



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
OCTOBER 14, 2019 at 5 p.m.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	W. Poole, N. Lloyd, D. Brady, D. Murray, G. Lockhart, N. Twine & D. Waddington
APPROVAL OF MINUTES	September 23, 2019
AUDIENCE PARTICIPATION	
SWEARING-IN	Eric Wobser, City Manager Police Officer Zachary Tyson
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING SEVEN PARCELS THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The cost of these acquisitions will be approximately \$353 to pay for the title exams and transfer fees and will initially be paid with land bank funds. The city will not collect the \$9,965.33 owed to the city in special assessments, nor will the taxing districts collect the \$11,137.26 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 \$5,411.22 per year.

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

B. Submitted by Debi Eversole, Housing Development Specialist

REPEAL OF LEGISLATION AND NEW PURCHASE AGREEMENT FOR 219 ARTHUR STREET THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The city will recoup the cost of the expenses from the sale through receipt of earnest monies and in-kind maintenance performed on the property. While the in-kind maintenance agreement has ended, Barnes Nursery, Inc. will be responsible for the unpaid earnest money – minus the cost of a second deed preparation. The total cost due from Barnes Nursery, Inc., will be \$275.75 which will be deposited into the land bank account. The taxing districts will begin collecting approximately \$144.62 per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed repealing Ordinance No. 17-102 passed on June 12, 2017, and declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 57-03698.000, located at 219 Arthur Street, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Debi Eversole, Housing Development Specialist

REPEAL OF LEGISLATION AND NEW PURCHASE AGREEMENT FOR 1432 EAST FARWELL STREET THROUGH LAND REUTILIZATION PROGRAM

Budgetary Information: The city will recoup any new expenses from Networks of Wealth, Inc., and the taxing districts will begin collecting approximately \$188.42 per year in real estate taxes.

ORDINANCE NO. _____: It is requested an ordinance be passed amending Ordinance No. 17-076, passed on April 10, 2017, and declaring that certain real property owned by the city as part of the land reutilization program identified as Parcel No. 57-04318.000, located at 1432 East Farwell Street, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Jane Cullen, Assistant City Engineer

CHANGE ORDER #1 & FINAL WITH GREAT LAKES DEMOLITION FOR THORPE DRIVE CULVERT REPLACEMENT PROJECT (DEDUCT)

Budgetary Information: Change Order #1, a deduct in the amount of \$37,011.01 will revise the original contract amount of \$287,854.45 to \$250,843.44. The final costs will be split 50/50 with Ohio Public Works grant funds. The Ohio Public Works grant will fund \$125,421.72 and the city will fund \$125,421.72 with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by Great Lakes Demolition of Vickery, Ohio, for the Thorpe Drive culvert replacement project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Jane Cullen, Assistant City Engineer

CHANGE ORDER #1 AND FINAL WITH UNITED SURVEY, INC. FOR SLOANE STREET MANHOLE REPLACEMENT & SLIP LINING PROJECT (DEDUCT)

Budgetary Information: Change Order #1, a deduction of \$42,110.43 will revise the original contract amount of \$193,192.25 to \$151,081.82. The final costs will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first and final change order for work performed by United Survey, Inc., of Cleveland, Ohio, for the Sloane Street manhole replacement and slip lining project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

F. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER

The city has received a Notice to Legislative Authority for a **D2** (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), **D2X** (*grandfathered permit for beer only for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and **D3** (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permit transfers for Ole Camp Street Tavern, LLC to Rich’s Bar & Tavern, LLC dba Ole Camp Street Tavern, 1040 Camp Street. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing on this matter.

G. Submitted by Kelly Kresser, Commission Clerk

NEW LIQUOR PERMIT

The city has received a Notice to Legislative Authority for a new **D5** (*spirituous liquor for on premises consumption only: beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m.*) liquor permit for Cedar Point Sports Park, LLC dba Indoor Facility, 2700 Cleveland Road. It is requested the Commission Clerk be authorized to notify the Ohio Division of Liquor Control the city does not request a hearing on this matter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Rick Wilcox, Fire Chief

PURCHASE OF ONE LIFEPAK-15 HEART MONITORS FROM PHYSIO CONTROL, INC. FOR SANDUSKY FIRE DEPARTMENT

Budgetary Information: The amount for this purchase is \$39,063 with a discount of \$9,231.73 through the State of Ohio purchasing program #800799 and a trade-in value for one LifePak-12 of \$4,000 with a grand total of \$25,016.27 which includes shipping cost of \$185. This purchase will be paid with monies from the EMS fund.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring one Lifepak-12 heart monitor as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase one Lifepak-15 heart monitor from Physio Control of Redmond, Washington, through the State of Ohio cooperative purchasing program; and declaring that this ordinance shall take effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Josh Snyder, Assistant City Engineer

AWARD OF CONTRACT WITH GARLAND COMPANY/DESIGN BUILD SOLUTIONS FOR REPAIR WORK AT WASTE WATER TREATMENT PLANT

Budgetary Information: The total cost for this repair work is \$174,391.20 which includes materials, delivery, installation, warranties and contingencies, and will be paid from the sewer fund. The funds for this work have been included in the recent rate increase.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for brick siding and masonry repair work at the administrative laboratory and ferrous chloride buildings at the Waste Water Treatment Plant by Gartland/DBS, Inc. of Cleveland, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Josh Snyder, Assistant City Engineer

AWARD OF CONTRACT WITH D. L. SMITH CONCRETE FOR BUCHANAN STREET RECONSTRUCTION PROJECT
Budgetary Information: The estimated cost of the project based on the base bid and alternate bid including legal advertisement and recording fee is \$407,424.61 and will be paid with Ohio Public Works funds (\$175,000) and Issue 8 infrastructure funds from the capital projects fund (\$232,424.61).

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with D.L. Smith Concrete, LLC, of Norwalk, Ohio, for the Buchanan Street reconstruction project - Hayes Avenue to Campbell Street; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by Scott Kromer, Streets & Utilities Superintendent

PURCHASE OF VALVE-TURNING EQUIPMENT FOR WATER DISTRIBUTION
Budgetary Information: The total cost of the valve-turning equipment and accessories is \$24,825.20 and will be paid from water funds which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds for the purchase of valve-turning equipment and accessories from Bain Enterprises, LLC, of Stow, Ohio, for the Division of Water Distribution; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

- OLD BUSINESS**
- NEW BUSINESS**

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

- Monday, October 14 at 8:30 p.m.
- Tuesday, October 15 at 5 p.m.
- Monday, October 21 at 8:30 p.m.

Online:

www.ci.sandusky.oh.us – Click “Play” 



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: September 24, 2019

RE: City Commission Agenda Item

ITEMS FOR CONSIDERATION: Legislation requesting approval to accept seven (7) 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 seven (7) 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 September 16, 2019. Five (5) of the seven (7) parcels have vacant structures on them.

- The structure located at 1520 Brown Street is a vacant one-story, single-family residential structure with a lot size of 33' x 83'. It has 1006 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 119 Homestead Street is a vacant two-family, residential structure with a lot size of 35' x 81'. It has 1162 sq. ft. of living space with four (4) bedrooms and two (2) bathrooms. This property includes an adjoining 77' x 70' vacant lot. Upon acquisition, the structure will be evaluated for demolition.
- The structure located at 1126 Hollyrood Road is a vacant one-story, single-family residential structure with a lot size of 39' x 166'. It has 1074 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. Upon acquisition, the structure will be evaluated for rehabilitation.
- The structure at 233 Center Street is a vacant one-story, single-family residential structure with a lot size of 33' x 98'. It has 1029 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. Upon acquisition, the structure will be evaluated for demolition as it is currently condemned.

- The structure at 1105 W. Madison Street is a vacant one-story, single-family residential structure with a lot size of 33' x 132'. It has 1194 sq. ft. of living space with two (2) bedrooms and one (1) bathroom. This property includes an adjoining 33' x 132' vacant lot. Upon acquisition, the structure will be evaluated for rehabilitation.

The Land Bank Committee has determined that the acquisition of the seven (7) 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 three hundred fifty three dollars (\$353.00) to pay for the title exams and transfer fees and will initially be paid with Land Bank funds. The City will not collect the nine thousand nine hundred sixty five dollars and thirty three cents (\$9,965.33) owed to the City in special assessments, nor will the taxing districts collect the eleven thousand one hundred thirty seven dollars and twenty six cents (\$11,137.26) 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 five thousand four hundred eleven dollars and twenty two cents (\$5,411.22) per year.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to acquire seven (7) 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

1520 Brown



Erie County, Ohio - Property Record Card

Parcel: 57-04095.000 Card: 1

GENERAL PARCEL INFORMATION

Owner KLUDING BARBARA E
 Property Address 1520 BROWN SANDUSKY OH 44870
 Mailing Address PO BOX 96

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 41 BROWN STREET WH

Neighborhood 5755748 -
 School District SANDUSKY SD

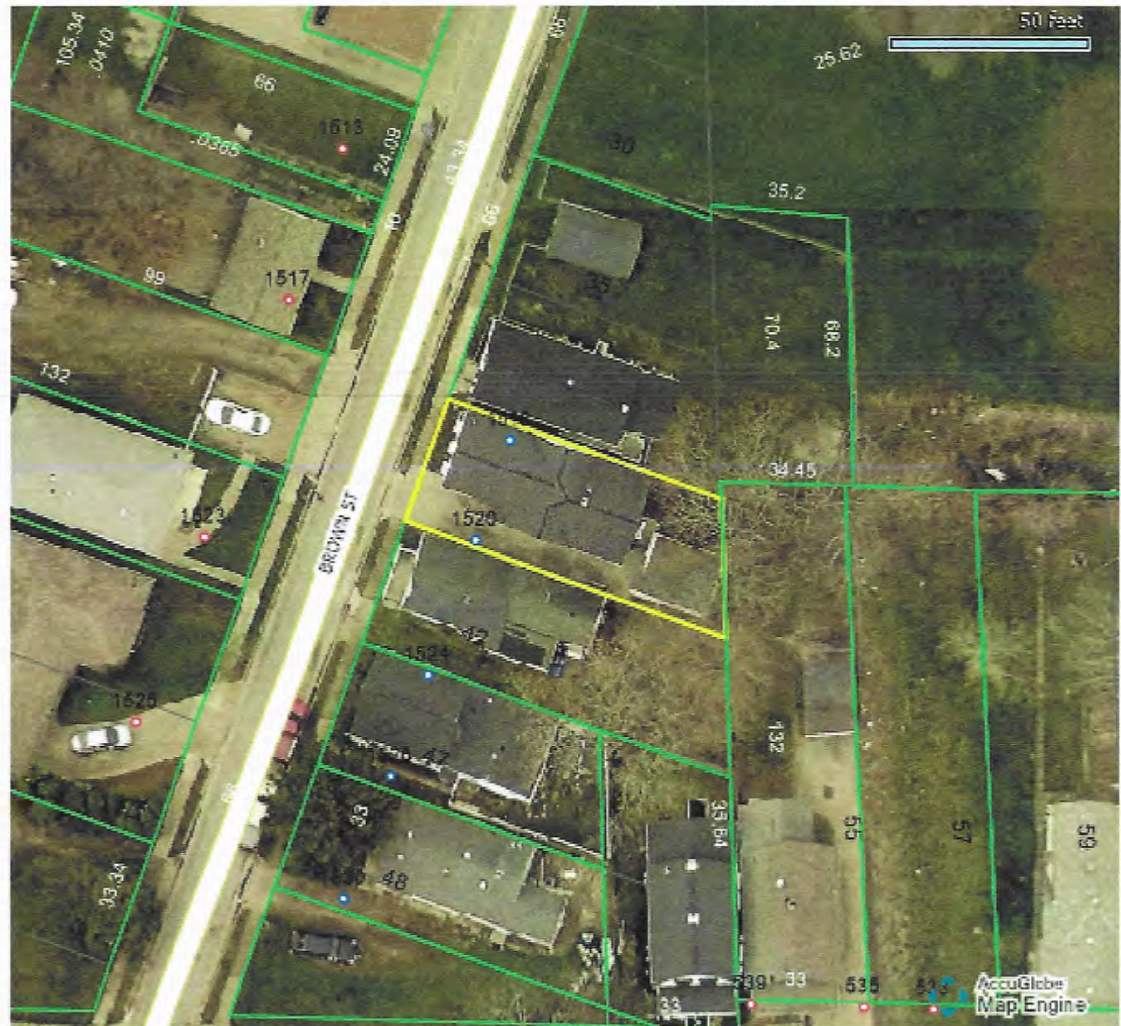
MAP NUMBER: 15

VALUATION

	Appraised	Assessed
Land Value	\$4,880.00	\$1,710.00
Improvements Value	\$30,560.00	\$10,700.00
CAUV Value	\$0.00	\$0.00
Total Value	\$35,440.00	\$12,410.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0629	83	33	74	\$4,880.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
3/10/2016	KLUDING BARBARA E	DUNLAP JOEY K	\$0
5/17/2002	DUNLAP JOEY K	DUNLAP JOEY K &	\$0
12/9/1999	DUNLAP JOEY K &	RUSSELL CAROLYN P	\$29,000

RESIDENTIAL

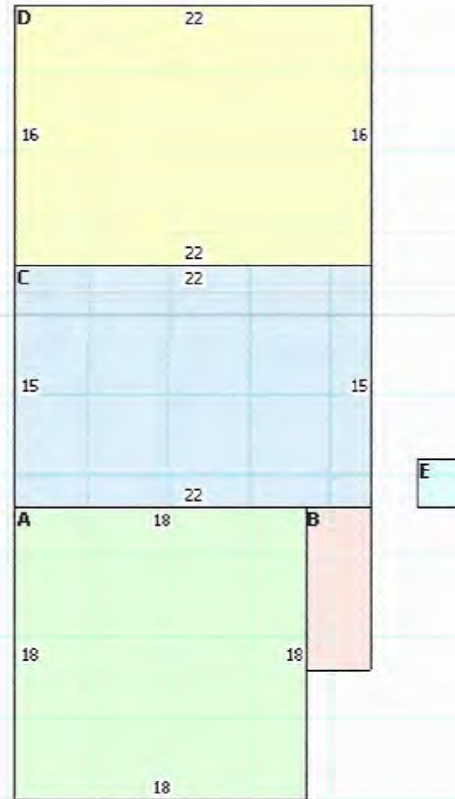
Building Style	SINGLE FAMILY
Year Built	1910
Stories	1
Finished Area	1006
First Floor Area	1006
Half Floor Area	0
Upper Floor Area	0
Rooms	6
Bedrooms	3
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	PT CRAWL / PT BSMT
Finished Basement Area	0
Heating	HW/STEAM
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
OFP - Open Fr Porch	40	0	\$560.00

Grid Scale: 5ft

A	1 s Fr 324 sqft
B	OFP 40 sqft
C	1 s Fr/B 330 sqft
D	A/1 s Fr/C 352 sqft
E	01



IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
Detch Fr Garage -	1989	20x16	320	\$4,480.00

TAX

	1st Half	2nd Half	Total
Charge:	\$625.46	\$625.46	
Credit:	(\$236.16)	(\$236.16)	
Rollback:	(\$33.84)	(\$33.84)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$355.46	\$355.46	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$35.55	\$74.66	
Delinquencies:	\$1,835.89		
Net Owed:	\$391.01	\$430.12	\$2,657.02
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$391.01	\$430.12	\$2,657.02

119 Homestead



Vacant Lot - Homestead

119
Homestead
→



Erie County, Ohio - Property Record Card
Parcel: 57-02830.000 Card: 1

GENERAL PARCEL INFORMATION

Owner MCCARTY LINDA
Property Address 119 HOMESTEAD ST SANDUSKY OH 44870
Mailing Address 330 PERRY ST

Land Use 520 - TWO FAMILY RESIDENCE
Legal Description 13 HOMESTEAD PL WH EX .02 N END

Neighborhood 5755707 -
School District SANDUSKY SD

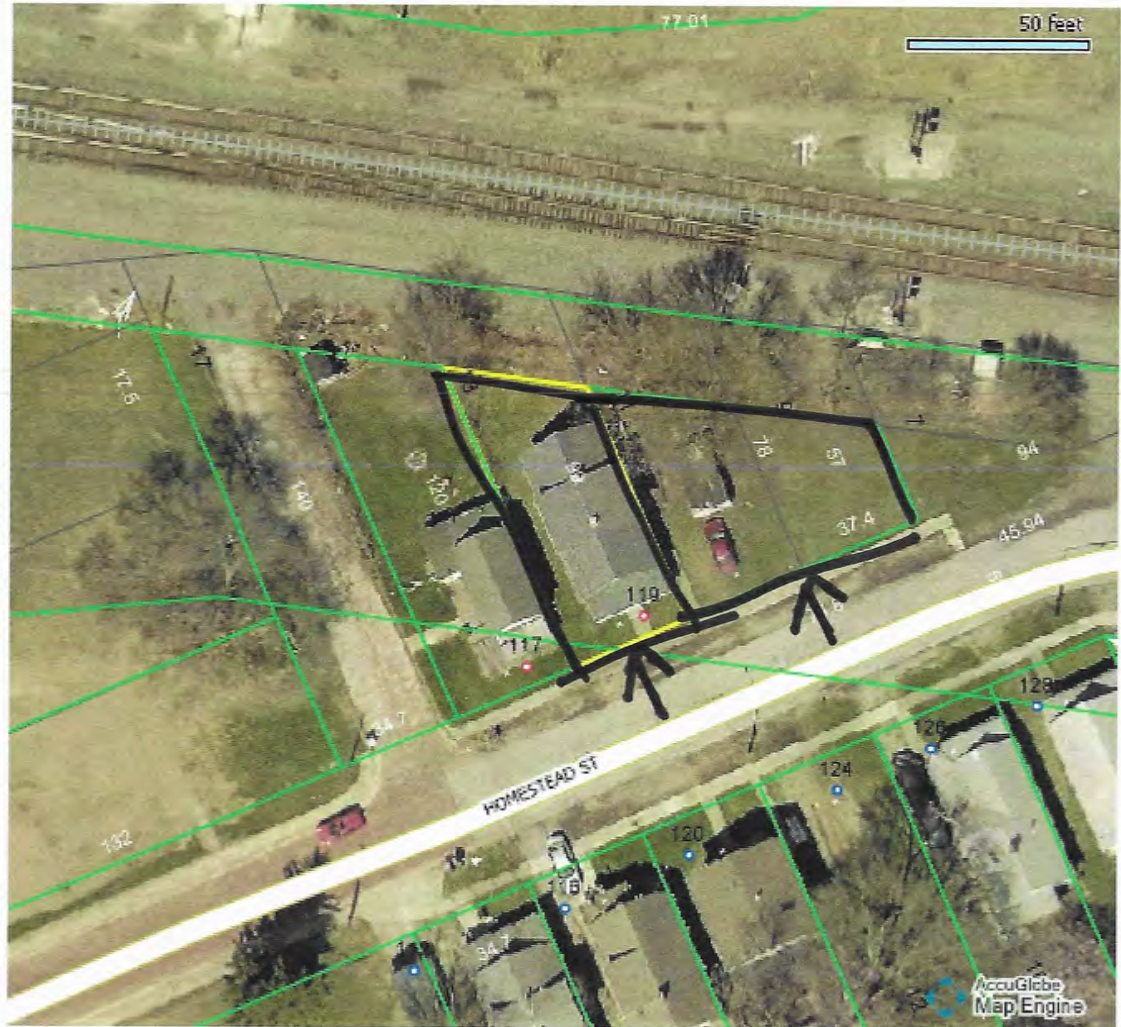
MAP NUMBER: 23

VALUATION

	Appraised	Assessed
Land Value	\$10,220.00	\$3,580.00
Improvements Value	\$49,190.00	\$17,220.00
CAUV Value	\$0.00	\$0.00
Total Value	\$59,410.00	\$20,800.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0651	81	35	73	\$10,220.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
7/15/2013	MCCARTY LINDA	MCCARTY ANTHONY	\$0
2/15/2007	MCCARTY ANTHONY	MCCARTY WILEY	\$0

VACANT LOT
INCLUDED IN
FORECLOSURE
Request to acquire

RESIDENTIAL

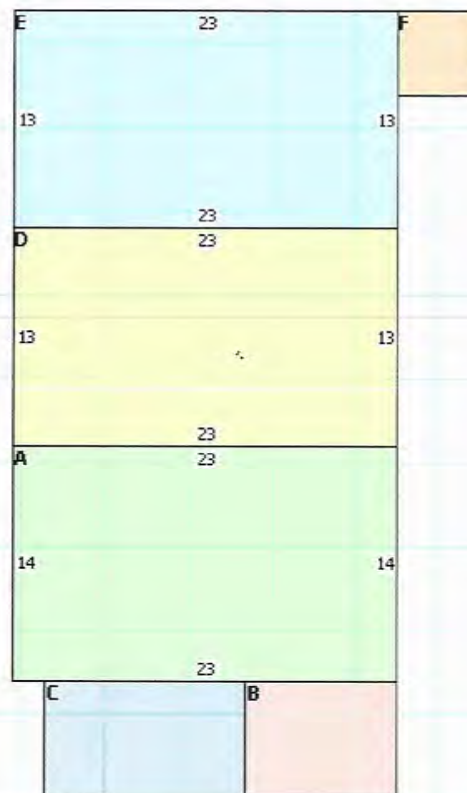
Building Style	CONVERSION
Year Built	1905
Stories	1.5
Finished Area	1162
First Floor Area	983
Half Floor Area	179
Upper Floor Area	0
Rooms	9
Bedrooms	4
Family Rooms	0
Full Baths	2
Half Baths	0
Basement	PT BASEMENT
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
STP - Stoop	25	0	\$300.00
EFP - Enclosed Fr Porch	84	0	\$1,850.00

Grid Scale: 5ft

A	A/1 s Fr/B 322 sqft
B	1 s Fr 63 sqft
C	EFP 84 sqft
D	1-1/2 s Fr/B 299 sqft
E	A/1 s Fr/B 299 sqft
F	STP 25 sqft



IMPROVEMENTS

Description	Year Built	Dimension Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$1,048.32	\$1,048.32	
Credit:	(\$395.82)	(\$395.82)	
Rollback:	(\$56.72)	(\$56.72)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$595.78	\$595.78	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$59.58	\$125.12	
Delinquencies:	\$1,927.37		
Net Owed:	\$655.36	\$720.90	\$3,303.63
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$655.36	\$720.90	\$3,303.63

1126 Hollywood



Erie County, Ohio - Property Record Card
Parcel: 57-01365.000 Card: 1

GENERAL PARCEL INFORMATION

Owner POOL CONSTANCE E
Property Address 1126 HOLLYROOD SANDUSKY OH 44870
Mailing Address 1302 FIFTH ST

Land Use 510 - SINGLE FAMILY RESIDENCE
Legal Description 294 HOLLYROOD ROAD S 9' 295 NORTH 30'

Neighborhood 5755752 -
School District SANDUSKY SD

MAP NUMBER: 48

VALUATION

	Appraised	Assessed
Land Value	\$14,330.00	\$5,020.00
Improvements Value	\$57,680.00	\$20,190.00
CAUV Value	\$0.00	\$0.00
Total Value	\$72,010.00	\$25,210.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1486	166	39	105	\$14,330.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
4/29/1997	POOL CONSTANCE E	EMCH HELEN E	\$40,000

RESIDENTIAL

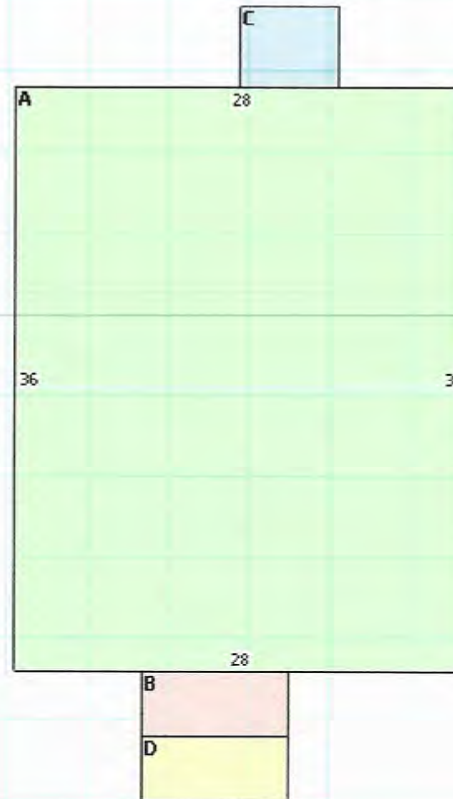
Building Style	SINGLE FAMILY
Year Built	1929
Stories	1
Finished Area	1074
First Floor Area	1074
Half Floor Area	0
Upper Floor Area	0
Rooms	5
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	PT BASEMENT
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	CENTRAL AC
Exterior Wall	ALUM/VINYL
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
STP - Stoop	36	0	\$430.00

Grid Scale: 5ft

A	A/1 s Fr/B 1008 sqft
B	1 s Fr 36 sqft
C	1 s Fr 30 sqft
D	STP 36 sqft



IMPROVEMENTS

Description	Year Built	Dimension	Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$1,270.58	\$1,270.58	
Credit:	(\$479.74)	(\$479.74)	
Rollback:	(\$68.75)	(\$68.75)	
Reduction:	(\$17.19)	(\$17.19)	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$704.90	\$704.90	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$0.00	\$0.00	
Penalties/Adjustments:	\$70.49	\$148.03	
Delinquencies:	\$8,869.63		
Net Owed:	\$775.39	\$852.93	\$10,497.95
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$775.39	\$852.93	\$10,497.95

233 Center



Erie County, Ohio - Property Record Card

Parcel: 58-01241.000 Card: 1

GENERAL PARCEL INFORMATION

Owner HORNING BRADLEY W & AARON M
 Property Address 233 CENTER SANDUSKY OH 44870
 Mailing Address 233 CENTER ST

Land Use 510 - SINGLE FAMILY RESIDENCE
 Legal Description 23 CENTER STREET WH

Neighborhood 5855816 -
 School District SANDUSKY SD

MAP NUMBER: 3

VALUATION

	Appraised	Assessed
Land Value	\$5,280.00	\$1,850.00
Improvements Value	\$28,720.00	\$10,050.00
CAUV Value	\$0.00	\$0.00
Total Value	\$34,000.00	\$11,900.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.0742	98	33	80	\$5,280.00



AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
10/31/2006	HORNING BRADLEY W &	HORNING HOWARD C &	\$0
3/28/1995	HORNING HOWARD C &	KESSLER ETHEL	\$24,000

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1906
Stories	1
Finished Area	1029
First Floor Area	1029
Half Floor Area	0
Upper Floor Area	0
Rooms	4
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	NONE
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	NONE
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
WDDK - Wood Deck	192	0	\$2,880.00
STP - Stoop	30	0	\$360.00

IMPROVEMENTS

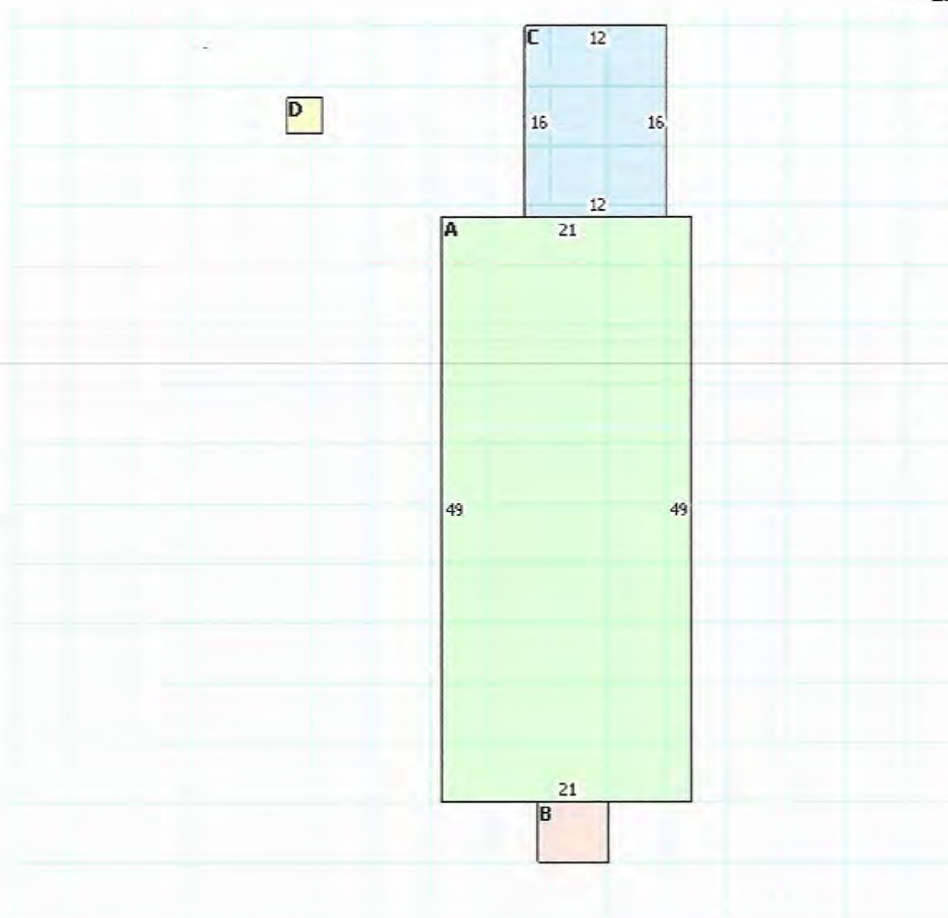
Description	Year Built	Dimension	Area	Value
Shed - SHED	1963	18x18	324	\$1,170.00

TAX

	1st Half	2nd Half	Total
Charge:	\$599.76	\$599.76	
Credit:	(\$226.45)	(\$226.45)	
Rollback:	(\$32.45)	(\$32.45)	
Reduction:	\$0.00	\$0.00	
Homestead:	\$0.00	\$0.00	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$340.86	\$340.86	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$199.20	\$19.91	
Penalties/Adjustments:	\$34.09	\$71.59	
Delinquencies:	\$1,511.36		
Net Owed:	\$574.15	\$432.36	\$2,517.87
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$574.15	\$432.36	\$2,517.87

Grid Scale: 5ft

A	1 s Fr 1029 sqft
B	STP 30 sqft
C	WDDK 192 sqft
D	O1



1105 W Madison
w/vacant lot



Madison Lot



Erie County, Ohio - Property Record Card
Parcel: 59-00251.000 Card: 1

GENERAL PARCEL INFORMATION

Owner DODSON WILLIAM C & BEULA F
Property Address 1105 MADISON SANDUSKY OH 44870
Mailing Address 1105 W MADISON STREET

Land Use 510 - SINGLE FAMILY RESIDENCE
Legal Description 34 36 SHELBY STREET CEN 1/3 OF E 1/2

Neighborhood 5955990 -
School District SANDUSKY SD

MAP NUMBER: 7

VALUATION

	Appraised	Assessed
Land Value	\$6,200.00	\$2,170.00
Improvements Value	\$32,190.00	\$11,270.00
CAUV Value	\$0.00	\$0.00
Total Value	\$38,390.00	\$13,440.00

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.1	132	33	94	\$6,200.00

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
1/1/1987	DODSON WILLIAM C &	Unknown	\$0

VACANT LOT
(included in
foreclosure

RESIDENTIAL

Building Style	SINGLE FAMILY
Year Built	1910
Stories	1
Finished Area	1194
First Floor Area	1194
Half Floor Area	0
Upper Floor Area	0
Rooms	6
Bedrooms	2
Family Rooms	0
Full Baths	1
Half Baths	0
Basement	NONE
Finished Basement Area	0
Heating	CENTRAL HEAT
Cooling	NONE
Exterior Wall	ALUM/VINYL
Attic	UNFINISHED
Number of Fireplace Openings	0
Number of Fireplace Stacks	0

ADDITIONS

Description	Area	Year Built	Value
COVER - Cover / Canopy	12	0	\$200.00
STP - Stoop	77	0	\$920.00
EFP - Enclosed Fr Porch	70	0	\$1,540.00
STP - Stoop	154	0	\$1,850.00
COVER - Cover / Canopy	154	0	\$530.00

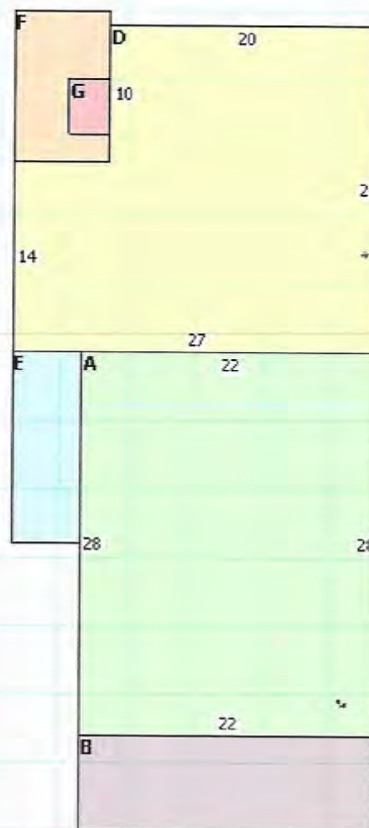
IMPROVEMENTS

Description	Year Built	Dimension Area	Value
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TAX

	1st Half	2nd Half	Total
Charge:	\$677.38	\$677.38	
Credit:	(\$255.76)	(\$255.76)	
Rollback:	(\$36.65)	(\$36.65)	
Reduction:	(\$9.16)	(\$9.16)	
Homestead:	(\$244.66)	(\$244.66)	
Sales Credit:	\$0.00	\$0.00	
Net Tax:	\$131.15	\$131.15	
CAUV Recoupment:	\$0.00	\$0.00	
Special Assessments:	\$173.91	\$191.30	
Penalties/Adjustments:	\$13.12	\$27.55	
Delinquencies:	\$1,112.14		
Net Owed:	\$318.18	\$350.00	\$1,780.32
Net Paid:	\$0.00	\$0.00	\$0.00
Net Due:	\$318.18	\$350.00	\$1,780.32

Grid Scale: 5ft



A	1 s Fr	616 sqft
B	COVER	12 sqft
C	STP	70 sqft
D	A/1 s Fr	480 sqft
E	EFP	70 sqft
F	STP	77 sqft
G	COVER	10 sqft

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 seven (7) 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 seven (7) 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 September 16, 2019; and

WHEREAS, upon City Commission approval, the two (2) parcels with vacant structures located at 1520 Brown Street, and 1126 Hollyrood Road will be evaluated for rehabilitation and one (1) parcel with a vacant structure located at 233 Center Street will be evaluated for demolition; and

WHEREAS, upon City Commission approval, one (1) parcel with a vacant structure located at 119 Homestead Street will be evaluated for demolition and includes an adjoining vacant lot, and one (1) parcel with a vacant structure located at 1105 W. Madison Street will be evaluated for rehabilitation and includes an adjoining vacant lot; and

WHEREAS, the cost of these acquisitions will be approximately \$353.00 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 seven (7) 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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019

Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
57-04095.000	1520 Brown	Barbara Kluding	2,248.48		408.54	2,657.02	710.92
Proposed Use: This is a vacant one-story, single-family residential structure with a lot size of 33' X 83'. It has 1,006 sq. ft. of living space with three bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.							
57-02830.000 & 57-02829.000	119 Homestead & Vacant Lot	Linda McCarty	4,042.65	287.95	655.02	4,985.62	1,637.84
Proposed Use: This is a vacant two-family residential structure with a lot size of 35' X 81'. It has 1,162 sq. ft. of living space with							
**Includes lot four bedrooms and two bathrooms. This includes adjoining 77' X 70' lot. Upon acquisition it will be evaluated for demolition.							
57-01365.000	1126 Hollyrood	Constance Pool	1,409.80	8,869.63	218.52	10,497.95	1,409.80
Proposed Use: This is a vacant one-story, single-family residential structure with a lot size of 39' X 166'. It has 1,074 sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for rehabilitation.							
58-01241.000	233 Center	Bradley & Aaron Horning	1,978.54	219.11	320.22	2,517.87	900.83
Proposed Use: This is a vacant one-story, single-family residential structure with a lot size of 33' X 98'. It has 1,029 sq. ft. of living space with two bedrooms and one bathroom. Upon acquisition it will be evaluated for demolition.							
59-00251.000 & 59-00250.000	1105 W. Madison	William & Beula Dodson	1,457.79	588.64	269.49	2,315.92	751.83
Proposed Use: This is a vacant one-story, single-family residential structure with a lot size of 33' X 132'. It has 1,194 sq. ft. of living space with							
**Includes lot two bedrooms and one bathrooms. This includes adjoining 33' X 132' lot. Upon acquisition it will be evaluated for rehabilitation.							
			\$ 11,137.26	\$ 9,965.33			5,411.22

All properties listed above are currently in tax foreclosure.



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: September 25, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation repealing Ordinance No. 17-102, passed on June 12, 2017 and allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 219 Arthur Street and further identified by the Auditor as Erie County Parcel No. 57-03698.000.

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 January 13, 2014 pursuant to Resolution 001-14R and received a Sheriffs Deed on November 18, 2016, through foreclosure for delinquent real estate taxes. City Commission had previously approved the sale of this lot to two (2) adjoining property owners for the use of yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 17-102, passed on June 12, 2017.

The adjoining property owner to the west, Heather Love Carman, tax mailing address 217 Lane Street, Sandusky, Ohio 44870, adjoining Erie County Parcel #57-00714.000 entered into a purchase agreement to purchase the western ½ of the Parcel #57-03698.000 on July 12, 2018. The agreement stated that she would maintain the western ½ of the Parcel #57-03698.000 for a period of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Additionally, the agreement stated that "Purchaser shall pay a non-refundable earnest money deposit of three hundred seventy five dollars and seventy five cents (\$375.75) in cash, certified check or cashier's check made payable to the Seller". To date, Ms. Love Carmen has not paid the earnest money deposit.

The adjoining property owners to the east, Barnes Nursery, Inc, 3511 Cleveland Rd W. Huron, Ohio 44839, adjoining Erie County Parcel #58-01359.000 entered into a purchase agreement to purchase the eastern ½ of the Parcel #57-03698.000 on July 12, 2018. The agreement stated that they would maintain the eastern ½ of the Parcel #57-03698.000 for a period of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Additionally, the agreement stated that "Purchaser shall pay a non-refundable earnest money deposit of three hundred seventy five dollars and seventy five cents (\$375.75) in cash, certified check or cashier's check made payable to the Seller". Payment of \$375.75 was received from Barnes Nursery, Inc for of the eastern ½ of the property on December 4, 2017.

The time period of the agreement is now fulfilled, however, several attempts were made to contact Ms. Love Carman by U.S. Regular Mail, Certificate of Mailing – Firm Mail, Certified Mail (unclaimed) and telephone messages with no response.

During this time, Jarret Barnes with Barnes Nursery, Inc. expressed interest in the entire lot which would include Ms. Love Carman's portion. He agreed to pay two hundred seventy five dollars and seventy five cents (\$275.75) which is Ms. Love Carman's unpaid portion of the earnest money – minus the cost of the additional deed needed due to a lot split. The property will be transferred as a whole parcel.

This request was taken before the Land Bank Committee for review at their regular scheduled meeting on September 16, 2019 where the Land Bank Committee determined unanimously that the Purchase and Sale Agreement was breached, therefore, the entire lot shall be sold to Barnes Nursery, Inc.

BUDGET IMPACT: The City will recoup the cost of the expenses from the sale through receipt of earnest monies and in kind maintenance performed on the property. While the in kind maintenance agreement has ended, Barnes Nursery, Inc will be responsible for the unpaid earnest money – minus the cost of a second deed preparation. The total cost due from Barnes Nursery, Inc will be two hundred seventy five dollars and seventy five cents (\$275.75), which will be deposited into the Land Bank account. The taxing districts will begin collecting approximately one hundred forty four dollars and sixty two cents (\$144.62) per year in real estate taxes.

ACTION REQUESTED: It is requested that legislation be approved repealing Ordinance No. 17-102 and allowing the City Manager to assign the entire vacant lot, identified by the Auditor as Erie County Parcel No. 57-03698.000 to Barnes Nursery, Inc. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 17-102, PASSED ON JUNE 12, 2017, AND DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-03698.000, LOCATED AT 219 ARTHUR STREET, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 219 Arthur Street, Parcel No. 57-03698.000 by Resolution No. 001-14R, passed on January 13, 2014, 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, this City Commission declared that the property, owned by the City as part of the Land Reutilization Program, 219 Arthur Street, Parcel No. 57-03698.000, was no longer needed for any municipal purpose and approved the sale of the east one-half (1/2) of the property to Barnes Nursery, Inc., and the west one-half (1/2) of the property to Heather Love Carman pursuant to the City's "Mow to Own" Side Lot Disposition Program by Ordinance No. 17-102, passed on June 12, 2017; and

WHEREAS, pursuant to the Purchase and Sale Agreement, Heather Love Carman agreed to maintain the west one-half (1/2) of property for a period of two (2) years and pay a non-refundable earnest money deposit and, to date, the deposit has not been paid and several attempts were made to contact her, including certified mailing, with no response and subsequently Jarret Barnes with Barnes Nursery, Inc. expressed an interest in purchasing the entire parcel; and

WHEREAS, the property located at 219 Arthur Street, Parcel No. 57-03698.000, will be sold to Barnes Nursery, Inc., at the purchase price of \$8,310.00, which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor, and has already been paid by in-kind service by mowing and maintaining the property in a nuisance free condition for a period of over two (2) years; and

WHEREAS, the Land Bank Committee met on September 16, 2019, and approved the acquisition and sale of the entire property to Barnes Nursery, Inc.; and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the deed preparation which will be recouped 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission hereby repeals Ordinance No. 17-102, passed on June 12, 2017.

Section 2. This City Commission finds, determines and declares that the Property, Parcel No. 57-03698.000, located at 219 Arthur Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed

shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance 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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 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, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Barnes Nursery, Inc, 3511 Cleveland Rd W. Huron, Ohio 44839, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on 219 Arthur Street, Erie County Parcel Number 57-03698.000, 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 Purchasers located at 223 A Street Erie County Parcel Number 57-01101.000.
2. The total purchase price for the Property is eight thousand, three hundred ten dollars (\$8,310.00), 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 two hundred seventy five dollars and seventy five cents (\$275.75) in cash, certified check or cashier's check made payable to Seller. The remaining balance of eight thousand thirty four dollars and twenty five cents (\$8,034.25), has been paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a period of two (2) years, according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.
3. The following deed restrictions shall be included on the deed:
 - a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the Purchasers' adjoining building lot in order to form one parcel of real property.
 - b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.
4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than November 13, 2019, 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 November 13, 2019, 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):

Barnes Nursery, Inc
Jarett Barnes, Vice President

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 Jarret Barnes, Barnes Nursery, Inc, and acknowledged their execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

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

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

NOTARY PUBLIC

Approved as to Form:

Trevor Hayberger #0075112
Law Director, City of Sandusky

Transferred	
In Compliance with sections 319-242 and 322-02 of the Ohio Revised Code	
FEE \$	
Exempt	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	50
Date: 11/18/16	By: [Signature]

Per O.R.C. 319.203
 Erie County Auditor/Engineer
 11/18/16
 Date

Barbara A. Sessler
 County Recorder, Erie County OH
 201610160 Total Pages: 2
 11/18/2016 02:36:32 PM Fees: \$0.00

SHERIFF'S DEED
 Revised Code Sec. 2329.36

I, Paul A. Sigsworth, Sheriff of Erie County, pursuant to the Confirmation of Sale entered on November 2, 2016, and the statutory provisions of O.R.C. 5722, do hereby grant unto the **CITY OF SANDUSKY** all rights, title and interest of the parties in Case No. 2015-CV-0549; Court of Common Pleas, Erie County, Ohio; *Pamela Farrell, Treasurer vs. Leo Pou, et al*, and all pleadings therein are incorporated herein by reference, in and to the following lands and tenements, situated in the City of Sandusky, County of Erie, and State of Ohio, whose prior owners were *Leo Pou* and *Lynda Pou*, and whose prior deed reference is RN200216353, and is known and further described as follows:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot No. 63 Arthur Street in the Second Ward of the City of Sandusky.

Property Address: 219 Arthur St., Sandusky, OH 44870


Tax ID No.: 57-03698.000

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

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

EXHIBIT "A"

Executed this 14TH day of NOVEMBER, 2016.



Paul A. Sigsworth, Sheriff of Erie County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this NOVEMBER 14, 2016.


Notary Public


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

This instrument prepared by:
Mark P. Smith (#0088538)
Assistant Prosecutor
Erie County Prosecutor's Office
247 Columbus Ave. Suite 319
Sandusky, Ohio 44870

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

The City of Sandusky's "Mow to Own" Side Lot Disposition Program aims to stabilize and strengthen property owners' investments in their neighborhoods by transferring vacant, abandoned and tax delinquent parcels that are of insufficient size to permit independent development to adjacent property owners through the Land Reutilization Program. The parcels are generally too small to be developed based on current zoning regulations. The City of Sandusky has many parcels that were platted at a time when houses were typically much smaller and closer together and off-street parking was not needed. Today, the City of Sandusky's zoning regulations do not allow development on these small parcels. In addition, prospective homebuyers generally are more attracted to larger residential lots for reasons such as desire for a larger house and a spacious yard. Given the limited usefulness of side lot parcels for development due to zoning regulations and homebuyer preferences, the "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these parcels for yard expansion and off-street parking at a reasonable cost. Pursuant to the Ohio Revised Code, the parcels acquired by the Land Reutilization Program must be sold for not less than fair market value. The "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these unbuildable parcels by requiring a small non-refundable earnest money deposit to cover the City's cost of acquisition with the balance to be paid for by in-kind service of mowing and maintaining the lot over a certain number of years. The required years will be determined by subtracting the required non-refundable earnest money deposit from the Erie County Auditor's appraisal value and then dividing the balance by the average yearly cost of the City to mow and maintain the parcel. A Purchase Agreement will be

entered into that will expire at the end of the required number of years that will require the parcel to be properly mowed and maintained. If at any time it is not adequately maintained within the required number of years, the Purchase Agreement will become null and void and the City will keep the non-refundable earnest money deposit. Once the terms of the Purchase Agreement have been met, the closing will take place and the title will be transferred to the adjoining owner.

By implementing the "Mow to Own" Side Lot Disposition Program, the City aims to produce several positive outcomes by transferring ownership to the adjacent property owners:

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
4. Encourage the creation of off-street parking where there currently is none.
5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

The Land Reutilization Program aims to stabilize neighborhoods that are in decline with many vacant, abandoned and tax delinquent properties. Providing incentives for adjacent property owners to take ownership of vacant land will strengthen the neighborhood's character, appearance, and better sense of community.

A. Qualified Properties.

Parcels of property eligible for inclusion in the "Mow to Own" Side Lot Disposition Program shall meet all of the requirements pursuant to the City of Sandusky's Land Reutilization Program Policy and Procedures and shall also meet the following minimum criteria:

1. The property shall be vacant unimproved real property.
2. The property shall be physically contiguous to the adjacent owner's real property with a significant common boundary line.
3. The property shall consist of no more than one lot of insufficient size to permit independent development, which for the purposes of the Mow to Own Program shall be defined as a lot smaller than 40' X 125' or, in the case of an irregular shaped lot, as determined by the Land Bank Committee with the final approval of City Commission.

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5832
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: October 2, 2019

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation amending Ordinance No. 17-076, passed on April 10, 2017 and allowing the City Manager to execute a 'Purchase & Sale Agreement' for one half (1/2) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose located at 1432 E. Farwell Street and further identified by the Auditor as Erie County Parcel No. 57-04318.000.

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 January 12, 2015 pursuant to Resolution 001-15R and received a Sheriffs Deed on January 14, 2015, through foreclosure for delinquent real estate taxes. City Commission had previously approved the sale of this lot to two (2) adjoining property owners for the use of yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Ordinance No. 17-076, passed on April 10, 2017.

The adjoining property owner to the south, CCB Sandusky, LLC, tax mailing address P.O. Box 1862, Sandusky, Ohio 44870, adjoining Erie County Parcel #57-04317.000 entered into a purchase agreement to purchase the southern ½ of the Parcel #57-04318.000 on May 11, 2017. The agreement stated that they would maintain the southern ½ of the Parcel #57-04318.000 for a period of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Additionally, the agreement stated that "Purchaser shall pay a non-refundable earnest money deposit of three hundred forty seven dollars and fifty cents (\$347.50) in cash, certified check or cashier's check made payable to the Seller". This deposit was received on May 8, 2017.

The adjoining property owner to the north, Lamar Rentals LLC, 1514 E. Farwell Street, Sandusky, Ohio 44870, adjoining Erie County Parcel #57-03887.000 entered into a purchase agreement to purchase the northern ½ of the Parcel #57-04318.000 on April 12, 2017. The agreement stated that they would maintain the northern ½ of the Parcel #57-04318.000 for a period of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Additionally, the agreement stated that "Purchaser shall pay a non-refundable earnest money deposit of three hundred forty seven dollars and fifty cents (\$347.50) in cash, certified check or cashier's check made payable to the Seller". This deposit was received on April 13, 2017.

The time period of the agreement is now fulfilled however, CCB Sandusky, LLC had sold their adjoining property located at 1436 E. Farwell Street on October 15, 2018 without assigning the Purchase Agreement to the new property owner Networks of Wealth, LLC.

Networks of Wealth, LLC was contacted and expressed interest in southern ½ of the Parcel #57-04318.000 to add additional yard space to the property that they now own at 1436 E. Farwell Street, Parcel #57-04317.000. They have agreed to pay any additional expenses necessary to prepare another deed needed due to a lot split. The property will be transferred once the deed is executed.

Lamar Rentals LLC has fulfilled their agreement and will retain the northern ½ of the Parcel #57-04318.000.

This request was taken before the Land Bank Committee for review at their regular scheduled meeting on September 16, 2019 where the Land Bank Committee determined unanimously that since the southern ½ of the property was not properly assigned prior to the sale, the Purchase and Sale Agreement with CCB Sandusky, LLC was breached, therefore, a new Purchase Agreement shall be entered between the City of Sandusky and Networks of Wealth, Inc.

BUDGET IMPACT: The City will recoup any new expenses from Networks of Wealth, Inc. and the taxing districts will begin collecting approximately one hundred eighty eight dollars and forty two cents (\$188.42) per year in real estate taxes.

ACTION REQUESTED: It is requested that legislation be approved amending Ordinance No. 17-076 and allowing the City Manager to enter into a Purchase and Sale Agreement for the southern ½ of the vacant lot located at 1432 E. Farwell Street, identified by the Auditor as Erie County Parcel No. 57-04318.000 to Networks of Wealth, Inc. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole, Housing Development Specialist

I concur with this recommendation:

Matthew D. Lasko
Chief Development Officer

Eric L. Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 17-076, PASSED ON APRIL 10, 2017, AND DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-04318.000, LOCATED AT 1432 E. FARWELL STREET, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

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

WHEREAS, the City Commission previously authorized the acquisition of the property located at 1432 E. Farwell Street, Parcel No. 57-04318.000 by Resolution No. 001-15R, passed on January 12, 2015, 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, this City Commission declared that the property, owned by the City as part of the Land Reutilization Program, 1432 E. Farwell Street, Parcel No. 57-04318.000, was no longer needed for any municipal purpose and approved the sale of the north one-half (1/2) of the property to Lamar Rentals, LLC, and the south one-half (1/2) of the property to CCB Sandusky, LLC pursuant to the City's "Mow to Own" Side Lot Disposition Program by Ordinance No. 17-076, passed on April 10, 2017; and

WHEREAS, on October 15, 2018, CCB Sandusky, LLC, sold their property located at 1436 E. Farwell Street without assigning the Purchase Agreement for the adjoining south one-half (1/2) of 1432 E. Farwell Street to the new property owner, Networks of Wealth, LLC, and it was determined by the Land Bank Committee the agreement was breached; and

WHEREAS, the time period of the agreement expired on April 11, 2019, and Networks of Wealth, LLC, was contacted and expressed interest in acquiring the south one-half (1/2) of 1432 E. Farwell Street, Parcel No. 57-04318.000; and

WHEREAS, the property located at 1432 E. Farwell Street, Parcel No. 57-04318.000, will be sold to Networks of Wealth, Inc., at the purchase price of \$4,690.00, which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor, and has already been paid by in-kind service of the former owner by mowing and maintaining the property in a nuisance free condition for a period of over two (2) years; and

WHEREAS, the Land Bank Committee met on September 16, 2019, and approved the acquisition and sale of the south one-half (1/2) of 1432 E. Farwell Street to Networks of Wealth, Inc.; and

WHEREAS, the cost associated with this purchase and sale agreement is the cost of the deed preparation and will be recouped by the City upon sale; and

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

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

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

Section 1. This City Commission hereby amends Ordinance No. 17-076, passed on April 10, 2017, relating to the south one-half (1/2) of Parcel No. 57-04318.000, located at 1432 E. Farwell Street.

Section 2. This City Commission finds, determines and declares that the Property, Parcel No. 57-04318.000, located at 1432 E. Farwell Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the

exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance 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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 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, 240 Columbus Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Networks of Wealth, Inc, 3773 Howard Hughes Pkwy #500S, Las Vegas, NV 89169, hereinafter referred to as the "Purchaser".

WITNESSETH:

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

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the unimproved parcel of real property located on 1432 E. Farwell Street, Erie County Parcel Number 57-04318.000, 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 Purchasers located at 1436 E. Farwell Street Erie County Parcel Number 57-04317.000.

2. The total purchase price for the Property is four thousand six hundred and ninety dollars (\$4,690.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. The former owner has paid a non-refundable earnest money deposit of three hundred forty seven dollars and fifty cents (\$347.50) to Seller. The remaining balance of four thousand three hundred forty two dollars and fifty cents (\$4,342.50), has been paid by in-kind service of the former owner and Purchaser by mowing and maintaining the Property in a nuisance free condition for a period of two (2) years, according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein.

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

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

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

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

5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than November 13, 2019, 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 November 13, 2019, 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):

Dorian Jenkins, President
Networks of Wealth, Inc

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 Dorian Jenkins, President of Networks of Wealth, Inc, and acknowledged their execution of the foregoing instrument and that the same is his voluntary act and deed.

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

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Eric L. Wobser
City Manager

STATE OF OHIO)

) ss:

ERIE COUNTY)

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

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

NOTARY PUBLIC

Approved as to Form:

Trevor Hayberger #0075112
Law Director, City of Sandusky

EXHIBIT A

**PROPERTY SPLIT
PARCEL B**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 2, and being part of Lot 880 of the Sandusky Businessmen's Association Subdivision, P.V. 6, Pg. 39, all references herein to the records of the Erie County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at an iron pin in a monument box found at the intersection of the centerline of Farwell Street (50 feet in width) and the centerline of 8th Street (50 feet in width); thence N 9°55'30" E with the centerline of Farwell Street, a distance of 65.00 feet to a point; thence S 80°04'30" E, a distance of 25.00 feet to a point on the east right-of-way line of Farwell Street; thence N 9°55'30" E with said right-of-way line, a distance of 20.50 feet to a 5/8" iron rod set and the True Point of Beginning for this description;

Thence, S 80°04'30" E a distance of 118.00 feet to a 5/8" iron rod set;


Thence, S 9°55'30" W a distance of 20.50 feet to a point referenced by a 1-1/2" iron pin found 0.15 feet north and 0.23 feet west;

Thence, N 80°04'30" W with Lot 879 a distance of 118.00 feet to a point referenced by a 1" iron pin found 0.39 feet north and 0.11 feet east;

Thence, N 9°55'30" E continuing along said right-of-way, a distance of 20.50 feet to the point of beginning, containing 0.0555 acres (2,419 square feet) of land, more or less.

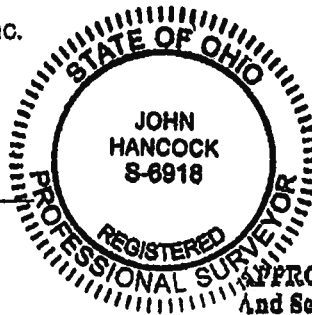
This description was prepared by John Hancock, P.S. No. 6918 from a survey of the premises in April, 2017. Bearing herein are based on Ohio State Plane Coordinate System NAD '83 (2011).

John Hancock & Associates, Inc.



John Hancock, P.S.

Date: MAY 11, 2017


file:2550-splitB

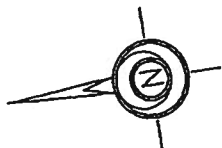


**APPROVED BY THE PLANNING
AND ZONING DEPARTMENT
CITY OF SANDUSKY, OHIO**

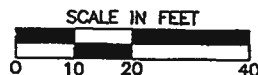
DATE 5/19/17 

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


Erie County Engineer
Date: 5/11/17



SCALE: 1" = 20'



APPROVED as per Erie County Regulations
And Sections 4733-37 thru 4735-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Signature]
Erie County Engineer
DAW 5/14/17



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

DATE 5/19/17 *[Signature]*

BEARINGS HEREON ARE BASED UPON
OHIO STATE PLANE COORDINATE SYSTEM
NAD '83 (2011)

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

[Signature]
JOHN HANCOCK, P.S.
OHIO R.L.S. 6918

DATE: MAY 11, 2017

7TH STREET

IRON PIN FND.
IN MARK, GCH



FARWELL STREET
(50' RIGHT-OF-WAY)

N 9°55'30" E 498.4'(P) 498.13'(M)

8TH STREET

IRON PIN FND.
IN MARK, GCH



910

911

912

CEDAR POINT PARK, LLC
RN 201410099
57-00841.000

CENTRAL ERIE, LTD
RN 200613180
57-00561.000

LAMAR RENTALS
RN 200805093
57-03887.000

1432 FARWELL STREET
CITY OF SANDUSKY
RN 201500316
57-04318.000

1436 FARWELL STREET
CCB SANDUSKY, LLC
RN 201108007
57-04317.000

881

880

879

S 80°04'30" E 118'

PARCEL A
(2,419 S.F.)

N 80°04'30" W 118'

PARCEL B
(2,419 S.F.)

N 80°04'30" W 118'

S 9°55'30" W 41.00'
20.50' 20.50'

N 9°55'30" E 41.00'

P.O.B.

20.50' 20.50'

65.00'

REVISED:

John Hancock & Associates

NOTARIZED
DIANE S. SANDUSKY
308 E. WARE ST. SANDUSKY, OHIO 44870
(419) 625-7000

LOT SPLIT
1432 FARWELL STREET
LOT 880, SANDUSKY BUSINESSMEN'S ASSOCIATION SUBDIVISION
P.V.B., PG. 39
WARD 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO

JOB NO.: 255017
DRN BY: BLH
FILE NO.: 2550-SPLIT
DATE: 5/11/17
SCALE: 1" = 20'

CITY OF SANDUSKY OHIO



LAND REUTILIZATION PROGRAM

"MOW TO OWN"

SIDE LOT DISPOSITION PROGRAM

EXHIBIT

"B"

The City of Sandusky's "Mow to Own" Side Lot Disposition Program aims to stabilize and strengthen property owners' investments in their neighborhoods by transferring vacant, abandoned and tax delinquent parcels that are of insufficient size to permit independent development to adjacent property owners through the Land Reutilization Program. The parcels are generally too small to be developed based on current zoning regulations. The City of Sandusky has many parcels that were platted at a time when houses were typically much smaller and closer together and off-street parking was not needed. Today, the City of Sandusky's zoning regulations do not allow development on these small parcels. In addition, prospective homebuyers generally are more attracted to larger residential lots for reasons such as desire for a larger house and a spacious yard. Given the limited usefulness of side lot parcels for development due to zoning regulations and homebuyer preferences, the "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these parcels for yard expansion and off-street parking at a reasonable cost. Pursuant to the Ohio Revised Code, the parcels acquired by the Land Reutilization Program must be sold for not less than fair market value. The "Mow to Own" Side Lot Disposition Program will encourage the adjacent property owners to purchase these unbuildable parcels by requiring a small non-refundable earnest money deposit to cover the City's cost of acquisition with the balance to be paid for by in-kind service of mowing and maintaining the lot over a certain number of years. The required years will be determined by subtracting the required non-refundable earnest money deposit from the Erie County Auditor's appraisal value and then dividing the balance by the average yearly cost of the City to mow and maintain the parcel. A Purchase Agreement will be

entered into that will expire at the end of the required number of years that will require the parcel to be properly mowed and maintained. If at any time it is not adequately maintained within the required number of years, the Purchase Agreement will become null and void and the City will keep the non-refundable earnest money deposit. Once the terms of the Purchase Agreement have been met, the closing will take place and the title will be transferred to the adjoining owner.

By implementing the "Mow to Own" Side Lot Disposition Program, the City aims to produce several positive outcomes by transferring ownership to the adjacent property owners:

1. To stabilize neighborhoods by transferring vacant and abandoned properties to adjacent property owners who are more likely to care for the land next to their home.
2. The evidence of use and a well-maintained condition will help to improve the neighborhood character and appearance.
3. Reduce the public costs associated with maintaining these properties.
4. Encourage the creation of off-street parking where there currently is none.
5. Return these properties to the tax roll and increase property tax revenue for Erie County and the City of Sandusky.

The Land Reutilization Program aims to stabilize neighborhoods that are in decline with many vacant, abandoned and tax delinquent properties. Providing incentives for adjacent property owners to take ownership of vacant land will strengthen the neighborhood's character, appearance, and better sense of community.

A. Qualified Properties.

Parcels of property eligible for inclusion in the "Mow to Own" Side Lot Disposition Program shall meet all of the requirements pursuant to the City of Sandusky's Land Reutilization Program Policy and Procedures and shall also meet the following minimum criteria:

1. The property shall be vacant unimproved real property.
2. The property shall be physically contiguous to the adjacent owner's real property with a significant common boundary line.
3. The property shall consist of no more than one lot of insufficient size to permit independent development, which for the purposes of the Mow to Own Program shall be defined as a lot smaller than 40' X 125' or, in the case of an irregular shaped lot, as determined by the Land Bank Committee with the final approval of City Commission.

B. Applicants.

1. All applicants must own the contiguous property, and priority shall be given to applicants who personally occupy the contiguous property.
2. The applicant shall not be delinquent on any real estate or personal properties taxes in Erie County.
3. The applicant shall not have a history of property maintenance, nuisance and/or building code violations.
4. The applicant shall not own any property that has an unremediated property maintenance, nuisance and/or building code violation.
5. Applicants must meet all other requirements pursuant to the City of Sandusky's Land Reutilization Policy and Procedures.

C. Purchase.

1. Lots purchased for addition to existing developed properties shall be sold with deed restrictions prohibiting construction of additional dwelling units and limiting usage to ancillary facilities or building additions.

- The applicant shall obtain all necessary permits from the City before erecting structures on the property (i.e. garage, fence, etc.)
2. Situations not herein defined or deemed to be unusual shall be resolved at the discretion of the Land Bank Committee.

D. Price.

1. The purchase price shall be fair market value as determined by the Erie County Auditor's current valuation and appraisal.
2. The purchaser shall be responsible for the recording and transfer fees in addition to the cost of the lot.
3. The City shall not provide purchaser with title insurance. Title insurance may be purchased independently through the title company by the purchaser.

E. Payment.

1. The purchaser shall provide a non-refundable earnest money deposit in an amount not less than the costs incurred by the City for acquisition of the property.
2. The remaining balance due shall be determined by subtracting the amount of the non-refundable earnest money deposit from the fair market value.
3. The remaining balance due shall be paid by in-kind service of the purchaser by mowing and maintaining the property in a nuisance free condition for a minimum number of years that shall be determined by dividing the remaining balance due by the estimated average yearly cost to the City for mowing and maintaining the property, which shall be rounded up to the next whole number.
4. The purchaser shall agree to mow, maintain and keep the property free from nuisance for the minimum number of years as determined above.
5. If the property owner fails to maintain the property at anytime within the required minimum number of years and is issued a nuisance violation pursuant to the City of Sandusky's Codified Ordinances or if the City must

maintain the property in any way within the required minimum number of years, the purchaser shall be in breach of the Purchase Agreement.

F. Breach of the Purchase Agreement.

1. Upon breach of the Purchase Agreement, the Purchase Agreement shall become null and void and the non-refundable earnest money deposit shall be retained by the City. The property shall be offered to the other adjacent property owner. If the other adjacent property owner declines, or in the event there is no other adjacent property owner, the entire lot shall be offered to the rear abutting property owner.
2. If all of the adjacent/abutting property owners decline, the lot shall be considered for community development efforts such as community gardens, neighborhood play areas and community green areas.

Date: 9-16-11

Approved by: 

Donald C. Icsman
Acting City Manager



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: September 30, 2019

Subject: Commission Agenda Item- Thorpe Drive Culvert Replacement Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the Thorpe Drive Culvert Replacement Project.

BACKGROUND INFORMATION: This project was awarded to Great Lakes Demolition, Vickery, Ohio at the June 19, 2019 city commission meeting per ordinance 19-103 in the amount of \$287,854.45.

This project provided for the replacement of the existing corrugated metal culvert located at the Cold Creek crossing of Thorpe Drive located between Venice Road and Venice Heights Boulevard. The resurfacing portion of this project resurfaced Thorpe Drive from Venice Road to Venice Heights Boulevard. The section of Thorpe Drive over the culvert had a complete pavement reconstruction over the new culvert along with new concrete sidewalk, curbing and catch basins.

Change Order No. 1, a deduct in the amount of \$37,011.01, represents final quantities installed in the field by the contractor. See attached summary sheet of all quantities.

BUDGETARY INFORMATION: Change Order No. 1, a deduction of \$37,011.01 will revise the original contract amount of \$287,854.45 to \$250,843.44. The final costs will be split 50/50 with an Ohio Public Works Grant Funds. OPWC grant will fund \$125,421.72 and the city will fund \$125,421.72 with Sewer Funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for additional work for the Thorpe Drive Culvert Replacement 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 items already installed in the field and to close out the completed project.

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

Change Order No. **1 AND FINAL**CONTRACT: 2924
ORDINANCE NO. 19-103

Contractor: GREAT LAKES DEMOLITION COMPANY, LLC

1787 N. STATE ROUTE 510 VICKERY, OH 43464

STREET OR LOCATION OF WORK: THORPE DRIVE CULVERT REPLACEMENT PROJECT

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
						ROADWAY					
1	201	1.00	1.00	0.00		Clearing & Grubbing, As Per Plan	\$1,000.00	\$1,000.00	\$1,000.00		
2	202	173.00	217.00	44.00		Pavement Removed, As Per Plan	\$11.00	\$1,903.00	\$2,387.00	\$484.00	
3	202	532.00	652.00	120.00		Walk Removed	\$3.00	\$1,596.00	\$1,956.00	\$360.00	
4	202	107.00	140.00	33.00		Curbs Removed	\$9.00	\$963.00	\$1,260.00	\$297.00	
5	202	26.00	62.00	36.00		Pipe Removed, 24" and Under	\$7.00	\$182.00	\$434.00	\$252.00	
6	202	2.00	2.00	0.00		Catch Basin Removed	\$500.00	\$1,000.00	\$1,000.00		
7	204	173.00	258.00	85.00		Subgrade Compaction	\$5.00	\$865.00	\$1,290.00	\$425.00	
8	517	120.00	120.00	0.00		Railing, Timber	\$55.00	\$6,600.00	\$6,600.00		
9	608	1,443.00	1,524.00	81.00		4" Concrete Walk, As Per Plan	\$6.00	\$8,658.00	\$9,144.00	\$486.00	
						EROSION CONTROL					
10	601	35.00	35.00	0.00		Rock Channel Protection, Type B With Aggregate Filter	\$105.00	\$3,675.00	\$3,675.00		
11	659	1.00	1.00	0.00		Seeding Misc: Seeding and Mulching, Class 1	\$6,000.00	\$6,000.00	\$6,000.00		
12	832	2,100.00	0.00	-2100.00		Erosion Control	\$1.00	\$2,100.00	\$0.00		-\$2,100.00
						DRAINAGE					
13	611	24.00	13.50	-10.50		12" Conduit, Type B	\$90.00	\$2,160.00	\$1,215.00		-\$945.00
14	611	12.00	20.00	8.00		18" Conduit, Type B	\$90.00	\$1,080.00	\$1,800.00	\$720.00	
15	611	2.00	2.00	0.00		Catch Basin, Misc. Sandusky Standard CB, Type 1	\$1,350.00	\$2,700.00	\$2,700.00		
						PAVEMENT					
16	254	0.00	0.00	0.00		Pavement Planing, Asphalt Concrete 3" (Included with Bid Line Item 43)			\$0.00		
17	301	29.00	34.52	5.52		Asphalt Concrete Base, PG64-22	\$180.00	\$5,220.00	\$6,213.60	\$993.60	
18	304	29.00	29.00	0.00		Aggregate Base, Limestone	\$50.00	\$1,450.00	\$1,450.00		
19	407	-	-	-			-				
20	441	-	-	-			-				
21	441	-	-	-			-				
22	609	112.00	140.00	28.00		Concrete Curb, Type 6	\$20.00	\$2,240.00	\$2,800.00	\$560.00	
						TRAFFIC CONTROL					
23	630	2.00	2.00	0.00		Removal of Ground Mounted Sign & Disposal	\$30.00	\$60.00	\$60.00		
24	630	2.00	2.00	0.00		Removal of Ground Mounted Post Support & Disposal	\$35.00	\$70.00	\$70.00		
						MAINTENANCE OF TRAFFIC					
25	614	1.00	1.00	0.00		Detour Signing	\$1,500.00	\$1,500.00	\$1,500.00		
						MISCELLANEOUS					
26	614	1.00	1.00	0.00		Maintaining Traffic	\$5,000.00	\$5,000.00	\$5,000.00		
27	623	1.00	1.00	0.00		Construction Layout Stakes & Surveying	\$4,100.00	\$4,100.00	\$4,100.00		
28	624	1.00	1.00	0.00		Mobilization	\$9,000.00	\$9,000.00	\$9,000.00		
						10'X6' BOC CULVERT					
29	202	1.00	1.00	0.00		Structure Removed, As Per Plan	\$2,000.00	\$2,000.00	\$2,000.00		
30	503	1.00	1.00	0.00		Cofferdams and Excavation Bracing	\$5,000.00	\$5,000.00	\$5,000.00		
31	503	1.00	1.00	0.00		Unclassified Excavation	\$2,000.00	\$2,000.00	\$2,000.00		
32	509	4,900.00	4,900.00	0.00		Epoxy Coated Reinforcing Steel	\$1.50	\$7,350.00	\$7,350.00		
33	511	15.00	15.00	0.00		Class QC1 Concrete, Retaining / Wingwall Not Including Footing	\$850.00	\$12,750.00	\$12,750.00		
34	511	43.00	43.00	0.00		Class QC1 Concrete, Footing	\$400.00	\$17,200.00	\$17,200.00		
35	511	1.60	1.60	0.00		Class QC1 Concrete, Headwall	\$1,050.00	\$1,680.00	\$1,680.00		
36	512	61.00	82.00	21.00		Sealing of Concrete Surfaces (Epoxy-Urethane)	\$21.00	\$1,281.00	\$1,722.00	\$441.00	
37	512	290.00	290.00	0.00		Type 2 Waterproofing	\$18.00	\$5,220.00	\$5,220.00		
38	518	1.00	1.00	0.00		Porous Backfill With Filter Fabric	\$4,700.00	\$4,700.00	\$4,700.00		
39	611	90.00	90.00	0.00		10' x 6' Conduit, Type A, 706.05 As Per Plan	\$650.00	\$58,500.00	\$58,500.00		
40	611	1.00	1.00	0.00		Conduit, Misc-Maintenance of Sanitary Sewer Flows Including Replacement of Conduit, Backfill, C	\$2,000.00	\$2,000.00	\$2,000.00		
						RESURFACING FROM VENICE ROAD TO VENICE HEIGHTS BLVD					
41	251	10.00	8.11	-1.89		Partial Depth Repair	\$635.00	\$6,350.00	\$5,149.85		-\$1,200.15
42	253	30.00	0.00	-30.00		Pavement Repair	\$250.00	\$7,500.00	\$0.00		-\$7,500.00
43	254	2,443.00	2,443.00	0.00		Pavement Planing 3"	\$3.75	\$9,161.25	\$9,161.25		
44	407	133.00	133.00	0.00		Non-Tracking Tack Coat (0.05 Gal/SY)	\$2.20	\$292.60	\$292.60		
45	407	196.00	196.00	0.00		Non-Tracking Tack Coat (0.08 Gal/SY)	\$2.20	\$431.20	\$431.20		
46	441	92.00	96.10	4.10		Asphalt Concrete PG64-22 Surface Course Type 1 (448) 1 1/4"	\$156.00	\$14,352.00	\$14,991.60	\$639.60	
47	441	128.40	128.29	-0.11		Asphalt Concrete PG64-22 Intermediate Type 1 (448) 1 3/4"	\$146.00	\$18,746.40	\$18,730.34		-\$16.06
48	611	1.00	2.00	1.00		Catch Basin Adjusted to Grade - New Frame & Casting	\$330.00	\$330.00	\$660.00	\$330.00	
49	611	3.00	2.00	-1.00		Manhole Adjusted to Grade - New Frame & Casting - Sanitary	\$1,700.00	\$5,100.00	\$3,400.00		-\$1,700.00
50	611	1.00	0.00	-1.00		Manhole Adjusted to Grade - New Frame & Casting - Water	\$1,700.00	\$1,700.00	\$0.00		-\$1,700.00
51	638	5.00	5.00	0.00		3 Piece Water Valve Adjusted to Grade	\$750.00	\$3,750.00	\$3,750.00		
52	642	12.00	0.00	-12.00		White Auxiliary - 24" Stop Bar, Type 1	\$5.00	\$60.00	\$0.00		-\$60.00
53	642	80.00	0.00	-80.00		Crosswalk Line, Type 1	\$5.25	\$420.00	\$0.00		-\$420.00
54	642	66.00	0.00	-66.00		Centerline 4" Double Solid Yellow Line, Type 1	\$13.00	\$858.00	\$0.00		-\$858.00
55	Special	1.00	0.00	-1.00		Contingency - To Be Used As Directed By The Engineer	\$30,000.00	\$30,000.00	\$0.00		-\$30,000.00
CO-1	Item 1	0.00	1.00	1.00		Embankment (Topsoil/Seed/Mulch Berm)-along resurfacing area	\$3,500.00		\$3,500.00	\$3,500.00	
							Original Contract Amount	\$287,854.45	\$250,843.44	\$9,488.20	-\$46,499.21
							Change in Contract	-\$37,011.01			
							Revised Contract Amount	\$250,843.44			

Explanation: Change order reflects work performed in the field.

Accepted:  Contractor

Date: September 18, 2019

Accepted: _____ City Engineer

Date: _____, 2019

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY GREAT LAKES DEMOLITION OF VICKERY, OHIO, FOR THE THORPE DRIVE CULVERT REPLACEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Thorpe Drive Culvert Replacement Project provided for the replacement of the existing corrugated metal culvert located at the Cold Creek crossing of Thorpe Drive located between Venice Road and Venice Heights Boulevard, resurfacing Thorpe Drive from Venice Road to Venice Heights Boulevard, and complete pavement reconstruction along with new concrete sidewalk, curbing and catch basins on the section of Thorpe Drive over the culvert; and

WHEREAS, this City Commission approved an agreement for professional design services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for the Thorpe Drive Culvert Replacement Project by Ordinance No. 17-137, passed on July 10, 2017; and

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission's State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the Thorpe Drive Culvert Replacement Project by Resolution No. 034-18R, passed on August 27, 2018; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Thorpe Drive Culvert Replacement Project by Resolution No. 012-19R, passed on March 11, 2019; and

WHEREAS, this City Commission approved the awarding of the contract to Great Lakes Demolition of Vickery, Ohio, for work to be performed for the Thorpe Drive Culvert Replacement Project by Ordinance No. 19-103, passed on June 10, 2019; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with Great Lakes Demolition of Vickery, Ohio, was \$287,854.45, and with the deduction of this First & Final Change Order in the amount of \$37,011.01, the final contract cost is \$250,843.44, of which \$125,421.72 (50%) will be paid with Ohio Public Works Commission (OPWC) grant funds and \$125,421.72 (50%) will be paid with Sewer Funds; and

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

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Thorpe Drive Culvert Replacement Project and to deduct from the contract amount the sum of Thirty Seven Thousand Eleven and 01/100 Dollars (\$37,011.01) resulting in the final contract cost of Two Hundred Fifty Thousand Eight Hundred Forty Three and 44/100 Dollars (\$250,843.44) with Great Lakes Demolition of Vickery, 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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: October 1, 2019

Subject: Commission Agenda Item- Sloane Street Manhole Replacement and Slip Lining Project

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order No. 1 and Final for the Sloane Street Manhole Replacement and Slip Lining Project.

BACKGROUND INFORMATION: This project was awarded to United Survey, Inc. Cleveland, Ohio at the July 24, 2017 city commission meeting per ordinance 17-152 in the amount of \$193,192.25.

This project involved replacing the large manhole structure at the intersection of Sloane Street and West Monroe Street which is over fourteen (14') deep and has eight sewer conduits tied into it, ranging in size from 8" to 24". The existing 15" combined sewer along Sloane Street from Monroe Street to Barker Street and east to King Street was slip lined with a Cured-In-Place Pipe (CIPP) trenchless rehabilitation method. The existing 15" sewer pipe was vitrified clay pipe (VCP) with several cracks along its length. The manhole structure at the southerly end of Sloane Street was not able to be replaced due to the high water levels along the creek. This work will have to be completed at a later date when the water levels have gone down.

Change Order No. 1, a deduct in the amount of \$42,110.43, represents final quantities installed in the field by the contractor. See attached summary sheet of all quantities.

BUDGETARY INFORMATION: Change Order No. 1, a deduction of \$42,110.43 will revise the original contract amount of \$193,192.25 to \$151,081.82. The final costs will be paid with sewer funds.

ACTION REQUESTED: It is requested that legislation be prepared to allow for the approval of Change Order No. 1 for final quantities work for the Sloane Street Manhole Replacement and Slip Lining 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 items already installed in the field and to close out the completed project.

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

Change Order No. 1 and FinalCONTRACT: 2885
ORDINANCE NO. 17-152

Contractor: United Survey, Inc.

25145 Broadway Avenue Cleveland, Ohio 44146

STREET OR LOCATON OF WORK: Rebid Sloane Street Manhole Replacement and Slio Lining Project

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

Bid Item No.	ODOT Item No.	Plan Quantity	Actual Quantity	Difference in Quantity	Unit	Description	Unit Price	Bid Price	Final Price	Total ADDITION	Total DEDUCT
1	201	1.00	0.00	-1.00	LS	Clearing & Grubbing	\$225.00	\$225.00	\$0.00		-\$225.00
2	611	1.00	0.00	-1.00	EA	Wat Manhole Adjusted to Grade including new frame & lid	\$1,750.00	\$1,750.00	\$0.00		-\$1,750.00
3	611	1.00	1.00	0.00	EA	Sewer Manhole-includes backfill & pavement repair-Sloane and Monroe	\$16,500.00	\$16,500.00	\$16,500.00		
4	611	1.00	0.00	-1.00	EA	Sewer Manhole-includes backfill-At south end of Sloane St	\$12,100.00	\$12,100.00	\$0.00		-\$12,100.00
5	611	10.00	0.00	-10.00	LF	8" Type B Conduit Combined Sewer-includes backfill & pavement repair	\$55.00	\$550.00	\$0.00		-\$550.00
6	611	20.00	0.00	-20.00	LF	10" Type B Conduit Combined Sewer-includes backfill & pavement repair	\$66.00	\$1,320.00	\$0.00		-\$1,320.00
7	611	10.00	16.75	6.75	LF	15" Type B Conduit Combined Sewer-includes backfill & pavement repair	\$77.00	\$770.00	\$1,289.75	\$519.75	
8	611	10.00	0.00	-10.00	LF	12" Type B Conduit Sanitary Sewer-includes backfill & pavement repair	\$77.00	\$770.00	\$0.00		-\$770.00
9	611	10.00	5.00	-5.00	LF	18" Type B Conduit Sanitary Sewer-includes backfill & pavement repair	\$88.00	\$880.00	\$440.00		-\$440.00
10	611	10.00	18.34	8.34	LF	18" Type B Conduit Storm Sewer-includes backfill & pavement repair	\$88.00	\$880.00	\$1,613.92	\$733.92	
11	611	10.00	0.00	-10.00	LF	24" Type B Conduit Storm Sewer-includes backfill & pavement repair	\$110.00	\$1,100.00	\$0.00		-\$1,100.00
12	611	10.00	0.00	-10.00	LF	15" Type C Conduit Combined Sewer-includes backfill-for Manhole at south end of Sloane St	\$110.00	\$1,100.00	\$0.00		-\$1,100.00
13	611	20.00	10.83	-9.17	LF	6" Type B Conduit-sewer later repair including wye, ferncos, backfill & pavement repair	\$275.00	\$5,500.00	\$2,978.25		-\$2,521.75
14	614	1.00	1.00	0.00	LS	Maintaining Traffic	\$6,200.00	\$6,200.00	\$6,200.00		
15	623	1.00	1.00	0.00	LS	Construction Layout Stakes	\$1,000.00	\$1,000.00	\$1,000.00		
16	624	1.00	1.00	0.00	LS	Mobilization	\$10,000.00	\$10,000.00	\$10,000.00		
17	832	2000.00	0.00	-2000.00	EA	Erosion Control	\$1.00	\$2,000.00	\$0.00		-\$2,000.00
18	653	12.77	1.18	-11.59	CY	4" Topsoil furnished & placed	\$25.00	\$319.25	\$29.50		-\$289.75
19	659	115.00	10.64	-104.36	SY	Seeding & Mulching Class 3B or 3C	\$10.00	\$1,150.00	\$106.40		-\$1,043.60
20	MISC	1.00	1.00	0.00	LS	Bypass pumping for Manhole replacements	\$1,000.00	\$1,000.00	\$1,000.00		
21	MISC	1.00	0.00	-1.00	EA	Monument Box-reset & adjust to grade	\$200.00	\$200.00	\$0.00		-\$200.00
22	MISC	811.00	811.00	0.00	LF	Cleaning & Televising 15" Combined Sewer	\$12.00	\$9,732.00	\$9,732.00		
23	MISC	811.00	811.00	0.00	LF	Televising 15" Combined Sewer- Post Liner Installation and Lateral Reconnection	\$6.00	\$4,866.00	\$4,866.00		
24	MISC	28.00	25.00	-3.00	EA	Service Lateral Connections (Opening through liner)	\$50.00	\$1,400.00	\$1,250.00		-\$150.00
25	MISC	811.00	811.00	0.00	LF	15" CIPP Combined Sewer including By-Pass pumping	\$116.00	\$94,076.00	\$94,076.00		
26	MISC	1.00		-1.00	LS	Contingency-to be used as directed by the Engineer	\$17,804.00	\$17,804.00	\$0.00		-\$17,804.00
	CO1	Item 1				Time extension to 5/30/19 No cost to contract					
							Original Contract Amount	\$193,192.25	\$151,081.82	\$1,253.67	-\$43,364.10
							Change in Contract	-\$42,110.43			
							Revised Contract Amount	\$151,081.82			

Explanation: Change order reflects work performed in the field.

Accepted:

Contractor

Date:

Sept 30

2019

Accepted:

City Engineer

Date:

2019

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY UNITED SURVEY, INC., OF CLEVELAND, OHIO, FOR THE SLOANE STREET MANHOLE REPLACEMENT AND SLIP LINING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sloane Street Manhole Replacement and Slip Lining Project involved replacing the large manhole structure at the intersection of Sloane Street and West Monroe Street and slip lining the existing 15" combined sewer along Sloane Street from Monroe Street to Barker Street and east to King Street with a Cured-In-Place Pipe (CIPP) trenchless rehabilitation method; the manhole structure at the southerly end of Sloane Street was not able to be replaced due to the high water levels along the creek and will be completed at a later date; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Sloane Street Manhole Replacement and Slip Lining Project by Resolution No. 031-17R, passed on June 12, 2017; and

WHEREAS, this City Commission approved the awarding of the contract to United Survey, Inc., of Cleveland, Ohio, for work to be performed for the Sloane Street Manhole Replacement and Slip Lining Project by Ordinance No. 17-152, passed on July 24, 2017; and

WHEREAS, this First & Final Change Order reflects the actual work performed in the field by the contractor and the actual quantities used; and

WHEREAS, the original contract with United Survey, Inc., of Cleveland, Ohio, was \$193,192.25, and with the deduction of this First & Final Change Order in the amount of \$42,110.43, the final contract cost is \$151,081.82 and will be paid with sewer funds; and

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

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First & Final Change Order for work performed for the Sloane Street Manhole Replacement and Slip Lining Project and to deduct from the contract amount the

sum of Forty Two Thousand One Hundred Ten and 43/100 Dollars (\$42,110.43) resulting in the final contract cost of One Hundred Fifty One Thousand Eighty One and 82/100 Dollars (\$151,081.82) with United Survey, Inc., of Cleveland, 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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019

NOTICE TO LEGISLATIVE
AUTHORITY

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

7538854		TRFO	TO
PERMIT NUMBER		TYPE	
02	01	2018	RICHS BAR AND TAVERN LLC
ISSUE DATE			DBA OLE CAMP STREET TAVERN
09	16	2019	1ST FL & BSMT
FILING DATE			1040 CAMP ST
D2	D2X	D3	SANDUSKY OH 44870
PERMIT CLASSES			
22	077	B	F23059
TAX DISTRICT		RECEIPT NO.	
FROM 09/18/2019			

RECEIVED

SEP 23 REC'D

SANDUSKY CITY
COMMISSION

6532363			
PERMIT NUMBER		TYPE	
02	01	2018	OLE CAMP ST TAVERN LLC
ISSUE DATE			DBA OLE CAMP ST TAVERN
09	16	2019	1ST FL & BSMT
FILING DATE			1040 CAMP ST
D2	D2X	D3	SANDUSKY OH 44870
PERMIT CLASSES			
22	077		
TAX DISTRICT		RECEIPT NO.	



MAILED 09/18/2019 RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/21/2019

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 7538854**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

Commerce Division of Liquor Control : Web Database Search

OWNERSHIP DISCLOSURE INFORMATION

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

Searching Instructions

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

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

SEARCH CRITERIA**Permit Number**

7538854

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 7538854; Name: RICHS BAR AND TAVERN LLC; DBA: DBA OLE CAMP STREET TAVERN 1ST FL & BSMT; Address: 1040 CAMP ST SANDUSKY 44870		
RICHARD F TWARDZIK	5% MEMBER	

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- [Ohio Department of Commerce](#)

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Kelly Kresser

From: Thomas Horsman
Sent: Monday, September 23, 2019 3:52 PM
To: Kelly Kresser
Subject: RE: Liquor Permit Transfer

Zoning is Local Business and allows for this use. Planning has no issues.



Tom Horsman | Assistant Planner
PLANNING DEPARTMENT
240 Columbus Ave | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5945
www.cityofsandusky.com



From: Kelly Kresser
Sent: Monday, September 23, 2019 3:04 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>
Subject: Liquor Permit Transfer

Attached is a Notice to Legislative Authority for the transfer of D2 (*wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1 a.m.*), D2X (*grandfathered permit for beer only on for on premises consumption or in original sealed containers for carryout only until 1 a.m.*) and D3 (*spirituous liquor for on premises consumption only until 1 a.m.*) liquor permits from Ole Camp Street Tavern, LLC to Rich's Bar & Tavern, LLC dba Ole Camp Street Tavern, 1040 Camp Street.

Please provide comments regarding this proposed transfer with respect to your department.

Kelly Kresser

From: Stephen Rucker
Sent: Monday, September 23, 2019 3:46 PM
To: Kelly Kresser; John Orzech; Thomas Horsman
Subject: RE: Liquor Permit Transfer



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

From: Kelly Kresser
Sent: Monday, September 23, 2019 3:04 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>
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Please provide comments regarding this proposed transfer with respect to your department.

Kelly Kresser

From: John Orzech
Sent: Monday, September 23, 2019 3:09 PM
To: Kelly Kresser
Subject: RE: Liquor Permit Transfer

No issues from police on transfer.



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



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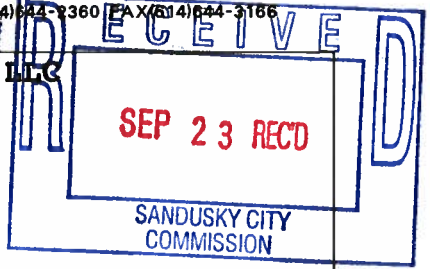
Please provide comments regarding this proposed transfer with respect to your department.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614) 644-3360 FAX (614) 644-3166

1350911		NEW	TO
PERMIT NUMBER		TYPE	
ISSUE DATE		CEDAR POINT SPORTS PARK LLC	
09 13 2019		DBA INDOOR FACILITY	
FILING DATE		2700 CLEVELAND RD	
D5		SANDUSKY OH 44870	
PERMIT CLASSES			
22	077	B	C50175
TAX DISTRICT			RECEIPT NO.

FROM 09/19/2019



PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 09/19/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 10/21/2019

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 1350911**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
222 MEIGS STREET
SANDUSKY OHIO 44870

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SEARCH CRITERIA**Permit Number**

1350911

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

Member/Officer Name	Shares/Interest	Office Held
Permit Number: 1350911; Name: CEDAR POINT SPORTS PARK LLC; DBA: DBA INDOOR FACILITY; Address: 2700 CLEVELAND RD SANDUSKY 44870		
MILLENNIUM OPERATIONS LLC	MANAGE MEM	

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Kelly Kresser

From: Thomas Horsman
Sent: Monday, September 23, 2019 4:02 PM
To: Kelly Kresser
Subject: RE: New Liquor Permit

Zoning is Commercial Recreation and allows for this use. Planning has no issues.



Tom Horsman | Assistant Planner
PLANNING DEPARTMENT
240 Columbus Ave | Sandusky, OH 44870
T: 419.627.5715 | F: 419.627.5945
www.cityofsandusky.com



From: Kelly Kresser
Sent: Monday, September 23, 2019 3:04 PM
To: Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>; Thomas Horsman <thorsman@ci.sandusky.oh.us>; John Orzech <JOrzech@ci.sandusky.oh.us>
Subject: New Liquor Permit

Attached is a Notice to Legislative Authority for a new D5 (*spiruous liquor for on premises consumption only, beer, wine and mixed beverages for on premises, or off premises in original sealed containers until 2:30 a.m.*), liquor permit for Cedar Point Sports Park, LLC dba Indoor Facility, 2700 Cleveland Road.

Please provide comments regarding this new liquor permit with respect to your department.

Kelly Kresser

From: Stephen Rucker
Sent: Monday, September 23, 2019 3:45 PM
To: Kelly Kresser; Greg Voltz; Thomas Horsman; John Orzech
Subject: RE: New Liquor Permit

No issues



Steve Rucker | *Fire Marshal*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5823 | F: 419.627.5820
srucker@ci.sandusky.oh.us
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Please provide comments regarding this new liquor permit with respect to your department.

Kelly Kresser

From: John Orzech
Sent: Monday, September 23, 2019 3:09 PM
To: Kelly Kresser
Subject: RE: New Liquor Permit

No issues from police.



John Orzech | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
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Please provide comments regarding this new liquor permit with respect to your department.

September 24, 2019

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase one (1) LifePak-15 Heart Monitor from Physio-Control, Inc., Redmond, WA, through the State of Ohio's Cooperative Purchasing Program #800799 in an amount not to exceed **\$25,016.27**. In addition authorizing the trade in of one (1) outdated LifePak-12 Heart Monitor that is unnecessary and unfit for City use pursuant to Section 25 of the City Charter.

BACKGROUND INFORMATION: The purchase of one (1) LifePak-15 Heart Monitor will replace our existing LifePak-12 heart monitor which will reach its useful life expectancy by December 31, 2019. As of December 31, 2019 Physio-Control the distributor will no longer be able to service or get replacement parts or software for the LifePak-12's. The LifePak Heart Monitors are one of the most crucial pieces of equipment on the ambulances.

Physio-Control, Inc. is the sole distributor for physio equipment in our region and it is the only equipment that is compatible with our existing equipment, including the Life Net System at Firelands Regional Medical Center.

BUDGETARY INFORMATION: The amount for this purchase is \$39,063.00 with a discount of \$9,231.73 through the State of Ohio Purchasing Program #800799 and a trade in value for one (1) LifePak-12 of \$5000.00 with a grand total of **\$25,016.27** which includes shipping cost of \$185.00. This purchase will be paid with monies from the EMS fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase one (1) LifePak-15 Heart Monitor from Physio-Control, Inc., Redmond, WA, through the State of Ohio Cooperative Purchasing Program #800799, in an amount not to exceed **\$25,016.27**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order for the heart monitor to be ordered and received so the Fire Department can begin using at the earliest opportunity and to make payment with funds budgeted in the 2019 Budget.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

Cc: Trevor Hayberger, Law Director, Hank Solowiej, Finance Director, John Orzech, Acting Safety Services Director, Kelly Kresser, Commission Clerk



Emergency Care

11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To SANDUSKY FD STATION 1
Attn: Adam Butler, Capt.
600 W MARKET
SANDUSKY, OH 44870
(419) 627-5822
abutler@ci.sandusky.oh.us

Quote Number 00192760
Revision # 1
Created Date 9/17/2019
Sales Consultant Jillian Downey
419-508-0028
jillian.downey@stryker.com

FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms 30

Contract State of OH 2019
Promotion LP12SV19 – LIFEPAK 12 to LIFEPAK 15

Expiration Date 10/31/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1.00	35,660.00	-8,391.20	27,268.80	27,268.80
11160-000011	NIBP Cuff-Reusable, Infant	1.00	22.00	-5.20	16.80	16.80
11160-000013	NIBP Cuff-Reusable, Child	1.00	25.00	-5.80	19.20	19.20
11160-000017	NIBP Cuff -Reusable, Large Adult	1.00	34.00	-7.60	26.40	26.40
11160-000019	NIBP Cuff-Reusable, Adult X Large	1.00	49.00	-10.60	38.40	38.40
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	2.00	479.00	-175.79	303.21	606.42
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-5,000.00	-5,000.00
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	84.00	-18.40	65.60	65.60
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1.00	327.00	-71.00	256.00	256.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	59.00	-13.40	45.60	45.60
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	1.00	640.00	-128.00	512.00	512.00
11996-000471	4G Modem: Verizon Cellular Kore (for use with Stryker data plan)	1.00	1,205.00	-228.95	976.05	976.05

Subtotal	USD 24,831.27
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location	
Grand Total	USD 24,831.27

Pricing Summary Totals	
List Price Total	USD 39,063.00
Total Contract Discounts Amount	USD -9,002.78
Total Discount	USD -228.95
Trade In Value	USD -5,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 25,016.27

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote Account Name Address City State Zip Code	Shipping Address <input type="checkbox"/> same as Billing Address Account Name Address City State Zip Code
Accounts Payable Contact Information Accounts Payable Contact Accounts Payable Email	Accounts Payable Phone Number Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature Name Title	Signature Date

Optional information:

Special Ship to Address
 Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number JD/02814801/191540

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

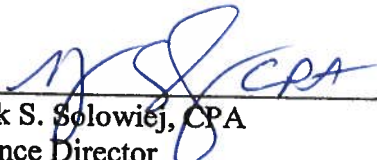
Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

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

In the matter of: Life Pak heart monitor

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

9 27 19

Date

ORDINANCE NO. _____

AN ORDINANCE DECLARING ONE (1) LIFEPAK-12 HEART MONITOR AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE (1) LIFEPAK-15 HEART MONITOR FROM PHYSIO CONTROL OF REDMOND, WASHINGTON, THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department is requesting approval to purchase one (1) LifePak-15 Heart Monitor to replace an existing LifePak-12 Heart Monitor which is reaching the end of its useful life expectancy and additionally the distributor will no longer be able to service or get replacement parts or software for the LifePak-12's; and

WHEREAS, the LifePak-15 Heart Monitor is available through the State of Ohio Cooperative Purchasing Program from Physio-Control, Inc., of Redmond, Washington, 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, this equipment from Physio Control, Inc. of Redmond, Washington, who is also the sole provider for this equipment in our region, is the only equipment that is compatible with the existing equipment, including the Life Net System at Firelands Regional Medical Center; and

WHEREAS, the total cost of the LifePak-15 Heart Monitor is \$25,016.27, which includes a trade-in credit of \$5,000.00 for the Life-Pak-12 Heart Monitor and shipping cost of \$185.00, and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the heart monitor to be ordered and received so the Fire Department can begin using at the earliest opportunity and to make payment with funds budgeted in the 2019 Budget; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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. This City Commission finds and determines that the Lifepak-12 Heart Monitor, Serial No. 38155559, is unnecessary and unfit for City use pursuant

to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of the personal property through a purchase and trade process.

Section 2. The City Manager be and hereby is authorized and directed to purchase one (1) LifePak-15 Heart Monitor through the State of Ohio Cooperative Purchasing Program from Physio Control of Redmond, Washington, at an amount **not to exceed** Twenty Five Thousand Sixteen and 27/100 Dollars (\$25,016.27).

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: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua R. Snyder, P.E.

Date: September 30, 2019

**Subject: Commission Agenda Item – Siding Repairs at the Wastewater Treatment Plant
Administrative Laboratory Building and Ferrous Chloride building.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the the expenditure of funds for brick siding and masonry repair work at the Wastewater Treatment Plant (WWTP) Plant Administrative Laboratory and Ferrous Chloride Buildings through a joint purchasing program, authorized by the Ohio Revised Code, section 9.48 “joint purchasing program”. U.S. Communities Government Purchasing Alliance is a free government purchasing cooperative with the purchasing power of up to 90,000 public agencies. U.S. communities offers materials, vehicles, supplies and services. U.S. Communities has been providing government and school procurement resources since 1996. U.S. Communities is endorsed by both the County Commissioners Association of Ohio and the Ohio Association of School Business Officials. The City is Member Number 2417304. In this instance of using the joint purchasing platform, materials will be supplied by the Garland Company of Cleveland, OH, with Installation Services being provided by Western Specialty Contractors of Cleveland, Ohio.

BACKGROUND INFORMATION: The Wastewater Treatment Plant administrative laboratory building is a circa 1958 building that has taken on minimal renovations through the duration of its life. In 2017 and 2018, the City had several roof surfaces replaced at the Wastewater Treatment plant, including the Administrative Laboratory and Ferrous Chloride buildings. Despite these repairs, there is still water intruding into the Administrative Laboratory and Ferrous Chloride buildings. A report commissioned by the City earlier in 2019 and developed by Poulos and Schmid Design Group revealed multiple entry-points for water along both of these buildings. A design specification detailing the locations and types of work to remedy these problems, and seal the outside brick before more extensive damage happens has been developed by Poulos and Schmid Design group.

This project will tuck-point areas of eroding and failing mortar in the brick façade of both buildings. Caulk will be replaced in areas where it has weathered and degraded over time and become inflexible, which has torn and separated, allowing water to intrude into the inner walls, causing damage to the break room area of the building. Repairs will also be made to the lentils surrounding doors and windows around both buildings.

This purchase would include all items and work listed on the attached quotation, including a 10 year warranty on all materials and a 2 year warranty on workmanship.

Purchases would be made in accordance with U.S. Communities Government Purchasing Alliance, which allows local political subdivisions to purchase items that have been competitively bid from a successful vendor thereby giving the City the benefit of the programs competitively bid price and eliminating the necessity of formal bidding by the City.

BUDGETARY INFORMATION: The total cost for this repair work is \$174,391.20, which includes materials, delivery, installation, warranties and contingencies, and will be paid from the Sewer Fund. The funds for this work has been included in the recent rate increase.

ACTION REQUESTED: It is requested that legislation be approved for the expenditure of funds for brick siding and masonry repairs and a new drainage system from the Garland/DBS, Inc. of Cleveland, OH, through The U.S. Communities Government Purchasing Alliance; using Garland/DBS Inc. Master Intergovernmental Cooperative Purchasing Agreement (MICPA) # 14-5903 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to repair the current damage and prevent future damage to the buildings and the electrical and control systems housed in the Administrative Laboratory building.

I concur with this recommendation:

Eric Wobser

City Manager

Aaron M. Klein, P.E.

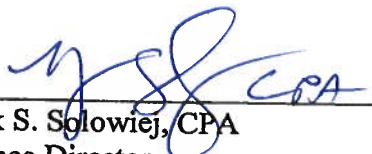
Director

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

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

In the matter of: WWTP Admin Building & Ferrous Chloride Building

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

9/27/19

Date



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225 Fax: (216)
883-2055



2019 Masonry Restoration Project

**Main & Electrical Buildings Sandusky
Wastewater Treatment Plant 304
Harrison St.
Sandusky Ohio 44870**

Date Submitted: 09/25/2019

→ **Proposal #: 25-OH-191007 R.1
MICPA # 14-5903**

*Inspection?
Warranty - 2yr workmanship
Material - 5-10yr 10yr*

3 weeks const.

Oct 7

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Masonry Restoration Main Building

1. Mechanically remove cracked or broken brick and reinstall new.
 - a. New brick and mortar to match existing in color and texture.
2. Miscellaneous tuck pointing to be done of all damaged mortar of 5/32 or greater.
3. Remove and reinstall 100% mortar in all limestone to limestone joints on the entire building.
 - a. Limestone to dissimilar materials (brick veneer/metal) to have a single component moisture curing sealant adhesive installed. Garland's Tuff Stuff MS sealant.
4. Remove and reinstall 100% mortar in all limestone top bands surrounding the entire perimeter of the building.
5. Mechanically grind open all lintel to brick detail on the building. To remove the scaling rust and eliminate built up pressure.
 - a. Install all new weep tubes.
 - b. Pressure points to have new joint sealant installed.
6. Upper Masonry Walls: Outside corner walls to have brick removed to access the open steel beam cavity to have high rise foam installed.
7. Upper Masonry Wall: Outside corner to be 100% tuck pointed 1' on each side.

8. Remove and reinstall new sealants at all windows, doors, louvers and all existing penetrations.
 - a. Garland's – Tuff Stuff MS sealant.
 - b. Includes obsolete doors with new masonry installed on the North Wall.
9. Pressure Wash the entire masonry surface including roof over hangs.
 - a. Utilize a cleaning/restoration concentrate such as the Dietrich 101 or equal.
10. Apply Garland Seal a Pore HP clear solvent based, silane, breathable water repellent sealant over all masonry areas.

Scope of Work: Masonry/Gutter Restoration Electrical Building

1. 100% percent tuck point the top stone band located above the window lentil.
2. Gutter located on the north wall to be power washed clean.
 - a. Each gutter seam located on the North Wall to be repaired.
3. Rubberized Urethane to be three coursed at each seam such as Garland's Trowel Grade Mastic.
4. Sealant surrounding the wall vent to be removed and replaced with new.
5. Tuck pointing to be done in this entire area located above the vent/window lentil areas.
6. Pressure wash the masonry veneer in this section only.
7. A clear solvent based, silane, water repellent sealant to be applied over all masonry areas.

Garland/DBS Price Based Upon Local Market Competition: Base Bid

Western Specialty Contractors	\$113,856
Great Lakes Concrete Construction	\$131,509
Atlas Masonry Restoration & Maintenance	\$166,075

Unforeseen Site Conditions: Western Specialty Contractors

Up to 250 Brick Removal & Replacement - Unit Cost per extra	\$57.00
Square Foot of Tuck Point - L.F. Cost per Extra	\$29.00

Scope of Work: Alternate Line Item: Add Through Wall Flashing (3 upper masonry walls)

1. Add through wall flashing on the walls identified on the upper masonry wall sections.
2. Remove bricks in a way to save as many existing bricks for to reuse as possible.
3. Remove all build-up of existing mortar behind the brick to provide a smooth, clean,
4. Fabricate and install new 24-gauge 304 stainless steel through wall receiver counter flashing extending from the face of the existing brick to the existing back up wall behind the brick. The new receiver counter flashing to have a minimum of $\frac{1}{2}$ " per foot slope to the outside of the brick and extend all the way to be touching the back-up wall. The back side of the receiver counter flashing shall extend a minimum of $\frac{3}{4}$ " up the back-up wall. Seal metal end lap seams.
5. New self-adhering membrane to be installed from a point 3" above the top of the new receiver counter flashing and extend all the way to the outside edge of the through wall counter-flashing receiver.
6. Self-adhering membrane to be terminated to the back-up wall utilizing a 1/8" thick extruded aluminum termination bar set in butyl tape and fastened at a minimum of 16" on center into the existing masonry.
7. Apply a heavy continuous bead of high-performance sealant along the top of the termination bar to provide a watertight seal.
8. Re-install all brick, match existing masonry and mortar as close as possible.
9. Fabricate and install new 24-guage counter flashing system to be installed in the new receiver. The new counter flashing shall be secured with 2" wide wind clips at 24" on center.

Garland/DBS Price Based Upon Local Market Competition: Alternate Wall Flashings

Great Lakes Concrete Restoration	\$	20,840
Western Specialty Contractors	\$	30,415
Atlas Masonry Restoration & Maintenance	\$	34,200

Garland/DBS Price Based Upon Local Market Competition: Alternate Window Sill Repair

Western Specialty Contractors	\$	1,055
Great Lakes Concrete Restoration	\$	2,280
Atlas Masonry Restoration & Maintenance	\$	5,700

Projects Combined: Garland/DBS Price Based Upon Local Market Competition

Western Specialty Contractors - W.Cleveland - 3weeks	\$	145,326
Great Lakes Concrete Restoration	\$	154,629
Atlas Masonry Restoration & Maintenance	\$	205,975

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. Proposal pricing valid 60 Days from date listed above.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at the number listed below.

Respectfully Submitted,

Joe Mullen

Joe Mullen
Garland/DBS, Inc.
(216) 430-3635
jmullen@garlandind.com

Masonry Restoration Specification Packet

**City of Sandusky Ohio Public Works
Sandusky Wastewater Treatment Facility
304 Harrison St.
Sandusky Ohio 44870**



Note:

**Site Meeting: Sandusky WWTP
304 Harrison St.
Sandusky Ohio 44870**

Friday September 13th 10:00am

Quotes Due: September 20th at 10:00am

**Garland DBS BIDS
dbsbids@garlandind.com**



City of
SANDUSKY, Ohio

TITLE : SITE PLAN – MAIN BUILDING

DATE : AUGUST 4TH 2019

CLIENT : CITY OF SANDUSKY OHIO

SITE LOCATION : MAIN BUILDING
304 HARRISON AVE.
SANDUSKY OHIO 44870

PROJECT DETAILS :

3 LOCATION OF PROPOSED WORK:

UPPER MASONRY RESTORE
THROUGH WALL FLASHING
REMAINING BUILDING MASONRY
RESTORE

POULOS & SCHMID REPRESENTATIVE: GREG SCHMID
419.625.0009
GREG@PSDG.US

GARLAND REPRESENTATIVE: STEVE WRONA
330.391.8942
SWRONA@GARLANDIND.COM





City of
SANDUSKY, Ohio

TITLE : SITE PLAN – ELECTRICAL BUILDING

DATE : AUGUST 4TH 2019

CLIENT : CITY OF SANDUSKY OHIO

SITE LOCATION : POWER BUILDING
304 HARRISON AVE.
SANDUSKY OHIO 44870

PROJECT DETAILS :

PROPOSED WORK:

OUTLINED AREAS ONLY
REPAIR MORTAR
REPAIR MORTAR
REMOVE/REPLACE BROKEN BRICK
REMOVE/REPLACE SEALANT
TUCK POINT AS NEEDED
PRESSURE WASH AND SEAL

POULOS & SCHMID REPRESENTATIVE: GREG SCHMID
419.625.0009
GREG@PSDG.US

GARLAND REPRESENTATIVE: STEVE WRONA
330.391.8942
SWRONA@GARLANDIND.COM



POULOS & SCHMID
DESIGN GROUP





THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

Poulos & Schmid Design Group

Sandusky Wastewater Treatment
304 Harrison Ave.
Sandusky Ohio 44870

Proposed Scope of Work: Masonry Restoration Main Building

- Mechanically remove cracked or broken brick and reinstall new.
 - New brick and mortar to match existing in color and texture.



- Miscellaneous tuck pointing to be done of all damaged mortar of 5/32 or greater.
- Remove and reinstall 100% mortar in all limestone to limestone joints on the entire building.
 - Limestone to dissimilar materials (brick veneer/metal) to have a single component moisture curing sealant adhesive installed. Garland's Tuff Stuff MS sealant.



- Remove and reinstall 100% mortar in all limestone top bands surrounding the entire perimeter of the building.



- Mechanically grind open all lintel to brick detail on the building. To remove the scaling rust and eliminate built up pressure.
 - Install all new weep tubes.
 - Pressure points to have new joint sealant installed.



- Upper Masonry Walls: Outside corner walls to have brick removed to access the open steel beam cavity to have high rise foam installed.
- Upper Masonry Wall: Outside corner to be 100% tuck pointed 1' on each side.



- Remove and reinstall new sealants at all windows, doors, louvers and all existing penetrations.
 - Garland's – Tuff Stuff MS sealant.
 - Includes obsolete doors with new masonry installed on the North Wall.



- Pressure Wash the entire masonry surface including roof over hangs.
 - Utilize a cleaning/restoration concentrate such as the Dietrich 101 or equal.
- Apply Garland Seal a Pore HP clear solvent based, silane, breathable water repellent sealant over all masonry areas.

Alternate Line Item: Add Through Wall Flashing (3 upper masonry walls)

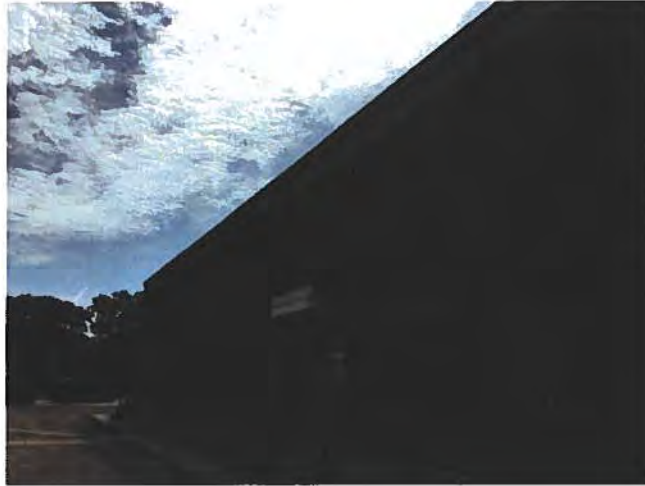
- Add through wall flashing on the walls identified on the upper masonry wall sections.
- Remove bricks in a way to save as many existing bricks for to reuse as possible.
- Remove all build-up of existing mortar behind the brick to provide a smooth, clean, suitable surface for the installation of new waterproofing membrane.
- Fabricate and install new 24-gauge 304 stainless steel through wall receiver counter flashing extending from the face of the existing brick to the existing back up wall behind the brick. The new receiver counter flashing to have a minimum of $\frac{1}{2}$ " per foot slope to the outside of the brick and extend all the way to be touching the back-up wall. The back side of the receiver counter flashing shall extend a minimum of $\frac{3}{4}$ " up the back-up wall. Seal metal end lap seams.
- New self-adhering membrane to be installed from a point 3" above the top of the new receiver counter flashing and extend all the way to the outside edge of the through wall counter-flashing receiver.
- Self-adhering membrane to be terminated to the back-up wall utilizing a $\frac{1}{8}$ " thick extruded aluminum termination bar set in butyl tape and fastened at a minimum of 16" on center into the existing masonry.
- Apply a heavy continuous bead of high-performance sealant along the top of the termination bar to provide a watertight seal.
- Re-install all brick, match existing masonry and mortar as close as possible.
- Fabricate and install new 24-gauge counter flashing system to be installed in the new receiver. The new counter flashing shall be secured with 2" wide wind clips at 24" on center.

Proposed Scope of Work:

Masonry/Gutter Restoration – Electrical Building - Specific Location Identified on the Site Map

- 100% percent tuck point the top stone band located above the window lintel.
- Gutter located on the north wall to be power washed clean.
 - Each gutter seam located on the North Wall to be repaired.

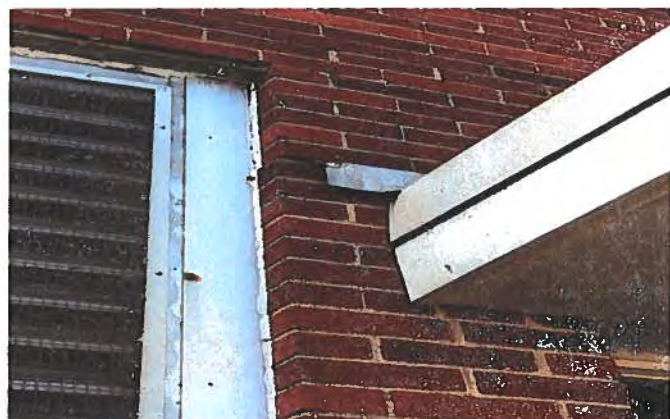
- Rubberized Urethane to be three coursed at each seam such as Garland's Trowel Grade Mastic.



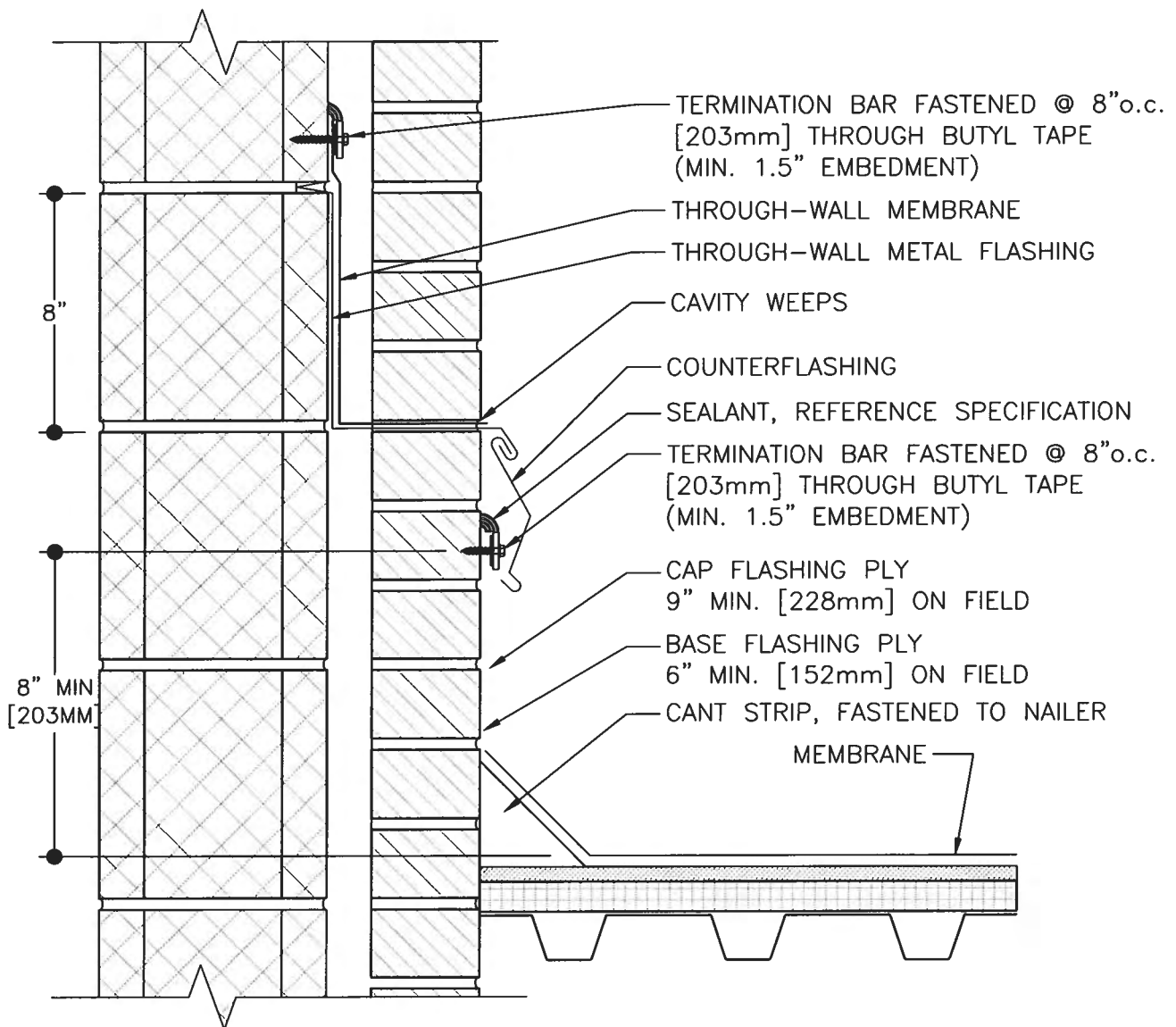
- Sealant surrounding the wall vent to be removed and replaced with new.



- Tuck pointing to be done in this entire area located above the vent/window lentil areas.



- Pressure wash the masonry veneer in this section only.
- A clear solvent based, silane, water repellent sealant to be applied over all masonry areas.



DRAWINGS ON 8 1/2" x 11" TITLE BLOCKS ARE NOT TO SCALE.

MASONRY WALL WITH THROUGH WALL FLASHING DETAIL



THE GARLAND COMPANY, INC.
GARLAND CANADA, INC.
THE GARLAND COMPANY UK, LTD

PROJECT: SANDUSKY WASTE WATER TREATMENT

CUSTOMER:

ARCHITECT: POULOS AND SCHMID

REPRESENTATIVE: STEVE WRONA

DATE:

SHT:

OF

Quotation Form

SUBMITTED TO:

DBS BIDS

dbsbids@garlandind.com

Bids Due:

September 20th at 10:00am

Project:

Sandusky Waste Water Treatment

I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

- Reference construction specifications.
- Reference scope of work.
- Site Map (2)
 - Contractors responsible for measurements.

Base Bid: Main & Electrical Building

\$ _____

Alternate: Through Wall Flashing

\$ _____

SIGNATURE:

TITLE:

BUSINESS NAME:

CONTRACTOR ADDRESS:

DATE:

Seal-A-Pore™ HP



OVERVIEW & FEATURES

Seal-A-Pore HP is a solvent-based silane, penetrating sealer designed to damp-proof above grade masonry surfaces. Seal-A-Pore HP is a transparent, colorless, thin liquid. It bars water from exterior masonry (above grade) surfaces without changing the texture of the surface on which it is applied.

Protects Masonry Surfaces - Seal-A-Pore HP penetrates deeply into the masonry surfaces to keep water, dirt, and grime out of masonry pores. It protects mortar joints thereby minimizing damage caused by expansion and contraction. Seal-A-Pore HP forms a water repellent surface that will last for years.

Protects Interior Wall Surfaces - Seal-A-Pore HP eliminates moisture penetration from exterior, above grade masonry surfaces. It prevents peeling and flaking of interior finishes.

Improves and Preserves Building Appearance - Seal-A-Pore HP is a clear colorless liquid that does not change masonry appearance. It is self-cleaning; dirt and grime wash off during rainstorms. Seal-A-Pore HP minimizes masonry staining, flaking and temporary discoloration caused by absorbed moisture.

Easy Application - Seal-A-Pore HP is a non-etching sealer that will not harm most uncoated glass or metal frames and leaves no residue to clean. This will save time on your project eliminating the need to mask off uncoated windows or metal frames. Allowing your job to be completed sooner and with less clean up.

APPLICATION

All surfaces to be treated must be free of all dirt, excess mortar, loose particles and all foreign materials. Remove salt deposits from previous efflorescence by washing with diluted muriatic acid and flush with water. Grease and oil stains must be removed using high strength detergents or cleaning solvents. Rinse with water. Repoint all joints with loose mortar or where mortar is missing. Repair all hair line cracks or larger cracks and holes. Allow new masonry walls to cure at least 2 to 3 weeks before applying Seal-A-Pore HP.

Apply Seal-A-Pore HP with a wide brush or spray until the surface appears shining wet. When using a brush for application, just dab or splash the material on. Seal-A-Pore HP is a thin coating and does not brush out like paint. When spraying, use a nozzle with a coarse, round tip to obtain a generous rather than a fine, misty spray.

Technical Data	Seal-A-Pore HP
Percent Resin Solids	Typical 35-45%
Density @ 77°F (25°C)	Typical 6.7 lbs./gal. (0.80 g/cm ³)
Flash Point (ASTM D 93)	-4°F (-20°C)
Dry Time	2 to 4 hrs
Color	Clear
Shelf Life	1 year
Coverage Depending on porosity	100 - 250 sq. ft. per gallon (2.5 - 6.1 m ² /l)
Packaging	5 gallon pail (18.9 l)

Eco-Facts	Seal-A-Pore HP
VOC	< 250 gal./l

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.

For more information, visit us at www.garlandco.com

The Garland Company, Inc.

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Toll Free: 0800 328 5560 (Only in UK)

Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. $\pm 10\%$ variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or the home office for more information.

Seal-A-Pore is a registered trademark of The Garland Company, Inc.

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SAP 0917

Tuff-Stuff® MS

One-Part Elastomeric Adhesive Sealant



OVERVIEW & FEATURES

Tuff-Stuff MS is a moisture-curing, single-component, non-sag, adhesive sealant that contains no solvents. When cured, Tuff-Stuff MS offers the performance of a two-part sealant with the ease of installation associated with a one-part. It is designed to maintain an effective bond and seal between materials of similar and dissimilar surfaces, porosities and coefficients of expansion. Tuff-Stuff MS is designed for use in reglets, precast panels, tilt-up walls, metal curtain walls, copings, window and door perimeters, panel bedding and glazing details.

Environmentally Friendly - Due to its modified silane chemistry, Tuff-Stuff MS is a low-odor product which makes it useful in VOC sensitive areas like hospitals, schools, and food production plants. Tuff-Stuff MS does not use solvents or isocyanates and only contains 19 grams of VOC's per liter.

Extended Life for High Movement - Tuff-Stuff MS high solid content optimizes minimal shrinking unlike heavily solvent based products that will shrink when exposed to UV as the solvent flashes out enabling high flexibility and long-term performance.

User Friendly/Saves Money - Tuff-Stuff MS can be applied with a normal caulking gun, industrial type, and wet or dry tooled into a joint making it easy for in-house maintenance use.

Cures Quickly - Tuff-Stuff MS utilizes a moisture assisted cure type chemistry that enables a fast skin time and is paintable within 3 days of install depending on the sealed joints overall dimensions.

APPLICATION

Surface Preparation - Joint surfaces and backer rod must be dry and free of all contaminants such as oil, grease, wax, dust, corrosion, tar, asphalt, loose aggregate, frost, form-release agents, decorative and protective coatings. Precast panels using form release agents other than polyethylene film must be sandblasted or mechanically abraded and blown or brushed dust free. Glass, metal and other nonporous surfaces must be free of any coatings and wiped clean with solvent.

Priming - Never a substitute for proper surface preparation, priming is not required on glass or anodized aluminum and usually not necessary on other common building materials. However, varieties of brick, natural stone, plastics, paints, EIFS, coatings and other treatments of surfaces often present difficult substrates at which to adhere. Due to the number and unpredictable nature of these substrates, a field test is recommended to determine the adhesion of Tuff-Stuff MS. Because architectural stones such as marble and granite vary considerably in porosity, some bleeding of the sealant into the substrate is a possibility. A field test to confirm this possibility is recommended.

Joint Backing - Backer rods control the depth of the sealant and allow it to be applied under pressure. Use a size that will compress 25%. Open-cell polyurethane or reticulated (soft) polyethylene rod is recommended. Closed-cell polyethylene may be used but care must

be taken not to puncture the rod, which can cause outgassing or bubbling/blistering in the sealant. In joints too shallow for backer rod, use a polyethylene bond-breaker tape to prevent three-sided adhesion.

Joints should be masked to ensure a neat appearance. Sealant should be applied in a continuous operation using sufficient pressure to fill the joint and make complete contact to the joint sides. Tool the sealant slightly concave using dry-tooling techniques. Do not tool with soap or detergent and water solutions.

Joint Design - The width of the joint should be a minimum of four (4) times the anticipated movement. The width or depth of the joint should not be less than 1/4 in. (6 mm). In joints up to 3/8 in. (9 mm) wide, the depth of the sealant should be equal to the width. In joints wider than 3/8 in. (9mm), but not exceeding 1-1/4 in. (31 mm), the depth should be maintained at 3/8 in. (9 mm). For joints wider than 1-1/4 in. (31 mm), please consult Garland's Technical Services Department.

Movement Capability - 25% Extension - 25% Compression. Joint sealants do not change volume with expansion or compression, only shape; the greater the change in shape, the greater the stress on the sealant.

Tool Time (Initial Skin) - 1-2 hours at 77°F (25°C); 50% relative humidity. Higher temperatures and/or humidity will shorten this time.

Cleaning - Use mineral spirits to remove excess sealant before it cures and to clean equipment.

Storage Life - One-part MS polymer is extremely moisture and heat sensitive. Tuff-Stuff MS has a warranted shelf life of nine (9) months from the factory shipping date when stored in original unopened cartridges at conditions not exceeding 80°F (27°C), 50% relative humidity. Consistently higher temperatures and/or humidity will shorten the shelf life and valid warranty.

PRECAUTIONS

Tuff-Stuff MS should not be used:

- As a cap, heel or toe bead in certain glazing installations with highperformance glass or plastic
- In joints less than 1/4 in. (6 mm) in depth
- In joints where contact may be made with polysulfide sealants
- In areas exposed to harsh chemicals
- On certain architectural paints and finishes without laboratory or field testing
- In horizontal joints subject to vehicular traffic unless protected by a wearing surface or cap pass of sealant.

Tuff-Stuff® MS

Technical Data	Tuff-Stuff MS
Bond Durability-Class 25 (ASTM C 920)	Passes
Hardness, Shore A (ASTM C 920, 15-50)	25-35
Service Temperature Range	-50°F to 300°F (-45°C to 148°C)
Stain and Color Change (ASTM C 920)	Passes
Tack Free Time @ 77°F (25°C); 50% RH (ASTM C 679)	Less than 1 hr.
Tensile Strength (ASTM D 412)	225 psi
Elongation (ASTM D 412)	450-550%
Weep and Sag max 3/16 in. (4 mm) (ASTM C 920)	Passes
VOC	19 g/L
Colors	Refer to color chart

Technical Data	Tuff-Stuff MS
Coverage Joints Size Depth x Width 3/8 in. x 1/4 in. (.95 cm x .63 cm) 3/8 in. x 1/2 in. (.95 cm x 1.27 cm) 3/8 in. x 5/8 in. (.95 cm x 1.60 cm) 3/8 in. x 3/4 in. (.95 cm x 1.90 cm) 3/8 in. x 7/8 in. (.95 cm x 2.24 cm) 3/8 in. x 1 in. (.95 cm x 2.54 cm) 3/8 in. x 1 1/4 in. (.95 cm x 3.175 cm)	Lineal ft. (m) per 10.1 oz. 16.2 ft. (4.93 m) 8.0 ft. (2.43 m) 6.4 ft. (1.94 m) 5.4 ft. (1.64 m) 4.6 ft. (1.40 m) 4.0 ft. (1.22 m) 3.2 ft. (.97 m)
Shelf Life	9 months
Packaging	10.3 oz. (305 ml) cartridges 24 cartridges per case

For specific recommendations and coverage rates, please contact your local Garland Representative or Garland Technical Service Department.

For more information, visit us at: www.garlandco.com

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Tests verified by independent laboratories. Actual roof performance specifications will vary depending on test speed and temperature. Data reflects samples randomly collected. A ± 10% variation may be experienced. The above data supersedes all previously published information. Consult your local Garland Representative or Garland Corporate Office for more information.

Garland Greenhouse and Tuff-Stuff are trademarks of The Garland Company, Inc.

CPR™ Seam Sealers

CPR Seam Sealer BG • CPR Seam Sealer TG



OVERVIEW & FEATURES

CPR Seam Sealer is a synthetic liquid rubber, brush grade (BG) or trowel grade (TG) mastic that was specifically designed for application to metal roofs, walls, and problem areas such as gutters, expansion joints, etc. CPR Seam Sealer can be easily applied over sloped, contoured surfaces and will provide long lasting protection. It cures to a monolithic rubbery membrane with high tensile strength and the ability to elongate and recover.

For areas that experience high movement, use either CPR Seam Sealer in combination with Grip Polyester™ Soft for long lasting protection.

Durable - CPR Seam Sealer has exceptional resistance to UV damage and deterioration due to weathering.

Versatile - CPR Seam Sealer can contour to irregular shapes and surfaces.

Stable & Resilient - The CPR system forms a rubber-like monolithic membrane over the entire surface. It is elastic regardless of the temperature and will expand and contract with the movement of the substrate.

Contractor Friendly - The CPR Seam Sealers are formulated for easy application allowing these products to conform better to irregular surfaces greatly reducing the application time for the contractor.

SURFACE PREPARATION

All surfaces to be coated must be clean, dry and free from dust, dirt and all foreign matter. The substrate must be moisture free. On previously coated surfaces, the old coating must have firm adhesion to the substrate and be unaffected by the new coating. Unless these conditions are met, the old coating must be removed. Tests should also be done on a bleed through as in the case of bituminous roofing.

APPLICATION

CPR Seam Sealer BG - All cracks and seams more than 1/64" wide and less than 1/8" wide must be filled and sealed with CPR Seam Sealer BG.

Apply at a minimum of 0.67 gal/100 sq. ft. in one coat to provide full protection to the surface.

For long-lasting protection, Grip Polyester Soft can be incorporated with the coating or when applicable may be utilized as a reinforcement and underlayment to the CPR Seam Sealer BG. CPR Seam Sealer BG may be applied with a paint brush or heavy nap roller. The coating should be allowed to dry 24 hours before applying the CPR Base Coat.

CPR Seam Sealer TG - Openings and joints wider than 1/8" wide should be covered with Grip Polyester Soft before using CPR Seam Sealer TG.

Apply at 1 gal./14 in. ft. at 8" wide pass at 1/4" thick.

CPR Seam Sealer TG is typically applied by trowel or caulking gun. It is applied as easy as any plastic cement, but cures after application to provide a monolithic rubber-like seal.

PRECAUTIONS

- Do not apply when the ambient temperature is below 40°F (5°C) or above 95°F (35°C)
- Do not apply when the surface temperature is above 140°F (60°C)
- Do not use on roof areas subject to ponding water
- Do not apply when rain is expected within 12 hours
- Do not allow the product to freeze
- Store material in dry protected areas and on a clean, raised platform
- Do not apply over silicone coatings

CPR Seam Sealers

Technical Data	CPR Seam Sealer BG	CPR Seam Sealer TG
Flash Point (ASTM D 93)	105°F (40.6°C)	105°F (40.6°C)
Viscosity (ASTM D 2196)	140 KU	400,000-600,000 cP
Non-Volatile (ASTM D 1644)	75%	60%
Density @ 77°F (25°C) (ASTM D 1475)	9.12 lbs./gal. (1.09 kg/L)	8.9 lbs./gal. (1.06 kg/L)
Dry Time @ 70° F (21.1°C)/50% RH		
To Touch	2-3 hours	24 hours
Throughout	3 days	4 days
Elongation (ASTM D 412)	200% min.	400% min.
Tensile Strength (ASTM D 412)	200 psi	600 psi
Water Vapor Permeability (ASTM E 96)	0.2 perms	0.15 perms
Shelf Life	1 year	1 year
Coverage	0.67 gal./sq. (0.27 l/m ²)	1 gal./14 in. ft. @ 8" wide x 1/4" thick
Color	Gray	Gray
Packaging	5 gallon pail (18.9 L)	5 gallon pail (18.9 L)

Eco-Facts	BG	TG
VOC	<420 g/L	<300 g/L

For specific application recommendations, please contact your local Garland Representative or Garland Technical Service Department.

Please refer to the product information, Material Safety Data Sheet, and labeling for the potential risks and benefits. Exposure to this product may cause skin and respiratory tract irritation; prolonged skin exposure may result in skin cancer; inhalation of vapors may cause central nervous system effects and long term exposure has been associated with kidney, bladder, scrotum and lung cancer.



For more information, visit us at: www.garlandco.com

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CPR and Grip Polyester are trademarks of The Garland Company, Inc.

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CPR SS BG 1016





City of Sandusky Ohio

Sandusky Wastewater Treatment Plant
304 Harrison St.
Sandusky Ohio 44870

Masonry Restoration Project

09-13-19

RE: Bid Meeting Questions, Notes and Updates

Addendum #1:

As per the conversation in the pre bid meeting that was held on September 13th 2019, the following topics below were addressed, changed and or further comments were made. Should anyone have questions per these changes, please feel free to contact Steve Wrona – 330.391.8942 or at swrona@garlandind.com.

1. All Stone to Stone joints to have sealant applied not mortar.



2. Horizontal Concrete floor (ground) to Vertical wall joint addressed is part of the scope of work. Sealant applied in joints not mortar.



3. All windows inside stone (aluminum to stone) sealant removed and replaced with new.

4. Obsolete doors on the north side sealant to be removed and replaced with new on all 3 sides. 4 locations on the Northeast lower wall.

5. Install new vent screens where needed (2).



6. Through wall flashing detail change.
 - a. Eliminate the termination bar install over new membrane.
 - b. Self-Adhering – peel and stick applied over the metal followed by a continuous bead of sealant overtop.

7. Outside Corners upper roof area (2).
 - a. Still adding high rise, expanding foam to both corners.
 - i. Remove brick in three to four locations on the corners from bottom to top and install foam.
 - b. Add webbing/flashing inside the I Beam at the base of the outside corners above the roof flashing termination bar.



8. Upper Roof only – window to window lentil.
a. Grind existing mortar line/pressure point
b. Install new sealant.



9. Upper Roof windows. Install end dam on the outside of the lentils where the existing flashing ends. Tie in with new sealant.



10. Upper Roof Area (3 walls) - old roof line (existing sealant) removed and replaced with mortar.



11. Upper Roof – 3 windows located on the north side. Patch damaged sills to match existing. Add stainless steel sticker below. Product to be used for patch material – Sika VOH.
- a. Separate line item for this will be added to the bid form.



12. Upper Roof Area – North side wall has 4 holes. Do not remove, apply sealant over to match mortar.



13. Penetrations with deficiencies, holes or damage. Apply new sealant where needed.



14. Electrical building: Area to wash and apply new water repellent

- a. 5' to the left of the vent
- b. 5' to the right of the door.
- c. Vent screen in picture not to be replaced.

15. Man door to have sealant removed and replaced with new.



16. All new sealant applied on the project to be the same material.

17. Bid Form updated – separate attachment.

- a. Quantify amount of brick to be removed and replaced with new.
 - i. Up to 250 brick
 - ii. Line item for additional brick over that amount.

- b. Quantify amount of square foot of tuck pointing.
 - i. West elevation – 200 square feet.
 - ii. North elevation – 50 square feet.
 - iii. West elevation – 50 square feet
 - iv. East elevation – 50 square feet

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR BRICK SIDING AND MASONRY REPAIR WORK AT THE ADMINISTRATIVE LABORATORY AND FERROUS CHLORIDE BUILDINGS AT THE WASTE WATER TREATMENT PLANT (WWTP) BY GARTLAND/DBS, INC. OF CLEVELAND, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as a member of U.S. Communities Government Purchasing Alliance, a subsidiary of OMNIA Partners, is a participating public agency which allows the City to purchase products and services that have been competitively bid and made available by the lead public agency (Cobb County Board of Commissioners, Georgia) who has entered into Master Purchase Agreements with various suppliers; and

WHEREAS, the brick siding and masonry repair work for the Administrative Laboratory and Ferrous Chloride Buildings at the WWTP is available from Gartland/DBS, Inc. through the U.S. Communities Governmental Purchasing Alliance, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful vendor giving the City the benefit of the negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, in 2017 and 2018, the City had several roof surfaces replaced at the Wastewater Treatment Plant, including the Administrative Laboratory and Ferrous Chloride buildings, but despite the repairs, there is still water intruding into the buildings, and earlier this year, a report commissioned by the City and developed by Poulos and Schmid Design Group revealed multiple entry-points for water along both of these buildings; and

WHEREAS, this project involves services to tuck-point areas of eroding and failing mortar in the brick façade of both buildings, replacing caulk in areas where it has weathered and degraded allowing water to intrude into the inner walls causing damage to the break room area of the building, and includes repairs to the lentils surrounding doors and windows around both buildings; and

WHEREAS, the total cost for the repair work is \$174,391.20, which includes materials, delivery, installation, warranties and contingencies, and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to order to repair the current damage and prevent future damage to the buildings and the electrical and control systems housed in the Administrative Laboratory building; and

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

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

Section 1. The City Manager and/or Finance Director is authorized and directed to expend funds for brick siding and masonry repair work at the Administrative Laboratory and Ferrous Chloride Buildings at the Waste Water Treatment Plant (WWTP) through the U.S. Communities Governmental Purchasing Alliance, by Garland/DBS, Inc., MICPA # 14-5903, at an amount **not to exceed** One Hundred Seventy Four Thousand three Hundred Ninety One and 20/100 Dollars (\$174,391.20) consistent with the proposal submitted by Garland/DBS, Inc. of Cleveland, Ohio, currently on file in the office of the Director of Public Works.

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

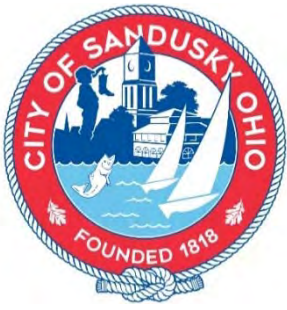
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

ATTEST: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Joshua Snyder, P.E.

Date: October 1, 2019

Subject: **Commission Agenda Item – Award Buchanan Street Reconstruction Project from Hayes Ave to Campbell St to D.L. Smith Concrete, LLC of Norwalk, Ohio.**

ITEM FOR CONSIDERATION: Legislation awarding a contract to D.L. Smith Concrete, LLC of Norwalk, Ohio for the Buchanan Street Reconstruction & Resurfacing Project.

BACKGROUND INFORMATION: The Buchanan Street project consists of the segment between Hayes Ave and Thomas St being reconstructed with full-depth asphalt pavement and new curbs and gutters. The portion between Thomas St and Campbell St will have the worst sections replaced, the concrete surface milled to level it out, cracks sealed, then overlaid with three inches of asphalt and a geotextile fabric. Sidewalk replacement along both segments, that are out of specification will be replaced.

The following bids were received on Monday, September 30, 2019 at a formal public bid opening:

Erie Blacktop, Inc.	Bid	\$ 396,628.11
Sandusky, Ohio	Alternate A	\$38,479.20 (sidewalks)
100% Bid Bond		
D.L. Smith Concrete, LLC	Bid	\$383,772.61
Norwalk, Ohio	Alternate A	\$23,448.00 (sidewalks)

The engineer's estimates for the base bid was \$370,767.33 and Alternate Bid A was \$23,904.00
The contractual schedule for completion of construction is July 31, 2020.

BUDGETARY INFORMATION: The estimated cost of the project based on the base bid and alternate bid including legal advertisement, and recording fee is \$407,424.61 and will be paid \$175,000 OPWC and \$232,424.61 of Issue 8 Infrastructure Funds from the Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared to award a contract to D.L. Smith Concrete, LLC of Norwalk, Ohio for the Buchanan Street Reconstruction Project in an amount not to exceed \$407,220.61 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to complete the project prior to the construction completion deadline of July 31, 2020.

I concur with this recommendation:

Eric Wobser, City Manager

Aaron M. 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: Buchanan St Reconstruction Project

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

Hank S. Solowiej
Hank S. Solowiej, CPA
Finance Director

10/1/19
Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH D.L. SMITH CONCRETE, LLC, OF NORWALK, OHIO, FOR THE BUCHANAN STREET RECONSTRUCTION PROJECT - HAYES AVENUE TO CAMPBELL STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street involves the reconstruction of Buchanan Street between Hayes Avenue and Thomas Street with full-depth asphalt pavement and new curbs and gutters and the worst sections between Thomas Street and Campbell Street will be replaced, the concrete surface milled to level out, cracks sealed, and overlaid with three (3) inches of asphalt and a geotextile fabric and additionally, the sidewalks along both segments of Buchanan Street that are out of specification will be replaced; and

WHEREAS, this City Commission authorized the submission of an application and to enter into a Project Agreement with the Ohio Public Works Commission (OPWC) to participate in the Ohio Public Works Commission’s State Capital Improvement and/or Local Transportation Improvement Programs authorized by Chapter 164 (Aid to Local Government Improvements) of the Ohio Revised Code for the for the Buchanan Street Reconstruction Project – Hayes Avenue to Campbell Street by Resolution No. 033-18R, passed on August 27, 2018, and subsequently the City was awarded funds in the amount of \$175,000.00; and

WHEREAS, this City Commission declared the necessity to proceed with the proposed Buchanan Street Reconstruction Project - Hayes Avenue to Campbell Street by Resolution No. 036-19R, passed on September 9, 2019; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from D.L. Smith Concrete, LLC, of Norwalk, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total estimated cost of this project based on bids and alternate bids, including advertising and miscellaneous expenses is \$407,424.61 of which \$175,000.00 will be paid with OPWC funds and \$232,424.61 will be paid with Issue 8 Infrastructure Funds from the Capital Projects Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the contractor to complete the project prior to the construction completion deadline of July 31, 2020; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with D.L. Smith Concrete, LLC, of Norwalk, Ohio, for the Buchanan Street Reconstruction Project - Hayes Avenue to Campbell Street in an amount **not to exceed** Four Hundred Seven Thousand Two Hundred Twenty and 61/100 Dollars (\$407,220.61) consistent with the bid submitted by D.L. Smith Concrete, LLC, of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

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

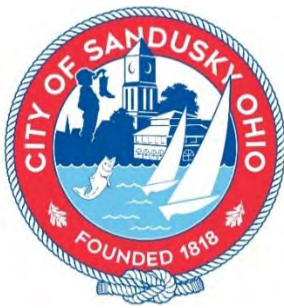
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

ATTEST: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: October 1, 2019

Subject: **Commission Agenda Item – Purchase Valve-Turning Equipment for Water Distribution Truck**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) valve-turning equipment—TM7 Heavy Duty Hydraulic Drive VITALS Ready Truck Mounted Valve Exerciser with Wachs Patented Automation Computer Control—and accessories from Bain Enterprises, LLC, of Stow, Ohio, for the Division of Water Distribution.

BACKGROUND INFORMATION: On June 10, 2019, via Ordinance 19-106, City Commission approved the purchase of a 2019 Ford F350 4x4 regular cab & chassis truck for the valve-turning program.

Mainline valves throughout the water distribution system are required to be regularly operated to ensure they remain effective during an emergency situation. This will also ensure that all valves are in good operating position. To implement this program, staff has been reviewing existing equipment and their ability to accommodate the additional machines required to turn the valve shafts. The TM7 is compatible with our current GIS asset management mapping system and will have the capability to collect data that can be downloaded directly into the system.

The City's other operational valve-turning equipment is a Wachs TM6 so parts and accessories for both machines will be interchangeable for versatile, efficient operation. Additionally, Bain Enterprises, LLC, provides local support services, guaranteeing that a service technician will be available immediately to provide troubleshooting expertise and replacement parts if the equipment malfunctions during an emergency situation, such as a water main break. Without this service, repairs of the equipment could be delayed, therefore negatively impacting water distribution services.

The City then issued an RFP on September 12, 2019, requesting proposals be submitted for Valve-Turning Equipment to outfit the new truck. Only one (1) proposal was received on Monday, September 30, 2019, and evaluated by a selection committee who determined the proposal from Bain Enterprises, LLC, of Stow, Ohio, was the lowest and best, by meeting all criteria spelled out in the RFP.

BUDGETARY INFORMATION: The total cost of the valve-turning equipment and accessories is \$24,825.20 and will be paid from Water funds which were budgeted in the Capital Improvement Plan and accounted for in the 2019 rate review.

ACTION REQUESTED: It is requested that the proper legislation be prepared and approval be granted to purchase valve-turning machine—TM7 Heavy Duty Hydraulic Drive VITALS Ready Truck Mounted Valve Exerciser with Wachs Patented Automation Computer Control—and accessories from Bain Enterprises, LLC, of Stow, Ohio, in an amount not to exceed \$24,825.20. It is further requested that the legislation is to be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order for the valve-turning equipment to be ordered and received this year so the Division of Water Distribution can begin using the machine at the earliest opportunity and incorporate their work into the asset management system.

I concur with this recommendation:

Eric Wobser, City Manager

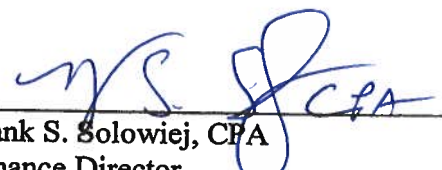
Aaron Klein, P.E., Director

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: Valve-Turning Equipment

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

10 2 19
Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS FOR THE PURCHASE OF VALVE-TURNING EQUIPMENT AND ACCESSORIES FROM BAIN ENTERPRISES, LLC, OF STOW, OHIO, FOR THE DIVISION OF WATER DISTRIBUTION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved the purchase of a 2019 Ford F350 4X4 regular cab & chassis truck from Middletown Ford of Middletown, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program for the Water Distribution Division to be used for the Valve Turning Program by Ordinance No. 19-106, passed on June 10, 2019; and

WHEREAS, a Request for Proposals (RFP) was issued for Valve-Turning Equipment for a Ford F350 4X4 Regular Cab & Chassis Truck for the Water Distribution Division on September 12, 2019, in which one (1) proposal was received and evaluated by a selection committee and based upon the Proposer's equipment, delivery time, proposal and qualifications, it was determined the proposal from Bain Enterprises, LLC, of Stow, Ohio, was the lowest and best; and

WHEREAS, this new TM7 Heavy Duty Hydraulic Drive VITALS Ready Truck Mounted Valve Exerciser with Wachs Patented Automation Computer Control and accessories will be used for the Valve Turning Program, which is mandated by the Ohio EPA and ensures mainline valves throughout the distribution system are regularly operated and remain effective during an emergency situation, and the TM7 is compatible with the City's current GIS asset management mapping system and will have the capability to collect data that can be downloaded directly into the GIS system; and

WHEREAS, the total cost for the purchase of the valve-turning equipment and accessories is \$24,825.20 and will be paid with Water Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the equipment to be ordered and received this year so the Division of Water Distribution can begin using the equipment at the earliest opportunity and incorporate their work into the City's GIS system; and

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

the purchase of a TM7 Heavy Duty Hydraulic Drive VITALS Ready Truck Mounted Valve Exerciser with Wachs Patented Automation Computer Control and accessories to be used by the Division of Water of Distribution for the Valve Turning Program from Bain Enterprises, LLC, of Stow, Ohio, at an amount **not to exceed** Twenty Four Thousand Eight Hundred Twenty Five and 20/100 Dollars (\$24,825.20).

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

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

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

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

ATTEST: _____
PAIGE L. DOSTER
ACTING CLERK OF THE CITY COMMISSION

Passed: October 14, 2019