on amusement parks, museums, zoos, and family entrainment centers. The students will come in as juniors and they will have already completed a co-op with Cedar Fair, they will complete and additional co-op with Cedar Fair in one of their parks before graduating. The first floor will house the education classrooms, gathering spaces, and office for BGSU staff.

Mr. Zuilhof stated that because he lives in close proximity to the proposed development to avoid the appearance of conflict, although he does not believe there is one he will not be voting, however he will bring up points he believes are important for the Commission to consider.

Mr. McGory ask if the upper floors will be student housing.

Mr. Kurtz stated that this is not being called a residential hall, student may reside in this building but it is not a requirement for students.

Mr. Zuilhof ask if each unit conforms to the zoning code in regards minimum square footage.

Mr. McGory ask how they came to decide on this location.

Denver Brooker, Vocon, stated that the site is the on the eastern edge of the Central Business District. The school will be located along Hancock Street and East Market Street. Immediately east of the property is public parking as well as diagonal parking. The education portion of the building will occupy approximately 12,000 sq.the first floor will also have a modestly retail area, lobby, fitness, and residential maintenance area. There will be 10ft easement created as an access way for the parking and service area. The site plan is proposing 32 spaces, eight on-street parking spaces, and three handicapped spaces. There is modest landscaping proposed including maples and boxwoods.

The facility will include both studio apartments and two bedroom apartments. The building will be brand new however they will try to take design cues from the surrounding buildings to create something with a historic design that has a more of modern look. Mr. Brooker described the building materials and colors for the site. He stated that the elevations have been modified since the planning report as there was concerns with the the upper floors being all white. They have extended the gray accent into the fourth floor. The west side of the building is a little more simple design but still matches the other proposed elevation of the building. Mr. Brooker discussed the proposed blade sign. There are also canopies associated with each entrance. The lighting is discrete and simple; they are proposing full cut off fixtures.

Chris Coplin, Mannik & Smith, stated that the site is .08 acres. Mr. Coplin discussed the proposed parking for the site. The site is proposing seven red maples as well white gem boxwoods within the parking islands. The parking stalls are 9' x 19' and the drive aisle is 24', the access drive off Hancock is 20' and the entrance drive off Market is matching the easement that is in place.

Mr. Voltz stated that site is zoned as Downtown Business District and the applicant is requesting site plan approval. The building is proposed to be 58' in height which is well within the height requirement and the building does meet the required parking. The Central Business District does not have parking requirements, however the applicant is proposing to provide parking. There is adjacent parking that sits unused. This development will allow students to live car free, they have indoor bike parking and the site is near the downtown transient hub. Mr. Voltz discussed the survey parking results which will show that this area has very low utilization for parking. Staff does believe the applicant has provided sufficient parking for the development. Currently the aisle width will require a 1' variance.

Mr. Horsman stated that this site is within the design review area. Staff reviewed site in accordance with the design guidelines and applicant has addressed any concerns they had. Staff thought the proposed building was appropriate and to scale and height and in accordance with the architecture to the surrounding area.

Mr. Voltz reviewed engineering comments with staff. Staff is recommending approval with the following conditions:

1. Parking blocks shall be utilized so vehicles are not able to be parked within any easement areas.
2. A one foot (1) variance is approved by the Board of Zoning Appeals for the center aisle width in the off street parking area.
3. The lighting shall be in conformance with section 1149.10 and a cut sheet shall be submitted for staff approval that shows lighting for the parking area be dark sky friendly.
4. Dumpster area is screened with material submitted for staff approval.
5. Type of street trees are approved through the City of Sandusky Public Works Department

Mr. Zuilhof stated that he believes that there is a minimum square footage for the apartments within the Downtown Business District, they may to get a variance for smaller units.

Mrs. Byington stated that zoning code states that square footage are required to be 400 square feet within the multi- family zoning district.

Mr. McGory ask if the ownership is with Cedar Fair.

Chip Marous stated that the ownership is a joint ownership with Marous and with Cedar Fair.

Mr. McGory ask if the property is still currently owned by the City of Sandusky.

Mrs. Byington stated the purchase of the property will still have to go to City Commission for approval.

Mr. McGory stated that this appears to be a great development, it seems to be a lot of building on a relatively small lot. He stated that it is also unrealistic to state that the occupants of this development will not have cars.

Mr. Galea stated that he believes that they should approve the site plan, more multi- family and dense developments should continue to be proposed for downtown. This type of development is what we want to see within the city.

Mr. Miller motioned to approve the site plan with the conditions indicated by staff; Mr. Galea seconded the motion.

Mr. Zuilhof stated that he was blown away with what they have done and this is a break thru development for the city.

With no further discussion the motion was unanimously approved. The motion was approved with a 5/0 vote. Mr. Zuilhof abstained.

Mr. Galea motioned to untable the application regarding the zoning amendment for properties along First and Second Street and continue the public hearing at the January meeting; Mr. Waddington seconded the motion.

With no further discussion the motion was unanimously approved.

Mr. Hayberger stated that staff will notify the surrounding property owners of the hearing.

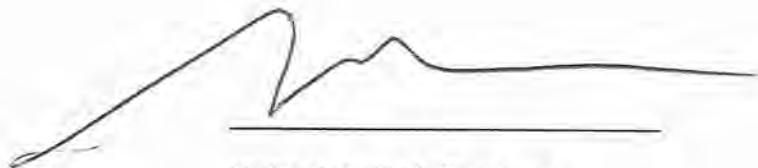
Mr. McGory motioned to adjourn the meeting; Mr. Waddington seconded the motion.

With no further business, the meeting at 6:19 PM.

APPROVED:



Casey Sparks, Clerk



Michael Zuilhof, Chairman



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5973
www.ci.sandusky.oh.us

April 30, 2019

Planning Commission at the December 19th, 2019 meeting recommended approval to the City Commission for the proposed petitions for vacation of a 20' alley located between 1625 and 1631 Cleveland Road.



Mike Zuilhof
Planning Commission Chair

ORDINANCE NO. _____

AN ORDINANCE VACATING AN ALLEY LOCATED NORTH OF CLEVELAND ROAD BETWEEN 1625 AND 1631 CLEVELAND ROAD, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED EXHIBIT “A-2”, ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.

WHEREAS, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

WHEREAS, the petitioner, Peter J. McGory, on behalf of Carmelo and Nunzia Ruta, and all abutting property owners are consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

WHEREAS, the alley proposed for vacation will be split between the adjoining properties located at 1625 Cleveland Road and 1631 Cleveland Road; and

WHEREAS, the City’s Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object; and

WHEREAS, the Planning Commission considered this vacation request at its December 19, 2018, meeting and resolved unanimously to recommend approval of the requested vacation; and

WHEREAS, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its May 13, 2019, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

WHEREAS, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments of the City of Sandusky, that this vacation be made; NOW, THEREFORE,

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

Section 1. The alley located north of Cleveland Road between 1625 and 1631 Cleveland Road, labeled as described on the vacation plat, with a total area of approximately 0.2080 acre, more or less, as provided in the following legal description:

PAGE 2 - ORDINANCE NO. _____

Being situated in the State of Ohio, County of Erie, City of Sandusky, Second Ward, Part Amended Plat of D.L.C. Ransom Subdivision (PV 7 PG 1) and being more definitely described as follows:

Commencing at a monument box, found, marking the intersection of the centerline of Cleveland Road with the centerline of Roosevelt Street (66 FT); Thence North 09°58'39" East along the centerline of Roosevelt Street, a distance of 497.24 feet to a point on the South line of Eastwood Subdivision No. 3 (PV 16 PG 27); Thence North 80°01'21" West along the South line of said Eastwood Subdivision No. 3, a distance of 151.80 feet to a point, marking the Northwest corner of a parcel owned by District Petroleum Products, Inc. (DV 391 PG 569) and the point of beginning;

1. Thence South 09°58'39" West along the West line of said District Petroleum parcel, a distance of 453.81 feet to a point on the North line of Cleveland Road;
2. Thence westerly along the North line of Cleveland Road, along an arc of a curve to the right, having a radius of 2068.32 feet, a delta of 00°33'19", a chord bearing of North 76°23'12" West, a chord distance of 20.04 feet, an arc length of 20.04 feet to a point, marking the Southeast corner of a parcel owned by Carmelo & Nunzia Ruta (DV 393 PG 413);
3. Thence North 09°58'39" East along the East line of said Ruta parcel, a distance of 452.54 feet to a point on the South line of said Eastwood Subdivision No. 3;
4. Thence South 80°01'21" East along the South line of said Eastwood Subdivision No. 3, a distance of 20.00 feet to the point of beginning, containing 0.2080 acre, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in April 2016. The bearings were assumed only for the purpose of indicating angles.

And as more fully described in the legal description and vacation plat marked Exhibits "A-1" and "A-2", attached to this Ordinance and specifically incorporated herein, be and the same are hereby vacated pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacation be and hereby is subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plat, the City Commission action in vacating such portion of the street and to cause said plat to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacation, by sending him a copy of this Ordinance.

Section 4. 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 5. 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 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

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

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

Passed:

Proposed Vacation of a 0.2080 Acre Parcel
City of Sandusky

Being situated in the State of Ohio, County of Erie, City of Sandusky, Second Ward, Part Amended Plat of D.L.C. Ransom Subdivision (PV 7 PG 1) and being more definitely described as follows:

Commencing at a monument box, found, marking the intersection of the centerline of Cleveland Road with the centerline of Roosevelt Street (66 FT); Thence North $09^{\circ}58'39''$ East along the centerline of Roosevelt Street, a distance of 497.24 feet to a point on the South line of Eastwood Subdivision No. 3 (PV 16 PG 27); Thence North $80^{\circ}01'21''$ West along the South line of said Eastwood Subdivision No. 3, a distance of 151.80 feet to a point, marking the Northwest corner of a parcel owned by District Petroleum Products, Inc. (DV 391 PG 569) and the point of beginning;

- (1) Thence South $09^{\circ}58'39''$ West along the West line of said District Petroleum parcel, a distance of 453.81 feet to a point on the North line of Cleveland Road;
- (2) Thence westerly along the North line of Cleveland Road, along an arc of a curve to the right, having a radius of 2068.32 feet, a delta of $00^{\circ}33'19''$, a chord bearing of North $76^{\circ}23'12''$ West, a chord distance of 20.04 feet, an arc length of 20.04 feet to a point, marking the Southeast corner of a parcel owned by Carmelo & Nunzia Ruta (DV 393 PG 413);
- (3) Thence North $09^{\circ}58'39''$ East along the East line of said Ruta parcel, a distance of 452.54 feet to a point on the South line of said Eastwood Subdivision No. 3;
- (4) Thence South $80^{\circ}01'21''$ East along the South line of said Eastwood Subdivision No. 3, a distance of 20.00 feet to the point of beginning, containing 0.2080 acre, more or less, but being subject to all legal highways, easements and restrictions of record.

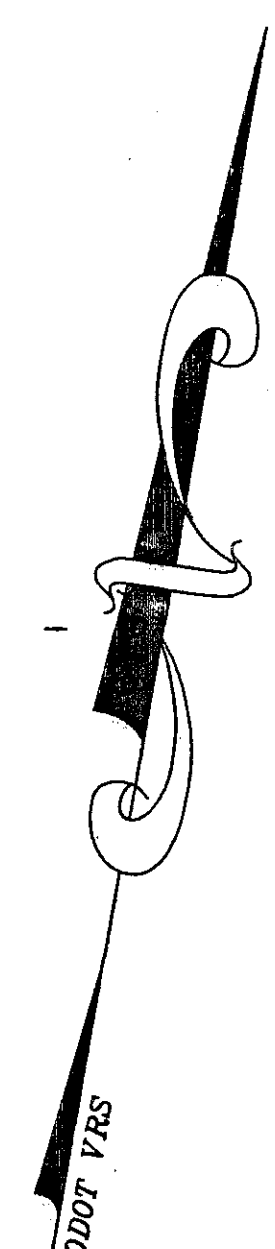
The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in April 2016. The bearings were assumed only for the purpose of indicating angles.

Daniel E. Hartung Jr. 11/1/2018
Daniel E. Hartung Jr., PE, PS

and Sections 4733-37 thru 4735-37 of the Code
Administrative Code only. No Field Verifications
for Accuracy made.

Daniel E. Hartung Jr.
Erie County Engineer
Date: 11/01/18





(IN FEET)
1 inch = 60 ft.

DANIEL E. HARTUNG JR., PE, PS



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 1, 2019

Subject: **Commission Agenda Item – Professional Design Agreement for Phase I of the Justice Center Design**

ITEM FOR CONSIDERATION: Agreement for Professional Design Services with Richard L. Bowen & Associates Inc. (Architect) for the first phase of the Justice Center Design.

BACKGROUND INFORMATION: A Request for Qualifications (RFQ) for the Justice Center Design directed interested consultants to submit qualifications to the Department of Public Works by November 5, 2018. A total of five submittals were received. An internal review and numerical evaluation were completed of all submittals by a review committee consisting of the Municipal Judge, Chief of Police, Planning Director, Recreation Director, Assistant City Engineer and City Manager. The committee interviewed the top four firms and selected Richard L. Bowen & Associates Inc. of Cleveland, Ohio as the most qualified firm for designing facilities similar to the scope of our project.

The design for this project is split into two phases, the first phase consisting of a programming and needs assessment, conceptual layouts and preliminary costs. The second phase will consist of the schematic design, final design, limited construction engineering services and project close out.

Understanding the City's desire to move quickly, the Architect did not want to delay the project. They have already begun Phase I by conducting a series of meetings with Police, Court and City staff to gather information regarding needs and desires, and performed several site visits to familiarize themselves with current operations. The final deliverable of the first phase will be a detailed needs analysis with conceptual layouts and preliminary costs of construction. Based on these documents, the consultant will be able to generate a more precise cost for Phase II.

The Proposal dated April 19, 2019 from the Architect includes scopes of work for both phases but only provides a cost for Phase I, which is \$91,483. Owner's Representative services during construction are not included and may come at a later date if needed.

BUDGETARY INFORMATION: The not to exceed cost for Phase I of the professional design services is \$91,483 to be split evenly between the Court's Capital Account and the City's Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared for a professional design services agreement for the phase one activities on the Justice Center design with Richard L. Bowen &

Associates Inc. in an amount not to exceed \$91,483.00 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 proceed with the design immediately and reimburse the Architect for services already rendered.

I concur with this recommendation:

Eric Wobser
City Manager

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Justice Center design services

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH RICHARD L. BOWEN & ASSOCIATES, INC. OF CLEVELAND, OHIO, FOR THE JUSTICE CENTER DESIGN PROJECT PHASE I; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the new Justice Center facility will house the Municipal Court and Police Department and will be located at 1706 Hayes Avenue, Sandusky, which is the former American Crayon site consisting of 6.25 acres of green space, and will house the Justice Center with potential site planning for tennis courts, a recreation building, pickle ball courts, and other outdoor amenities; and

WHEREAS, the design for this project is split into two phases, the first phase consisting of a programming and needs assessment, conceptual layouts and preliminary costs and the second phase consisting of the schematic design, final design, limited construction engineering services and project close out; and

WHEREAS, a Request for Qualifications (RFQ) was issued for the design of the Justice Center in which five (5) submittals were received, evaluated and ranked by a selection committee and based upon an interview process of the top four (4) firms and scoring evaluations, it was determined that Richard L. Bowen & Associates, Inc. was the most qualified; and

WHEREAS, Richard L. Bowen & Associates, Inc. will be providing professional design services for the first phase of the Justice Center Design Project consisting of a programming and needs assessment, conceptual layouts, and preliminary costs and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, understanding the City's desire to move quickly, the consultant has already begun Phase I by conducting a series of meetings with Police, Court and City staff to gather information regarding needs and desires, and performed several site visits to familiarize themselves with current operations; and

WHEREAS, the final deliverable of the first phase will be a detailed needs analysis with conceptual layouts and preliminary costs of construction and based on these documents, the consultant will be able to generate a more precise cost for Phase II; and

WHEREAS, the cost for the professional design services is \$91,483.00 of which \$45,741.50 will be paid with funds from the Court's Capital Account and \$45,741.50 will be paid with City 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 the agreement and proceed with the design and reimburse Richard L. Bowen & Associates, Inc. for services already rendered; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

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

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Professional Design Services with Richard L. Bowen & Associates, Inc. of Cleveland, Ohio, for the Justice Center Design Project Phase I, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Ninety One Thousand Four Hundred Eighty Three and 00/100 Dollars (\$91,483.00).

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: May 13, 2019

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2019, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Works designated below or successor (the “City Engineer”), and Richard L. Bowen & Associates, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional design services for the following project (the “Project”):

Project Name:	Justice Center Design
Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer:	Allan Renzi, Principal
Contact:	Richard L. Bowen & Associates Inc.
Address:	13000 Shaker Boulevard Cleveland, Ohio 44120

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer’s services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so

as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the “Consultants”); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant’s participation in performing the Architect/Engineer’s services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer’s authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER’S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any Additional Services to the extent made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless

waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. Required Actions. The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. Instructions to Contractors. All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. City's Requirements. The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph.

4.4. Authorized Representative. The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. Notice to Architect/Engineer. If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. Legal Representation. The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. Definition. Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of _____ A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer'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.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. 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 Architect/Engineer commenced to perform services relating to the Project. 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.

6.1.3. Certificates. The Architect/Engineer 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.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer 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 of the Architect/Engineer'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 Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer 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 Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer 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.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons,

entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the

Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for ~~six (6)~~three (3) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. This Agreement may be delivered by facsimile or email and faxed signatures or signatures in PDF copies transmitted via e-mail will be deemed original signatures for all purposes.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at _____. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application

thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Firm Name

RICHARD L. BOWEN & ASSOCIATES, INC.

By: _____

Its: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: _____, 2019

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Not to Exceed Amount

March 29, 2019 (revised April 19, 2019)

216.491.9300

Mr. Aaron Klein
Director of Public Works
City of Sandusky
222 Meigs Street
Sandusky, OH 44870

FAX . 491 . 8053

13000 SHAKER BLVD

CLEVELAND, OHIO 44120

RE: Sandusky Justice Center Phase I Proposal
1706 Hayes Ave.
Sandusky, OH 44870
RLB+A #: 13129

Dear Aaron,

It is our pleasure to have been selected as the architect for the new City of Sandusky Justice Center. We have drafted this technical proposal as an understanding of the goals for the City of Sandusky, its Police Department, Municipal Courts, and Recreation Division with respect to their new planned facility.

Our services will be provided in two phases: Phase I (Program Verification and Concept Design), and Phase II (from Schematic Design to Project Closeout). Our proposed fee for Phase I is the sum detailed below. Our proposed fee for Phase II will be 8.5% of the construction budget of the project determined and agreed upon at the end of Phase I. We are presenting two options of entering into contract with the City of Sandusky: First, Phases I and II services would be under one contract. Alternatively, we can provide Phase I services only and provide Phase II services under a separate contract.

I. Project Overview and Scope

It is our understanding that this project, a single-facility/multi-tenant space with shared amenities, yet to be defined, and outdoor features is a collaboration with individual city departments, each with their own requirements. In addition, we acknowledge the potential site planning in coordination with the Recreation Department for their future location.

For this phase, the design team will verify the program requirements of each space and develop concept level layouts.

II. Project Site

The site is located at 1706 Hayes Ave, formally the American Crayon site, and is set to include the development of the Justice Center, an outside event plaza, and associated parking. Potential future expansion may include 8 to 10 tennis or pickle ball courts, a concessions and restroom building, a recreation building, and associated parking.

ARCHITECTS

III. Building Description

ENGINEERS

The new building will be the headquarters for the Police Department and Municipal Courts. The site will house not only the Justice Center but also the possibility of exterior tennis courts,

CONSTRUCTION
MANAGEMENT

pickle ball courts, a future recreation building, and other outdoor amenities. The program is based on the "2016 Needs Assessment" and the area is estimated to be approximately 14,572 to 30,000 s.f. for the Municipal Court and approximately 22,350 s.f. for the Police Department. If the total project cost is increased to incorporate additional scope requested by the Owner or User Groups, the Architect reserves the right to request a fee adjustment.

IV. Project Schedule – Phase I

The programming and concept phases are expected to take 2 months.

V. Scope of Services – Phase I

1. The following summary outlines the major activities and deliverables included in the program verification and concept design phases.
2. The duration indicated is based on project commencement in mid-March of 2019.
3. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

Project Phases

1. Program Verification

- A. Activities completed during this phase will include the following:
 - i. Attend project kick-off meeting with Owner and User-groups;
 - ii. Facilitate a maximum of (4) meetings with User-groups and other stakeholders to define program of requirements;
 - iii. Benchmarking visits to a maximum of (2) similar facilities;
 - iv. Draft Programs of Requirements for Owner and User-groups review;
 - v. Revise Programs of Requirements to include Owner and User-groups' comments as needed.
- B. Deliverables provided during this phase will include:
 - i. Program of Requirements in PDF format.
- C. Owner's written acceptance of the Programs of Requirements prior to the start of the next phase.
- D. Anticipated duration: 1 month.

2. Concept Design

- A. Activities completed during this phase will include the following:
 - i. Geotechnical investigation and analysis;
 - ii. Develop concept-level building layout;
 - iii. Develop a master plan of the entire site to include tennis and pickle ball courts, concession building, and recreation building, as well as delineate the area of the site that is to be developed under this project;



- iv. **(2) Exterior concept rendered images of the initial design of the Justice Center building;**
 - v. (1) Design revision to include Owner's comments as needed;
 - vi. (1) cost estimate to construct proposed concept;
 - vii. Attend (1) meeting to review proposed designs and estimates;
- B. Deliverables provided during this phase will include:
- i. Geotechnical analysis report in PDF format;
 - ii. ALTA survey drawing in PDF and CAD formats;
 - iii. Concept-level drawings in PDF format;
 - iv. Concept-level exterior envelop narrative in PDF format;
 - v. Statement of opinion of probable construction cost in PDF format.
- C. Anticipated duration: 1 month.

Fee Schedule – Phase I

Program Verification phase total	\$42,000
Concept Design	\$24,000
Estimating	\$6,000
Subtotal	\$72,000
ALTA/NSPS Land Title Survey	\$8,585
Geotech Investigation and Report for SJC area only	\$5,498
Additional (4) borings at future tennis courts area	\$1,400
Reimbursable Allowance	\$4,000
(Not to exceed. Including, but not limited to, travel, printing costs, and other expenses as approved by owner)	

VI. Scope of Services – Phase II

1. The following summary outlines the major activities and deliverables included in the program verification and concept design phases.
2. The duration indicated is based on project commencement in mid-June of 2019.
3. If unexpected delays occur through no fault of the Architect, the Architect reserves the right to request a fee adjustment.

Project Phases

1. Schematic Design (SD)
 - A. Activities completed during this phase will include the following:
 - i. Attend (1) progress meetings with the Owner and User-groups to review overall design, budget, & schedule;



- ii. Facilitate a maximum of (2) meetings with user-groups to review design items specific to their area;
- iii. Develop schematic level floor plans and site plan;
- iv. Develop schematic level exterior elevations/design;
- v. Select HVAC, plumbing, electrical, and technology systems;
- vi. Complete service and load calculation and verify utility service requirements;
- vii. Complete initial project code analysis and review with city building department;
- viii. Perform zoning analysis;
- ix. Develop preliminary construction phasing plans, including demolition plans;
- x. Prepare up to (3) exterior renderings;
- xi. Assist CM in producing SD level cost estimate.

B. Deliverables provided during this phase will include:

- i. Schematic Design level drawings in PDF format and (1) full-size printed set;
- ii. Schematic Design level narratives for major building systems in PDF format and (1) bound hard copy.

C. Owner review and written acceptance of the Schematic Design documents prior to the start of the next phase.

D. Anticipated duration: 1.5 month.

2. Design Development (DD)

A. Activities completed during this phase will include the following:

- i. Attend a maximum of (2) progress meetings with the Owner and User Groups to review overall design, budget, and schedule;
- ii. Facilitate a maximum of (3) meetings with user-groups to review design items specific to their area;
- iii. Finalize floor plans, site plan, and elevations;
- iv. Refine space requirements for major building systems and equipment;
- v. Develop typical exterior envelope wall sections and select materials;
- vi. Develop interior materials and finishes palette;
- vii. Update code review as required;
- viii. Update construction phasing plans and demolition plans as required;
- ix. Prepare up to (3) exterior renderings;
- x. Public presentation of DD submittal at (1) City Council meeting and (1) public meeting;
- xi. Submission and presentation of project for Zoning and Planning Commission approval;



- xii. Evaluate acoustical characteristics of proposed courtroom designs and mitigate deficiencies as needed;
- xiii. Assist CM in producing DD level cost estimate.

B. Deliverables provided during this phase will include:

- i. Design Development level drawings in PDF format and (1) full-size printed set;
- ii. Project Manual including product data sheets for major materials and equipment in PDF format and (1) bound hard copy.

C. Owner review and written acceptance of the Design Development documents prior to the start of the next phase.

D. Anticipated duration: 2 months.

3. Construction Documents (CD)

A. Activities completed during this phase will include the following:

- i. Attend a maximum of (3) progress meetings with the Owner and User Groups to review overall design, budget, and schedule;
- ii. Refine and finalize design;
- iii. Develop way-finding signage package;
- iv. Prepare construction documents and specifications;
- v. Coordinate with Owner's departments and outside vendors as required (e.g. AV equipment vendor);
- vi. Finalize code review including completion of required energy analysis;
- vii. Finalize construction phasing and demolition plans for inclusion in the bid documents;
- viii. Submit 100% CDs to Building Department and other authorities having jurisdiction for plan review and permitting;
- ix. Prepare responses to plan review comments;
- x. Public presentation of final submittal at (1) City Council meeting;
- xi. Assist CM in producing opinion of probable construction cost statement.

B. Deliverables provided during this phase will include:

- i. 90% bid documents in PDF format for Owner final review;
- ii. 100% bid documents provided in PDF format and (1) full-size printed set.

C. Anticipated duration: 3 months.

4. Bid Administration and Contracting (BA)

A. Activities completed during this phase will include the following:

- i. Attend pre-bid meeting conducted by CM;
- ii. Prepare responses to Contractor's bid RFI's;



- iii. Prepare and issue addenda;
 - iv. Review bids and attend scope review meeting;
 - v. Recommend contractors to Owner for award.
- B. Deliverables provided during this phase will include:
- i. Bidder recommendation letter to Owner in PDF format.
- C. Anticipated duration: 2 months.
5. Construction Administration (CA)
- A. Activities completed during this phase will include the following:
- i. Attend pre-construction meeting with Owner and CM or Contractor;
 - ii. Attend bi-weekly Owner-Architect-Construction Manager (OACM) or Owner-Architect-Contractor (OAC) meetings;
 - iii. Weekly site observation walk-throughs at OACM or OAC meetings;
 - iv. Respond to Contractor's RFIs;
 - v. Review shop drawings and submittals prepared by Contractor;
 - vi. Prepare bulletins (change directives) as required;
 - vii. Review change orders;
 - viii. Review Contractor's applications for payment;
 - ix. Complete punchlist walk-thru at the end of each construction phase.
- B. Deliverables provided during this phase will include:
- i. Bi-weekly site observation reports;
 - ii. (1) Punchlist report in PDF format.
- C. Anticipated duration: 21 months.
6. Project Closeout
- A. Activities completed during this phase will include the following:
- i. Review Operations & Maintenance Manual submittals prepared by the Contractor;
 - ii. Prepare Certificate of Substantial Completion;
 - iii. Prepare record drawings from CM's as-built drawings.
- B. Deliverables provided during this phase will include:
- i. Record drawings in PDF format.
- C. Anticipated duration: 2 months.

Fee Schedule – Phase II

8.5% of the agreed-upon construction budget, based on the concept phase estimate.

VII. Owner Responsibilities

- i. Hazardous material survey and report;
- ii. Site survey;
- iii. Permit application fees;
- iv. Bid document management, printing, and distribution.

VIII. Additional Services

- i. Life cycle cost and analysis;
- ii. Design, engineering, and documentation pertaining to LEED certification;
- i. Multiple bidding packages;
- iii. Furniture or FF&E design and documentation;
- iv. Bulletins resulting from owner-directed changes;
- ii. Inspection and testing services;
- v. Owner's representative services;
- vi. Attendance of post construction or operations review meetings.

We look forward to our new relationship with the City of Sandusky. If you should have any questions regarding the enclosed information, please don't hesitate to call.

Sincerely,

RICHARD L. BOWEN + ASSOCIATES INC.



Allan L. Renzi, AIA
President

cc: Ken Chow – Bowen





DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 10, 2019

Subject: **Commission Agenda Item – 2019 Five-Year Capital Improvement Plan**

ITEM FOR CONSIDERATION: Approval of the 2019 Five-Year Capital Improvement Plan (Plan).

BACKGROUND INFORMATION: In June of 2016, the Sandusky City Commission approved the first city-wide Five-Year Capital Improvement Plan, developed to track proposed capital expenditures over the subsequent five-year period. The Plan serves as a transparent document so every stakeholder and resident in the City of Sandusky can understand how the city administration proposes to implement needed and desired programs or projects that have been described by staff and by residents through the Bicentennial visionary process. Secondly, the Plan can be utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated.

A draft Plan was sent to members of the Finance Committee on April 16, 2019 for review, and all City departments have reviewed the Plan. All feedback received to-date has been incorporated into the document. This Plan, as well as an analysis of sewer and water rates, will continue to be updated annually during the budgeting process.

BUDGETARY INFORMATION: There is no budgetary impact at this time. Costs will be allocated to the appropriate funds as individual projects are presented for a vote at City Commission meetings. It is important to note that approval of the Plan is not an approval of each project; the costs included are budgetary numbers that will change as projects are designed and publicly bid.

ACTION REQUESTED: It is requested that City Commission approve the proposed 2019 Five-Year Capital Improvement Plan and that necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow City staff to move forward with capital purchases and projects planned for 2019—several of which are time sensitive—so they can be paid in this year's budget.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING THE 2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved and adopted the first city-wide Five-Year Capital Improvement Plan for the City of Sandusky by Ordinance No. 16-104, passed on July 11, 2016; and

WHEREAS, the Five-Year Capital Improvement Plan was developed to track proposed capital expenditures over the subsequent five-year period and is utilized internally as an additional budgeting tool to help ensure appropriate, informed and reasonable expenditures of funds from which capital dollars are allocated; and

WHEREAS, this proposed 2019 Five-Year Capital Improvement Plan was distributed to members of the Finance Committee on April 16, 2019, and has been reviewed by Staff and all feedback received to-date has been incorporated into the document, and this Plan will continue to be updated annually during the budgeting process; 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 formally adopt the plan and move forward with capital purchases and continue with the planned projects; 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 approves and adopts the 2019 Five-Year Capital Improvement Plan, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein.

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 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: May 13, 2019



2019 FIVE-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC VISION

Since the inception of Sandusky's *Bicentennial Vision*, which includes two planning documents: a strategic vision and a comprehensive master plan, and the passage of Issue 8, the City of Sandusky has been building on our unique assets, including a stunning waterfront, beautiful park system, walkable neighborhoods and dynamic cultural institutions, as well as emerging local businesses, strong regional employers and a booming destination economy, to cultivate a bright future.

The decisions we make and actions we take determine how Sandusky will thrive and grow. Our growth must be organic, gradual and sustainable, yet ambitious enough to call for the creation of new assets that will become part of the history and fabric of Sandusky over the next 200 years.

It is our intention to create a vibrant, livable, connected, celebrated, destination city that is worthy of our legacy.

-Adapted from City of Sandusky Bicentennial Vision 2016-2020

INTRODUCTION

When residents voted in favor of Issue 8 in 2014 and came together to develop the Bicentennial Vision in 2016, they invested in Sandusky, the heart and soul of the Firelands region and the economic engine of Erie County. The City of Sandusky is committed to ensuring that everyone in the community benefits from this collective support. Our top priority is to maintain and improve the lives of every resident, as well as the places we live, work and play, and to do so through careful consideration and clear communication.

The Five-Year Capital Improvement Plan (CIP) is a comprehensive plan for proposed spending over the next five years, created for the people who have invested in Sandusky. Those who spend their time and money to benefit this city, including residents, business owners, civic servants, tourists and those who work and volunteer throughout the city, help to make this vision a reality.

The annual budget for the City of Sandusky is divided into two main parts:

Operation and Maintenance (O&M): These expenses are vital to the success of the City and include employee wages & benefits, along with various items that are necessary to support both residents and employees of the City. From adequate supplies to up-to-date training and licensing, many everyday expenses fall under O&M. “Supplies” may refer to resources used to treat drinking water or protective gear used by safety forces in an emergency. Although the details of O&M are not included in this report, they are an important part of the annual budget.

Capital: **Capital assets** are items, (i.e., land, buildings, vehicles, equipment, software, art, historical treasures) with a useful life spanning beyond a single reporting period, that are not intended for sale. **Capital infrastructure** refers to fundamental structures or facilities, (i.e., roads, bridges, traffic lights, multiuse paths, water & sewer systems, shoreline protection), that are needed for the operation of the City and can be preserved for a significantly greater number of years.

This plan focuses on the capital spending for assets and infrastructure, and serves as a cohesive guide to Sandusky’s future growth that will honor the varying needs of the community.

It is with a sense of continued dedication that we share the details of this collaborative plan that is both inspired by and created for those who count themselves as members of the City of Sandusky.

FREQUENTLY ASKED QUESTIONS (FAQS)

How does the City prioritize capital projects?

Deciding which projects receive attention takes careful consideration. Here are a few keys steps in the process:

Planning and Analysis: In accordance with existing planning documents, key players determine which needs and goals take priority and City staff collaborate to develop a synchronized plan. **Here is a list of planning documents currently in use by the City:**

Planning Document	Department/Division	Year
Downtown East Bay Plan	Planning	2017
Jackson Street Pier Plan	Planning	2017
Landing Park Master Plan	Public Works	2017
Sandusky Neighborhood Initiative (SNI)	Planning	2017
Bicentennial Vision – Strategic Plan	Planning	2016
Bicentennial Vision – Comprehensive Master Plan	Planning	2016
CDBG – Five-Year Consolidated Plan	Planning	2014
CDBG – Annual Action Plan	Planning	Annually
Zoning Map	Planning	2015
Bayfront Corridor Plan	Planning	2015
Lion’s Park Master Plan	Planning	2009
Safe Routes to Schools	Planning	2013
Thriving Communities Housing Survey	Planning	2015
Downtown Parking Study	Planning	2014
Five-Year Capital Improvement Plan	Public Works	Annually
Pavement Condition Rating	Public Works	2015
Water Quality Monitoring Report (CSO’s)	Public Works	1998
CSO General Plan	Public Works	1997
Master Water Plan	Public Works	1998
Big Island Water Works Source Water Intake Study	Public Works	2009
Water Quality Study for Disinfection Byproducts and Algae Toxins	Public Works	2015
Water Distribution System Study	Public Works	2006
2040 Long Range Transportation Plan	Erie County Planning	2015
Sidewalk Inventory	Erie County Planning	2013
Tree Inventory	Erie County Planning	2014
Bicycle and Pedestrian Plan	Erie County Planning	2014
Sandusky Bay Pathway	Planning	2018
Sandusky Public Art and Placemaking Plan	Planning	2018
Sandusky Public Art Work Plan	Planning	2019

Keys steps in the CIP planning process (continued):

Collaboration: Multiple perspectives are vital to building a successful plan. Local business owners, resident groups and other community-based organizations are given the opportunity to voice concerns and recommendations and to determine final outcomes.

Comparison: Prior to finalizing a plan, the City works with various parties to ensure projects are not being duplicated, as well as to build support. External parties may include, Columbia Gas, First Energy, Sandusky Main Street Association, Erie County Commission, Ohio Department of Transportation, Firelands Regional Medical Center, Cedar Fairs and various schools, churches and businesses.

Confirmation: The City administration and staff, with oversight by commissioners, approve funding for forthcoming projects and examine the financial impact for each project over five years.

How does the plan reflect the ideas and desires of the residents?

Beginning in 2014, stakeholders and residents were invited to participate in strategic planning meetings where ideas were generated. These meetings continue to take place throughout the city and are often advertised by the City and local news media. In addition, concerns and complaints submitted via letter, email, telephone and social media throughout any given year are tallied and taken into consideration during the CIP planning process.

As a result of public input, the City developed five points of focus to ensure that every project aligns with issues that are important to current and future residents.

VIBRANT CITY	Economy, workforce, buildings & land, entrepreneurs & business
LIVABLE CITY	Housing, neighborhood amenities & safety
CONNECTED CITY	Roads, sidewalks, public transit, signage & technology
DESTINATION CITY	Downtown, waterfront, recreation, arts & culture
CELEBRATED CITY	Events, legacy, brand, marketing & storytelling

How can available funds be used?

Each fund has specific guidelines for spending. These rules are established when the account is created and may be influenced by federal, state and/or local regulations. For example, based on the Ohio Revised Code, revenue generated by water rates cannot be used to repair a damaged shoreline. That money can only be used for operation, maintenance and capital related to water-specific needs. Another common example involves funds available through tax increment financing (TIF), which must be used for a specific purpose, possibly a geographic region, resulting in applicability of TIF funds for very specific projects.

How does the director of finance determine what funds are available for Capital?

The director of finance evaluates many factors, including historic income and spending, local economy, market activity and approved or potential grants and loans, to make projections for the following year.

Operation & Maintenance (O&M), debt service and targeted reserves keep the city functioning on a day-to-day basis and take priority over capital spending. Funds that remain, once the O&M budget and reserves are subtracted from the projected income, may be considered for capital projects.

If a project is included in the CIP, is it guaranteed that the project will be funded in the year that it is listed?

No. Projects listed within Year One of the 5-Year CIP become a part of that year's capital budget. As the year progresses, there may be a need (i.e., emergency demolition or equipment failure) to shift funds from one project to another. In most cases, this shift would be formally approved by the Commission at a public meeting. Projects listed from Year Two through Year Five are considered flexible priorities to be funded in the future.

Will all projects be on-time and within budget?

The goal is to complete all of the projects listed within the first year of the CIP on-time and within budget. However, the dates and amounts provided during the capital planning process are estimates and are not guaranteed until each project is complete. Unpredictable factors may require schedules and/or budgets to change. For example, the cost of asphalt for street repairs is based on changing fuel prices or the price of equipment may increase between the time of estimate and the time of purchase.

What is the process for raising utility rates?

Each year, the director of public works evaluates current rates to ensure that there are enough funds to operate sewer and water systems while providing the best possible rates for residents. The director of public works then makes a recommendation to the city manager and commission to retain, increase or decrease rates. At a public meeting, commissioners evaluate and vote on that recommendation. If approved, an ordinance is created and the billing software is updated.

When are Community Development Block Grant (CDBG) funds available?

The City is awarded funds by the federal government each July. The public process to determine how funds will be allocated begins early each year so an Annual Action Plan can be formalized with the Department of Housing and Urban Development prior to receiving the funds.

Are funds available for home repairs?

Typically, the City partners with a non-profit organization that utilizes CDBG funding in order to provide a home repair program for residents. Eligibility is based on income. If interested in more information, please contact the Department of Community Development at 419.627.5847.

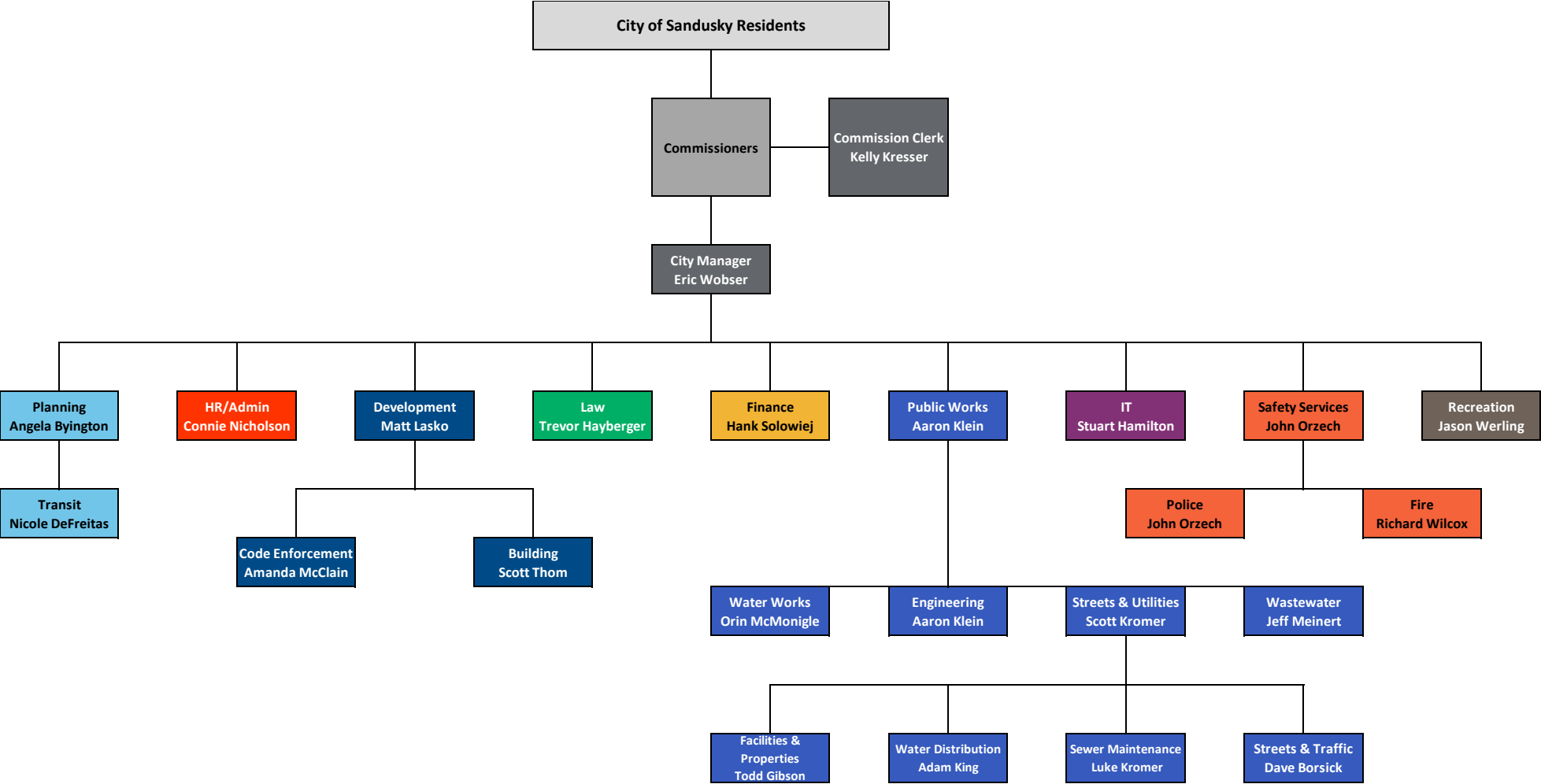
If I am part of a non-profit organization, how do I apply for CDBG funds?

The City is permitted to award a percentage of CDBG funds to eligible non-profit organizations that perform public service activities. The process is competitive and the City accepts applications for a limited time. Prospective sub-grantees may contact the department of community development or check the City's website for applications, posted in February of each year.

Where can I find additional information?

1. To view the [Five-Year Capital Improvements Plan \(CIP\)](http://www.ci.sandusky.oh.us) please visit www.ci.sandusky.oh.us.
2. To view the [Comprehensive Annual Financial Report \(CAFR\)](http://www.ci.sandusky.oh.us/residents/finance_department/audit_finance.php) please visit http://www.ci.sandusky.oh.us/residents/finance_department/audit_finance.php.
3. To obtain a printed copy of the CIP report or view a more detailed version of the CIP spreadsheets, please contact the Department of Public Works at (419) 627-5829 or esowecke@ci.sandusky.oh.us.

ORGANIZATIONAL CHART



FINANCIAL GOVERNANCE

State law requires the City of Sandusky to file basic financial statements with the State Auditor within 150 days of the last day of the year. The City's finance department completes this task by preparing the Comprehensive Annual Financial Report (CAFR), adhering to the standards of the Government Finance Officers Association of the United States and Canada (GFOA). The report is prepared according to the generally accepted accounting principles (GAAP).

According to the 2016 CAFR, *Relevant Financial Policies*:

The City of Sandusky has a responsibility to its citizens to carefully account for public funds, to manage municipal finances wisely, and to plan for the provision of services desired by the public. Sound financial policies are necessary to carry out that responsibility.

The City has established relevant financial policies for investments, capital assets, and the budget. The purpose of the investment policy is to provide for the complete safety of the portfolio's principal value, assure adequate liquidity, and earn a market rate of return. The investment policy is reviewed annually for compliance and to assure the flexibility necessary to effectively manage the investment portfolio.

The goal of the capital assets inventory system and policy is to provide control and accountability over the City's capital assets and to assist departments in gathering and maintaining information needed for the preparation of the annual financial statements. The City recognizes the importance of preserving the community's capital assets and to ensure that future needs are met.

Finally, the budget policy is designed to provide conceptual standards for financial decision-making, enhance consistency in financial decisions, and establish parameters for the administration to use in directing the day-to-day financial affairs of the City. One-time or special purpose revenues will be used to finance capital projects or for restricted expenditures and not to subsidize recurring personnel costs or other operating costs.

For 26th time, the GFOA awarded a *Certificate of Achievement for Excellence in Financial Reporting* to the City of Sandusky for its Comprehensive CAFR for calendar year 2017. The certificate is a prestigious, national award that recognizes the highest standards for preparation of state and local government financial reports. In order to be awarded this certificate, a government unit must publish a clear and well-organized CAFR that satisfies both GAAP and applicable legal requirements.

Ratings assigned on Moody's global rating scales are forward-looking opinions of credit risks of financial obligations. Currently, the City has an "Aa3" rating from Moody's Investors Service. Aa3 is a Prime-1 rating, indicating that the obligations of the City are high quality and subject to low credit risk.

FUND NUMBERS, CODES AND ABBREVIATIONS

These are the fund and organization codes currently tracked in the CIP:

110	General Fund
216	Street Fund, including revenue from License Plate "Permissive Fees"
217	State Highway Fund
218	Public Transit Fund
227	Parks & Recreation Fund
239	State Grants Fund
241	Federal Grants Fund
431	CIP Fund, including revenue from Issue 8, Metropolitan Planning Organization & Ohio Public Works Commission
432	Redevelopment Tax Increment Financing
612	Water Fund
613	Sewer Fund, including storm water
876	Oakland Cemetery Endowment

Some departments also apply for or automatically receive project-based funding through various grant and loan programs. When revenue is received from these sources, it is typically placed into a sub-fund within one of the funds listed above. Most projects are given a separate fund number for tracking purposes. Grant monies specifically allocated for a particular project are placed within that sub-fund account.

Examples of outside funding sources include:

- | | |
|---|--|
| - Community Development Block Grant (CDBG) | - Ohio Public Works Commission (LTIP and SCIP) |
| - Community Housing Improvements Program (CHIP) | - Ohio Water Development Authority (OWDA) |
| - Great Lakes Restoration Initiative (GLRI) | - Water Supply Revolving Loan Account (WSRLA) |
| - Coastal Management Assistance Grant (CMAG) | - Water Pollution Control Loan Fund (WPCLF) |
| - Surface Water Improvement Fund (SWIF) | - State Brownfields Programs |
| - Transportation Improvement Program (TIP) | - Federal Brownfields Programs |
| - Surface Transportation Program (STP) | - Recreational Trails Program |
| - Safe Routes to Schools Program (SRTS) | - Clean Ohio Trails Fund |
| - Highway Planning and Construction | |

FUNDING SOURCES

The fund numbers and codes listed in the previous section are used by the City Department of Finance. Others, such as department heads, may track annual capital spending based on less technical factors. For example, historically, “431”, was the code for the account for capital projects funded by income taxes. Now, projects coded “431” are funded by Issue 8. Because that campaign was meant to fund specific projects (i.e. blight elimination or neighborhood and street improvements), it is critical for the City to provide a clear breakdown of capital expenditures.

Here is a general list of annual spending based on funding sources, along with a description of each of the headings on the spreadsheet:

Capital	Five percent (5%) of income tax revenues are allocated to the CIP per Codified Ordinance Chapter 191.07.
CDBG	Community Development Block Grant (CDBG) dollars from the U.S Department of Housing & Urban Development. An annual plan is adopted each program year which outlines the goals the grant seeks to achieve.
EMS	Revenues generated from emergency medical/ambulance services, per Codified Ordinance Chapter 961, in excess of the first \$400,000, are allocated to this sub-account and are used for equipment and capital improvements related to the fire department, as well as for remediation and removal of unsafe structures as deemed necessary by the fire chief.
Grants	Federal and state grant dollars available for equipment and/or capital improvements.
Issue 8 – Capital	A portion of revenues generated from the income tax and admissions tax rate increases to be used on neighborhoods, planning, forestry, technology, park improvements, blight elimination, infrastructure and capital improvements.
Loans – Utility	Anticipated loans or notes that will be reimbursed by one of the two enterprise funds—sewer or water utilities. These will be transferred to debt service in future O&M budgets.
Loans – EMS	Anticipated loans, bonds or notes that will be reimbursed by the EMS Fund, such as ladder trucks and other vehicles. These will be transferred to debt service in future O&M budgets.
Loans – Capital	Anticipated loans, bonds or notes that will be reimbursed with Capital Fund dollars.
MPO	Grant dollars distributed from the Metropolitan Planning Organization which are typically federal dollars received via the Ohio Department of Transportation.

Private Funding

Revenues generated from donations or other private sources.

Public Financing

Revenues generated from publicly approved subsidies such as Tax Increment Financing (TIF) districts.

Sewer

Revenues generated from the operations of the sewer collection system within the City and for sewer service to Erie County. This includes Storm Sewer revenues from operations of the storm sewer management system within the City.

Street

Revenues from the state-levied and state-controlled gasoline and motor vehicle license fees remitted to the City by state formula and the \$5 license plate fee that the City is permitted to impose by Ohio law. The City has four separate \$5 license plate fees which were enacted in 1977, 1987, 1989 and 1992. These comprise a total of \$20 in licensing fees (the maximum permitted).

Transit

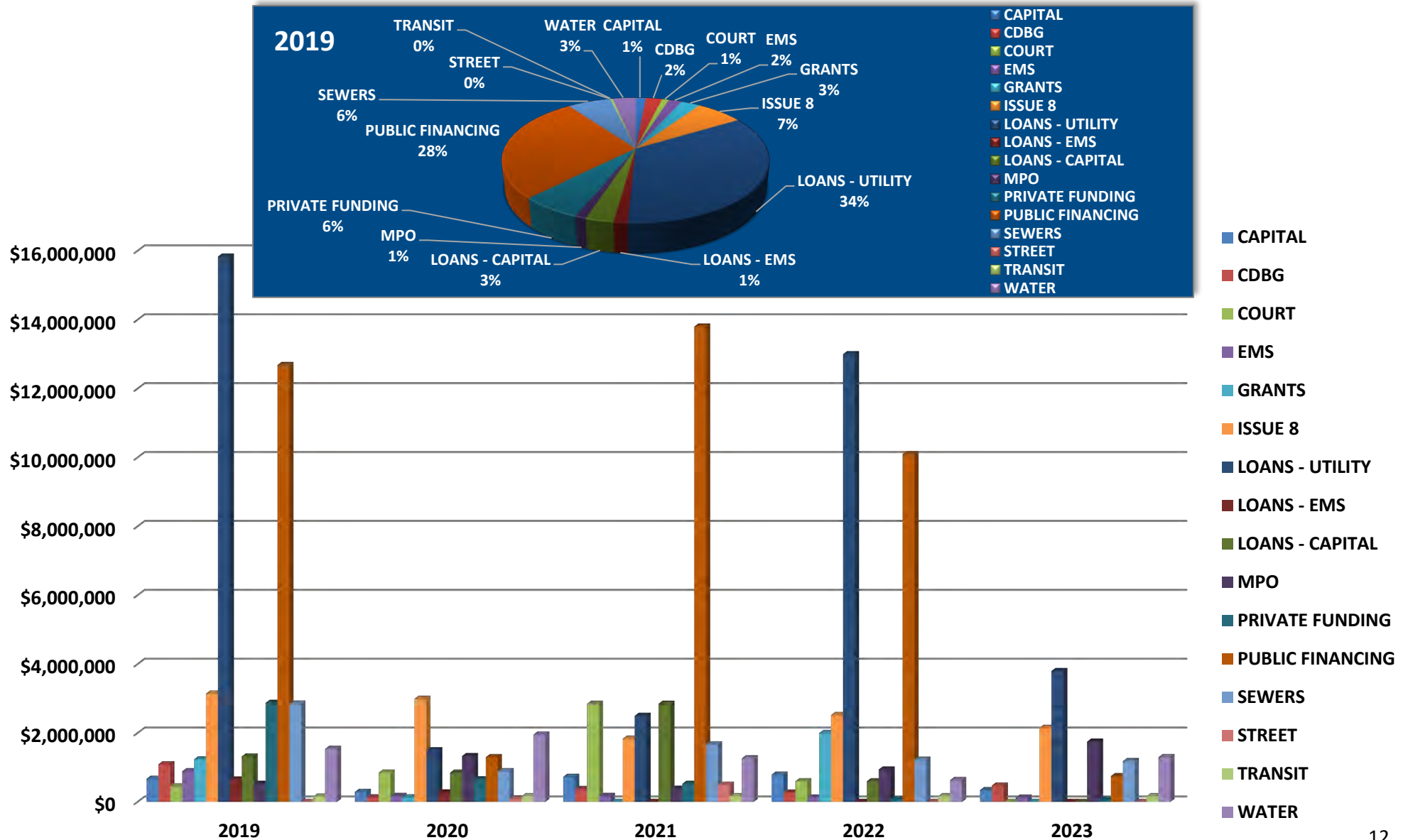
Revenues generated strictly for use by the Sandusky Transit System, such as fare boxes, federal grants, state grants, contractual obligations, etc.

Water

Revenues from the operations of the water distribution system within the City and for the sale of water to other bulk sources.

SUMMARY BY FUNDING

	CAPITAL	CDBG	COURT	EMS	GRANTS	ISSUE 8	LOANS - UTILITY	LOANS - EMS	LOANS - CAPITAL	MPO	PRIVATE FUNDING	PUBLIC FINANCING	SEWERS	STREET	TRANSIT	WATER	TOTAL
2019	\$671,332	\$1,091,461	\$450,000	\$890,000	\$1,237,560	\$3,145,328	\$15,833,760	\$650,000	\$1,320,000	\$526,091	\$2,877,000	\$12,684,895	\$2,854,272	\$0	\$154,812	\$1,540,731	\$45,987,242
2020	\$290,000	\$133,000	\$850,000	\$175,000	\$133,000	\$2,993,194	\$1,500,000	\$275,000	\$850,000	\$1,330,661	\$655,000	\$1,300,000	\$890,000	\$100,000	\$166,812	\$1,955,000	\$13,656,667
2021	\$728,000	\$375,000	\$2,850,000	\$175,000	\$0	\$1,837,134	\$2,500,000	\$0	\$2,850,000	\$382,448	\$525,000	\$13,800,000	\$1,670,000	\$500,000	\$166,812	\$1,265,000	\$29,684,394
2022	\$793,000	\$270,494	\$600,000	\$125,000	\$2,000,000	\$2,525,000	\$13,000,000	\$0	\$600,000	\$941,974	\$80,000	\$10,100,000	\$1,225,000	\$0	\$166,812	\$635,000	\$33,122,280
2023	\$343,000	\$475,000	\$0	\$125,000	\$0	\$2,149,346	\$3,800,000	\$0	\$0	\$1,750,117	\$70,000	\$750,000	\$1,185,000	\$0	\$166,812	\$1,300,000	\$12,114,275
Grand Total	\$2,825,332	\$2,344,955	\$4,750,000	\$1,490,000	\$3,370,560	\$12,650,002	\$36,633,760	\$925,000	\$5,620,000	\$4,931,291	\$4,207,000	\$38,634,895	\$7,824,272	\$600,000	\$822,060	\$6,695,731	\$134,564,858



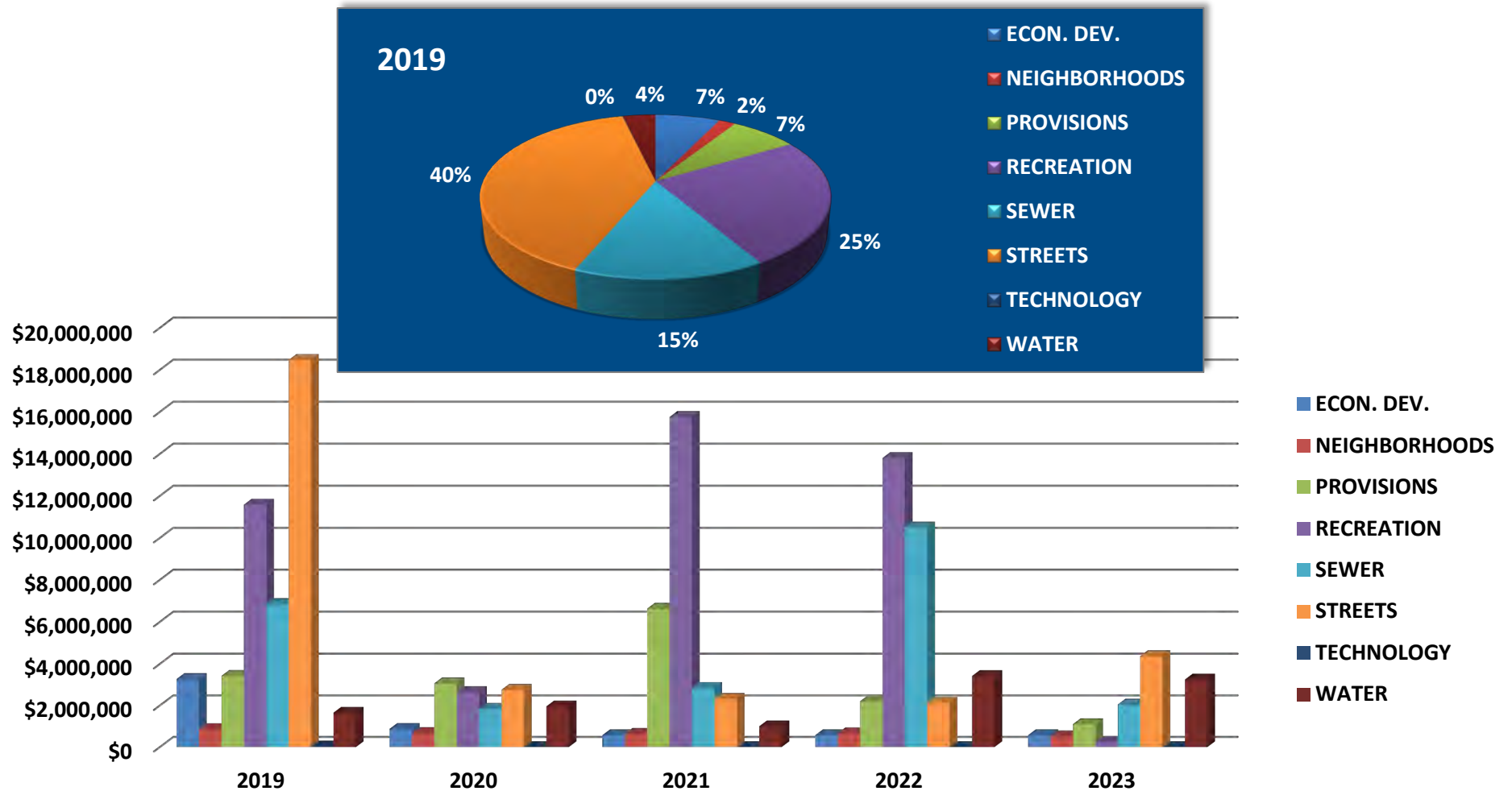
PROJECT BY CATEGORY

To streamline the City’s focus and allocate the appropriate dollar amount to each project, the CIP is divided into eight categories:

Economic Development	Vacant buildings, blighted land, entrepreneurs and small businesses
Neighborhoods	Housing stock and neighborhood amenities and safety
Parks, Recreation & Pathways	Parks, multi-use paths, bayfront and shoreline
Provisions	Equipment, vehicles, facilities and safety
Sewer	Wastewater treatment, storm and sanitary sewers and overflows
Streets	Roads, traffic, rights-of-way, forestry, parking, corridors, streetscapes, walkability, transit stops
Technology	Hardware and software
Water	Maintain and improve water treatment, distribution and towers

SUMMARY BY CATEGORY

	ECON. DEV.	NEIGHBORHOODS	PROVISIONS	RECREATION	SEWER	STREETS	TECHNOLOGY	WATER	Grand Total
2019	\$3,282,483	\$865,000	\$3,429,812	\$11,583,641	\$6,854,256	\$18,473,319	\$33,000	\$1,655,731	\$46,177,242
2020	\$875,000	\$680,000	\$3,069,812	\$2,654,000	\$1,845,000	\$2,762,855	\$0	\$1,960,000	\$13,846,667
2021	\$575,000	\$640,000	\$6,634,812	\$15,760,000	\$2,850,000	\$2,324,582	\$0	\$1,000,000	\$29,784,394
2022	\$575,000	\$665,000	\$2,209,812	\$13,805,000	\$10,500,000	\$2,142,468	\$0	\$3,425,000	\$33,322,280
2023	\$575,000	\$520,000	\$1,104,812	\$235,000	\$2,050,000	\$4,374,463	\$0	\$3,255,000	\$12,114,275
Grand Total	\$5,882,483	\$3,370,000	\$16,449,060	\$44,037,641	\$24,099,256	\$30,077,687	\$33,000	\$11,295,731	\$135,244,858



2019 CAPITAL PROJECTION FOR ECONOMIC DEVELOPMENT

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
ECON. DEV.											
2019											
Brownfields	\$0	\$0	\$0	\$207,483	\$0	\$0	\$0	\$0	\$0	\$0	\$207,483
Commercial Demolition	\$0	\$0	\$725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Private Commercial Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2019 Total	\$0	\$550,000	\$725,000	\$207,483	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$3,282,483
2020											
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Dredging Jackson Pier Slip	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2020 Total	\$0	\$550,000	\$25,000	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$875,000
2021											
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2021 Total	\$0	\$550,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000
2022											
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2022 Total	\$0	\$550,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000
2023											
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
2023 Total	\$0	\$550,000	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575,000
ECON. DEV. Total	\$0	\$2,750,000	\$825,000	\$207,483	\$0	\$0	\$2,100,000	\$0	\$0	\$0	\$5,882,483
Grand Total	\$0	\$2,750,000	\$825,000	\$207,483	\$0	\$0	\$2,100,000	\$0	\$0	\$0	\$5,882,483

2019 CAPITAL PROJECTION FOR NEIGHBORHOODS

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
NEIGHBORHOODS											
2019											
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Model Block Housing Assistance	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$70,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Walk Wayne - Huron/Wayne/Washington	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
2019 Total	\$0	\$760,000	\$0	\$0	\$75,000	\$30,000	\$0	\$0	\$0	\$0	\$865,000
2020											
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Model Block Housing Assistance	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
2020 Total	\$0	\$635,000	\$0	\$0	\$25,000	\$20,000	\$0	\$0	\$0	\$0	\$680,000
2021											
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$120,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
2021 Total	\$0	\$560,000	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$640,000
2022											
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
2022 Total	\$0	\$560,000	\$0	\$0	\$25,000	\$80,000	\$0	\$0	\$0	\$0	\$665,000
2023											
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
2023 Total	\$0	\$500,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$520,000
NEIGHBORHOODS Total	\$0	\$3,015,000	\$0	\$0	\$125,000	\$230,000	\$0	\$0	\$0	\$0	\$3,370,000
Grand Total	\$0	\$3,015,000	\$0	\$0	\$125,000	\$230,000	\$0	\$0	\$0	\$0	\$3,370,000

2019 CAPITAL PROJECTION FOR PARKS, RECREATION AND PATHWAYS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
RECREATION											
2019											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Huron Park Incidentals	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Jackson Street Pier Construction & Inspection	\$0	\$0	\$0	\$1,086,056	\$475,157	\$2,207,000	\$4,422,130	\$0	\$0	\$0	\$8,190,343
Jaycee Park Implementation, Phase I	\$0	\$0	\$0	\$0	\$25,000	\$90,000	\$0	\$0	\$0	\$0	\$115,000
Kiwanis Park Public Access	\$0	\$0	\$0	\$92,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$192,000
Landing Park Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,526,846	\$0	\$0	\$0	\$1,526,846
Lions Park Shoreline	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Meigs St. Pier Concrete Repairs	\$0	\$0	\$0	\$0	\$38,875	\$0	\$0	\$0	\$0	\$0	\$38,875
Sandusky Bay Initiative - Causeway Wetlands	\$0	\$0	\$0	\$140,500	\$0	\$0	\$0	\$0	\$0	\$0	\$140,500
Sandusky Bay Pathway Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$1,100,000
Sandusky Bay Strategic Restoration Initiative	\$0	\$0	\$0	\$150,077	\$0	\$0	\$0	\$0	\$0	\$0	\$150,077
Skate Park Preliminary Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Tennis Courts Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
2019 Total	\$0	\$0	\$0	\$1,468,633	\$769,032	\$2,297,000	\$7,048,976	\$0	\$0	\$0	\$11,583,641
2020											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Jaycee Park Implementation, Phase II	\$0	\$0	\$0	\$0	\$115,000	\$60,000	\$0	\$0	\$0	\$0	\$175,000
Kiwanis Park Public Access	\$0	\$0	\$0	\$133,000	\$206,000	\$0	\$0	\$0	\$0	\$0	\$339,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Sandusky Bay Pathway Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Tennis Courts Construction	\$0	\$0	\$0	\$0	\$250,000	\$550,000	\$0	\$0	\$0	\$0	\$800,000
2020 Total	\$0	\$0	\$0	\$133,000	\$911,000	\$610,000	\$1,000,000	\$0	\$0	\$0	\$2,654,000
2021											
Amvets Implementation (w/WWTP project)	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Churchwell Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$25,000	\$75,000
Dog Park Design & Construction	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Dom & Kiwanis Drainage	\$0	\$0	\$0	\$0	\$30,000	\$30,000	\$0	\$0	\$0	\$0	\$60,000
Landing Park Construction	\$0	\$0	\$0	\$0	\$700,000	\$0	\$13,800,000	\$250,000	\$0	\$250,000	\$15,000,000
Skate Park Construction	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
2021 Total	\$0	\$0	\$0	\$0	\$980,000	\$430,000	\$13,800,000	\$275,000	\$0	\$275,000	\$15,760,000
2022											
Battery Park & Sandusky Bay Pavilion	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$5,000,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Boy with the Boot Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Churchwell Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$250,000	\$0	\$250,000	\$675,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
Sandusky Bay Pathway Construction	\$0	\$0	\$0	\$2,000,000	\$950,000	\$0	\$5,050,000	\$0	\$0	\$0	\$8,000,000
2022 Total	\$0	\$0	\$0	\$2,000,000	\$1,255,000	\$0	\$10,050,000	\$250,000	\$0	\$250,000	\$13,805,000
2023											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Landing Park Pavilion	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
2023 Total	\$0	\$0	\$0	\$0	\$235,000	\$0	\$0	\$0	\$0	\$0	\$235,000
RECREATION Total	\$0	\$0	\$0	\$3,601,633	\$4,150,032	\$3,337,000	\$31,898,976	\$525,000	\$0	\$525,000	\$44,037,641
Grand Total	\$0	\$0	\$0	\$3,601,633	\$4,150,032	\$3,337,000	\$31,898,976	\$525,000	\$0	\$525,000	\$44,037,641

2019 CAPITAL PROJECTION FOR PROVISIONS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
PROVISIONS											
2019											
Cemetery Waterline	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
City Hall - Miscellaneous	\$0	\$0	\$0	\$695,000	\$0	\$0	\$0	\$0	\$0	\$0	\$695,000
Justice Center	\$0	\$0	\$0	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$900,000
Salt Truck	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Sewer - 1-ton, TV Truck, tow motor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410,000	\$0	\$0	\$410,000
SFD - Fire Engine/Pumper	\$0	\$0	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
SPD Cruisers (2)	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Water - Valve Turner, 4x4 Pickup, Service Van, Cal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2019 Total	\$0	\$0	\$165,000	\$1,795,000	\$720,000	\$0	\$0	\$410,000	\$154,812	\$185,000	\$3,429,812
2020											
Fire Station #3 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Justice Center	\$0	\$0	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	\$0	\$1,700,000
Salt Truck	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Service Center Gutters & Downspouts	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sewer - Pick up, Station Truck, Skid Steer, Impala	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000	\$0	\$0	\$220,000
SFD - Ambulance	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (4)	\$0	\$0	\$0	\$0	\$160,000	\$0	\$0	\$0	\$0	\$0	\$160,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Water - Crane Truck, 4x4 Pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000	\$195,000
2020 Total	\$0	\$0	\$150,000	\$1,125,000	\$1,225,000	\$0	\$0	\$220,000	\$154,812	\$195,000	\$3,069,812
2021											
Fire Station #1 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Justice Center	\$0	\$0	\$0	\$2,850,000	\$2,850,000	\$0	\$0	\$0	\$0	\$0	\$5,700,000
Sewer - 2-Ton Dump, I&I Van	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000	\$0	\$0	\$220,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
Street Roller	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Water - Valve Turner, Hoe Ram	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$190,000	\$190,000
2021 Total	\$0	\$0	\$150,000	\$2,850,000	\$3,070,000	\$0	\$0	\$220,000	\$154,812	\$190,000	\$6,634,812

2019 CAPITAL PROJECTION FOR PROVISIONS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2022											
Facilities, As needed	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Justice Center	\$0	\$0	\$0	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$1,200,000
Salt Truck	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Sewer - Roll Off	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Water - 2-ton Dump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2022 Total	\$0	\$0	\$100,000	\$600,000	\$945,000	\$0	\$0	\$250,000	\$154,812	\$160,000	\$2,209,812
2023											
Cemetery House	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sewer - Jet Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0	\$0	\$460,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Water - mini-excavator, 4x4 pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000	\$245,000
2023 Total	\$0	\$0	\$100,000	\$0	\$145,000	\$0	\$0	\$460,000	\$154,812	\$245,000	\$1,104,812
PROVISIONS Total	\$0	\$0	\$665,000	\$6,370,000	\$6,105,000	\$0	\$0	\$1,560,000	\$774,060	\$975,000	\$16,449,060
Grand Total	\$0	\$0	\$665,000	\$6,370,000	\$6,105,000	\$0	\$0	\$1,560,000	\$774,060	\$975,000	\$16,449,060

2019 CAPITAL PROJECTION FOR SEWER

	CAPITAL	DEVELOPMENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA-STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
SEWER											
2019											
Building Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Centrifuge Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Digester Structural Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,598	\$0	\$0	\$30,598
Farwell, Pier Track - Constr., Design, Inspect.	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Ferrous Tank Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,145	\$0	\$0	\$101,145
Local Limit Sampling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
McCartney, Niagara, Church, Ward Reconstruction	\$0	\$0	\$0	\$1,632,484	\$175,000	\$0	\$0	\$0	\$0	\$0	\$1,807,484
Sewer Model Update	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sloane Slip Lining & Manhole Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,193	\$0	\$0	\$193,193
Storm Water ERU Analysis/program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,786	\$0	\$0	\$77,786
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
UV Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Venice Lift Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$739,050	\$0	\$0	\$739,050
2019 Total	\$0	\$0	\$0	\$4,632,484	\$175,000	\$0	\$0	\$2,046,772	\$0	\$0	\$6,854,256
2020											
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$75,000
Larchmont Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Mills St. High Rate Treatment - Design	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Trash Pump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
2020 Total	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$345,000	\$0	\$0	\$1,845,000
2021											
Class A Sludge/Centrifuge Construction	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Portable Generator	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Scott (Hancock - Franklin), Sanit. (C.bus - Wayne)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2021 Total	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$350,000	\$0	\$0	\$2,850,000
2022											
Mills St. High Rate Treatment - Construction	\$0	\$0	\$0	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
UV Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Venice Rd (Edgewater to East)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
2022 Total	\$0	\$0	\$0	\$10,000,000	\$0	\$0	\$0	\$500,000	\$0	\$0	\$10,500,000
2023											
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Interceptor Cleaning	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
2023 Total	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$2,050,000
SEWER Total	\$0	\$0	\$0	\$20,432,484	\$175,000	\$0	\$0	\$3,491,772	\$0	\$0	\$24,099,256
Grand Total	\$0	\$0	\$0	\$20,432,484	\$175,000	\$0	\$0	\$3,491,772	\$0	\$0	\$24,099,256



2019 CAPITAL PROJECTION FOR STREETS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
STREETS											
2019											
2019 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Arthur Street Alley	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
GLRI - Urban Forest Grant	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$25,000	\$0	\$0	\$125,000
In-house paving - Monroe, Follett, Sherman	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Meigs Street - Design	\$0	\$0	\$0	\$246,091	\$26,485	\$0	\$0	\$0	\$0	\$0	\$272,576
Safe Routes to Schools - Construction	\$0	\$0	\$0	\$280,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Scott & Columbus Intersection	\$0	\$0	\$0	\$125,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Shoreline Drive Construction & Inspection	\$0	\$0	\$0	\$4,294,077	\$963,066	\$500,000	\$3,835,919	\$0	\$0	\$0	\$9,593,062
Street Resurf - Buchanan (Hayes - Thomas)	\$0	\$0	\$0	\$175,000	\$225,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Street Resurfacing - Pierce (Hayes - Campbell)	\$0	\$0	\$0	\$0	\$405,000	\$0	\$0	\$0	\$0	\$0	\$405,000
Thorpe Culvert Replacement	\$0	\$0	\$0	\$162,500	\$0	\$0	\$0	\$172,500	\$0	\$0	\$335,000
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
West Side Connectivity, Design & Construction	\$0	\$0	\$0	\$6,071,143	\$376,538	\$0	\$0	\$0	\$0	\$0	\$6,447,681
2019 Total	\$0	\$0	\$0	\$11,453,811	\$2,436,089	\$550,000	\$3,835,919	\$197,500	\$0	\$0	\$18,473,319
2020											
2020 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Downtown Transit Hub	\$0	\$0	\$0	\$0	\$13,000	\$25,000	\$0	\$0	\$12,000	\$0	\$50,000
Hayes Corridor Safety Improvements - Design	\$0	\$0	\$0	\$276,154	\$30,684	\$0	\$0	\$0	\$0	\$0	\$306,838
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Urban Paving: US-6 (Venice to East Corp Limit)	\$0	\$0	\$0	\$1,054,507	\$866,510	\$0	\$0	\$0	\$0	\$0	\$1,921,017
Warren Street & Trail (N) Design	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$200,000
2020 Total	\$0	\$0	\$0	\$1,330,661	\$1,270,194	\$25,000	\$0	\$125,000	\$12,000	\$0	\$2,762,855
2021											
2021 Sidewalk Program	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Downtown Transit Kiosk	\$0	\$0	\$0	\$0	\$5,000	\$15,000	\$0	\$0	\$0	\$0	\$20,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Liquid Road/Microsurfacing	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Monroe (Decatur-Meigs) Design	\$0	\$0	\$0	\$20,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Street Resurf - Lockwood, Fallen Timber	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Urban Paving: US-6 (Tiffin to West Corp Limit)	\$0	\$0	\$0	\$362,448	\$202,134	\$0	\$0	\$0	\$0	\$0	\$564,582
Warren Street & Trail (N) Construction	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$600,000	\$0	\$0	\$1,100,000
2021 Total	\$0	\$0	\$0	\$382,448	\$1,290,134	\$15,000	\$0	\$625,000	\$12,000	\$0	\$2,324,582

2019 CAPITAL PROJECTION FOR STREETS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2022											
2022 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Downtown Streetscape - Planning & Design	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Liquid Road/Microsurfacing	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meigs Street - Construction	\$0	\$0	\$0	\$941,974	\$235,494	\$0	\$0	\$0	\$0	\$0	\$1,177,468
Pavement Condition Rating Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Street Resurfacing - Chalet, C, 13th, 44th	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
2022 Total	\$0	\$0	\$0	\$941,974	\$1,113,494	\$0	\$50,000	\$25,000	\$12,000	\$0	\$2,142,468
2023											
2023 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Downtown Streetscape - Construction	\$0	\$0	\$0	\$0	\$100,000	\$0	\$700,000	\$0	\$0	\$0	\$800,000
East Water Streetscape & Surface Trt	\$0	\$0	\$0	\$0	\$600,000	\$0	\$50,000	\$0	\$0	\$0	\$650,000
Hayes Corridor Safety Improvements - Construction	\$0	\$0	\$0	\$1,009,317	\$174,146	\$50,000	\$0	\$0	\$0	\$0	\$1,233,463
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Liquid Road/Microsurfacing	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Monroe (Decatur-Meigs) Construction	\$0	\$0	\$0	\$740,800	\$185,200	\$0	\$0	\$0	\$0	\$0	\$926,000
Street Resurfacing - Rockwell	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$250,000	\$0	\$0	\$400,000
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
2023 Total	\$0	\$0	\$0	\$1,750,117	\$1,537,346	\$50,000	\$750,000	\$275,000	\$12,000	\$0	\$4,374,463
STREETS Total	\$0	\$0	\$0	\$15,859,011	\$7,647,257	\$640,000	\$4,635,919	\$1,247,500	\$48,000	\$0	\$30,077,687
Grand Total	\$0	\$0	\$0	\$15,859,011	\$7,647,257	\$640,000	\$4,635,919	\$1,247,500	\$48,000	\$0	\$30,077,687

2019 CAPITAL PROJECTION FOR TECHNOLOGY

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
 TECHNOLOGY											
 2019											
City Video Security & Body Cameras	\$23,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
2019 Total	\$23,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
TECHNOLOGY Total	\$23,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
Grand Total	\$23,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000

2019 CAPITAL PROJECTION FOR WATER

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
WATER											
2019											
42" Valve Evaluation & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Basin Insulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Chaussee Water Tower Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$70,000
CP Watermain Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,731	\$235,731
Hypochlorite Tank & Doors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Meter and Reader replacement (First - Fifth)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Wilson (Perkins to Tiffin) Water Main	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000	\$600,000
2019 Total	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$200,000	\$0	\$1,355,731	\$1,655,731
2020											
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Doors for Chemical Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
F St & Loops under RR (Huron, Olds, Tiffin)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Water Plant Asphalt Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
2020 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$1,760,000	\$1,960,000
2021											
Bennett Avenue Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Clarifier Leak Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
2021 Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$800,000	\$1,000,000
2022											
Buildout of NASA building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Perkins Intersections (52nd - Campbell)	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
2022 Total	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$200,000	\$0	\$225,000	\$3,425,000
2023											
Chemical Storage Tank Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Cleveland Road Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Follet Tank - Paint & Nozzle Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Valving for settling basins	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
2023 Total	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$200,000	\$0	\$1,055,000	\$3,255,000
WATER Total	\$0	\$0	\$0	\$5,000,000	\$100,000	\$0	\$0	\$1,000,000	\$0	\$5,195,731	\$11,295,731
Grand Total	\$0	\$0	\$0	\$5,000,000	\$100,000	\$0	\$0	\$1,000,000	\$0	\$5,195,731	\$11,295,731

CONTRIBUTORS BY DEPARTMENT

ADMINISTRATIVE SERVICES

The **Sandusky City Commission** approves the annual budget, including dollars available for capital projects.



Dennis E. Murray Jr.
President



Richard R. Brady
Vice President



Nikki Lloyd



Greg Lockhart



C. Wesley Poole



Naomi Twine



Dave Waddington

To connect with members of the City Commission, please contact:

Commission Clerk, Kelly Kresser

419.627.5850

kkresser@ci.sandusky.oh.us

The **City Manager** is responsible for managing the city's overall budget, including capital improvements. The manager evaluates each potential capital project and determines which projects to prioritize in the Capital Improvement Plan (CIP) for each forthcoming year. Final budget recommendations are made to the Sandusky City Commission for formal approval.

For further details regarding the process used to determine CIP projects, please see the *Frequently Asked Questions (FAQs)* section of this document.

To connect with the City Manager, please contact:

City Manager's office

City Manager, Eric Wobser

Executive Assistant, Leslie Mesenburg

419.627.5844

ewobser@ci.sandusky.oh.us

lmesenburg@ci.sandusky.oh.us

The **Department of Finance** assists City commissioners and each department in the preparation of the annual budget. Because this department is responsible for collecting, spending, investing, managing and protecting all City money, as well as overseeing records, receipts, assets, liabilities and taxes, the director of finance evaluates financing options and funding plans for capital improvements. The department of finance also assists with coding of accounts and creating new sub-accounts to be used for capital projects.

To connect with the Department of Finance, please contact:

Finance Director, Hank Solowiej, CPA	419.627.5776 hsolowiej@ci.sandusky.oh.us
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The **Department of Information Technology (IT)** is responsible for capital projects within the IT department, as well as assisting with all technology-related projects throughout the city, including the Geographic Information System (GIS).

To connect with the Department of Information Technology (IT), please contact:

IT Director, Stuart Hamilton	419.627.5969 shamilton@ci.sandusky.oh.us
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The **Department of Human Resources** is responsible for all personnel issues throughout the City, including hiring, conducting union negotiations, maintaining personnel files and managing insurance benefits, worker's compensation and leaves of absence, as well as many other aspects of daily operations.

To connect with the Department of Human Resources, please contact:

Victoria Schaefer	419.627-5885, vschaefer@ci.sandsuky.oh.us
Connie Nicholson	419.627.5968, cnicholson@ci.sandusky.oh.us

The **Department of Law** functions as legal counsel for City commissioners and the city manager, as well as all departmental City staff, boards and advisory committees, in all matters relating to consistency with the City Charter, the Ohio Revised Code and other laws and negotiations. Contract documents are created and maintained by the law department for the CIP and the law director manages all ordinances to be reviewed and approved by the Sandusky City Commission.

To connect with the Department of Law, please contact:

Department of Law office:	419.627.5852
Law Director, Trevor Hayberger	thayberger@ci.sandusky.oh.us
Legal Administrative Specialist, Paige Doster	pdoster@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR ADMINISTRATIVE SERVICES

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
City Hall - Miscellaneous	\$0	\$0	\$0	\$695,000	\$0	\$0	\$0	\$0	\$0	\$0	\$695,000
City Video Security & Body Cameras	\$23,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
Justice Center	\$0	\$0	\$0	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$900,000
2019 Total	\$23,000	\$0	\$0	\$1,155,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$1,628,000
2020											
Justice Center	\$0	\$0	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	\$0	\$1,700,000
2020 Total	\$0	\$0	\$0	\$850,000	\$850,000	\$0	\$0	\$0	\$0	\$0	\$1,700,000
2021											
Justice Center	\$0	\$0	\$0	\$2,850,000	\$2,850,000	\$0	\$0	\$0	\$0	\$0	\$5,700,000
2021 Total	\$0	\$0	\$0	\$2,850,000	\$2,850,000	\$0	\$0	\$0	\$0	\$0	\$5,700,000
2022											
Justice Center	\$0	\$0	\$0	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$1,200,000
2022 Total	\$0	\$0	\$0	\$600,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$1,200,000
Grand Total	\$23,000	\$0	\$0	\$5,455,000	\$4,750,000	\$0	\$0	\$0	\$0	\$0	\$10,228,000

COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

This department houses divisions associated with planning, code enforcement, building, housing and economic development, and administers the Community Development Block Grant (CDBG) in coordination with other departments, as well as the Community Development Capital Projects fund and Economic Development Capital Projects fund, that are partially funded by Issue 8 revenue. Other common funding sources are CHIP, Issue 8 Blight, Issue 8 Economic Development, rental registration, administrative penalty fees and permit revenues. The department also applies for various grants for special projects.

The **Planning Division** is responsible for developing planning documents and master plans for neighborhoods, parks and bikeways, as well as managing residential demolition, environmental assessment projects and city-wide zoning. The **Building Division** is the point of contact for all permitting and building inspections for commercial, industrial and residential projects. The **Code Enforcement Division** inspects and enforces all housing and code violations throughout the city. The **Housing & Economic Development Division** manages the City Land Bank, property acquisition, various improvement districts, economic incentive programs and loan programs, while working closely with entrepreneurs and business owners looking to locate potential sites in the City.

The **Sandusky Transit System (STS)** is housed in the Department of Community Development but has its own designation in the CIP because it serves a function independent of other projects. STS operates a Dial-A-Ride service providing curb-to-curb, advance reservation and shared-ride transportation service within Erie County. STS also operates a fixed route SPARC system, providing service from over 60 stop locations within the City of Sandusky, and most of Perkins Township.

To connect with these various divisions, please contact:

Community Development main office
Administrative Assistant, Casey Sparks
Chief Development Officer, Matt Lasko
Director of Planning, Angela Byington
Housing Manager, Amanda McClain
Chief Building Official, Scott Thom
Building Department office

419.627.5832
csparks@ci.sandusky.oh.us
mlasko@ci.sandusky.oh.us
abyington@ci.sandusky.oh.us
amccclain@ci.sandusky.oh.us
sthom@ci.sandusky.oh.us
419.627.5940



To connect with the STS, please contact:

Sandusky Amtrak Station
Transit Administrator, Nicole DeFreitas

(419) 627-0740
(419) 621-8462
ndefreitas@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Commercial Demolition	\$0	\$0	\$725,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$725,000
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Jaycee Park Implementation, Phase I	\$0	\$0	\$0	\$0	\$25,000	\$90,000	\$0	\$0	\$0	\$0	\$115,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Model Block Housing Assistance	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Private Commercial Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$1,800,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$70,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Transit Shelters	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Walk Wayne - Huron/Wayne/Washington	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
2019 Total	\$0	\$1,310,000	\$725,000	\$0	\$110,000	\$170,000	\$1,800,000	\$0	\$154,812	\$0	\$4,269,812
2020											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Downtown Transit Hub	\$0	\$0	\$0	\$0	\$13,000	\$25,000	\$0	\$0	\$12,000	\$0	\$50,000
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Jaycee Park Implementation, Phase II	\$0	\$0	\$0	\$0	\$115,000	\$60,000	\$0	\$0	\$0	\$0	\$175,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Model Block Housing Assistance	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$85,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Transit Waiting Environment Improvements	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
2020 Total	\$0	\$1,185,000	\$25,000	\$0	\$203,000	\$105,000	\$0	\$0	\$166,812	\$0	\$1,684,812

COMMUNITY AND ECONOMIC DEVELOPMENT, PLANNING AND TRANSIT (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2021											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Churchwell Park Master Plan	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000	\$0	\$25,000	\$75,000
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Downtown Transit Kiosk	\$0	\$0	\$0	\$0	\$5,000	\$15,000	\$0	\$0	\$0	\$0	\$20,000
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$120,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
2021 Total	\$0	\$1,110,000	\$25,000	\$0	\$58,000	\$95,000	\$0	\$25,000	\$166,812	\$25,000	\$1,504,812
2022											
Battery Park & Sandusky Bay Pavilion	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000,000	\$0	\$0	\$0	\$5,000,000
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000
Neighborhoods & Beautification	\$0	\$60,000	\$0	\$0	\$25,000	\$60,000	\$0	\$0	\$0	\$0	\$145,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Sandusky Bay Pathway Construction	\$0	\$0	\$0	\$2,000,000	\$950,000	\$0	\$5,050,000	\$0	\$0	\$0	\$8,000,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
2022 Total	\$0	\$1,110,000	\$25,000	\$2,000,000	\$1,033,000	\$80,000	\$10,050,000	\$0	\$166,812	\$0	\$14,464,812
2023											
Bike Infrastructure	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Commercial Demolition	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Housing Development & Beautification	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000
Marketing	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Neighborhood Bikeway Planning	\$0	\$0	\$0	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$60,000
Programming	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Public Art	\$0	\$40,000	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
Residential Demolition & Acquisition	\$0	\$60,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Transit - 2 vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,812	\$0	\$154,812
Transit Shelters	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$12,000	\$0	\$15,000
2023 Total	\$0	\$1,050,000	\$25,000	\$0	\$88,000	\$20,000	\$0	\$0	\$166,812	\$0	\$1,349,812
Grand Total	\$0	\$5,765,000	\$825,000	\$2,000,000	\$1,492,000	\$470,000	\$11,850,000	\$25,000	\$822,060	\$25,000	\$23,274,060

FIRE DEPARTMENT

The **Sandusky Fire Department (SFD)**, proudly serving over 25,000 permanent residents within 14.7 square miles, is the largest fire department in Erie County. SFD is a full service fire department providing fire, Advanced Life Support (ALS), Basic Life Support (BLS) and Technical Rescue. Several staff technicians also support the Countywide Hazardous Materials Team. Capital improvements requested by the fire department are typically for equipment, safety, rescue, vehicles and building improvements. When purchases cannot be paid for from the Emergency Management System (EMS) Fund, they are typically included in the Operation and Maintenance (O&M) budget as normal operating expenses.



To connect with the SFD, please contact:

Central Fire Station
Chief, Richard Wilcox
Administrative Assistant, Diane Mulvin

419.627.5822
rwilcox@ci.sandusky.oh.us
dmulvin@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR FIRE

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
SFD - Fire Engine/Pumper	\$0	\$0	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$650,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000
2019 Total	\$0	\$0	\$165,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$815,000
2020											
Fire Station #3 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SFD - Ambulance	\$0	\$0	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2020 Total	\$0	\$0	\$150,000	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
2021											
Fire Station #1 Improvements	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2021 Total	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
2022											
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2022 Total	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2023											
SFD - MDT's, Equipment, Imaging, Radios and Gear	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
2023 Total	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Grand Total	\$0	\$0	\$665,000	\$925,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,590,000

POLICE DEPARTMENT

The **Sandusky Police Department (SPD)** strives to improve the quality of life in the City of Sandusky by addressing the concerns of our citizens.

In addition to traditional law enforcement tactics, the SPD focuses on building trust and reducing crime through extensive trainings and special programs, such as community policing and the drug tip line.

In addition, they are looking at innovative ways to use various data to develop proactive strategies for policing. For example, they use the number of reported gunshot calls received to identify target enforcement areas.



To connect with the SPD, please contact:

SPD main office
Police Chief, John Orzech
Executive Assistant, Eva Olcott

419.627.5870
jorzech@ci.sandusky.oh.us
eolcott@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR POLICE

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
SPD Cruisers (2)	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2019 Total	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
2020											
SPD Cruisers (4)	\$0	\$0	\$0	\$0	\$160,000	\$0	\$0	\$0	\$0	\$0	\$160,000
2020 Total	\$0	\$0	\$0	\$0	\$160,000	\$0	\$0	\$0	\$0	\$0	\$160,000
2021											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
2021 Total	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
2022											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
2022 Total	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
2023											
SPD Cruisers (3)	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
2023 Total	\$0	\$0	\$0	\$0	\$120,000	\$0	\$0	\$0	\$0	\$0	\$120,000
Grand Total	\$0	\$0	\$0	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$600,000

PUBLIC WORKS

The **Department of Public Works** includes all matters related to engineering, sewer, water, streets, traffic, facilities and properties.

The **Engineering** division is responsible for design and construction of CIP projects on public and city-owned property, such as the water and wastewater treatment plants, sewers, water lines and towers, roads, sidewalks, multi-use trails, parking lots, shorelines and municipal buildings. While managed in-house, most projects involve teamwork between City staff and external design firms and construction contractors that are chosen for each project through a public bidding process. In recent years, Public Works has been awarded several grants and loans in order to perform a growing number of improvements throughout the city.

The **Streets and Utilities** division is responsible for all matters related to streets and traffic, including signal maintenance, signing and striping, snow and ice control, street maintenance and improvements; all matters related to sewer collection, including improvement and repair of all city-owned sewer systems; and all matters related to water distribution, including maintenance, improvements and repairs to all city-owned water lines.

The **Wastewater Treatment** division includes management of around-the-clock operations and laboratory testing at the wastewater treatment plant (WWTP).

The **Water Treatment** division includes management of around-the-clock operations and laboratory testing at Big Island Water Works (BIWW) filtration plant.

The **Facilities and Properties** division improves, enhances and maintains city-owned vehicles, parks, buildings, playgrounds and our renowned urban forest, while managing operations at Oakland Cemetery and Memorial Park and the City Greenhouse.

In addition to grants and loans, revenue for Public Works projects is generated from Issue 8 Infrastructure, CDBG, Capital Infrastructure Fund, as well as utility rates for sewer, water and stormwater.

To connect with the Department of Public Works, please contact:

Public Works main office
Director of Public Works and City Engineer, Aaron Klein, PE
Administrative Assistant, Elisabeth Sowecke

419.627.5829
aklein@ci.sandusky.oh.us
esowecke@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR PUBLIC WORKS

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
2019 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
42" Valve Evaluation & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Arthur Street Alley	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Basin Insulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Brownfields	\$0	\$0	\$0	\$207,483	\$0	\$0	\$0	\$0	\$0	\$0	\$207,483
Building Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Cemetery Waterline	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Centrifuge Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$80,000
Chaussee Water Tower Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000	\$70,000
CP Watermain Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$235,731	\$235,731
Digester Structural Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,598	\$0	\$0	\$30,598
Farwell, Pier Track - Constr., Design, Inspect.	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Ferrous Tank Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$0	\$0	\$400,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,145	\$0	\$0	\$101,145
GLRI - Urban Forest Grant	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$25,000	\$0	\$0	\$125,000
Hypochlorite Tank & Doors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
In-house paving - Monroe, Follett, Sherman	\$0	\$0	\$0	\$0	\$105,000	\$0	\$0	\$0	\$0	\$0	\$105,000
Jackson Street Pier Construction & Inspection	\$0	\$0	\$0	\$1,086,056	\$475,157	\$2,207,000	\$4,422,130	\$0	\$0	\$0	\$8,190,343
Landing Park Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,526,846	\$0	\$0	\$0	\$1,526,846
Lions Park Shoreline	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Local Limit Sampling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
McCartney, Niagara, Church, Ward Reconstruction	\$0	\$0	\$0	\$1,632,484	\$175,000	\$0	\$0	\$0	\$0	\$0	\$1,807,484
Meigs St. Pier Concrete Repairs	\$0	\$0	\$0	\$0	\$38,875	\$0	\$0	\$0	\$0	\$0	\$38,875
Meigs Street - Design	\$0	\$0	\$0	\$246,091	\$26,485	\$0	\$0	\$0	\$0	\$0	\$272,576
Meter and Reader replacement (First - Fifth)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Safe Routes to Schools - Construction	\$0	\$0	\$0	\$280,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Salt Truck	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Sandusky Bay Initiative - Causeway Wetlands	\$0	\$0	\$0	\$140,500	\$0	\$0	\$0	\$0	\$0	\$0	\$140,500
Sandusky Bay Pathway Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$1,100,000
Sandusky Bay Strategic Restoration Initiative	\$0	\$0	\$0	\$150,077	\$0	\$0	\$0	\$0	\$0	\$0	\$150,077
Scott & Columbus Intersection	\$0	\$0	\$0	\$125,000	\$65,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Sewer - 1-ton, TV Truck, tow motor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410,000	\$0	\$0	\$410,000
Sewer Model Update	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Shoreline Drive Construction & Inspection	\$0	\$0	\$0	\$4,294,077	\$963,066	\$500,000	\$3,835,919	\$0	\$0	\$0	\$9,593,062
Sloane Slip Lining & Manhole Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$193,193	\$0	\$0	\$193,193
Storm Water ERU Analysis/program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,786	\$0	\$0	\$77,786
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street Resurf - Buchanan (Hayes - Thomas)	\$0	\$0	\$0	\$175,000	\$225,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Street Resurfacing - Pierce (Hayes - Campbell)	\$0	\$0	\$0	\$0	\$405,000	\$0	\$0	\$0	\$0	\$0	\$405,000
Tennis Courts Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Thorpe Culvert Replacement	\$0	\$0	\$0	\$162,500	\$0	\$0	\$0	\$172,500	\$0	\$0	\$335,000

2019 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
UV Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Venice Lift Station	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$739,050	\$0	\$0	\$739,050
Water - Valve Turner, 4x4 Pickup, Service Van, Car	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
West Side Connectivity, Design & Construction	\$0	\$0	\$0	\$6,071,143	\$376,538	\$0	\$0	\$0	\$0	\$0	\$6,447,681
Wilson (Perkins to Tiffin) Water Main	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000	\$600,000
2019 Total	\$0	\$0	\$0	\$17,670,411	\$3,490,121	\$2,707,000	\$10,884,895	\$2,854,272	\$0	\$1,540,731	\$39,147,430
2020											
2020 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Arthur Street CSO	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Automation/SCADA Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$150,000	\$225,000
Distribution Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
Doors for Chemical Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Dredging Jackson Pier Slip	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$300,000
F St & Loops under RR (Huron, Olds, Tiffin)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Filter Media Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400,000	\$400,000
Hayes Corridor Safety Improvements - Design	\$0	\$0	\$0	\$276,154	\$30,684	\$0	\$0	\$0	\$0	\$0	\$306,838
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Kiwanis Park Public Access	\$0	\$0	\$0	\$133,000	\$206,000	\$0	\$0	\$0	\$0	\$0	\$339,000
Larchmont Slip Lining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Mills St. High Rate Treatment - Design	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Salt Truck	\$0	\$0	\$0	\$0	\$190,000	\$0	\$0	\$0	\$0	\$0	\$190,000
Sandusky Bay Pathway Acquisition	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000
Sandusky Bay Pathway Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
Service Center Gutters & Downspouts	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sewer - Pick up, Station Truck, Skid Steer, Impala	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000	\$0	\$0	\$220,000
Sludge Pond Wall Reinforcement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000	\$60,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Tennis Courts Construction	\$0	\$0	\$0	\$0	\$250,000	\$550,000	\$0	\$0	\$0	\$0	\$800,000
Trash Pump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$20,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Urban Paving: US-6 (Venice to East Corp Limit)	\$0	\$0	\$0	\$1,054,507	\$866,510	\$0	\$0	\$0	\$0	\$0	\$1,921,017
Warren Street & Trail (N) Design	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$200,000
Water - Crane Truck, 4x4 Pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$195,000	\$195,000
Water Plant Asphalt Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
2020 Total	\$0	\$0	\$0	\$2,963,661	\$2,218,194	\$550,000	\$1,300,000	\$890,000	\$0	\$1,955,000	\$9,876,855

2019 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2022											
2022 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Buildout of NASA building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000	\$25,000
Churchwell Park Implementation	\$0	\$0	\$0	\$0	\$175,000	\$0	\$0	\$250,000	\$0	\$250,000	\$675,000
Downtown Streetscape - Planning & Design	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Facilities, As needed	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Liquid Road/Microsurfacing	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meigs Street - Construction	\$0	\$0	\$0	\$941,974	\$235,494	\$0	\$0	\$0	\$0	\$0	\$1,177,468
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Mills St. High Rate Treatment - Construction	\$0	\$0	\$0	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000,000
Pavement Condition Rating Update	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Perkins Intersections (52nd - Campbell)	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Salt Truck	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Sewer - Roll Off	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0	\$250,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street Resurfacing - Chalet, C, 13th, 44th	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
UV Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Venice Rd (Edgewater to East)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
Water - 2-ton Dump	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000
2022 Total	\$0	\$0	\$0	\$13,941,974	\$1,510,494	\$0	\$50,000	\$1,225,000	\$0	\$635,000	\$17,362,468

2019 CAPITAL PROJECTION FOR PUBLIC WORKS (CONTINUED)

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2023											
2023 Sidewalk Program	\$0	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Cemetery House	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Chemical Storage Tank Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Cleveland Road Water Mains	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000	\$600,000
Downtown Streetscape - Construction	\$0	\$0	\$0	\$0	\$100,000	\$0	\$700,000	\$0	\$0	\$0	\$800,000
East Water Streetscape & Surface Trt	\$0	\$0	\$0	\$0	\$600,000	\$0	\$50,000	\$0	\$0	\$0	\$650,000
Flow Metering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Follet Tank - Paint & Nozzle Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
Hayes Corridor Safety Improvements - Construction	\$0	\$0	\$0	\$1,009,317	\$174,146	\$50,000	\$0	\$0	\$0	\$0	\$1,233,463
In-house paving	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Interceptor Cleaning	\$0	\$0	\$0	\$1,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800,000
Liquid Road/Microsurfacing	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Meter and Reader replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$200,000	\$400,000
Monroe (Decatur-Meigs) Construction	\$0	\$0	\$0	\$740,800	\$185,200	\$0	\$0	\$0	\$0	\$0	\$926,000
Sewer - Jet Truck	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460,000	\$0	\$0	\$460,000
Sheldon's Marsh Intake Improvements	\$0	\$0	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
Storm Water/Green Infrastructure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Street Resurfacing - Rockwell	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$250,000	\$0	\$0	\$400,000
Urban Forest Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$25,000	\$0	\$0	\$100,000
Valving for settling basins	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000
Water - mini-excavator, 4x4 pick up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245,000	\$245,000
2023 Total	\$0	\$0	\$0	\$5,550,117	\$1,559,346	\$50,000	\$750,000	\$1,185,000	\$0	\$1,300,000	\$10,394,463
Grand Total	\$0	\$0	\$0	\$43,008,611	\$11,090,289	\$3,737,000	\$26,784,895	\$7,799,272	\$0	\$6,670,731	\$99,090,798

RECREATION

The **Department of Recreation** plans, develops and implements most of the activities in the city parks while managing and operating Mills Creek Golf Course, Paper District Marina and Shelby Street Boat Ramp and coordinating publicly and privately-operated special events on city properties and downtown.

To connect with the Department of Recreation, please contact:

Recreation Department main office 419.627.5886
 Recreation Superintendent, Jason Werling jwerling@ci.sandusky.oh.us

2019 CAPITAL PROJECTION FOR RECREATION

	CAPITAL	DEVELOP- MENT	EMS	PUBLIC GRANTS & LOANS	MAJOR INFRA- STRUCTURE	PRIVATE FUNDING	DISTRICT PUBLIC FINANCING	SEWER	TRANSIT	WATER	TOTAL
2019											
Huron Park Incidentals	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Kiwanis Park Public Access	\$0	\$0	\$0	\$92,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$192,000
Skate Park Preliminary Design	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
2019 Total	\$0	\$0	\$0	\$92,000	\$145,000	\$0	\$0	\$0	\$0	\$0	\$237,000
2022											
Boy with the Boot Improvements	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2022 Total	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
2023											
Landing Park Pavilion	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
2023 Total	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Grand Total	\$0	\$0	\$0	\$92,000	\$370,000	\$0	\$0	\$0	\$0	\$0	\$462,000



PLANNING DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Greg Voltz, Planner
Date: April 22, 2019
Subject: May 13, 2019 Commission Agenda Item – Proposed amendments to the City of Sandusky Business Regulation Code 735 – Public Vendors.

Item for Consideration: To amend Chapter 735 of the City of Sandusky Business Regulation Code.

Purpose: To amend the rules and regulations of the public vendors ordinance to create a system that allows for more flexibility for those wishing to partake in public vending within the City of Sandusky, especially on public property.

Background Information: The City of Sandusky, always striving to be a welcoming place for businesses of all types has historically been welcoming to public vendors and mobile food operators. However, the City found that our public vendors ordinance was in need of updates to meet the demands of modern public vendors and mobile food operators. Beginning in 2017 the Planning Department began researching best practices and updates that having been occurring nationwide. With these items in mind the proposed amendments were drafted and taken up for discussion at a downtown merchant meeting held on October 24th 2018. With that feedback we further refined the ideas and posted the draft amendments on the City of Sandusky website from 4/9/2019-4/22/2019, during this time Planning Staff received no further feedback or comments. Some major changes with this amendment include; expanding areas where a vendor can operate, primarily on streets, allowing different hours of operation to suite different vendor needs, restricting size of vehicles, restricting ability for vendors to utilize city utilities when on public property, and requiring vendors to leave public property locations on a daily basis. Vendors that currently operate on private property, or during special events, will see little, to no changes with the proposed amendments. Public property locations will be shown on a map on file in the Planning Department, and will be updated annually.

Budgetary Impact:

There is no impact to the general fund.

Action Requested: Per the Planning Commission's recommendation, it is requested that City Commission approve the proposed amendments to Chapter 735 of the City of Sandusky Business Regulation Code.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Department

Attachments: Exhibit A: Example Public Vendor Locations – Public Property

cc: Kelly Kresser, Clerk of City Commission
Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART SEVEN (BUSINESS REGULATION CODE), CHAPTER 735 (PUBLIC VENDORS) OF THE CODIFIED ORDINANCES OF THE CITY SANDUSKY, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the proposed changes to the rules and regulations for public vending in the City include expanding the areas to operating, changes to hours of vending, restrictions to the size of vehicles and ability to utilize City utilities, and requiring vendors to remove all personal property from vending locations at the end of each day; and

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

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

NEW LANGUAGE APPEARS IN BOLD PRINT

LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT

LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

Section 1. Part Seven (Business Regulation Code), Chapter 735 (Public Vendors), of the Codified Ordinances of the City is hereby amended as follows:

**CHAPTER 735
Public Vendors**

- 735.01 Definitions.
- 735.02 License required.
- 735.03 Application.
- 735.04 Fees.
- 735.05 Insurance.
- 735.06 Issuance of license.
- 735.07 Licenses and identification badges.
- 735.08 Vending permitted in certain locations.
- 735.09 Prohibited conduct.
- 735.10 Hours of operation.
- 735.11 Suspension or revocation of license.
- 735.99 Penalty.

CROSS REFERENCES

- Power to inspect food products - see Ohio R.C. 715.46
- Power to regulate - see Ohio R.C. 715.61 et seq.
- Frozen desserts - see Ohio R.C. 3717.51 et seq.
- Littering - see GEN. OFF. 521.08 6
- Licensing administration - see BUS. REG. Ch. 701
- Solicitors and sales from vehicles - see BUS. REG. Ch. 741
- Transient merchants - see BUS. REG. Ch. 753

735.01 DEFINITIONS.

For purposes of this Chapter, the following definitions shall apply:

- (a) "City Limits" means the existing municipal boundaries of the City of Sandusky, Ohio.
- (b) ~~"Jackson Street Dock~~ **Public Property**" means ~~the wharf and improved parking areas at the foot of Jackson Street~~ **any property in the public right-of-way or parcel owned by the City.**
- (c) "Motor vehicle" means any vehicle used for the displaying, storing or transporting of articles offered for sale by a vendor which is required to be licensed and registered by the Department of Motor Vehicles.
- (d) "Stand" means any table, showcase, bench, rack, pushcart, wagon, or any other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Department of Motor Vehicles, used for the displaying, storing or transporting of articles offered for sale by a vendor.
- (e) "Vendor" means any person, firm, partnership, corporation or other business engaged in the selling or offering for sale, of food, beverages or merchandise from a stand or motor vehicle ~~or from his person.~~
- (f) "Public streets or sidewalk" includes all public streets, sidewalks, roadways, highways, parkways, alleys, public parks, public parking lots or any other public way.
- (g) **"Lunch hours" means vending between the hours of 10:00 AM and 2:00 PM.**
- (h) **"Regular hours" means vending between the hours of 8:00 AM and 10:00 PM.**
- (j) **"Late night hours" means vending between the hours of 8:00 PM until 12:00 AM on Friday and Saturdays.**
- (k) **"Vending" means the act of selling or offering for sale food, beverages, or merchandise from a stand or motor vehicle.**
- (l) **"Special Event(s)" includes, but is not limited to the following: Ohio Bike Week, Sandusky Pride Festival, Fourth of July Stars and Stripes Celebration, Sandusky Community Annual Back to School Rally, National Night Out (Touch-A-Truck), Big Splash Raffle, Sandusky Art Walk, Cruisin' By the Bay Car Show, Dragons and Bacon Fest, North Coast Octoberfest, Firelands 1-Mile Walk/ 5K Run for MS, and Party at the Plaza.**

~~(Ord. 99-288. Passed 11-8-99.)~~

735.02 LICENSE REQUIRED.

No vendor shall sell, display or offer for sale any food, beverage, goods or merchandise **from a stand or motor vehicle** without first obtaining a license from the City. Vendors shall only be authorized to operate in the areas indicated in Section 735.08.

EXCEPTION - NO LICENSE REQUIRED: An existing business may sell or offer for sale food, beverages, or merchandise from a stand or other temporary display outside the areas indicated in Section 735.08, excluding a residentially zoned district, for special promotions that are not in excess of three (3) days cumulative during a three (3) month period. Such special promotion request must be made in writing to the ~~City Manager's~~ **Planning Department** Office at least **fourteen (14)** days prior to the date for the Special Promotion.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.03 APPLICATION.

Any person, firm, partnership, corporation or other business desiring to obtain a vendor's license to operate in Sandusky, shall submit an application to the ~~City Manager~~ **Planning Department**, on an application form to be provided by the City, together with the appropriate fees as required by Section 735.04. The ~~City Manager~~ **Planning Department** shall act within **fourteen (14)** days of the filing of such application to either issue the requested license or to deny the license.

The application for a vendor's license shall contain all information relevant and necessary to determine whether a particular license may be issued, including, but not limited to the following:

(a) The name, ~~social security number~~, date of birth, and address of each employee of the applicant, the business name, business address and employer identification number of the applicant, and proof of identity.

(b) A brief description of the nature, character and quality of the food, beverages, goods or merchandise to be sold, or for which orders are to be taken.

(c) If employed by another, the name and business address of the person, firm, association, organization, company or corporation, whether it is chartered or licensed to do business in Ohio; the name and address it is chartered or licensed to do business in Ohio; the name and addresses of the statutory agent for service of process, and the address of its principal office or place of doing business in Ohio if different from the address called for above.

(d) A list of all political subdivisions within which the applicant has engaged in business within the six-month period immediately preceding the date of the application.

(e) If a motor vehicle is to be used in the vending business, a description of the vehicle together with the motor vehicle registration number and the license number, **size of vehicle, photo of vehicle**, and the name and address of the

registered owner of such vehicle.

(f) A description **and site plan** of the proposed location~~(s)~~ of the vending business, size of **vehicle or** stand to be used and length of time during which it is proposed the business shall be conducted (if different from the hours of operation contained in Section 735.10), and the written consent of the owner of the property from which it will be conducted.

(g) The applicant shall submit proof that each person who operates the vehicle(s) used in vending has a valid Ohio operator's license as required by law.

(h) The name and address of two **(2)** reliable persons who may be contacted as to the good character and reputation of the applicant.

(i) Each applicant that will be vending food products shall provide evidence of a valid food handler's permit or food service permit for the motor vehicle or stand the applicant will be vending from.

~~(j) Local non-profit service clubs and local non-profit organizations located within the City are exempt from obtaining a license under this chapter when operating during festivals and other similar charitable events. Daily or weekly outdoor vending in excess of seven days cumulative will require compliance with this Chapter.~~

(j) **License does not include the ability to vend during special events, when the vending activity is within the special event boundary and time.**

(k) **Vendors are exempt from obtaining a license if they are vending within the special event boundary and obtain authorization through the special event sponsor.** Daily or weekly outdoor vending in excess of seven **(7)** days cumulative will require compliance with this Chapter.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.04 FEES.

An applicant for a license under this Chapter shall pay an annual nonrefundable license fee per calendar year, for the period from January to December of each year, or part thereof, as follows:

(a) For a vendor's license to operate within the City Limits as defined in Section 735.01 \$250.00.

(b) For a vendor's license to operate **at a single location** on the Jackson Street Dock **Public Property or Public Streets or Sidewalk** as defined in Section 735.01 \$350.00.

~~An additional \$250.00 deposit must also be paid to the City as a deposit prior to the issuance of a vendor's license to operate on the Jackson Street Dock. All utility hookups necessary to operate on the Jackson Street Dock must be installed at vendor's expense and must be separately metered. The deposit may be refundable to the vendor provided that all fees have been paid to the City by~~

~~the vendor and no damage has occurred to the City property as a result of the vendor's operation on the Jackson Street Dock.~~

~~(Ord. 99-288. Passed 11-8-99.)~~

735.05 INSURANCE.

No license shall be issued to an applicant who desires to sell any ~~ice cream or similar product, frozen yogurt, frozen dessert, soft drink, candy, sandwich, nuts, milk shakes, lemonade, fish, seafood, meats or any other food products~~ **food, beverages, goods, and/or merchandise** unless the applicant furnishes proof of an insurance policy, issued by an insurance company licensed to do business in the State, protecting the licensee and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the license, in an amount of not less than one million dollars (\$1,000,000). Such insurance shall name as additional insured the City and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty **(30)** days advance written notice to the City.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.06 ISSUANCE OF LICENSE.

After a proper application has been submitted, the ~~City Manager~~ **Planning Department** shall issue a license to the applicant to engage in the selling or offering to sell food, beverages, goods and merchandise, within the City, if he finds the character and business responsibility of the applicant, and his principal employer, if any, to be satisfactory, and not a threat to the public health, welfare and safety of the residents of the City.

~~If the City Manager denies the issuance of the license, the City Manager shall notify the applicant, in writing, of the reasons for the determination to deny the application. Such notice shall be sent by certified mail to the applicant's address as set forth on his application, or be delivered to the applicant personally, and shall be considered served on the applicant on the date that the notice is mailed or served upon the applicant personally.~~

Renewal of licenses will be considered on a first come, first served basis. **Applications will not be accepted prior to January 15 of each year. The number of licenses available for Public Property and Public Streets or Sidewalk locations will be determined on a yearly basis.** Current license holders will have a right of first refusal to maintain previous year's location.

If the Planning Department denies the issuance of the license, the Planning Department shall notify the applicant, in writing, of the reasons for the determination to deny the application. Such notice shall be sent by certified mail to the applicant's address as set forth on his application, or be delivered to the applicant personally, and shall be considered served on the applicant on the date that the notice is mailed or served upon the applicant personally. The Planning Department's denial decision may be appealed to the City Manager, who must reply with a written decision of the appeal within fifteen (15) business days.

The applicant may appeal the denial of the application for a permit by the City Manager by filing a Notice of Appeal with the Clerk of the Planning Commission within fourteen **(14)** days from receipt of the Manager's decision. The Planning Commission shall hear the appeal at its next regular meeting and shall issue a final decision on the appeal within thirty **(30)** days after the hearing. An applicant may appeal the denial of the application for a permit by the Planning Commission by filing a Notice of Appeal with the Clerk of the City Commission within fourteen **(14)** days from receipt of the Planning Commission's decision.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.07 LICENSES AND IDENTIFICATION BADGES.

(a) The license issued to a vendor shall be carried with the vendor while he or she is engaged in the business of vending.

(be) License shall be used only by the person to whom it was issued and may not be transferred to any other vendor/or person.

~~(cb)~~ In addition to the license, each vendor shall wear an identification badge, ~~supplied by the City Manager's Office, which shall contain a picture of the vendor and the vendor's name~~ **and business name**. Vendors shall wear the badges in such a way that the badges may be easily read while doing business. If a badge becomes damaged or obscured, the vendor shall immediately replace the badge with a new badge.

~~(c) License and identification badges shall be used only by the person to whom they are issued and may not be transferred to any other person.~~

~~(Ord. 99-288. Passed 11-8-99.)~~

735.08 VENDING PERMITTED IN CERTAIN LOCATIONS.

(a) Vending is prohibited from residentially zoned **property, or from property that is only utilized as residential.**

(b) Vending of goods and services is permitted on privately owned property, when in the appropriate zone.

(c) Vending is only allowed in Public Streets or Sidewalk at locations designated by the Planning Department and during lunch hours, unless location is specially designated by the Planning Department for late night hours, or regular hours.

(d) Vending on Public Property shall only occur in locations designated by the Planning Department and during regular hours, unless location is specially designated by the Planning Department for lunch hours, or late night hours.

(e) Vending locations on Public Property will be designated on a map on file in the Planning Department.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.09 PROHIBITED CONDUCT.

No vendor shall:

(a) Vend within 100 feet of the grounds of an elementary or secondary school between one-half hour prior to the start of the school day and one-half hour after dismissal at the end of the day.

(b) Vend within 100 feet of any hospital.

(c) Vend within 200 feet of any church while church is in session.

(d) Sell food or beverages for immediate consumption unless the vendor has available for public use the vendor's own or a public litter receptacle which is available for any patron's use.

(e) Leave any location without first picking up, removing, and disposing of all trash or refuse remaining from sales made by the vendor.

(f) Solicit or conduct business with persons in motor vehicles.

(g) Sell anything other than that which the vendor is licensed to vend.

(h) Set up, maintain, or permit the use of any table, crate, carton, rack or any other device to increase the selling or display capacity of the vendor's stand or motor vehicle where such items have not been described in the vendor's application.

(i) Vend without the insurance coverage specified in Section 735.05.

(j) No vendor ~~vending from a motor vehicle, pushcart, wagon or any wheeled vehicle~~ shall vend on residentially zoned property.

(k) Operate using more than one (1) self-contained vehicle or stand if operating on Public Property or on Public Streets or Sidewalk. No vendor shall use accessory trailers or stands within Public Property or on Public Streets or Sidewalk. Current vendor license holders will be given a two (2) year grandfather period from the date of the adoption of this Ordinance to comply with this Subsection.

(l) Leave any personal property, including but not limited to stand, furniture, or vehicle, at vending location past allowed hours.

(m) Connect to City utilities if vending on Public Property or on Public Streets or Sidewalk.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.10 HOURS OF OPERATION.

Vendors shall be allowed to engage in the business of vending daily between the hours of 9:00 a.m. and 11:00 p.m., **unless vending in locations noted in Section 735.08.**

~~(Ord. 04-102. Passed 5-24-04.)~~

735.11 SUSPENSION OR REVOCATION OF LICENSE.

Any license issued under this Chapter may be temporarily suspended or revoked by the ~~City Manager~~ **Planning Department** for any of the following reasons:

- (a) Fraud or misrepresentation in the application for license.
- (b) Fraud or misrepresentation in the course of conducting the business of vending.
- (c) Conducting the business of vending contrary to the conditions of the license.
- (d) Conviction of the licensee of any crime or violation of municipal ordinance or state law involving moral turpitude.
- (e) Conducting the business of vending in such a manner as to create a public nuisance, a breach of the peace or to constitute a danger to the public health, safety or welfare of the public.

On the next business day following the suspension or revocation of a license, a notice of hearing on such suspension or revocation shall be made in writing, shall set forth specifically the grounds for suspension or revocation, and the date, time and place of the hearing. Such notice shall be mailed, certified mail, postage prepaid, to the licensee at the address stated on the application for the licensee at least five **(5)** days before the date set for the hearing. The written decision of the City Manager made at or after such hearing, with a statement of the grounds therefor, shall be mailed, postage prepaid, to the licensee at the address stated on the application for the license within thirty **(30)** days after the date of the hearing.

~~(Ord. 99-288. Passed 11-8-99.)~~

735.99 PENALTY.

Whoever violates any provision of this Chapter is guilty of a misdemeanor of the first degree and shall be fined not less than two hundred and fifty dollars (\$250.00).

Each day of operation in violation of this Chapter shall be considered a separate offense.

(Ord. 99-288. Passed 11-8-99.)

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 shall take effect at the earliest time allowed by Law.

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed:



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: April 30, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into an agreement between Mark Advertising Agency, Inc. and the City of Sandusky / Sandusky Transit System for placement of advertisements on transit vehicles and interior spaces.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) provides transportation services to the residents of the City of Sandusky and Erie County through fixed routes and demand response service. STS is continually exploring new ways to maximize on revenue. This agreement allows the contracting firm to market empty space on the exterior and interior of transit vehicles and to businesses for advertising.

Proposals were received on February 5, 2019 with Mark Advertising Agency, Inc. being one of two respondents to submit a proposal. A committee was formed and performed an evaluation in accordance to the criteria in the RFP and it was determined Mark Advertising Agency, Inc. was a responsible proposer and their proposal was selected as the most advantageous to the STS. Mark Advertising Agency, Inc. shall take sole responsibility in negotiating, invoicing, and creating the advertisement with each third-party advertiser. Furthermore, Mark Advertising Agency, Inc. is responsible for the maintenance, upkeep, and installation/removal of the advertisements during the agreement period of June 1, 2019 until May 31, 2020. This agreement may also be extended for two (2) additional one (1) year upon mutual written agreement of parties.

BUDGET IMPACT: Mark Advertising Agency, Inc. shall pay to the Sandusky Transit System (STS) an amount equal to sixty percent (60%) of the gross revenue received from the Advertisers during the term of the Agreement. Mark Advertising Agency, Inc. are guaranteeing the following revenues:

- Calendar year of 2019 - Minimum of \$45,000
- Calendar year of 2020 - Minimum of \$65,000
- Calendar year of 2021 - Minimum of \$75,000

These funds shall then be deposited into the Transit Fund.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into an agreement with Mark Advertising Agency, Inc. for the placement of advertisements on transit vehicles. It is further requested that this legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the agreement prior to commencement date of June 1, 2019, and continue to generate revenue for Sandusky Transit System.

Nicole DeFreitas,
Transit Administrator

I concur with this recommendation:

Eric Wobser,
City Manager

Angela Byington,
Director of Planning

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARK ADVERTISING AGENCY, INC. OF SANDUSKY, OHIO, FOR ADVERTISING SERVICES FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City operates the Sandusky Transit System and uses buses and vehicles in the performance of transportation services, which buses travel in the City of Sandusky and in the Counties of Lorain, Erie, and Cuyahoga; and

WHEREAS, the City Commission previously approved an agreement with Clean Zone Marketing, Inc., of Fishers, Indiana, for advertising services for the Sandusky Transit System for the term of September 1, 2014, through August 31, 2017, by Ordinance No. 14-114, passed on September 22, 2014, and this agreement was renewed for one-year, ending on August 31, 2018; and

WHEREAS, the City issued a Request for Proposals (RFP) for advertising services in which two (2) proposals were received, evaluated, and scored by a selection committee based upon the criteria in the RFP, and it was determined that the proposal of Mark Advertising Agency, Inc. was the most advantageous to the Sandusky Transit System; and

WHEREAS, this agreement allows Mark Advertising Agency, Inc. to market empty space on the exterior and interior of transit vehicles to businesses for advertising and Mark Advertising Agency, Inc. will have sole responsibility in negotiating, invoicing, and creating the advertisement with each third-party advertiser; and

WHEREAS, Mark Advertising Agency, Inc. will also be responsible for the maintenance, upkeep and installation & removal of the advertisements and will pay to the Sandusky Transit System an amount equal to sixty percent (60%) of the gross revenue received from the advertisers during the term of the agreement which commences on June 1, 2019, and terminates on May 31, 2020, and may be extended for two (2) additional one-year terms; 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 June 1, 2019, and to generate revenue for the Sandusky Transit System; 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 be and hereby is authorized to execute the Agreement with Mark Advertising Agency, Inc. of Sandusky, Ohio, for advertising services for the Sandusky Transit System, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being 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: May 13, 2019

AGREEMENT

This Agreement ("Agreement") is made and entered into as of _____, 2019, by and between Mark Advertising Agency, Inc., an Ohio corporation ("Mark Advertising") and the City of Sandusky, Ohio, an Ohio Municipal Corporation ("City").

Recitals:

WHEREAS, the City uses buses and vehicles in the performance of its duties, which buses travel in the City of Sandusky and in the Counties of Lorain, Erie, and Cuyahoga (the "Buses"); and

WHEREAS, pursuant to a Request for Proposals, which is attached hereto as Appendix A (the "RFP"), the City solicited proposals for transit advertising on City's Buses; and

WHEREAS, Mark Advertising, who is in the business of selling advertising for placement on transportation vehicles, including city/county buses and transit vehicles, submitted a proposal on February 5, 2019, ("Proposal") attached hereto as Appendix B for providing the services as set forth in the RFP; and

WHEREAS, the City determined that Mark Advertising's Proposal was in the best interests of the City, and the City and Mark Advertising thereafter negotiated this Agreement to set forth their mutual understandings and agreement concerning Mark Advertising's provision of the services.

Agreement:

1. **Term of Agreement.** The term of this Agreement shall commence as of June 1, 2019 and shall expire May 31, 2020 and may be extended for two (2) additional one (1) year terms upon mutual written agreement of the parties, unless terminated earlier as hereinafter provided.
2. **Duties.**
 - a. **Marketing and Sales.** The City hereby grants and Mark Advertising hereby accepts the exclusive right and privilege to provide the transit advertising services as described in this Agreement, the RFP, and the Proposal. It is understood that the City expects

Mark Advertising to provide the services outlined in its Proposal for STS Buses, Passenger Side Wraps, Back Wraps, King Panels and Interior Space. The services to be provided shall include such services which may reasonably be inferred to be required or useful in providing the services, including, but not limited to any necessary training and marketing. In so doing, Mark Advertising will act in the capacity of an independent contractor and not as an agent or employee of the City, and as such, Mark Advertising shall be responsible for paying all costs related to its employees and managers performing the services, including but not limited to: payment of wages and salaries, including regular hourly pay, management bonus, vacation pay, sick pay, bereavement pay, and legal holiday pay; withholding of all applicable Federal, State and local employment taxes, Social Security taxes and Medicare taxes; payment of insurance premiums, including but not limited to unemployment insurance, general liability and umbrella insurance, workers' compensation, medical, dental and hospitalization; contributions to benefit, retirement, deferred compensation and profit sharing plans where applicable. Mark Advertising shall be solely responsible for making all sales presentations, providing media kits, conducting client meetings, preparing proposals, sell, closing and contracting with third parties for sale of the advertising space on the Buses. In the event of inconsistencies between this Agreement and the RFP and Proposal which are attached to this Agreement, interpretations will be based on the following priorities: (1) Federally Required Contract Clauses, as applicable, as contained in the RFP; (2) this Agreement; (3) the attachments to this Agreement, provided that in the event of inconsistencies among the attachments that are not resolved under (1) and (2), Mark Advertising shall provide the better quality or greater quantity of services and shall comply with the stricter requirement.

b. City. During the term of this Agreement, City shall not contract with any other person or entity to place advertising on the Buses. City shall make the advertising space on the Buses reasonably available to Mark Advertising for placement by Mark Advertising of advertising and removal, maintenance, repair or updates of advertising by Mark Advertising. If the advertising on a Bus is damaged as a result of an accident or otherwise, Mark Advertising shall promptly cause the advertising to be repaired to the same condition as existed prior to the damage or accident except when the damage or accident is caused by the negligence or willful misconduct of the City. Should City retire or take a Bus out of service for any reason, City shall cause the advertising on the "retired bus" to be promptly installed on any replacement for the Bus to the extent that a replacement is procured by City.

3. **Compensation**. Within seven (7) days after a contract is signed by Mark Advertising with a third-party advertiser ("Advertiser") that has been approved by the City for

advertising space on the Buses, or other media platforms, Mark Advertising shall provide a copy of such contract to City. Mark Advertising shall compensate City for use of the advertising space on the Buses as provided in this paragraph. Mark Advertising shall be solely responsible for negotiating all terms of the contracts with third persons, including the price and payment terms. Mark Advertising shall be solely responsible for invoicing and collecting all amounts due by an Advertiser and shall exercise commercially reasonable efforts to timely collect all amounts due on the contracts with an Advertiser. Within ten (10) days after Mark Advertising receives payment from an Advertiser, Mark Advertising shall pay City an amount equal to sixty percent (60%) of the gross revenue ("Receipts") received from the Advertisers during the term of this Agreement. Amounts received within forty-five (45) days preceding the termination of this agreement shall constitute receipts. With regards to the gross revenue, its collection and the subsequent distribution, Mark Advertising agrees to work cooperatively to establish and maintain sound internal control measures acceptable to both parties and in accordance with generally accepted accounting principles that will serve to safeguard the assets in question and generate accounting records that are accurate and complete.

Payment will be submitted by the 10th of each month, along with report of advertisers.

Mark Advertising guarantees the following revenue:

- Calendar year of 2019 - Minimum of \$45,000
- Calendar year of 2020 - Minimum of \$65,000
- Calendar year of 2021 - Minimum of \$75,000

4. **Confidentiality.** City and Mark Advertising each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43 and that trade secrets are exempt from disclosure as public records under Ohio Revised Code Sections 149.43(A)(1)(v) and 1333.61(D). Mark Advertising shall not disclose information identified by the City as confidential without the prior consent of the City. Mark Advertising shall identify in writing to the City such information of Mark Advertising that Mark Advertising considers to be confidential under the Public Records Act at the time that such information is provided to the City. In the event that a request for information is made to the City pursuant to the Public Records Act concerning documents, items or other information in the possession of the City related to the Agreement that has been identified by Mark Advertising as confidential, the City shall provide written notice of the request to Mark Advertising. Within five (5) business days of receipt of such notice, Mark Advertising shall notify the City of

Mark Advertising's position regarding the release of the documents, items or other confidential information. City, to the extent permitted by law, agrees to abide by the position taken by Mark Advertising concerning the release of the requested documents, items or other information. In the event Mark Advertising takes the position that requested documents, items or other information are not required to be released by the City and requests the City not to release the requested documents, items or other information, the City, to the extent permitted by law, shall cooperate with Mark Advertising, if it so requests and at the sole cost and expense of Mark Advertising, in responding to any such request or judicial proceedings brought to compel the release of the documents, items or other information and, in such event, Mark Advertising shall pay any monetary penalty assessed and documented against the City together with reasonable attorney's fees incurred by City. The obligation of the City to cooperate with Mark Advertising under the circumstances described in this paragraph shall not diminish in any way the right of Mark Advertising to assert independently its interest in limiting, and its right to seek relief from, the disclosure of confidential documents, items or information. If the City becomes legally compelled by interrogatories, subpoena, civil or criminal investigative demand or similar process, including processes under state or federal rules of criminal and/or civil procedure, to make any disclosure, the City shall provide Mark Advertising with prompt written notice of such legal proceedings, so that Mark Advertising may seek an appropriate protective order or other appropriate relief or waive compliance by the City with the provisions of this paragraph. In the absence of a protective order or other appropriate relief or receipt of such a waiver, the City shall be permitted to disclose that portion of the information that the City is legally compelled to disclose. City shall not be liable, and Mark Advertising shall hold City harmless, for damages resulting from such legally compelled disclosure.

5. **Review of Artwork and Advertisers.** Mark Advertising shall be required to have the City approve both the Advertiser before any contract with an Advertiser is signed as well as any proposed advertisement, and City may reasonably refuse to allow any advertising on its Buses if City determines the advertising would be inconsistent with the City's Policy addressing Advertising on Public Property and Facilities. Mark Advertising shall provide City with written notice of the name of any Advertiser to a potential contract. Mark Advertising shall also supply City with a list of clients and proposed advertisements prior to installation of the advertisement on the Buses. If City fails to respond in writing to Mark Advertising within ten (10) business days regarding a prospective Advertiser and/or the content of an advertisement, City shall be deemed to have approved the Advertiser and/or advertisement content. The term of any contract between Mark Advertising and an Advertiser shall terminate or expire

upon the expiration or termination of this Agreement unless otherwise approved in writing by the City.

6. **Production of Advertising Materials.** Mark Advertising will coordinate with City regarding installation of all approved advertising on the Buses. Mark Advertising is responsible for all production, installation, labor, material and removal costs associated with placement of the advertising on the Buses. Mark Advertising will also pay to remove/replace or move any existing advertising or information that may presently exist on the Buses to the extent such removal/replacement or movement is necessary to properly place the Advertiser's advertising on the Buses or other media platforms.
7. **Term; Termination.** Termination of the Agreement, whether for convenience or for cause, shall be in accordance with the Termination requirements contained in the Federally Required Contract Clauses of the RFP. Termination shall not affect any obligations of either party for conduct occurring on or prior to the effective date of termination. Termination shall not affect the obligation of Mark Advertising to pay compensation under Paragraph 3 hereof for Receipts. Upon the effective date of any termination or non-renewal, Mark Advertising shall cause all advertising to be promptly removed from the Buses, and all other media platform, and in no event, more than thirty (30) calendar days after the effective date of the termination or non-renewal. Any removal of advertising shall be conducted in such a way as to prevent any damage to the Buses, or other media platforms. It is understood that immediately upon the expiration or termination of this Agreement, City shall have the right to remove and/or replace any advertising that has not been removed by Mark Advertising, whether directly by City or through another vendor hired by City, and neither City nor the City's vendor shall be responsible for damages to any advertising caused by such removal.
8. **Complete Agreement; Construction.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.
9. **Other Agreements.** This Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by other agreements between the parties.

10. **Counterparts.** This Agreement may be executed in one or more original or facsimile counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts has been signed by each of the parties and delivered to the other party.
11. **Notices.** All notices and other communications hereunder shall be in writing and hand delivered or mailed by registered or certified mail (return receipt requested) or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise) to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice) and will be deemed given on the date on which such notice is received:

If to Mark Advertising, to: Mark Advertising Agency, Inc.
1600 5th Street
P.O. Box 413
Sandusky, OH 44870
Attn: Shelly Chesbro

If to City, to: City of Sandusky
222 Meigs Street
Sandusky, OH 44870
Attn: City Manager

12. **Notices. Waivers.** The failure of any party to require strict performance by the other party of any provision in this Agreement will not waive or diminish that party's right to demand strict performance thereafter of that or any other provision hereof.
13. **Indemnification and Insurance.** Mark Advertising shall maintain insurance as is required by the RFP. Mark Advertising will indemnify and hold harmless City from and against any and all loss, liability, suits, actions, causes of action, claims, costs, expenses (including reasonable attorney fees) or damages, to the extent resulting from Mark Advertising's: (i) failure to perform the services; or (ii) negligent acts or omissions resulting in loss or damage to City, or to any persons or property. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Mark Advertising be obligated or liable to City with respect to any claim arising from the solely intentional or negligent act of the City.

14. **Amendments.** This Agreement may not be modified or amended except by an agreement in writing signed by each of the parties hereto.
15. **Assignment.** Mark Advertising may not assign this Agreement to any person or entity without the prior written consent of the other party. Any assignment in contravention of this Paragraph shall be void.
16. **Successors and Assigns.** The provisions to this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.
17. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.
18. **Title and Headings.** Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
19. **Governing Law; Venue.** The validity, performance, enforcement, interpretation and any other aspect of this Agreement shall be governed by the laws of the State of Ohio, and any legal proceeding related to this Agreement shall be brought in the Court of Common Pleas of Erie County, Ohio.
20. **Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
21. **Laws and Government Regulations.** Each party shall be responsible for compliance with all laws and governmental regulations affecting its businesses when said business are entering into contracts with the City, which receives Federal and State funding.
22. **Relationship of Parties.** Nothing in this Agreement shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent,

partnership or joint venture between the parties, it being understood and agreed that no provision contained herein, and no act of the parties, shall be deemed to create any relationship between the parties other than the relationship of buyer and seller of services nor be deemed to vest any rights, interests or claims in any third parties. The parties do not intend to waive any privileges or rights to which they may be entitled.

23. **Authorization.** The parties signing this Agreement have all necessary power and authority to act on behalf of their respective entities.
24. **Modification.** This Agreement may not be modified except by an instrument in writing signed by the party against whom enforcement is sought.
25. **Opportunity for Representation; No Presumption against Drafter.** Each party acknowledges that it has had an adequate opportunity to obtain counsel and to participate in the drafting of this Agreement. Accordingly, the parties agree that, if this Agreement is interpreted or construed by a court of competent jurisdiction, no presumption shall be applied against the drafter of this Agreement.

Executed as of the date first set forth above.

CITY OF SANDUSKY

MARK ADVERTISING

By: _____
Eric L. Wobser, City Manager

By: _____
Shelly Chesbro, President

Date: _____

Date: _____

APPROVED TO FORM BY:

Trevor M. Hayberger #0075112
Law Director
City of Sandusky

**Sandusky Transit System
Request for Proposals (RFP)**

Transit Advertising



**Due Date: January 29, 2019
10:00am**

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 - B. Vehicle List
 - C. Federally Required Contract Clauses
 - D. City of Sandusky Advertising on Public Property and Facilities Policy

Prospective Proposers:

Re: **TRANSIT ADVERTISING
REVENUE PROPOSAL**

The City of Sandusky/Sandusky Transit System (STS) transmits herewith a Request for Proposal (RFP) for the above referenced services. The procurement schedule for this project is noted below:

Sealed proposals for this procurement will be received until January 29, 2019 at 10:00am at the location noted below. Proposals received after the designated time or at any other than the designated location will not be accepted. Proposals shall be submitted to:

**Angela Byington, Director
Planning Department
222 Meigs Street
Sandusky, Ohio 44870**

Copies of the Request for Proposal packages are available and may be obtained on the City of Sandusky Website at www.ci.sandusky.oh.us and are located under Bids/RFP's.

All communications regarding this procurement, including requests for clarification shall be directed to **Nicole DeFreitas** at the Transit Administrator's Office, 222 Meigs Street, Sandusky Ohio 44870 or by e-mail to ndefreitas@ci.sandusky.oh.us.

**ALL NECESSARY INSTRUCTIONS ARE INCLUDED IN THE RFP AND SHOULD BE FOLLOWED WITH
CARE.**

Sincerely,

Nicole DeFreitas

Transit Administrator

I. Introduction

The City of Sandusky, Sandusky Transit System (STS) is requesting proposals for a period of three (3) years, with two additional one-year options from qualified advertising firms with experience in the marketing, service and maintenance of transit advertising. STS wishes to maximize the revenue generating opportunities at their disposal by the sale of transit related advertising media. In addition to the sale of advertising space, the solicitation also seeks to obtain servicing and the maintenance of the advertising space.

The City of Sandusky/Sandusky Transit System is the designated grantee of the Ohio Department of Transportation, Division of Transit, Rural Transit Program Grant. STS has been serving the City of Sandusky and Erie County residents since 1992. First Transit is the third-party contractor for STS and uses 32 transit vehicles to operate four fixed routes throughout Sandusky and the Perkins Township area with over 120 stops (See **attachment A**) as well as a demand response service throughout Erie County, and surrounding counties. STS provided approximately 140,000 passengers and traveled over 650,000 miles in 2018.

The advertising space available for marketing pursuant to this RFP consists of signage on space inside and outside STS buses. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those mentioned. Each firm shall develop and submit a service and marketing plan designed to meet STS's needs, as well as identifying any collateral marketing opportunities that can be made available in conjunction with this project. Each proposal will be evaluated on the basis of the Rating Criteria published in this RFP and the plans shall address all criteria. STS plans to award a three-year contract with two additional one-year options.

CRITERIA	WEIGHT (%)
1. Vendor Product Offerings – presenting a viable marketing plan	20%
2. Experience working with Transit clients – creativity in proposing advertising opportunities	15%
3. Ability to properly service accounts in a timely manner	15%
4. Revenue Plan	45%
5. Local Preference	5%
TOTAL:	100%

II. SCOPE OF SERVICE

The specific services the successful proposer will provide include, but are not limited to:

1. To generate revenue, STS makes available advertising space (“Base Advertising Space”) on its bus fleet and at passenger facilities.
 - a. Bus space includes whole bus advertising, exterior signage panels (king, queen, tails, and other premium-sized products), and interior signage space. All sizes with vary with make and model of transit buses. **(Fleet Inventory, Attachment B)**
2. In addition to the sales of advertising space, the solicitation also includes servicing and maintenance of the advertising space. Any damage caused to the exterior of the buses such as paint discoloration, etc., caused by direct applications to vehicles shall be repaired at the sole responsibility of the contractor for no additional cost.
3. The intent of this solicitation is to maximize the revenues generated by the sale of transit-related advertising media. The successful proposal should also display creativity in identifying additional advertising opportunities beyond those already noted.
4. STS will lease to the contractor advertising space inside and outside of revenue vehicles as well as any other areas proposed by the vendor and accepted by the City. The Contractor shall have exclusive advertising rights in these areas.
5. The Contractor is expected to make every effort to sell the maximum amount of space that is available. If space remains unsold, the Contractor shall then make the space available to STS and/or City of Sandusky for self-promotions.
6. Vendor personnel shall wear a distinguishable name tag/identification card while working at STS locations.
7. Contractor shall comply with the City of Sandusky Advertising on Public Property and Facilities Policy adopted in 2009 (See Attached) setting forth standards of acceptability for commercial and non-commercial advertising at STS. The guidelines formally establish criteria by which advertising displays at STS can be judged suitable for display.
8. STS will require advertising space for self or joint promotions. The monthly quantity will be mutually agreed upon by STS and the Contractor. This space should not be classified as “Media Trade”.
9. STS will make available buses for Illustrated Buses. The contractor may request for this purpose subject to approval of STS. STS will have the right to require the contractor to repair damage to Illustrated Buses. All designs for Illustrated Buses shall be subject to prior approval by STS. STS shall approve technology of application on Illustrated Buses.
10. Remuneration terms should be proposed which will allow STS to enjoy the most advantageous compensation package. It is anticipated that the contract will be for three years, with two

additional one-year options, but STS is receptive to modifications to the contract terms. The contractor must specify the commission rate offered, “trade” arrangements, and cash payment guarantees offered. A compensation plan featuring a high cash guarantee payment with an equitable sharing arrangement for the balance is desirable.

11. **Alternate 1: Other STS Advertising.** Advertising on other media (such as fare media, timetables, STS Web/Internet, building lobby, etc.) may be available. Interested parties can submit a proposal for advertising as Alternate 1.

III. ADVERTISING GUIDELINES

The City of Sandusky will not allow advertising for products that are expressly prohibited by federal, state, local, or community ordinances. No change in the law or ordinances shall relieve the Contractor from any of its obligations under this agreement.

The Contractor must use discretion when accepting materials for display or soliciting potential advertisers to insure that no materials are displayed which are obscene, libelous, or which present danger of causing riot, disorder or other immediate threat to public safety, peace or order.

Further, the Contractor should discourage advertising that may be offensive to the general public, or that represents people, groups, issues or offices in a degrading and demeaning manner. Complaints received by STS about any advertisement, excluding complaints about STS's own self or joint promotions, will be directed to the Contractor for immediate response. Copies of the Contractor's response will be sent to STS's contract administrator for review.

The Contractor will submit all advertising to the STS Administrator who will distribute to the City Engineer and the City Manager to review and approve before installation. The Contractor shall comply with all Federal and Operating Agreements under contract by the City, included but not limited to FTA, ODOT, MV Transportation, Inc., etc. The Contractor will follow all Federal, State and Local regulations, including safety and other police regulations for tinting windows.

Any advertising material that does not meet the criteria specified above, at the discretion of the City's authorized representatives, shall not be used or will be immediately removed from the STS's vehicles/stations by the Contractor at the Contractor's expense within twenty-four (24) hours of receiving official written notice from STS at the Contractor's local office.

IV. INSTRUCTIONS TO PROPOSER

Responses to this Request for Proposals shall be made in accordance with the following requirements. All information, which is proprietary in nature, should be marked as such. The City of Sandusky reserves the right to make an award without further discussions or to reject any or all proposals when it is considered in the best interest of STS to do so.

Form of Response

Sealed proposals shall be submitted in **Two Distinct Volumes, a Technical Proposal** and a **Revenue Proposal**. To permit an equitable and expedient review process, every proposer shall use the same form and order of proposal. One (1) original (marked "Original") and (4) four copies marked "copy" of the proposal shall be submitted. The format shall be an 8.5" x 11" booklet, which will allow the pages to open fully and lie flat. No foldout sheets shall be used. One (1) electronic copy shall be provided on CD. The contents will be organized as follows:

A. Technical Proposal

1. Front Cover

Show title as follows:

**TRANSIT ADVERTISING
TECHNICAL PROPOSAL**

**City of Sandusky/Sandusky Transit System
(NAME OF FIRM OR FIRMS OFFERING PROPOSAL)
TECHNICAL PROPOSAL**

2. Transmittal Letter

Address to:

**Angela Byington, Director
Planning Department
222 Meigs Street
Sandusky, Ohio 44870**

The letter shall identify the firm or firms participating in the proposal, state clearly contractual relationship among them, and identify by name, title, address, telephone and facsimile number of the individual who will present the proposer in negotiating with STS.

3. Experience

Submit a statement of relevant experience involving at least three (3) projects of similar size and scope including the involvement and responsibility of the personnel to be identified under Section 5 below.

4. References

Provide a statement listing the names, titles, firms, contact persons, addresses and telephone number of three (3) recent clients that STS may contact regarding the firm. As part of this reference section for each referenced client there should be a description of the scope of work and achieved results.

5. Staffing

Provide a plan for staffing the work; provide resumes of key personnel, including management plan to control this project, special equipment or facilities needed.

6. Technical Proposal

- a. In the Request for Proposal, STS seeks solid information about the proposer's capacity to provide the services STS requires. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired.
- b. The technical proposal, which will be important in the selection for award of a contract, should be specific and complete, and your proposal should demonstrate a thorough understanding of the requirements of the Scope of Services. Legibility, clarity and completeness of the technical approach are important. The proposal should respond to all questions identified in Part II, Scope of Services, and include all Required Documentation identified in Paragraph 8 below.

7. Authorized Negotiators

Provide a statement identifying persons who will represent the proposer in contract negotiations as follows: "The proposer represents that the following persons are authorized to negotiate on its behalf with the STS in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators)."

8. Required Submittals

The following attachments/enclosures are included in this Request for Proposals and should be completed, signed, and returned as part of the proposal:

- Document A - Proposer's Affidavit
- Document B - Waiver and Release Form
- Document C - Disclosure of Personal Property Taxes
- Document D - Certification Regarding Procurement Integrity
- Document E - City of Sandusky Advertising on Public Property and Facilities Policy
- Document F- Addenda Acknowledgement

B. Revenue Proposal

1. Front Cover

Show title as follows:

**TRANSIT ADVERTISING
REVENUE PROPOSAL**

**City of Sandusky/Sandusky Transit System
(NAME OF FIRM OR FIRMS OFFERING REVENUE PROPOSAL)**

2. Form of Response

Address to:

**Angela Byington
Planning Department
222 Meigs Street
Sandusky, Ohio 44870**

One original (Marked “Original”) and (4) four copies marked “copy” and one (1) electronic copy on CD shall be submitted. Terms of the revenue sharing arrangement as well as revenue projections should be included. Please identify any collateral marketing opportunities that can be made available to STS.

C. Procedural

1. Clarity and Completeness

STS seeks solid information about the proposer’s capability to perform the services required. Unnecessarily elaborate brochures or other presentations beyond that required to provide a complete and effective response to this solicitation are not desired. The proposal is expected to fully address all the requirements of Section II, Scope of Services, without resort to elaborate artwork, expensive paper, bindings, or visual and other presentation aids.

The proposal should also include a project completion schedule that includes milestone dates that are clearly defined, along with your revenue sharing plan.

2. Confidential Data

Proposers which include in their proposals data that they do not wish disclosed to the public for any purpose or used by STS except in conjunction with this solicitation shall:

a. Mark the title page with the following legend:

This proposal includes data that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with this solicitation. If, however, a contract is awarded the proposer partly as a result of this data, STS shall have the right to duplicate, use or disclose such data to the extent provided in said contract. This restriction does not limit STS’s right to use such data if it is obtained from another source without restriction. The data subject to this restriction are contained in pages (insert “Confidential” identification of pages).

b. Mark each page or sheet identified on the title page legend:

Use or disclosure of data contained on this page (sheet) is subject to the restrictions on the title page of this proposal.

Please note that STS will use its best efforts to comply with and enforce such restrictions. However, STS is subject to the Ohio Public Records Act and the Federal Freedom of Information Act, either of which may limit its ability to protect such data. STS shall use its best efforts to notify affected proposers of any such requests made pursuant to the Acts within a time which will allow the proposer an opportunity to seek protection of such information against disclosure.

3. Submittal Date

Proposals will be received up to but no later than **January 29, 2019 at 10:00am** or such other time as may be established by an addendum to this Request for Proposals issued by Planning Director. Hand-delivered proposals shall be delivered to the Planning Department located at 222 Meigs Street 2nd Floor, Sandusky, Ohio.

4. Amendment to Solicitation

Any amendment or modification to this Request for Proposals shall be by addendum issued by the Director of Planning. Any such addendum shall be acknowledged by each proposer as part of the proposal, on the forms provided. All terms and conditions of this solicitation not modified by such addendum shall remain unchanged.

5. Late submissions, Modifications, and Withdrawal of Proposals

- a. Any proposal received after the time specified in the Request for Proposals or any addendum thereto will not be considered.
- b. Proposals may be withdrawn by written notice or email confirmed by delivery of the original within 48 hours of the email notice at any time prior to award.

6. Bid Protests

A protest is a potential bidder's remedy for addressing a perceived conflict, error, or ambiguity in the procurement process. Bid protests can take many forms and STS requires that all protests be reduced to writing. This will allow STS to better understand the basis for the protest and to respond in a more meaningful manner. All protests will be accepted and carefully reviewed. STS understands that the integrity of the procurement process must be scrupulously protected.

The potential bidder's complaint letter should be addressed to the Sandusky City Manager and a copy must be simultaneously filed with the Law Director and Planning Director of the City of Sandusky, 222 Meigs Street, Sandusky, Ohio 44870.

Protests can occur at different times during a particular procurement cycle – pre-bid, pre-award and post-award.

6.1 Pre-Bid Protests

If the potential bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the RFP documents or contract documents, including without limitation the drawings and specifications, or between any RFP documents, contract documents and any

applicable provision of law, the bidder shall submit a written request to the City Manager for an interpretation or clarification.

The bidder shall be responsible for prompt delivery of such request.

In order to prevent an extension of the bid opening, the bidder is encouraged to make all requests for interpretation or clarification a minimum of 10 working days before the bid opening.

If the City Manager determines that an interpretation or clarification is warranted, the City Manager shall issue an addendum, and provide a copy to each person of record holding RFP documents and/or contract documents.

Any interpretation or clarification of the RFP documents or contract documents made by any person other than the City Manager, or in any manner other than a written addendum, shall not be binding and the bidder shall not rely upon any such interpretation or clarification.

The bidder shall not, at any time before or after the execution of the contract form, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous RFP documents or contract documents, any discrepancy on or between RFP documents or contract documents or incorrectly assumed conditions regarding the nature, extent or character of the work, if no request for interpretation or clarification regarding such matter was made by the bidder prior to the bid opening.

6.2 Pre-Award Protest

A pre-award protest is utilized if a potential bidder desires a further clarification or explanation of the selection of another bidder subsequent to receipt of the notice of intent to award the contract. A pre-award protest must be filed within 10 working days of the bidder's receipt of the notice of intent to award.

If a potential bidder has facts that were not previously known or alleges and can substantiate that an error of law or regulation has occurred a request for reconsideration may be asked for. STS will appropriately respond to any substantive issue raised with the understanding that unfounded and unsubstantiated allegations will be treated accordingly.

The City Manager in his/her sole and absolute discretion will determine if a protest meeting is necessary to help resolve any pre-award protest. A protest meeting is not an adjudicatory, adversarial, quasi-judicial proceeding. It is not conducted pursuant to the Administrative Procedures Act nor is it an opportunity to engage in pre-litigation discovery or argument. Rather it is an informal meeting with the focus being upon listening to the bidder's reasons for complaining and the supporting evidence the potential bidder has to substantiate its claims.

If the City Manager determines such a meeting is necessary it will be scheduled no later than 10 working days prior to the contract award.

6.3 Post-Award Protests

The Charter of the City of Sandusky provides that when an expenditure, other than the compensation of persons employed by the City, exceeds \$10,000, such expenditure shall first be authorized and directed by Ordinance or Resolution of the City Commission, and no contracts

involving an expenditure in excess of such sum shall be made or awarded, except upon approval of the City Commission. There is no administrative appeal from the City Commission's decision.

6.4 General Procedures for Filing a Protest

A potential bidder must file the protest within the time-frame previously outlined. The protest must be in writing, contain the name of the bidder, the solicitation package name or contract number, and a statement of grounds for the protest. The statement of grounds for the protest must cite specific details and contain all of the bidder's substantiation of the protest.

A protest that STS failed to follow its protest procedures may be filed with the Federal Transit Administration (FTA). Reviews of protests by FTA will be limited to (FTA C 4220.1F, Chapter 7 (1)):

STS's failure to have or follow its protest procedures, or its failure to review a complaint or protest;

Violations of Federal law or regulation.

A protest to FTA must be filed within five (5) days of the date the protester learned or should have learned of an adverse decision by STS. FTA's address is:

Office of Program Management
Federal Transit Administration
Suite 320
200 West Adams Street
Chicago, IL 60606
(312) 353-2789

7. Type of Contract

STS contemplates awarding a contract based on the final agreed upon service performed. The City of Sandusky/Sandusky Transit System is a political subdivision of the State of Ohio; as a result, this procurement is governed by all applicable provisions of State law and regulation, as well as the STS's own Policies and Procedures.

8. Contract Award

Award of a contract will be contingent upon successful negotiation of all matters at issue, based upon the City of Sandusky/Sandusky transit System Standard Form of Contract.

STS intends to award a contract to the proposer or proposers whose offer is deemed most advantageous to STS, revenue stream and other factors considered; such award will be in accordance with the intent of this solicitation, to provide STS with the required services in a timely manner at a reasonable return.

STS reserves the right to (1) reject any or all offers as it considers in its best interest; (2) accept an offer other than that lowest in price; and (3) waive informalities and minor irregularities in proposals. **STS also may award a contract on the basis of initial offers received;** therefore each initial proposal should contain the proposer's best terms from a financial and technical viewpoint.

9. Compensation

STS contemplates it will be compensated by the selected firm on the basis of the negotiated revenue plan. It is expected that the revenue plan will offer a percentage of sales commission rate in addition to a guarantee revenue amount.

10. Insurance

The Contractor shall purchase and maintain for the life of this contract the following minimum insurance coverage's. The contractor shall also be responsible for assuring that each of its subcontractors and anyone employed directly or indirectly by any contractor or subcontractor provides adequate insurance for the work performed or products supplied by it.

To the extent that any subcontractor will perform services of a personal or professional nature, for which insurance must be maintained by the performer of the services, Contractor agrees to assure that these same insurance requirements will be imposed upon subcontractors, in amounts agreed upon between the Contractor and STS prior to retaining the subcontractor

- a. General Liability Insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and or property damage. Policy to include:
 - Contractual liability coverage insuring the "hold harmless" provision set forth in Section 2.4.1 hereof.
 - Owner will accept any combination of primary CGL and Excess or umbrella policies to meet the minimum coverage requirements above.
 - As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and /or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Statutory Workers' Compensation coverage in compliance with all applicable state workers' compensation laws to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor. Employers' Liability coverage in the amount of \$1,000,000 per accident / \$1,000,000 per employee for disease will also be included, either under the Workers' Compensation policy or under the Commercial General Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial commission and Bureau of WC, or a copy of the Certificate of Employer's Right to Pay Compensation Directly.
- d. General Requirements: The contractor shall not commence work herein until it has obtained the required insurance and has received written approval of such insurance by STS. It shall furnish evidence of such insurance in the form of a certificate (Acord or similar form). The certificate shall provide the following:
 - In the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 30 days after STS has received written notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to STS care of the Transit Administrator.

- Name STS as an additional insured for liability coverage's under a. and b. above for claims arising out of operations in conjunction with the contract
- Contain a waiver of subrogation in favor of STS.
- Specific reference to the subject contract
- Specific reference to all deductibles & Self Insured Retentions (SIR)

An insurance company having less than an A- X rating by The A. M. Best Company will not be considered acceptable. All certificates are subject to acceptance by STS. STS shall be entitled to receive a full copy of the insurance policy(ies) upon request and reserves the right to review financial statements & approve any deductibles or SIR.

- e. Approval by STS: Approval of the insurance by STS shall not relieve or decrease the liability of the contractor hereunder. It is to be understood that STS does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.
- f. In the event Contractor neglects, refuses or fails to provide the insurance required under the Contract documents, or if such insurance is canceled for any reason, the owner shall have the right but not the duty to procure the same, and cost thereof shall be deducted from moneys then due or thereafter to become due to Contractor.

V. CRITERIA

The City of Sandusky/Sandusky Transit System (STS) will evaluate all proposals received and rank them in order of preference. The City of Sandusky will identify those firms, which based on the ranking, have a reasonable possibility of obtaining the award. It may seek additional information from, or conduct interviews with, the firms so identified prior to the establishment of a final ranking and the initiation of negotiations with one or more firms based on those rankings.

Awards will also be contingent on acceptance of STS's form of Contract and compliance with Affirmative Action and other required assurances. Any requested contract modifications must be addressed in the proposal.

The City of Sandusky/Sandusky Transit System reserves the right to award one or more contracts on the basis of proposals submitted without negotiation, or to reject any or all proposals. Evaluation will be based on the following criteria weighted according to importance.

CRITERIA	WEIGHT (%)
1. Vendor Product Offerings – presenting a viable marketing plan	20%
2. Experience working with Transit clients – creativity in proposing advertising opportunities	15%
3. Ability to properly service accounts in a timely manner	15%
4. Revenue Plan	45%
5. Local Preference	5%
TOTAL:	100%

VI. REQUIRED SIGNATURE DOCUMENTS

Document A

PROPOSAL PAGE- (SHALL BE INCLUDED IN SERVICE PROPOSAL ENVELOPE)

I, or we, _____, having carefully examined the Request for Proposals, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the definitions, requirements, and conditions in said Specifications for Transit Advertising services as adopted by the City of Sandusky, Ohio, and also having become familiar with the service area and all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide a Transit Advertising Services for the Sandusky Transit System, Sandusky, Ohio. Said service shall be performed beginning July 1, 2019 and continuing through June 30, 2022 for the attached amounts found in the Cost Proposal envelope.

The undersigned, _____, agrees that the City of Sandusky reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the City of Sandusky/Sandusky Transit System.

The undersigned also agrees that if this Proposal is accepted by the City of Sandusky, he/she will be prepared to start advertising service for the Sandusky Transit System on July 1, 2019. After Notice of Award and acceptance of such, the undersigned does intend to enter into a service Contract with the City of Sandusky/ Sandusky Transit System and that the undersigned will post a Performance Bond for the faithful performance of the contract. Said Performance Bond shall be executed by a responsible Surety Company acceptable to the City of Sandusky and shall be 50% of the proposal, said Bond shall be furnished in this amount for the length of the Contract and in the event of Legal Determination of Breach of Contract, said Bond shall be forfeited as liquidated damages; and that he/she shall also submit the required Public Liability and Property Damage Insurance certificate.

TERMS

DATE: _____ COMPANY: _____

SIGNED: _____ ADDRESS: _____

NAME: _____

TITLE: _____ PHONE: _____

Document B

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.

BY: _____

DATE: _____

SIGNED IN THE PRESENCE OF:

Document C

DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

)

) **SS:**

COUNTY OF

)

The undersigned being first duly cautioned and sworn says that he is the _____ of _____ 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 _____ this _____ day
of _____, 20____.

My commission expires: _____

Notary Public

Document D

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO

>SS

COUNTY OF

_____, being first duly sworn, deposes
and says that he is _____
(Sole owner, a partner, president, secretary, etc.)
of _____

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 _____ this _____
day of _____, 20____.

My commission expires: _____

Notary Public Signature

SEAL:

Document E

ADVERTISING ACKNOWLEDGEMENT

To: City of Sandusky
Planning Department
222 Meigs Street
Sandusky, Ohio 44870

From: _____
(Name of Individual Firm)

(Place of Business – City, State)

Reference: **TRANSIT ADVERTISING**

It is hereby acknowledged that we have received the Advertising Policy for the City of Sandusky and do hereby agree to adhere to said policy.

SIGNATURE

TITLE

DATE

Document F

ADDENDA ACKNOWLEDGEMENT

To: City of Sandusky
Planning Department
222 Meigs Street
Sandusky, Ohio 44870

From: _____
(Name of Individual Firm)

(Place of Business – City, State)

Reference: **TRANSIT ADVERTISING**

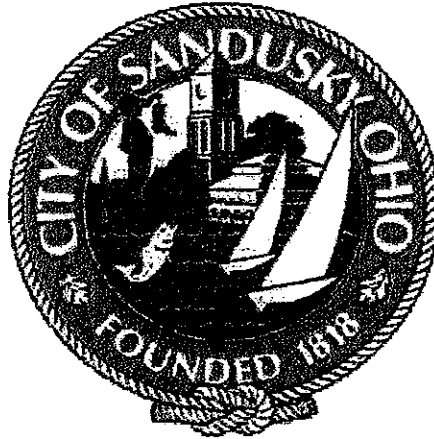
<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SIGNATURE

TITLE

DATE

THE CITY OF SANDUSKY, OHIO



ADVERTISING ON PUBLIC PROPERTY AND FACILITIES POLICY

(INCLUDES WEBSITE POLICY &
GOVERNMENT ACCESS CHANNEL POLICY)

APPROVED BY: _____

EFFECTIVE DATE: _____

Matthew D. King
6/24/09

SECTION ONE: DEFINITIONS.

The words and phrases defined in this policy, wherever used, shall have the meanings indicated unless the context requires a different meaning:

- A. "Advertise", and any of its variants, and "advertising display" mean the depiction or presentation on a sign, personal property, bench, fixed device or structure of any name, work, statement, message, drawing, picture, painting, mark, motto, symbol or figure for the purpose of calling attention to a business, trade, organization or activity and/or inducing directly or indirectly, the purchase or use of any specific item of commerce or trade.
- B. "Donor recognition program" and any of its variants means contributions of money, equipment, facilities, materials or other goods or services or other consideration in exchange for public recognition in a form and manner determined by the City.
- C. "City's advertising policy" means this Policy and the City's Website Policy and Government Access Channel Policies and Guidelines as adopted on June 24, 2009, by the City Manager.

SECTION TWO: ADVERTISING / RECOGNITION AGREEMENTS.

- A. The city may enter into contracts, permits, licenses and agreements with private individuals or organizations to provide advertising space or donor recognition on city owned real and personal property as may be designated in the city's advertising policy, in exchange for cash, equipment, supplies, services or other valuable consideration.
- B. Any contract, permit, license or agreement entered into pursuant to this chapter shall be in conformity with, and subject to, any limitation imposed by the laws and regulations of the State of Ohio, the City's Strategic Plan, applicable Zoning Laws and City Regulations and the City's Advertising Policy.
- C. The type, location, size, content and duration of any advertising, advertising display, or donor recognition shall be subject to approval by the city to the extent permitted by law and shall be specified in the contract, permit, license or agreement.

- D. Except as permitted by this Policy, the City Manager's City Parks-Temporary Display Permit Policy, the City's Website Policy, or the City's Government Access Channel Policies and Guidelines, no advertising, advertising display, or donor recognition shall be permitted on public property or public facilities.

SECTION THREE: RESTRICTIONS.

- A. No advertising, advertising display or donor recognition shall contain any reference to or depiction of any of the following:
1. The "specified anatomical areas" or "specified sexual activities" as defined in Section 1141.01 of the Codified Ordinances;
 2. Any obscene act, gesture or word;
 3. Any sale, use, or consumption of beer, wine, alcohol or tobacco products, unless prior approval of the City Manager is obtained in connection with the sponsorship of community festivals and events;
 4. Any sale or use of illegal drugs or drug paraphernalia; and
 5. By or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
- B. No contract, permit, license or agreement, may permit the logo or seal of the City of Sandusky or any of its departments to be reproduced or distributed in any manner which in any way impersonates a city official, safety officer, or employee.
- C. No advertising, advertising display or donor recognition shall be permitted on uniforms worn by City Safety Officers or City Employees.
- D. No contract, permit, license or agreement shall permit an advertisement or advertising display to give the appearance or impression that any commercial product or service is endorsed or recommended by the City or any of its agencies, departments, officers or employees.

- E. No advertisement, advertising display, or donor recognition shall display the word "stop", "drive", "danger", or any other word, phrase, symbol, lighting or any devices or any components thereof, or character likely to interfere with or mislead pedestrian or vehicular traffic.

SECTION FOUR: WEBSITE POLICY.

A. PURPOSE

The purpose of the City of Sandusky Website is to provide the public with convenient and efficient access to information about Sandusky City Government services, programs, and attractions and to its departments and officials. It also is intended to provide the user with access to economic development opportunities in the city and to information about community life including cultural, educational and recreational activities in the City.

B. EXTERNAL LINKS

To meet its purpose the City's Website may contain links to other Websites that are not owned, regularly reviewed or controlled by the City. It is the policy of the City to limit these links to nonprofit and governmental Websites that provide information relevant to the functions and services provided by the City and Websites that promote city attractions, tourism, and economic development in the city. The City's Website does not provide direct links to external sites that are strictly political or religious in nature. The City does not provide direct links to strictly private commercial sites unless these links are determined to further the service mission of the City or to promote tourism or economic development. The provision of direct links should not be construed as an endorsement or sponsorship of these external Websites, their content or their hosts. The City specifically disavows legal responsibility for what a user may find on another site, whether or not operated by the City. The views and opinions of the authors of documents published on or linked to the City's Website do not necessarily state or reflect the opinion, policy or position of the City.

C. EXTERNAL LINK CRITERIA

Links to other Websites are approved if they meet the following criteria:

1. They are state, regional, local or federal government agencies, special purpose districts, hospitals, scientific or cultural organizations serving the Sandusky community and public educational institutions.
2. They are human service organizations that receive direct financial support from the City of Sandusky.
3. They are community festivals and events that are open to the general public and/or that are sponsored or cosponsored by the City.
4. Providers of search engines from the City of Sandusky Websites.
5. No links are allowed to sites containing inappropriate material or to information irrelevant to the City's mission or services.
6. The City Manager must approve all external links.
7. The City Manager is authorized to order removal of material which is noncompliant with these guidelines from the City's Website.

Links shall not be made to sites that are associated with, sponsored by or serving a candidate for elected office or any political party or organization supporting or seeking to defeat any candidate for elective office or ballot proposal. The City's Website is not intended to function as a public forum.

D. INFORMATION ACCURACY

The City of Sandusky has made every effort to ensure the accuracy of the information provided on its Website. However, due to the possibility of unauthorized modification of the data, transmission errors, HTML browser incompatibilities, changes made since the last update to the Website, or other aspects of electronic communication that are beyond the City's control, neither the City nor any agent, officer, or employee of the City warrants the accuracy, reliability or timeliness of the information published on its Website.

The City of Sandusky is not responsible for the content, quality, accuracy or completeness of any offsite materials referenced by or linked through the City's Website. By using the City's Website the user acknowledges and accepts that the risk of injury or damage from viewing, hearing, downloading or storing such materials rests entirely with the user and that the City is not responsible for any materials stored on other Websites, nor is it liable for any inaccurate, defamatory, offensive or illegal materials found on other Websites.

E. ENDORSEMENT DISCLAIMER

The City does not endorse any content, viewpoint, products or services linked from this Website and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. The City does not warrant the accuracy or reliability of or endorse any products or service providers listed or linked to its site.

F. ADVERTISING POLICY

It is the policy of the City of Sandusky to maintain its Website without advertising or for-profit content except where such content has a public purpose and/or is of direct benefit to the city. As a government agency the City neither endorses nor supports individual private commercial enterprises through display of their advertising or through providing links to the sites of commercial enterprises.

The City recognizes that the display of commercial or promotional material or links to commercial sites may, under certain circumstances, be appropriate. The following guidelines will apply to determine when such materials are appropriate for inclusion in the City's Website:

1. Advertising/promotional materials where the City has public/financial interest (example: City is linked to Film Society or Art Festival Website which may display advertising of their sponsors).
2. Web-based all-inclusive information about private enterprises which provide a service or benefit to the public where the service or benefit is directly related to a City department's mission of services (example: lists of licensed child care

providers, hotels and motels, art galleries, downtown businesses, etc.).

3. City program sponsors and cash or services donors may be acknowledged through a display of their names, logos or other information but no link to the sponsor's or donor's Websites will be provided (example: Art Festival sponsors and contributors).
4. Government agencies, academic institutions, public-private partnerships, professional, cultural, community-based and nonprofit organizations may be linked when the site contains information that enhances service provided by a department of the City.
5. Notice of leaving the City of Sandusky Website and a disclaimer. *You are now leaving the City of Sandusky Website and linking to a Website that may contain commercial advertising. The City does not endorse or support any of the advertising that may be contained on this site.*

G. PRIVACY POLICY

The City will not sell, distribute or otherwise provide to third parties any information of a personal nature which is obtained as a result of any person subscribing to or visiting the city website, except where a public record is generated during the contact which is otherwise discoverable under the Ohio law.

SECTION FIVE: GOVERNMENT ACCESS CHANNEL POLICY & GUIDELINES. **(CHANNEL 81 POLICY)**

A. GOAL OF MUNICIPAL PROGRAMMING

The goal of municipal programming shall be to create greater awareness of local government and facilitate the community's participation in local decision-making.

B. OBJECTIVES

1. To make public proceedings and events more accessible to Sandusky residents by providing live coverage of City

Commission meetings and coverage of various other governmental activities via cable television.

2. To increase community awareness of City services, activities, policies and programs.
3. To provide program coverage of government events, such as cultural, recreational and historical events.
4. To provide more extensive information on selected City topics and activities not fully covered by existing communications tools.
5. To supplement public safety and disaster preparedness activities/information pertaining to the City of Sandusky and surrounding communities.
6. To assist with the internal training of City employees.
7. To provide general announcements of current government-sponsored events and job listings.

C. TYPES OF PROGRAMMING

Municipal programming shall be established to provide direct, non-editorialized information to the citizens of Sandusky. It will consist of the following:

1. Community Bulletin Board - This consists of character-generated information related to City activities, programs, events and services that the City sponsors or sanctions. Messages may include, but are not limited to, current information concerning the city, such as job openings, arts and cultural activities, parks and recreation department activities, road closures, and agendas of public meetings. Such character-generated listings shall be available to all City departments, City-funded outside Agencies, and City commissions, committees and boards. This service will be active whenever video programming is absent from the air.
2. Documentation - The videotaping of a meeting or event for educational, training, or archival purposes.

3. Live cablecast - The televising of an event while it is happening. Live coverage of City events may include, but is not limited to, the cablecast of City Commission meetings and Work Sessions, Commission meetings, special meetings (as requested by City Departments only), and events of general community interest.
4. Locally produced programs - A videotaped program that is produced by the City to illustrate the mandates, programs, services and deliberations of City government. These include, but are not limited to: videotaped tours of government facilities such as parks and City facilities, programs that highlight City departments, City recreational and cultural programs, Mayor talk show, and programs about specific City issues, such as traffic improvements and the City budget.
5. Outside resource programs - Pre-recorded material on a variety of topics produced by entities other than the City, which shall be considered for cablecast at a later time.
6. Public service announcements - Videotaped spots announcing events or issues of importance to citizens of Sandusky that are produced by the City or obtained from outside sources. These may include, but are not limited to local, regional, state, and national issues.
7. Tape delayed cablecast - A program or event that is videotaped for cablecast at a later time. Some meetings, such as the City Commission meetings, may be cablecast both live and by tape at set times during the week.
8. Training and informational tapes - Instructional videotapes used to discuss, outline, and/or summarize departmental functions or techniques. Training and informational tapes shall be produced by the City for internal use by City departments. Training tapes can be cablecast on the City's channel when appropriate.

D. CONTENT RESTRICTIONS

All content of the municipal channel shall be under the sole responsibility of the City of Sandusky. All content on the channel shall be subject to approval by the City Manager or his/her designee. The following content guidelines shall be adhered to:

1. Political Use of Municipal Channel - The channel may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on a ballot shall not be permitted. Candidates for election or reelection to any office shall not be permitted to "use" the municipal cable channel, except as may be part of a formal public meeting from the time of their legally qualified candidacy until after the election. The municipal channel is exempt from providing equal opportunities to a candidate under Section 76.205 of the Rules and Regulations of the Federal Communications Commission ("FCC") for time incumbents spend on the channel when performing the routine duties of their position, including participation in regular and special sessions of the City Commission, and other public meetings. Notwithstanding the above, political candidate forums, where all candidates for a particular office have equal opportunity to participate or public forums on a ballot issue where all sides have equal opportunity to participate may be cablecast.
2. Position Advocacy - Any direct advocacy messages including specific promotional messages on behalf of or opposing any ballot initiative, measure proposal, or items under consideration of the City Commission or advisory bodies shall not be permitted. Factual information on any ballot issue affecting City, County, State, or Federal government services may be presented as long as it is done in a fair and equitable manner.
3. Commercialism - There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements for City sponsored or sanctioned events.
4. Lotteries - Advertising or other information concerning any lottery, gift enterprise or similar promotion is prohibited.
5. Promotion of Religion - Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the municipal channel.

6. Promotions - Promotional announcements for City sponsored or sanctioned events will be permitted on the City of Sandusky Government Access Channel. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.
7. Defamatory Material - Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the municipal channel.
8. Indecent or Obscene Content - There shall be no presentation of programming content, which, in the opinion of the City Manager or his/her designee, is indecent, obscene or illegal.
9. Copyright Restrictions - Programs containing copyrighted materials will not be telecast without proper copyright authorization. Outside agencies submitting programming for telecast are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.
10. Liability - The City of Sandusky and/or its agents and assigns, will not be responsible for the accuracy of any information cablecast over the Government Access Channel that was submitted by outside sources.

E. PROGRAM EDITING

All programming, with the exception of City Commission meetings, is subject to editing. Coverage of City Commission meetings shall be gavel-to-gavel excluding Executive sessions, or as otherwise directed by the City Commission. City Commission meeting coverage shall not be edited or subject to editorial comment. Editing of breaks or technical difficulties of such meetings is permitted. Editing of other programming shall not alter the factual content or overall intent of the material being cablecast. Character-generated information shall be edited to provide clarity and to maximize use of the memory space available.

F. USE OF CITY PROGRAMMING AND EQUIPMENT

All programming produced by the City, its officers and agents shall be deemed property of the City. Programs produced by contract agents of the City shall be the property of the City and shall not be sold or commercially distributed without written authorization of the City. Use of City-owned equipment and related production facilities and equipment shall be restricted to City use and operation thereof to City employees, officers or approved agents of the City. Loaning of equipment for personal use shall not be permitted or authorized.

G. PROGRAM SPONSORSHIP

The City of Sandusky will accept sponsorship of programming which meets the desired goals and objectives of the municipal channel. Any program sponsored (in full or in part) by a commercial, civic or private entity may carry a brief sponsorship statement at the beginning, end or beginning and end which states the following: "This program is made possible through a grant from _____". Video footage during sponsorship acknowledgment may include a logo, name, and address of a sponsor.

H. RETENTION OF VIDEOTAPED EVENTS AND PROGRAMS

Videotapes / DVDs of City Commission meetings will be kept for a minimum of one (1) year. Videotapes / DVDs may be recycled after being maintained for the minimum amount of time. Notwithstanding this policy, said videotapes / DVDs shall not be considered the official record of the City Commission meetings, and there shall be no liability for inadvertent erasure or omissions. All videotapes / DVDs shall be considered the property of the City of Sandusky, and shall be copyrighted as such.

I. VIDEOTAPE / DVD DUPLICATION GUIDELINES

Requests for duplication should be made pursuant to the City of Sandusky's Public Records Policy.

J. USE OF MUNICIPAL CHANNEL DURING EMERGENCIES

Government use of the municipal channel during emergencies and disasters declared by the Mayor of the City of Sandusky or his/her designee has absolute priority over other programming. During such emergencies or disasters, the municipal channel shall be permitted

to accept live, taped, character-generated and audio information from other governmental or non-governmental entities when such announcements are deemed by the Mayor, City Manager or their designee to provide important public information pertaining to the emergency or disaster or other conditions requiring protection of the public health, safety and welfare.

SANDUSKY TRANSIT SYSTEM TRANSIT ADVERTISING PROPOSAL



SUBMITTED FEBRUARY 5, 2019

TRANSMITTAL LETTER

Angela Byington, Director
Planning Department
222 Meigs Street
Sandusky, Oh 44870

February 2, 2019

To all parties this may concern,

I am appreciative of the opportunity to announce that Mark Advertising wishes to be considered as the sole vendor for the Sandusky Transit System Transit Advertising project.

We wish to be the "one stop shop" to handle any and all entities which includes, but is not limited to the following:

- Selling of available advertising space (interior, exterior and other potential streams of related revenue sources)
- Handling of all advertiser contracts
- Being responsible for invoicing, billings and collections based on signed advertiser contracts
- Handling of all artwork necessary per advertiser, per vehicle, whether supplied to us or designed by us
- Handling of all printing and installation of advertiser vinyl/substrates on a schedule that is convenient for the STS and AT the STS garage location
- Any and all customer service and attention necessary to each advertiser

We understand the "Scope of Service" to include, but is not limited to the following:

- Generate revenue for the STS, by selling the maximum amount of interior and exterior space possible
- Must wear proper requested identification while working at the STS locations
- There will be mutually agreed upon available advertising space for any entity STS requests pertaining to the STS or to the City of Sandusky
- Must comply with the City of Sandusky Advertising on Public Property and Facilities Policy
- Must replace/maintain any necessary advertising panels due to wear, tear, fade, etc. All panels will look professional at all times.

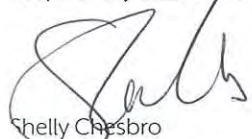
All entities outlined above would be personally overseen by the owner and President of Mark Advertising, Shelly Chesbro. Please record the following information regarding Mark Advertising's information.

Mark Advertising
1600 5th Street
PO Box 413
Sandusky, Ohio 44870

Ph: 419.626.9000
Fx: 419.626.9934

I thank you for the consideration, and I am available to answer any questions that may arise during the review process.

Respectfully Submitted By:



Shelly Chesbro
President of Mark Advertising

TRANSIT ADVERTISING TECHNICAL PROPOSAL



SUBMITTED FEBRUARY 5, 2019

MARK ADVERTISING OPERATION OUTLINE

as it pertains to the STS Technical Proposal

EXPERIENCE:

Mark Advertising, celebrating its 52nd year in business, contracts the following in a relevant format to what would be needed in a successful venture such as the STS Advertising project. Below I have listed similar entities and the person to whom you can contact for confirmation of the statements made.

- We have been a partner to BAS broadcasting for over 20 years. We sell advertising on their behalf to clients to the tune of nearly \$75,000 on a yearly basis. *Reference: Tom Klein*
- We have been a partner to K-96 radio for over 16 years. We sell advertising on their behalf to clients to the tune of nearly \$38,000 on a yearly basis. *Reference: Bill Forthofer*
- We have been a partner with Hart Advertising, Lamar Advertising and Lind Advertising for over 25 years. We sell billboard advertising on their behalf to clients to the tune of nearly \$88,000 on a yearly basis. *References: Taylor Hart, Tish Keegan, John Seigenthaler*
- We have been a partner with the Sandusky Register for over 30 years. We sell advertising on their behalf to clients to the tune of nearly \$23,000 on a yearly basis. *Reference: Renee Rogers*

STS ADVERTISING PROJECT STAFFING OUTLINE:

STS Advertising Project Coordinator - Shelly Chesbro

Sales - Shelly Chesbro and Sandy McCreary

Bookkeeping (including contracts, billing, invoicing, collections, etc): Kathy Dragon

Artwork (create or process supplied): Bryan Fleck, Nick Davis, Sheri Miller

Vinyl print and installation: Cody Jarrett from ML Graphics, to whom we have had a 3rd party working relationship with for the past 4 years for several elements, including, but not limited to vehicle wraps. ML Graphics (and all of our 3rd party vendors) is currently carried on our company insurance plan through Assured Partners Insurance (formerly Dawson Insurance) located in Sandusky.

AUTHORIZED NEGOTIATOR(S):

The proposer represents that the following person is authorized to negotiate on its behalf with the STS in connection with this request for proposals:

Shelly Chesbro, President and Owner of Mark Advertising

Work #: 419.626.9000 Mobile #: 419.271.3193

This completes the Technical Proposal.

TRANSIT ADVERTISING REVENUE PROPOSAL



SUBMITTED FEBRUARY 5, 2019

MARK ADVERTISING REVENUE OUTLINE

as it pertains to sales (potential and actual)

COMPENSATION:

Payment Procedure:

Mark Advertising agrees to split any and all STS Advertising revenue as follows:

STS - 60% Mark Advertising - 40%

Please see the included "Sandusky Transit System Bus Inventory List and Revenue Sheet" based on actual space sold to date as of February 1, 2019. This is a current and actual document.

This report would be supplied to the designated STS person (or whomever is deemed by STS), by the 15th of each month, for the proceeding month, accompanied by a check issued by Mark Advertising.

EXAMPLE: The July report would be run in early August. By August 15th a revenue source check would be issued and delivered along with a copy of the report.

A REVENUE CHECK WOULD BE ISSUED REGARDLESS OF DOLLARS COLLECTED FROM THE ADVERTISERS. Mark Advertising would assume all responsibilities of collections. Delays in payment from advertisers, would not delay payment to the STS.

Revenue Estimates:

Monthly estimate/potential of **Exterior Panel** revenue for a fleet of 32 buses: \$16,000 per month

STS - \$9,600 Mark Adv - \$6,400

Monthly estimate/potential of **Interior Panel** revenue for a fleet of 32 buses: \$10,560 per month

STS - \$6,336 Mark Adv - \$4,224

32 buses x **average** of 6 panels per bus (more on larger buses, less on smaller buses) = 192 panels

192 panels x \$55 average cost depending on quantity purchased = \$10,560

The monthly potential of \$15,936 will be strived for each and every month. However, we are aware of elements that may prevent this, such as seasonal advertisers, etc. With that said, we are willing to **guarantee** the following revenue:

- Calendar year of 2019 - Minimum of \$45,000
- Calendar year of 2020 - Minimum of \$65,000
- Calendar year of 2021 - Minimum of \$75,000
- Calendar years of 2022 and 2023 to be determined at contract renewal time.

INSURANCE:

All insurance requirements noted in the RFQ are understood and would be met within 30 days of awarded contract.

This completes the Revenue Proposal.

Sandusky Transit System Bus Inventory & Revenue Sheet

Updated 2-1-2019

Unit No.	Unit Description	VIN	Advertiser(s)	Panel Descrip.	Monthly Cost	Contract Start Date	Contract End Date
1004	FORD E450	1FDFE4FS7ADA65736	FRMC Sandusky Transit Sandusky Transit	Rear DS PS	\$277.00 \$0.00 \$0.00	2/1/19	1/31/20
1006	FORD E450 GOSHEN	1FDFE4FS0ADA65738	FRMC Sandusky Transit Encore	Rear DS PS	\$277.00 \$0.00 \$225.00	2/1/19 1/1/19	1/31/20 12/31/19
1401	FORD E350	1FDEE3FL0EDA72080	Sandusky Transit Sandusky Transit Sandusky Transit	Rear DS PS	\$0.00 \$0.00 \$0.00		
1501	FORD E450	1FDFE4FSXFDA00726	VLFCU VLFCU VLFCU	Rear DS PS	\$650.00 ----- -----	1/1/19	12/31/19
1502	FORD E450	1FDFE4FS3FDA00728	Erie Furniture Wilhelm	Rear DS PS	\$350.00 \$250.00	1/1/19 1/1/19	6/30/19 6/30/19
1503	FORD E450	1FDFE4FS9FDA03083	Tuffman Wilhelm	Rear DS PS	\$325.00 \$250.00	1/1/19 1/1/19	12/31/19 6/30/19
1504	FORD E450	1FDFE4FS3FDA00731	FRMC Wilhelm	Rear DS PS	\$277.00 \$250.00	2/1/19 1/1/19	1/31/19 6/30/19
1701	FORD T-250	1FTYR2CMXHKA57132		Rear DS PS			

1702	FORD T-250	1FTYR2CM0HKA36953		Rear DS PS			
1703	FORD T-250	1FTYR2CM2HKA36954		Rear DS PS			
1704	FORD T-250	1FTYR2CM4HKA36955		Rear DS PS			
1705	FORD T-250	1FTYR2CM3HKA57134		Rear DS PS			
1706	FORD T-250	1FTYR2CM1HKA57133		Rear DS PS			
1707	FORD T-250	1FTYR2CM6HKA36956		Rear DS PS			
1708	FORD T-250	1FTYR2CM5HKA57135		Rear DS PS			
1709	FORD E-350	1FDEE3FS9HDC03146		Rear DS PS			
1710	FORD E-350	1FDEE3FS3HDC57416	Stein Hospice	Rear DS PS	\$325.00	3/1/19	12/31/19

1711	FORD E-350	1FDEE3FS3HDC57411	Stein Hospice	Rear DS PS	\$325.00	3/1/19	12/31/19
1712	FORD E-350	1FDEE3FS3HDC57414	Erie Community FCU Erie Community FCU Erie Community FCU	Rear DS PS	\$650.00 ----- -----	2/1/19	1/31/20
1713	FORD E-350 STARCRAFT	1FDEE3FS3HDC70874		Rear DS PS			
1714	FORD E-350 STARCRAFT	1FDEE3FS2HDC70896		Rear DS PS			
1715	FORD E-350 STARCRAFT	1FDEE3FS2HDC70882		Rear DS PS			
1716	FORD E-350 STARCRAFT	1FDEE3FS7HDC70893		Rear DS PS			
1717	FORD E-350 STARCRAFT	1FDEE3FS1HDC70890		Rear DS PS			
1718	FORD E-350 STARCRAFT	1FDEE3FSXHDC70905		Rear DS PS			
1719	FORD E-350 STARCRAFT	1FDEE3FS0HDC70881		Rear DS PS			

1720	FORD E450	1FDFE4FS0HDC55677		Rear DS PS			
1721	FORD E450 CHAMPION	1FDFE3FS5JDC09784		Rear DS PS			
713	EL DORADO XHF-40	1N9HJAC867C084213	Parschauer Parschauer Parschauer	Rear DS PS	\$1,200.00 ----- -----	2/1/19	12/31/19
718	EL DORADO XHF-40	1N9HJAC857C084218	Serving Our Seniors VLFCU	Rear DS PS	\$525.00 \$625.00	2/1/19 1/1/19	12/31/19 12/31/19

Monthly Total to Date \$6,781.00

STS (60%) \$4,068.60

Mark Advertising (40%) \$2,712.40

DOCUMENTS A-F



SUBMITTED FEBRUARY 5, 2019

VI. REQUIRED SIGNATURE DOCUMENTS

Document A

PROPOSAL PAGE- (SHALL BE INCLUDED IN SERVICE PROPOSAL ENVELOPE)

I, or we, SHELLY CHESBRO, having carefully examined the Request for Proposals, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the definitions, requirements, and conditions in said Specifications for Transit Advertising services as adopted by the City of Sandusky, Ohio, and also having become familiar with the service area and all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide a Transit Advertising Services for the Sandusky Transit System, Sandusky, Ohio. Said service shall be performed beginning July 1, 2019 and continuing through June 30, 2022 for the attached amounts found in the Cost Proposal envelope.

The undersigned, SHELLY CHESBRO, agrees that the City of Sandusky reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the City of Sandusky/Sandusky Transit System.

The undersigned also agrees that if this Proposal is accepted by the City of Sandusky, he/she will be prepared to start advertising service for the Sandusky Transit System on July 1, 2019. After Notice of Award and acceptance of such, the undersigned does intend to enter into a service Contract with the City of Sandusky/ Sandusky Transit System and that the undersigned will post a Performance Bond for the faithful performance of the contract. Said Performance Bond shall be executed by a responsible Surety Company acceptable to the City of Sandusky and shall be 50% of the proposal, said Bond shall be furnished in this amount for the length of the Contract and in the event of Legal Determination of Breach of Contract, said Bond shall be forfeited as liquidated damages; and that he/she shall also submit the required Public Liability and Property Damage Insurance certificate.

TERMS

DATE: 2.1.2019

COMPANY: MARK ADVERTISING

SIGNED: Shelly Chesbro

ADDRESS: PO BOX 413

NAME: SHELLY CHESBRO

1600 5th ST. SANDUSKY, OH 44870

TITLE: PRESIDENT

PHONE: 419.626.9000

Document B

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.

BY: _____

DATE: _____

SIGNED IN THE PRESENCE OF:

Katherine Dragon
Shaw Miller

Document C

DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

)
) SS:
)

COUNTY OF

The undersigned being first duly cautioned and sworn says that he is the SHELLY CHESBRO of MARK ADVERTISING 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;

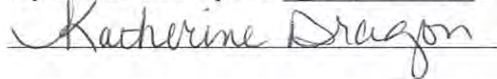
The Affiant says that if this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer, which is hereby given, shall be transmitted by the Finance Director of the City of Sandusky to the County Treasurer within thirty (30) 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 Shelly Chesbro this 1st day of February, 2019.

My commission expires: 2-7-2023



Notary Public

Document D

NON-COLLUSION AFFIDAVIT

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

STATE OF OHIO

COUNTY OF ERIE

>SS

SHELLY CHESBRO, being first duly sworn, deposes
and says that he is PRESIDENT
(Sole owner, a partner, president, secretary, etc.)
of MARK ADVERTISING

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.

Shelly Chesbro Affiant

Sworn to and subscribed before me a Notary Public by Shelly Chesbro this 1st
day of February, 2019.

My commission expires: 2-7-2023

Katherine Dragon
Notary Public Signature

SEAL:

Document E

ADVERTISING ACKNOWLEDGEMENT

To: City of Sandusky
Planning Department
222 Meigs Street
Sandusky, Ohio 44870

From: MARK ADVERTISING
(Name of Individual Firm)

SANDUSKY OHIO 44870
(Place of Business – City, State)

Reference: **TRANSIT ADVERTISING**

It is hereby acknowledged that we have received the Advertising Policy for the City of Sandusky and do hereby agree to adhere to said policy.


SIGNATURE

PRESIDENT
TITLE

2.1.2019
DATE

Document F

ADDENDA ACKNOWLEDGEMENT

To: City of Sandusky
Planning Department
222 Meigs Street
Sandusky, Ohio 44870

From: MARK ADVERTISING
(Name of Individual Firm)

SANDUSKY OH 44870
(Place of Business – City, State)

Reference: **TRANSIT ADVERTISING**

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>#1</u>	<u>1.25.19</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>


SIGNATURE

PRESIDENT
TITLE

2.1.2019
DATE

ADDENDUM NO. 1
Friday, January 25, 2019

CITY OF SANDUSKY
Sandusky Transit System
Transit Advertising

This Addendum No. 1, dated January 25, 2019, identified by the above title, shall supersede all contrary information which is hereby amended.

1. Please provide a copy of the current agreement and any addendums or modifications between Sandusky Transit System (STS) and the current provider.
 - See temporary Transit Bus Advertising Proposal between STS and Mark Advertising on City of Sandusky website under BIDS/RFQ's section.
2. Please provide the previous 3 years of annual sales history by month exterior and interior advertising.
 - No interior sales were done
 - From 2015 to present, \$99,000 revenue has been generated for STS. This only reflects the split submitted to STS, not total revenue.
3. What is the deadline for submitting questions and requests for clarification?
 - 72 hours prior to deadline
4. Is it possible to extend deadline for interested vendor to fully evaluate the advertising opportunities available?
 - Deadline will be extended until February 5, 2019 at 10:00 a.m.

If you have any questions, contact me at ndefreitas@ci.sandusky.oh.us

Nicole DeFreitas
Sandusky Transit Administrator

ACKNOWLEDGMENT

I hereby acknowledge receipt of this Addendum No. 1 and am fully conversant with the contents provided herein.

Please return acknowledgement with bid packet or scan and e-mail to ndefreitas@ci.sandusky.oh.us

By: MARK ADVERTISING
Company Name (Please Print or Type)


Authorized Signature

ADDITIONAL IMPORTANT INFORMATION



SUBMITTED FEBRUARY 5, 2019



Phone: 419.626.9000

Fax: 419.626.9934

www.markadvertising.com

I respectfully request the opportunity to share the following information. It pertains to additional items currently being done that would continue to be done, in the event we are awarded this opportunity. It is as follows.

- Mark Advertising will continue to print and install, **at no charge**, the red and white branding stripe on all buses/transit vehicles. This stripe is placed on the tops of each unit to help distinguish vehicles as part of the STS fleet. To date approximately 40% of the fleet is done. This is an approximate value of between \$125 - \$250 per vehicle depending on the size of vehicle.

- Mark Advertising will continue the offer for STS to purchase the product/vinyl wanted for any self advertising or advertising for the City, at "cost", and Mark Advertising would install such items **at no charge**. Installation cost savings would vary depending on size, but would range between \$125 to \$650 - vehicle size/panel choice dependent - cost is per item.

- Mark Advertising would continue to create and produce any necessary items to promote the success of this project. Items such as sell sheets, contract sheets, other media advertising opportunities and any additional collateral thought of during the process. All items would be done at the cost of Mark Advertising, and not to the STS. Please see included samples that immediately follow this page that are currently being used.

Thank you.

A TRAVELING BILLBOARD SEEN BY EVERYONE IN ERIE COUNTY

	3 MONTH	6 MONTH	12 MONTH
FULL LARGE BUS WRAP — SOLD OUT FOR 2019			
Space Cost Per Month	N/A	N/A	\$1,200
Vinyl Cost & Installation	N/A	N/A	\$7,500
FULL KING BUS WRAP			
Space Cost Per Month	N/A	\$850	\$750
Vinyl Cost & Installation	N/A	\$3,000	\$2,900
FULL QUEEN BUS WRAP OR TRANSIT VAN WRAP			
Space Cost Per Month	N/A	\$750	\$650
Vinyl Cost & Installation	N/A	\$2,800	\$2,700
DRIVER SIDE PANEL			
Space Cost Per Month	\$325	\$275	\$250
Vinyl Cost & Installation	\$200	\$175	\$150
PASSENGER SIDE PANEL			
Space Cost Per Month	\$300	\$250	\$225
Vinyl Cost & Installation	\$150	\$135	\$125
REAR PANEL			
Space Cost Per Month	\$400	\$350	\$325
Vinyl Cost & Installation	\$675	\$650	\$625

WE KINDLY ASK THAT YOU TAKE NOTE

- The Sandusky Transit System logo must be included on all artwork at a minimum size of 4". No exceptions.
- No front ends of any Sandusky Transit System vehicles are available as advertising space. All STS vehicle front ends will be branded for the STS exclusively.
- All STS bus models vary and advertising space will be reflected correctly on supplied proofs before production.
- Further discounts are available when contracting more than 3 panels for any 6 month or 12 month period of time. No further discounts are available to 3 month commitments, no matter how many panels are purchased.
- Artwork and proof costs are not included in any pricing above. Advertisers can supply their own artwork per supplied specs, or can receive a quote from Mark Advertising to provide that service. If you wish to do your own artwork, please request the appropriate spec sheet that reflects the model vehicle you will be advertising on.
- Current advertisers have the first right for refusal or continuation of their contracted space, but must advise of a decision 30 days or better from the end date of their contract. If no answer is given in writing in the less than 30 day window, then the advertising space will become available to sell.

mark
ADVERTISING



FULL LARGE BUS WRAP



FULL KING BUS WRAP



FULL QUEEN BUS WRAP



DRIVER SIDE PANEL



PASSENGER SIDE PANEL



REAR PANEL



INTERESTED IN ADVERTISING ON A SANDUSKY TRANSIT SYSTEM BUS?

Please contact Sandy McCreary from Mark Advertising to discuss available opportunities today.



Phone: 419.626.9000



Email: Sandy@MarkAdvertising.com

BUS ADVERTISING OPPORTUNITIES

BUSES RUN EVERY HOUR ON THE FOLLOWING LINES:



PURPLE LINE: 1 hour — 11 mile loop



BLUE LINE: 1 hour — 15 mile loop



GREEN LINE: 1 hour — 17 mile loop



RED LINE: 1 hour — 15 mile loop

mark
ADVERTISING

INTERESTED IN ADVERTISING ON A
**SANDUSKY TRANSIT
SYSTEM BUS?**

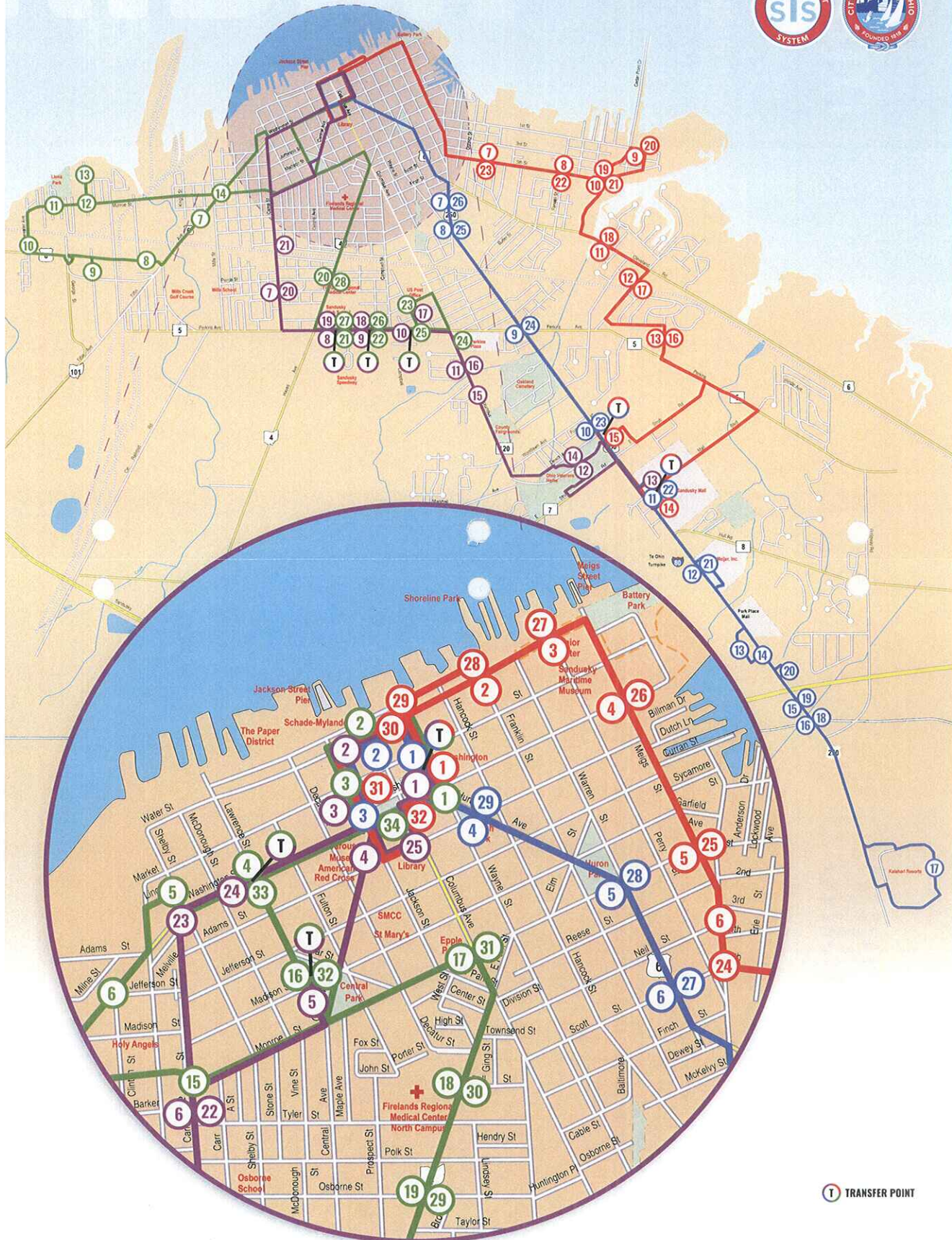
Please contact Sandy McCreary from
Mark Advertising to discuss available
opportunities today.

Phone: 419.626.9000

Email: Sandy@MarkAdvertising.com



RIDER MAP



T TRANSFER POINT



Sandusky Transit System Bus Advertising Space and Production Agreement

Advertiser
Wilhelm Construction 2746 Hettle Road Monroeville OH 44847

Description	Total Cost
Production/Installation 3 passenger side panels 6 months space cost; 3 single sided buses ACTUAL SAMPLE	\$375.00 \$675/month

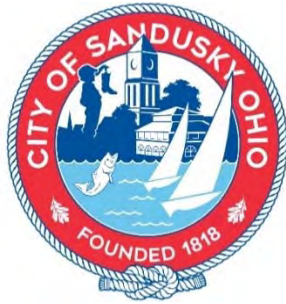
Notes
Advertising start date: 1/1/2019

This is a non-cancelable contract

Make checks payable to:
Mark Advertising
1600 Fifth Street
P.O. Box 413
Sandusky, Ohio 44870

Advertiser Signature

Date



COMMUNITY DEVELOPMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager
From: Matthew D. Lasko, Chief Development Officer
Date: April 23, 2019
Subject: Commission Agenda Item – Demolition Contract

Item for Consideration: Ordinance authorizing and directing the City Manager to enter into a contract for the demolition and remediation of the former Wisteria facility located at 1610 Campbell Street and further identified as permanent parcels nos. 57-01393.000, 57-01394.000, 57-01395.000 and 57-01396.000.

Background Information: The former Wisteria site (the “Property”) is comprised of four (4) permanent parcels located on the east side of Campbell Street between W. Boalt Street and Taylor Street. At present time, the Property went through two (2) sheriff sales with no bidders and has since been forfeited to the State of Ohio.

In early 2017, the City undertook the 1st phase of demolition and asbestos abatement of all above ground materials/structures including the demolition of the rear garage structures, removal of two (2) very large brick piles that were comingled with asbestos containing materials and demolition of the remaining foundation of the front warehouse facility along Campbell Street. That 1st phase was complete by Dore & Associates for just over \$144,000. The 1st phase was undertaken only above ground because significant underground investigations needed to take place regarding potential contaminants in the groundwater and soil and potential of underground storage tanks existing on the property. After completion of this additional investigative work, the City received a Remedial Action Plan detailing any further areas of concern and the way those areas needed to be handled in terms of removal from the site and eventual disposal.

The City’s intent was always to complete a 2nd phase of ground level and below grade demolition to return the site back into a passive greenspace upon completion of additional investigative work – and in January of 2019, City Commission approved seeking bids for the final demolition phase. 2nd phase demolition work will include removal of all remaining hardscape from the site, sewer/drain capping, removal of a small area of below grade contaminated soils, and grading and seeding.

The following bids were received on April 18, 2019:

Company	Location	Bid	Local Pref. Discount	Total	Bond
Garza Dirtworks, LLC	Clyde, OH	\$ 90,000.00	\$	\$ 90,000.00	100%
Ed Burdue and Co.	Sandusky, OH	\$ 94,000.00	\$ (2,820.00)	\$ 91,180.00	100%

Budgetary Information: The total cost for this project including advertising and miscellaneous expenses is \$90,349.80 (\$349.80 for advertising). The project will be paid for from the EMS fund.

Action Requested: It is requested that the proper legislation be prepared to permit the City Manager to enter into a contract with Garza Dirtworks, LLC for the demolition and remediation of the former Wisteria facility 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 continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

Eric L. Wobser
City Manager

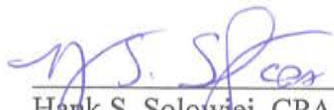
Matthew D. Lasko
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Trevor Hayberger, Law Director
Richard Wilcox, Fire Chief
John Orzech, Police Chief

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Demolition at 1610 Campbell St

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GARZA DIRTWORKS, LLC, OF CLYDE, OHIO, FOR THE PHASE 2 DEMOLITION OF FORMER WISTERIA FARMS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the former Wisteria Farms property is located at 1610 Campbell Street between W. Boalt Street and Taylor Street and identified as Parcel Nos. 57-01393.000, 57-01394.000, 57-01395.000, and 57-01396.000 and was forfeited to the State of Ohio in 2017; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Demolition and Asbestos Abatement of Former Wisteria Farms Project by Resolution No. 060-16R, passed on October 11, 2016, and subsequently approved a contract with Dore & Associates Contracting, Inc. of Bay City, Michigan, for the said Project by Ordinance No. 17-002, passed on January 9, 2017; and

WHEREAS, the first phase of demolition and asbestos abatement included all above ground materials / structures, demolition of the rear garage, removal of two (2) large brick piles that were comingled with asbestos containing materials, and demolition of the remaining foundation on the front warehouse facility along Campbell Street; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Phase 2 Demolition of Former Wisteria Farms Project by Resolution No. 002-19R, passed on January 14, 2019; and

WHEREAS, the Phase 2 Demolition of Former Wisteria Farms Project involves ground level and below grade demolition work to return the site back into passive greenspace and includes removal of all remaining hardscape from the site, sewer / drain capping, removal of small area of below grade contaminated soils, and grading and seeding; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Garza Dirtworks, LLC, of Clyde, 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 \$90,349.80 and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Garza Dirtworks, LLC, of Clyde, Ohio, for the Phase 2 Demolition of Former Wisteria Farms Project in an amount **not to exceed** Ninety Thousand and 00/100 Dollars (\$90,000.00) consistent with the bid submitted by Garza Dirtworks, LLC, of Clyde, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: May 13, 2019



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Matt Lasko, Chief Development Officer

Date: May 1, 2019

Subject: Commission Agenda Item – Permission to Bid CDBG FY19 – Demolition Project #1.

Item for Consideration: Resolution of necessity for the CDBG FY19 –Demolition Project #1, involving asbestos abatement and demolition of seven (7) properties.

Background Information: The seven (7) properties are vacant and blighted. All seven (7) of the properties are privately owned and have been issued demolition orders directly by the City or Housing Appeals Board. Additionally, all seven (7) of the properties are residential. Asbestos surveys will be completed on the seven (7) properties. The following are the seven (7) properties:

1. 420-422 Camp Street, Sandusky, OH 44870
2. 526 Lockwood Street, Sandusky, OH 44870
3. 530 Clinton Street, Sandusky, OH 44870
4. 602 Lockwood Street, Sandusky, OH 44870
5. 807 F Street, Sandusky, OH 44870
6. 1017 Shelby Street, Sandusky, OH 44870
7. 1511 Camp Street, Sandusky, OH 44870

The City has been aggressively addressing code and blight issues within the City. The demolition of these properties is necessary to address the blighting conditions of Sandusky's neighborhoods and to eliminate unsafe conditions.

Budgetary Information: The total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000. The cost for all seven (7) of the demolitions will be paid with FY19 Community Development Block Grant Funds. A tax lien will be placed upon the properties for the costs of asbestos abatement and demolition.

Action Requested: It is requested that the proposed CDBG FY19 - Demolition Project #1 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CDBG FY19 DEMOLITION PROJECT #1; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the proposed CDBG FY19 Demolition Project #1 involves asbestos abatement and demolition of seven (7) residential structures which are vacant and blighted; and

WHEREAS, the seven (7) residential structures are privately owned and were condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 420-422 Camp Street, 526 Lockwood Street, 530 Clinton Street, 602 Lockwood Street, 807 F Street, 1017 Shelby Street, and 1511 Camp Street; and

WHEREAS, the total estimated cost for this project including advertising and miscellaneous expenses will exceed \$10,000.00 and these costs will be paid with FY19 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the property will be charged to the owners and assessed to the property; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; and

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

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

Section 1. This City Commission approves of the proposed CDBG FY19 Demolition Project #1.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed CDBG FY19 Demolition Project #1 at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed CDBG FY19 Demolition Project #1 as required by law.

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

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

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

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

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

Passed: May 13, 2019



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: May 1, 2019

Subject: Commission Agenda Item- Contract Administration and Inspection Services for Pier Track Pump Station and Farwell Pump Station Improvements Project

ITEM FOR CONSIDERATION: Legislation for approval to enter into an agreement for contract administration and inspection services with Quality Control Inspection, Inc. of Bedford, OH, for the Pier Track Pump Station and Farwell Pump Station Improvements Project.

BACKGROUND INFORMATION: North Bay Construction, Inc. of Westlake, Ohio was recently awarded the construction contract for the Pier Track Pump Station and Farwell Pump Station Improvements Project at the April 8th City Commission meeting per Ordinance No. 19-064. The construction project will involve replacing the existing pumping system, a new generator, electrical and mechanical system upgrades. Work on the construction project is estimated to begin in late spring.

The City of Sandusky accepted Statements of Qualifications to obtain contract administration and inspection services for the Pier Track Pump Station and Farwell Pump Station Improvements Project on April 3rd, 2019. Quality Control Inspection, Inc. was selected using a qualifications based selection process as described in Chapter 141 of the City's Codified Ordinances. Six engineering firms submitted qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope Quality Control Inspection, Inc., was determined to be the most qualified firm.

BUDGETARY INFORMATION: The estimated amount of the Consultant fee for contract administration and inspection services is not to exceed \$251,880.00 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that an agreement with Quality Control Inspection, Inc. for contract administration and inspection services for the Contract Administration and Inspection Services for Pier Track Pump Station and Farwell Pump Station Improvements Project be executed and that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order for the agreement to be executed so that the consultant can get started with the contract administration and inspection services for the construction project that is to begin in late spring.

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH QUALITY CONTROL INSPECTION, INC. OF BEDFORD, OHIO, FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street and these improvements to the Pier Track and Farwell Pump Stations are required by the Ohio Environment Protection Agency (OEPA) pursuant to negotiations related to the CSO General Plan; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 17-228, passed on December 11, 2017, and approved an amendment to the agreement for additional services by Ordinance No. 18-195, passed on October 9, 2018; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 007-19R, passed on February 11, 2019; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a contract with North Bay Construction Inc., of Westlake, Ohio, Electric, Inc. of Wadsworth, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 19-064, passed on April 8, 2019; and

WHEREAS, Quality Control Inspection, Inc. will be providing project construction administration and inspection services for the Pier Track Pump Station and Farwell Pump Station Improvements Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, pursuant to Chapter 141, Professional Design Services Selection, of the Codified Ordinances of the City, six (6) engineering firms submitted statements of qualifications and based on the firm's experience, ability to perform, personnel experience, and overall project scope, Quality Control Inspection, Inc. was determined to be the most qualified; and

WHEREAS, the cost for the construction administration and inspection services is \$251,880.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the consultant to begin services for the project which is scheduled to begin in late 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 Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Agreement for Professional Services with Quality Control Inspection, Inc. of Bedford, Ohio, for construction administration and inspection services for the Pier Track Pump Station and Farwell Pump Station Improvements Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Two Hundred Fifty One Thousand Eight Hundred Eighty and 00/100 Dollars (\$251,880.00).

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

PAGE 3 - ORDINANCE NO. _____

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 13, 2019

AGREEMENT
FOR
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of _____, 2019, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Workss designated below or successor (the “City Engineer”), and Quality Control Inspection, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional services for the following project (the “Project”):

Project Name:	Construction Inspection & Administrative Services for the Pier Track & Farwell Pump Station Project
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Director of Public Works:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870

Architect/Engineer:	Quality Control Inspection, Inc.
Contact:	Mark Pace
Address:	40 Tarbell Avenue Bedford, OH 44146

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable

Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. **Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. **Instructions to Contractors.** All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. **City's Requirements.** The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. **Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. **Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. **Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$251,880.00 (two hundred fifty-one thousand eight hundred and eighty dollars). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer'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.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. 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 Architect/Engineer commenced to perform services relating to the Project. 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.

6.1.3. Certificates. The Architect/Engineer 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.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer 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 of the Architect/Engineer'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 Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer 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 Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer 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.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and

shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at 440-359-1935. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be

deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. Emergencies. In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. Change of Address. The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. Independent Contractor. The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Quality Control Inspection, Inc.

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: _____

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: _____, 2019

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Not to Exceed Amount

Quality Control Inspection, Inc.

40 Tarbell Avenue, Bedford, Ohio 44146

Telephone 440 359-1900 Fax 440 359-1935

Engineering support services. Quality on the job.



May 1, 2019

VIA EMAIL ONLY

Mr. Aaron M. Klein, P.E.
Director of Public Works
222 Meigs Street
Sandusky, Ohio 44870

Re: Fee Proposal for Pier Track Pump Station and Farwell Pump Station
Improvement Project Construction Inspection and Construction
Administration Services Fee Proposal

Dear Mr. Klein:

Transmitted herewith, please find Quality Control Inspection, Inc.'s (QCI) cost proposal for Construction Inspection and Construction Administration Services during construction of the above referenced project.

This proposal includes, by reference, the following documents:

- The City of Sandusky's RFQ for the Pier Track Station & Farwell Pump Station Improvement Project Construction Inspection and Construction Administration Services
- QCI's response to the above RFQ dated April 3, 2019
- The City of Sandusky's Letter on April 15, 2019 selecting QCI for the above services
- Pier Track Pump Station and Farwell Pump Station Improvements Contract Documents including Bid Book & Plan Sheets dated December 2018 by Jones & Henry Engineers, Ltd

Based on information provided by the City of Sandusky, Notice to Proceed is anticipated on or about May 20, 2019 with final completion anticipated by August 6, 2020. This provides the contractor 445 calendar days to complete the work.

Noting the above, QCI has developed a fee estimate based on our past experience with this type of work, and known lead time of 26 weeks for key project components for the improvement. QCI's administration services including the preconstruction conference would start upon NTP in May of 2019 and continue through project closeout in September of 2020. QCI anticipates starting full time inspection of the work upon the contractors anticipated mobilization in September of 2019 with substantial completion in late May of 2020 and final completion no later than July 15, 2020.

It is anticipated that the Contractor will stop work from November 21, 2019 through January 31, 2020, and resume two shift operations from February 1 through July 15, 2020. QCI has not included any overtime costs in our proposal to the City. Thereby, we have listed the following hours and costs.



Mr. Aaron M. Klein, P.E.
Pier/Farwell Pump Station
April 30, 2019
Page 2

PIER STREET/FARWELL PUMP STATION IMPROVEMENT PROJECT FEE			
	Hours	Rate	Total
Project Inspector 1	1600	\$75.00	\$120,000.00
Project Inspector 1 OT	0	\$112.50	\$0.00
Project Inspector 2	760	\$75.00	\$57,000.00
Project Inspector 2 OT	0	\$112.50	\$0.00
Project Manager/CPE	658	\$110.00	\$72,380.00
QCI Estimated Hours Sub-Total =			\$249,380.00
Resource/Task	Unit	Rate	Total
Reimbursable	1	2,500.00	\$2,500.00
Resource / Task Sub-total=			\$2,500.00
Estimated NTE Fee Total			\$251,880.00

Please reference QCI's detailed cost estimate sheet attached as Exhibit A.

Without the benefit of an actual job schedule, we have used general assumptions based on our experience and the contract time of completion you provided. While we have prepared this cost proposal using the aforementioned information, work performed beyond the contract time of completion, excessive overtime, and/or multiple project representatives, may require a possible adjustment to our fee proposal.

The following terms and conditions apply to QCI's fee:

- a.) Project Inspector - \$75.00 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight (8) hours per day, will be regarded as an extra for which compensation will be in the sum of \$112.00 per hour, per person for each extra hour worked.
- b.) Project Manager/CPE - \$110.00 per hour, per person.
- d.) Mileage Reimbursement - QCI shall be reimbursed the current IRS "Standard Mileage Rate" for mileage reimbursement for any required driving.
- e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour work days.
- f.) CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo loss of compensation for properly terminating scheduled daily inspection services. QCI, shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which



Mr. Aaron M. Klein, P.E.
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exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.

- g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

Thank you for allowing QCI this opportunity to participate in your request for proposal. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

Mark Pace
Regional Director of Business Development

MP/gc

C: Rick Capone, Quality Control Inspection, Inc.
Gail Cannata, Quality Control Inspection, Inc.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 1, 2019

Subject: **Commission Agenda Item – Purchase of Asphalt from Erie Materials, Inc.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase of paving material from Erie Materials for work to be performed by the Public Works, Street Division for miscellaneous in-house street repairs or for an outside entity to provide paving services related to recreational activities through the Sandusky Neighborhood Initiative (SNI).

BACKGROUND INFORMATION: Each year, the City purchases cold-mix and hot-mix asphalt in bulk. Erie Materials, Inc., a division of Erie Group of Companies, is being selected again this year as the asphalt supplier for pothole patching, parking lot improvements and asphalt surface repairs in the roadway that are due to sewer construction, water construction or normal deterioration. In addition, the City will continue performing minor resurfacing projects in-house annually.

Another possible use for purchased asphalt would be for recreational asphalt surfaces. Planning staff is discussing opportunities with qualified professionals that may be able to provide free labor and equipment to construct recreational facilities at Jaycee Park, such as the bike path and basketball court. Payment for these projects would be through the SNI.

Staff determined that Erie Materials, Gerken Paving and Riley AJ, Inc. are the only eligible providers of the materials because asphalt is temperature-sensitive and those facilities are the only asphalt plants close enough that allow city vehicles to maintain appropriate temperatures from purchase to application. Here are the 2019 material costs for those manufacturers:

	<u>Erie</u>	<u>Gerken</u>	<u>Riley</u>
ODOT 448, Type 1 (per ton)	\$61.50	\$66.50	\$62.00
ODOT 448, Type 2 (per ton)	\$54.00	\$60.00	\$55.00
301 (per ton)	\$54.00	\$58.00	\$52.00

Below is a complete cost breakdown for a one-time, one-ton purchase:

	Materials Type	Materials Cost	Travel Time	Labor Cost	Distance	Mileage Cost	Total
Erie Materials	448, Type 1	\$61.50	34 minutes	\$27.59	18.2 Miles	\$9.92	\$99.01
	448, Type 2	\$54.00					\$91.51
	301	\$54.00					\$91.51
Riley AJ, Inc.	448, Type 1	\$62.00	62 Minutes	\$49.86	41 Miles	\$23.35	\$135.21
	448, Type 2	\$55.00					\$128.21
	301	\$52.00					\$125.21
Gerken	448, Type 1	\$66.50	62 Minutes	\$49.86	41 Miles	\$23.35	\$139.71
	448, Type 2	\$60.00					\$133.21
	301	\$58.00					\$131.21

1. Labor rate used is \$48.4048/hour. 2. Mileage reimbursement is \$0.58/mile as per federal standards.

As calculated, there is a significant cost savings by purchasing from Erie Materials, Inc. compared to the other suppliers.

BUDGETARY INFORMATION: The budgeted costs for asphalt materials for 2019 as approved in the O&M and capital budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital, via Issue 8	\$105,000
Sewer Maintenance O&M	\$ 10,000
Water Distribution O&M	\$ 35,000
Street Division O&M	\$ 30,000
Sandusky Neighborhood Initiative	<u>\$ 45,000</u>
	\$225,000

A portion of the O&M budgets has already been expended to purchase maintenance materials via the temporary appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

ACTION REQUESTED: It is recommended that the purchase of this material 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 City crews to purchase asphalt materials as needed for repairs and improvements.

I concur with this recommendation:

Eric Wobser
City Manager

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Asphalt and paving materials

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.

HS Solowiej
Hank S. Solowiej, CPA
Finance Director

5-9-19
Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE MATERIALS, INC., OF SANDUSKY, OHIO, FOR ASPHALT AND PAVING MATERIAL TO BE SUPPLIED FOR IN-HOUSE STREET REPAIRS AND PROJECTS IN CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchases cold-mix and hot-mix asphalt in bulk for pothole patching, parking lot improvements, and asphalt surface repairs in the roadway that are due to sewer construction, water construction or normal deterioration, and for minor resurfacing projects in-house when appropriate; and

WHEREAS, Erie Materials, Inc., Gerken Paving, and Riley AJ, Inc. are the only local asphalt plants that can supply this temperature-sensitive material due to their proximity to the City which allows the City vehicles to maintain appropriate temperature of material from purchase to application; and

WHEREAS, prices were requested from all three (3) manufacturers and based upon the total cost per ton, per trip, Erie Materials, Inc. was determined to have the lowest and best price; and

WHEREAS, the total estimated cost for asphalt materials for 2019 is \$225,000.00 of which \$105,000.00 will be paid with Issue 8 funds from the Capital Projects Fund, \$10,000.00 from Sewer Maintenance's operating budget, \$35,000.00 from Water Distribution's operating budget, \$30,000.00 from the Street Department's operating budget, and \$45,000.00 with Neighborhood Initiative 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 City crews to purchase asphalt material as needed for repairs and minor projects; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for asphalt and paving material to be used for in-house

street repairs and minor projects in CY 2019 at an amount **not to exceed** Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00) to be paid to Erie Materials, Inc., of Sandusky, Ohio.

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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

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

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

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

Passed: May 13, 2019



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: May 1, 2019

Subject: **Commission Agenda Item – Request to purchase van for Big Island Water Works**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2019 Dodge Grand Caravan from Greve Chrysler Jeep Dodge of Van Wert, OH, for Big Island Water Works (BIWW).

BACKGROUND INFORMATION: The above listed vehicle is available for a total purchase price of \$22,229.00 through Greve Chrysler Jeep Dodge of Van Wert, OH through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS902319.

BIWW currently has a 2003 Ford Crown Vic that is no longer fit for use for its intended purpose within the division for out of town travel. However, the Division of Engineering has determined that the vehicle could fit their needs with all of the ongoing construction projects requiring site visits and has requested that the vehicle be transferred to them.

BUDGETARY INFORMATION: The total cost of the 2019 Dodge Grand Caravan is \$22,229.00 and will be paid from Water funds, which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase one (1) 2019 Dodge Grand Caravan from Greve Chrysler Jeep Dodge of Van Wert, OH, in an amount not to exceed \$22,229.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the van to be ordered and received so BIWW can begin using the vehicle at the earliest opportunity.

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: BIWW - 2019 Dodge Grand Caravan

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2019 DODGE GRAND CARAVAN FROM GREVE CHRYSLER JEEP DODGE OF VAN WERT, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE BIG ISLAND WATER WORKS (BIWW) PLANT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Big Island Water Works plant currently has a 2003 Ford Crown Victoria that is no longer fit for use for its intended purpose within the Division for out of town travel and it is recommended to replace this truck with a 2019 Dodge Grand Caravan; and

WHEREAS, the 2003 Ford Crown Victoria will be transferred to the Division of Engineering to be used for necessary visits to construction sites; and

WHEREAS, the 2019 Dodge Grand Caravan is available from Greve Chrysler Jeep Dodge of Van Wert, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the 2019 Dodge Grand Caravan is \$22,229.00 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the vehicle to be ordered and received so the Big Island Water Works plant can begin using the vehicle 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 Big Island Water Works Plant, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase a 2019 Dodge Grand Caravan from Van Wert, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS902319, for the Big Island Water Works Plant at an amount **not to exceed** Twenty Two Thousand Two Hundred Twenty Nine and 00/100 Dollars (\$22,229.00).

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

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

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

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

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

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

Passed: May 13, 2019



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: May 1, 2019

Subject: **Commission Agenda Item – Request to purchase truck for Division of Sewer Maintenance**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) 2019 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow from Lebanon Ford Commercial of Lebanon, OH, for the Division of Sewer Maintenance.

BACKGROUND INFORMATION: The above listed vehicle is available for a total purchase price of \$57,715.00 through Lebanon Ford Commercial of Lebanon, OH through the State of Ohio Department of Administrative Services cooperative purchasing program, Contract #RS902619.

The Sewer Maintenance Division currently has a 2012 Ford F450 dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction. However, the Division of Streets & Traffic has determined that the vehicle could fit a need for debris hauling and has requested that the vehicle be transferred to them. Similar trucks have been purchased in the past, which helps with maintenance and to make inventory readily available.

BUDGETARY INFORMATION: The total cost of the 2019 F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow is \$57,715.00 and will be paid from Sewer funds, which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase one (1) 2019 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow from Lebanon Ford Commercial of Lebanon, OH, in an amount not to exceed \$57,715.00. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the truck to be ordered and received, so the Division of Sewer Maintenance can begin using the vehicle at the earliest opportunity.

I concur with this recommendation:

Eric Wobser
City Manager

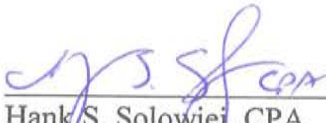
Aaron Klein, P.E.
Director

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Sewer Maintenance - 2019 F450

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2019 FORD F450 4X4 REGULAR CHASSIS CAB TRUCK WITH DUMP BODY AND PLOW FROM LEBANON FORD COMMERCIAL OF LEBANON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SEWER MAINTENANCE DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sewer Maintenance Division currently has a 2012 F450 dump truck that is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy construction and it is recommended to replace this truck with a 2019 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow; and

WHEREAS, the 2012 Ford F450 truck will be transferred to the Division of Streets & Traffic for debris hauling; and

WHEREAS, the 2019 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow is available from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price for the 2019 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow is \$57,715.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Sewer Maintenance Division can begin using the vehicle 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 Sewer Maintenance Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase a 2019 Ford F450 4x4 regular chassis cab, dual rear-wheel truck with dump body and plow from Lebanon Ford Commercial of Lebanon, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #RS902619, for the Sewer Maintenance Distribution Division at an amount **not to**

exceed Fifty Seven Thousand Seven Hundred Fifteen and 00/100 Dollars (\$57,715.00).

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

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

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

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

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

Passed: May 13, 2019



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: May 1, 2019

Subject: Commission Agenda Item – Request to purchase trucks for Division of Streets & Traffic

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of two (2) 2020 Freightliner M2-106 Conventional Cab & Chassis from Valley Freightliner & Western Star, Inc. of Parma, OH for the Division of Streets & Traffic.

BACKGROUND INFORMATION: The above listed vehicles are available for a purchase price of \$81,068.00 each, through Valley Freightliner & Western Star, Inc. of Parma, OH through the Ohio Department of Transportation cooperative purchasing program, Contract #023-19.

The Streets & Traffic Division currently has two (2) 1996 Ford F800 dump trucks that are no longer fit for use for their intended purpose within the division due to age and limitations for heavy construction. The Fleet Foreman is recommending both vehicles be kept for replacement parts and back-up use.

Once commission approval is received, a communication for the up fit for these trucks, with dump bed and snow/ice control equipment will be forthcoming.

BUDGETARY INFORMATION: The cost of each 2020 Freightliner M2-106 Conventional Cab & Chassis is \$81,068.00, with a total cost being \$162,136.00. \$65,000.00 will be paid from Issue 8 funds from the Capital Projects Fund and \$97,136.00 will be paid from the Streets Capital Projects Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase two (2) 2020 Freightliner M2-106 Conventional Cab & Chassis from Valley Freightliner & Western Star, Inc. of Parma, OH, in an amount not to exceed \$162,136.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the trucks to be ordered and received so the Division of Streets & Traffic can begin using the vehicles at the earliest opportunity.

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: Streets/Traffic - 2020 Freightliner

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2020 FREIGHTLINER M2-106 CONVENTIONAL CAB & CHASSIS TRUCKS FROM VALLEY FREIGHTLINER & WESTERN STAR, INC. OF PARMA, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM FOR THE STREETS & TRAFFIC DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Streets & Traffic Division currently has two (2) 1996 F800 Dump Trucks that are no longer fit for use for their intended purpose within the division due to their age and limitations for heavy construction and it is recommended to replace these trucks with a 2020 Freightliner M2-106 Conventional Cab & Chassis trucks; and

WHEREAS, the 1996 Ford F800 dump trucks will be retained for replacement parts and back-up vehicles; and

WHEREAS, the two (2) Freightliner M2-106 Conventional Cab & Chassis trucks are available from Valley Freightliner & Western Star, Inc. of Parma, Ohio, through the State of Ohio Department of Transportation Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the purchase price of a 2020 Freightliner M2-106 Conventional Cab & Chassis truck is \$81,068.00 for a total cost of \$162,136.00 of which \$65,000.00 will be paid with Issue 8 funds from the Capital Projects Fund and \$97,136.00 will be paid with Streets Capital Projects Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Streets & Traffic Division can begin using the vehicle 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 Streets & Traffic Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to purchase two (2) Freightliner M2-106 Conventional Cab & Chassis trucks from Valley Freightliner & Western Star, Inc. of Parma, Ohio, through the State Of Ohio Department Of Transportation Cooperative Purchasing Program, Contract #023-19, for the

Streets & Traffic Division, at an amount **not to exceed** One Hundred Sixty Two Thousand One Hundred Thirty Six and 00/100 Dollars (\$162,136.00).

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

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

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

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

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

Passed: May 13, 2019



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

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

Date: May 1, 2019

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

ITEM FOR CONSIDERATION: Legislation declaring a 1973 Caterpillar Tow Motor unnecessary and unfit for City use and authorizing the purchase of one (1) CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck from Towlift, Inc. of Cleveland, OH, for the Wastewater Treatment Plant (WWTP).

BACKGROUND INFORMATION: The above listed equipment is available for a total purchase price of \$66,347.88, through Towlift, Inc. of Cleveland, OH through Sourcewell, formally the National joint Powers Alliance, contract purchasing program, Contract #101816-MCF. Sourcewell's Contract Purchasing Program allows local political subdivisions to purchase items that have been competitively bid from the successful State or National vendor thereby giving the City the benefit of the competitively bid price and eliminating the necessity of formal bidding by the City.

The WWTP currently has a 1973 Caterpillar Tow Motor, Model 6705, Serial #55L352, which is no longer fit for use for its intended purpose within the division due to its age and limitations for heavy lifting at the plant. The Fleet Foreman is recommending that the 1973 Caterpillar Tow Motor be sold on GovDeals with the proceeds from sale to be deposited in the Sewer Fund.

BUDGETARY INFORMATION: The total cost of the CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck is \$66,347.88 and will be paid from Sewer funds, which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared declaring a 1973 Caterpillar Tow Motor unnecessary and unfit for City use and approval to purchase a one (1) CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck from Towlift, Inc. of Cleveland, OH, in an amount not to exceed \$66,347.88. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the equipment to be ordered and received, so the WWTP can begin using the equipment at the earliest opportunity.

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

**CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE**

In the matter of: WWTP - CAT Tire Lift Truck

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE DECLARING A 1973 CATERPILLAR TOW MOTOR AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A CAT PNEUMATIC TIRE LIFT TRUCK FROM TOWLIFT, INC. OF CLEVELAND, OHIO, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE WASTE WATER TREATMENT PLANT (WWTP); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined by the Fleet Maintenance Chief Foreman that the 1973 Caterpillar Tow Motor, Model #6705, Serial # 55L352, that is used by the WWTP for heavy lifting has exceeded its useful life expectancy and is no longer of any use to the City and is recommending this motor be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Sewer Fund; and

WHEREAS, it is recommended to replace the 1973 Caterpillar Tow Motor with a new CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck; and

WHEREAS, Sourcewell's (formerly National Joint Powers Alliance (NJPA)) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase a new CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck that has been competitively bid and made available through the membership from Towlift, Inc. of Cleveland, Ohio; and

WHEREAS, the total cost the AT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck is \$66,347.88 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the truck to be ordered and received so the Waste Water Treatment Plant can begin using the truck 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 Waste Water Treatment Plant, 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 1973 Caterpillar Tow Motor, Model #6705, Serial # 55L352, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the Sewer Fund.

Section 2. The City Manager is authorized and directed to expend funds for the purchase a CAT 12,000 lb. Capacity LP Pneumatic Tire Lift Truck from Towlift, Inc. of Cleveland, Ohio, through the Sourcewell (formerly National Joint Powers Alliance) Cooperative Purchasing Program (Contract #101816-MCF) for the Waste Water Treatment Plant (WWTP) at an amount **not to exceed** Sixty Six Thousand Three Hundred Forty Seven and 88/100 Dollars (\$66,347.88).

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

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

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

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

Passed: May 13, 2018



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: April 26, 2019

Subject: Commission Agenda Item – Award 2019 Sidewalk Repair & Replacement Project to Smith Paving and Excavating Inc.

ITEM FOR CONSIDERATION: Legislation awarding a contract to Smith Paving & Excavating Inc. of Norwalk, Ohio for the 2019 Sidewalk Repair & Replacement project.

BACKGROUND INFORMATION: The 2019 Sidewalk Repair & Replacement project includes over 6,420 square feet of sidewalk and 148 linear feet of curb. This includes several residential locations and improvements to heaved slabs within one quadrant of Washington Park. Staff is hoping to complete all needed sidewalk repairs within the park over the next 5 years. Attached is a listing of the locations included in this project.

The following bids were received on April 5, 2019:

Smith Paving & Excavating Inc.	\$60,798.00	Base Bid
Norwalk, Ohio	\$9,940.00	Contingency
100% Bond	\$70,738.00	Total Bid
 D.L Smith Concrete, LLC	 \$84,768.00	 Base Bid
Norwalk, Ohio	\$9,940.00	Contingency
100% Bond	\$94,708.00	Total Bid
 Holcomb Enterprises, LLC	 \$88,142.00	 Base Bid
Port Clinton, Ohio	\$9,940.00	Contingency
100% Bond	\$98,082.00	Total Bid
 Precision Paving Inc.	 \$87,912.00	 Base Bid
Milan, Ohio	\$9,940.00	Contingency
100% Bond	\$97,852.00	Total Bid
 The Kreimes Co.	 \$82,818.75	 Base Bid
Sandusky, Ohio	\$9,940.00	Contingency
100% Bond	\$97,758.75	Total Bid

The engineer's estimate for the base bid, including the \$9,940 contingency is \$93,282.50.

The schedule requires completion within 45 days of the Notice to Proceed, which would be in September of 2019.

BUDGETARY INFORMATION: The estimated cost of the project based on bids, including legal advertisement and recording fee, is \$70,915.60 and will 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 Smith Paving and Excavating Inc. of Norwalk, Ohio for the 2019 Sidewalk Repair & Replacement Project in an amount not to exceed \$70,738.00 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 and preparing for sidewalk replacement as soon as possible as concrete work cannot be completed during inclement weather and we'd like to complete the project downtown prior to the heavier tourism season begins.

I concur with this recommendation:

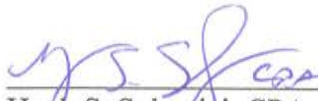
Eric Wobser
City Manager

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

***CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE***

In the matter of: 2019 Sidewalk & Repair Project

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SMITH PAVING & EXCAVATING, INC., OF NORWALK, OHIO, FOR THE 2019 SIDEWALK REPAIR & REPLACEMENT 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 for the City to proceed with the proposed 2019 Sidewalk Repair & Replacement Project by Resolution No. 010-19R, passed on March 11, 2019; and

WHEREAS, the 2019 Sidewalk Repair & Replacement Project consists of over 6,420 square feet of sidewalk repairs and 148 linear feet of curb repairs and includes several residential locations and improvements to heaved slabs within Washington Park; and

WHEREAS, upon public competitive bidding as required by law five (5) appropriate bids were received and the bid from Smith Paving & Excavating, Inc., of Norwalk, 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 recording fee is \$70,915.60 and 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 for the contractor to begin removing and preparing for sidewalk replacement as soon as possible as concrete work cannot be completed during inclement weather and to complete the downtown portion of project prior to the tourism season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Smith Paving & Excavating, Inc., of Norwalk, Ohio, for the 2019 Sidewalk Repair & Replacement Project in an amount **not to exceed** Seventy Thousand Seven Hundred Thirty Eight and 00/100 Dollars (\$70,738.00) consistent with the bid submitted by Smith Paving & Excavating, Inc., of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

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

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

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

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

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

Passed: May 13, 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

Date: April 22nd, 2019

Subject: **Commission Agenda Item – Dell Tablets for Inspectors**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of seven new Dell Tough Tablets through the State of Ohio Department of Administrative Services Cooperative Purchasing Program from Dell Marketing L.P. of Round Rock, TX.

BACKGROUND INFORMATION:

Our inspectors currently go out in the field and carry out inspections on paper, then return to the office and transcribe this information in to their management software. Not only is this double-entry from a data point of view, it is also time consuming and not the ideal use of their time.

Proposed Solution:

By purchasing these tablets, which are designed for use in all weather, we allow our inspectors to carry out their tasks once and update their new system in real-time. They will be able to spend more time in the field and be able to issue permits etc. on the spot. Not only will this be a great time saver, it will also allow more responsive customer service. The tablets also double as their workstations, which were scheduled to be replaced this year.

BUDGETARY INFORMATION: The cost of the project is \$17,736.13 and will be expensed from the Code Enforcement Division's operating budget in the amount of \$7,736.13, from the Building Division's operating budget in the amount of \$5,000.00, from the Rental Registration Fund in the amount of \$2,500.00 and \$2,500.00 from the Engineering Division's operating budget.

ACTION REQUESTED: Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of seven new Dell Tough Tablets from Dell Marketing, L.P. of Round Rock, TX. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the order, so the inspectors can begin using the tablets at the earliest opportunity.

Stuart Hamilton
I.T Manager

Eric Wobser
City Manager

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

***CHIEF FINANCIAL OFFICER'S CERTIFICATION OF
FUNDS AVAILABLE***

In the matter of: Dell tablets - Code/Building/Eng

It is hereby certified that the moneys required to meet the obligations of the City of Sandusky have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Rev. Code Sections 5705.41 and 5705.44.



Hank S. Solowiej, CPA
Finance Director

5-9-19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE SEVEN (7) DELL RUGGED TABLETS AND ASSOCIATED DOCKING HARDWARE FROM DELL MARKETING L.P. OF ROUND ROCK, TEXAS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM TO BE USED BY INSPECTORS IN THE DIVISIONS OF CODE ENFORCEMENT, BUILDING, AND ENGINEERING; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, currently inspections are performed and written on paper in the field and then transcribed and entered into the management software in the office and these tablets will allow inspectors to perform tasks and update the system in real-time, issue permits immediately, and spend more time in the field and more time responsive to citizens and customer service; and

WHEREAS, the Dell Rugged Tablets and associated docking hardware from Dell Marketing L.P. of Round Rock, Texas, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost of the seven (7) Dell rugged tablets and associated docking hardware is \$17,736.13 and will be paid with Code Enforcement Division's operating funds in the amount of \$7,736.13, Building Division's operating funds in the amount of \$5,000.00, Rental Registration Funds in the amount of \$2,500.00, and Engineering Division's operating funds in the amount of \$2,500.00; 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 order and purchase the equipment and allow the inspectors to begin utilizing the tablets at the earliest opportunity; and

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

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

Section 1. The City Manager is authorized and directed to purchase seven (7) Dell Rugged Tablets and associated docking hardware to be used by Inspectors in the Divisions of Code Enforcement, Building, and Engineering through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #534109, from Dell Marketing L.P., of Round Rock, Texas, at an amount

not to exceed Seventeen Thousand Seven Hundred Thirty Six and 13/100 Dollars (\$17,736.13).

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

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

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

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

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

Passed: May 13, 2019