



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 28, 2019 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	D. Waddington
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, D. Brady, N. Twine, D. Murray, W. Poole, N. Lloyd & G. Lockhart
APPROVAL OF MINUTES	May 13, 2019
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Hank Solowiej, Finance Director

APPROPRIATION AMENDMENT #1

Budgetary Information: Appropriation amendments are required to update the budget for previous actions of the city. Examples include, but are not limited to: 1) recycling collection at Cement Avenue; 2) West side connectivity project; 3) transit grant; 4) Safe Routes to Schools project; 5) Justice Center design; 6) tablets for Code Enforcement, Building and Planning; and 7) Cemetery endowments.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment No. 1 to Ordinance No. 19-054 passed by this city commission on March 25, 2019, making general appropriations for the Fiscal Year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Aaron Klein, Director of Public Works

AUTHORIZATION TO SUBMIT VARIOUS APPLICATIONS FOR ENVIRONMENTAL AND REGULATORY PERMITS FOR SANDUSKY BAY INITIATIVE PROJECTS

Budgetary Information: There is no cost to approve this resolution. All costs for the projects have been provided by, or through, the Ohio Department of Natural Resources.

RESOLUTION NO. _____: It is requested a resolution be passed authorizing and approving the submission of an application to the U.S. Army Corps of Engineers to obtain a Department of Army permit, submittal of an application to the State of Ohio to obtain a submerged lands lease, if required to implement the project, a shore structure permit, and a water quality certification, and submittal to the U.S. Coast Guard for private aids to navigation in connection with the planned Sandusky Bay Initiative project; and declaring that this resolution take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Debi Eversole, Housing Development Specialist

ACCEPTANCE OF FOUR PARCELS FOR THE CITY'S LAND BANK PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$204 to pay for the title exams and transfer fees. The city will not collect the \$1,623.12 owed to the city in special assessments, nor will the taxing districts collect the \$7,514.49 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$2,413.18 per year.

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

D. Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENT FOR PARCEL LOCATED AT 1413 HUNTINGTON AVENUE THROUGH THE LAND BANK PROGRAM

Budgetary Information: The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees and deed preparation associated with the property. Any such costs shall be recouped by the city from the nonrefundable earnest money deposits required to be paid by the purchaser 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 \$150 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. 57-02341.000, located at 1413 Huntington Avenue, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale 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.

E. Submitted by Debi Eversole, Housing Development Specialist

PURCHASE AND SALE AGREEMENT FOR PARCEL LOCATED AT 823 THIRD STREET

Budgetary Information: The cost associated with this purchase and sale agreement is the total amount of the title search, lot combination and survey, 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 \$1,584 per year in real estate taxes.

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. 57-04622.000, located at 823 Third 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.

REGULAR AGENDA ITEMS

SECOND 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 1632 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.

SECOND READING

ITEM #2 – 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 #3 – Submitted by Arielle Blanca, Community Development Manager

APPROVAL OF ONE-YEAR ACTION PLAN AND 2019 – 2023 FIVE YEAR CONSOLIDATED PLAN

Budgetary Information: There is no impact on the city’s general fund. All projects in the program will be paid for with CDBG funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept an entitlement grant in the amount of \$721,669 total Community Development Block Grant funds for the Program Year of July 1, 2019, through June 30, 2020, and to submit to the United States Department of Housing and Urban Development a five-year Consolidated Plan containing a One-Year Action Plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Hank Solowiej, Finance Director

ISSUANCE AND SALE OF URBAN RENEWAL REVENUE BONDS

Budgetary Information: The urban renewal revenue bonds are for an amount not to exceed \$4,700,000 for costs associated with the Jackson Street Pier rehabilitation project and the Shoreline Drive rehabilitation project. This issue is expected to have a maturity of one year.

MOTION TO ACCEPT FISCAL OFFICER’S CERTIFICATE

ORDINANCE NO. _____: It is requested an ordinance be passed providing for the issuance and sale of urban renewal temporary revenue bonds in the maximum principal amount of \$4,700,000 in anticipation of the issuance of definitive urban renewal revenue bonds for the purpose of paying costs of city urban renewal project activities in the second urban renewal plan area, and declaring an emergency.

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

APPROVAL OF OWDA LOAN FOR SHORELINE DRIVE REHABILITATION PROJECT

Budgetary Information: For the city-wide and wholesale rate studies recently finalized, it was anticipated an OWDA loan would be obtained for this project. The total cost of the loan will be as follows:

Construction and design	\$4,791,661.00
Contingency (10%)	479,166.10
OWDA Administrative fee (.35%)	18,447.89
Capitalized Interest (2.79%)	<u>221,356.16</u>
TOTAL:	\$5,510,631.15

The entire cost would be reimbursed over 30 years from the sewer and water funds via a low interest loan. Final loan amounts will be based on actual final costs and interest will be based on the rate at the time the project closes.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority to finance the cost of design and construction for the Shoreline Drive rehabilitation project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #6 – Submitted by Jane Cullen, Assistant City Engineer

APPROVAL OF CHANGE ORDER #2 AND FINAL WITH CASH SERVICES, LLC FOR CEDAR POINT WATER MAIN IMPROVEMENT PROJECT

Budgetary Information: Change Order #1 was approved at the March 11, 2019, City Commission meeting per Ordinance 19-044 in the amount of \$45,666.66 and revised the contract amount to \$448,774.16. Change Order #2 in the amount of \$13,040.37 will revise the contract amount of \$448,774.16 to \$461,814.53. The additional costs are paid by the water fund. As mentioned in the agenda for Change Order #1, Cedar Fair will be reimbursing the city \$17,874.16 for the work involving the removal and replacement of the C Channel lateral bracing under the bridge.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the second and final change order for work performed by Cash Services, LLC, of Millburn, Ohio, for the Cedar Point water main improvement project in the amount of \$13,040.37; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES FOR WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT

Budgetary Information: The estimated amount of the consultant fee for professional services is not to exceed \$28,525 with \$14,975 from sewer funds, \$10,162 from water funds and \$3,388 from capital projects funds (Issue 8). This cost does not include negotiated payments for the acquisition.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional property and easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #8 – Submitted by Stuart Hamilton, IT Manager and Richard Wilcox, Fire Chief

PURCHASE OF DELL SERVER FROM DELL MARKETING L.P. FOR FIRE DEPARTMENT

Budgetary Information: The cost for this purchase will not exceed \$12,308.62 and will be paid with funds from the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a Dell PowerEdge server from Dell Marketing L.P., of Round Rock, Texas, through the State of Ohio Department of Administrative Services cooperative purchase program for the Fire Department; 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:

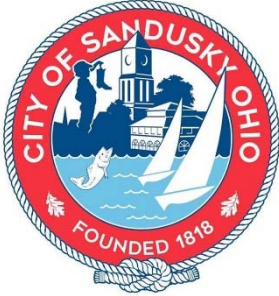
Monday, May 28, at 8:30 p.m.

Tuesday, May 29 at 5 p.m.

Monday, June 3 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 



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: May 15, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #1 to the 2019 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the budget for previous actions of the City. Examples include, but are not limited to:

- Recycling collection at Cement Avenue
- West Side Connectivity project
- Transit grant
- Safe Routes to Schools project
- Justice Center design
- Tablets for Code Enforcement/Building/Planning
- Cemetery Endowments

ACTION REQUESTED:

It is requested the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter so that the budget amounts can be entered into the financial system and purchases can be made to continue the flow of city operations.

CC: Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 1 TO ORDINANCE NO. 19-054 PASSED BY THIS CITY COMMISSION ON MARCH 25, 2019, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Transit, Parks & Recreation, Indigent Telephone, Capital Projects, Special Assessment, Bond Retirement, Special Assessment Bond Retirement, Water, Sewer, General Trust, and Cemetery Endowment Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

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

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

Section 1. Ordinance No. 19-054 passed by this City Commission on the 25th day of March, 2019, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
BUILDING DIVISION	-	29,000	29,000
HORTICULTURAL SERVICES	-	35,000	35,000
PARKING METER	-	1,000	1,000
GENERAL FUND	0	65,000	65,000
2017 PUBLIC TRANSIT	-	20	20
2018 PUBLIC TRANSIT	-	36,000	36,000
2019 PUBLIC TRANSIT FUND	-	(36,000)	(36,000)
TRANSIT FUND	0	20	20
SANDUSKY BAY PAVILION	-	2,500	2,500
PARKS & RECREATION FUND	0	2,500	2,500
INDIGENT TELEPHONE FUND	-	16,000	16,000

EMS	-	150,000	150,000
SAND BAY STRATEGIC RESTORATION INITIATIVE	6,000	-	6,000
SAFE ROUTES TO SCHOOLS	-	300,000	300,000
PROGRAMMING/MARKETING	-	50,000	50,000
CITY HALL RELOCATION	-	425,000	425,000
JUSTICE CENTER	-	50,000	50,000
CAPITAL PROJECTS FUND	6,000	975,000	981,000
RENTAL REGISTRATION FEE	-	65,000	65,000
SPECIAL ASSESSMENT FUND	0	65,000	65,000
LIBRARY LEVY	-	10,000	10,000
BOND RETIREMENT FUND	0	10,000	10,000
SPECIAL ASMNT BOND RETIREMENT FUND	0	3,800	3,800
WEST SIDE CONNECTIVITY	-	225,000	225,000
WATER FUND	0	225,000	225,000
WEST SIDE CONNECTIVITY	-	175,000	175,000
SEWER FUND	0	175,000	175,000
CONTRABAND TRUST FD	-	21,000	21,000
DRUG LAW ENFORCEMENT TRUST	-	(24,000)	(24,000)
FED FORFEITURE	-	(23,000)	(23,000)
GREEN TRUST	-	500	500
FRIENDS OF THE GREENHOUSE	-	2,000	2,000
GENERAL TRUST FUND	0	(23,500)	(23,500)
GARDEN MAUSOLEUM	-	4,000	4,000
SPECIAL CARE	-	1,000	1,000
CEMETERY ENDOW FUND	0	5,000	5,000
TOTAL ALL FUNDS	6,000	1,518,820	1,524,820

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

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

thereof.

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

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

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

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

Passed: May 28, 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: Aaron M. Klein, P.E.

Date: May 15, 2019

Subject: **Commission Agenda Item – Sandusky Bay Initiative approval to submit various applications**

ITEM FOR CONSIDERATION: Resolution authorizing the City of Sandusky to submit various applications for environmental and regulatory permits related to the Sandusky Bay Initiative projects and designating signatory authority to the City Manager for the Submerged Lands Lease.

BACKGROUND INFORMATION: In 2018, the City completed substantial design of three large projects as part of the Sandusky Bay Initiative (SBI), which was made possible with federal funding provided through the Ohio Department of Natural Resources (ODNR). Each project was split into several phases that would directly address existing challenges including deterioration of natural shorelines, habitat and ecosystem restoration, beneficial reuse of dredged material, and excessive nutrient and sediment loads causing harmful algal blooms (HAB).

SBI Project 2, renamed Sandusky Bay Causeway Wetland Restoration (CWR), is located along the western edge of the Cedar Point Causeway immediately to the south of the overflow/employee parking lot. Foth infrastructure & Environment, LLC is proceeding with Phase I of the CWR per ordinance 18-184. Since the work involves construction within Sandusky Bay, various permits are required from state and local agencies.

Approval of this legislation will authorize the City Manager to sign and submit applications to the U.S. Army Corps of Engineers (Department of Army Permit), the Ohio Department of Natural Resources (Submerged Lands Lease, Shore Structure Permit), Ohio Environmental Protection Agency (Water Quality Certification) and the U.S. Coast Guard (Private Aids to Navigation).

The State of Ohio placed a ban on open lake disposal of dredged material in 2020 so this project is intended to begin next summer to coincide with the Army Corps of Engineers dredging schedule for Sandusky Bay next fall. Since regulatory reviews can last up to 18 months, it is imperative that conversations begin immediately, and those agencies will not authorize conversations until this legislation is passed.

BUDGETARY INFORMATION: There is no cost to approve this resolution. All costs for the projects have been provided by, or through, the Ohio Department of Natural Resources (ODNR).

ACTION REQUESTED: It is requested that a Resolution be passed to allow the City Manager to apply for various environmental and regulatory permits with the US Army Corps of Engineers, State of Ohio and US Coast Guard under suspension of the rules in accordance with Section 14 of the City Charter so the applications can be filed and conversations initiated to meet the construction schedule for the project.

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 AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION TO THE U.S. ARMY CORPS OF ENGINEERS TO OBTAIN A DEPARTMENT OF ARMY PERMIT, SUBMITTAL OF AN APPLICATION TO THE STATE OF OHIO TO OBTAIN A SUBMERGED LANDS LEASE, IF REQUIRED TO IMPLEMENT THE PROJECT, A SHORE STRUCTURE PERMIT, AND A WATER QUALITY CERTIFICATION, AND SUBMITTAL TO THE U.S. COAST GUARD FOR PRIVATE AIDS TO NAVIGATION IN CONNECTION WITH THE PLANNED SANDUSKY BAY INITIATIVE PROJECT; AND DECLARING THAT THIS RESOLUTION TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has determined that it is in the best interest of the City to construct improvements to support aquatic habitat restoration in the Sandusky Bay through the beneficial use of dredged material and in connection with the Sandusky Bay Initiative Project; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into Professional Services & Subgrant Agreements with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for Area 1 & 2 Projects, and Biohabitats, Inc., of Baltimore, Maryland, for Area 3 Project for the Sandusky Bay Initiative Project by Ordinance No. 17-130 and No. 17-131, passed on June 26, 2017; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Second Amendment to the Professional Services & Subgrant Agreement with Foth Infrastructure & Environment, LLC, of De Pere, Wisconsin, for the Sandusky Bay Causeway Wetland Restoration Project related to the Sandusky Bay Initiative by Ordinance No. 18-184, passed on September 10, 2018; and

WHEREAS, the City desires to file an application with the U.S. Army Corps of Engineers to obtain a Department of Army permit for the Sandusky Bay Initiative Project; and

WHEREAS, the City desires to file an application with Ohio Department of Natural Resources to obtain a Shore Structure Permit, Consistency Certification and to enter into a Submerged Lands Leases with New Lease Area limits through the submission of a legal plat description, if required to implement the project; and

WHEREAS, the City determines that the New Lease Area for the project footprint will not interfere with navigation and water commerce and such uses will comply with regulations of permissible land use under applicable City of Sandusky plans; and

WHEREAS, the City desires to file an application with Ohio Environmental Protection Agency to obtain a Water Quality Certification for the Sandusky Bay Initiative Project; and

WHEREAS, the City desires to file an application with the U.S. Coast Guard for Private Aids to Navigation related to the Sandusky Bay Initiative Projects and

WHEREAS, the Sandusky Bay Initiative Project is scheduled to begin the Summer of 2020 to coincide with the Army Corps of Engineers dredging schedule for Sandusky Bay in the Fall of 2020 and since regulatory reviews can take up to 18 months, it is imperative that conversation begin immediately, and approval by

this City Commission to submit the requested applications is required to initiate conversation with the various agencies; 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 for the applications to be filed and initiate conversations with the appropriate agencies to meet the construction schedule for the project; and

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

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

Section 1. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for a Department of Army Permit and that the City Manager, Eric Wobser, is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain a Department of Army permit for the Sandusky Bay Initiative Project.

Section 2. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for an Ohio Department of Natural Resources Shore Structure Permit, Consistency Certification and Submerged Lands Lease (if required to implement the project) and that the City Manager, Eric Wobser, is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain an Ohio Department of Natural Resources Shore Structure Permit, Consistency Certification and Submerged Lands Lease, if required to implement the project, as required for the Sandusky Bay Initiative Project.

Section 3. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application for a Water Quality Certification from the Ohio Environmental Protection Agency and that the City Manager, Eric Wobser, is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain a Water Quality

Certification from the Ohio Environmental Protection Agency for the Sandusky Bay Initiative Project.

Section 4. This City Commission on behalf of the City of Sandusky does hereby authorize and approve submission of an application to the U.S. Coast Guard for Private Aids to Navigation related to the Sandusky Bay Initiative Project and that the City Manager, Eric Wobser, is hereby authorized and directed to take such further actions and execute such further documents necessary to obtain authorization from the U.S. Coast Guard.

Section 5. This City Commission on behalf of the City of Sandusky hereby finds and determines that the submerged lands included in the Sandusky Bay Initiative Project are not necessary or required for the construction, maintenance, or operation by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, improvements, and marginal highways in aid of navigation and water commerce and that the land uses comply with regulation of permissible land use under all waterfront plans of the City of Sandusky.

Section 6. 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 7. 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 8. 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.

PAGE 4 - RESOLUTION NO. _____

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

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

Passed: May 28, 2019



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: May 14, 2019

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept four (4) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The city spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. The four (4) parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on April 15, 2019. The four (4) parcels have vacant structures on them.

- The structure located at 507 Meigs Street is a vacant one-story, single-family residential structure with a lot size of 35' x 53'. It has 676 sq. ft. of living space with three (3) bedrooms one (1) bathroom. Upon acquisition, the structure will be evaluated for rehabilitation.
- The structure located at 805 N. Depot Street is a vacant two-story, single-family residential structure with a lot size of 29' x 99'. It has 1140 sq. ft. of living space with three (3) bedrooms and one (1) bathroom. Upon acquisition, the structure will be evaluated for rehabilitation, but appears to be a good candidate for demolition.
- The structure located at 601 McDonough Street is a vacant two-story, single-family residential structure with a lot size of 33' x 83'. It has 1906 sq. ft. of living space with three (3) bedrooms and one and a half (1 ½) bathroom. Upon acquisition, the structure will be evaluated for rehabilitation.

- The structure at 629 E. Adams Street is a vacant one-story, single-family residential structure with a lot size of 26' x 67'. It has 1065 sq. ft. of living space with one (1) bedroom and one (1) bathroom. Upon acquisition, the structure will be evaluated for rehabilitation.

The Land Bank Committee has determined that the acquisition of the four (4) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

BUDGET IMPACT: The cost of these acquisitions will be approximately Two Hundred Four Dollars (\$204.00) to pay for the title exams and transfer fees. The City will not collect the One Thousand Six Hundred Twenty Three Dollars and Twelve Cents (\$1,623.12) owed to the City in special assessments, nor will the taxing districts collect the Seven Thousand Five Hundred Fourteen Dollars and Forty Nine Cents (\$7,514.49) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately Two Thousand Four Hundred Thirteen Dollars and Eighteen Cents per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire four (4) parcels of land through the City of Sandusky, s Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

Debi Eversole, Housing Development Specialist

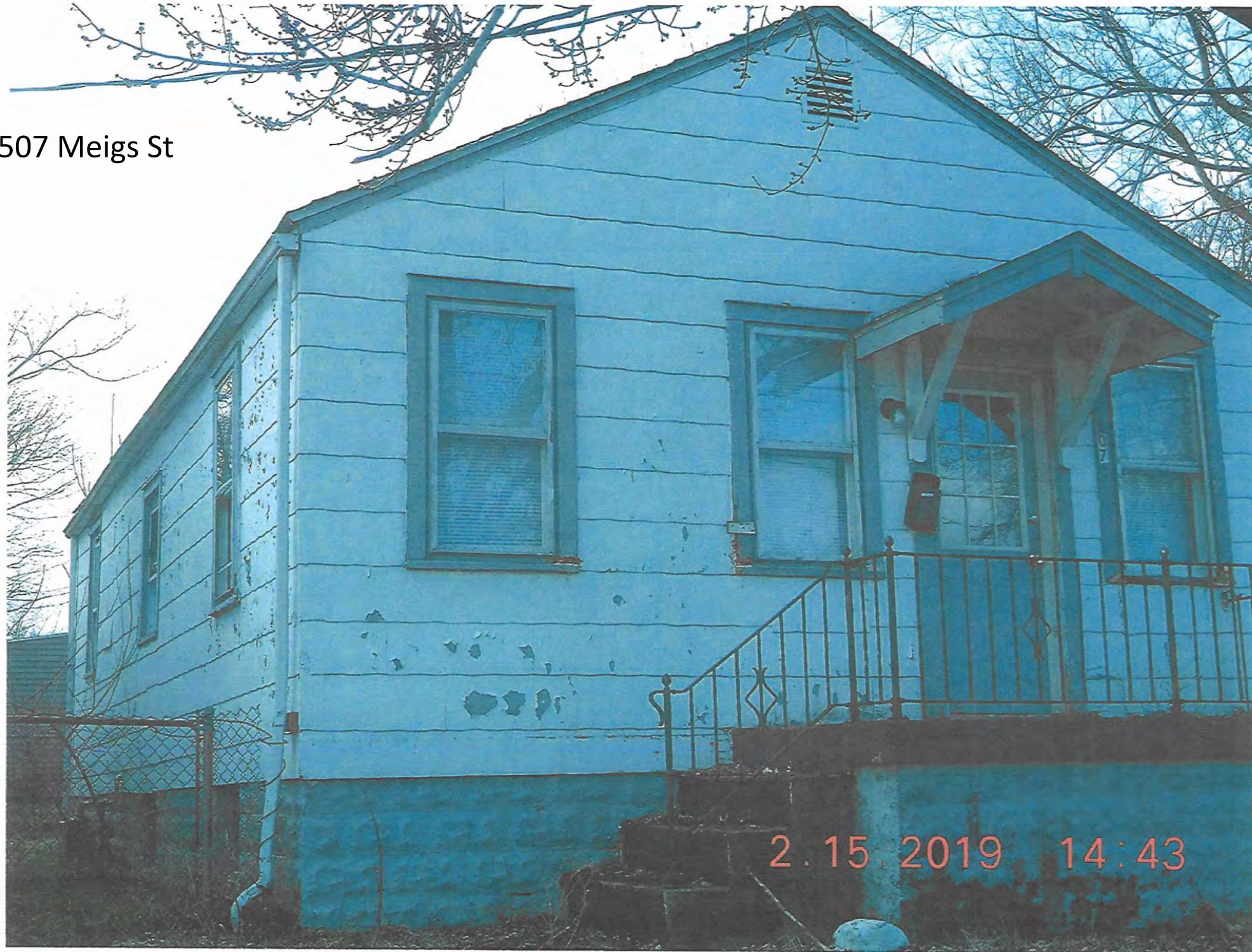
I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

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

507 Meigs St



805 N. Depot St



2.15.2019 14:52

601 McDonough St



2.15.2019 14:48

629 E. Adams St

2.15.2019 14:58



RESOLUTION NO. _____

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

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

WHEREAS, it is requested that the City accept four (4) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

WHEREAS, the four (4) parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on April 15, 2019; and

WHEREAS, upon City Commission approval, these four (4) parcels with vacant structures located at 507 Meigs Street, 805 N. Depot Street, 601 McDonough Street, and 629 E. Adams Street will be evaluated for rehabilitation and the properties that cannot be rehabilitated will be demolished; and

WHEREAS, the cost of the acquisitions will be approximately \$204.00 for the cost of title exams and transfer fees and these costs may be recouped by the City upon sale of the properties; and

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

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program four (4) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

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

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

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

Passed: May 28, 2019

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
56-00579.000	507 Meigs St	Cold Water Capital LLC	1,136.12	816.98	277.28	2,230.38	498.96
Proposed Use: 2018CV0432	This is a vacant one-story, single-family residential structure with a lot size of 35' X 53'. It has 676 sq. ft. of living space with three bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.						
58-02827.000	805 N. Depot	Nancy Mae Sluss	2,099.96	297.55	141.74	2,539.25	680.00
Proposed Use: 2018CV0433	This is a vacant two-story, single-family residential structure with a lot size of 29' X 99'. It has 1140 sq. ft. of living space with three bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation, but it appears to be a good candidate for demolition.						
59-00311.000	601 McDonough	Billie J. Feltner	2,566.17	0.00	206.06	2,772.23	861.78
Proposed Use: 2018CV0504	This is a vacant two-story, single-family residential structure with a lot size of 33' X 83'. It has 1906 sq. ft. of living space with three bedrooms and one and a half bathroom. Upon acquisition it will be evaluated for rehabilitation.						
56-00584.000	629 Adams St	Lucy B. Irby	1,712.24	508.59	362.82	2,583.65	372.44
Proposed Use: 2018CV0519	This is a vacant one-story, single-family residential structure with a lot size of 26' X 67'. It has 1065 sq. ft. of living space with one bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.						
			7,514.49	1,623.12	987.90	10,125.51	2,413.18



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: May 15, 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 a 'Purchase and Sale Agreement' for non-productive land currently in the City of Sandusky's Land Reutilization Program that is no longer needed for any municipal purpose. The Parcel in consideration is located on Huntington Avenue, further identified as 1413 Huntington Avenue, Erie County Parcel No. 57-02341.000, 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. 57-02341.000 by Resolution No. 010-13R, passed on March 11, 2013. 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. Theotis Jones is the adjoining property owner to the east of the Parcel identified as 1413 Huntington Avenue, Erie County Parcel No. 57-02341.000, Sandusky, Ohio, and has requested acquisition of this nonproductive land. Jose Rodriguez is the adjoining property owner to the west of the Parcel identified as 1413 Huntington Avenue, Erie County Parcel No. 57-02341.000, Sandusky, Ohio, and did not express interest in the acquisition of this nonproductive land. The Land Bank Administrator has verified that Mr. Jones qualifies 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 April 15, 2019.

BUDGET IMPACT: The cost associated with this purchase agreement is the total amount of the title examination, recording and transfer fees and deed preparation associated with the property. Any such costs shall be recouped by the City from the nonrefundable earnest money deposits required to be paid by Purchaser upon sale. By returning this nonproductive land to tax producing status, the taxing districts will begin collecting real property taxes in the amount of approximately one hundred fifty dollars (\$150.00) 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 1413 Huntington Avenue, Erie County Parcel No. 57-02341.000 to the adjoining property owner Theotis Jones. 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 agreement in a timely manner to ensure maintenance of the lot.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matt Lasko, Chief Development Officer

Eric L. Wobser, City Manager

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-02341.000, LOCATED AT 1413 HUNTINGTON AVENUE, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE 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 1413 Huntington Avenue, Parcel No. 57-02341.000 by Resolution No. 010-13R, passed on March 11, 2013, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

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

WHEREAS, adjoining property owner, Theotis Jones, desires to purchase Parcel No. 57-02341.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase and Sale Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the Land Bank Committee met on April 15, 2019, and approved the acquisition and sale of the property through the "Mow to Own" Side Lot Disposition Program to Theotis Jones; and

WHEREAS, the cost associated with this purchase and sale agreement is the total cost of the title search, recording and transfer fees, 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 deposit required to be paid by the Purchaser; and

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

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

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-02341.000, located at 1413 Huntington Avenue, 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 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 and Sale 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 and Sale 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 the Purchase and Sale Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this

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

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

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

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

Passed: May 28, 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 Theotis Jones at 1417 Huntington Avenue, 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 at 1413 Huntington Avenue, Erie County Parcel Number 57-02341.000, 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 1417 Huntington Avenue, Erie County Parcel Number 57-02353.000, Sandusky, Ohio.

2. The total purchase price for the Property is Seven Thousand One Hundred Twenty Dollars (\$7,120.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of Three Hundred Seventy Six Dollars and Seventy Five Cents (\$376.75) in cash, certified check or cashier's check made payable to Seller. The remaining balance of Six Thousand Seven Hundred Forty Three Dollars and Twenty Five Cents, 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 four (4) 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 29, 2023, 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 29, 2023, 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):

Theotis Jones,

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 Theotis Jones, 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:
County of Erie)

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, and more fully described as follows: Being Lot Number Eleven Hundred Sixty-Three (1163) on Huntington Avenue in the Sandusky Businessman's Association Subdivision No. 3 in said City of Sandusky, Erie County, Ohio, as per plat recorded in Volume 6 of Plats, Page 40, Erie County, Ohio Records.

Property Address: Huntington Avenue, Sandusky, Ohio 44870
Tax ID No: 57-02341.000

DRAFT



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: May 20, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 823 Third Street and further identified by the Auditor as Erie County Parcel No. 57-04622.000.

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 February 9, 2015, pursuant to Resolution 007-15R and received a Sheriff's Deed on May 3, 2017, through foreclosure for delinquent real estate taxes. Firelands Habitat for Humanity has requested acquisition of this vacant nonproductive land and the Land Bank Committee approved the acquisition and sale on May 20, 2019.

A condemned residential structure was demolished on this parcel leaving a buildable lot size of approximately 50' x 132'. Firelands Habitat for Humanity will construct a single family residential structure on the parcel that will be owner occupied. Firelands Habitat for Humanity has previously purchased six (6) parcels of vacant nonproductive land from the Land Reutilization Program and have successfully built single-family, owner occupied structures on the lots located at 1722 Pierce Street, 1312 McKinley Street, 2242 Wilbert Street (built on two combined parcels), 1915 Clay Street and 506 Meigs Street.

Because the property is located in the 1st to 5th Street District, which is a targeted neighborhood for the Sandusky Neighborhood Initiative, the Land Bank Committee negotiated the appearance and street appeal of the home. Habitat has agreed to alter their architectural construction as follows:

- Raise the foundation height 1 foot
- Build a steeper pitch (not as high as Meigs Street home) that will add 1 – 2 feet
- Build a detached 1-car garage off of the alley with a concrete walk to the house
- May include a parking pad adjacent to the garage for a second space (not required)

The purchase and sale of this property is subject to City Commission approval.

The property will be sold for Three Thousand Seventy Hundred and Fifty Dollars (\$3,750.00), which is not less than the fair market value that was determined by a market analysis performed by realtor John Bauer. Firelands Habitat for Humanity will pay One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00) in cash and One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00) will be paid as an in-kind offset resulting from the increased cost of construction from the required upgrades.

The sale of the parcel to Firelands Habitat for Humanity will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction 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, lot combination and survey, 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 one thousand five hundred and eighty four dollars (\$1,584.00) per year in real estate taxes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Firelands Habitat for Humanity to sell the property no longer needed for any municipal purpose located at 823 Third Street, and further identified by the Auditor as Erie County Parcel No. 57-04622.000 for a purchase price of One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00). Firelands Habitat for Humanity would like to break ground as soon as possible, 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

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

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-04622.000, LOCATED AT 823 THIRD 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, this City Commission previously authorized the acquisition of the property located at 823 Third Street, Parcel No. 57-04622.000 by Resolution No. 007-15R, passed on February 9, 2015, 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, Firelands Habitat for Humanity has requested to acquire this vacant nonproductive land for the purpose to construct a single family residential structure; and

WHEREAS, since the property is located in the 1st to 5th Street District, which is a targeted neighborhood for the Sandusky Neighborhood Initiative, Firelands Habitat for Humanity has agreed to make alterations to the architectural construction to raise the foundation height, build a steeper pitch, build a detached one (1) car garage off of the alley with a concrete walk to house, and may include a parking pad adjacent to the garage for a second space; 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 May 20, 2019, and approved the acquisition and sale of this property to Firelands Habitat for Humanity and Firelands Habitat for Humanity will pay \$1,875.00 in cash and the remaining fair market value of \$1,875.00 will be paid as an in-kind offset resulting from the increased cost of construction from the required upgrades; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title search, lot combination and survey, 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 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 to allow Firelands Habitat for Humanity to break ground as soon as possible; 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. 57-04622.000, located at 823 Third Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

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

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

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

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

Passed: May 28, 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 hereinafter referred to as the "Seller" and Firelands Habitat for Humanity, a Non-profit Corporation, 7602 Milan Road, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at 823 Third Street, Sandusky, Ohio, and identified as Erie County Parcel No. 57-04622.000, Sandusky, Ohio and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 823 First Street, Sandusky, Ohio, shall be Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00), which is not less than the fair market value that was determined by a market analysis performed by realtor John Bauer. Purchaser will pay One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00) in cash and One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00) will be paid as an in-kind offset resulting from the increased cost of construction from the required upgrades.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the plans attached hereto and incorporated herein as Exhibit "B", which shall be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of

twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser.

5. The closing date of this transaction shall be no later than June 28, 2019 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 Purchaser.
- 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 June 28, 2019, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

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

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

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

SIGNATURE PAGES TO FOLLOW

PURCHASER:

FIRELANDS HABITAT FOR HUMANITY

Michael G. McCall
Executive Director

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 Michael G. McCall, Executive Director of Firelands Habitat for Humanity and acknowledged his execution of the foregoing instrument as said Executive Director of said Firelands Habitat for Humanity on behalf of said Firelands Habitat for Humanity and by its authority and that the same is his voluntary act and deed as said Executive Director on behalf of said Firelands Habitat for Humanity and the voluntary act and deed of said Firelands Habitat for Humanity.

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 Hayberger, #0075112
Law Director
City of Sandusky

EXHIBIT A

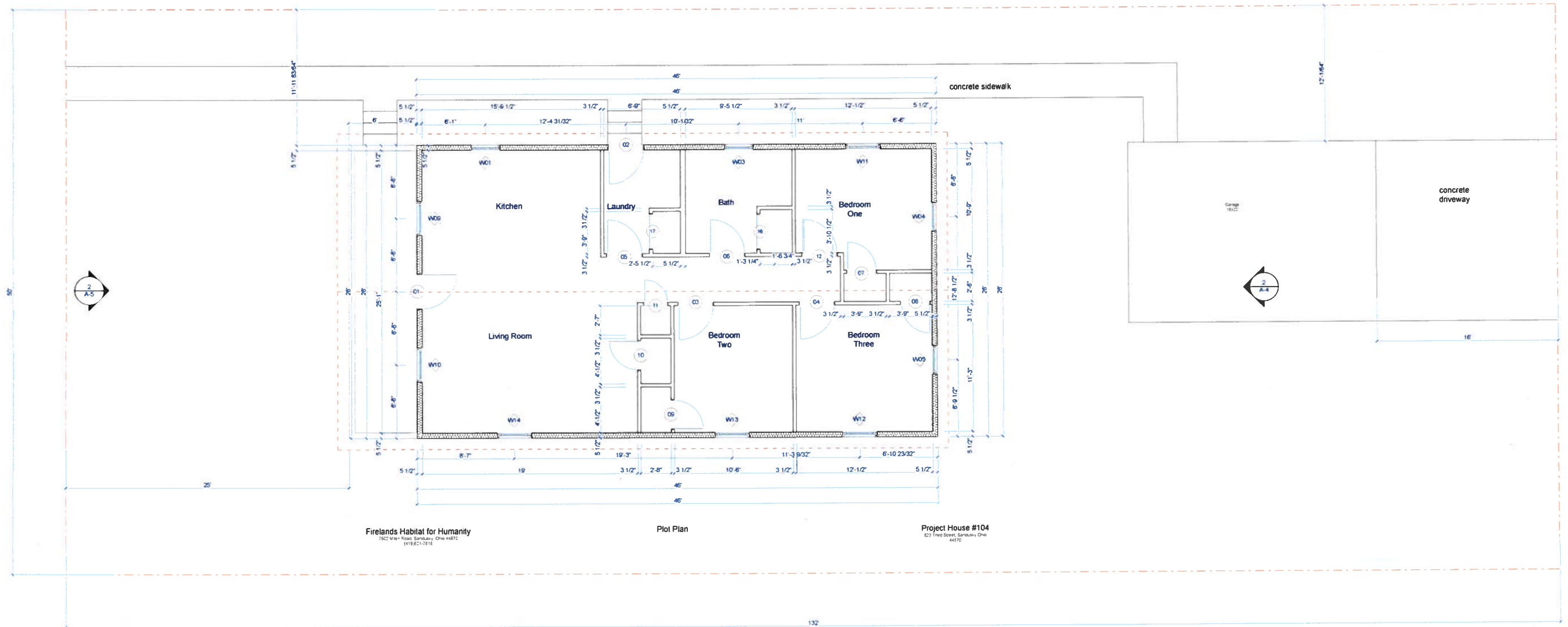
**Situated in the City of Sandusky, County of Erie and State of Ohio:
Being Lot Number Six (6) on Third Street in Camp's Subdivision in the City of Sandusky, Erie
County, Ohio as recorded in Volume No. 1 of Plats, Page No. 4, Erie County, Ohio Records,
subject to all legal highways.**

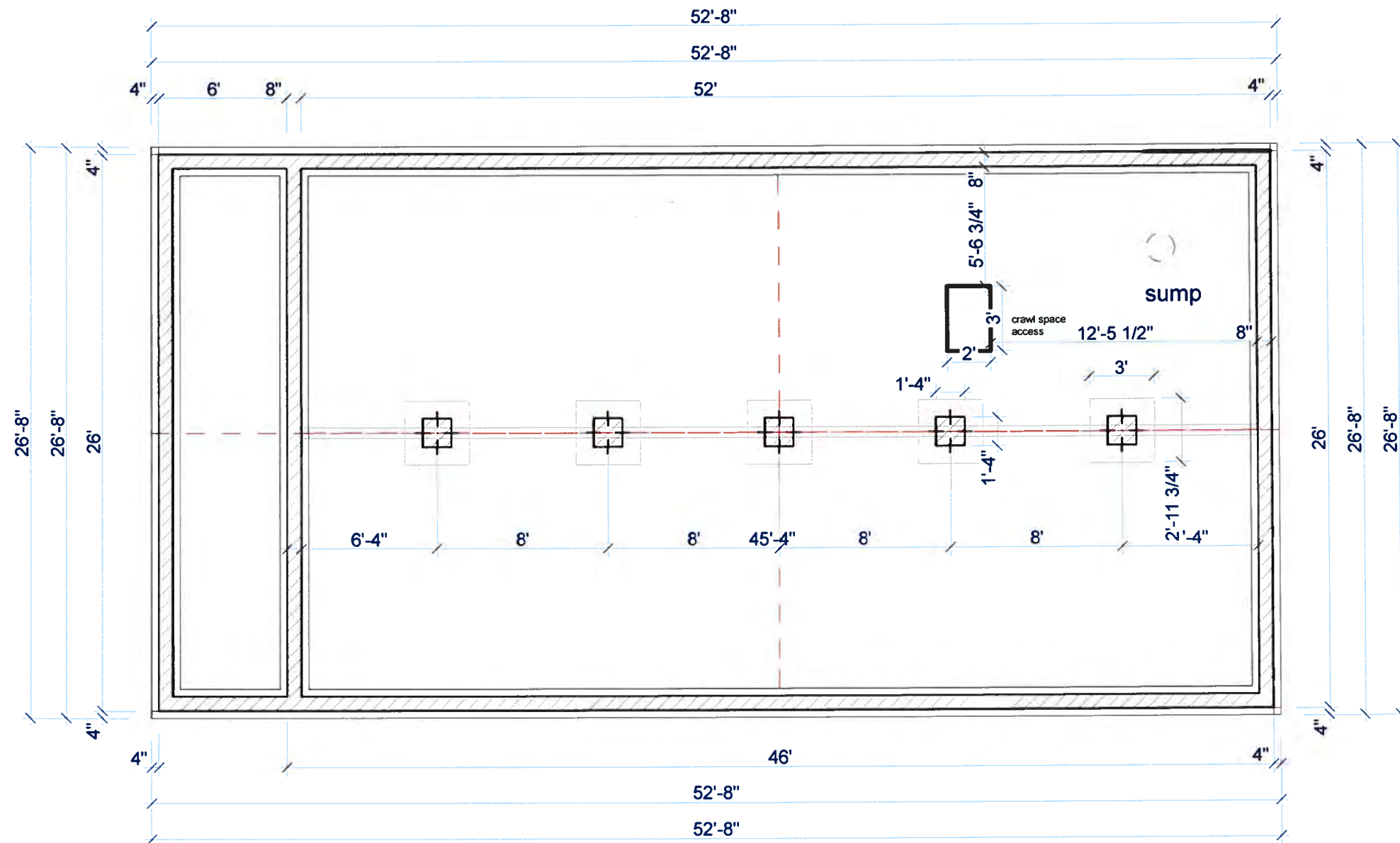
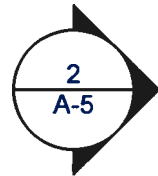
PP#: 57-04622.000

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

DRAFT

Third Street





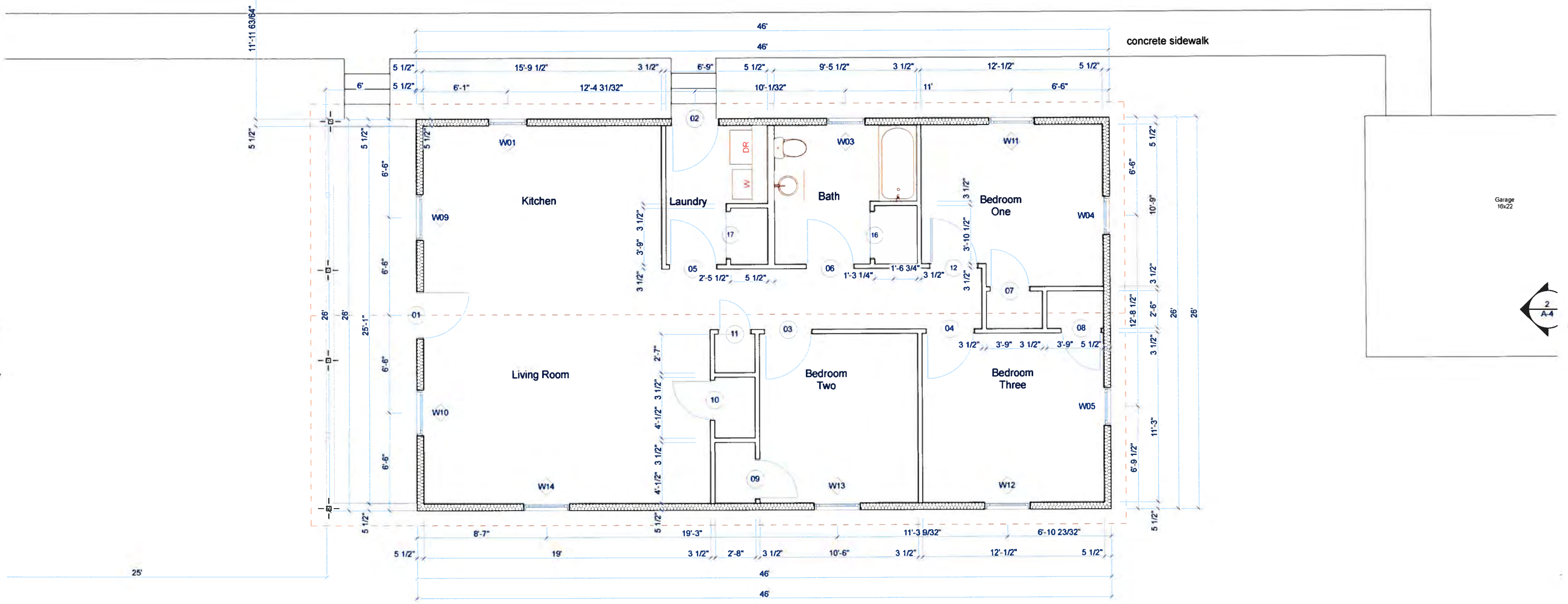
Firelands Habitat for Humanity

7602 Milan Road
Sandusky, Ohio 44870
(419) 621-7818

Foundation Plan

Project House#104

823 Third Street
Sandusky, Ohio 44870

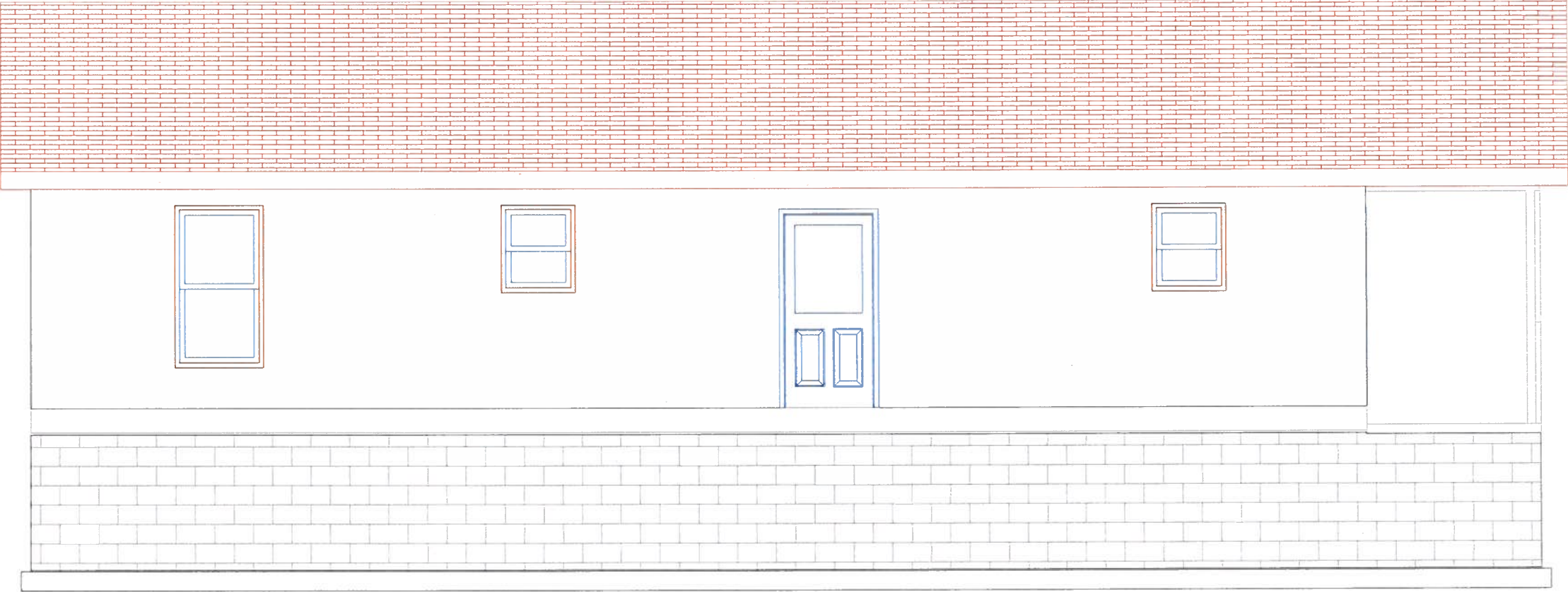


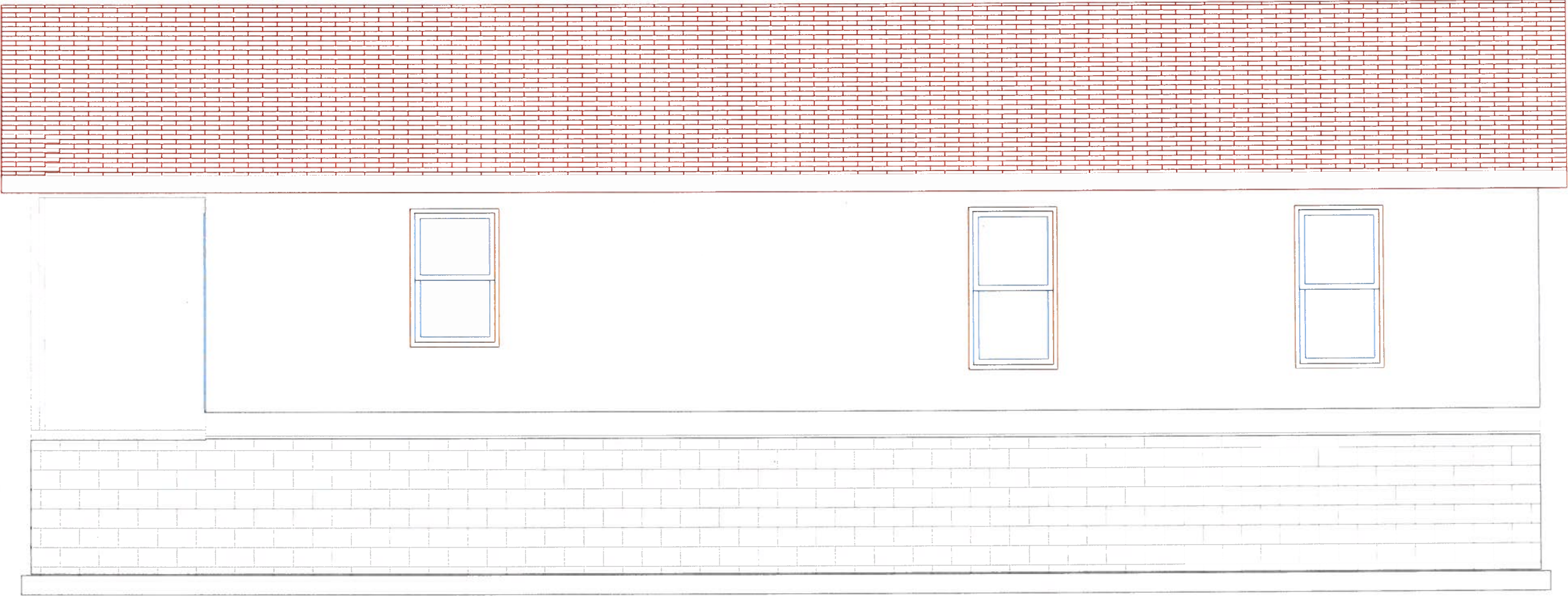
Firelands Habitat for Humanity
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(419)621-7818

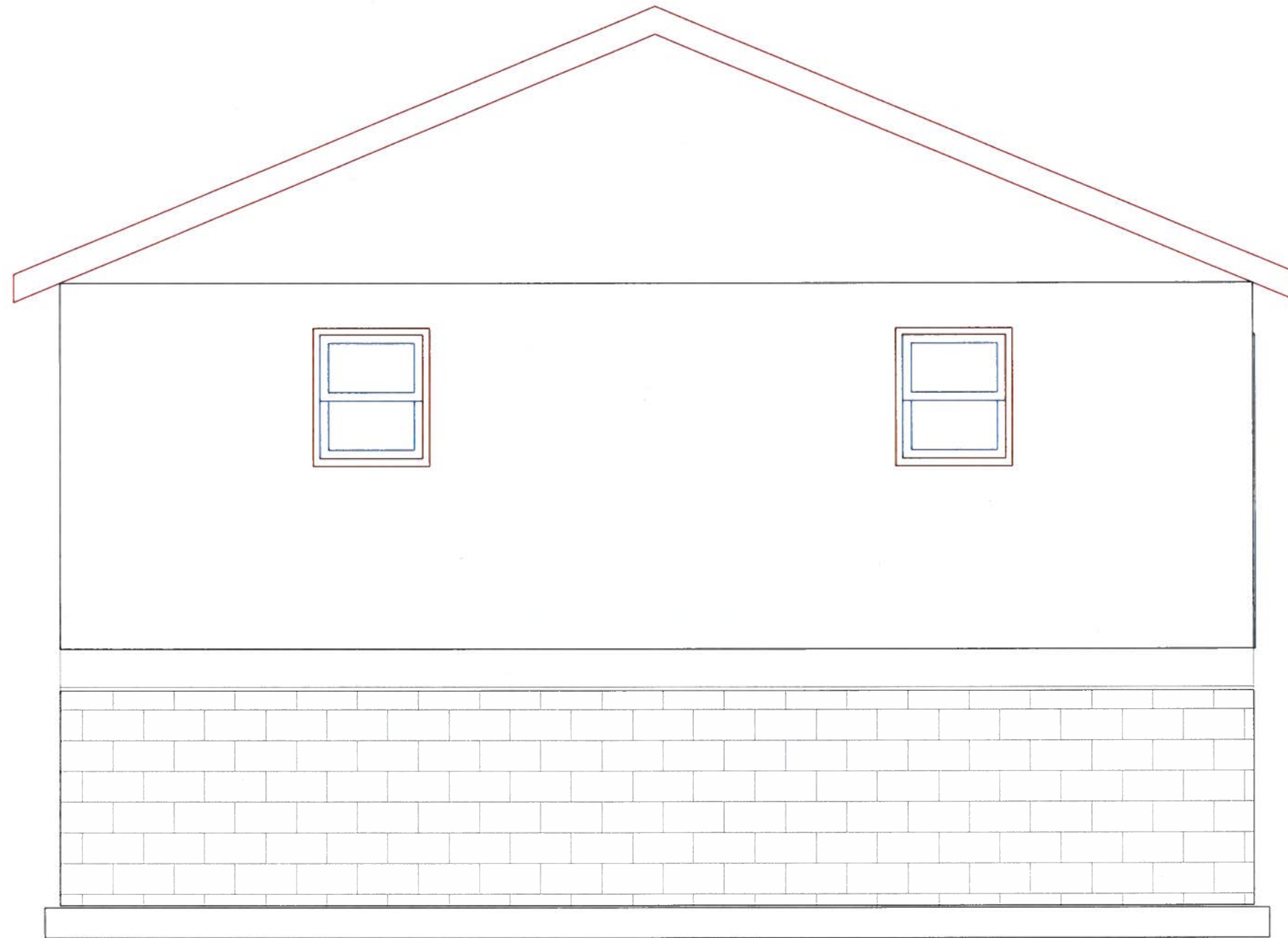
Floor Plan

Project House #104
823 Third Street, Sandusky, Ohio
44870











PLANNING DEPARTMENT

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

To: Eric Wobser, City Manager

From: Angie Byington, Planning Director

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). ~~It is requested that this ordinance take effect under Section 13 of the City Charter.~~

I concur with this recommendation:

Eric Wobser
City Manager

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

RECEIVED APR 25

Petition for Vacation City Right-Of-Way

John A. Feick, Agent for Carmelo Ruta
224 E Water Street
Sandusky OH 44870
419-625-3241

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 Ruta

The undersigned owners of lots in the vicinity

Cleveland Road, Roosevelt Street and S. Larchmont Drive

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

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.

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

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.

Name	Address	Date Signed
SCOTT STIPP	1844 RIVER RD	4/20-2014
PRESIDENT	SANDUSKY, OH 44870	
DISTRICT PETROLEUM		
Carmelo Ruta	2407 Deer Path Dr. Sand.	10-24-18
Nunzia Ruta	2407 Deer Path Dr. Sand.	10-24-18

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

Office use only:
\$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

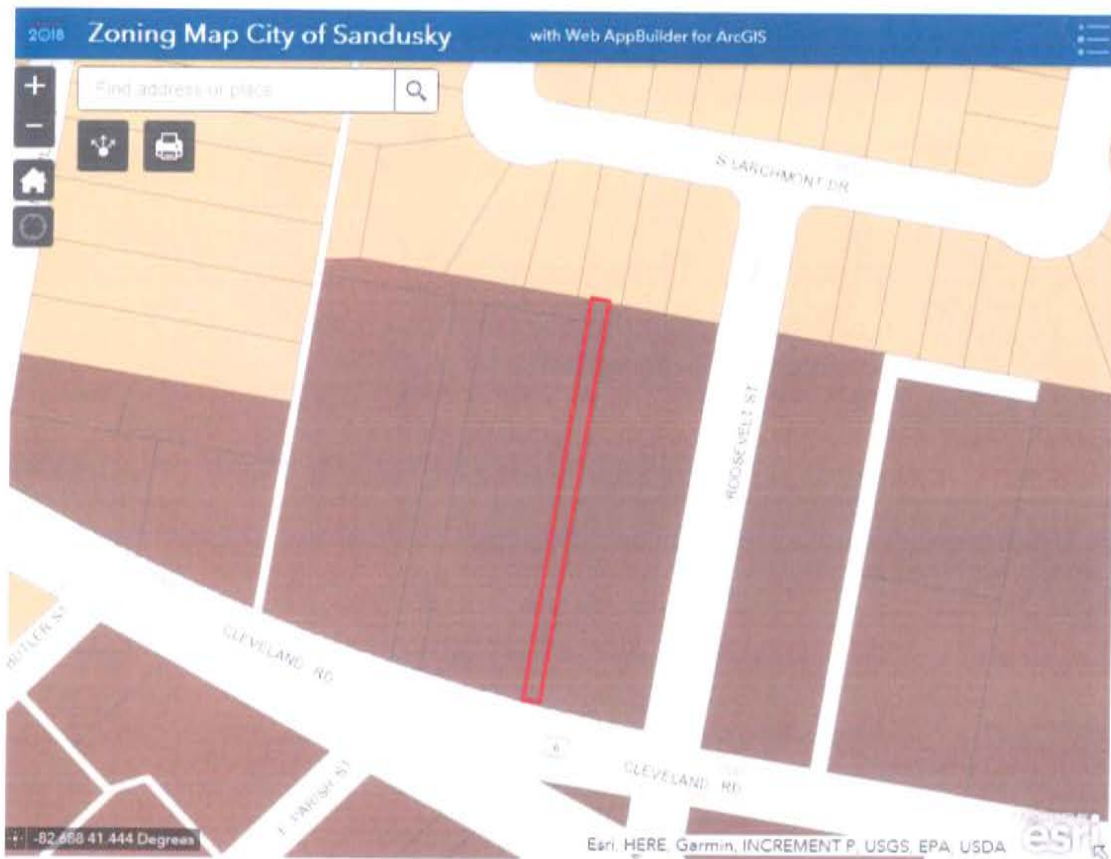
The Alley located between 1625 Cleveland Road (DV 393 PG 413)(Parcel #57-04104.000) and 1631 Cleveland Road (DV 391 PG 569)(Parcel #57-01269.000). The parcels adjacent to the right-of-ways are currently zoned as "GB"/ General Business and "R1-50" / Single Family.

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 prevue, they thought is 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. Voltz 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 buidinding does met 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 are 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.

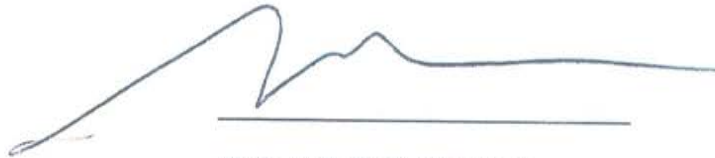
Mr. McGory motioned to adjourn the meeting; Mr. Waddington seconded the motion.

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

APPROVED:

A handwritten signature in blue ink, reading "Casey Sparks", written over a horizontal line.

Casey Sparks, Clerk

A handwritten signature in blue ink, consisting of a stylized, elongated shape, written over a horizontal line.

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 Zuillhof
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:

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: May 28, 2019 (effective after 30 days)

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

Administrative Code only. No Field Verification.
for Accuracy made.

[Signature]
Erie County Engineer
Date: 11/1/18



EXHIBIT
"A-1"

EXHIBIT
"A-2"



PLAT PREPARED
FOR
CARMELO RUTA
SHOWING
PROPOSED VACATION
OF CITY PROPERTY
IN THE
AMENDED PLAT OF PORTION OF CITY OF SANDUSKY
D.L.C. RANSOM SUBDIVISION PLAT VOL. 7 PAGE 1
SECOND WARD CITY OF SANDUSKY ERIE COUNTY, OH
APRIL 25, 2016 SCALE 1"=60'
REV. NOV. 1, 2018

I HEREBY CERTIFY THE WITHIN
TO BE A TRUE REPRESENTATION
OF A SURVEY MADE BY ME. THE
BEARINGS ARE BASED ON THE
ODOT VRS.
Daniel E. Hartung Jr. 11/1/2018
DANIEL E. HARTUNG, JR., PE, PS



APPROVED as per Erie County Requirements
And Sections 4733-37 of the Ohio
Administrative Code and No Field Verifications
for Accuracy made.
Daniel E. Hartung Jr.
Erie County Engineer
Deputy



HARTUNG & ASSOCIATES
ENGINEERS & SURVEYORS

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

DANIEL E. HARTUNG JR., PE, PS



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

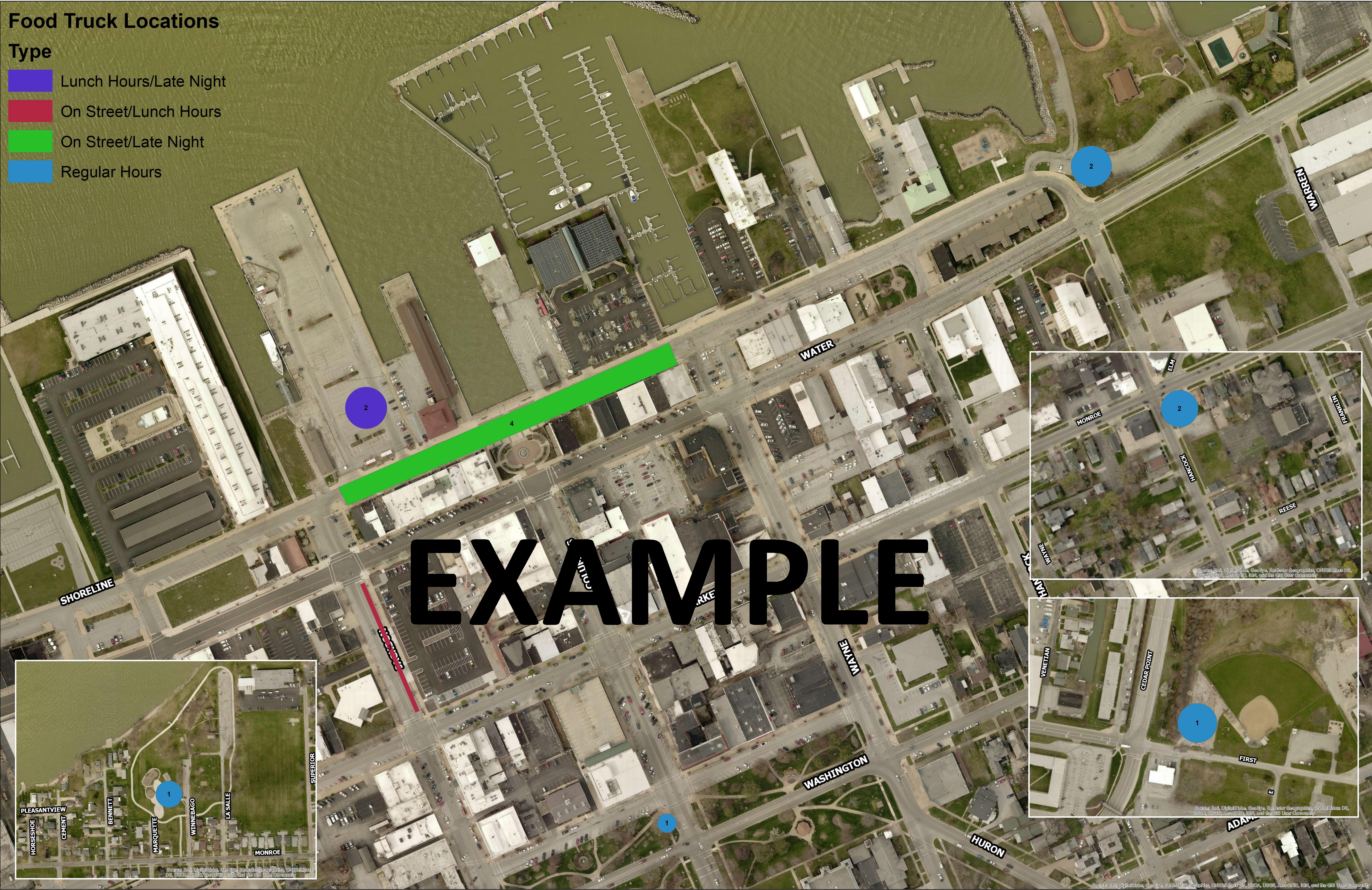
Attachments: Exhibit A: Example Public Vendor Locations – Public Property

cc: Kelly Kresser, Clerk of City Commission
Trevor Hayberger, Law Director

Food Truck Locations

Type

- Lunch Hours/Late Night
- On Street/Lunch Hours
- On Street/Late Night
- Regular Hours



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 **which last three (3) or fewer days** when the vending activity is within the special event boundary and time. **If the special event lasts longer than three (3) days the vendor shall have priority in their location subject to paying up to 50% of the special event's vendor's fee for the vendor's location.**

(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 **a persons who is in a motor vehicles (e.g. a drive thru).**

(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.

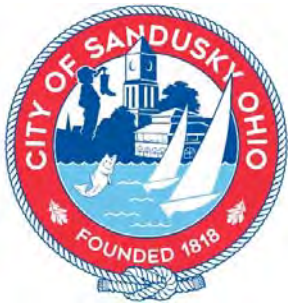
Section 4. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 28, 2019 (effective after 30 days)



COMMUNITY DEVELOPMENT DEPARTMENT

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

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: May 15, 2019

Subject: Commission Agenda Item –Community Development Block Grant (CDBG) 2019 One-Year Action Plan and 2019-2023 Five-Year Consolidated Plan

Item for Consideration: Authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$721,669.00 of Community Development Block Grant funds for the program year of July 1, 2019 through June 30, 2020; and to submit to the United States Department of Housing and Urban Development (HUD) a FY 2019 One-Year Action Plan and a 2019-2023 Five-Year Consolidated Plan; and to execute all certifications and agreements; and to authorize program expenditures.

Background Information: The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to submit a One-Year Action Plan each year and a Five-Year Consolidated Plan every five years. The allocation for Sandusky has been published at \$721,669.00.

In 2019 as required by HUD, the City of Sandusky undertook the consolidated planning process in order to receive funding from the HUD CDBG program. Sandusky's Five (5)-Year Consolidated Plan for FY 2019-2023 focuses on four priority needs: Housing, Homelessness, Non-Housing Community Development and Non-Homeless Special Needs.

A One-Year Plan is submitted annually and must provide for activities meeting the goals of the Five Year Consolidated Plan. The annual planning process includes public participation at multiple levels. The City held two public hearings and two Consolidated Plan Advisory Committee meetings between February and April 2019. Based on the citizen input gathered during these meetings, a draft One-Year Action Plan (Plan) was prepared. The Plan was made available for citizen comment from April 19, 2019 through May 19, 2019 and the draft was presented at the second public hearing on April 22, 2019 at City Commission. The draft was available at the Sandusky Public Library, the City of Sandusky Municipal Building and on the Sandusky City website. On April 23, 2019, the City received their official CDBG allocation amount from HUD.

Budgetary Information: There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

Action Requested: It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$721,669.00 for the program year of July 1, 2019 through June 30, 2020 and to submit to HUD a One-Year Action Plan and a Five-Year Consolidated Plan and to execute all certifications and agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the One-year Action Plan and Five-Year Consolidated Plan to HUD prior to the program year beginning on July 1, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Matt Lasko,
Chief Development Officer

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

Executive Summary



ES-05 Executive Summary

INTRODUCTION

The City of Sandusky, Ohio, has completed the planning process for the 2019/2020-2023/2024 Five-Year Consolidated Plan (Consolidated Plan) as required by the U.S. Department of Housing and Urban Development (HUD). The purpose of the Consolidated Plan is to identify goals, objectives and strategies for addressing housing and community development needs, including those of the homeless and special needs populations. The Consolidated Plan guides the use of City resources to address these needs over a five-year period. In previous five program years, the City received an average annual allocation of approximately \$688,000 in Community Development Block Grant (CDBG) funds. This amount totaled approximately \$3.44 million over the previous five-years.

The Consolidated Plan is developed in a manner specified by HUD, and the City has followed the prescribed format in completing the plan. The Consolidated Plan was developed using HUD and U.S. Census data for demographics and housing, input from neighborhood meetings and stakeholder interviews, surveys, and past program performance. During the planning process, the City conducted public meetings with the Consolidated Plan Advisory Committee (CPAC), multiple City Departments, and with the City Commission. The purpose of this process was to receive citizen input on the current housing and community development needs of the City.

There are four major areas of focus in the Consolidated Plan: Housing, Homelessness, Non-Housing Community Development and Non- Homeless Special Needs. The Consolidated Plan process requires the City to identify priority needs for each area and prepare an Annual Action Plan to address the priorities. For every priority, there are goals and objectives established to measure progress. The citizen input was critical in developing the goals and objectives of this Consolidated Plan.

This Consolidated Plan not only presents goals to address the priority needs of the City, but also to address the statutory goals established by Federal law:

Decent Housing:

- Assist homeless persons to obtain affordable housing
- Assist persons at risk of becoming homeless
- Retain affordable housing stock
- Increase the availability of affordable housing in standard condition to low- and moderate-income families, particularly to economically disadvantaged persons (and without discrimination on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, disability, gender identity or sexual orientation)
- Increase the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence
- Provide affordable housing that is accessible to job opportunities.

A Suitable Living Environment:

- Improve the safety and livability of neighborhoods Increase access to quality public and private facilities and services

Expanded Economic Opportunities:

- Job creation and retention for low-income persons
- Availability of mortgage financing for low-income persons at reasonable rates using nondiscriminatory lending practices
- Empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing

SUMMARY OF THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN NEEDS ASSESSMENT OVERVIEW

Housing Needs

The Housing topic is focused on the physical state of housing in the City of Sandusky and ways that federal and local resources can be used to address housing issues. Based on input and data received through an extensive public involvement process, the highest priorities identified by the public are:

- Affordable housing for low-income persons
- Fair Housing information
- Emergency home repair
- Housing rehabilitation for homeowners that cannot afford maintenance on their homes
- Historic preservation
- Demolition and clearance of vacant/abandoned structures

Considering these priorities, the following goals and objectives have recommended:

Goal: Housing

Improve the quality and accessibility of affordable housing within the City of Sandusky.

Objective 1:

Preserve, maintain and improve existing affordable housing stock for low- and moderate-income and special needs households.

Objective 2:

Provide housing services for low- and moderate-income and special needs households.

Homeless Needs

Meeting homelessness challenges in the City of Sandusky is a collaborative effort comprising numerous individuals, agencies and organizations. The lead agency for collecting homeless data, conducting homeless needs assessments and developing community supported homelessness strategies is the Volunteers of America of Greater Ohio (VOAGO). VOAGO supports Erie County, the City of Sandusky, and Homeless Planning Region #3. The VOAGO acts as the Sandusky area Continuum of Care (CoC). In developing priority homeless needs, the City of Sandusky coordinated with the VOAGO, as well as the general public through stakeholder and neighborhood meetings.

Based on input and the data received through the citizen participation process, the highest priorities identified for homeless services are:

- Food pantries and services
- Educational programming and addressing social barriers for youth
- Affordable housing for lower income to prevent homelessness

Considering these priorities, the following draft goals and objectives are recommended:

Goal: Reduced Homelessness

Prevent and reduce homelessness within the City of Sandusky.

Objective 1:

Provide services that promote self-sufficiency for the homeless or those at-risk of becoming homeless.

Objective 2:

Support programs that offer meals, shelter facilities and/or shelter beds to the homeless.

Non-Housing Community Development Needs

Non-Housing Community Development is a broad category of spending that covers many types of public facilities and improvements such as roads, sewer improvements, water improvements, wastewater improvements, lighting, drainage, community centers, parks, and virtually any other public project that benefits low- and moderate-income neighborhoods.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Fairly distributed public facility and infrastructure improvements (streets, neighborhoods)
- Street repaving/resurfacing
- Athletic or sport-focused youth programs
- Afterschool programs (e.g. Boys & Girls Club)
- Code enforcement and blight elimination
- Neighborhood beautification program

Considering these priorities, the following draft goals and objectives are recommended:

Goal: Neighborhood Stabilization

Enhance the quality of life for people living in low- and moderate-income neighborhoods through public investment in facilities, improvements, and services, as well as the elimination of blight.

Objective 1:

Improve physical conditions within residential neighborhoods through blight removal and property contamination remediation.

Objective 2:

Invest in public improvements within low- and moderate-income areas.

Objective 3:

Invest in public facilities that benefit low- and moderate-income persons, or special needs populations.

Objective 4:

Support public services for low- and moderate-income persons.

Non-Homeless Special Needs

Non-Homeless Special Needs is a broad category that applies to any population that is presumed to be low- and moderate-income and in need of public services. The category covers a large population, including the mentally ill, developmentally disabled, elderly, and other groups. These specific services are often provided by non-profit agencies, usually in coordination with the City of Sandusky or Erie County.

Based on input and the data received through an extensive public involvement process, the highest priorities identified by the public are:

- Programs to reduce physical and social barriers for persons with special needs
- Health and wellness programs for seniors
- Food pantries and food assistance (e.g. Meals-On-Wheels program)

Considering these priorities, the following draft goals and objectives are recommended:

Goal: Special Needs Assistance

Promote access to public services for special needs populations generally assumed to be low- and moderate-income, including, but not limited to, programs addressing youth and children, seniors/elderly and frail elderly, veterans and persons with mental, physical or developmental disabilities, alcohol or drug addiction, HIV/AIDS or other special needs.

Objective 1:

Support programs that assist special needs populations with housing or accessibility improvements.

Objective 2:

Support programs that provide basic needs assistance (e.g. meals, healthcare, transportation, etc.) to persons with special needs.

Objective 3:

Provide funding to agencies that offer case management, counseling, or self-sufficiency training to persons with special needs.

Objective 4:

Encourage health and wellness among persons with special needs.

EVALUATION OF PAST PERFORMANCE

The previous five years have shown significant progress in the City of Sandusky's efforts to implement HUD entitlement programs. The City is in compliance with HUD regulations and continues to deliver housing and community development services in an efficient manner.

The Department of Development is a City agency which works to improve the quality of life for City residents and to revitalize neighborhoods by providing decent and safe affordable housing and infrastructure. The Department of Development is in charge of implementing the CDBG program.

The Department of Development, along with non-profit partners, offers an array of housing programs and services providing the foundation needed to aid in promoting homeownership and/or sustainable neighborhoods:

- Down Payment Assistance
- Emergency Home Repair
- Referrals to accessible rental housing

Additionally, the City may fund Public Works activities through the CDBG program, as follows:

Public Works

Funds may be used to implement programs to improve public facilities and infrastructure, ensure access for the mobility-impaired by addressing physical access barriers to public facilities, and support efforts to ensure that adequate access is provided for public transportation that serve a majority low-income population and those with special needs. This initiative is part of the City's Strategic Plan, Infrastructure and Transportation to invest in community infrastructure and continue to enhance the transportation network and systems.

The City has been successful in implementing these programs in the past and anticipates the continuation of such programs in the future. The City will use CDBG to make these programs successful and to meet the goals and objectives identified in the Consolidated Plan.

SUMMARY OF CITIZEN PARTICIPATION PROCESS AND CONSULTATION PROCESS

Comments and concerns raised during the citizen participation process were taken into consideration when developing the Consolidated Plan's goals, objectives and strategies. The Consolidated Plan is a collaborative process that involves interviews with stakeholders and meetings with the public to determine areas of need. As part of this process, the City sought to identify the priority needs and strategies to address those needs. Priority needs were identified based on available housing data, public input, stakeholder interviews and neighborhood meetings, questionnaires and past program performance. In addition, the City consulted with the Advisory Committee, multiple City Departments, neighborhood stakeholders, and the City Commission to identify priority needs and develop corresponding strategies.

SUMMARY OF PUBLIC COMMENTS

Based on input and data received through an extensive citizen participation process, the following summarizes the public comments:

Comments Regarding Housing Needs

- Affordable housing for low-income persons
- Fair Housing information
- Emergency home repair
- Housing rehabilitation for homeowners that cannot afford maintenance on their homes
- Historic preservation
- Demolition and clearance of vacant/abandoned structures

Comments Regarding Homelessness Needs

- Food pantries and services
- Educational programming and addressing social barriers for youth
- Affordable housing for lower income to prevent homelessness

Comments Regarding Non-Homeless Community Development Needs

- Fairly distributed public facility and infrastructure improvements (streets, neighborhoods)
- Street repaving/resurfacing
- Athletic or sport-focused youth programs
- Afterschool programs (e.g. Boys & Girls Club)
- Code enforcement and blight elimination
- Neighborhood beautification program

Comments Regarding Non-Homeless Special Needs

- Programs to reduce physical and social barriers for persons with special needs
- Health and wellness programs for seniors
- Food pantries and food assistance (e.g. Meals-On-Wheels program)

SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED AND THE REASONS FOR NOT ACCEPTING THEM

Not Applicable.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE AMOUNT OF \$721,669.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2019, THROUGH JUNE 30, 2020, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FIVE-YEAR CONSOLIDATED PLAN CONTAINING A ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-5301 et seq.; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

WHEREAS, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually and is required to submit a One-Year Action Plan each year and a Five-Year Consolidated Plan every five years; and

WHEREAS, Seven Hundred Twenty One Thousand Six Hundred Sixty Nine and 00/100 dollars (\$721,669.00) has been allocated from HUD to fund the City's Community Development Block Grant eligible activities for the Program Year of July 1, 2019, through June 30, 2020; and

WHEREAS, the City's proposed Five-Year Consolidated Plan for PY 2019-2023, containing the PY 2019 One-Year Action Plan, focuses on four (4) priority needs: Housing, Homelessness, Non-Housing Community Development, and Non-Homeless Special Needs; and

WHEREAS, a One-Year Action Plan is prepared on an annual basis and must provide for activities meeting the goals of the Five-year Consolidated Plan and incorporate comments deemed appropriate by the City, and for the Program Year of July 1, 2019, through June 30, 2020, a draft Annual Action Plan was made available for public review for a thirty (30) day public comment period which began on April 19, 2019, and expired on May 19, 2019, and this Plan must be submitted to HUD by July 1, 2019, with all additional comments being incorporated into the final submission; 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 provide for the submission of the One-Year Action Plan to the United States

Department of Housing and Urban Development prior to the Program Year beginning on July 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to accept an Entitlement Grant in the amount of Seven Hundred Twenty One Thousand Six Hundred Sixty Nine and 00/100 Dollars (\$721,669.00) for the Program Year of July 1, 2019, through June 30, 2020, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a Five-Year Consolidated Plan containing a One-Year Action Plan for \$721,669.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the Five-Year Consolidated Plan and One-Year Action Plan.

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 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 28, 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: May 15, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

City Commission approval of an Ordinance and Fiscal Officer's Certificate for the issuance and sale of a maximum of \$4,700,000 in Urban Renewal Revenue Bonds, Series 2019.

BUDGETARY INFORMATION:

The Urban Renewal Revenue Bonds are for an amount not to exceed \$4,700,000, for costs associated with the Jackson Street Pier Rehabilitation Project and the Shoreline Drive Rehabilitation Project. This issue is expected to have a maturity of one year.

ACTION REQUESTED:

It is requested that the City Commission accept the Fiscal Officer's Certificate and approve the ordinance in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is to allow the City adequate time to find a buyer of the new notes. The City's Bond Counsel, Squire Patton Boggs (US) LLP, prepared the attachments.

CC: Trevor Hayberger, Law Director


FISCAL OFFICER'S CERTIFICATE

To the City Commission of the
City of Sandusky, Ohio:

As fiscal officer of the City of Sandusky, I certify in connection with your proposed issue of urban renewal temporary bonds in the maximum aggregate principal amount of \$4,700,000 (the Temporary Bonds) to be issued in anticipation of the issuance of definitive urban renewal bonds (the Definitive Bonds) pursuant to Chapter 725 of the Ohio Revised Code (the Act) for the purpose of paying costs of carrying out City urban renewal project activities in the Second Urban Renewal Area in accordance with the Urban Renewal Plan and the Act, including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing improvements, including, without limitation, improvements to and around a pier, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the "Project"), that:

1. The estimated life or period of usefulness of the Project is at least five years.
2. Pursuant to the Act, the maximum maturity of the Definitive Bonds is at least 19 years.
3. Pursuant to the Act, the maximum maturity of the Temporary Bonds is at least 19 years.

Dated: April 23, 2019



Hank Solowiej
Finance Director
City of Sandusky, Ohio

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF URBAN RENEWAL TEMPORARY REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,700,000, IN ANTICIPATION OF THE ISSUANCE OF DEFINITIVE URBAN RENEWAL REVENUE BONDS, FOR THE PURPOSE OF PAYING COSTS OF CITY URBAN RENEWAL PROJECT ACTIVITIES IN THE SECOND URBAN RENEWAL PLAN AREA, AND DECLARING AN EMERGENCY.

WHEREAS, under the provisions of Article XVIII, Section 3 of the Ohio Constitution, and the Charter and the ordinances of the City of Sandusky (the “City”), the City is authorized to and the City has determined to undertake and carry out urban renewal project activities in designated areas of the City; and

WHEREAS, pursuant to Chapter 725 of the Ohio Revised Code (the “Act”), the City has the power to issue “urban renewal bonds” to pay costs of “urban renewal project activities” as such terms are defined in the Act; and

WHEREAS, the City Commission by Ordinance No. 00-179, passed on June 12, 2000, approved the Bayfront Urban Revitalization Plan for the Bayfront Urban Revitalization Area, as amended pursuant to authorization by the City Commission (as amended, the “Bayfront Urban Renewal Plan”), which constitutes an urban renewal plan within the meaning and requirements of the Act, and which urban renewal plan includes undertakings and activities by the City comprising an urban renewal project for the public purpose of elimination and prevention of recurrence of blight in the Bayfront Urban Renewal Plan Area; and

WHEREAS, in furtherance of the aforementioned urban renewal plan, the City and Mid-States Bayfront Development LLC (the “Developer”) entered into a Development Agreement (as amended and supplemented, the “Development Agreement”) to provide for redevelopment by the Developer of certain property in the Plan Area as identified therein, being the redevelopment of the Chesapeake building (the “Property”), and for Urban Renewal Service Payments related to the Property (“Chesapeake Revenues”); and

WHEREAS, on March 28, 2013, pursuant to Ordinance No. 13-009 passed by the City Commission on February 11, 2013, the City issued is Taxable Urban Renewal Revenue Bonds, Series 2013 in the aggregate principal amount of \$2,680,000 (the “Series 2013 Bonds”), of which \$410,000 is remains outstanding, the debt service on which is paid by the Chesapeake Revenues; and

WHEREAS, the City Commission by Ordinance No. 16-177, passed on October 24, 2016, approved the Second Urban Renewal Plan for the Second Urban Renewal Area, which is adjacent to the Bayfront Urban Renewal Plan Area and constitutes an urban renewal plan within the meaning and requirements of the Act, and which Second Urban Renewal Plan includes undertakings and activities by the City comprising an urban renewal project for the public purpose of elimination and prevention of recurrence of blight in the Second Urban Renewal Plan Area.

WHEREAS, pursuant to the Act, and particularly Section 725.05(A) of the Ohio Revised Code, the City has determined to issue the Temporary Bonds described in Section 2, to be issued in anticipation of the issuance of Definitive Bonds, for the purpose of paying costs of the Project described in Section 1, located in the Second Urban Renewal Plan area and/or in other urban renewal areas, secured by the Chesapeake Revenues, which are “Revenues” as defined in the Act; and

WHEREAS, this City Commission has requested that the Finance Director, as fiscal officer, certify the estimated life or period of usefulness of the Project described in Section 1 and the estimated maximum maturity of the Definitive Bonds described in Section 1 and the Temporary Bonds described in Section 2, to be issued in anticipation of the Definitive Bonds; and

WHEREAS, the Finance Director has certified that the estimated life or period of usefulness of that Project is at least five years and that the maximum maturity of both the Definitive Bonds and the Temporary Bonds is nineteen years; and

WHEREAS, an emergency exists in that, for the immediate preservation of the public peace, property, health and safety, it is necessary that this ordinance be immediately effective in order to issue and sell the Temporary Bonds in order to enable the City to finance and carry out the Project in furtherance of its public purpose of elimination and prevention of recurrence or spread of conditions of blight and deterioration in the Plan Area, and by reason thereof, this ordinance shall take effect forthwith upon its passage,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, that:

Section 1. Authorized Principal Amount and Purpose of Definitive Bonds. This City Commission determines that it is necessary and in the best interest of the City to issue definitive urban renewal revenue bonds of this City in the maximum aggregate principal amount of \$4,700,000 (the “Definitive Bonds”) for the purpose of paying costs of carrying out City urban renewal project activities in the Second Urban Renewal Area in accordance with the Urban Renewal Plan and the Act, including without limitation direct and indirect costs of acquiring real property and any interests therein, preparing property for redevelopment, constructing improvements, including, without limitation, improvements to and around a pier, and related public infrastructure improvements and all necessary appurtenances, title, design, planning, engineering, consulting, professional and legal costs related thereto, and paying interest costs, to the extent permitted by the Act, and financing costs, as such term is defined in Section 133.01 of the Revised Code, related to issuing any urban renewal bonds (the “Project”). The City Commission hereby confirms its determination that the Project is in accordance with the Second Urban Renewal Plan and is a proper public purpose of the City and will improve the general welfare of the residents of the City, and that carrying out the Project is in furtherance of the purposes of the Act and is necessary to carry out for the elimination and prevention of the development or spread of blight and deterioration in furtherance of the Second Urban Renewal Plan and therefore will benefit the people of the City and of the State of Ohio. The Definitive Bonds and the Temporary Bonds (defined below herein) shall be issued pursuant to Chapter 725 of the Ohio Revised Code, the Charter of the City, this ordinance and the Certificate of Award (defined below herein).

The Definitive Bonds shall be dated approximately May 1, 2020, shall bear interest at the now estimated rate of 6.5% per year, payable on June 1 and December 1 of each year, commencing December 1, 2020, until the principal amount is paid, and are estimated to mature in 19 annual principal installments, commencing December 1, 2020 such that no principal installment is more than one and one-half times the amount of the next preceding principal installment.

Section 2. Temporary Bonds; Principal and Interest Payments. It is necessary to issue and this City Commission determines that urban renewal temporary revenue bonds in the maximum

aggregate principal amount of \$4,700,000 (the “Temporary Bonds”) shall be issued in anticipation of the preparation and issuance of the Definitive Bonds. Unless otherwise determined by the Finance Director in the Certificate of Award, the Temporary Bonds shall be subordinate to all currently outstanding Urban Renewal Bonds (as defined in Section 7 below) and shall constitute a junior lien upon the Net Urban Renewal Service Payments (as defined in Section 7 below) during all such times as current Urban Renewal Bonds remain outstanding.

The Temporary Bonds shall bear interest at a rate not exceeding 6% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. If requested by an original purchaser, the Temporary Bonds may provide that, in the event the City does not pay or make provision for payment at maturity of the debt charges on the Temporary Bonds, the principal amount of the Temporary Bonds shall bear interest at a different rate not to exceed 12% per year from the maturity date until the City pays or makes provision to pay that principal amount. The aggregate principal amount of the Temporary Bonds and the rate or rates of interest on the Temporary Bonds shall be determined by the Finance Director in the Certificate of Award in accordance with Section 5. The Temporary Bonds shall be dated the date of issuance and shall mature not earlier than six months from the date of issuance nor later than one year from the date of issuance, as determined by the Finance Director in the Certificate of Award. The Temporary Bonds shall be designated “Urban Renewal Temporary Revenue Bonds, Series 2019-1”, or such other designation as set forth in the Certificate of Award.

Section 3. Payment of Debt Charges. The debt charges on the Temporary Bonds shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Finance Director in the Certificate of Award and shall be payable, without deduction for services of the City’s paying agent (the “Paying Agent”), at the office of a bank or trust company designated by the Finance Director in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Finance Director if agreed to by the Finance Director and an original purchaser of the Temporary Bonds (the “Original Purchaser”). If agreed to by the Original Purchaser and set forth in the Certificate of Award, the Temporary Bonds shall be prepayable without penalty or

premium at the option of the City at any time prior to maturity as provided in this ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Temporary Bonds together with interest accrued thereon to the date of prepayment. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the date of prepayment and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser not less than seven days prior to the date of that deposit, unless that notice is waived by the Original Purchaser. If money for prepayment is on deposit with the Paying Agent on the specified prepayment date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the prepayment date, and upon the request of the Director of Finance the Original Purchaser shall arrange for the delivery of the Temporary Bonds at the designated office of the Paying Agent for prepayment and surrender and cancellation.

Section 4. Execution and Authentication of Bonds; Denominations; Appointment of Bond Registrar. The Temporary Bonds shall be signed by the Ex-Officio Mayor and the Finance Director, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Temporary Bonds shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Finance Director, provided that no such denomination shall be less than \$100,000. The entire principal amount may be represented by a single Temporary Bond and may be issued as fully registered securities (for which the Finance Director will serve as Temporary Bond registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 725 of the Revised Code if it is determined by the Finance Director in the Certificate of Award that issuance of fully registered securities in that form will facilitate the sale and delivery of the Temporary Bonds. The Temporary Bonds shall not have coupons attached, shall be numbered as determined by the Finance Director and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance.

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Temporary Bonds and the principal of, and interest on, the Temporary Bonds may be transferred only through a book entry, and (ii) a single physical Temporary Bond certificate is issued by the City and payable only to a Depository or its nominee,

with such Temporary Bonds “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Temporary Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Temporary Bonds or the principal of, and interest on, the Temporary Bonds and to effect transfers of the Temporary Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Temporary Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Temporary Bonds may be issued in the form of a single Temporary Bond made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Temporary Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Temporary Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Temporary Bonds for use in a book entry system, the Finance Director may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Finance Director does not or is unable to do so, the Finance Director, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Temporary Bonds from the Depository, and shall cause the Temporary Bonds in bearer or payable form to be signed by the officers authorized to sign the Temporary

Bonds and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Finance Director is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Temporary Bonds, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 5. Sale of the Bonds to the Original Purchaser. The Temporary Bonds shall be sold at not less than 97% of par plus accrued interest at private sale by the Finance Director in accordance with law and the provisions of this ordinance. The Finance Director shall, in accordance with that officer's determination of the best interests of and financial advantages to the City and its taxpayers and based on conditions then existing in the financial markets, consistently with the provisions of Sections 1 and 2, establish the aggregate principal amount of the Temporary Bonds, establish the interest rate or rates to be borne by the Temporary Bonds and their maturity, sign the Certificate of Award referred to in Section 2 evidencing that sale, cause the Temporary Bonds to be prepared, and have the Temporary Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Temporary Bonds if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The Finance Director shall indicate in the Certificate of Award whether the Temporary Bonds are being issued as obligations the interest on which is excluded from gross income for federal income tax purposes ("Tax-Exempt Obligations"). The Ex-Officio Mayor, the City Manager, the Finance Director, the Law Director, the Clerk of the City Commission (including within the meaning of each such office for purposes of this ordinance any person serving in an interim or acting capacity with respect to such office) and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance.

Section 6. Sale Proceeds. The proceeds from the sale of the Temporary Bonds, except any premium or accrued interests, shall be paid into the special fund established for those proceeds, and those proceeds are appropriated thereto and shall be used for the purpose for which the Temporary Bonds are being issued, including the reimbursement of moneys advanced or applied by

the City to pay costs of the Project. Any portion of the proceeds from the sale of the Temporary Bonds representing premium and accrued interest shall be paid into the Debt Retirement Fund (as defined below in Section 7).

Section 7. Debt Retirement Fund. Pursuant to Ordinance No. 13-009, the City Commission has heretofore created and ordered maintained a separate fund of the City that constitutes an urban renewal debt retirement fund within the meaning of the Act (and particularly Sections 725.03 and 725.05 of the Ohio Revised Code), which is designated the “Urban Renewal Debt Retirement Fund” (the “Debt Retirement Fund”). There shall be deposited into the Debt Retirement Fund, as and when received, (a) the Net Urban Renewal Service Payments (as defined below); (b) any proceeds of the Temporary Bonds, the Definitive Bonds or any Additional Bonds (as defined in Section 9 below) (collectively, “Urban Renewal Bonds”) which remain following the payment of all costs of the project to be paid therefrom; (c) the proceeds received from the sale of any Additional Bonds issued to refund any outstanding Urban Renewal Bonds issued under the Act; and (d) any other “urban renewal service payments,” as defined in the Act, that the City determines to deposit in the Debt Retirement Fund. As used herein, the term “Net Urban Renewal Service Payments” means “urban renewal service payments,” as defined in the Act, required to be paid with respect to the “improvements,” as defined in the Act, on the Property by the Developer and its successors and assigns to the Property or any part thereof pursuant to the Development Agreement and the Act, including, but not limited to the Chesapeake Revenues, and which are received by the City less the amount of such urban renewal service payments paid by the City to the Sandusky City School District pursuant to a Compensation Agreement entered into among the City, the Developer and the Sandusky City School District on November 24, 2004, as amended and supplemented, most recently by the Second Supplement to Compensation Agreement, dated as of February 14, 2017, all in connection with the Development Agreement.

Section 8. Security for Bonds. The Temporary Bonds shall be special obligations of the City, and the payment of debt charges thereon is secured by a pledge, on a subordinate basis to the Series 2013 Bonds and any Additional Bonds (unless otherwise determined by the Finance Director in the Certificate of Award), of the Net Urban Renewal Service Payments on deposit in the Debt Retirement Fund. The Temporary Bonds are not and shall not be secured by an obligation or pledge of any money raised by taxation. The Temporary Bonds do not and shall not represent or constitute

a debt or pledge of the faith and credit or taxing power of the City, and the holder or holders thereof have and shall have no right to have taxes levied by the City for the payment of debt charges on the Bonds.

The Debt Retirement Fund is pledged to and shall be used, so long as any Urban Renewal Bonds are outstanding, solely and exclusively for the payment of debt charges on the outstanding Urban Renewal Bonds when due as provided in this ordinance and in any ordinance authorizing the issuance of the Definitive Bonds or any Additional Bonds. As used herein, the term “Additional Bonds” means urban renewal bonds issued (other than the Temporary Bonds or the Definitive Bonds) or other obligations entered into by the City pursuant to or as described in the Act and as permitted by Section 9 payable from the Net Urban Renewal Service Payments.

The City hereby covenants and agrees that so long as any Urban Renewal Bonds are outstanding, it will deposit or cause to be deposited in the Debt Retirement Fund, Net Urban Renewal Service Payments, to the extent received, sufficient in time and amount to pay the debt charges on any outstanding Urban Renewal Bonds, as the same become due and payable, and the City covenants and agrees that, so long as any Urban Renewal Bonds are outstanding, it will diligently and promptly proceed in good faith and use its best efforts to cause the urban renewal service payments required by the Development Agreement to be paid to the City, and that, should there be a default in the payment thereof, the City shall cooperate with the any holder of any such Urban Renewal Bonds to fully protect the rights and security of that holder and shall diligently and promptly proceed in good faith and use its best efforts to enforce the payments of the urban renewal service payments under the Development Agreement to the end that, at all times, Net Urban Renewal Service Payments shall be derived sufficient in time and amount to pay the debt charges on outstanding Urban Renewal Bonds as the same become due and payable.

Nothing herein shall be construed as requiring the City to use or apply to the payment of debt service charges on the Bonds any funds or revenues from any source other than Net Urban Renewal Service Payments. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this ordinance or of the Bonds.

An Urban Renewal Bond shall no longer be considered to be outstanding, and the pledge of the Net Urban Renewal Service Payments and Debt Retirement Fund pursuant to this ordinance shall be released with respect to such Urban Renewal Bond, if the City has placed in escrow, and pledged for the payment of debt charges on such Urban Renewal Bond, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on such Urban Renewal Bond. For purposes of this paragraph, “direct obligations of or obligations guaranteed as to payment by the United States” includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

Section 9. Additional Bonds. The City, to the extent then permitted by law and for purposes consistent with the Act, may, to the extent reasonably deemed necessary by the City to finance costs of carrying out the City’s undertakings and activities necessary to eliminate blight and prevent the recurrence of blight, and after complying with the provisions of the last paragraph of this section, issue Additional Bonds, from time to time to provide for:

- (a) additional costs of the Project, or
- (b) other urban renewal project costs in accordance with the Act in the Plan Area or other urban renewal areas of the City, including those heretofore or hereafter designated by the City Commission, or
- (c) refunding any outstanding Urban Renewal Bonds, or
- (d) any combination of the purposes described in clauses (a), (b) and (c) hereof;

provided that the proceeds of any Additional Bonds shall be used by the City solely to pay permissible costs under the Act. Such Additional Bonds shall be secured by a pledge of and be payable from money in the Debt Retirement Fund on a parity with the Urban Renewal Bonds theretofore or thereafter issued and shall be dated, mature, bear interest and be secured as provided by the ordinance authorizing such Additional Bonds.

If determined by the Finance Director to be in the best interest of and financially advantageous to the City, the Finance Director may provide in the Certificate of Award that the

issuance of any Additional Bonds on a parity therewith shall be subject to a Coverage Test (as hereinafter defined). The Finance Director may provide in the Certificate of Award so long as any Urban Renewal Bonds are outstanding that before any Additional Bonds are issued, the City shall be required to furnish a certificate of the Finance Director showing that the aggregate amount of the Net Urban Renewal Service Payments deposited in the Debt Retirement Fund the fiscal year immediately preceding the issuance of those Additional Bonds is at least equal to a certain percentage (which percentage shall not be more than one hundred twenty-five percent (125%), as provided in the Certificate of Award) of the highest amount required to be paid in any succeeding calendar year of the sum of (a) the debt charges on any then outstanding Urban Renewal Bonds and (b) the estimated debt charges on the proposed Additional Bonds; provided further that with respect to such calculation: (1) the debt charges on any Urban Renewal Bonds originally issued (including for this purpose the Additional Bonds proposed to be issued) with a maturity of one year or less shall be deemed to be equal to the product of the principal amount thereof multiplied by 0.07265 and (2) in making such calculation with respect to any Additional Bonds being issued to refund all or any portion of any outstanding Urban Renewal Bonds, the debt charges on such outstanding Urban Renewal Bonds being refunded shall not be included in that calculation (the “Coverage Test”).

Junior lien or other subordinate obligations payable from the Net Urban Renewal Service Payments may be issued without limitation, unless the Finance Director determines, taking into account current market conditions and the financial advantages to the City, as set forth in the Certificate of Award, it is in the best interest of the City to include them as Additional Bonds for the Coverage Test, or to establish a separate coverage test for junior lien or other subordinate obligations that is less than the maximum percentage Coverage Test applicable to the Bonds and Additional Bonds set forth above.

Section 10. Tax Covenants. The Temporary Bonds may be designated as Tax-Exempt Obligations by the Finance Director as determined in the Certificate of Award. If the Temporary Bonds are issued as Tax Exempt Obligations, the following representations and covenants in this Section apply. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Temporary Bonds in such manner and to such extent as may be necessary so that (a) the Temporary Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds

under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Temporary Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Temporary Bonds to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will among other acts of compliance, (i) apply the proceeds of the Temporary Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Finance Director as the fiscal officer, or any other officer of the City having responsibility for issuance of the Temporary Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Temporary Bonds as the City is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Temporary Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Temporary Bonds, and (c) to give one or more appropriate certificate of the City, for inclusion in the transcript of proceedings for the Temporary Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Temporary Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax

treatment of the interest on and the tax status of the Temporary Bonds. The Finance Director is specifically authorized to designate the Temporary Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Temporary Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Temporary Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Temporary Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Temporary Bonds.

Section 11. City Covenants. In addition to other covenants of the City in this ordinance, the City further covenants and agrees as follows:

- (a) The City will, solely from the sources herein provided, pay or cause to be paid the debt charges on the Temporary Bonds and any Additional Bonds on, as to said Bonds, the dates and in the manner provided herein and in the Temporary Bonds, and as to any Additional Bonds, on the dates and in the manner provided in the ordinance or ordinances authorizing issuance thereof and as provided in the Additional Bonds.
- (b) The City will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this ordinance, in the Temporary Bonds as executed and delivered, and in all proceedings of the City Commission pertaining to the Temporary Bonds. The City warrants and covenants that it is, and upon delivery of the Temporary Bonds will be, duly authorized by the Constitution and laws of the State of Ohio, including particularly and without limitation the Act, to issue the Temporary Bonds and to provide the security for payment of the debt charges in the manner and to the extent herein set forth; that all actions on its part for the issuance of the Temporary Bonds have been or will be duly and effectively taken; and that the Temporary Bonds will be valid and enforceable special obligations of the City according to the terms thereof. Each provision of this ordinance and the Bonds is binding upon such officer of the City as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the City and of its officers and employees undertaken pursuant to such proceedings for the Temporary Bonds is established as a duty of the City and of each such officer and employee having authority to perform such duty, resulting from an office, trust or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.

- (c) The City will not make any pledge or assignment of, or create any lien or encumbrance upon, the Debt Retirement Fund or the Net Urban Renewal Service Payments other than the pledge under this ordinance or under the ordinance or ordinances authorizing issuance of the Additional Bonds.

Section 12. Bond Counsel. This City Commission hereby retains the firm of Squire Patton Boggs (US) LLP pursuant to an engagement letter which has been delivered to the City by that firm in order to furnish legal services in connection with the issuance of the Temporary Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such law firm in rendering such services as are approved by the Finance Director and the Law Director. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. That engagement letter, and the execution thereof by the Finance Director, the Law Director, or any one of them, is hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 13. Financial Advisor. This City Commission hereby retains the firm of Sudsina & Associates, LLC in order to furnish financial advisory services in connection with the issuance and sale of the Bonds and other matters related thereto and hereby authorizes the Finance Director to pay such fees and out-of-pocket expenses of such financial advisory firm in rendering such services as are approved by the Finance Director and the Law Director. In rendering those financial advisory services, as an independent contractor and in a financial advisory relationship with the City, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Delivery to County Auditor. The Clerk of the City Commission is directed to deliver a certified copy of this ordinance and the Certificate of Award to the County Auditor.

Section 15. Satisfaction of Conditions for Temporary Bond Issuance. This City Commission determines that all acts and conditions necessary to be done or performed by the City

or to have been met precedent to and in the issuing of the Temporary Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Temporary Bonds have been performed and have been met, in regular and due form as required by law; that the Net Urban Renewal Service Payments which are on deposit in the Urban Renewal Debt Retirement Fund are pledged for the timely payment of the debt charges on the Temporary Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Temporary Bonds.

Section 16. Compliance with Open Meeting Requirements. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 17. Captions and Headings. The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 18. Effective Date. That, for the reasons set forth in the last preamble hereto, this ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its passage and due authentication by the President and the Clerk of the City Commission.

Dennis E. Murray, Jr.
President of the City Commission

ATTEST:

Kelly Kresser
Clerk of the City Commission

Passed: May 28, 2019



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
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419.627.5829
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To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 15, 2019

Subject: Commission Agenda Item – OWDA Loan for Shoreline Drive Rehabilitation Project

ITEM FOR CONSIDERATION: Ordinance approving a cooperative agreement between the City of Sandusky and the Ohio Water Development Authority (OWDA) to provide a low-interest loan to finance the cost of design and construction of the Shoreline Drive Rehabilitation Project.

BACKGROUND INFORMATION: The City began the planning process for the Shoreline Drive Rehabilitation in 2016, fueled by the Bicentennial Vision Comprehensive Plan which called out the need to reconstruct Shoreline Drive. The City entered into a Professional Services agreement in an amount not to exceed \$436,320.00 with Osborn Engineering and City Architecture to complete the preliminary design process as the criteria engineer in accordance with the Design-Build process, Ordinance 17-224.

The City started the Design-Build process by receiving eight qualification packets, with the top four being shortlisted, moving to the proposal stage of the process. Technical and price proposals were reviewed and the weighted selection formula was applied to all firms, with the Design-Build Team, Kokosing Industrial, Inc. and WSP USA being selected as the “best value” Proposer. The City entered into negotiations with the DBT, and a Design-Build Contract approved at the Tuesday, October 9, 2018 City Commission Meeting in a total contract amount not to exceed \$8,789,877.00, Ordinance 18-192 at which time it was mentioned that an OWDA loan would be sought for the sewer and water portions of the project.

The project will include the replacement of aging water, sewer and storm sewer mains, reconstruction of the roadway including the removal of abandon railroad tracks, on-street parking improvements, multi-use paths, lighting and burial of low-voltage utilities in various locations.

Staff had previously brought legislation before City Commission for review and approval of an OWDA Loan in October of 2018 but it did not pass. After staff further evaluated the project and water/sewer funds, they have decided to revise the request by only seeking a loan on the design-build portion of the project. Ultimately, eliminating the planning and preliminary design portion from the loan.

The Ohio Water Development Authority has been created to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects. The City of Sandusky

desires to obtain a loan from the OWDA to finance the cost of construction activities for the Shoreline Rehabilitation Project. This loan is included in the 2019 Capital Improvement Plan.

BUDGETARY INFORMATION: For the city-wide and wholesale rate studies recently finalized, it was anticipated that an OWDA loan would be obtained for this project. The total cost of the loan will be as follows:

Construction & Design	\$4,791,661.00
Contingency (10%)	\$479,166.10
OWDA Administrative Fee (0.35%)	\$18,447.89
<u>Capitalized Interest (2.79%)</u>	<u>\$221,356.16</u>
	\$5,510,631.15

The entire cost would be reimbursed over 30 years from the Sewer and Water Funds via a low interest loan. Final loan amount will be based on actual final costs and interest will be based on yearly.

ACTION REQUESTED: It is requested that an Ordinance be passed to allow the City Manager and the Finance Director to enter into a cooperative agreement with the Ohio Water Development Authority under suspension of the rules in accordance with Section 14 of the City Charter so the application can be filed with Ohio Water Development Authority by June of 2019 allowing the City to seek reimbursement for payments already made and current.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SANDUSKY AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) TO FINANCE THE COST OF DESIGN AND CONSTRUCTION FOR THE SHORELINE DRIVE REHABILITATION PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Bicentennial Vision Comprehensive Plan, the City began the planning process for the Shoreline Drive Rehabilitation in 2016; and

WHEREAS, this City Commission approved an agreement with Osborn Engineering of Cleveland, Ohio, for Professional Design Services for the preliminary engineering of the Shoreline Drive Rehabilitation Project by Ordinance No. 17-016, passed on February 13, 2017, and subsequently approved another agreement for Professional Design Services for the preparation of the design-build documents, bidding documents, and construction engineering by Ordinance No. 17-224, passed on December 11, 2017; and; and

WHEREAS, this City Commission approved a design-build contract with Kokosing Industrial, Inc. of Toledo, Ohio, for the Shoreline Drive Rehabilitation Project by Ordinance No. 18-192, passed on October 9, 2018; and

WHEREAS, the proposed Shoreline Drive Rehabilitation Project involves the rehabilitation and streetscape improvements of Shoreline Drive including the replacement of aging water, sewer and storm sewer mains, reconstruction of the roadway including the removal of abandoned railroad tracks, on-street parking improvements, multi-use paths, lighting and burial of low-voltage utilities in various locations; and

WHEREAS, the Ohio Water Development Authority (OWDA) has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of Ohio, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of Ohio for the protection and preservation of the comfort, health, safety, convenience and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of Ohio, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Ohio Revised Code; and

WHEREAS, the City of Sandusky (referred to as the "LGA" in the Cooperative Agreement) desires to obtain a loan from the OWDA to finance the cost of certain design and construction activities on the terms as set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project", a copy of which is marked Exhibit "1" attached to this Ordinance and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the OWDA has indicated its willingness to make a loan for design and construction activities for the Shoreline Drive Rehabilitation Project pursuant to the terms in the Cooperative Agreement; and

WHEREAS, the City of Sandusky desires a loan from the Ohio Water Development Authority (OWDA) in the amount of \$5,510,631.15 to finance the cost of design and construction for the Shoreline Drive Rehabilitation Project as follows:

Construction & Design	\$ 4,791,661.00
Contingency (10%)	\$ 479,166.10
OWDA Administrative Fee (0.35%)	\$ 18,447.89
<u>Capitalized Interest (2.79%)</u>	<u>\$ 221,356.16</u>
	\$ 5,510,631.15

; 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 and file the application with the Ohio Water Development Authority by June of 2019 which will allow the City to seek reimbursement for payments already made and current project costs; 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 (LGA) hereby approves the design and construction activities for the Shoreline Drive Rehabilitation Project and to finance the costs of these activities in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for Construction, Maintenance and Operation of State Water Project or Wastewater Project" substantially in the same form as attached hereto marked Exhibit "1".

Section 2. The City Manager and the Finance Director are hereby authorized and directed to execute the Agreement on behalf of the City in substantially the same form of the Agreement attached hereto and together with

such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with carrying out the City's public purpose.

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 28, 2019

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

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

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs. The "LGA" represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Section 3.9. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of

the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount. The Borrower [in other agreements, the "LGA"] represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA."

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an

office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB"), any one or more nationally recognized municipal securities information repositories ("NRMSIRs") or state information depository ("SID"), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB, any NRMSIR, or any SID of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB, any NRMSIR, or any SID. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to

be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the

same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any

award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project

Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. With respect to the financing of Project Facilities by the OWDA as provided herein, the LGA agrees as follows:

(a) At no time will ten percent (10%) or more of any Project Facility or Project Site to be financed with funds borrowed from the OWDA ("OWDA Funds") be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the OWDA Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

Section 7.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 7.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

Section 7.4. If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided hereinabove.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OWDA General Counsel

OHIO WATER DEVELOPMENT
AUTHORITY

By: _____
OWDA Executive Director

APPROVED AS TO FORM

LGA Legal Officer or Counsel

LGA: _____

By: _____

By: _____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

CONSTRUCTION CONTRACT(S)

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.



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 15, 2019

Subject: Commission Agenda Item- Cedar Point Watermain Improvement Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 2 and Final for the Cedar Point Watermain Improvement Project.

BACKGROUND INFORMATION: This project was awarded to Cash Services, LLC. Millbury, Ohio at the September 10 18, 2018 city commission meeting per ordinance 18-182 in the amount of \$403,107.50.

This project provided for the replacement of two sections of existing watermain along Cedar Point Drive. The first section will be starting at the First Street and Cedar Point Causeway intersection and proceeding approximately three hundred feet (300') northerly. The second portion of construction will involved replacing the twelve (12") water main on and in the vicinity of the High Bridge on the Causeway

Change Order No. 2 in the amount of \$13,040.37 provides for the final installation quantities for bid items no 1-23 and several items that are listed below, most of the items were required to finish the installation of the new 16" waterline on the high bridge.

Summary of Costs:

Item 1: Cut and cap old lead service line at First Street & Cedar Point Dr.	ADD: \$2,607.24
Item 2: Additional saw cutting on bridge	ADD: \$1,676.95
Item 3: Additional saw cutting-pavement	ADD: \$1,644.50
Item 4: Additional equipment-due to concrete thickness	ADD: \$5,250.18
Item 5: Abutment wall repairs	ADD: \$7,878.20
Item 6: Bid items 1-23 Field Quantities installed	DEDUCT: -\$6,016.70
TOTAL ADDITION:	\$13,040.37

BUDGETARY INFORMATION: Change Order No. 1 was approved at the March 11, 2019 city commission meeting per ordinance 19-044 In amount of \$45,666.66 and revised the contract amount to \$448,774.16 Change Order No. 2 in the amount of \$13,040.37, will revise the contract amount of \$448,774.16 to \$461,814.53. The additional costs are paid by the Water Fund.

As mentioned in the agenda for Change Order No. 1, Cedar Fair will be reimbursing the city \$17,874.16 for the work involving the removal and replacement of the C channel lateral bracing under the bridge.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 2 for additional work for the Cedar Point Watermain Improvement Project. It is further requested that this be passed in accordance with Section 14 of the City Charter so that the contractor can be paid for work already completed in the field.

I concur with this recommendation:

Eric Wobser
City Manager

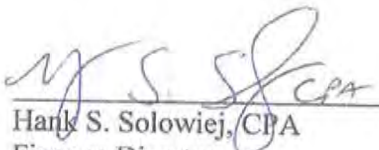
Aaron Klein, P.E.
Director

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: Cedar Point Water Main - change order #2

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

5-22-19

Date

Change Order No. **2 and Final**Contractor: **Cash Services, LLC****5811 Woodville Road PO Box 206 Millbury, OH 43447**STREET OR LOCATON OF WORK: **Cedar Point Watermain Improvement Project**

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

CONTRACT: **2906**ORDINANCE NO. **18-182 & 19-044** (change order no.1)

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
FINAL QUANTITIES OF BID ITEMS											
1		1.00	1.00	0.00	LS	Preconstruction Video Recording	\$2,000.00	\$2,000.00	\$2,000.00		
2		105.00	317.00	212.00	CY	Granular Backfill	\$50.00	\$5,250.00	\$15,850.00	\$10,600.00	
3		1.00	1.00	0.00	LS	Valve Chamber Demolition	\$25,000.00	\$25,000.00	\$25,000.00		
4		1.00	1.00	0.00	LS	Meter Vault Demolition	\$30,000.00	\$30,000.00	\$30,000.00		
5	254	356.00	238.00	-118.00	SY	Pavement Planing	\$10.00	\$3,560.00	\$2,380.00		-\$1,180.00
6	448	25.00	19.38	-5.62	CY	Asphalt Concrete Surface Course	\$315.00	\$7,875.00	\$6,104.70		-\$1,770.30
7	448	5.00	2.08	-2.92	CY	Asphalt Concrete Surface Course Trench Repairs	\$625.00	\$3,125.00	\$1,300.00		-\$1,825.00
8	451	185.00	236.00	51.00	SY	Reinforced Concrete Base Course, Trench Repair	\$85.00	\$15,725.00	\$20,060.00	\$4,335.00	
9	526	25.00	39.91	14.91	SY	Reinforced Concrete Approach Slabs	\$835.00	\$20,875.00	\$33,324.85	\$12,449.85	
10	526	8.00	0.00	-8.00	SY	Reinforced Concrete Approach Slabs-Section B	\$870.00	\$6,960.00	\$0.00		-\$6,960.00
11	611	2.00	1.00	-1.00	EA	Manholes Adjusted to Grade includes frame & casting	\$500.00	\$1,000.00	\$500.00		-\$500.00
12	611	2.00	0.00	-2.00	EA	Catch Basins Adjusted to Grade includes frame & casting	\$400.00	\$800.00	\$0.00		-\$800.00
13	614	185.00	55.50	-129.50	SY	Temporary Pavement	\$20.00	\$3,700.00	\$1,110.00		-\$2,590.00
14	Special	1.00	1.00	0.00	LS	Allowance for gasoline work	\$20,000.00	\$20,000.00	\$20,000.00		
15	638	30.00	13.50	-16.50	LF	24" Watermain	\$500.00	\$15,000.00	\$6,750.00		-\$8,250.00
16	638	175.00	182.50	7.50	LF	16" Watermain (buried not insulated)	\$664.50	\$116,287.50	\$121,271.25	\$4,983.75	
17	638	35.00	32.00	-3.00	LF	16" Watermain (buried and insulated)	\$670.00	\$23,450.00	\$21,440.00		-\$2,010.00
18	638	65.00	65.00	0.00	LF	16" Watermain (exposed and insulated)	\$820.00	\$53,300.00	\$53,300.00		
19	638	1.00	2.00	1.00	EA	16" Gate Valve and Valve Box	\$9,000.00	\$9,000.00	\$18,000.00	\$9,000.00	
20	638	1.00	1.00	0.00	EA	2" Gate Valve and Air Release assembly	\$1,700.00	\$1,700.00	\$1,700.00		
21	638	1.00	1.00	0.00	EA	16" gate Valve and Manhole	\$17,000.00	\$17,000.00	\$17,000.00		
22	Special	1.00	0.00	-1.00	LS	Contingency-to be used only as directed by the Engineer	\$20,000.00	\$20,000.00	\$0.00		-\$20,000.00
23	Special	30.00	0.00	-30.00	CY	Earth Excavation, including backfill to be used as directed by the Engineer	\$50.00	\$1,500.00	\$0.00		-\$1,500.00
Total=										\$41,368.60	-\$47,385.30
Total Difference of bid items 1-23=											-\$6,016.70
CHANGE ORDER EXTRA WORK											
Item 1	CO1		1.00	1.00	LS	Temporary support of existing waterline and casing pipe	\$1,929.41		\$1,929.41	\$1,929.41	
Item 2	CO1		1.00	1.00	LS	Existing I beam removals	\$14,263.57		\$14,263.57	\$14,263.57	
Item 3	CO1		1.00	1.00	LS	Removal of existing C channel lateral bracing and installation of new lateral bracing	\$17,874.16		\$17,874.16	\$17,874.16	
Item 4	CO1		1.00	1.00	LS	Additional saw cutting, excavation, casing ipe and abutment work on the north & south sides of the high bridge	\$11,599.52		\$11,599.52	\$11,599.52	
Total Change Order No. 1=										\$45,666.66	\$0.00
Item 1	CO2		1.00	1.00	LS	Cut and cap old lead service line at First Street & Cedar Point Dr	\$2,607.24		\$2,607.24	\$2,607.24	
Item 2	CO2		1.00	1.00	LS	Additional saw cutting on bridge	\$1,676.95		\$1,676.95	\$1,676.95	
Item 3	CO2		1.00	1.00	LS	Additional saw cutting pavement	\$1,644.50		\$1,644.50	\$1,644.50	
Item 4	CO2		1.00	1.00	LS	Excavator with hydraulic hammer for additional thickness	\$5,250.18		\$5,250.18	\$5,250.18	
Item 5	CO2		1.00	1.00	LS	Abutment wall repair	\$7,878.20		\$7,878.20	\$7,878.20	
Item 6	CO2		1.00	1.00	LS	Total Difference of bid items 1-23 (from above)					-\$6,016.70
Total Change Order No.2=										\$19,057.07	-\$6,016.70
Original Contract Amount										\$403,107.50	
CO1 Amount										\$45,666.66	
CO2 Amount										\$13,040.37	
Final - Revised Contract Amount										\$461,814.53	

Explanation: Change order reflects work performed in the field.

Accepted: _____

Contractor

Date: 5-15, 2019

Accepted: _____

City Engineer

Date: _____, 2019

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE SECOND & FINAL CHANGE ORDER FOR WORK PERFORMED BY CASH SERVICES, LLC, OF MILLBURY, OHIO, FOR THE CEDAR POINT WATERMAIN IMPROVEMENT PROJECT IN THE AMOUNT OF \$13,040.37; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the existing sixteen-inch (16”) watermain from First Street to Cedar Point that is the main supply of potable water to Cedar Point and the residents along the Cedar Point Chaussee had experienced multiple breaks along three (3) different sections over the last several years and one (1) section was replaced as an emergency in 2016; and

WHEREAS, the Cedar Point Watermain Improvement Project provided for the replacement of the other two (2) sections starting at the First Street and Cedar Point Drive intersection and proceeding approximately 300 feet north and the replacement of the 12” watermain to the section on and in the vicinity of the High Bridge on Cedar Point Drive; and

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

WHEREAS, this City Commission declared the necessity to proceed with the proposed Cedar Point Watermain Improvement Project by Resolution No. 029-18R, passed on July 23, 2018; and

WHEREAS, this City Commission approved the awarding of the contract to Cash Services, LLC, of Millbury, Ohio, for work to be performed for the Cedar Point Watermain Improvement Project by Ordinance No. 18-182, passed on September 10, 2018; and

WHEREAS, this City Commission approved the First Change Order for several items found during the installation of the insulated waterline pipe through the northern and southern abutment walls at the high bridge area in the amount of \$45,666.66 by Ordinance No. 19-044, passed on March 11, 2019; and

WHEREAS, this Second & Final Change Order reflects final quantities used and items required to finish the installation of the new 16” waterline on the high bridge and are summarized as follows:

1. Cut and cap old lead service line at First Street & Cedar Point Drive	ADD	\$2,607.24
2. Additional saw cutting on bridge	ADD	\$1,676.95
3. Additional saw cutting pavement	ADD	\$1,644.50
4. Excavator with hydraulic hammer for additional thickness	ADD	\$5,250.18

5. Abutment wall repair	ADD	\$7,878.20
6. Bid items 1-23 field quantities installed	DEDUCT	(\$6,016.70)
	TOTAL	<u>\$13,040.37</u>

WHEREAS, the original contract with Cash Services, LLC, was \$403,107.50 and revised to \$448,774.16 with the First Change Order, and the with the addition of this Second & Final Change Order in the amount of \$13,040.37, the final contract amount is \$461,814.53 and the additional cost of \$13,040.37 will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment in a timely manner to contractor for services already provided; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this Second & Final Change Order for work performed for the Cedar Point Watermain Improvement Project in an amount **not to exceed** Thirteen Thousand Forty and 37/100 Dollars (\$13,040.37) resulting in the final contract cost of Four Hundred Sixty One Thousand Eight Hundred Fourteen and 53/100 Dollars (\$461,814.53) with Cash Services, LLC, of Millbury, 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 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 28, 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 15, 2019

Subject: **Commission Agenda Item- Professional Consultant Services Agreement with O.R. Colan Associates**

ITEM FOR CONSIDERATION: Legislation for approval to enter into an agreement for Professional Property & Easement Acquisition Services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility and Connectivity Improvements Project

BACKGROUND INFORMATION: This project consists of improvements on the west side of Sandusky along Edgewater Avenue, the Sagamore and Linden neighborhood and Venice Road from Edgewater Avenue to just east of Cold Creek Bridge. There will be installation of new storm water and waterline along Venice Road including a multi-use path from Edgewater Avenue just east of Cold Creek Bridge. In the Edgewater, Sagamore and Linden areas, new storm sewers and waterline will be installed. A new storm sewer will be installed along Edgewater Avenue, north of Venice Road.

It is important to hire a qualified firm for right-of-way, easement and property acquisition services. The scope for this work includes title research, development of appraisals, cost negotiations, closing on property transfers, recordings and title updates.

O.R. Colan Associates was selected as the top ranked consultant to perform right-of-way, easement and property acquisitions services for the West side Utility and Connectivity improvements Project based on the 2019 Request for Statements of Qualifications process. O.R. Colan has extensive experience with the right-of-way, easement and property acquisitions services. A final Scope of Services (SOS) is attached to the legislation as Exhibit "A".

BUDGETARY INFORMATION: The estimated amount of the Consultant fee for professional services is not to exceed \$28,525.00 with \$14,975.00 from Sewer Funds, \$10,162.00 from Water Funds and \$3,388.00 from Capital Projects Funds (Issue 8). This cost does not include negotiated payments for the acquisition.

ACTION REQUESTED: It is recommended that an agreement with O.R. Colan Associates for professional Right-of-Way Acquisition Services for the West Side Utility and Connectivity 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 to finalize the design and construction of the underground infrastructure items prior to ODOT's urban paving program that is estimated to begin in the late spring of 2021. ODOT's urban paving program will resurface all of State Route 6 within the city. The section of Venice Road (State Route 6) between Fremont Avenue and Tiffin Avenue is covered under PID #103704.

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: West Side Connectivity Project - consultant agreement

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. Solowje, CPA
Finance Director

5 22 19

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL PROPERTY & EASEMENT ACQUISITION SERVICES WITH O.R. COLAN ASSOCIATES OF FAIRVIEW PARK, OHIO, FOR THE WEST SIDE UTILITY & CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the West Side Utility & Connectivity Improvements Projects consists of improvements on the west side of Sandusky along Edgewater Avenue, the Sagamore Street and Linden Street neighborhood, and Venice Road from Edgewater Avenue to just east of Cold Creek Bridge and includes new storm water and waterline along Venice Road, multi-use paths on Venice Road from Edgewater Avenue to just east of Cold Creek Bridge, new storm sewers and waterline in the Edgewater Avenue, Sagamore Street, and Linden Street areas, and new storm sewer along Edgewater Avenue, north of Venice Road; and

WHEREAS, this City Commission previously approved an agreement with DLZ Ohio, Inc., of Cleveland, Ohio, for professional design services for the West Side Utility & Connectivity Improvements Project by Ordinance No. 17-226, passed on December 11, 2017; and

WHEREAS, O.R. Colan Associates was selected as the top-ranked firm for the West Side Utility & Connectivity Improvements Project through the 2019 Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with right-of-way, easements, and property acquisitions as more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the estimated cost of the professional services is \$28,525.00 of which \$14,975.00 will be and will be paid with Sewer Funds, \$10,162.00 will be paid with Water Funds, and the remaining balance of \$3,388.00 will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to finalize the design and construction of the underground infrastructure items of the project prior to the Ohio Department of Transportation's Urban Paving Program which consists of resurfacing Venice Road (State Route 6) between Edgewater Drive and Fremont Avenue and is estimated to begin in late spring of 2021; 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 with O.R. Colan Associates of Fairview Park, Ohio, for Professional Property & Easement Acquisition Services for the West Side Utility Connectivity 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** Twenty Eight Thousand Five Hundred Twenty Five and 00/100 Dollars (\$28,525.00).

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 28, 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 O.R. Colan Associates (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:	Professional Property & Easement Acquisition Services for West Side Utility & Connectivity Improvements 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:	O.R. Colan Associates
Contact:	Benjamin Zera, Project Manager
Address:	22710 Fairview Center Drive Fairview Park, Ohio 44126

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 twenty-eight thousand five hundred and twenty five dollars (\$28,525.00). 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 supersedes 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 440-827-6122. 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.

O.R. Colan Associates

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____

Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: Professional Property & Easement Acquisition Services for West Side Utility
& Connectivity Improvements Project

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



April 29, 2019

Jane Cullen, P.E.
City of Sandusky
Department of Public Works
222 Meigs Street
Sandusky, OH 44870

RE: City of Sandusky – Cost Proposal for R/W Services
EDGEWATER AVENUE
Westside Utilities

Dear Ms. Cullen:

Thank you for contacting me regarding the right of way acquisition for this upcoming City project. Per your request O.R. Colan Associates (ORC) is please to submit a cost proposal to perform right of way appraisal/acquisition services associated with this project.

Based upon our discussion and various emails, the attached price proposal is based upon a per task basis for tasks including Project Management, Title Appraisal, Value Analysis, Acquisition and Closings based on the 90% you have provided to our office. In addition, attached for your review is a Scope of Services which outlines in detail each of the proposed services to be performed.

Please note that the determined appraisal formats are based upon review of the plans provided is our best estimate for the appropriate valuation. Should the appraisal format need to be changed based upon final project design, associated fees for appraisal may be subject to change.

ORC is available and ready to begin to work immediately for each of these projects upon receipt of the notice to proceed with this work as proposal. We appreciate the opportunity to work with you on this project and understand that you would like all property rights acquired by June 30, 2019, if possible. If you require additional information, please fee free to contact me at (4400 827-6116 ext. 205.

Respectfully,

A handwritten signature in blue ink that reads "Benjamin Zera".

Benjamin Zera
Project Manager

Attachment (as stated)

Cc: File

EXHIBIT "A" R/W SERVICES COST PROPOSAL

Project: City of Sandusky - Westside Utilities

VENICE & EDGEWATER

Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
1. Title ¹				
a. 42 year - LPA RE 46 & RE 46-1 (4 APN's)	Parcel	3	\$750	\$2,250
b. Railroad, Transit or Public Agency	Parcel	0	\$0	\$0
2. Appraisal				
a. Right of Way Cost Estimate	Each	0	\$0	\$0
b. Appraisal Scoping Meeting	Each	0	\$0	\$0
c. Summary Narrative - Complex	Parcel	0	\$0	\$0
d. Summary Narrative - Non Complex	Parcel	0	\$0	\$0
e. Value Finding	Parcel	0	\$2,500	\$0
f. Value Analysis	Parcel	3	\$850	\$2,550
3. Acquisition ²				
a. Negotiation	Parcel	3	\$1,800	\$5,400
b. RE 95	Parcel	1	\$350	\$350
c. Contract for Right of Entry	Parcel		\$500	
d. Negotiations with owner after file(s) turned in to City for appropriation filing with the court.	Per hour		\$150 per hour	\$0
4. Closing & Title Update ³				
a. Informal (includes preparing forms and mail out)	Parcel	3	\$500	\$1,500
b. Formal (includes preparing forms RE 30, 31, 44, 45 & 57 etc.)	Parcel	0	\$0	\$0
c. Title Update for Appropriations	Parcel	0	\$225	\$0
d. Recording/Copy fee (estimated subject to receipts)	Parcel	3	\$175	\$525
5. Relocation Assistance ²				
a. Pre-Acquisition Survey	Parcel	0	\$0	\$0
b. Residential	Parcel	0	\$0	\$0
c. Commercial	Parcel	0	\$0	\$0
d. Landlord	Parcel	0	\$0	\$0
e. Personal Property Move	Parcel	0	\$0	\$0
6. Project Administration ²				
	Parcel	3	\$800	\$2,400
TOTAL AUTHORIZED				\$14,975

¹ Copy Fees will be invoiced as actual cost to the project as set by the Erie County Recorder's Office (County receipts provided)

² Billing Terms

Acquisition-Task will be billed @ 50% of its fee once this milestone is met:

Offer Presented

Project Administration - Task will be billed for each parcel at the following percentages per each milestone completed:

- | | |
|--------------------------|-----|
| 1. ROE/Titles/Appraisals | 50% |
| 2. Offer Made | 50% |

³ Recording and copy Fees will be invoiced as actual cost to the project as set by the Erie County Recorder's Office (County receipts provided). Recording and copy fees have been estimated.

#NAME?

If Authorized				
Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
	Lump Sum			
	Lump Sum			
TOTAL IF AUTHORIZED				\$0
TOTAL AUTHORIZED AND "IF AUTHORIZED"				\$14,975

Exhibit "B"
PROJECT: City of Sandusky – Westside Utilities
Real Estate Acquisition/Right-of-Way Clearance
Scope of Services April 29, 2019

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Local Public Agency– References to "Local Public Agency" in this Scope of Services shall mean the City of Sandusky.

Design Consultant – References to "Design Consultant" in this Scope of Services shall mean DLZ.

Consultant – References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant, O. R. Colan Associates, LLC.

TITLES:

Title Reports: - All title research activities will be the responsibility of the Consultant. Title Report activities include the following:

- Preparation of Title Report 42 year search on ODOT LPA Form RE 46 (Title Report) and RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's) for up to three (3) auditor parcels.

The following will be completed as part of the standard title report update research:

- Complete copy of the current deed of record vesting fee simple title ownership;
- Copy of Auditor's card showing land and improvement values;
- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;
- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers compensation liens, unemployment liens and other liens that encumber each auditor's parcel number that is subject of the title report update, if any;
- Copies of leases (in the case of Oil and Gas Leases no search will performed on the assignment of various lease interest), if any;
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found since original title report, if any;
- Copies of tax map, subdivision plats, annexation plats, splits and combines of property if a change has occurred since the original title report date;
- Docket entries for pending suits, if any;
- Corporate Documents (if available on the Secretary of State's website);

APPRAISALS:

Appraisal Process – The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice USPAP and the appropriate agency appraisal guidelines and requirements of the client such as: State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions “Yellow Book” and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 “Uniform Act”.

Appraisal/Appraisal Updates – The Consultant will be responsible for preparing Value Analysis reports for the properties required for the project. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the Local Public Agency. Appraisal and Appraisal updates will be the responsibility of the Consultant. Any appraisal update will require a free proposal by Consultant with prior approval from the client at the consultant’s pre-negotiated fee.

Appraisal Reviews – The Appraisal Review process is not applicable.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating team. However should a significant block of time be required to be set aside to answer issues or prepare additional documentation, not otherwise requested in the appraisal review process, the appraiser retains the right to submit a contract modification for additional time and expenses accrued outside the limits of the original appraisal scope.

Sign Value Estimates – The appraiser will utilize Marshall & Swift Valuation for the determination of sign improvements.

ACQUISITION:

Preparation of Individual Parcel Files – The Consultant shall be responsible for the assemblage and maintenance of acquisition file. File will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the Local Public Agency.

Contract for Right of Entry – This task is not included however, if required by LPA or the result of an accelerated project schedule, a fee proposal by Consultant has been provided and the client will proceed if authorized.

Negotiations – The Consultant will be responsible for all negotiation activities for the acquisition of Temporary or permanent Standard Highway Easement on behalf of the LPA. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the Local Public Agency. Consultant is responsible for the preparation and distribution of the Notification Letters and Brochures; and the preparation and distribution of Offer Letters. During negotiations, the Consultant shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. Consultant will prepare and supply a Local Public Agency approved Brochure or ODOT Brochure, as directed by the Local Public Agency. Consultant will complete a maximum of ten (10) contacts (face to face meetings, phone

calls, faxes, mail, and/or e-mails) per acquisition parcel within a sixty (60) day period from the date of the Initial Offer, in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Local Public Agency wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification RE95 – One of the early items of work will be the preparation of a Property Inventory Classification (typically using Ohio Department of Transportation (ODOT) Form RE-95), if needed for specific parcels on this project. This will identify signs, fences, light poles, etc... being removed as part of the project, which are located in the Warranty Deed (WD), Permanent Easement and Temporary Easement areas. This form will establish ownership of these items and identify which improvements are real property and which are personal property. These forms will be provided to the appraiser(s) so that the owners/tenants are accurately compensated for their site improvements.

Bill of Sale – Bill of sale parcels are encountered when a third party (or more) owns the improvement(s) in the take area. As such, a Bill of Sale parcel is treated as a separation negotiation with the owner(s) of the improvement(s) and a separate negotiating fee is provided for in the Cost Proposal for each owner of an improvement. Bill of Sale parcels require the completion of ODOT Forms RE 56, RE 68 and RE 69, per ODOT *Policy and Procedures*.

Legal Descriptions – Legal Descriptions will be supplied by the Design Consultant and should be approved by the applicable County(s). The Design Consultant shall secure "pre-approved" legal descriptions with the applicable County(s) where appropriate and whenever possible. The Design Consultant or City shall be responsible for recording any Right of Way, Construction, and/or Center Line plats as may be required by the County.

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided by the Local Public Agency. In the absence of the Local Public Agency providing their own Instruments, the Consultant will use ODOT's LPA instruments; with the understanding that they will be reviewed and approved by the Local Public Agency's legal counsel prior to use on this project. Any proposed changes to the instruments will be approved by the LPA.

CLOSING & TITLE UPDATE:

Closings – All closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Title Update (fee is included within the cost proposal for Closing);
- Conducting of informal closing and owner disbursement as required;
- Assisting the property owner in the execution of required instruments and forms,
- Recording the signed instruments with the County Recorder's Office. All recording fees will be paid by Consultant and will be reimbursed by the LPA to Consultant with paid receipts;

The Local Public Agency will be responsible for the following:

- The Local Public Agency will be responsible for owner payment(s);
- The Local Public Agency will reimburse Consultant for all paid transfer fees, if any and recording fees upon presentation of paid receipts.

Title Updates – Consultant will be responsible to provide one (1) title update per parcel prior to closing a parcel or filing a parcel for appropriation. If additional title updates are required by the Local Public Agency, an additional title update fee will be charged to complete this work.

Mortgage Releases – Consultant will be responsible to secure Mortgage Releases for any parcel with an FMVE that exceeds \$25,000 or for a total taking of property; which includes contacting, providing documents and continued coordination with the Lending Institution(s) or Lien Holder(s). If Mortgage Releases are required, a mortgage release fee has been provided for in this proposal (one (1) release has been proposed for the total take property). Any fee charged by the lending institution will be paid by the Local Public Agency and will be invoiced as actual costs to the project, as pre-approved by the Local Public Agency.

PROJECT ADMINISTRATION:

Project Mobilization Meeting – A Project Mobilization Meeting may be held to introduce each other and to clarify any questions relating to project scope if required by LPA. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline will be submitted by the Consultant if requested by LPA and will indicate the critical path of the project as it relates to overall project development. Consultant will require a minimum of 90 days but not to exceed 105 days from the date work is authorized including receipt of the final plans reflecting all details for entire area to be acquired to the time the parcel will be turned in for billing for owner payment or to proceed with recommended condemnation filing with the court.

Administrative Reviews – The Local Public Agency shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. An administrative settlement recommendation will be provided by the Consultant to LPA. The Consultant shall have the authority to approve Administrative Reviews at an amount agreed upon with the LPA. The Consultant herein recommends that amount not to exceed \$300.00 per parcel authority be allowed the Consultant for immediate settlement. Inter-agency coordination, if required, for this task will be performed by the Consultant to secure all approvals and signatures on Administrative Settlements.

Appropriation Coordination – The Local Public Agency's legal counsel or other official as designated by the Local Public Agency shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from the Consultant, the Local Public Agency will be responsible for filing in the appropriate court of law.

This Scope of Service and Cost Proposal provides for the preparation of the appropriation package only to LPA. Follow-up meetings with owner after the parcel has been submitted for appropriation filing action to the Local Public Agency and if directed by the LPA for Consultant to re-enter into negotiations, mediation hearings, court deposition or testimony, and/or assisting legal counsel is included as an "if authorized" fee only at a rate of \$150.00 per hour.

Billing – Complete billing packages (signed or appropriations) shall be submitted to the Local Public Agency for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Local Public Agency personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Local Public Agency within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Local Public Agency and then forwarded to the Consultant for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the Local Public Agency's legal counsel to be placed on deposit with the Court. In all cases, the Local Public Agency will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports – The Consultant shall provide a monthly status report to the Local Public Agency on a form acceptable to the Local Public Agency. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings – The Consultant will provide phone conference meetings with the Local Public Agency personnel once per month after the Project work is authorized.

Final File Disposition – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, the Consultant shall submit the individual parcel file(s) to the City; either individually or at the end of the project during the project closeout.

Invoicing by Consultant – Consultant shall invoice the Local Public Agency on a monthly basis for labor payments. Invoices shall contain the Project Status Report (unless provided for separately) and a separate brief description of items contained on said invoice.

Utility Coordination Process – The utility service providers will work with the Design Consultant to identify specific utility relocation needs critical to the advancement and completion of the project. Utility coordination is the responsibility of the Design Consultant or other third party, and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of Services for this project:

- Property Inventory Classifications (ODOT Form RE-95/RE 56) for one (1) parcel.
- Title Reports and Title Report Updates for Closing (and/or Appropriation *if authorized*)

- Preparation of Individual Parcel Files
- Value Analysis and or Value Finding Appraisal(s). (*Updates, if authorized*)
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, Bill of Sale, etc...)
- Attempt for Contract for Right of Entry, *if applicable and if authorized*
- Preparation of Billing Packages
- Closings
- Project Administration
- Project Status Reports – Monthly Submittals
- Project Certification to the Local Public Agency
- Final File Disposition

RESPONSIBILITY OF THE LOCAL PUBLIC AGENCY

The Local Public Agency shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Encumbrances
- Administrative Reviews
- Appropriation Coordination and filing with the County Clerk of Court
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- Reimbursement of copy, transfer and/or recording *fees paid by consultant (receipts provided by Consultant)*
- Completion of IRS Form 1099-S
- Labor payments to the Consultant

RESPONSIBILITY OF THE DESIGN CONSULTANT

The Design Consultant shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Highway Construction and Right-of-Way Plans showing the properties to be acquired, and all current available information relative to the parcels to be acquired;
- Recording of Right of Way plans with local county officials *as may be required*;
- Preparation of Legal Descriptions;
- Pre-approval of Legal Descriptions with County(s) (if applicable).
- Determination of duration for Temporary Easements, *if applicable*.

Reference Documents – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- The Ohio Revised Code (including but not limited to Chapter 163)
- The Ohio Administrative Code
- USPAP



April 29, 2019

Jane Cullen, P.E.
City of Sandusky
Department of Public Works
222 Meigs Street
Sandusky, OH 44870

RE: City of Sandusky – Cost Proposal for R/W Services
VENICE ROAD & EDGEWATER AVENUE
Westside Utilities

Dear Ms. Cullen:

Thank you for contacting me regarding the right of way acquisition for this upcoming City project. Per your request O.R. Colan Associates (ORC) is please to submit a cost proposal to perform right of way appraisal/acquisition services associated with this project.

Based upon our discussion and various emails, the attached price proposal is based upon a per task basis for tasks including Project Management, Title Appraisal, Value Analysis, Acquisition and Closings based on the 90% you have provided to our office. In addition, attached for your review is a Scope of Services which outlines in detail each of the proposed services to be performed.

Please note that the determined appraisal formats are based upon review of the plans provided is our best estimate for the appropriate valuation. Should the appraisal format need to be changed based upon final project design, associated fees for appraisal may be subject to change. Additionally, the Value Finding format for the Toft Dairy property is based on their sign being impacted. If the sign is not impacted this will likely be reduced to a Value Analysis format.

ORC is available and ready to begin to work immediately for each of these projects upon receipt of the notice to proceed with this work as proposal. We appreciate the opportunity to work with you on this project and understand that you would like all property rights acquired by June 30, 2019, if possible. If you require additional information, please fee free to contact me at (4400 827-6116 ext. 205.

Respectfully,

A handwritten signature in blue ink, appearing to read "Benjamin Zera".

Benjamin Zera
Project Manager

Cc: File

EXHIBIT "A" R/W SERVICES COST PROPOSAL

Project: City of Sandusky - Westside Utilities

VENICE & EDGEWATER

Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
1. Title ¹				
a. 42 year - LPA RE 46 & RE 46-1 (4 APN's)	Parcel	2	\$750	\$1,500
b. Railroad, Transit or Public Agency	Parcel	0	\$0	\$0
2. Appraisal				
a. Right of Way Cost Estimate	Each	0	\$0	\$0
b. Appraisal Scoping Meeting	Each	0	\$0	\$0
c. Summary Narrative - Complex	Parcel	0	\$0	\$0
d. Summary Narrative - Non Complex	Parcel	0	\$0	\$0
e. Value Finding	Parcel	1	\$2,500	\$2,500
f. Value Analysis	Parcel	1	\$850	\$850
3. Acquisition ²				
a. Negotiation (+ Bill of Sale)	Parcel	3	\$1,800	\$5,400
b. RE 95	Parcel	1	\$350	\$350
c. Contract for Right of Entry	Parcel		\$500	
d. Negotiations with owner after file(s) turned in to City for appropriation filing with the court.	Per hour		\$150 per hour	\$0
4. Closing & Title Update ³				
a. Informal (includes preparing forms and mail out)	Parcel	2	\$500	\$1,000
b. Formal (includes preparing forms RE 30, 31, 44, 45 & 57 etc.)	Parcel	0	\$0	\$0
c. Title Update for Appropriations	Parcel	0	\$225	\$0
d. Recording/Copy fee (estimated subject to receipts)	Parcel	2	\$175	\$350
5. Relocation Assistance ²				
a. Pre-Acquisition Survey	Parcel	0	\$0	\$0
b. Residential	Parcel	0	\$0	\$0
c. Commercial	Parcel	0	\$0	\$0
d. Landlord	Parcel	0	\$0	\$0
e. Personal Property Move	Parcel	0	\$0	\$0
6. Project Administration ²				
	Parcel	2	\$800	\$1,600
TOTAL AUTHORIZED				\$13,550

¹ Copy Fees will be invoiced as actual cost to the project as set by the Erie County Recorder's Office (County receipts provided)

² Billing Terms

Acquisition-Task will be billed @ 50% of its fee once this milestone is met:

Offer Presented

Project Administration - Task will be billed for each parcel at the following percentages per each milestone completed:

- | | |
|--------------------------|-----|
| 1. ROE/Titles/Appraisals | 50% |
| 2. Offer Made | 50% |

³ Recording and copy Fees will be invoiced as actual cost to the project as set by the Erie County Recorder's Office (County receipts provided). Recording and copy fees have been estimated.

If Authorized				
Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
	Lump Sum			
	Lump Sum			
TOTAL IF AUTHORIZED				\$0
TOTAL AUTHORIZED AND "IF AUTHORIZED"				
				\$13,550

Exhibit "B"
PROJECT: City of Sandusky – Westside Utilities
Real Estate Acquisition/Right-of-Way Clearance
Scope of Services April 29, 2019

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

Local Public Agency– References to "Local Public Agency" in this Scope of Services shall mean the City of Sandusky.

Design Consultant – References to "Design Consultant" in this Scope of Services shall mean DLZ.

Consultant – References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant, O. R. Colan Associates, LLC.

TITLES:

Title Reports: - All title research activities will be the responsibility of the Consultant. Title Report activities include the following:

- Preparation of Title Report 42 year search on ODOT LPA Form RE 46 (Title Report) and RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's) for up to two (2) auditor parcels (Baileys Landscape, Tofts Dairy)

The following will be completed as part of the standard title report update research:

- Complete copy of the current deed of record vesting fee simple title ownership;
- Copy of Auditor's card showing land and improvement values;
- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;
- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers compensation liens, unemployment liens and other liens that encumber each auditor's parcel number that is subject of the title report update, if any;
- Copies of leases (in the case of Oil and Gas Leases no search will performed on the assignment of various lease interest), if any;
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found since original title report, if any;
- Copies of tax map, subdivision plats, annexation plats, splits and combines of property if a change has occurred since the original title report date;
- Docket entries for pending suits, if any;
- Corporate Documents (if available on the Secretary of State's website);

APPRAISALS:

Right of Accompaniment – The appraiser will afford the owner of Toft's dairy for accompaniment if the Toft's Dairy sign is within the proposed easement take and/or if the determined compensation exceeds \$10,000.00.

Appraisal Process – The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice USPAP and the appropriate agency appraisal guidelines and requirements of the client such as: State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions "Yellow Book" and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 "Uniform Act".

Appraisal/Appraisal Updates – The Consultant will be responsible for preparing a Value Analysis for the property required for the project and a Value Finding Appraisal for the Toft's Dairy property if the large Toft's sign is to be removed as part of the take. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the Local Public Agency. Appraisal and Appraisal updates will be the responsibility of the Consultant. Any appraisal update will require a free proposal by Consultant with prior approval from the client at the consultant's pre-negotiated fee.

Appraisal Reviews – The Appraisal Review process is not applicable.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating team. However should a significant block of time be required to be set aside to answer issues or prepare additional documentation, not otherwise requested in the appraisal review process, the appraiser retains the right to submit a contract modification for additional time and expenses accrued outside the limits of the original appraisal scope.

Sign Value Estimates – The appraiser will utilize Marshall & Swift Valuation for the determination of sign improvements.

ACQUISITION:

Preparation of Individual Parcel Files – The Consultant shall be responsible for the assemblage and maintenance of acquisition file. File will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the Local Public Agency.

Contract for Right of Entry – This task is not included however, if required by LPA or the result of an accelerated project schedule, a fee proposal by Consultant has been provided and the client will proceed if authorized.

Negotiations – The Consultant will be responsible for all negotiation activities for the acquisition of Temporary or permanent Standard Highway Easement on behalf of the LPA. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the

Local Public Agency. Consultant is responsible for the preparation and distribution of the Notification Letters and Brochures; and the preparation and distribution of Offer Letters. During negotiations, the Consultant shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. Consultant will prepare and supply a Local Public Agency approved Brochure or ODOT Brochure, as directed by the Local Public Agency. Consultant will complete a maximum of ten (10) contacts (face to face meetings, phone calls, faxes, mail, and/or e-mails) per acquisition parcel within a sixty (60) day period from the date of the Initial Offer, in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Local Public Agency wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification RE95 – One of the early items of work will be the preparation of a Property Inventory Classification (typically using Ohio Department of Transportation (ODOT) Form RE-95), if needed for specific parcels on this project. This will identify signs, fences, light poles, etc... being removed as part of the project, which are located in the Warranty Deed (WD), Permanent Easement and Temporary Easement areas. This form will establish ownership of these items and identify which improvements are real property and which are personal property. These forms will be provided to the appraiser(s) so that the owners/tenants are accurately compensated for their site improvements. A fee has been provided for this service for the Toft's Dairy parcel in which one of the signs to be removed is owned by a third party (Sandusky Harbor Marina).

Bill of Sale – Bill of sale parcels are encountered when a third party (or more) owns the improvement(s) in the take area. As such, a Bill of Sale parcel is treated as a separation negotiation with the owner(s) of the improvement(s) and a separate negotiating fee is provided for in the Cost Proposal for each owner of an improvement. Bill of Sale parcels require the completion of ODOT Forms RE 56, RE 68 and RE 69, per ODOT *Policy and Procedures*. These services is to be a part of this scope of work for the Sandusky Harbor Marina sign within the Toft's Dairy property.

Legal Descriptions – Legal Descriptions will be supplied by the Design Consultant and should be approved by the applicable County(s). The Design Consultant shall secure "pre-approved" legal descriptions with the applicable County(s) where appropriate and whenever possible. The Design Consultant or City shall be responsible for recording any Right of Way, Construction, and/or Center Line plats as may be required by the County.

Legal (Conveyance) Instruments – Legal (Conveyance) Instruments will be provided by the Local Public Agency. In the absence of the Local Public Agency providing their own Instruments, the Consultant will use ODOT's LPA instruments; with the understanding that they will be reviewed and approved by the Local Public Agency's legal counsel prior to use on this project. Any proposed changes to the instruments will be approved by the LPA.

CLOSING & TITLE UPDATE:

Closings – All closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Title Update (fee is included within the cost proposal for Closing);
- Conducting of informal closing and owner disbursement as required;
- Assisting the property owner in the execution of required instruments and forms,
- Recording the signed instruments with the County Recorder's Office. All recording fees will be paid by Consultant and will be reimbursed by the LPA to Consultant with paid receipts;

The Local Public Agency will be responsible for the following:

- The Local Public Agency will be responsible for owner payment(s);
- The Local Public Agency will reimburse Consultant for all paid transfer fees, if any and recording fees upon presentation of paid receipts.

Title Updates – Consultant will be responsible to provide one (1) title update per parcel prior to closing a parcel or filing a parcel for appropriation. If additional title updates are required by the Local Public Agency, an additional title update fee will be charged to complete this work.

Mortgage Releases – Consultant will be responsible to secure Mortgage Releases for any parcel with an FMVE that exceeds \$25,000 or for a total taking of property; which includes contacting, providing documents and continued coordination with the Lending Institution(s) or Lien Holder(s). If Mortgage Releases are required, a mortgage release fee has been provided for in this proposal (one (1) release has been proposed for the total take property). Any fee charged by the lending institution will be paid by the Local Public Agency and will be invoiced as actual costs to the project, as pre-approved by the Local Public Agency.

PROJECT ADMINISTRATION:

Project Mobilization Meeting – A Project Mobilization Meeting may be held to introduce each other and to clarify any questions relating to project scope if required by LPA. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

Project Timeline – A Project Timeline will be submitted by the Consultant if requested by LPA and will indicate the critical path of the project as it relates to overall project development. Consultant will require a minimum of 90 days but not to exceed 105 days from the date work is authorized including receipt of the final plans reflecting all details for entire area to be acquired to the time the parcel will be turned in for billing for owner payment or to proceed with recommended condemnation filing with the court.

Administrative Reviews – The Local Public Agency shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. An administrative settlement recommendation will be provided by the Consultant to LPA. The Consultant shall have the authority to approve Administrative Reviews at an amount agreed upon with the LPA. The Consultant herein

recommends that amount not to exceed \$300.00 per parcel authority be allowed the Consultant for immediate settlement. Inter-agency coordination, if required, for this task will be performed by the Consultant to secure all approvals and signatures on Administrative Settlements.

Appropriation Coordination – The Local Public Agency's legal counsel or other official as designated by the Local Public Agency shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from the Consultant, the Local Public Agency will be responsible for filing in the appropriate court of law.

This Scope of Service and Cost Proposal provides for the preparation of the appropriation package only to LPA. Follow-up meetings with owner after the parcel has been submitted for appropriation filing action to the Local Public Agency and if directed by the LPA for Consultant to re-enter into negotiations, mediation hearings, court deposition or testimony, and/or assisting legal counsel is included as an "if authorized" fee only at a rate of \$150.00 per hour.

Billing – Complete billing packages (signed or appropriations) shall be submitted to the Local Public Agency for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Local Public Agency personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Local Public Agency within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Local Public Agency and then forwarded to the Consultant for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the Local Public Agency's legal counsel to be placed on deposit with the Court. In all cases, the Local Public Agency will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

Project Status Reports – The Consultant shall provide a monthly status report to the Local Public Agency on a form acceptable to the Local Public Agency. The status report shall be a stand-alone document indicating the current acquisition status of the project.

Project Meetings – The Consultant will provide phone conference meetings with the Local Public Agency personnel once per month after the Project work is authorized.

Final File Disposition – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, the Consultant shall submit the individual parcel file(s) to the City; either individually or at the end of the project during the project closeout.

Invoicing by Consultant – Consultant shall invoice the Local Public Agency on a monthly basis for labor payments. Invoices shall contain the Project Status Report (unless provided for separately) and a separate brief description of items contained on said invoice.

Utility Coordination Process – The utility service providers will work with the Design Consultant to identify specific utility relocation needs critical to the advancement and

completion of the project. Utility coordination is the responsibility of the Design Consultant or other third party, and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of Services for this project:

- Property Inventory Classifications (ODOT Form RE-95/RE 56) for one (1) parcel.
- Title Reports and Title Report Updates for Closing (and/or Appropriation *if authorized*)
- Preparation of Individual Parcel Files
- Value Analysis and or Value Finding Appraisal(s). (*Updates, if authorized*)
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, Bill of Sale, etc...)
- Attempt for Contract for Right of Entry, *if applicable and if authorized*
- Preparation of Billing Packages
- Closings
- Project Administration
- Project Status Reports – Monthly Submittals
- Project Certification to the Local Public Agency
- Final File Disposition

RESPONSIBILITY OF THE LOCAL PUBLIC AGENCY

The Local Public Agency shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Encumbrances
- Administrative Reviews
- Appropriation Coordination and filing with the County Clerk of Court
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- Reimbursement of copy, transfer and/or recording *fees paid by consultant (receipts provided by Consultant)*
- Completion of IRS Form 1099-S
- Labor payments to the Consultant

RESPONSIBILITY OF THE DESIGN CONSULTANT

The Design Consultant shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Highway Construction and Right-of-Way Plans showing the properties to be acquired, and all current available information relative to the parcels to be acquired;
- Recording of Right of Way plans with local county officials *as may be required*;
- Preparation of Legal Descriptions;
- Pre-approval of Legal Descriptions with County(s) (if applicable).
- Determination of duration for Temporary Easements, *if applicable*.

Reference Documents – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- The Ohio Revised Code (including but not limited to Chapter 163)
- The Ohio Administrative Code
- USPAP



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Stuart Hamilton, Chief Wilcox

Date: May 15th, 2019

Subject: **Commission Agenda Item –Fire Dell Server (replacement).**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of a Dell server from Dell Marketing L.P. of Round Rock, TX, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program (contract #534109).

BACKGROUND INFORMATION:

The current Fire server was purchased in 2011 and has been running on an expired warranty since August 2016. This server is critical to Fire daily functionality and needs to be replaced with newer hardware.

Proposed Solution:

To purchase and implement a Dell server to replace old and error prone hardware. We will be purchasing the same server make and model that we have standardized in previous years. This will not only replace the server at the Sandusky Fire Department, it will enable us to move to Virtualization for the Department. Virtualization makes keeping services online more efficient and recovery simpler, but also with many more recovery and maintenance options.

BUDGETARY INFORMATION: The cost for this purchase will not exceed \$12,308.62 and will be paid with funds from the EMS Fund.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to expend funds for the purchase of a Dell server from Dell Marketing L.P. of Round Rock, TX. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to replace the old server as soon as possible and prior to any potential failures and to begin utilizing the benefits at the earliest opportunity.

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

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

In the matter of: Dell server for SFD

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

5-22-19
Date



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000036457156.2	Sales Rep	Todd Mayfield
Total	\$12,308.62	Phone	(800) 456-3355, 5131691
Customer #	8434015	Email	Todd_Mayfield@Dell.com
Quoted On	May. 16, 2019	Billing To	PAYABLE ACCOUNTS
Expires by	Jun. 15, 2019		CITY OF SANDUSKY
Solution ID	10881045		CITY OF SANDUSKY
			222 MEIGS ST
			SANDUSKY, OH 44870-2835

Message from your Sales Rep

Dell Contract Code 22AAL corresponds to State of Ohio contract STS033-534109

Regards,
Todd Mayfield

Additional Comments

Dell Contract Code 22AAL corresponds to State of Ohio contract STS033-534109

Shipping Group

Shipping To	Shipping Method
DON RUMBUTIS CITY OF SANDUSKY IT DEPT 222 MEIGS ST SANDUSKY, OH 44870-2835 (419) 627-5868	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R740 - [AMER_R740_12248]	\$12,308.62	1	\$12,308.62

Subtotal:	\$12,308.62
Shipping:	\$0.00
Non-Taxable Amount:	\$12,308.62
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$12,308.62
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

DON RUMBUTIS
CITY OF SANDUSKY
IT DEPT
222 MEIGS ST
SANDUSKY, OH 44870-2835
(419) 627-5868

Shipping Method

Standard Delivery

PowerEdge R740 - [AMER_R740_12248]		\$12,308.62	Qty 1	Subtotal \$12,308.62
Estimated delivery if purchased today: Jun. 04, 2019 Contract # 22AAL Customer Agreement # STS033-534109				
Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R740 Server	210-AKXJ	-	1	-
PowerEdge R740/R740XD Motherboard	329-BDKH	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with up to 16 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	321-BCSN	-	1	-
PowerEdge R740 Shipping	340-BLKS	-	1	-
PowerEdge R740 Shipping Material	343-BBFU	-	1	-
Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	338-BLUS	-	1	-
Intel Xeon Silver 4114 2.2G, 10C/20T, 9.6GT/s , 14M Cache, Turbo, HT (85W) DDR4-2400	374-BBPP	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
2666MT/s RDIMMs	370-ADNU	-	1	-
Performance Optimized	370-AAIP	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H740P RAID Controller, LP Adapter	405-AAML	-	1	-
VMware ESXi 6.5 U2 Embedded Image on Flash Media (License Not Included)	634-BLVV	-	1	-
No Media Required	421-5736	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Riser Config 2, 3 x8, 1 x16 slots	330-BBHB	-	1	-
Broadcom 5720 Quad Port 1GbE BASE-T, rNDC	540-BBBW	-	1	-
IDSDM and Combo Card Reader	385-BBLE	-	1	-
Redundant SD Cards Enabled	385-BBCF	-	1	-
16GB microSDHC/SDXC Card	385-BBKG	-	1	-
16GB microSDHC/SDXC Card	385-BBKG	-	1	-
No Internal Optical Drive	429-ABBJ	-	1	-

6 Standard Fans for R740/740XD	384-BBPY	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag	350-BBKG	-	1	-
No Quick Sync	350-BBJV	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9119	-	1	-
ProSupport: Next Business Day On-Site Service After Problem Diagnosis, 3 Years	813-9126	-	1	-
ProSupport: 7x24 HW/SW Technical Support and Assistance, 3 Years	813-9138	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Declined Remote Consulting Service	973-2426	-	1	-
32GB RDIMM 2666MT/s Dual Rank	370-ADNF	-	4	-
960GB SSD SATA Read Intensive 6Gbps 512n 2.5in Hot-plug Drive, PM863a,1 DWPD,1752 TBW	400-ASFM	-	7	-
iDRAC9,Enterprise	385-BBKT	-	1	-
OME Server Configuration Management	528-BBWT	-	1	-
Broadcom 5720 Dual Port 1GbE BASE-T Adapter, PCIe Full Height	540-BBCX	-	1	-
C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	492-BBDH	-	2	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
vSphere Standard 1CPU License, 3Y Subscription w/Dwngrd Rights	634-BHBW	-	2	-
			Subtotal:	\$12,308.62
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$12,308.62

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A DELL POWEREDGE SERVER FROM DELL MARKETING L.P., OF ROUND ROCK, TEXAS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Fire Department's server, which was purchased in 2011 and running on an expired warranty since August of 2016, is critical to the daily operation of the Fire Department and needs to be replaced with new hardware; and

WHEREAS, this replacement server is the same make and model that has become our standard in previous years and will enable the Fire Department to move to virtualization which keeps services online more efficient and recovery simpler and has more maintenance options; and

WHEREAS, the Dell PowerEdge Server from Dell Marketing L.P., of Round Rock, Texas, is available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total purchase price of the Dell Server is \$12,308.62 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 replace the old server as soon as possible and prior to any potential failures and to begin utilizing the benefits 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 Fire 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 is authorized and directed to purchase a Dell PowerEdge Server from Dell Marketing L.P., of Round Rock, Texas, through the State of Ohio Department of Administrative Services Cooperative Purchasing

Program, Contract #534109, for the Fire Department at an amount **not to exceed** Twelve Thousand Three Hundred Eight and 62/100 Dollars (\$12,308.62).

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 28, 2019