



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
DECEMBER 20, 2019 AT 3:30 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Naomi Twine
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	D. Waddington, G. Lockhart, N. Lloyd, D. Murray, N. Twine, W. Poole & D. Brady
APPROVAL OF MINUTES	December 9, 2019
AUDIENCE PARTICIPATION	
SWEARING IN/ OATH OF OFFICE	Commissioners Wes Poole and Dave Waddington & Commissioners-Elect Blake Harris and Mike Meinzer
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

SECOND READING

A. Submitted by Ariella Blanca, Community Development Manager

AMENDED PROGRAM AGREEMENT WITH THE OHIO HISTORIC PRESERVATION OFFICE

Budgetary Information: There is no budgetary impact on the city's general fund.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amended Programmatic agreement for coordination between the city and the Ohio Historic Preservation Office for administration of programs using U.S. Department of Housing & Urban Development allocated funds.

B. Submitted by Nicole DeFreitas, Transit Administrator

SECOND AMENDMENT TO AGREEMENT WITH FIRST TRANSIT FOR THE SANDUSKY TRANSIT SYSTEM

Budgetary Information: The expansion of fixed route service is made possible because STS was awarded increased funding through the ODOT 5311, 5339 and OTP2 2020 grant awards, contract revenue, passenger fares and the city's general fund. The total cost of services is not to exceed \$600,000.00 for January 13, 2020 through March 31, 2020. Should the contract be renewed for the two one-year renewals, then the rates would be as follows:

<i>April 1, 2020 through March 31, 2021</i>	<i>\$2,505,689.00</i>
<i>April 1, 2021 through March 31, 2022</i>	<i>\$2,591,395.00</i>

Contract rates increase from current contract:

<i>January 13, 2020 through March 31, 2020</i>	<i>\$152,222.00</i>
<i>April 1, 2020 through March 31, 2021</i>	<i>\$663,187.00</i>
<i>April 1, 2021 through March 31, 2022</i>	<i>\$695,052.00</i>

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a second amendment to the transportation services agreement between the City of Sandusky and First Transit, Inc., of Cincinnati, Ohio, in relation to the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Scott Thom, Chief Building Official

CONSULTING CONTRACT WITH ROBERT STADLER FOR ALTERNATE MASTER PLANS EXAMINER & ALTERNATE BUILDING OFFICIAL SERVICES

Budgetary Information: Mr. Stadler will be paid at the rate of \$55 per hour for work performed up to a maximum of \$7,500. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty day notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with Robert G. Stadler for CY 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Scott Thom, Chief Building Official

CONSULTING CONTRACT WITH GEORGE POULOS FOR PRIMARY ALTERNATE PLANS EXAMINER & BACKUP BUILDING OFFICIAL SERVICES

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty day notice to the other party.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with George J. Poulos for CY 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Kelly Kresser, Commission Clerk

LIQUOR PERMIT TRANSFER FOR LONZ WINERY DBA FIRELANDS WINERY

Budgetary Information: There is no budgetary impact for this item.

The City is in receipt of a Notice to Legislative Authority from the Ohio Division of Liquor Control for (stock) transfers of A1A (manufacturer of beer – producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders), A2 (Manufacturer of wine), B2A (Sale of wine to retail permit holder), D6 (Sale of intoxicating liquor on Sunday between the hours of 10 a.m. or 11 a.m. and midnight) and S (Sale of wine to personal consumer via mail order) liquor permits for Lonz Winery, Inc. dba Firelands Winery located at 917 Bardshar Road. It is requested the Commission Clerk be authorized to notify the Division the city does not request a hearing on this matter.

REGULAR AGENDA ITEMS

ITEM #1 – Submitted by Todd Gibson, Properties & Facilities Superintendent

CONTRACT WITH PROGRESSIVE CLEANING SOLUTIONS FOR CLEANING SERVICES AT CITY HALL

Budgetary Information: The total cost of the contract for years 2020 – 2021 is \$63,314.40. The cost of the cleaning services will be paid with general funds which have been budgeted for in the contractual services portion of the Building Maintenance operational and maintenance budget.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a two year agreement with Progressive Cleaning Solutions, Inc., of Sandusky, Ohio, for cleaning services at City Hall, 240 Columbus Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Matt Lasko, Chief Development Officer

AGREEMENT WITH SANDUSKY COMMUNITY IMPROVEMENT CORPORATION

Budgetary Information: There is no specific budgetary impact with this piece of legislation; however, the city will ultimately be responsible for providing \$2,250,000 from the issuance of bonds in early 2020 through follow-up legislation.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the execution of an agreement with the Sandusky Community Improvement Corporation as the agency of the City of Sandusky, Ohio, for industrial, commercial, distribution and research development and authorizing and confirming a plan for such development, and declaring an emergency.

ITEM #3 - Submitted by Sally Martin, Interim Finance Director

FINAL BUDGET APPROPRIATIONS FOR CY 2019

Budgetary Information: This action will cover anticipated expenditures through December 31, 2019. The agenda deadline occurs before the final payroll costs can be determined. The amendment needs to cover final payroll and other projected costs through December 31, 2019.

THIS ORDINANCE WILL BE AVAILABLE AT THE MEETING.

ITEM #4 - Submitted by Sally Martin, Interim Finance Director

TEMPORARY APPROPRIATIONS FOR JANUARY, FEBRUARY & MARCH, 2020

Budgetary Information: This action will establish a budget for operations until the annual appropriations can be approved after the second Monday in January, 2020. The city charter prohibits the city from enacting the 2020 budget before January 13, 2020.

ORDINANCE NO. _____: It is requested an ordinance be passed making temporary appropriations for the months of January, February and March, 2020, and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 – Submitted by Sally Martin, Interim Finance Director

TRANSFER OF FUNDS FOR PAYROLL STABILIZATION FUND

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

THIS ORDINANCE WILL BE AVAILABLE AT THE MEETING.

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, December 23 at 8:30 p.m.

Tuesday, December 24 at 5 p.m.

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

Online:

www.ci.sandusky.oh.us – Click “Play” 



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5847
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Arielle Blanca, Community Development Manager

Date: November 26, 2019

Subject: Commission Agenda Item – Authorization for the City Manager to enter into an Amended Programmatic Agreement (PA) with the Ohio State Historic Preservation Office

Item for Consideration: Legislation authorizing the City Manager to enter into an amended Programmatic Agreement (PA) for Coordination between the City of Sandusky and the Ohio State Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized under 24 CFR Part 58.

Background Information: The current PA is set to expire on December 31, 2019, but the City has been granted an extension of its terms until February 1, 2020, in order to allow for completion of the necessary notifications and local approvals. The State is currently undergoing amendments and extensions of programmatic agreements with entities throughout the state. The amended PA will replace the existing agreement in whole and extend the new expiration date to December 31, 2024. This agreement will allow the City to continue to streamline compliance with Section 106 of the National Historic Preservation Act, which requires consideration of the effects of federal undertakings on historic properties. All communities that administer programs using funds that originate from the Ohio Development Service Agency and directly from HUD are asked to enter into one of these PAs. This PA will allow the City to complete exempt Environmental Reviews for routine activities, which will allow for completion of CDBG funded projects in a timely manner.

Budgetary Information: There is no impact on the City's General Fund.

Action Requested: Legislation authorizing the City Manager to enter into an amended Programmatic Agreement (PA) for Coordination between the City of Sandusky and the Ohio State Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized under 24 CFR Part 58.

I concur with this recommendation:

Eric Wobser
City Manager

Arielle Blanca
Community Development Manager

Angela Byington, Planning Director

cc: Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director
Kelly Kresser, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDED PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN THE CITY AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF PROGRAMS USING U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) ALLOCATED FUNDS.

WHEREAS, in consultation with HUD and the Ohio Development Services Agency (ODSA), the State Historic Preservation Office (SHPO) has prepared newly amended Programmatic Agreements for communities administering HUD funded programs; and

WHEREAS, the Programmatic Agreement provides for coordination of the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. §306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the changes made in the amended Programmatic Agreement are for clarity and to add some additional exempt activities, and to make easier to use, are being “amended in whole” so instead of replacing some portions of the existing agreement with amended text, the newly amended versions can be used in the place of the previous agreement; and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, the City’s current Programmatic Agreement is set to expire on December 31, 2019, but any community with an existing Programmatic Agreement has been granted an extension of its terms until February 1, 2020, in order to allow for completion of the necessary notifications and local approvals; and

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

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

Section 1. The City Manager is authorized and directed to enter into an amended Programmatic Agreement for coordination between the City and the Ohio Historic Preservation Office for the administration of programs using HUD allocated funds with delegated review responsibilities authorized under 24 CFR Part 58, extending the term of the Programmatic Agreement through December 31, 2024, a copy of which is attached to this Ordinance, marked Exhibit "A", and specifically incorporated as if fully rewritten herein, together with any revisions or additions

as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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

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

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

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

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

Passed: December 20, 2019 (effective after 30 days)

**PROGRAMMATIC AGREEMENT
for Coordination
between
City of Sandusky
and the
Ohio Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to (hereinafter referred to as "grantee"; and

WHEREAS, HUD has also allocated CDBG and other funds to the State of Ohio Development Services Agency ("State"); and City of Sandusky

WHEREAS, the State has the authority to award certain CDBG and other funds to the grantee; and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA")(54 U.S.C. § 306108); and

EXHIBIT

"A"

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

The grantee will ensure that the following stipulations are implemented.

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
 - 1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
 - 2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
 - 1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
 - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
 - f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
 - g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
 - h. Rehabilitation of mobile and manufactured homes.
 - i. Loans used to fund rehabilitations of buildings less than fifty years old.
2. Site Work
- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
 - b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
 - c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than fifty years old.
 - f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer service connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
 - g. Repair, in kind replacement, or reconstruction of existing catch basins.
 - h. Replacement of utility meters on buildings in the same location as existing.
3. Exterior Rehabilitation
- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, shutters, stairs, or other trim as long as any new materials match existing feature in composition, design, color, texture, and other visual and physical qualities.

- c. Foundation Repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is not exempt on the elevations that face the streets
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for the removal of any building materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
4. Interior Rehabilitation
- a. Repair of existing basement floors or the installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair (not replace) of existing interior walls, floors, ceilings, doors, decorative plaster or woodwork provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting only allowed through roof or primary wall.
 - e. Installation of new furnace, boiler or water heater; or furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.

- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
 - 1. Project location, including a map;
 - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 - 3. Color photographs of all elevations of the building or site;
 - 4. Date any buildings in the project area were built;
 - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
 - 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;
 - 3. Alternative treatments considered and cost estimates for each;
 - 4. Life cycle maintenance costs related to each alternative;
 - 5. Proposed measures to mitigate or minimize adverse effects;
 - 6. Available marketing studies; and
 - 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
 - 1. The SHPO concurs with the grantee's decision about eligibility and effect;
 - 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 - 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the

grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.

- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee or DSA requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects

- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact OHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments

- C. regarding the dispute, and provide them and the ACHP with a copy of such written response.
- D. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 - 1. For each exempted undertaking the list will include; the project location (address, etc.), the age of the building or its date of construction, full project description of each activity undertaken, PA stipulation used to exempt project from review, if SHPO reviewed project, the date of the SHPO letter and effect finding, and name and title of grantee staff who exempted project from review.
 - 2. The grantee should also include in their submission three (3) random samples of individual projects, on buildings 50 years and older, with copies of the information that was used to support the exempt determination.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a

- B. natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 2. The grantee will submit a request for an expedited review time of five business days, including the following documentation:
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
 3. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and the SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

City of Sandusky

Signature

Date

Eric Wobser
City Manager

Contact Information:

240 Columbus Avenue
Sandusky, OH 44870
ewobser@ci.sandusky.oh.us
(419) 627-5846

Ohio State Historic Preservation Office

Signature

Date

Diana Welling
Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:

800 East 17th Avenue
Columbus, OH 43211
dwelling@ohiohistory.org
614-298-2000



PLANNING DEPARTMENT

Division of Transit

240 Columbus Avenue

Sandusky, Ohio 44870

419.621.8462

www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: December 13, 2019

SUBJECT: First Transit Transportation Services Contract Amendment # 2

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract amendment to revise transportation service hours, routes and schedules, and rates between the City of Sandusky and First Transit, Inc beginning January 13th through March 31, 2020. The current contract with First Transit expires on March 31, 2020 but the City has the option to extend the contract for two (2) consecutive one (1) year terms running April 1, 2020 thru March 31, 2021 and April 1, 2021 thru March 31, 2022. It is our intent to continue with First Transit as our operator.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) wants to amend the existing contract with First Transit, Inc. to expand the service hours, routes and schedules, and rates to provide a greater service to transit riders by offering the following:

- Blue & Yellow routes running 5am to 12am
- Blue route running ½ hour, 7 days a week
- Yellow route running every hour, 7 days a week
- Creation of new Orange route connecting Sandusky with BGSU Firelands campus
- Green, Purple and Orange routes running 6am to 10pm
- Green & Purple routes running 6 days a week (no Sunday service)
- Orange route running every hour, Monday thru Friday only
- Red route running every hour, 6am to 10pm, 7 days a week

Service Hours: The projected fixed route service hours will increase from 5,529 service hours to 10,625 service hours per quarter and the dial-a-rides service hours will remain steady at 7,421 per quarter totaling 18,046 quarterly.

Routes and Schedules: First Transit will coordinate with The City to operate fixed routes and ADA paratransit seven days a week including Blue, Yellow and Red routes, along with the Purple and Green running six days a week and Orange running five days a week. In addition to the fixed routes, First Transit will operate the dial-a-ride service 6 days a week.

The contract will be amended as follows:

1. That this contract shall be extended and will be in effect through March 31, 2020.
2. That all provisions of the aforesaid agreement shall remain in full force and effect.

BUDGET IMPACT: The expansion of fixed route service is made possible because STS was awarded increase funding through the ODOT 5311, 5339 and OTP2 2020 grant awards, contract revenue, passenger fares and general fund.

The total cost of service is not to exceed:

- January 13th, 2020 thru March 31st, 2020 = \$600,000

Should the contract be renewed for the two (2), one (1) year renewals, then the rates would be as follows:

- April 1st, 2020 thru March 31st, 2021 = \$2,505,689
- April 1st, 2021 thru March 31st, 2022 = \$2,591,395

Contract rates increase from current contract:

- \$152,222 January 13th, 2020 thru March 31st, 2020
- \$663,187 April 1st, 2020 thru March 31, 2021
- \$695,052 April 1, 2021 thru March 31, 2022

ACTION REQUESTED: It is requested that the First Transit Contract Addendum be approved, and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the second amendment to allow the increased service hours, scheduled changes, and rates to become effective January 13, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

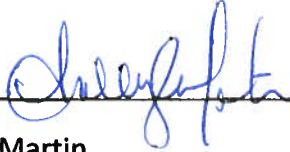
cc: Kelly Kresser, Clerk of City Commission
Sally Martin, Acting Finance Director
Trevor Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: First Transit Transportation - Amendment #2

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 12, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF CINCINNATI, OHIO, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding under Chapter 49, Section 5307 of the Code of Federal Regulations and the Sandusky Transit System serves the residents within the City of Sandusky, and Erie County; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 17-045, passed on February 27, 2017, which was effective April 1, 2017; and

WHEREAS, the agreement provides for a three (3) year agreement commencing April 1, 2017, through March 31, 2020, with the City having the option to extend the contract for two (2) consecutive one (1) year terms beginning April 1, 2020, through March 31, 2021, and April 1, 2021, through March 31, 2022, and it is the City's intent to extend the contract; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a First Amendment to the Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 19-021, passed on February 11, 2019, to expand service hours, routes and schedules, and rates by offering Sunday service on the Blue Line, along with the creation of a Yellow Line to operate from April 1st through November 1st of each year; and

WHEREAS, this proposed second amendment will be effective on January 13, 2020, and will expand the service hours, routes and schedules, and rates to provide a greater service to transit riders by offering the following:

- Blue & Yellow routes running 5am to 12am
- Blue route running ½ hour, 7 days a week
- Yellow route running every hour, 7 days a week
- Creation of new Orange route connecting Sandusky with BGSU Firelands campus
- Green, Purple and Orange routes running 6am to 10pm
- Green & Purple routes running 6 days a week (no Sunday service)
- Orange route running every hour, Monday thru Friday only
- Red route running every hour, 6am to 10pm, 7 days a week

WHEREAS, the proposed changes will increase the cost of the contract by approximately \$152,222.00 for the period of January 13, 2020, through March 31, 2020, and \$663,187.00 for the period of April 1, 2020, through March 31, 2021,

and if the City exercises its option to extend the contract for the period of April 1, 2021, through March 31, 2022, the increase will be \$695,052.00, and the additional costs will be paid with Transit Funds and reimbursed through increased grant funding through the ODOT 5311, 5339, and OTP2 programs, contract revenue, passenger fares, and General Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Second Amendment and allow the increased service hours, schedule changes, and rates to become effective January 13, 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This Commission hereby approves the Second Amendment to the Transportation Services Agreement between the City of Sandusky and First Transit, Inc., and authorizes and directs the City Manager to execute the Second Amendment to Transportation Services Agreement on behalf of the City in substantially in the same form as reflected in Exhibit "1" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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

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

law.

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

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

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

Passed: December 20, 2019

SECOND AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF SANDUSKY AND FIRST TRANSIT

THIS AMENDMENT is made and entered into as of the ____ day of _____, 2019 by and between THE CITY OF SANDUSKY, with principle offices at 240 Columbus Avenue, Sandusky OH 44870 (the "City") and First Transit, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 2581 Washington Road, Suite 223, Pittsburgh PA 15241 ("FT" and, collectively, the "Parties").

WITNESSETH

WHEREAS, effective March 31, 2017, the City and FT had previously made and entered into a Transportation Services Agreement for the operation of the Sandusky Transit System in Sandusky, Ohio (the "Transportation Services Agreement"); and

WHEREAS, effective February 1, 2019, the City and FT amended the Transportation Services Agreement for the operation of the Sandusky Transit System in Sandusky, Ohio (the "Transportation Services Agreement"); and

WHEREAS, the parties desire to amend certain portions of the Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **SERVICE HOURS:** Section 3.4 shall be revised as follows to reflect additional service hours required by increased routes:

"Projected Service Hours: The service shall be capped at ~~11,516~~ ~~12,950~~ **18,046** hours per quarter. The quarterly cap will be strictly enforced in order to ensure the sustainability of the service. Any hours in excess of the cap, may be paid in subsequent quarters, providing the quarterly cap is not exceeded. This will allow for the optimization of the service, and account for varying service days throughout the quarter as some months may have 20 service days while others may have 23, etc. It is understood that the priority of the services is as follows:

1. Fixed Route and ADA paratransit
2. Contract dial-a-ride
3. Non-Contract dial-a-ride

It is understood that the hours between the services will fluctuate from week to week. It is anticipated that the Fixed Route will average 4,095 ~~5,529~~ **10,625** service hours with the ADA paratransit and dial-a-rides to be 7,421 per quarter totaling ~~11,516~~ ~~12,950~~ **18,046** quarterly. The City and FT will jointly monitor the hours spent and adjust the Dial-A-Ride service per THE CITY'S instruction so as to not exceed THE CITY'S total budgeted hours. FT shall give THE CITY at least Fifteen (15) calendar days' notice before exceeding the cap. FT shall not exceed the cap without written approval of THE CITY, said approval shall not unreasonably be withheld."

2. **ROUTES AND SCHEDULES:**

- a. **Section 5.3** shall be revised as follows:

"FT will coordinate with The City to operate routes ~~6~~ **seven (7)** days a week and during holiday periods or times of reduced services. This should occur thirty (30) calendar days in advance of such periods."

- b. **Exhibit D Transportation Schedule** shall be amended as follows to reflect the following schedule, effective on or about January 13, 2020, all service to run year-round:

- (1) **Blue Line, 38 Vehicle Hours of Service per Day, service every ½ hour, 7 Days Per Week from 5AM to 12AM**
- (2) **Yellow Line Service, 19 Vehicle Hours of Service per Day, service every hour, 7 Days Per Week from 5AM to 12AM**

- (3) Green and Purple Lines, 16 Vehicle Hours of Service per Day per Route, service every hour, 6 Days Per Week (no Sunday service) from 6AM to 10PM
- (4) Orange Line, 16 Vehicle Hours of Service per Day, service every hour, 5 Days Per Week (no Saturday or Sunday service), from 6AM to 10PM
- (5) Red Line, 16 Vehicle Hours of Service per Day, service every hour, 7 days per week from 6AM to 10PM

3. **RATES:** Exhibit C Rates shall be amended as follows to reflect the following rate changes:

Effective Date	January 1, 2020	April 1, 2020	April 1, 2021
Cost Per Vehicle Hour of Service	\$29.14	\$31.09	\$32.21
Fixed Fee Per Month	\$30,123.17	\$28,420.67	\$29,064.50

The revised cost summary pages of the contract detailing the above rates are hereby incorporated into and attached hereto as **Attachment A**.

4. **NOTICE TO PARTIES** All notices to be given by the parties to the Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to THE CITY shall be addressed to:

City of Sandusky
Attention: Nicole DeFreitas, Transit Administrator
240 Columbus Avenue
Sandusky, OH 44870

With a copy to:

City of Sandusky
Attention: Trevor Hayberger, Law Director
240 Columbus Avenue
Sandusky, OH 44870

Notices to FT shall be addressed to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

THE CITY OF SANDUSKY

FIRST TRANSIT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Attachment A				
City of Sandusky/ Sandusky Transit System				
Add Sunday Service to Blue Line Year Round				
Add Yellow Express Line 7 Days Per Week April 1 through Nov 1 Each Year				
Current Price Pages as Amendment of Feb 1, 2019				
COST SUMMARY FOR YEAR	2019	2020	2021	
Revised Prices Effective	2/1/2019	4/1/2020	4/1/2021	
ASSUMPTIONS:				
VEHICLE HOURS OF SERVICE	51,800	51,800	51,800	
VEHICLE MILES OF SERVICE	780,176	780,176	780,176	
PASSENGER TRIPS	200,000	200,000	200,000	
FAREBOX REVENUE	\$200,000	\$200,000	\$200,000	
Fixed Fee Per Month	\$29,802.50	\$28,013.17	\$28,658.08	
Annual Fixed Fee	\$357,630.00	\$336,158.00	\$343,897.00	
Cost Per Vehicle Hour of Service	\$28.23	\$29.08	\$29.97	
Annual Cost Per Vehicle Service Hours	\$1,462,314	\$1,506,344	\$1,552,446	
Total Cost	\$1,819,944	\$1,842,502	\$1,896,343	
OPTION 2 PRICING - Blue & Yellow routes running 5AM to 12AM				
Blue route running every 1/2 hour, 7 days per week				
Yellow route running every hour, 7 days per week				
Green, Purple and Orange routes running 6AM to 10PM				
Green and Purple routes running every hour, 6 days per week (no Sunday svc)				
Orange route running every hour - Monday thru Friday only				
Red route running every hour, from 6AM to 10PM, 7 days per week				
COST SUMMARY FOR YEAR	2019	2020	2021	
Revised Prices Effective	1/1/2020	4/1/2020	4/1/2021	
ASSUMPTIONS:				
VEHICLE HOURS OF SERVICE	69,625	69,625	69,625	
VEHICLE MILES OF SERVICE	1,038,141	1,038,141	1,038,141	
PASSENGER TRIPS	200,000	200,000	200,000	
FAREBOX REVENUE	\$200,000	\$200,000	\$200,000	
Fixed Fee Per Month	\$30,123.17	\$28,420.67	\$29,064.50	
Annual Fixed Fee	\$361,478.04	\$341,048.04	\$348,774.00	
Cost Per Vehicle Hour of Service	\$29.14	\$31.09	\$32.21	
Annual Cost Per Vehicle Service Hours	\$2,028,873	\$2,164,641	\$2,242,621	
Total Cost	\$2,390,351	\$2,505,689	\$2,591,395	
Cost Increase	\$570,407	\$663,187	\$695,052	



COMMUNITY DEVELOPMENT

Building Division

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5940

www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Scott Thom, Chief Building Official

Date: December 11, 2019

Subject: Commission Agenda Item - Consulting Contract for CY 2020 with Mr. Robert G. Stadler for Alternate Master Plans Examiner and Alternate Building Official.

Items for Consideration: A consulting contract with Mr. Robert G. Stadler to carry out the activities of Alternate Master Plans Examiner and Alternate Building Official for the City of Sandusky.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Master Plans Examiner and Alternate Building Official to state certified professionals.

Budgetary Information: Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into contract with Mr. Stadler and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement, which is effective on January 1, 2020, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom

Chief Building Official

I concur with this recommendation:

Eric L. Wobser

City Manager

Matthew D. Lasko, MUPDD, MSSA

Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Robert Stadler- Alternate Master Plans Examiner

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 11, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH ROBERT G. STADLER FOR CY 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Department of Community Development wants to use the services of Robert G. Stadler to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, Robert G. Stadler is currently certified to perform these services; and

WHEREAS, Robert G. Stadler will be paid at the rate of \$55.00 per hour up to a maximum of \$7,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract prior to the commencing date of January 1, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with Robert G. Stadler for services as an Alternate Building Official and Alternate

Master Plans Examiner for CY 2020. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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

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

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

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

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

Passed: December 20, 2019

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2019, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Robert G. Stadler herein referred to as "Consultant."

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

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

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

VI. COMPENSATION

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2020, and will terminate December 31, 2020. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 1722 Shearwater Circle E, Huron, Ohio 44839, and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2020, whichever occurs first.

VIII. PARTIES BOUND

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

IX. ENTIRE AGREEMENT

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

X. SEVERABILITY

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

XI. AMENDMENTS

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

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

Robert G. Stadler

Approved as to Form:

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



COMMUNITY DEVELOPMENT

Building Division

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5940

www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Scott Thom, Chief Building Official
Date: December 11, 2019
Subject: Commission Agenda Item - Consulting Contract for CY 2020 with George J. Poulos for Primary Alternate Master Plans Examiner and Back-up Building Official

Items for Consideration: A consulting contract with Mr. George J. Poulos to carry out the activities of Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky. Mr. Poulos has performed these activities for the City for many years as the City's Chief Building Official and is currently certified to do so.

Background Information: This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Building Official and Alternate Master Plans Examiner to state certified professionals.

Budgetary Information: Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

Action Requested: It is requested that the proper legislation be prepared to enter into a contract with Mr. Poulos and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement, which is effective on January 1, 2020, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

Scott Thom

Chief Building Official

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director

CERTIFICATE OF FUNDS

In the Matter of: George Poulos - Primary Alternate Master Plans Examiner

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 11, 2019

By: 
Sally Martin
Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Department of Community Development wants to use the services of George J. Poulos to carry out the activities of a Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

WHEREAS, George J. Poulos will be paid \$2,000.00 per month for a total cost of \$24,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement which will commence on January 1, 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 Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection,

with George J. Poulos for services as a Back-up Building Official and Primary Alternate Master Plans Examiner for CY 2020. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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

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

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

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

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

Passed: December 20, 2019

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ____ day of _____, 2019, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and George J. Poulos herein referred to as "Consultant."

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

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as a Primary Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and a Back-up Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Primary Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Back-up Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

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

VI. COMPENSATION

Consultant shall be paid Two Thousand and 00/100 Dollars (\$2,000.00) per month for work performed in accordance with this agreement for a total of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2020, and will terminate December 31, 2020. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 3213 Country Club Lane, Huron, Ohio, 44839 and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2020, whichever occurs first.

VIII. PARTIES BOUND

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

IX. ENTIRE AGREEMENT

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

X. SEVERABILITY

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

XI. AMENDMENTS

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

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

George J. Poulos

Approved as to Form:

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

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6806 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2369 FAX (614)644-2166

52843480010		STCK	TO	RECEIVED DEC - 6 RECD SANDUSKY CITY COMMISSION
PERMIT NUMBER		TYPE	LONZ WINERY INC	
ISSUE DATE			FIRELANDS WINERY	
08 29 2019			& PATIO & VINEYARDS	
FILING DATE			917 BARDSHAR RD	
A1A A2 B2A D6 S			SANDUSKY OHIO 44870	
PERMIT CLASSES				
22	077	B	F23372	
TAX DISTRICT			RECEIPT NO.	

FROM 12/02/2019

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

Batch #: 9
Article #: 92147969009997901631261754
Date/Time: 12/2/2019 2:54:04PM

Internal File #:
Internal Code:



MAILED 12/02/2019

RESPONSES MUST BE POSTMARKED NO LATER THAN. 01/02/2020

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 STCK 5284348-0010

(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

Kelly Kresser

From: Greg Voltz
Sent: Friday, December 6, 2019 11:29 AM
To: Kelly Kresser; John Orzech; Stephen Rucker
Subject: RE: Liquor Permit - Stock Transfer

917 Bardshar Road is zoned "CS" Commercial Service which permits breweries and wineries.



Greg Voltz | Planner
PLANNING DEPARTMENT
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5973 | F: 419.627.5945
www.ci.sandusky.oh.us



From: Kelly Kresser
Sent: Friday, December 6, 2019 11:25 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit - Stock Transfer

Attached is a Notice to Legislative Authority regarding a stock transfer of **A1A** (*manufacturer of beer – producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders*), **A2** (*Manufacturer of wine*), **B2A** (*Sale of wine to retail permit holder*), **D7** (*Resort area only*) and **S** (*Sale of wine to personal consumer via mail order*) **Liquor Permits to Lonz Winery, Inc. – Firelands Winery, 917 Bardshar Road.**

Please provide comments regarding this proposed transfer.

Kelly Kresser

From: Stephen Rucker
Sent: Friday, December 6, 2019 11:44 AM
To: Kelly Kresser; John Orzech; Greg Voltz
Subject: RE: Liquor Permit - Stock Transfer

No issues, Thanks.



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

From: Kelly Kresser
Sent: Friday, December 06, 2019 11:25 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit - Stock Transfer

Attached is a Notice to Legislative Authority regarding a stock transfer of **A1A** (*manufacturer of beer – producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders*), **A2** (*Manufacturer of wine*), **B2A** (*Sale of wine to retail permit holder*), **D7** (*Resort area only*) and **S** (*Sale of wine to personal consumer via mail order*) **Liquor Permits to Lonz Winery, Inc. – Firelands Winery, 917 Bardshar Road.**

Please provide comments regarding this proposed transfer.

Kelly Kresser

From: John Orzech
Sent: Friday, December 6, 2019 1:06 PM
To: Kelly Kresser; Stephen Rucker; Greg Voltz
Subject: RE: Liquor Permit - Stock Transfer

No issues



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



From: Kelly Kresser
Sent: Friday, December 6, 2019 11:25 AM
To: John Orzech <JOrzech@ci.sandusky.oh.us>; Stephen Rucker <srucker@ci.sandusky.oh.us>; Greg Voltz <gvoltz@ci.sandusky.oh.us>
Subject: Liquor Permit - Stock Transfer

Attached is a Notice to Legislative Authority regarding a stock transfer of **A1A** (*manufacturer of beer – producing more than 31 million gallons per year, wherever produced, and sell beer products to wholesale permit holders*), **A2** (*Manufacturer of wine*), **B2A** (*Sale of wine to retail permit holder*), **D7** (*Resort area only*) and **S** (*Sale of wine to personal consumer via mail order*) **Liquor Permits to Lonz Winery, Inc. – Firelands Winery, 917 Bardshar Road.**

Please provide comments regarding this proposed transfer.



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Todd Gibson, Properties and Facilities Superintendent

Date: December 11, 2019

Subject: **Commission Agenda Item – Agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for Cleaning Services at City Hall, 240 Columbus Ave**

ITEM FOR CONSIDERATION: Legislation to enter into an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for cleaning services at City Hall, 240 Columbus Ave.

BACKGROUND INFORMATION: On November 14, 2019, the City issued a request for proposals (RFP) for cleaning services at the New City Hall location at 240 Columbus Ave. The City received one (1) responsive proposal by the December 5, 2019 deadline from Progressive Cleaning Solutions, Inc., which was determined to be the lowest and best proposal based on their experience, background, qualifications, approach plan and price. Previously, procurement was possible via purchase order because cleaning services were only required for three months, falling under the \$10,000 purchasing threshold.

The cost of services billed monthly will be at a rate of \$2,638.10, with an annual do not exceed amount of \$31,657.20. The agreement shall be for a two year period, starting January 2, 2020, with an option of a one year extension.

BUDGETARY INFORMATION: The total cost of the contract for years 2020 – 2021 is \$63,314.40. The cost of the cleaning services will be paid with General Funds, which have been budgeted for in the Contractual Services portion of the Building Maintenance Operational and Maintenance Budget.

ACTION REQUESTED: It is recommended that legislation be approved authorizing the City Manager to enter into an agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio for \$63,314.40 for cleaning services at City Hall, 240 Columbus Ave for a two year period beginning January 2, 2020. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter in order to execute the agreement immediately as service is to begin January 2, 2020, and to avoid any lapse in service.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

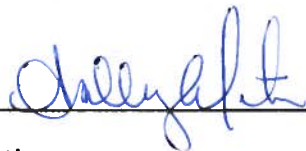
cc: K. Kresser, Commission Clerk; S. Martin, Acting-Finance Director; T. Hayberger, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Progressive Cleaning Solutions - Cleaning City Hall

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract 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 compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: December 11, 2019

By: 

Sally Martin

Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR AGREEMENT WITH PROGRESSIVE CLEANING SOLUTIONS, INC. OF SANDUSKY, OHIO, FOR CLEANING SERVICES AT CITY HALL, 240 COLUMBUS AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, a request for proposals (RFP) was issued on November 14, 2019, for cleaning services at the City Hall administrative facility located at 240 Columbus Avenue in which one (1) proposal was received and evaluated by a selection committee and based upon the proposers experience, background, qualifications, approach plan and price, it was determined the proposal of Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, was the lowest and best; and

WHEREAS, Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, will be providing cleaning services to the office areas at City Hall located at 240 Columbus Avenue and these services are more fully described in the Proposal, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, the agreement is for two (2) years, beginning January 2, 2020, with an option to extend one (1) year, at a cost of \$2,638.10 per month, and annual cost not to exceed \$31,657.20, and this cost will be paid with funds from the Building Maintenance Division's operating budget; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement prior to the commencing date of January 2, 2020, and to avoid any lapse in services; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the 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 two (2) year agreement with Progressive Cleaning Solutions, Inc. of Sandusky, Ohio, for cleaning services at City Hall located at 240 Columbus Avenue, at a cost of Two Thousand Six Hundred Thirty Eight and 10/100 Dollars (\$2,638.10) per month and Thirty One Thousand Six Hundred Fifty Seven and 20/100 Dollars per year for a total amount **not to exceed** Sixty Three Thousand Three Hundred Fourteen and 40/100 Dollars (\$63,314.40), consistent with the proposal submitted, a copy of which is

marked Exhibit “A” and attached to this Ordinance.

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

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

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

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

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

Passed: December 20, 2019

IX. SUBMITTAL FORMS

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

Submittal Checklist

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

- ☒ Proposal Form & Narrative
- ☒ Original proposal in Sealed Envelope
- ☒ Organization Description, Experience History and Service References
- ☒ Completed "Waiver and Release" regarding Sandusky City Income Taxes
- ☒ Proof of Insurability
- ☐ Any additional information respondent deems necessary to include that would better enable the City to evaluate his/her proposal

Proposal Form

No alternatives, deletions or additions shall be made of this form as it may render the bid invalid. Alternative proposals can be submitted, where so designated within the bid proposal for review by the City, but of the understanding that the City of Sandusky has sole authority to consider or reject any alternative proposals.

Name of Organization: Progressive Cleaning Solutions, Inc

Business Address: 326 E Market St Sandusky, OH 44870

Telephone Number 419-216-9440

Other Phone 419-357-4542

Other Phone

Fax 419-775-4443

Email Sales@pcleaningsolutions.net

Name and Title of Contact Individual for Further Information

Erica Pinkston - General Manager
419-357-4542

Legal Status of Organization: (Check one)

☐ For-profit corporation or joint venture corporation

☒ For-profit partnership or sole proprietorship

☐ Non-profit corporation Public agency Other (identify)

☐ Non-profit corporation Private agency Other (identify)

Attach your proposal with any additional information that was requested or that you feel necessary to help in the City's evaluation of your qualifications and proposed operation of the facilities.

STAFFING PLAN:

Upon award of the contract we are prepared to continue servicing the City Hall location 5 days per week. A crew of at least two cleaners will be on site from 4pm until approximately 6:30 pm Monday thru Friday excluding government holidays.

Our Management staff has 25+ years of commercial cleaning experience in the Sandusky area. We currently service several accounts in the Sandusky/Norwalk area including government, health care, office, financial and educational buildings. Our staff comes with extensive backgrounds in janitorial and/or housekeeping experience. All new hires undergo local and federal background checks as part of their onboarding with Progressive Cleaning Solutions. (supervisor resumes can be furnished upon award)

Staff will clock in/out via a telephone call in system to ensure building is properly covered each service day. All staff are required to wear clean jeans/khaki pants with a yellow Progressive Cleaning Solutions uniform shirt.

Quality Assurance/Quality Control:

All staff will have a minimum of three days on the job training. A member of management will do random quality inspections a minimum of once per month written report to be filed in our office. Staff will be notified of any and all concerns and a plan of action will be implemented to correct any issues. A follow up inspection will be performed to assure any concerns have been addressed.

Customer Service Plan:

Management can be reached via e-mail or office phone Monday-Friday 9a-3p or via on call cell phone 24 hours per day to discuss questions or concerns. Field manager is in place to address concerns with our staff prior to the next scheduled service date. On-site communication log will be in place for City Hall representatives to communicate directly with daily janitorial staff.



Janitorial Cleaning
Commercial Cleaning

Progressive Cleaning Solutions
326 E Market Street
Sandusky, OH 44870
419/216-9440
sales@pcleaningsolutions.net

December 4, 2019

City of Sandusky

Dear Mr. Klein:

Thank you for giving ***Progressive Cleaning Solutions*** the opportunity to submit our Janitorial/Commercial cleaning proposal for your facility.

We invite you to review the contents of our proposal, which is comprised of the following exhibits:

EXHIBIT A – Task Description

EXHIBIT B – References

EXHIBIT C – Cost of Service

If there are any further questions concerning our services, please feel free to contact us at 419-216-9440.

Sincerely,

Erica Pinkston
Progressive Cleaning Solutions, Inc

EXHIBIT A

CONTRACT SERVICES-TASK DESCRIPTION

City of Sandusky

AREAS TO BE SERVICED

EXTENT OF SERVICES TO BE PERFORMED

A. OFFICES, WAITING ROOM:

1. Empty waste receptacles/replace liners-daily.
2. High dust all horizontal surfaces within reach including molding, wall hangings, light fixtures, ceiling vents, shelves and ledges-weekly.
3. Low dust all horizontal surfaces including sills, ledges, molding, shelves, heat registers, etc.-weekly.
4. Dust all exposed areas of office equipment and furniture including copiers, desks (excluding desktop work space), filing cabinets and chairs-daily.
5. Spot clean finger traffic areas of walls and doors, door knobs-weekly.
6. Clean entryway glass windows daily.
7. Sweep and mop hard-surface flooring-daily.
8. Vacuum all walk-off mats-daily.

B. WASHROOMS:

1. Clean, sanitize and polish all fixtures; toilet bowls, urinals, hand basins and dispensers-daily.
2. Clean all back splashes, ledges and countertops-daily.
3. Clean all glass and mirrors-daily.
4. Empty all waste receptacles, spot clean and sanitize, replace liners-daily.
5. Refill all dispensers to normal limits; hand soap, toilet tissue, hand towels, liners, etc.-daily. Dispensable items to be supplied by City of Sandusky.
6. Spot clean all walls, doors and partitions-as needed.
7. High dust all horizontal surfaces within reach-including ceiling vents, frames, shelves and ledges-weekly.
8. Low dust all horizontal surfaces within reach-including sills, moldings, ledges, shelves, heating registers or radiators, etc.-weekly.
9. Sweep and wet mop hard-surface flooring-daily.

C. LUNCH ROOM:

1. Empty waste receptacles, clean and sanitize, insert liners-daily.
2. Clean and sanitize all surfaces; sink, countertop, table, chairs, cabinet fronts and outside of refrigerator-daily.
3. Spot clean wall areas around waste receptacles and sink area including back splash-daily.
4. Sweep and wet mop hard surface flooring-daily.
5. Vacuum any carpeted areas or walk-off mats-daily.

D. GENERAL SERVICES:

1. Notify the PCS office or the building contact if they are on-site of any irregularities – defective plumbing, unlocked doors, lights left on , inventory requirements, etc.-daily.
2. Replace all chairs and tables to proper locations-daily.
3. When exiting the building; close all windows, turn off all lights except those to be left on, set alarm (where applicable) and lock all doors-daily.
4. On-going cleaning of the janitor closet or supply areas.
5. PCS to provide a minimum of monthly inspections.

EXHIBIT B

REFERENCES

SIERRA LOBO
SANDY
11401 HOOVER ROAD
MILAN, OHIO 44846
419-499-9653

CITY OF WILLARD
KIM
631 S MYRTLE AVE
WILLARD, OH 44890
419-933-2581

FIRELANDS MENTAL HEALTH & RECOVERY SERVICES
KAREN
2020 HAYES AVE.
SANDUSKY, OH. 44870
419-627-5210

EXHIBIT C

COST OF SERVICES

The incremental costs of housekeeping, sanitation service and on the job training and supervision are as follows:

ITEM	MONTHLY BILLING	ANNUAL BILLING
Thorough contract cleaning Per attached EXHIBIT A Task Schedule	\$2638.10	\$31,657.20

NOTE:

1. Billing is based upon 5 days per week Service .
2. All cleaning equipment, supplies, and expendable items such as hand soap, toilet tissue, hand towels, garbage bags, etc., to be provided by City of Sandusky.

ADDITIONAL SERVICES:

Additional services such as wall washing, window cleaning, carpet cleaning, and/or hard surface floor care may be scheduled upon request at a predetermined additional cost.

Tile and grout cleaning in RR \$125.00/RR

All RR in one service call 10% discount: \$900

Carpet cleaning price will be as follows:

1st floor carpet: \$204.00

2nd floor: 156.00

3rd floor: 434.88

4th floor: 470.08

All carpet cleaned in one service 10% discount: \$1138.47

Spot cleaning \$0.16/sq ft minimum \$100

Organization History

Has Respondent, or any officer or partner of respondent, failed to complete a contract?
Yes _____ No ✓. If yes, give details on separate sheet.

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

Experience History

List three similar contracts which the Respondent Organization has provided service under. Indicate current or recent, along with a contact person and phone number. If no, so state. Attach extra page(s) if necessary.

Municipality

Current or Recent

Contact Person/Phone No.

* Current references included with quote

Waiver and Release Form

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

Progressive Cleaning Solutions

BY: Erica Pinkston
Erin R Pinkston

DATE: 12-4-19

SIGNED IN THE PRESENCE OF:

Kelly Stanfield
Thomas Hampton



CERTIFICATE OF LIABILITY INSURANCE

UP ID: MP
DATE (MM/DD/YYYY)
09/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schlather Insurance Agency - E 900 E Broad Street Elyria, OH 44035	CONTACT NAME: Magdalen E. Palko	
	PHONE (A/C, No, Ext): 440-366-1561 FAX (A/C, No): 440-366-5529	
	E-MAIL ADDRESS: mpalko@schlatherinsurance.com	
	PRODUCER CUSTOMER ID #: PROGR-1	
INSURED Progressive Cleaning Solutions, Inc. Po Box 1629 Sandusky, OH 44871	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		05006369	10/04/2019	10/04/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS		44-036-344-00	10/04/2019	10/04/2020	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	44-323-776-00	10/04/2019	10/04/2020	AGGREGATE \$ 2,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/M <input type="checkbox"/> N/A	05006369	10/04/2019	10/04/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY AS EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

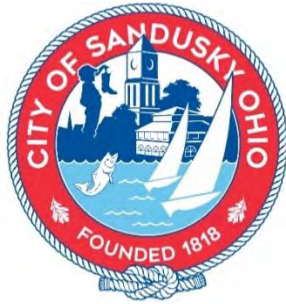
AUTHORIZED REPRESENTATIVE

Magdalen E. Palko

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EVALUATION CRITERIA CLEANING SERVICES AT CITY HALL

Evaluation Factors	Max. Points	Score
Experience, Background Qualification	25	_____
Approach Plan	25	_____
Price	50	_____
TOTAL	100	_____
<hr/>		
Total Possible Points	100	



COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5715
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: December 17, 2019

Subject: Commission Agenda Item – Agreement and Plan of Industrial, Commercial, Distribution, and Research Development

Items for Consideration: Legislation approving an Agreement and Plan of Industrial, Commercial, Distribution and Research Development (the “Agreement and Plan”) between the City of Sandusky (the “City”) and Sandusky Community Improvement Corporation, for the purposes of furthering economic development efforts within the City.

Background Information: Per the Project Funding Agreement approved to be entered into between the City and Cedar Point Park, LLC (the “Company”), the City is going to be issuing \$2,250,000 in bonds to the Company to pay for a portion of necessary infrastructure related to Cedar Point Sports Center and Landing Park.

The bonds to be issued for the project are permitted under Section 165 of the Ohio Revised Code and are also referred to as “Chapter 165 Bonds.” However, prior to a municipality or other legislative authority issuing Chapter 165 Bonds, several elements must be present.

There must first exist a community improvement corporation created under Chapter 1724 of the Ohio Revised Code that ultimately enters into a plan and agreement with the City as its agency or instrument for furthering economic efforts and projects in the jurisdiction. Once the plan and agreement are in place, the community improvement corporation, at times, can propose and recommend, among other items, actions and financing packages to be taken by a legislative authority in the aid of industrial, commercial, distribution and research development in the City.

The attached legislation is being presented by staff on behalf of the newly created Sandusky Community Improvement Corporation. The Plan and Agreement call for SCIC to be designated as the agent and instrumentality of the City for industrial, commercial, distribution and research development within the City. This is as necessary piece of legislation to be considered prior to presenting to the City Commission the bond issuance package for Cedar Point Park, LLC in early 2020 assuming it is approved and recommended by the Board of SCIC.

The Board of the SCIC met on December 16th, 2019 and unanimously approved a resolution to present and propose the Agreement and Plan to the City of Sandusky.

Budgetary Information: There is no specific budgetary impact with this piece of legislation however the City will ultimately be responsible for providing \$2,250,000.00 from the issuance of Bonds in early 2020 through follow up legislation.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into the Agreement and Plan of Industrial, Commercial, Distribution, and Research Development with SCIC. It is further requested that this legislation take immediate effect per Section 14 of the City Charter to immediately move forward with the bond issuance process.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Law Director
Sally Martin, Acting Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE SANDUSKY COMMUNITY IMPROVEMENT CORPORATION AS THE AGENCY OF THE CITY OF SANDUSKY, OHIO FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT AND AUTHORIZING AND CONFIRMING A PLAN FOR SUCH DEVELOPMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 13 of Article VIII, Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio, it is in the public interest and a proper public purpose for a city, its agencies or instrumentalities, or corporations not for profit designated by such city as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, under Chapter 1724, Ohio Revised Code a corporation not for profit, known as a community improvement corporation, may be organized for the sole purposes of advancing, encouraging, and promoting the industrial, economic, commercial, and civic development of a community or area and may be designated by a city as its agency for the purpose of industrial, commercial, distribution and research development and such city may then enter into an agreement with and confirm a plan prepared by said designated community improvement corporation in accordance with Section 1724.10, Ohio Revised Code; and

WHEREAS, prior to issuing economic development bonds pursuant to Chapter 165, Ohio Revised Code, to assist in financing an industrial, commercial, research or distribution facility, the City is required to designate a community improvement corporation and enter into an agreement with and confirm a plan prepared by the community improvement corporation, and to receive from the community improvement corporation its certification of the facilities proposed to be financed; and

WHEREAS, this Commission wishes to take those steps necessary to empower the City to issue economic development revenue bonds pursuant to Chapter 165; Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Sandusky, Erie County, Ohio, that:

SECTION 1. This Commission hereby finds and determines that is the policy of this City to promote the health, safety, morals and general welfare of its inhabitants through the designation of the Sandusky Community Improvement Corporation, a community improvement corporation organized as a corporation not for profit in the manner provided in Ohio Revised Code Chapter 1724, as this City's agency and instrumentality for the industrial, commercial, distribution and research development within the City.

SECTION 2. The City Manager and Director of Finance are hereby authorized to enter into an Agreement and Plan of Industrial, Commercial,

Distribution and Research Development (the “Agreement and Plan”) with the CIC in substantially the form and containing the provisions of the form of such document now on file with the Clerk of Commission. The Agreement and Plan are approved with any changes therein as are not inconsistent with this Ordinance, as are not substantially adverse to the City, as are permitted by law, and as are approved by the City Manager and Director of Finance, as the officers executing the Agreement and Plan. The approval of those changes by such officers shall be evidenced conclusively by the execution of the Agreement and Plan as so changed.

SECTION 3. This Commission hereby confirms the terms and provisions of the Agreement and Plan in all respects insofar as it embodies and constitutes the Plan of Industrial, Commercial, Distribution and Research Development for this City under Revised Code Section 1724.10.

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

SECTION 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective to empower the City to issue economic development revenue bonds pursuant to Chapter 165, Ohio Revised Code, to facilitate pending economic development projects, thereby creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and State; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by this Commission, otherwise from and after the earliest period allowed by law.

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 20, 2019

SANDUSKY, OHIO, AGREEMENT AND PLAN OF INDUSTRIAL,
COMMERCIAL, DISTRIBUTION, AND RESEARCH DEVELOPMENT

THIS AGREEMENT AND PLAN, entered into as of the ____ day of December 2019, by and between the City of Sandusky, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City") and the Sandusky Community Improvement Corporation, a community improvement corporation organized and existing as a corporation not for profit under the laws of the State of Ohio (the "CIC");

WHEREAS, in accordance with Section 1724.10, Ohio Revised Code, the CIC has been designated as the agency and instrumentality of the City for the industrial, commercial, distribution and research development in the City; and

WHEREAS, the CIC and the City desire to enter into an Agreement pursuant to said Section 1724.10; and

WHEREAS, the CIC has prepared a Plan of Industrial, Commercial, Distribution and Research Development for the City (the "Plan") which has been confirmed by the legislative authority of the City; and

WHEREAS, the CIC and the City desire to incorporate the terms and provisions of the Plan into this Agreement so that this Agreement shall embody and constitute the plan of industrial, commercial, distribution and research development provided for in said Section 1724.10.

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

ARTICLE I

The Plan

The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in that manner which:

- (a) Creates and preserves jobs and employment opportunities in the City and the State of Ohio.
- (b) Improves the economic welfare of the people of the City and of the State of Ohio.
- (c) Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- (d) Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- (e) Is consistent with social, economic and geographic factors present in the City.

- (f) Is not inconsistent with job needs and skills present in the City.
- (g) Is not inconsistent with environmental factors present in the City.
- (h) Is in accordance with its applicable planning and zoning.

Such initial Plan may be amended and supplemented from time to time by the CIC and to that end:

a. The CIC, as requested by the legislative authority of the City, shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and Plan and the accomplishment of its purposes. The CIC from time to time will supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC, as requested by the legislative authority of the City, shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the CIC seeks to interest in such development in the City.

ARTICLE II

Actions in Furtherance of Plan

In furtherance of the Plan as from time to time amended the CIC:

1. As the agency and instrumentality of the City, shall advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a "Development Project."

2. From time to time shall prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of industrial, commercial, distribution and research facilities or services. The CIC shall review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and Plan and following such review shall certify to the City its determination; provided, that if the legislative authority of the City shall have issued a written request to the Director of the Ohio Development Services Agency of the State of Ohio to provide the financing, then the CIC shall make the aforesaid determination and issue its certification of that determination to the Director of the Ohio Development Services Agency.

3. May cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

4. May contact and solicit any person, firm or corporation ("Employer") which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

5. Shall advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement and Plan.

- a. May insure mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.
- b. May incur debt, mortgage its property, no matter from what source and by what method acquired, and issue its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State of Ohio, or any political subdivision thereof.
- c. May make loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.
- d. May purchase, receive, hold, lease, or otherwise acquire and may sell, convey, transfer, lease, sublease, or otherwise dispose of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.
- e. May acquire the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants or other business establishments; and may acquire, construct or

reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

- f. May acquire, subscribe for, own, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.
 - g. May mortgage, pledge, or otherwise encumber any property acquired pursuant to the powers contained in subparagraphs d, e or f of this section.
 - h. May make application to the Director of the Ohio Development Services Agency of the State of Ohio for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.
 - i. May solicit, receive and use donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.
 - j. May otherwise exercise any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.
6. It is hereby authorized to sell or to lease any lands or interests in lands owned by the City determined from time to time by its legislative authority not to be required by the City for its purposes, for uses determined by the legislative authority as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority under this paragraph of this Agreement and Plan shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement and Plan shall be recorded in the office of the county recorder of Erie County, prior to the recording of a deed or lease executed pursuant to this Agreement and Plan.

ARTICLE III

Miscellaneous

1. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such

conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority shall specify the consideration for such conveyance and any other terms thereof. Any determination made by the legislative authority under this paragraph of this Agreement and Plan shall be conclusive. The CIC may also, as agency for such development, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in land conveyed by the City are sold by the CIC at a price in excess of the consideration received by the City from the CIC, such excess shall be paid to the City after deducting, to the extent and in the manner provided in this Agreement and Plan, the costs of such acquisition and sale, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, service fees, and any debt service charges of the CIC attributable to such land or interests.

2. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement and Plan.

3. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement and Plan.

4. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

5. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of Erie County, to one or more political subdivisions of the State of Ohio from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

6. The term of this Agreement and Plan shall commence on the date of its making and shall continue in effect thereafter except as otherwise in this paragraph provided. Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement and Plan, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement and Plan, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this Agreement and Plan shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement and Plan, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by

delivering a copy of such notice to the office by the Clerk of the legislative authority of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

7. No provision, term or covenant contained in this Agreement and Plan shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State of Ohio, Chapter 165, Ohio Revised Code, or any other law.

8. This Agreement and Plan may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Directors of the CIC.

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement and Plan to be executed as of the day and year first above written.

SANDUSKY COMMUNITY
IMPROVEMENT CORPORATION

By _____
President

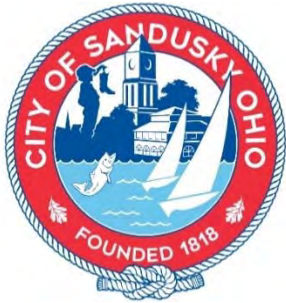
Attest:

Secretary

CITY OF SANDUSKY, OHIO

By: _____
City Manager

By: _____
Director of Finance



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5849
www.ci.sandusky.oh.us

TO: Eric L. Wobser, City Manager
FROM: Sally A. Martin, Finance Director
DATE: December 12, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting amendment #4 to the 2019 General Appropriations, which is the final budget amendment for 2019.

BUDGETARY INFORMATION:

This action will cover anticipated expenditures through December 31, 2019. The agenda deadline occurs before the final payroll costs can be determined. The amendment needs to cover final payroll and other projected costs through December 31, 2019. The ordinance will be available at the meeting.

ACTION REQUESTED:

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

CC: Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 4 TO ORDINANCE NO. 19-054 PASSED BY THIS CITY COMMISSION ON MARCH 25, 2019, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2019 Operating Budget by Ordinance No. 19-054, passed on March 25, 2019; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 19-054 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Indigent Telephone, Capital Projects, Special Assessment, Bond Retirement, Special Assessment Bond Retirement, Water, Sewer, General Trust, and Cemetery Endowment Funds by Ordinance No. 19-092, passed on May 28, 2019; and

WHEREAS, this City Commission adopted Amendment No. 2 to Ordinance No. 19-054 to cover deficiencies or needs which existed in the General, Federal Grants, Court Computer, Capital Projects, Special Assessment, Water, and Sewer Funds by Ordinance No. 19-142, passed on August 26, 2019; and

WHEREAS, this City Commission adopted Amendment No. 3 to Ordinance No. 19-054 to cover deficiencies or needs which existed in the General, Transit, Parks & Recreation, Capital Projects, Special Assessment, Special Assessment Bond Retirement, Water, and Sewer Funds by Ordinance No. 19-172, passed on October 28, 2019; and

WHEREAS, this Ordinance has been prepared to cover other deficiencies or needs which exist in the General, Street, State Highway, Transit, Parks & Recreation, Fire Pension, Police Pension, State & Federal Grants, Indigent Driver Alcohol Trust, Enforcement & Education, Court Computer, Court Probation, Payroll Stabilization, Real Estate Development, Capital Improvement, Capital Projects, Tax Increment, Special Assessment, Bond Retirement, Urban Renewal Temporary Revenue Bond, Special Assessment Bond Retirement, Water, Sewer, Internal Service, General Trust, Park Endowment, Cemetery Endowment, and State Patrol Transfer Funds; and

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

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

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable

that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

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

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	(777,000)	(62,000)	(839,000)
POLICE RECORDS	(20,000)	(20,000)	(40,000)
POLICE RESERVES	(58,000)	(2,000)	(60,000)
FIRE	(689,000)	(24,000)	(713,000)
STREET LIGHTING	-	(2,000)	(2,000)
OAKLAND CEMETERY	(77,000)	(20,000)	(97,000)
COMMUNITY DEVELOPMENT	45,000	(70,000)	(25,000)
BUILDING DIVISION	(38,000)	(27,500)	(65,500)
HORTICULTURAL SERVICES	(265,000)	(56,000)	(321,000)
CITY MANAGER	(30,000)	(3,000)	(33,000)
ADMINISTRATIVE SERVICES	(14,000)	(25,000)	(39,000)
FINANCE	(18,000)	(9,000)	(27,000)
INCOME TAX	(10,000)	2,000	(8,000)
DATA PROCESSING CENTER	(2,000)	(131,000)	(133,000)
LAW	(78,000)	(17,000)	(95,000)
CITY COMMISSION	-	(1,000)	(1,000)
CITY COMMISSION CLERK	2,200	-	2,200
MUNICIPAL COURT	(187,000)	-	(187,000)
BUILDING MAINTENANCE	(76,000)	(21,000)	(97,000)
ENGINEERING	(10,000)	(27,000)	(37,000)
FLEET MAINTENANCE	(94,000)	(27,000)	(121,000)
ADMINISTRATIVE SUPPORT	-	(135,000)	(135,000)
TRANSFERS:			
STREET FUND	-	(109,718)	(109,718)
TRANSIT FUND	-	78,430	78,430
PARKS & RECREATION FUND	-	(95,002)	(95,002)
POLICE PENSION FUND	-	67,829	67,829
FEDERAL GRANTS FUND	-	-	-
PAYROLL STAB FUND	-	350,000	350,000
CAPITAL STREETS/RIGHT OF WAY FUND	-	16,666	16,666
CAPITAL EMS FUND	-	270,000	270,000
CAPITAL STREET RESURFACING	-	330,000	330,000
FIRE PENSION FUND	-	32,971	32,971
BOND RETIREMENT FUND	-	-	-
SPECIAL ASMNT BOND RETIREMENT FUND	-	-	-
REFUND IT		35,353	35,353
GENERAL FUND	(2,395,800)	299,029	(2,096,771)
STREETS	(95,000)	(24,000)	(119,000)
TRAFFIC & ELECTRICAL MNTC	(40,000)	(62,000)	(102,000)
STREET FUND	(135,000)	(86,000)	(221,000)
ST HIGHWAY FUND	-	(15,000)	(15,000)
OTPPP GRANT (6810)	-	(30,000)	(30,000)
2019 PUBLIC TRANSIT FUND	-	(261,820)	(261,820)

PAGE 3 - ORDINANCE NO. _____

TRANSIT FUND	-	(291,820)	(291,820)
PAPER DISTRICT MARINA	-	(6,000)	(6,000)
PAVILION	-	300	300
MILLS CREEK GOLF COURSE	(12,000)	(3,000)	(15,000)
RECREATION DEPARTMENT	(32,000)	(14,000)	(46,000)
BOAT LAUNCH RAMP	-	(10,000)	(10,000)
PARKS & RECREATION FUND	(44,000)	(32,700)	(76,700)
FIRE PENSION FUND	40,000	-	40,000
POLICE PENSION FUND	67,000	-	67,000
UNDERGROUND STORAGE GRANT	-	(32,000)	(32,000)
LANDBANK	-	(18,000)	(18,000)
REVOLVING LOAN-ECO DEV	-	(23,000)	(23,000)
STATE GRANTS FUND	-	(73,000)	(73,000)
POLICE JAG	-	(6,000)	(6,000)
POLICE BULLETPROOF VESTS	-	(2,000)	(2,000)
EMS	-	(21,000)	(21,000)
BROWNFIELD GRANT - ASSESSMENT	-	(40,000)	(40,000)
BROWNFIELD GRANT - REMEDIATION	-	(57,000)	(57,000)
HUD CDBG	(101,000)	(455,000)	(556,000)
FEDERAL GRANTS FUND	(\$101,000)	(581,000)	(682,000)
INDIGENT DRIVER ALCOHOL TRT FUND	-	(33,000)	(33,000)
ENFORCEMENT & EDUCATION FUND	-	(1,000)	(1,000)
COURT COMPUTER FUND		(13,000)	(13,000)
COURT PROBATION FUND	-	(38,000)	(38,000)
PAYROLL STAB FUND	15,000	-	15,000
REAL ESTATE DEV FUND	-	(14,500)	(14,500)
CAPITAL - HEALTH	-	(5,000)	(5,000)
CAPITAL - COMMUNITY	-	(5,000)	(5,000)
CAPITAL IMPROVEMENT FUND		(10,000)	(10,000)
POLICE PATROL	-	(46,090)	(46,090)
EMS	(28,000)	(456,500)	(484,500)
SANDUSKY BAY PATHWAY	-	(290,000)	(290,000)
RECREATION IMPROVEMENTS	-	(29,000)	(29,000)
SAND BAY STRATEGIC RESTORATION INITIATIVE	-	(18,000)	(18,000)
SANDUSKY BAY INITIATIVE		(39,000)	(39,000)
COMMUNITY DEVELOPMENT	-	(177,000)	(177,000)
ECONOMIC DEVELOPMENT	-	(343,000)	(343,000)
ECONOMIC DEVELOPMENT PROGRAMS	-	(30,000)	(30,000)
NEIGHBORHOOD INITIATIVE	-	(160,000)	(160,000)
WESTEND OVERPASS	-	(18,000)	(18,000)
STREET PROJECTS	-	(200,000)	(200,000)
SAFE ROUTES TO SCHOOLS	-	(285,000)	(285,000)
CAPITAL STREETS/RIGHT OF WAY FUND	-	(192,000)	(192,000)
CAPITAL PARKS & REC FUND	-	(165,000)	(165,000)
CAPITAL FLEET/VEHICLES/EQUIPMENT FUND	-	(120,000)	(120,000)

PAGE 4 - ORDINANCE NO. _____

CAPITAL PLANNING/SPECIAL PROJECTS/PUB ART FUND	-	(61,000)	(61,000)
PROGRAMMING/MKT	-	(50,000)	(50,000)
SHORELINE DRIVE PROJECT	-	(3,775,000)	(3,775,000)
JACKSON ST PIER PROJECT	-	(2,775,000)	(2,775,000)
TRANSIT CAPITAL	-	(14,000)	(14,000)
DATA PROCESSING	-	(100,000)	(100,000)
CITY HALL RELOCATION	-	(73,000)	(73,000)
PAPER DISTRICT	-	(35,000)	(35,000)
WAYFINDING/LANDING PROJECTS	-	195,000	195,000
AMTRACK STATION UPGRADES	-	(5,000)	(5,000)
JUSTICE CENTER	-	(157,000)	(157,000)
FLEET MAINTENANCE	-	(5,000)	(5,000)
CAPITAL PROJECTS FUND	(28,000)	(9,423,590)	(9,451,590)
TAX INCREMENT FUND	-	(20,000)	(20,000)
PP REMOVAL UNSAFE BLDGS	-	(11,000)	(11,000)
RENTAL REGISTRATION FEE	(33,000)	(46,000)	(79,000)
INSPECTION FEE	-	3,000	3,000
SPECIAL ASSESSMENT FUND	(33,000)	(54,000)	(87,000)
FIRE STA. #1 RELOCATION	-	(10,000)	(10,000)
LIBRARY LEVY	-	(2,000)	(2,000)
BOND RETIREMENT FUND	0	(12,000)	(12,000)
URBAN RENEWAL TEMP REV BOND FUND	-	(1,000)	(1,000)
SPECIAL ASMNT BOND RETIREMENT FUND	-	(5,300)	(5,300)
CAO	(15,000)	(4,500)	(19,500)
BIWW FILTRATION PLANT	(99,000)	(208,000)	(307,000)
WATER DISTRIBUTION DEPT	(263,000)	(41,000)	(304,000)
CAP PLAN & PROJECT	-	(83,480)	(83,480)
ADMINISTRATIVE SUPPORT	(27,000)	(66,000)	(93,000)
BIWW BUILDING IMPROVEMENTS	-	(21,000)	(21,000)
PAC & BAY INTAKE REPLACEMENT	-	(50,000)	(50,000)
HEALTH & SAFETY GRANT PROGRAM	-	(80,000)	(80,000)
EQUIPMENT REPLACEMENT	-	(54,000)	(54,000)
CEDAR POINT WATERLINE	-	(19,000)	(19,000)
GENERAL PLAN & WEST SIDE UTILITY	-	(46,000)	(46,000)
SHELDON'S MARSH INTAKE	-	(50,000)	(50,000)
SHORELINE DR	-	(747,000)	(747,000)
JACKSON ST PIER	-	(180,000)	(180,000)
WEST SIDE CONNECTIVITY	-	(52,000)	(52,000)
CAPITAL OUTLAY	-	(460,000)	(460,000)
WATER FUND	(404,000)	(2,161,980)	(2,565,980)
CAO	(19,000)	-	(19,000)
WATER POLLUTION CONTROL PLANT	(433,000)	(170,000)	(603,000)
SEWER MAINTENANCE DEPT	(369,000)	(110,000)	(479,000)
ADMINISTRATIVE SUPPORT	(29,000)	(17,000)	(46,000)
STORM WATER	-	(958,000)	(958,000)
WPC BUILDING IMPROVEMENTS	-	(34,000)	(34,000)
HEALTHY & SAFETY GRANT PROGRAMS	-	(95,000)	(95,000)
LIFT & PUMP STATIONS	-	220,000	220,000
EQUIPMENT REPLACEMENT	-	(300,000)	(300,000)
GENERAL PLAN & WEST SIDE UTILITY	-	(44,000)	(44,000)

PAGE 5 - ORDINANCE NO. _____

SHORLINE DR	-	(740,000)	(740,000)
VENICE RD PUMP STATION	-	(460,000)	(460,000)
WEST SIDE CONNECTIVITY	-	(20,000)	(20,000)
JACKSON ST PIER	-	(400,000)	(400,000)
CAPITAL OUTLAY	-	(205,000)	(205,000)
SEWER FUND		(850,000)	(3,333,000)
			(4,183,000)
INTERNAL SERVICE FUND	-	(400,000)	(400,000)
POLICE	-	(5,000)	(5,000)
CONTRABAND TRUST FD	-	(52,000)	(52,000)
DRUG LAW ENFORCEMENT TRUST	-	(13,000)	(13,000)
FED FORFEITURE		(10,000)	(10,000)
FIRE	-	(4,000)	(4,000)
GREEN TRUST	-	(2,000)	(2,000)
FRIENDS OF THE GREENHOUSE	-	(3,000)	(3,000)
SAILING CLUB SCHOLARSHIP	-	(10,000)	(10,000)
SKATE PARK	-	(3,500)	(3,500)
UNCLAIMED FUNDS	-	(500)	(500)
GENERAL TRUST FUND		0	(103,000)
			(103,000)
SHORELINE PARK IMPR	-	(500)	(500)
WASHINGTON PARK & GREENHOUSE	-	(500)	(500)
RED WAGON TRUST	-	(500)	(500)
FRED EPPLE TRUST	-	(500)	(500)
PARK ENDOWMENT FUND		0	(2,000)
			(2,000)
OAKLAND CEMETERY DEPT	(4,000.00)	(5,000)	(9,000)
CHAPEL RESTORATION	-	(1,000)	(1,000)
GARDEN MAUSOLEUM	-	(2,000)	(2,000)
PERPETUAL CARE	-	(1,000)	(1,000)
SPECIAL CARE	-	(1,500)	(1,500)
MEMORIAL PLANTINGS	-	(1,000)	(1,000)
RIDGEVIEW COLUMBARIUM	-	(8,000)	(8,000)
CEMETERY ENDOW FUND		(4,000)	(19,500)
			(23,500)
STATE PATROL TRANSFER FD	-	(27,000)	(27,000)
BATTERY PARK MARINA	-	8,000	8,000
AGENCY 880/881	-	(19,000)	(19,000)
TOTAL ALL FUNDS	(3,872,800)	(16,444,361)	(20,317,161)

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

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

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

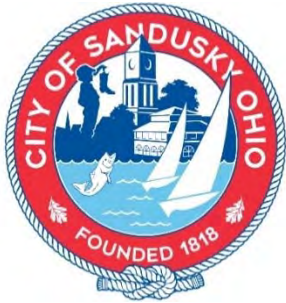
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

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

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

Passed: December 20, 2019



FINANCE DEPARTMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5849
www.ci.sandusky.oh.us

TO: Eric L. Wobser, City Manager
FROM: Sally A. Martin, Acting Finance Director
DATE: December 12, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

I am submitting an ordinance approving Temporary Appropriations for 2020.

BUDGETARY INFORMATION:

This action will establish a budget for operations until the annual appropriations can be approved after the second Monday in January 2020. The City Charter prohibits the City from enacting the 2020 budget before January 13, 2020.

ACTION REQUESTED:

It is requested that the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter. This will establish a temporary operating budget for 2020 until the City Commission passes an Appropriation Ordinance in accordance with Section 51 of the City Charter.

CC: Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE TO MAKE TEMPORARY APPROPRIATIONS FOR THE MONTHS OF JANUARY, FEBRUARY AND MARCH 2020, AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to establish an Operating Budget for 2020 until the City Commission passes an Appropriation Ordinance which may not be passed before the second Monday in January of each budget year as required by Section 51 of the City Charter; and

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

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

Section 1. There shall be and hereby are appropriated out of any funds now in the treasury or any accruing revenues of the City available for said purposes at the values set forth herein below for the payment of the expenses and obligations of the City during the months of January, February and March 2020, for the various purposes hereinafter specified.

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
POLICE PATROL	841,500	91,663	933,163
POLICE RECORDS	163,200	57,720	220,920
POLICE RESERVES	20,400	1,000	21,400
FIRE	1,122,000	108,750	1,230,750
STREET LIGHTING	0	63,750	63,750
OAKLAND CEMETERY	71,400	22,525	93,925
COMMUNITY DEVELOPMENT	90,000	13,710	103,710
ECONOMIC DEVELOPMENT	140,000	40,275	180,275
BUILDING DIVISION	71,400	18,788	90,188
HORTICULTURAL SERVICES	204,000	131,925	335,925
JACKSON ST PIER	0	500	500
CITY MANAGER	61,200	14,838	76,038
ADMINISTRATIVE SERVICES	30,600	11,807	42,407
FINANCE	35,700	5,843	41,543
INCOME TAX	10,200	108,431	118,631

PAGE 2 - ORDINANCE NO. _____

DATA PROCESSING CENTER	35,700	104,190	139,890
LAW	71,400	10,305	81,705
CITY COMMISSION	6,120	2,271	8,391
CITY COMMISSION CLERK	25,500	328	25,828
MUNICIPAL COURT	183,600	13,500	197,100
BUILDING MAINTENANCE	76,500	104,650	181,150
ENGINEERING	81,600	15,808	97,408
FLEET MAINTENANCE	66,300	32,000	98,300
ADMINISTRATIVE SUPPORT	0	246,000	246,000
TRANSFERS:			
STREET FUND	0	0	0
TRANSIT FUND	0	77,750	77,750
PARKS & RECREATION FUND	0	101,718	101,718
POLICE PENSION FUND	0	134,079	134,079
CAPITAL ECONOMIC DEV FUND	0	125,000	125,000
CAPITAL COMMUNITY DEV FUND	0	75,000	75,000
CAPITAL PUBLIC WORKS FUND	0	375,000	375,000
FIRE PENSION FUND	0	180,672	180,672
RESURFACING PROJECT	0	1,000,000	1,000,000
GENERAL FUND	3,408,320	3,289,796	6,698,116
STREETS	178,500	500,000	678,500
SNOW & ICE REMOVAL	0	17,500	17,500
TRAFFIC & ELECTRICAL MNTC	76,500	51,500	128,000
STREET FUND	255,000	569,000	824,000
2019 PUBLIC TRANSIT FUND	5,100	150,000	155,100
2020 PUBLIC TRANSIT FUND	25,500	859,225	884,725
TRANSIT FUND	30,600	1,009,225	1,039,825
MARINA	0	12,138	12,138
PAVILION	5,100	575	5,675
MILLS CREEK GOLF COURSE	25,500	32,450	57,950
RECREATION DEPARTMENT	30,600	46,018	76,618
BOAT LAUNCH RAMP	0	7,458	7,458
PARKS & RECREATION FUND	61,200	98,639	159,839
FIRE PENSION FUND	204,000	750	204,750
POLICE PENSION FUND	178,500	750	179,250
LANDBANK	0	10,000	10,000
CHIP GRANT	0	50,000	50,000
STATE GRANTS FUND	0	60,000	60,000
POLICE JAG	0	1,000	1,000
POLICE BULLETPROOF VESTS	0	1,000	1,000

HUD CDBG	61,200	150,000	211,200
FEDERAL GRANTS FUND	61,200	152,000	213,200
INDIGENT DRIVER ALCOHOL TRT FUND	0	10,000	10,000
COURT COMPUTER FUND	5,100	5,000	10,100
INDIGENT TELEPHONE FUND	0	1,000	1,000
COURT PROBATION FUND	0	5,000	5,000
EMS	20,400	500,000	520,400
COMMUNITY DEVELOPMENT	0	75,000	75,000
ECONOMIC DEVELOPMENT	0	125,000	125,000
PUBLIC WORKS	0	375,000	375,000
CAPITAL PROJECTS FUND	20,400	1,075,000	1,095,400
PP REMOVAL UNSAFE BLDGS	0	5,000	5,000
NUISANCE REMOVAL	1,020	5,000	6,020
RENTAL REGISTRATION FEE	40,800	20,000	60,800
INSPECTION FEE	1,020	5,000	6,020
ADMIN FEE	1,020	5,000	6,020
SPECIAL ASSESSMENT FUND	43,860	40,000	83,860
CAO	51,000	11,538	62,538
BIWW FILTRATION PLANT	306,000	343,300	649,300
WATER DISTRIBUTION DEPT	183,600	127,000	310,600
ADMINISTRATIVE SUPPORT	178,500	150,832	329,332
DEBT SERVICE-BASIC UTIL	0	900,000	900,000
WATER FUND	719,100	1,532,670	2,251,770
CAO	51,000	11,538	62,538
WATER POLLUTION CONTROL PLANT	331,500	386,650	718,150
SEWER MAINTENANCE DEPT	204,000	140,750	344,750
ADMINISTRATIVE SUPPORT	178,500	130,797	309,297
STORM WATER	0	48,375	48,375
DEBT SERVICE-BASIC UTIL	0	1,750,000	1,750,000
SEWER FUND	765,000	2,468,110	3,233,110
INTERNAL SERVICE FUND	0	1,000,000	1,000,000
POLICE	0	1,000	1,000
CONTRABAND TRUST FD	0	1,000	1,000
FIRE	0	1,000	1,000
GREEN TRUST	0	1,000	1,000
FRIENDS OF THE GREENHOUSE	0	500	500

SAILING CLUB SCHOLARSHIP	0	500	500
PARK TRUST	0	500	500
UNCLAIMED FUNDS	0	250	250
GENERAL TRUST FUND	0	5,750	5,750
SHORELINE PARK IMPR	0	250	250
WASHINGTON PARK & GREENHOUSE	0	250	250
RED WAGON TRUST	0	250	250
FRED EPPLE TRUST	0	250	250
PARK ENDOWMENT FUND	0	1,000	1,000
OAKLAND CEMETERY DEPT	0	500	500
CHAPEL RESTORATION	0	500	500
GARDEN MAUSOLEUM	0	500	500
PERPETUAL CARE	0	500	500
SPECIAL CARE	0	500	500
MEMORIAL PLANTINGS	0	500	500
RIDGEVIEW COLUMBARIUM	0	500	500
CEMETERY ENDOW FUND	0	3,500	3,500
STATE PATROL TRANSFER FD	0	1,000	1,000
TOTAL ALL FUNDS	5,752,280	11,328,190	17,080,470

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

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

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

Section 5. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

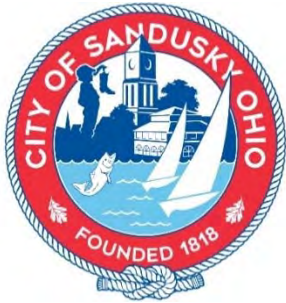
Section 7. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: December 20, 2019



FINANCE DEPARTMENT

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TO: Eric L. Wobser, City Manager
FROM: Sally A. Martin, Acting Finance Director
DATE: December 12, 2019
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

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

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

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

BUDGETARY INFORMATION:

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

ACTION REQUESTED:

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

CC: Trevor Hayberger, Law Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE PAYROLL STABILIZATION FUND; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the Finance Director to establish a special revenue fund designed as the "Payroll Stabilization Fund" by Resolution No. 035-10R, passed on October 12, 2010; and

WHEREAS, the Payroll Stabilization Fund was established pursuant to Ohio Revised Code Section 5703.13 (B) and in accordance with this section, the taxing authority, by Resolution or Ordinance, may transfer money to the special revenue fund from any other fund of the subdivision from which such payments may lawfully be made; and

WHEREAS, approval is requested to transfer funds from the General Fund to the Payroll Stabilization Fund in the amount of \$400,000.00; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order complete the transfer of funds before the end of the 2019 calendar year; and

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

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

Section 1. This City Commission approves and authorizes the transfer of funds from the General Fund to the Payroll Stabilization Fund in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

Section 2. 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 3. 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 4. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

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

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

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