



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
FEBRUARY 10, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	Wes Poole
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	W. Poole, B. Harris, D. Murray, D. Brady, N. Twine, M. Meinzer & D. Waddington
<b>APPROVAL OF MINUTES</b>	January 27, 2020
<b>AUDIENCE PARTICIPATION</b>	
<b>PRESENTATION</b>	<b>Abbey Bemis, Director</b> Erie County Economic Development Corporation - 2019 Year in Review <b>Michelle Johnson, Environmental Design Group</b> The Landing Park Project
<b>PUBLIC HEARING</b>	<b>Amendment to Zone Map</b>
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

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**CONSENT AGENDA ITEMS**

**SECOND READING**

**A. Submitted by John Orzech, Police Chief**

**ANNUAL SUBSCRIPTION COST FOR LEXIPOL FOR SANDUSKY POLICE DEPARTMENT**

**Budgetary Information:** The total cost for the annual subscription costs with Lexipol is \$13,923. The cost of the annual subscription will be paid from the Police Department's operating budget.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing payment to Lexipol, LLC of Frisco, Texas, for the annual subscription fee for policy manual updates and daily training bulletin services for the period of April 1, 2020 through March 31, 2021.

**B. Submitted by Todd Gibson, Facilities & Properties Supervisor**

**AUTHORIZATION TO DISPOSE OF PROPERTY VIA INTERNET SALES FOR CY 2020**

**Budgetary Information:** The city is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed declaring the intent of the City of Sandusky to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for city use through internet auctions during calendar year 2020; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Matt Lasko, Chief Development Officer**

**CHANGE ORDER FOR CAMP STREET DEMOLITION (DEDUCT ONLY)**

**Budgetary Information:** The total deduction of all items included in this Change Order is \$14,292.50. These funds will remain within the CDBG fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to approve the first Change Order for work performed by Ed Burdue & Co., LLC, of Sandusky, Ohio, for the CDBG FY 2019 demolition project #1; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**REGULAR AGENDA ITEMS**

**FIRST READING**

**ITEM #1 – Submitted by Greg Voltz, Planner**

**\*\*\*\*\* IF ITEM 1A (BELOW) IS APPROVED, ITEM 1B WILL NOT BE INTRODUCED. \*\*\*\*\***

**AMENDMENT TO ZONE MAP FOR PARCELS LOCATED ON EAST WASHINGTON STREET**

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

**ORDINANCE TO APPROVE ZONING CHANGE**

**A. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending the official zone map of the City of Sandusky to expand the transient occupancy overlay district to include Parcel No's 56-01177.000, 56-00647.000, 56-01241.000 and 56-00912.000 located at 623, 627, 629 and 631 East Washington Street; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

ORDINANCE TO DENY ZONING CHANGE

**B. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed disapproving the recommendation of the Planning Commission to amend the official zone map of the City of Sandusky to expand the transient occupancy overlay district to include Parcel No’s. 56-01177.000, 56-00647.000, 56-01241.000 and 56-00912.000 located at 623, 627, 629 and 631 East Washington Street; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the city charter.

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

**AGREEMENT WITH ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (EDC)**

**Budgetary Information:** The city will provide the Erie County EDC \$30,000 from the general fund in 2020 for services rendered and programs offered. The \$30,000 is to be paid to Erie County EDC quarterly in 2020 with payments to occur on or around March 31, June 30, September 30 and December 1 of 2020.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with the Erie County Economic Development Corporation for certain economic development and marketing services for calendar year 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by John Storey, Economic Development Specialist**

**LEASE AGREEMENT WITH LAKE ERIE ISLAND CRUISES FOR THE GOODTIME ON THE JACKSON STREET PIER**

**Budgetary Information:** The Goodtime will be responsible for making lease payments to the city totaling \$3,000 annually for the years 2020 – 2024 (due in equal installments no later than June 30 and August 31 each calendar year). During the renewal term beginning in 2025 and ending in 2027, the Goodtime will be responsible for making annual lease payments to the city of \$15,500 annually. All proceeds derived from lease payments are to be deposited into the general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a five year lease agreement with Lake Erie Island Cruises, LLC, (aka the Goodtime) for primary use of a portion of the dock facilities located on the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #4 – Submitted by John Storey, Economic Development Specialist**

**GRANT AGREEMENT WITH LAKE ERIE ISLAND CRUISES, LLC**

**Budgetary Information:** The city will be responsible for providing a total of \$15,000 in grant proceeds from the economic development capital projects fund on a reimbursable basis at the completion of the project.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving a grant in the amount of \$15,000 through the small business assistance grant program to Lake Erie Island Cruises, LLC in relation to a food and beverage operation at the ticket house on the Jackson Street Pier; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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

**CHANGE ORDER #1 WITH DONLEY, INC. FOR THE JACKSON STREET PIER PROJECT**

**Budgetary Information:** The original contract with Donley’s, per Ordinance 18-193 was \$7,865,993. If approved, the contract would be increased by \$178,693 to a total of \$8,044,686. The information below shows the original costs, updated costs and proposed funding sources. Individual funding allocations for each proposed additional work item is included in the description of the additional work described:

FUNDING SOURCE	ORIGINAL CONTRACT	CHANGE ORDER	UPDATED CONTRACT
OWDA, sewer fund, storm*	\$349,542.00		\$349,542.00
OWDA, water fund*	476,580.00		476,580.00
OWDA, sewer fund, sanitary*	166,585.00		166,585.00
CDBG (RLF)	210,157.00		210,157.00
Capital fund (Chesapeake TIF)	4,543,136.00	-182,007.00	4,361,129.00
State of Ohio*	70,000.00		70,000.00
Private donation (Hogrefe)	50,000.00		50,000.00
Private donation	1,500,000.00	182,000.00	1,682,000.00
Private donation (Owen Sound)	499,993.00	7.00	500,000.00
Program/Marketing funds (Issue 8)		148,693.00	148,693.00
Private donation (Joe Lamb)	.00	15,000.00	15,000.00
ECIC appropriation	.00	15,000.00	15,000.00
TOTAL	\$7,865,993.00	\$178,693.00	\$8,044,686.00

*\*The OWDA loans were approved via Ordinance 18-218. Acceptance of the State of Ohio grant was approved via Ordinance 001-20R. The Economic Development Incentive Committee appropriation will be presented to the City Commission for a vote under separate legislation on February 10, 2020.*

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed authorizing and directing the City Manager to approve the first Change Order for work being performed by Donley's, Inc., of Cleveland, Ohio, for the Jackson Street Pier rehabilitation project in the amount of \$178,693; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #6 - Submitted by Rick Wilcox, Fire Chief**

**DISPOSAL OF 2002 AMBULANCE AND PURCHASE OF 2021 AMBULANCE FROM HORTON EMERGENCY VEHICLES FOR THE FIRE DEPARTMENT**

**Budgetary Information:** The total amount for the 2021 Medium Duty Freightliner ambulance purchase is \$302,497.92. This purchase will be paid with monies from the EMS fund.

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed declaring a 2002 medium duty freightliner ambulance, VIN #1FVACWCTX4HN0N139 as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to enter into an agreement for the purchase of a 2021 Medium Duty Freightliner ambulance through the State of Ohio Cooperative Purchasing program from Horton Emergency Vehicles of Grove City, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #7 - Submitted by Jane Cullen, Assistant City Engineer**

**PROPERTY ACQUISITION CONTRACT WITH BEN B. AND MARY J. BAILEY FOR WEST SIDE UTILITY & CONNECTIVITY PROJECT**

**Budgetary Information:** The total cost for acquisition of 0.112 acres of Parcel No. 60-00662.000 is \$8,538.25. The city will pay \$2,846.09 to Ben B. Bailey, Trustee, \$2,846.08 to Mary J. Bailey, Trustee, and \$2,846.08 to Mark A. Bailey. The total amount is not to exceed \$8,538.25 which will be paid through the water fund. This amount was negotiated and agreed upon with the property owners through the city's real estate appraisers and negotiator, O.R. Colan.

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for sale and purchase of real property with Ben B. Bailey, Trustee, Mary J. Bailey, Trustee, and Mark A. Bailey, for a portion of Parcel No. 60-00662.000 located at 3811 Venice Road, Sandusky, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #8 - Submitted by Jane Cullen, Assistant City Engineer**

**PROPERTY ACQUISITION CONTRACT WITH TOFT DAIRY, INC. FOR WEST SIDE UTILITY & CONNECTIVITY PROJECT**

**Budgetary Information:** In lieu of payment for the acquisition of 0.236 acres of Parcel No. 60-00662.000, the city will have Speer Brothers, the contractor for the west side utility and connectivity construction project install a 6" service connection to the existing 16' water main on Venice Road and to increase the size of their existing 4" water service tap to a 6" tap. The cost for these improvements is included in the construction contract. This offer was negotiated and agreed upon with the property owners through the city's real estate appraisers and negotiator, O.R. Colan and the Public Works staff.

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract for the sale and purchase of real property with Toft Dairy, Inc., for a portion of Parcel No. 60-00568.000, located at 3717 Venice Road, Sandusky, for the west side utility and connectivity improvements project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #9 - Submitted by Jane Cullen, Assistant City Engineer**

**CONTRACT WITH SMITH CONCRETE FOR 2020 SAFE ROUTES TO SCHOOLS PROJECT**

**Budgetary Information:** The cost of the construction contract is \$177,770.50 and will be 100% funded with Federal Highway Administration funds through the Ohio Department of Transportation.

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with D.L. Smith Concrete, LLC, of Norwalk, Ohio, for the Safe Routes to School Sandusky Middle School project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #10 - Submitted by Aaron Klein, Director of Public Works**

**CHANGE ORDER #1 WITH BARNES NURSERY FOR STRATEGIC TREE PLANTING CONTRACT**

**Budgetary Information:** The original contract with Barnes Nursery was \$86,478.55. The estimated cost for the first Change Order for an additional 94 trees is \$36,697.50 for a revised contract cost of \$123,176.05. The additional \$36,697.50 will initially be paid with city funds and then reimbursed through the GLRI grant, funded one hundred percent by the U.S. EPA as the city's grant obligation of \$25,000 has already been paid with storm water funds from the sewer fund.

**ORDINANCE NO. \_\_\_\_\_** : It is requested an ordinance be passed authorizing and directing the City Manager to approve the first Change Order for work to be performed by Barnes Nursery, Inc., of Huron, Ohio, for the runoff reduction through strategic tree planting project in the amount of \$36,697.50; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye Broadband broadcasts on Channel 76:**

Monday, February 10 at 8:30 p.m.

Tuesday, February 11 at 5 p.m.

Monday, February 17 at 8:30 p.m.

**Online:**

**[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us) – Click “Play”** 

**LEGAL NOTICE**  
**CITY OF SANDUSKY CITY COMMISSION**  
**NOTICE OF PUBLIC HEARING**

THE CITY OF SANDUSKY, OHIO CITY COMMISSION WILL CONDUCT A PUBLIC HEARING DURING THE COURSE OF THEIR MEETING ON MONDAY, FEBRUARY 10, AT 5 P.M. IN THE CITY COMMISSION CHAMBERS, CITY HALL, 240 COLUMBUS AVENUE, SANDUSKY, OHIO TO CONSIDER THE FOLLOWING:

AN APPLICATION FOR AN AMENDMENT TO THE ZONING MAP HAS BEEN FILED BY MCGOOKEY PROPERTIES LLC FOR THE FOLLOWING PARCEL NUMBERS FRONTING EAST WASHINGTON STREET:

- 56-01177.000 E WASHINGTON STREET (623 E WASHINGTON STREET)
- 56-00647.000 E WASHINGTON STREET (627 E WASHINGTON STREET)
- 56-01241.000 E WASHINGTON STREET (629 E WASHINGTON STREET)
- 56-00912.000 E WASHINGTON STREET (631 E WASHINGTON STREET)

THE APPLICANT HAS REQUESTED TO EXPAND THE COVE DISTRICT TRANSIENT OVERLAY DISTRICT TO INCLUDE THESE PARCELS. THE UNDERLYING ZONING WILL REMAIN "R2F" - TWO-FAMILY RESIDENTIAL.

FURTHER DETAILS AND INFORMATION WITH RESPECT TO THE ABOVE MAY BE OBTAINED DURING NORMAL BUSINESS HOURS (MONDAY THROUGH FRIDAY, 8 A.M. TO 5 P.M. FROM THE PLANNING DEPARTMENT, CITY HALL, 240 COLUMBUS AVENUE, SANDUSKY, OHIO, 419.627.5973.

ALL PERSONS INTERESTED IN OR AFFECTED BY THIS REQUEST WILL HAVE THE RIGHT AND OPPORTUNITY TO BE HEARD AT THIS MEETING.

GREG VOLTZ  
SANDUSKY PLANNING COMMISSION



## CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5863  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**TO:** Eric Wobser, City Manager

**FROM:** John Orzech, Police Chief

**DATE:** January 15, 2020

**RE: Commission Agenda Item**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to make payment for the annual subscription costs to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,923.

**BACKGROUND INFORMATION:** The Sandusky Police Department had worked in the past on updating policies to CALEA (The Commission on Accreditation for Law Enforcement Agencies) Standards. This process was taking place back in 1997 and 1998. Policies need continuous monitoring and updating due to Case Law and best practices.

Lexipol policies and software have been implemented in police departments throughout the country. Lexipol has provided proven defensible policies since being founded in 2003. Additionally, within the software, officers will be required to complete Daily Training Bulletins on policies in place that total about thirty a month. Documentation will be available to depict that officers have acknowledged the policies and each time the policy is updated the officers must acknowledge the changes. The Sandusky Police Department will also be able to provide documentation that the Daily Training Bulletins were completed by each officer of the department. The Daily Training Bulletins can be used as continuing education credits through the State of Ohio and the policies are reflective of the Ohio Collaborative Initiative.

In 2018, the City Commission under Ordinance #18-073 approved the expenditure of funds for full implementation of the policy and procedures and annual subscription costs for the project with Lexipol. Full implementation of the policy and procedure manual has been accomplished.

**BUDGETARY INFORMATION:** The total cost for the annual subscription costs with Lexipol is \$13,923. The costs of the annual subscription will be paid from the police departments operating budget.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to make payment to Lexipol: Lexipol, LLC 2801 Network Blvd., suite 500 Frisco TX., 75034 in the amount of \$13,923. **Approved:**

**I concur with this recommendation:**

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John Orzech, Police Chief

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Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director

Trevor Hayberger, Law Director





Lexipol, LLC  
2801 Network Blvd. Suite 500  
Frisco, TX 75034

# Invoice

Date	Invoice #
3/1/20	32552

Bill To
Sandusky Police Department Attn: Accounts Payable 222 Meigs St Sandusky, OH 44870

Terms	Due Date
Net 30	3/31/20

Description	
The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base. Law Enforcement Procedure Manual Online Annual Subscription 04/01/2020 - 03/31/2021 \$13,923	
Pricing Includes 5% Discount	<b>Total</b> \$13,923.00
Phone #	844-312-9500
Email	receivables@lexipol.com
NOTICE: LEXIPOL HAS A NEW MAILING ADDRESS AS OF JUNE 18, 2018. Please change the address and remit payment to: Lexipol LLC, 2801 Network Blvd. Suite 500, Frisco, TX 75034	

# CERTIFICATE OF FUNDS

**In the Matter of:**

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: 1/21/2020**

**By:**

**Michelle Reeder**

## Finance Director

**Account #:**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO LEXIPOL, LLC OF FRISCO, TEXAS, FOR THE ANNUAL SUBSCRIPTION FEE FOR POLICY MANUAL UPDATES AND DAILY TRAINING BULLETIN SERVICES FOR THE PERIOD OF APRIL 1, 2020, THROUGH MARCH 31, 2021.**

**WHEREAS**, since 1997, the Police Department has worked on updating policies to CALEA (the Commission on Accreditation for Law Enforcement Agencies) Standards and due to continual new case law and best practices, needs constant monitoring and updating; and

**WHEREAS**, Lexipol, LLC is a provider of defensible policies and training for public safety organizations, delivering services through a unique, web-based development system with state-specific policy manuals, regular policy updates and daily scenario based training against policy; and

**WHEREAS**, Lexipol's Policy Management Software provides more than 150 policies based on federal and state statutes, case law, regulations, and best practices and the policy manual is written by legal and public safety professionals who constantly monitor major court decisions, legislation and emerging trends affecting the industry and provides regular updates in response to legislative mandates, case law and the evolution of best practices; and

**WHEREAS**, this City Commission approved an agreement with Lexipol, LLC for the implementation and annual subscription for Policy Management Software to be used by the Police Department by Ordinance No. 18-073, passed on March 26, 2018; and

**WHEREAS**, the annual subscription fee includes policy manual updates, 24/7 access to Knowledge Management System for updates and editing, and unique scenario daily training bulletins and testing data base; and

**WHEREAS**, the total cost for the annual subscription is \$13,923.00 and will be paid with funds from the Police Department's operating budget; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Police Department, 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. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Lexipol, LLC, of Frisco, Texas, in an amount **not to exceed** Thirteen Thousand Nine Hundred twenty Three and 00/100 Dollars (\$13,923.00) for the annual subscription fee for policy

manual updates and daily training bulletin services for the period of April 1, 2020, through March 31, 2021.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020 (effective after 30 days)



## DEPARTMENT OF PUBLIC WORKS

### *Division of Facilities & Properties*

1024 Cement Avenue  
Sandusky, Ohio 44870  
419.627.5884  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Todd Gibson, Facilities & Properties Supervisor

DATE: January 29, 2020

SUBJECT: **Commission Agenda Item – Permission to Participate in Internet Sales in CY 2020**

**ITEM FOR CONSIDERATION:** It is requested that the City Commission approve legislation declaring the City's intent to sell unneeded vehicles, equipment and other assets, through the use of public internet auction for the calendar year 2020.

**BACKGROUND INFORMATION:** Ohio Revised Code, Section 721.15 (D) requires the adoption of a resolution expressing the intent of the City of Sandusky to sell unneeded property by internet auction during each calendar year. Each item shall be offered for sale for a minimum of ten (10) calendar days and shall be paid for as described in the "Online Sales Terms and Conditions of the City of Sandusky" (Exhibit A). Shipping and delivery costs shall be the responsibility of the purchaser. Representatives for the City will be designated by the City Manager or Director of Public Works as needed. Internet auctions shall be conducted by using Govdeals.com, Propertyroom.com, Assetnation.com, eBay.com Government Surplus or other such websites, that are found to be most effective and efficient in disposing of the items at the best price obtainable. The items will be designated for disposal by the division head and subsequently approved as unnecessary and unfit for City use by the City Commission. The City's website will be a link for the Public to participate in the auction process.

**BUDGET IMPACT:** The City is responsible for the disposal of unneeded property to promote operational efficiency. Using public internet auction for the disposal of unneeded items will generate more revenue and make items available to a larger community of potential buyers. Proceeds from sales will be deposited into the account of the department financially responsible for the assets.

**ACTION REQUESTED:** It is requested that legislation be approved, authorizing the disposal of the vehicles, equipment and other assets through the use of public internet auction. It is further requested this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to begin conducting sales through internet auctions at the earliest opportunity.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANDUSKY TO DISPOSE OF PERSONAL PROPERTY AND EQUIPMENT AS HAVING BECOME OBSOLETE, UNNECESSARY OR UNFIT FOR CITY USE THROUGH INTERNET AUCTIONS DURING THE CALENDAR YEAR 2020; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Ohio Revised Code Section 721.15(D), the City is required to adopt a Resolution, during each calendar year, expressing its intent to sell personal property that has become unneeded, obsolete or unfit for municipal purposes by internet auction; and

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

**WHEREAS**, the internet auctions will be conducted in accordance to the City's online sales terms and conditions and each item shall be offered for sale for a minimum of ten (10) calendar days including Saturday, Sunday, and legal Holidays; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to begin conducting sales through internet auctions at the earliest opportunity; and

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

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

Section 1. This City Commission hereby declares its intent to use internet auctions as a means to dispose of personal property that this Commission declares obsolete, unnecessary or unfit for City use pursuant to Section 25 of the City Charter for the period of January 1, 2020, through December 31, 2020.

Section 2. This City Commission authorizes and directs the City Manager or designee to conduct the internet auctions in accordance to the City's on-line sales terms and conditions, a copy of which is on file in the office of the Director of Public Works and attached to this Resolution, marked Exhibit "A", and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being

consistent with the objectives and requirements of this Resolution.

Section 3. The Clerk of the City Commission be and is hereby directed to publish notice of the City's intent to dispose of personal property and equipment as having become obsolete, unnecessary or unfit for City use through internet auctions pursuant to Ohio Revised Code Section 721.15(D).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020



**City of Sandusky  
Sandusky, Ohio  
Online Sales - Terms and Conditions  
01/01/2020**

**All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.**

**Guaranty Waiver.** All assets are offered for sale **“AS IS, WHERE IS.”** Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** or any other internet auction host from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from **GovDeals** or where it applies with any other internet auction websites.

**Buyers Premium.** If a Buyer's Premium if applicable, is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover
- U. S. Currency
- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds)

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on **GovDeals** or where it applies to any other internet auction host website. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.





## COMMUNITY DEVELOPMENT

Matthew D. Lasko  
Chief Development Officer  
[mlasko@ci.sandusky.oh.us](mailto:mlasko@ci.sandusky.oh.us)

240 Columbus Avenue  
Sandusky, Ohio 44870  
419-627-5707  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Matthew D. Lasko, Chief Development Officer

Date: January 29, 2020

Subject: Commission Agenda Item – CDBG FY2019 Demolition Project #1 – Change Order #1.

**Item for Consideration:** Ordinance authorizing and directing the City Manager to approve Change Order #1 for the demolition and asbestos abatement of various properties related to CDBG FY2019 Demolition Project #1.

**Background Information:** On October 28, 2019, the City Commission authorized the City Manager to enter into a contract with Ed Burdue & Co. (the “Company”) for asbestos abatement and demolition of five (5) properties as part of CDBG FY2019 Demolition Project #1- which included the following properties: 420-22 Camp Street, 1511 Camp Street, 807 F Street, 1017 Shelby Street and 530 Clinton Street. Shortly thereafter, the City formally entered into contract with the Company for \$67,342.50 to asbestos abate and demolish the properties.

After entering into a contract and issuing a notice to commence to the Company, the property at 1511 Camp Street was purchased via sheriff sale by the mortgage lender – First Federal Savings and Loan (the “Lender”). The Lender now desires to save the property from demolition and ultimately sell the property to a qualified party to undertake a rehabilitation of the property and has received a Judgment Entry from the Erie County Court of Common Pleas affirming their desire.

Therefore, the proposed Change Order #1 will remove the demolition of 1511 Camp Street from the previously entered into contract. The removal of 1511 Camp Street will decrease the contract amount by \$14,292.50 – now totaling \$53,050.

**Budgetary Information:** The total deduction of all items included in this Change Order #1 is \$14,292.50. These funds will remain within the CDBG Fund.

**Action Requested:** It is requested that the proper legislation be prepared to permit the City Manager to approve Change Order #1 for the asbestos abatement and demolition of various properties as part of CDBG FY2019 Demolition Project #1 with Ed Burdue & Co., 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 memorialize the withdrawal of property from demolition.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Matthew D. Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of City Commission  
Michelle Reeder, Finance Director  
Trevor Hayberger, Law Director  
Angela Byington, Planning Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & CO., LLC, OF SANDUSKY, OHIO, FOR THE CDBG FY19 DEMOLITION PROJECT #1; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY19 Demolition Project #1 by Resolution No. 019-19R, passed on May 13, 2019, which involved the asbestos abatement and demolition of seven (7) residential structures; and

**WHEREAS**, two (2) of the residential properties, located at 526 Lockwood Street and 602 Lockwood Street, were voluntarily demolished by owner; and

**WHEREAS**, the remaining five (5) residential structures that are privately owned and condemned and ordered for demolition by the City or the Housing Appeals Board and are located at 420-422 Camp Street, 530 Clinton Street, 807 F Street, 1017 Shelby Street, and 1511 Camp Street; and

**WHEREAS**, this City Commission approved the awarding of the contract to Ed Burdue & Co., LLC, of Sandusky, Ohio, for work being performed for the CDBG FY19 Demolition Project #1 by Ordinance No. 19-174, passed on October 28, 2019; and

**WHEREAS**, the property at 1511 Camp Street was in foreclosure and the mortgage lender desired to save the property from demolition and ultimately sell the property to a qualified party to undertake rehabilitation of the property and a Judgment Entry was filed by the Court on November 22, 2019, affirming their desire; and

**WHEREAS**, subsequent to issuing a Notice to Commence to the contractor, the property at 1511 Camp Street was purchased by the mortgage lender through Sheriff sale on December 10, 2019; and

**WHEREAS**, this First Change Order reflects the removal of 1511 Camp Street from the list of structures contracted for demolition and deducts \$14,292.50 from the original contract; and

**WHEREAS**, the original contract with Ed Burdue & Co., LLC, was \$67,342.50, and with the **deduction** of this First Change Order in the amount of \$14,292.50, the revised contract cost is \$53,050.00 and will be paid with FY19 Community Development Block Grant (CDBG) 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 memorialize the withdrawal of property from demolition; 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 approve this First Change Order for work performed for the CDBG FY19 Demolition Project #1 and to deduct from the contract amount the sum of Fourteen Thousand Two Hundred Ninety Two and 50/100 Dollars (\$14,292.50) resulting in a revised contract cost of Fifty Three Thousand Fifty and 00/100 Dollars (\$53,050.00) with Ed Burdue & Co., LLC, of Sandusky, Ohio.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City 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.

**PAGE 3 - ORDINANCE NO. \_\_\_\_\_**

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020



## PLANNING DEPARTMENT

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Greg Voltz, Planner

**Date:** January 27, 2020

**Subject:** February 10th Commission Agenda Item –Application for an amendment to the zoning map to expand the existing Transient Occupancy Overlay District to include parcels 56-01177.000, 56-00647.000, 56-01241.000, 56-00912.000.

**Item for Consideration:** Application for an amendment to the zoning map to expand the existing Transient Occupancy Overlay District to permit transient rental for parcels 56-01177.000, 56-00647.000, 56-01241.000, 56-00912.000.

**Purpose:** The purpose of the zoning map amendment, expanding the Transient Occupancy Overlay District, is to permit the use of transient rental, in addition to all other permitted uses within the existing zoning of the listed parcels.

**Background Information:** Daniel J. McGookey has submitted an application for an amendment to the zone map. The properties located at 623, 627, 629, and 631 E. Washington Street are currently zoned as “R2F” Two-Family Residential. The applicant is proposing to expand the adjacent Transient Occupancy Overlay District, which includes properties within the Cove District and along Meigs Street and First Street, over the parcels currently zoned Two-Family Residential. The applicant has the intent of utilizing the properties for transient rentals. The underlying zoning will remain “R2F” Two-Family Residential, which means they could also be used for single or two-family permanent residences. The properties are currently owned by McGookey Properties, LLC. In 2018 Planning Commission approved a zoning amendment to create the Transient Occupancy Overlay District. At that time the applicant requested that these parcels be included, but it was too late in the process to add these requested parcels. The applicant currently owns all of the parcels proposed to be included in the overlay district, and after taking a year to evaluate the success of the Transient Occupancy Overlay District, the applicant chose to request the expansion.

At their regularly scheduled meeting, held on December 18<sup>th</sup>, 2019, Planning Commission recommended approval of the overlay district expansion. There have been several investments to properties within the existing Transient Occupancy Overlay District, and the program has been largely successful. Staff believes that allowing opportunity for this area to transient rent will assist in increasing property values by incentivizing investments in these parcels and creating a unique destination.

**Correlation to the Comprehensive Plan:**

Staff believes that this request is in line with the Zoning Code as well as the Bicentennial Vision and Strategic Plan. The Zoning Code allows for initiation of a Transient Occupancy Overlay District whenever it is deemed appropriate and in the interest of the general welfare of the City. The goal of the district is to spur investment in declining geographic areas to increase property values and maintenance of homes in areas that are close in proximity to commercial and retail areas. The Bicentennial Vision calls for residential stabilization and infill in this geographic area and the Strategic Vision calls out support of the development and rehabilitation of a variety of housing types, including short-term transient rental.

**Budgetary Impact:**

There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed amendment to the zoning map, expanding the Transient Occupancy Overlay District over the following parcels: 56-01177.000, 56-00647.000, 56-01241.000, 56-00912.000. It is requested that this ordinance take effect under Section 13 of the City Charter.

I concur with this recommendation:

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Eric Wobser  
City Manager

---

Angela Byington  
Planning Director

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





# McGookey

LAW OFFICES

**The Real Estate Lawyers**

Real Estate Success for 38 Years!

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November 15, 2019

**APPLICATION FOR ZONING MAP AMENDMENT**  
**EXPANSION OF TRANSIENT RENTAL OVERLAY DISTRICT**

This Application requests expansion of the Transient Rental Overlay District to include the first four houses on the north side of East Washington Street from the corner with Meigs Street going west, those being 623, 627, 629 & 631 E. Washington Street. The necessary information as to each parcel to support the Application is attached as a separate Exhibit; 623 being Exhibit A, 627 Exhibit B, 629 Exhibit C & 631 Exhibit D. Fifteen copies of the deed or legal description of each parcel are attached as Exhibit E-1 through E-4.

Daniel McGookey



[www.mcgookeylaw.com](http://www.mcgookeylaw.com)

225 Meigs Street - Sandusky, OH 44870

Telephone: 419-502-7223

Fax: 419-502-0044

Daniel L. McGookey

[Dmcgookey@mcgookeylaw.com](mailto:Dmcgookey@mcgookeylaw.com)

Cell: 419-271-5094

Kathryn M. Eyster

[Keyster@mcgookeylaw.com](mailto:Keyster@mcgookeylaw.com)

Tel: 419-502-7223

**PLANNING COMMISSION**

Application for Zoning Map Amendment

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

**APPLICANT/AGENT INFORMATION:**

Property Owner Name:

McGookey Properties, LLC

Property Owner Address:

225 Meigs StSandusky, Oh 44870

Property Owner Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com

Authorized Agent Name:

Daniel McGookey

Authorized Agent Address:

225 Meigs StSandusky, Oh 44870

Authorized Agent Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com**LOCATION AND DESCRIPTION OF PROPERTY:**Municipal Street Address: 623 E. Washington St, Sandusky,

Legal Description of Property (check property deed for description):

Oh 44870see attachedParcel Number: 56-01177.000 Zoning District: R2F

**DETAILED SITE INFORMATION:**

Land Area of Property: 5166 SF (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 1242 (in sq. ft.)

Building #2: \_\_\_\_\_

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

Total Building Coverage (as % of lot area): 24%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

1242 SF RESIDENTIAL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 1

Number of Off-Street Parking Spaces Provided: 3

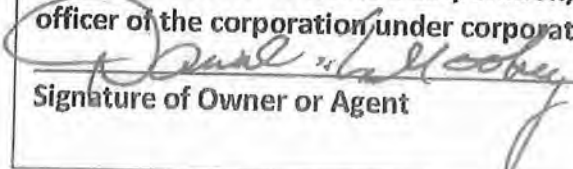
Parking Area Coverage (including driveways): 1720 (in sq. ft.)

Landscaped Area: 2204 (in sq. ft.)

Requested Zoning District Classification: Transient Rental Overlay

**APPLICATION AUTHORIZATION:**

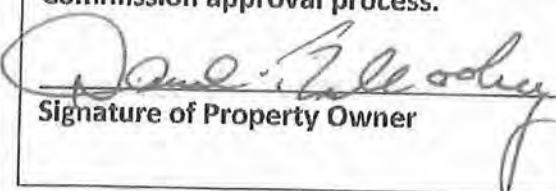
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

  
Signature of Owner or Agent

11/10/19  
Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 623 E. Washington St (municipal street address of property), I hereby authorize Daniel McBeskey to act on my behalf during the Planning Commission approval process.

  
Signature of Property Owner

11/10/19  
Date

**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property  
1 copy of the deed or legal description for property  
\$300.00 application fee

**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_



## Erie County GIS



### Notes

623 Washington

**PLANNING COMMISSION****Application for Zoning Map Amendment**

Department of Planning  
 240 Columbus Ave  
 Sandusky, Ohio 44870  
 419.627.5891  
 www.cityofsandusky.com

**APPLICANT/AGENT INFORMATION:**

Property Owner Name:

McGookey Properties, LLC

Property Owner Address:

225 Meigs St.Sandusky, Oh 44870

Property Owner Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com

Authorized Agent Name:

Daniel McGookey

Authorized Agent Address:

225 Meigs StSandusky, Oh 44870

Authorized Agent Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com**LOCATION AND DESCRIPTION OF PROPERTY:**

Municipal Street Address:

627 E. Washington St, Sandusky,Oh 44870

Legal Description of Property (check property deed for description):

See attached

Parcel Number:

56-00647.002

Zoning District:

R2F

**DETAILED SITE INFORMATION:**

Land Area of Property: 4983 SF (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 1033 (in sq. ft.)

Building #2: \_\_\_\_\_

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

Total Building Coverage (as % of lot area): 21%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses  
– for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

1033 SF RESIDENTIAL

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 1

Number of Off-Street Parking Spaces Provided: 3

Parking Area Coverage (including driveways): 1050 (in sq. ft.) SHARES DRIVE  
LOCATED ON 623 WASH.

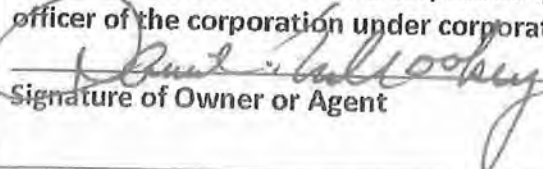
Landscaped Area: 2900 (in sq. ft.)

Requested Zoning District Classification: Transient Rental Overlay



**APPLICATION AUTHORIZATION:**


If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

  
Signature of Owner or Agent

11/10/19  
Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 627 E. Washington St (municipal street address of property), I hereby authorize Daniel McGookney to act on my behalf during the Planning Commission approval process.

  
Signature of Property Owner

11/10/19  
Date

**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property  
1 copy of the deed or legal description for property  
\$300.00 application fee

**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_

## Erie County GIS



## Notes

627 Washington



# PLANNING COMMISSION

## Application for Zoning Map Amendment

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

### APPLICANT/AGENT INFORMATION:

Property Owner Name:

McGookey Properties, LLC

Property Owner Address:

225 Meigs St

Sandusky, Oh 44870

Property Owner Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com

Authorized Agent Name:

Daniel McGookey

Authorized Agent Address:

225 Meigs St

Sandusky, Oh 44870

Authorized Agent Telephone:

419-271-5094

Email

dmcgookey@mcgookeylaw.com

### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address:

629 E. Washington St Sandusky, Oh 44870

Legal Description of Property (check property deed for description):

See attached

Parcel Number:

56-01241.000

Zoning District:

R2F



**DETAILED SITE INFORMATION:**

Land Area of Property: 3070 SF (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 1017 (in sq. ft.)

Building #2: \_\_\_\_\_

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

Total Building Coverage (as % of lot area): 33%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

1017 SF RESIDENTIAL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 1

Number of Off-Street Parking Spaces Provided: 32

Parking Area Coverage (including driveways): 1370 (in sq. ft.)

Landscaped Area: 683 (in sq. ft.)

Requested Zoning District Classification: Transient Rental Overlay

**APPLICATION AUTHORIZATION:**

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

  
Signature of Owner or Agent

11/10/19  
Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 629 E. Washington (municipal street address of property), I hereby authorize Daniel McGooley to act on my behalf during the Planning Commission approval process.

  
Signature of Property Owner

11/10/19  
Date

**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property  
1 copy of the deed or legal description for property  
\$300.00 application fee

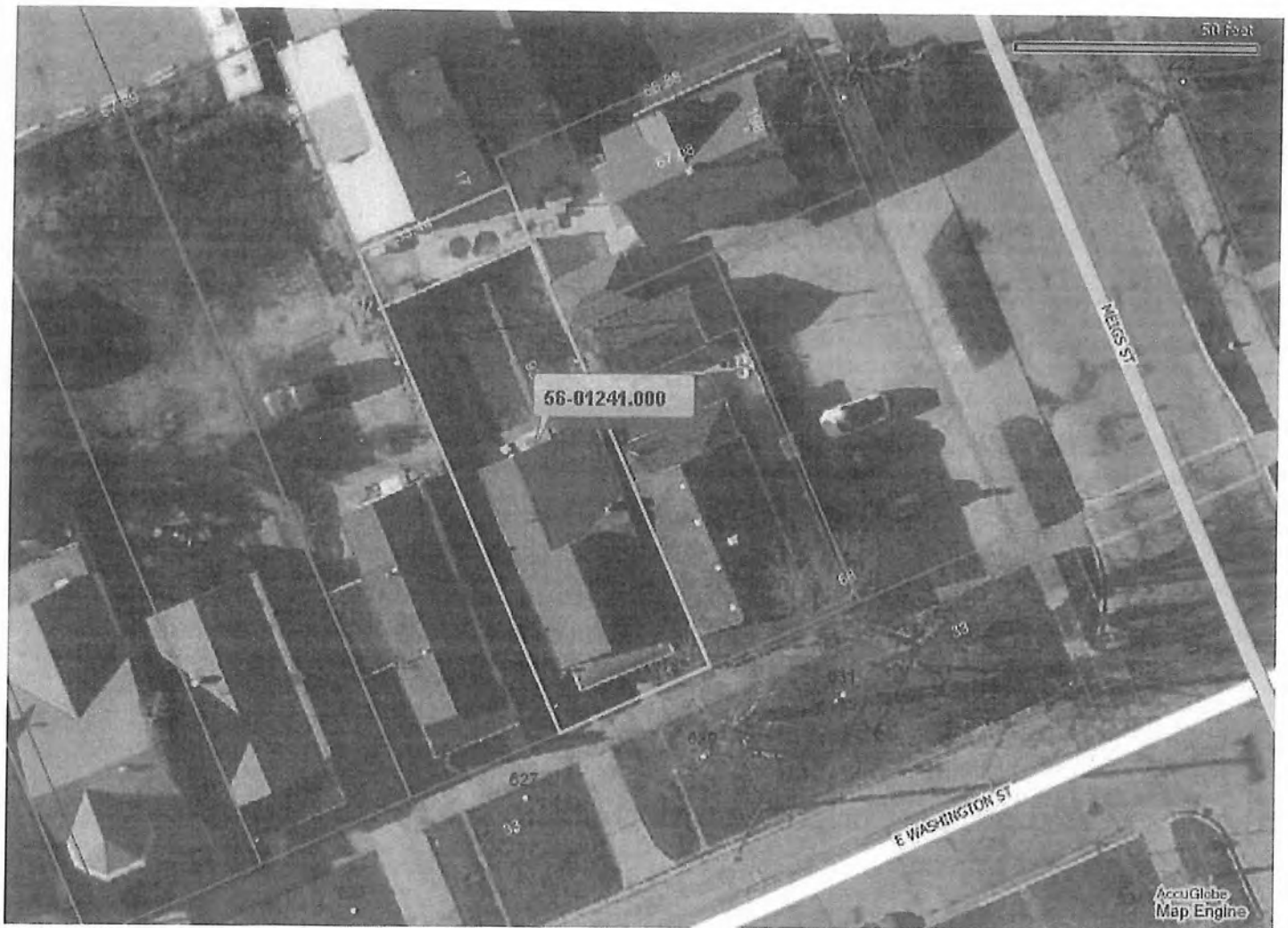
**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_

## Erie County GIS



### Notes

629 Washington

TAX MAP BOUNDARY SHOULD ONLY GO TO FENCE IN REAR,  
TAX MAP AREA IS CORRECT BASED ON LEGAL DESCRIPTION  
AFTER LOT SPLIT DONE PREVIOUSLY.



# PLANNING COMMISSION

## Application for Zoning Map Amendment

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

### APPLICANT/AGENT INFORMATION:

Property Owner Name:

McGokey Properties, LLC

Property Owner Address:

225 Meig St  
Sandusky, Oh 44870

Property Owner Telephone:

419-271-5094

Email

dmcgokey@mcgokeylaw.com

Authorized Agent Name:

Daniel McGokey

Authorized Agent Address:

225 Meigs St  
Sandusky, Oh 44870

Authorized Agent Telephone:

419-271-5094

Email

dmcgokey@mcgokeylaw.com

### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address:

~~631~~ 631 E. Washington St, Sandusky,  
Oh 44870

Legal Description of Property (check property deed for description):

See attached

Parcel Number:

56-00912.000

Zoning District:

ISA R2F



DETAILED SITE INFORMATION:

Land Area of Property: 2509 SF (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: 1147 (in sq. ft.)

Building #2: 240

Building #3: \_\_\_\_\_

Additional: \_\_\_\_\_

Total Building Coverage (as % of lot area): 55%

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

1147 SF RESIDENTIAL  
\* 240 SF GARAGE (DETACHED)  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Building Height (for any new construction): N/A

Number of Dwelling Units (if applicable): 1

Number of Off-Street Parking Spaces Provided: 3

Parking Area Coverage (including driveways): 0 (in sq. ft.) PARKING AVAILABLE IN

Landscaped Area: 1122 (in sq. ft.)

MCCOOKY PROPERTIES LOT  
AT 633 E. WASHINGTON

Requested Zoning District Classification: Transient Rental Overlay

\*

GARAGE ACCESS IS VIA EASEMENT OVER 633 E. WASHINGTON

**APPLICATION AUTHORIZATION:**

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

*Daniel McCordy*  
Signature of Owner or Agent

11/10/19  
Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of 631 E. Washington (municipal street address of property), I hereby authorize Daniel McCordy to act on my behalf during the Planning Commission approval process.

*Daniel McCordy*  
Signature of Property Owner

11/10/19  
Date

**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property  
1 copy of the deed or legal description for property  
\$300.00 application fee

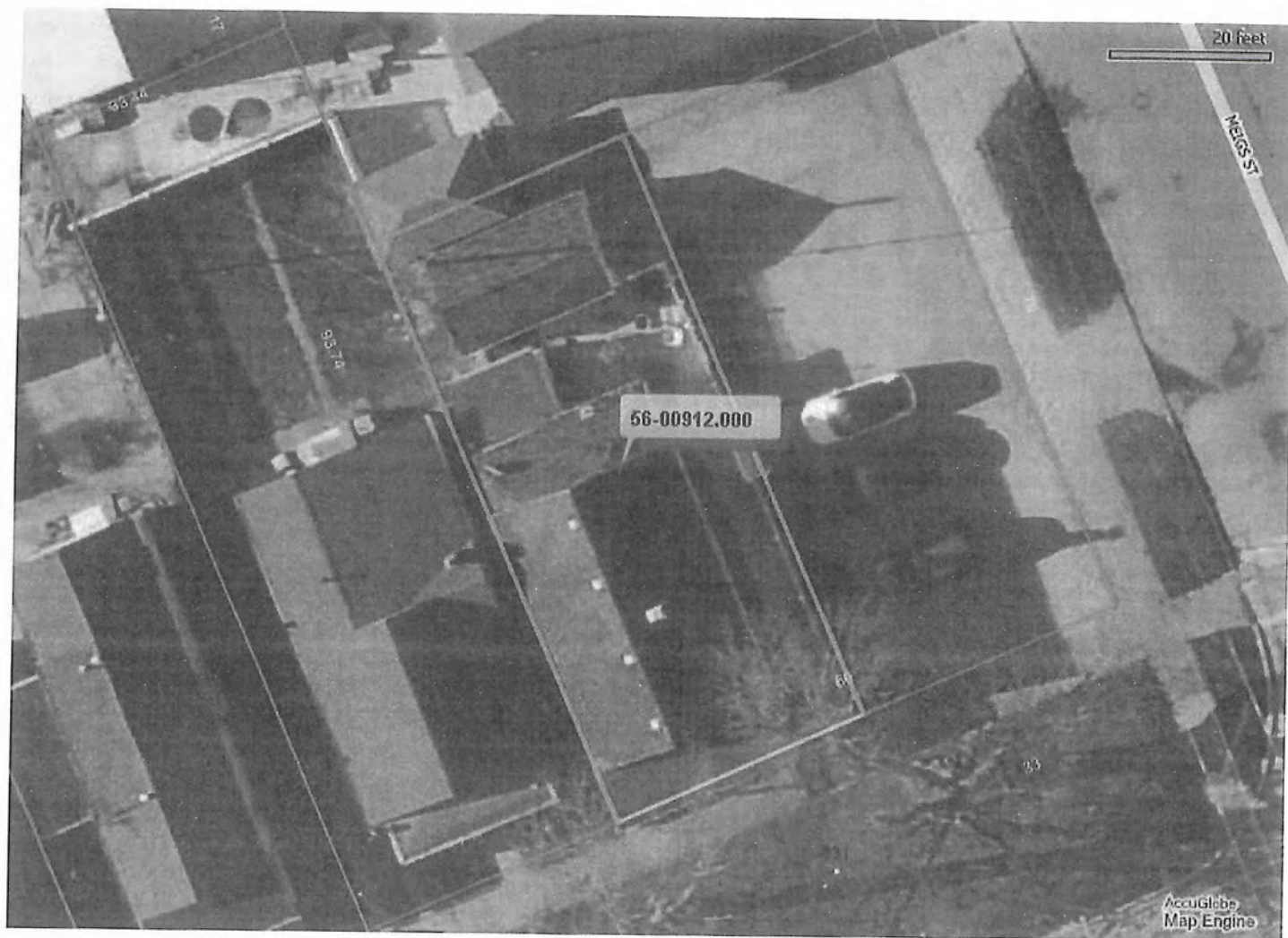
**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_

## Erie County GIS



### Notes

631 Washington

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF  
PLANNING

# PLANNING COMMISSION REPORT

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APPLICATION FOR ZONING  
MAP AMENDMENT TO  
623, 627, 629, AND 631 E WASHINGTON STREET  
(PARCELS 56-01177.000, 56-00647.000, 56-  
01241.000, 56-00912.000)

Reference Number: PRZ19-0003

Date of Report: December 6, 2019

Report Author: Greg Voltz, Planner

# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION

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Daniel J. McGookey has submitted an application for an Amendment to the Zone Map. The properties located at **623, 627, 629, and 631 E Washington Street**, are currently zoned as “R2F” Two-Family Residential. The applicant is proposing to rezone the properties to expand the adjacent Cove District Transient Overlay District. The following information is relevant to this application:

Applicant: McGookey Properties, LLC  
225 Meigs Street  
Sandusky, Ohio 44870

Authorized Agent: Daniel L. McGookey  
225 Meigs Street  
Sandusky, Ohio 44870

Site Location: **623, 627, 629, and 631 E Washington Street**

Zoning: “R2F” Two-Family Residential

Adjacent Zoning  
& Uses: North: “DBD” Downtown Business District  
East: “DBD” Downtown Business District  
South: “R2F” Two-Family Residential  
West: “R2F” Two-Family Residential

Proposed Zoning: Expanding the Cove District Transient Overlay District underlying zoning will remain “R2F” – Two-Family Residential

Existing Uses: Residential

Applicable Plans & Regulations: City of Sandusky Comprehensive Plan  
Sandusky Zoning Code Chapters  
Chapter 1113 Amendments to the Zone Map & Zoning Code  
Chapter 1129 Residential Districts



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## SITE DESCRIPTION

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The subject properties are located along East Washington Street, just one parcel west of Meigs Street. The properties have been occupied single family residential units. The subject property is surrounded by residential, an office, and micro-brewery. It also sits adjacent to the current Cove District Transient Overly District.

A picture of the properties along with a location map are found below.
























623, 627, 629, and 631 E Washington Street



**Zone Map – Parcels Indicated**



<b>PUD - Planned Unit Development</b>	 DBD - Downtown Business	
	 GB - General Business	
<b>Parcels</b>	 GM - General MANufacturing	
	 LB - Local Business	
<b>TRO - Transient Rental Overlay</b>	 LM - Local Manufacturing	
	 P - Auto Parking	 R2F Two-Family Residential
<b>Zoning</b>	 PF - Public Facilities	 RB - Roadside Business
 AG - Agriculture	 R1-40 - Single Family Residential	 RMF - Multi-Family Residential
 CA - Commercial Amusement	 R1-50 - Single Family Residential	 RRB - Residential/Business
 CR - Commercial Recreation	 R1-60 - Single Family Residential	 RS - Residential Suburban
 CS - Commercial Service	 R1-75 - Single Family Residential	others

**DIVISION OF PLANNING COMMENTS**

As the Commission may recall a few of these properties were part of a rezoning application in 2015. At that time the applicant was requesting to rezone the parcels to “DBD” Downtown Business. For

various reason Staff and the Planning Commission agreed that the properties fronting Meigs Street should remain “R2F” Two-Family Residential.

Since that rezoning application there has been a lot of changes in the way the City of Sandusky handles transient rentals and there has also been the creation of the Transient Rental Overlay District. The Cove District Transient Overlay District sits adjacent to these properties to the southeast, and the adjacent properties to the east are also now zoned Downtown Business which permits Transient Rental.

The City adopted the Bicentennial Vision/ Comprehensive Plan, which outlines a citywide development plan for the next ten years. Following the approval of this plan, it is the responsibility of Planning Staff to review the areas of the city that will need to be rezoned to carry out the vision of this plan. Within this specific area, the Comprehensive Plan doesn’t have a recommendation for new uses, however the Plan does mention that Washington is a significant east-west connector and Staff believes that transient rental within this area could assist in maintaining desirable housing along the street.

The proposed zoning amendment does address a few priorities in the Bicentennial Vision as well.

**Livable City:**

- **Implement housing programs to maintain supply & stimulate demand**
  - Increase Investment in Diverse Housing Types through New Incentive Programs: Support the development and rehabilitation of a variety of housing types that meet the needs of current and future residents including: rehabilitated homes, townhomes, new in-fill single family housing, upper floor condos and lofts, affordable housing, senior housing, permanent supportive housing, assisted living, **and short-term transient rental.**

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and**
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

Understanding the property is adjacent to a zoning district that permits transient rental in Downtown Business, and sits adjacent to the existing Transient Overlay District, Staff would support the zoning amendment.

Lastly, if the applicant desires these properties to be utilized for transient rental, they each would need their own transient rental application and be thoroughly reviewed by the Code Enforcement Department and the Planning Department.



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**ENGINEERING STAFF COMMENTS**

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The City Engineer has reviewed the proposed zoning amendment and has no objections.

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**BUILDING STAFF COMMENTS**

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The City Building Official has reviewed the proposed zone map amendment and has no objections.

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**POLICE DEPARTMENT COMMENTS**

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The City Police Chief has reviewed the proposed zone map amendment and has no objections.

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**FIRE DEPARTMENT COMMENTS**

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The City Fire Chief has reviewed the proposed zone map amendment and has no objections

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**CONCLUSION/RECOMMENDATION**

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In conclusion, Planning Staff recommends approval of the proposed amendment to the Zone Map for the subject properties. The Bicentennial Vision supports programs and thoughtful zoning changes that encourage hospitality and that increase investment in diverse housing types, and as being a major east-west connector this could help incentivize investment in these houses.



## Department of Planning

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January 30, 2020

At the December 18, 2019 meeting, Planning Commission recommended approval of a zone map amendment to expand the Transient Occupancy Overlay District to include the following parcels:

- 56-01177.000 E Washington Street (623 E Washington Street)
- 56-00647.000 E Washington Street (627 E Washington Street)
- 56-01241.000 E Washington Street (629 E Washington Street)
- 56-00912.000 E Washington Street (631 E Washington Street)

The underlying zoning will remain "R2F" – Two-Family Residential.

Michael Zuillhof  
Planning Commission Chair

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO EXPAND THE TRANSIENT OCCUPANCY OVERLAY DISTRICT TO INCLUDE PARCEL NOS. 56-01177.000, 56-00647.000, 56-01241.000, AND 56-00912.000, LOCATED AT 623, 627, 629, AND 631 E. WASHINGTON STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

**WHEREAS**, the City Commission adopted new Section 1341.32 (Transient Rental Property Regulation) and amended several other sections of the codified ordinances of the City of Sandusky including Chapter 1129 (Residential Districts), Section 1129.06 (Accessory Uses) by Ordinance No. 17-088, passed on May 8, 2017, for the purposes and intent to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City; and

**WHEREAS**, the City Commission approved the establishment of a Transient Occupancy Overlay District to permit transient rental within portions of the Cove District and properties fronting Meigs Street and First Street by Ordinance No. 18-126, passed on June 25, 2018; and

**WHEREAS**, a request is being made on behalf of McGookey Properties, LLC, for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street, and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, Daniel J. McGookey, on behalf of McGookey Properties, LLC, has applied for a zoning amendment to use these parcels for transient rentals; and

**WHEREAS**, this request was heard by the Planning Commission at their December 18, 2019, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street; and

**WHEREAS**, a public hearing on the applicant's request was held by this City Commission at their February 10, 2020, regularly scheduled meeting; and

**WHEREAS**, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter **approving** the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street; 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, including the Department of Community Development, 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. This City Commission **approves** the requested amendment and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the expansion of the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street, as more fully described in Exhibits “A” and “B” which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY KRESSER  
CLERK OF THE CITY COMMISSION

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 623 E. WASHINGTON ST. SANDUSKY, OH**

**EXHIBIT A**

**Situated in the City of Sandusky, County of Erie and State of Ohio:**

**PARCEL ONE:**

**Being the easterly 34 feet of Lot No. 5 on Washington Street, in the City of Sandusky, Erie County, Ohio,  
excepting therefrom the northerly 46 feet and 9 1/2 inches thereof.**

**EXHIBIT**

**"A"**

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 627 E. WASHINGTON ST. SANDUSKY, OH**

**EXHIBIT A**

Situated in the City of Sandusky, County of Erie and State of Ohio:

**PARCEL TWO:**

Being the westerly one-half (1/2) of Lot Number Three (3) on Washington Street, in the City of Sandusky, Erie County, Ohio, excepting therefrom the northerly forty-six (46) feet and nine and one-half (9 1/2) inches, thereof, said premises having a frontage of approximately thirty-three (33) feet on the northerly line of Washington Street, and extending northerly there from, of like width, approximately one hundred fifty-one (151) feet and two one-half inches.

56-01177.000/56-00647.000  
623 & 627 E. WASHINGTON ST., SANDUSKY, OH 44870

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 629 E. WASHINGTON ST. SANDUSKY, OH**

**DESCRIPTION OF LOT SPLIT "A"  
MCGOOKEY PROPERTIES, LLC**

Situate in the State of Ohio, County of Erie, City of Sandusky, Ward 1, and being part of Lot 3 East Washington Street, also being part of lands of McGookey Properties, LLC, RN 201401261, and being more particularly bounded and described as follows:

Beginning, for reference, at an iron pin in a monument box found at the corner of Water Street and Meigs Street (66 feet in width); thence, S 21°51'00" E, a distance of 719.30 feet to a point; thence, S 68°09'00" W, a distance of 33.00 feet to a 5/8" iron rod set at the westerly right-of-way line of Meigs Street; thence, S 21°51'00" E with said right-of-way line, a distance of 114.17 feet to a 5/8" iron rod set at the most northerly corner of Lot 1 East Washington Street; thence S 21°51'00" E with said right-of-way line, a distance of 40.47 feet to a point; thence, S 68°02'47" W with lands of McGookey Properties, LLC, RN 201401262, a distance of 66.88 feet to a 5/8" iron rod set, thence S 21°51'00" E with said lands, a distance of 17.00 feet to a 5/8" iron rod set and the **TRUE POINT OF BEGINNING** for this description;

thence continuing S 21°51'00" E with said lands and with lands of McGookey Properties, LLC, RN 201110590, a distance of 95.29 feet to a point in the northerly right-of-way of East Washington Street;

thence, S 68°02'47" W with said right-of-way, a distance of 33.44 feet to a point;

thence, N 21°51'00" W with lands of Ryan P. Meridith and Anne M. Meridith, RN 200318091, a distance of 95.29 feet to a 5/8" iron rod set;

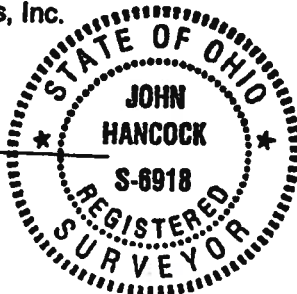
thence, N 68°02'47" E through lands of McGookey Properties, LLC, RN 201401261, a distance of 33.44 feet to the point of beginning for this description, containing 0.0732 acres (3186.49 square feet) of land, more or less, subject to easements of record.

This description was prepared by John Hancock, Ohio Registered Land Surveyor No. 6918 from a survey of the premises conducted in February, 2015. Bearings herein are based on the plat of East Battery dated April 1, 1936, the centerline of Meigs Street bearing S 21°51'00" E.

John Hancock & Associates, Inc.

*John Hancock*  
John Hancock, P.S.

Date: 5/02/2016



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**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 631 E. WASHINGTON ST. SANDUSKY, OH**

**Situated in the City of Sandusky, County of Erie, and State of Ohio:**

**And known as being part of Lot One (1) Washington Street, more particularly described as follows:**

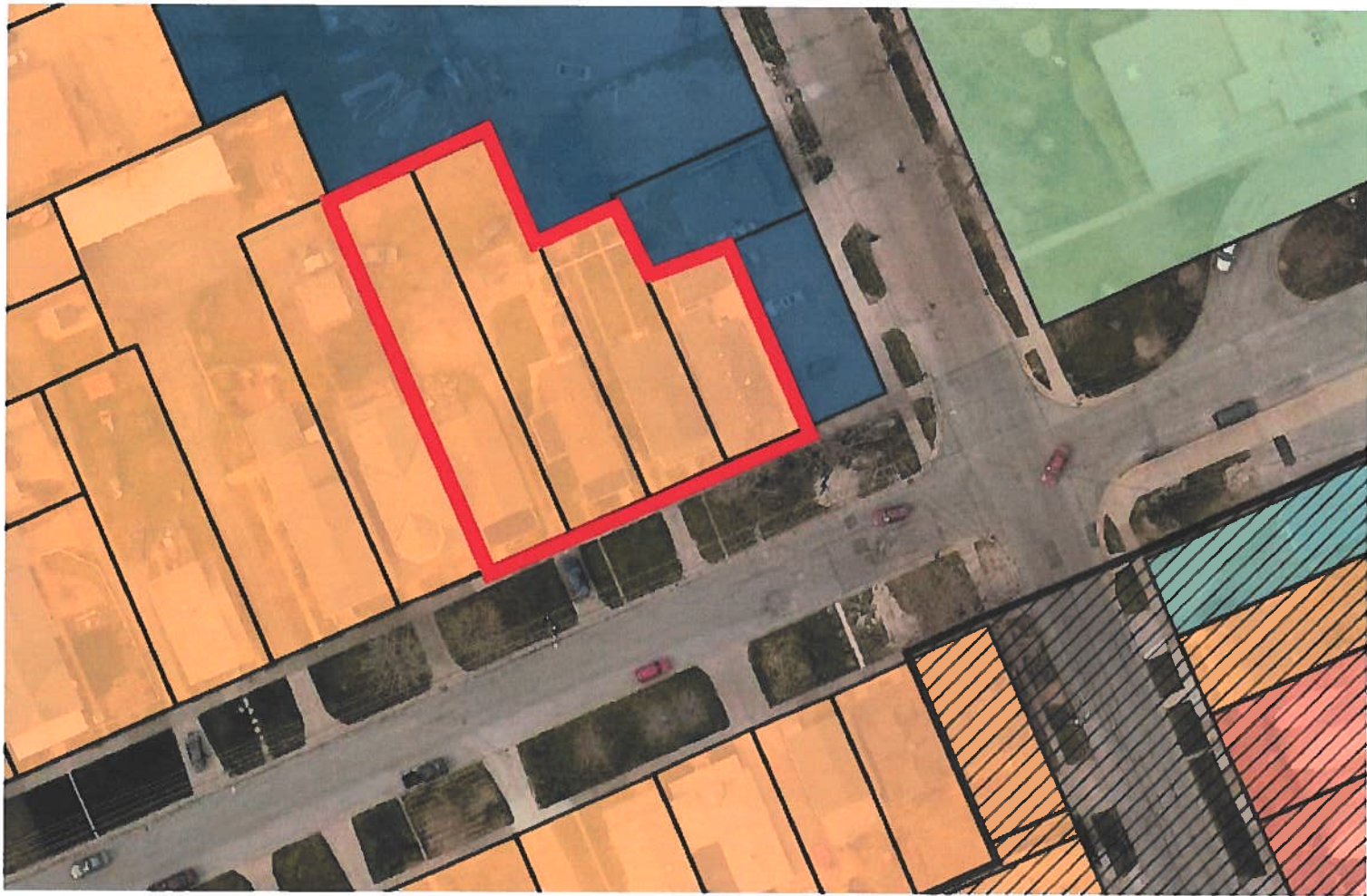
**Beginning at the Southwest Corner of Said Lot One (1); Thence Northerly on the Westerly line of said Lot One (1) Seventy-Six (76) feet; thence Easterly parallel with Washington Street, Thirty-Three (33) feet, thence Southerly, parallel with Meigs Street, Seventy-Six (76) feet; thence Westerly on the North line of Washington Street, Thirty-three feet to the place of beginning.**

**Premises commonly known as: 631 East Washington Street  
Sandusky, Ohio 44870**

**be the same more or less, but subject to all legal highways.**



Zone Map – Parcels Indicated



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service

- DBD - Downtown Business
- GB - General Business
- GM - General Manufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking
- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential

R2F Two-Family Residential

- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban
- others

EXHIBIT  
"B"

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DISAPPROVING THE RECOMMENDATION OF THE PLANNING COMMISSION TO AMEND THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO EXPAND THE TRANSIENT OCCUPANCY OVERLAY DISTRICT TO INCLUDE PARCEL NOS. 56-01177.000, 56-00647.000, 56-01241.000, AND 56-00912.000, LOCATED AT 623, 627, 629, AND 631 E. WASHINGTON STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission adopted new Section 1341.32 (Transient Rental Property Regulation) and amended several other sections of the codified ordinances of the City of Sandusky including Chapter 1129 (Residential Districts), Section 1129.06 (Accessory Uses) by Ordinance No. 17-088, passed on May 8, 2017, for the purposes and intent to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City; and

**WHEREAS**, the City Commission approved the establishment of a Transient Occupancy Overlay District to permit transient rental within portions of the Cove District and properties fronting Meigs Street and First Street by Ordinance No. 18-126, passed on June 25, 2018; and

**WHEREAS**, a request is being made on behalf of McGookey Properties, LLC, for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street; and

**WHEREAS**, Daniel J. McGookey, on behalf of McGookey Properties, LLC, has applied for a zoning amendment to use these parcels for transient rentals; and

**WHEREAS**, this request was heard by the Planning Commission at their December 18, 2019, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street; and

**WHEREAS**, a public hearing on the applicant's request was held by this City Commission at their February 10, 2020, regularly scheduled meeting; and

**WHEREAS**, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter **disapproving** the recommendation of the Planning Commission to amend the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to expand the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street; 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, including the Department of Community Development, 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. This City Commission **disapproves** the recommendation of the Planning Commission to amend the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City for the expansion of the Transient Occupancy Overlay District to include Parcel Nos. 56-01177.000, 56-00647.000, 56-01241.000, and 56-00912.000, located at 623, 627, 629, and 631 E. Washington Street.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

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

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY KRESSER  
CLERK OF THE CITY COMMISSION

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 623 E. WASHINGTON ST. SANDUSKY, OH**

**EXHIBIT A**

**Situated in the City of Sandusky, County of Erie and State of Ohio:**

**PARCEL ONE:**

**Being the easterly 34 feet of Lot No. 5 on Washington Street, in the City of Sandusky, Erie County, Ohio,  
excepting therefrom the northerly 46 feet and 9 1/2 inches thereof.**

**EXHIBIT**

**"A"**

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 627 E. WASHINGTON ST. SANDUSKY, OH**

**EXHIBIT A**

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**PARCEL TWO:**

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56-01177.000/56-00647.000  
623 & 627 E. WASHINGTON ST., SANDUSKY, OH 44870

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thence continuing S 21°51'00" E with said lands and with lands of McGookey Properties, LLC, RN 201110590, a distance of 95.29 feet to a point in the northerly right-of-way of East Washington Street;

thence, S 68°02'47" W with said right-of-way, a distance of 33.44 feet to a point;

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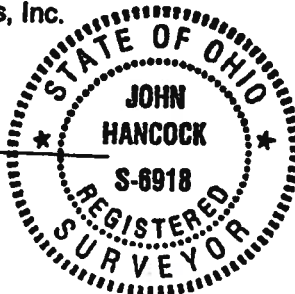
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John Hancock & Associates, Inc.

*John Hancock*  
John Hancock, P.S.

Date: 5/02/2016



file server/docs/164808/1646splitA

**LEGAL DESCRIPTION FOR PROPERTY  
LOCATED AT 631 E. WASHINGTON ST. SANDUSKY, OH**

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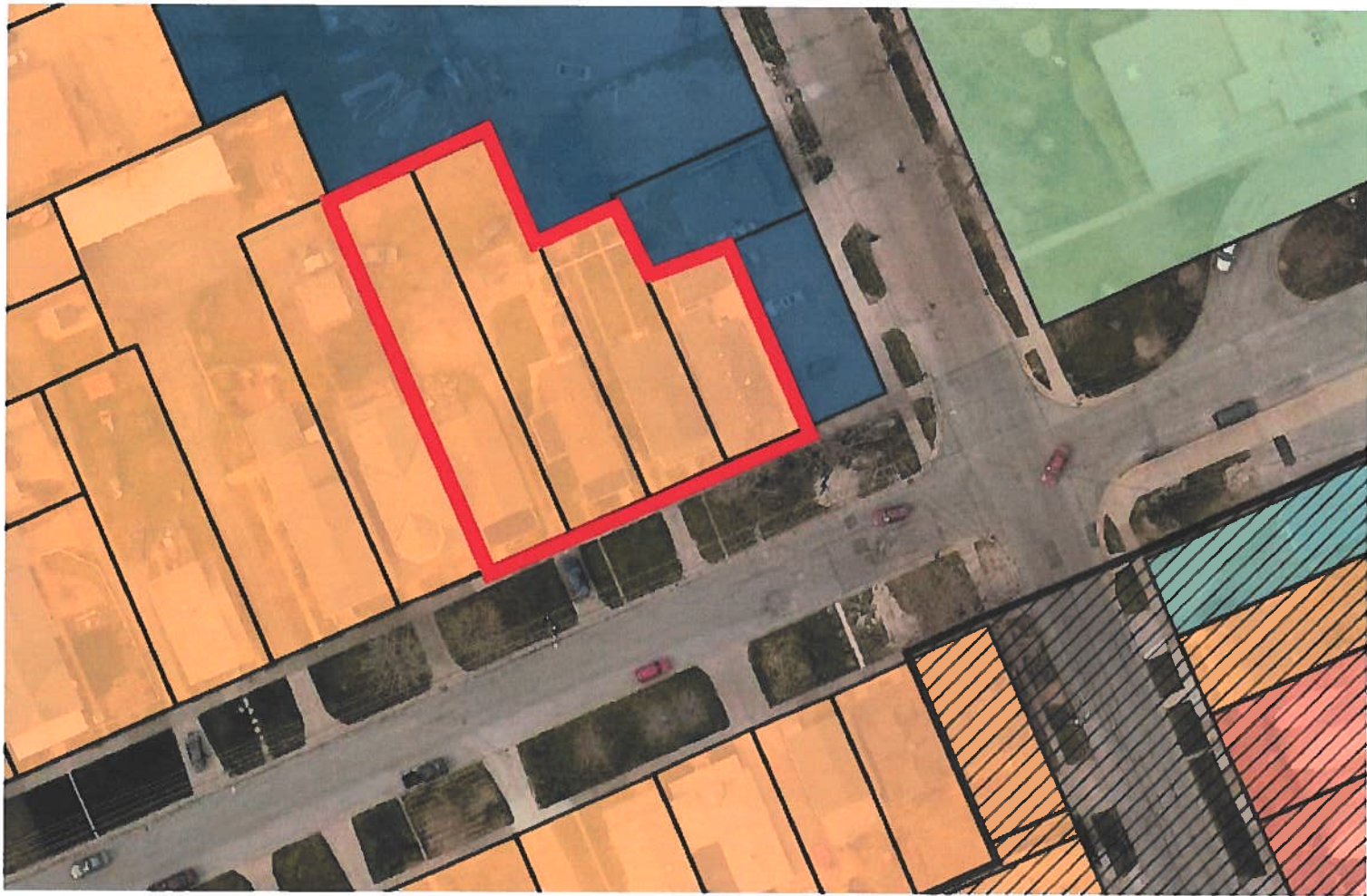
**Beginning at the Southwest Corner of Said Lot One (1); Thence Northerly on the Westerly line of said Lot One (1) Seventy-Six (76) feet; thence Easterly parallel with Washington Street, Thirty-Three (33) feet, thence Southerly, parallel with Meigs Street, Seventy-Six (76) feet; thence Westerly on the North line of Washington Street, Thirty-three feet to the place of beginning.**

**Premises commonly known as: 631 East Washington Street  
Sandusky, Ohio 44870**

**be the same more or less, but subject to all legal highways.**



Zone Map – Parcels Indicated



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service

- DBD - Downtown Business
- GB - General Business
- GM - General Manufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking
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- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential

R2F Two-Family Residential

- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban
- others

EXHIBIT  
"B"



## COMMUNITY DEVELOPMENT

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240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** January 29, 2020  
**Subject:** Commission Agenda Item – Service Level Agreement between the City of Sandusky and the Erie County Economic Development Corporation (ECEDC) for calendar year 2020.

**Items for Consideration:** Legislation approving a Service Level Agreement to be entered into by the City with ECEDC for the provision of certain economic development and marketing services for calendar year 2020.

**Background Information:** ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs.

ECEDC has partnered with the City for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce. ECEDC has also been integral in spurring local entrepreneurship through their Regional Incubator for Sustainability and Entrepreneurship.

ECEDC has in the past and will be engaged to continue the promotion of existing programs within the City while enhancing efforts around: (1) the promotion of the City as a regional destination for business expansion and creation based on local attractions, development incentives, availability of sites and proximity to a skilled workforce, and (2) small business development and entrepreneurship training.

**Budgetary Information:** The City will provide ECEDC \$30,000 from the General Fund in 2020 for services rendered and programs offered. The \$30,000 is to be paid to ECEDC quarterly in 2020 with payments to occur on or around March 31, June 30, September 30 and December 1 of 2020.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Service Level Agreement with ECEDC for 2020. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite passage in order for ECEDC to be compensated for services provided thus far in 2020 and to permit the continuation of these services through the balance of the calendar year.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Service Agreement with Erie County Economic Dev. Corp.

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: 2/4/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 110-4070  
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ERIE COUNTY ECONOMIC DEVELOPMENT CORPORATION (ECEDC) FOR CERTAIN ECONOMIC DEVELOPMENT AND MARKETING SERVICES FOR CALENDAR YEAR 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, ECEDC is a regional economic development non-profit organization whose mission is to facilitate both the creation and retention of jobs within Erie County and is committed to increasing economic opportunities for individuals and businesses through comprehensive economic development programs; and

**WHEREAS**, ECEDC has partnered with the City of Sandusky for many years on economic development initiatives within the City including helping potential new businesses locate sites and secure redevelopment resources for building acquisition, equipment and working capital and linking new and existing businesses to the local workforce and has also been integral in spurring local entrepreneurship through their Regional Incubator for Sustainability and Entrepreneurship; and

**WHEREAS**, ECEDC will again be engaged to continue the promotion of existing programs within the City of Sandusky while enhancing efforts around: (1) the promotion of the City as a regional destination for business expansion and creation based on local attractions, development incentives, availability of sites and proximity to a skilled workforce, and (2) small business development and entrepreneurship training; and

**WHEREAS**, the City will expend \$30,000.00 to ECEDC from the General Fund in 2020 for services rendered and programs offered in calendar year 2020; 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 compensate ECEDC for services provided thus far and programs offered in 2020 and to permit the continuation of services through the balance of the 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 Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission authorizes and directs the City Manager to enter into an Agreement with the Erie County Economic Development Corporation (ECEDC) for certain economic development and marketing services in calendar year

2020, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the funding contribution to the Erie County Economic Development Corporation (ECEDC) for services rendered and to be rendered in CY 2020 and the City Manager and/or Finance Director are authorized and directed to make payments in an amount **not to exceed** Thirty Thousand and 00/100 Dollars (\$30,000.00) pursuant to and in accordance with the agreement.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020



# Sandusky Service Level Agreement – 2020

City of Sandusky & Erie County Economic Development Corporation (ECEDC)

ECEDC's Mission: To grow economic opportunities for individuals and businesses and facilitate the creation and retention of jobs through collaborative and comprehensive economic development programs.

In order to advance its mission, Erie County Economic Development Corporation will focus on the following areas that provide benefit to the City of Sandusky – administration, residents and business community:

ECEDC Focus Areas	Commitment to City of Sandusky
<u>Business attraction, retention, and expansion, including small business development and entrepreneur support</u>	<ul style="list-style-type: none"><li>• Conduct regular business retention visits through the Business Expansion and Retention (BEAR) program to ensure existing businesses receive the assistance necessary to stay and grow in Sandusky. This program works to create an environment conducive to growth by identifying issues and early warning signs of threats or opportunities. Once needs are ascertained, ECEDC coordinates efforts with resource providers to ensure that businesses are receiving the best assistance available. Sandusky's economic development programs, incentives, and support systems will be marketed through ECEDC's BEAR program. Large employers and businesses operated in traded sectors will be first priority.</li><li>• Link eligible new or existing businesses to regional, state and federal resources to facilitate business development and the construction or expansion of facilities and/or technologies. ECEDC will provide City of Sandusky staff with notices of funding availability when aware and relevant information with regard to changes to federal, state, regional policies that may impact the economic development arena within the City of Sandusky.</li><li>• Serve as Erie County's JobsOhio network partner to receive leads and vet and develop prospect proposal and responses. ECEDC will make every effort to connect to the City of Sandusky early in the prospect development phase when eligible to maximize Sandusky's chances of successfully securing new business commitments. Upon receipt, eligible leads will be distributed via email to Sandusky's economic development staff and their input will be incorporated into Requests for Information (RFI) submitted to JobsOhio. In addition to regular communications, ECEDC will meet with Sandusky economic development staff bi-annually to share the results of these leads and to discuss regional trends in business attraction and needs for Erie County's physical and technical infrastructure.</li></ul>



	<ul style="list-style-type: none"> <li>• Inventory available development sites and buildings in order to market them to potential new businesses. An individual from the Sandusky economic development staff will also be set up as a contributor to ECEDC's system in order to jointly review and update property listings regularly.</li> <li>• Support entrepreneurs through the operation of the Regional Incubator for Sustainability and Entrepreneurship (RISE) program. RISE is a partnership with the Great Lakes Innovation and Development Enterprise (GLIDE) and Bowling Green State University (BGSU) Firelands campus and provides business development assistance to both startups and existing businesses.</li> <li>• Offer Rise services including, but not limited to viability analysis, business plan development, sales and marketing support, employee training and development, and access to capital, and one-on-one milestone mentoring.</li> <li>• Be available to the City of Sandusky to vet proposals received through its economic development programs.</li> <li>• Activate downtown spaces with entrepreneurial activities and events such as monthly networking and educational events targeting critical areas for entrepreneurs and small business owners.</li> <li>• Assist the City of Sandusky economic development staff in attracting unique retail offerings to the downtown business district, possibly as part of a cohesive strategy involving landlords, developers, and other local partners.</li> <li>• In partnership with the City, attract upper floor commercial office tenants in the downtown business district.</li> </ul>
<u>Workforce attraction and development</u>	<ul style="list-style-type: none"> <li>• Support regional workforce development needs both proactively and in project specific applications for City of Sandusky businesses such as demographic or labor market analysis.</li> <li>• Work with area education and workforce partners, specifically the Firelands Partnership, to assess regional labor force availability and ever-changing needs for workplace skills and strategies to drive align between the two.</li> <li>• Assist in facilitation of the launch of Firelands Forward – the City-supported workforce development strategic plan – to foster a skilled workforce attractive to businesses in all sectors of the economy through a cohesive agenda, employer-focus, and measurable outcomes.</li> <li>• Provide entrepreneurial educational activities, programs, and curriculums to Sandusky's schools to convey entrepreneurship as a viable pathway after graduation, develop transferrable skills to be applied in any pathway, and retain youth with widespread support.</li> <li>• Serve as a lead of the Erie County K-16 Business Advisory Council (includes Sandusky City Schools and Sandusky Central Catholic) whose mission is to cultivate relationships and enhance connections between the business and education communities to understand ongoing opportunities and implement support strategies.</li> <li>• Host, plan, implement, and provide scholarships to a Teacher Business Bootcamp to introduce area educators to businesses in the City of Sandusky, the jobs available within the businesses, and their impact to the economy, with requirements that teachers incorporate their learnings into student curriculum.</li> </ul>

<u>Regional economic development and brand awareness</u>	<ul style="list-style-type: none"> <li>• Share information about regional and State of Ohio development programs and activities to local constituents, local governments, chambers of commerce, and other organizations that support local economic development initiatives. This information will be shared through in-person meetings, ECEDC's website, email, social media, and other appropriate channels. ECEDC will proactively assess program availability and updates on a monthly basis with our JobsOhio partners and on a quarterly basis with the Ohio Economic Development Association. Programs or significant changes will be shared with Sandusky economic development staff as information becomes available.</li> <li>• Monitor and examine State of Ohio legislation considered to have an impact on area economic development opportunities.</li> <li>• Contribute with subject matter expertise in Sandusky's economic development committees (on a City and private level) such as the economic development incentive committee, the energy special improvement district, the enterprise zone review board, etc.</li> <li>• Partner with Lake Erie Shores and Islands to promote Sandusky as a destination to do business and work.</li> <li>• Regularly feature Sandusky based businesses and City of Sandusky vision and economic development incentives in marketing campaigns promoting our region as a pro-growth location (such as 2019 campaigns like the Erie County FutureMakers or 12 Days of Development series which consistently reached thousands of business readers).</li> </ul>
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## COMMUNITY DEVELOPMENT

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240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager

**From:** Matthew D. Lasko, Chief Development Officer

**Date:** January 29, 2020

**Subject:** Commission Agenda Item – Lease Agreement

**Items for Consideration:** Legislation authorizing and directing the City Manager to execute a Lease Agreement with Lake Erie Island Cruises, LLC. (hereinafter referred to as the “Goodtime”), an Ohio Limited Liability Company.

**Background Information:** Since 2007, Joe Lamb, owner and operator, has been leasing dock space at the Jackson Street pier for the purposes of operating the excursion boat the Goodtime. During this time, Mr. Lamb has also been serving as the Facilities Security Officer in accordance with the City of Sandusky and Jackson Street Pier Security Plan. This arrangement has benefited both the City of Sandusky and Mr. Lamb for over a decade and has proven acceptable to the U.S. Coast Guard. Upon completion of the Jackson Street Pier and more specifically, the new ticket house, the Goodtime shall operate their ticket sales and new food and beverage operations at this new location along with their traditional cruises and events along the Goodtime Lake Erie. Most recently, the City and the Goodtime entered into a 2-year lease agreement for years 2018 & 2019 which is now expired.

The Parties now desire to enter into a new 5-year Lease Agreement for the years 2020-2024 that will provide the Goodtime access to the dock space and ticket house between April 1 and November 15<sup>th</sup> of each calendar year during the term of the lease. The Lease Agreement also provides an option for a mutually agreed upon Renewal Term that would extend from 2025-2029. Lease payments are due to the City in equal installments twice a year no later than June 30 and August 31 respectively. Lease payments during the initial 5-year term will be reduced to \$3,000 annually and reflect the Goodtime's contribution to the construction and improvements to the Ticket House. During the renewal term, the baseline rent will escalate to the traditional amount due under historical leases and will begin at \$15,500 in 2025. Subject to 3% escalators each year thereafter, rent due during the final year of the renewal terms is set at \$17,445.

**Budgetary Information:** The Goodtime will be responsible for making lease payments to the City totaling \$3,000 annually for the years 2020-2024 (due in equal installments no later than June 30 and August 31 each calendar year). During the renewal term beginning in 2025 and ending in 2029, the Goodtime will

be responsible for making annual lease payments to the City of \$15,500 and are subject to 3% escalators annually. All proceeds derived from lease payments are to be deposited into the General Fund.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City Manager to execute a Lease Agreement with the Goodtime. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to permit the Goodtime to begin planning and budgeting efforts for the 2020 boating season.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director  
Aaron Klein, Director of Public Works

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH LAKE ERIE ISLAND CRUISES, LLC, (A.K.A THE GOODTIME) FOR PRIMARY USE OF A PORTION OF THE DOCK FACILITIES LOCATED ON THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, since 2007, Lake Erie Island Cruises, LLC has been leasing the dock space for the Goodtime I and desires to continue to operate from the City's Jackson Street Pier; and

**WHEREAS**, upon completion of the Jackson Street Pier Rehabilitation Project and more specifically, the new Ticket House, the Goodtime will operate their ticket sales and new food and beverage operation at this new location; and

**WHEREAS**, Joe Lamb, the owner and operator of Lake Erie Island Cruises, LLC, has served as the Facilities Security Officer in accordance with the City of Sandusky, Ohio Jackson Street Pier Port Security Plan and this arrangement has benefited both parties and is acceptable to the U.S. Coast Guard; and

**WHEREAS**, the term of this new Lease Agreement is for a period of five (5) years beginning on April 1<sup>st</sup> of each calendar year and ending November 15<sup>th</sup> of each calendar year for the years 2020-2024 and upon mutual agreement will be extended for an additional three (3) year term; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow the Lease Agreement to be executed prior to the commencing date of April 1, 2020, and for the City to receive the funds from this Lease as soon as possible; and

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

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

Section 1. This City Commission approves the form of the Lease Agreement and authorizes and directs the City Manager to enter into a five (5) year Lease Agreement with Lake Erie Island Cruises, LLC, for primary use of a portion of the dock facilities located on the Jackson Street Pier, substantially in the same form as attached to this Ordinance and marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as 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 Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020

## **LEASE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Sandusky, Ohio, a political subdivision of the State of Ohio, hereinafter referred to as "Lessor" and Lake Erie Island Cruises, LLC, a Limited Liability Company organized and existing under the laws of the State of Ohio with its principal place of business located at 109 West Shoreline Drive and whose mailing address is P.O. Box 60, Sandusky, Ohio 44870, hereinafter referred to as "Lessee." Both Lessor and Lessee shall be referred to as "Parties" collectively.

In consideration of the mutual covenants herein, the Parties agree as follows:

### **I. LEASED PREMISES - DESCRIPTION**

The premises subject to this Lease consist of the Dock Facilities (hereinafter defined) located on the Jackson Street Pier (and being more specifically the west side of the Jackson Street Pier), and more fully delineated red outline in Exhibit A attached hereto and incorporated herein. The Lessee's right to the Dock Facility is contingent upon the harmonious and cooperative use of the west side of the Jackson Street Pier by two (2) vessels, the Pelee Islander (or any other vessel, so long as said vessel is owned or operated by the same owners or operators of the Pelee Islander), and the Lessee's vessel the Goodtime I or substitute vessels owned or chartered and operated by the Lessee. The Goodtime I shall have the right to the primary use of the Dock Facilities which are currently occupied by the Goodtime I. The term "primary use" is intended to mean that in the event of a conflict between the other vessels concerning the usage of the Dock Facilities, the Goodtime I shall be given priority in terms of usage of the Dock Facilities. The privileges and rights granted herein to the Lessee for the vessel the Goodtime I (or substitute vessels owned or chartered and operated by the Lessee), shall not be to the exclusion of the Pelee Islander (nor any other vessel, if said vessel is

owned or operated by the same owners or operators of the Pelee Islander) seeking to use the Jackson Street Pier with the permission of the Lessor. It is the intent of both parties that the harmonious use of the Jackson Street Pier and the specific Dock Facilities be consistent with this provision and the Lessor shall not make said Dock Facilities available for use by others so as to interfere with the rights of the Lessee.

## **II. INITIAL TERM & RENEWAL TERM**

The term of this Lease is for a period of five (5) years beginning on April 1 of each calendar year, and ending November 15 of each calendar year for the years 2020-2024, and shall include the rights, dock privileges, easements, licenses, permits, and appurtenances attached thereto, subject to the right reserved herein on the part of Lessor for termination of this Lease (the “Initial Term”). At the conclusion of the Lease and upon mutual agreement by both Parties, this Lease, pursuant to the terms contained herein, shall be extended for an additional three (3) years for the years 2025-2027, with the same calendar restrictions as noted above in this Section (the “Renewal Term”).

## **III. CONSIDERATION**

### **A. Rent.**

1. For the Initial Term, the annual rent to be paid by Lessee is Three Thousand and 00/100 Dollars (\$3,000.00).
2. For the Renewal Term, the annual rent (rounded to the nearest whole dollar and subject to 0% annual escalations) shall be as follows:
  - a. 2025: \$15,500.00;
  - b. 2026: \$15,500.00;

c. 2027: \$15,500.00;

B. Payment. The annual rent payments shall be paid by Lessee in two (2) equal installments, due on or before the following dates:

- a. June 30
- b. August 31

C. Penalty for late payment. If any payment of base rent or percentage rent is not paid within thirty (30) days after the due date, Lessee shall pay a penalty equal to ten percent (10%) of the past due amount plus interest thereon at the legal rate.

#### **IV. UTILITIES AND MAINTENANCE**

A. Utilities. Lessee shall pay for all utility services to the premises, including connection charges and meter costs incurred by the Lessee. Lessor shall provide separate metering of utility services to Lessee. Lessor also further agrees to provide Lessee with electrical service to a mutually agreed upon location to facilitate the power to Lessee's storage shed and ice chest.

B. Maintenance and Repair. Lessee, at its own expense, shall keep the premises and appurtenant installations being utilized by Lessee in good repair and working order, including but not limited to, the Lessee's shed, ice chest, any other appurtenances that are required for compliance with US Coast Guard or Homeland Security requirements. Lessor, at its own expense, shall maintain the structural and foundational aspects of the premises in good condition and repair including the sheet piling, concrete walkway, and asphalt except for repairs to these facilities as may be necessitated due to damage caused by accidents or abuse of the premises as they may have been damaged due to the activities of the Lessee, the Lessee's employees, or the Lessee's agents. Lessee shall also paint any main structure or ancillary structures on the premises (including, but not limited

to Lessee's ice chest and storage bin) at a time and in a color as designated by Lessor. In an abundance of clarity, Lessee shall be responsible for maintenance and upkeep of its main structure or ancillary structures on the premises. Any removal or moving of its ancillary structures to its location shall require the approval of Lessor before taking such action.

C. Health, Sanitation and Safety. Lessee, at its own expense, shall keep the premises being utilized by the Lessee, clean, neat orderly, safe and sanitary at all times, and provide for the proper handling and disposal of garbage, trash, and other refuse.

#### **V. ADDITIONAL PAYMENTS BY LESSEE**

In the event Lessee fails to keep the premises and appurtenances in good condition and repair, or in a clean and orderly condition, or fails to pay any taxes or discharge any lien required by this Lease to be paid or discharged by Lessee, or fails to purchase and maintain insurance as required by the Lease, or otherwise fails to perform any condition of the Lease, the Lessor may after providing thirty (30) days' notice to the Lessee (unless an emergency exists which requires immediate action), cure any such default by Lessee in the manner and to the extent the Lessor considers reasonably necessary in order to protect its interests or the interest of the public. In any such case, the Lessor shall be reimbursed by Lessee for the cost of curing the default. In addition, in the event the Lessor incurs any expense by reason of any default by lessee under this lease, regardless of whether the Lessor elects to cure the same, the Lessor shall be reimbursed by Lessee for such expense. At the Lessor's option, any such cost or expense, together with interest and penalties, if any, may be added to the base rent, and shall thereby become part of, and be payable the same as other rent.

## **VI. CONDITION OF PREMISES**

**Condition of Premises.** At the commencement of the Initial Term, Lessee accepts the premises, to be used by the Lessee as is and acknowledges that it is in good and usable condition.

**Work to be Completed by Lessor.** Lessor may, at its sole option, renovate or update any current facilities or make any other improvements, which, at the option of the Lessor may be considered necessary or desirable in order to enhance the aesthetics or security of the premises.

**Work to be Completed by Lessee.** Lessee, at its own expense, will undertake any other aesthetic or functional improvements to the leased premises as is considered necessary for the efficient and successful operation of a boat dock so long as the Lessee has written approval by the Lessor, of which said approval shall not be unreasonably withheld. Lessee may apply to Lessor for a rental credit for any future improvements made by the Lessee that are permanent improvements to the premises which are of a general utility to the use of the premises. Any improvement for which a credit is given shall become the property of Lessor.

**Approval of Plans and Specifications: Inspection.** Before commencing any construction, remodeling, alteration, decoration or installation, whether at the commencement of the term or thereafter, Lessee shall submit detailed plans and specifications to the Director of Public Works of Lessor for approval. Lessor reserves the right to reject any design proposals, which the Lessor determines to be unsuitable. The reasons for said rejection shall be provided to the Lessee in writing. Lessee shall obtain all necessary permits required under federal or state law or regulations, or under ordinances and regulations of Lessor. During construction, all materials, installations and workmanship are subject to inspection and approval by Lessor or its authorized representatives.



Lessee and his contractors and subcontractors shall give two (2) days advance notice to Department of Public Works of Lessor before commencing any new work and shall afford the Lessor's representatives all reasonable and necessary facilities for inspection. All work shall be according to the approved plans and specifications. Lessor's approval shall also indicate whether or not the improvement will be eligible for a rental credit.

Ownership of Improvements and Fixtures. Title to all leasehold improvements to the dock, including without limitation; lighting and plumbing, vests in Lessor upon installation. Lessee shall retain title to trade fixtures and equipment, furniture and furnishings installed by Lessee, for which no rental credit has been granted, and shall remove the same at his expense on termination of the Lease.

## **VII. PAYMENT OF PROPERTY TAX AND SUBMERGED LAND LEASES**

In the event that any property tax is imposed on the property which is attributed in whole or in part to the operation of the business and/or the leasing of the Dock Facilities for that use the parties agree that the cost shall be apportioned among the various holders of dock space at the Jackson Street Pier. The Parties further agree that in the event that a property tax is imposed that the parties will negotiate in good faith a reasonable formula to determine apportionment of the payment of the property tax and that the Lessor will take all reasonable and necessary steps to minimize the tax on the subject property.

In the event that it is determined by the Ohio Department of Natural Resources that the Dock Facilities are subject to a Submerged Land Lease(s) or to a portion of a Submerged Land

Lease(s), the Lessee agrees to pay the costs of said Submerged Land Lease(s).

#### **VIII. PAYMENT OF OTHER TAXES**

Any vessel or vessels operated by Lessee from Downtown Sandusky shall be deemed as having its homeport in the City of Sandusky and County of Erie and Lessee shall charge and/or remit any personal property taxes, sales taxes and other taxes or fees related to that vessel or those vessels accordingly.

#### **IX. USE OF PREMISES**

The Lessee agrees to use the leased premises for docking of the Goodtime I vessel, or successor or other vessels owned or leased and operated by Lessee, and for the boarding and unboarding of passengers thereon. The Lessee shall also have the right to the use of the Ticket House office during the term of the Lease (so long as it falls between April 1 and November 15 of each calendar year) presently located and currently utilized by the Lessee at the Jackson Street Pier, under the same terms and conditions which currently exist. The Lessee, or any of its agents, shall not block any of the driveways for longer than 10 minutes for deliveries or any other matters. The Lesser acknowledges that it does not have rights or access to the Ticket House between November 16 – March 31 during the term Lease or during the Renewal Term.

#### **X. COMPLIANCE WITH LAWS AND REGULATIONS**

Lessee shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulation, policies and executive orders pertaining to all aspects of its operations. This includes any requirements of the Ohio Division of Liquor Control, the Ohio Department of Health or the Erie County Health Department. This also includes, but is not limited to, equal

opportunity employment, drug and alcohol regulation, disadvantaged business enterprises, disabled persons, environment and resource protection, public utilities, homeland security, the Safe Port Act, the Immigration Reform and Control Act and any other maritime and coastal regulations applying to the premises or their use, or to Lessee's operation at the Jackson Street Pier.

**Nondiscrimination.** Lessee shall refrain from discrimination on the grounds of race, color, creed, sex, sexual orientation, or gender identity or expression in his employment practices, in its occupancy and operation of the leased premises, and in offering and providing goods and services to the public.

**Americans with Disabilities Act.** Lessor acknowledges that its vessel or vessels may be subject to the Americans with Disabilities Act ("ADA"). Lessor shall comply with the requirements of the ADA, including, without limitation, accessibility of Vessels to the extent the ADA is applicable. Lessee agrees to not modify or otherwise change any structures that would cause the structure to be non-compliant with ADA requirements.

#### **XI. COMPLIANCE WITH U.S. COAST GUARD AND HOMELAND SECURITY**

In accordance with 33CFR Parts 105.200, 105.205 and 105.210, Lessor, through Joseph M. Lamb, owner and operator of the Goodtime I vessel will be responsible for security at the Jackson Street Pier. The Sandusky City Manager will designate Joseph M. Lamb or his designee the duties of Facility Security Officer and designated contact person in accordance with the City of Sandusky, Ohio Jackson Street Pier Port Security Plan.

The Lessor shall work cooperatively with Joseph M. Lamb as Facility Security Officer to assure compliance with the Jackson Street Pier Port Security Plan or any changes or amendments to that

Plan as may be required by the U.S. Coast Guard, the Office of Homeland Security or other regulatory agencies having jurisdiction over the terms of that Plan.

## **XII. DISCHARGE OF LIENS**

Lessee shall promptly pay and discharge or cause to be cancelled any lien attaching to the leased premises or the leasehold interest, and arising from an act or omission by Lessee or his agents or employees, or arising from Lessee's use and occupancy of the leased premises, or his operations of the concession, including without limitation judgment liens, mechanics', and materialmen's liens, workers' compensation and unemployment compensation liens, federal tax liens, and other liens.

## **XIII. INSURANCE**

Lessee covenants at all times to indemnify, defend and save Lessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person on the premises by reason of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further covenants at all times to maintain such premises in a safe and careful manner.

During the term of this agreement, Lessee shall obtain, pay all premiums for, and furnish certificates, which name the Lessor as an Additional Insured, to Lessor for insurance as specified herein:

a. Public liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of liability incurred by the parties in the

performance of the terms of this Lease when such liability is imposed on account of injury to or death of a person or persons, such policy to provide limits on account of any accident resulting in injury or death to one person of not less than Two Million Dollars and a liability limit on account of any accident resulting in injury or death to more than one person of not less than Two Million Dollars.

b. Property damage insurance protecting the parties because of liability that may be incurred by the parties, their officers, agents, elected officials, representatives, or employees in the performance of the terms of this lease, such policy to provide for a limitation on account of each accident of not less than Two Million Dollars.

All such insurance contracts shall name Lessor and Lessee as their interests appear and shall inure to the benefit of Lessee and Lessor and their officers, agents, elected officials, representatives, or employees. Such insurance contracts shall be with companies acceptable to Lessor and they shall require thirty (30) days prior written notice to both parties hereto of any cancellation or material change in the insurance coverage.

c. Lessee shall comply with all applicable State, Federal, and Local Air and Water Pollution Control and prevention laws and regulations regarding the use and occupancy of the Leased Premises.

Lessee shall not cause or permit any hazardous material to be brought upon, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, invitees or guests except for such hazardous material as is necessary to the operation of the Lessee.

Any Hazardous Material permitted in the Leased Premises as provided above, and all

containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to this Hazardous Material.

Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, that material (as is reasonably determined by a governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located in the Leased Premises or elsewhere, of (b) the condition, use or enjoyment of the water or any other real or personal property.

As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive and Liability Act of 1980, as amended from time to time. And regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance that is or becomes regulated by any federal, state, or local governmental authority.

Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material utilized in the Leased Premises by the Lessee its agents, employees, contractors, invitees, or guests. Lessee shall defend, indemnify, and hold harmless Lessor and its officers, agents, elected officials, employees, any representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any



way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached; or (d) any violation of any laws applicable thereto.

d. Lessee shall carry such additional insurance(s) as may be required to comply with Coast Guard, O.D.O.T. or P.U.C.O. requirements for common carriers engaged in an excursion boat operation.

#### **XIV. SIGNAGE**

With written approval from the Lessor, the Lessor agrees to allow Lessee to erect signage, subject to all applicable zoning and sign ordinances, within the Sandusky City Limits directing passengers to their facilities.

#### **XV. DAMAGE TO PROPERTY ON PREMISES**

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from theft, vandalism, fire, explosion, water, steam, gas, electricity, or the elements, whether or not originating in the premises, caused by or from leaks or defects in or breakdown of plumbing, piping, wiring, heating, or any other facility, equipment, or fixtures or any other cause or act and whether or not resulting from the negligence of Lessor or other tenants of Lessor or anyone for whom Lessor may be responsible.

#### **XVI. DAMAGE BY CASUALTY**

In case the leased premises shall be destroyed or shall be so damaged by fire or other casualty, as to become unable to be tenanted, then in such event, at the option of Lessor, this lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest therein to Lessor, and Lessee shall pay rent only to the time of such surrender. Any unused rent shall be refunded to the Lessee within thirty (30) days from the date of surrender. Lessor shall exercise such option to terminate this lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessor shall repair the leased premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premise, and rent shall abate in proportion to the extent and duration of Lessee unable to tenant the premises. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty (30) days after the request of Lessor. If the leased premises shall be only slightly injured by fire or the elements, so as not to render the same unable to be tenanted, unfit for occupancy and not fit for its intended use, then Lessor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the leased premises, however, the necessity may occur.

#### **XVII. LOSS OR DAMAGE TO LEASED PREMISES**

**Assessment of damage.** In the event the leased premises are damaged through fire or other

casualty, the Lessee without delay shall contact claims adjuster, architects, contractors, damage repair specialists or other competent persons to make estimates of needed repairs, including estimates of the time such repairs will reasonably require to effect.

Damage repairable within ninety (90) days. In the event repairs can reasonably be effected and the property restored to usable condition within ninety (90) days from the date of the first or other casualty, Lessee shall proceed promptly to make such repairs. Provided the repairs are prosecuted with diligence, and any delay is not occasioned by Lessee's fault, the duty to make rent payments shall be abated until the premises are restored to operating condition.

Damage not repairable within ninety (90) days. In the event repairs cannot reasonably be effected and the property restored to usable condition within ninety (90) days from the date of the fire or other casualty, Lessee (at his sole option) may terminate the Lease by giving written notice of termination, in which case all insurance proceeds covering the loss shall be paid to Lessor.

#### **XVIII. INDEMNIFICATION**

Lessee agrees to indemnify, defend and hold Lessor, its employees, agents, officers, and/or representatives harmless from any liability for injuries or death to persons or loss or damage to property arising from any act or omission of Lessee, or its agents or employees, with respect to its use or occupancy of the leased premises or operations at or away from the dock facilities. Lessee agrees to give Lessor prompt notice of any claim or suit, which may result in a judgment against Lessor. The Parties are entitled to compromise, defend or participate in the defense of any such claim or suit to the extent of their respective interest.

#### **XIX. CANCELLATION**

A. Termination by Lessor. In addition to any other right of cancellation under this lease, Lessor may terminate and seek all remedies under this agreement if any of the following occur:

1. Lessee fails to pay rent or other charges under this lease within thirty (30) days after the due date;

2. Lessee assigns the lease or any part of his interest in the lease, or sublets any part of the leased premises, in violation of Section XX of this Lease;

3. Lessee voluntarily abandons operations at the leased premises for a continuous period of thirty (30) days, not including the Winter months which shall be defined as November 1st to March 1st; or Lessee business has gross annual ticket sales in an amount less than \$150,000.00 for two consecutive operating seasons or less than Seventy-Five Percent (75%) of Lessee's gross ticket sales originate from the Jackson Street Pier;

4. Lessee is compelled to cease operations at the leased premises for a continuous period of ninety (90) days, by reason of fire or other casualty, a strike or other calamity beyond Lessees' control. This provision does not apply when Lessee elects to make repairs under Section XVII of the Lease, even though the work requires longer than ninety (90) days to complete, provided Lessee begins repairs without undue delay, diligently prosecutes the work, and renews operations on completion of repairs;

5. Lessee defaults under any condition of this Lease, and the default is not cured within thirty (30) days after written notice of default. If the default is such that it cannot reasonably be corrected within thirty (30) days, it will be considered timely cured if Lessee begins corrective measures promptly after notice and diligently prosecutes them to completion, provided the

default is fully corrected within a timeframe acceptable to Lessor, in Lessor's sole discretion.

6. Lessee makes a general assignment for the benefit of his creditors or consents to the appointment of a receiver or trustee for substantially all of his property for the benefit of creditors, or files, under the federal bankruptcy laws, a voluntary petition for bankruptcy, reorganization or financial rehabilitation; or

7. Lessee is adjudged bankrupt or an order is made for his reorganization or financial rehabilitation under the federal bankruptcy laws, or pursuant to court order a receiver or trustee takes possession of substantially all of Lessee's property for the benefit of creditors. The right to cancel under this provision shall be held in abeyance during any period the judgment or order is stayed pending proceedings to contest or appeal the judgment or order.

B. Termination by Lessee. In addition to any other right of cancellation under this Lease. Lessee may terminate this Lease if any of the following occur:

1. Lessor defaults under any condition of this Lease, and the default is not cured within thirty (30) days after written notice of default. If the default is such that it cannot reasonably be corrected within thirty (30) days after notice, it will be considered timely cured if Lessor begins corrective measures promptly after notice and diligently prosecutes them to completion, provided the default is fully corrected within a reasonable time;

2. Lessee is prevented by court order from using a substantial part of the leased premises for a continuous period of ninety (90) days;

3. Lessee's ability to conduct operations at the leased premises in the same manner and to the same extent as previously is substantially curtailed for a continuous period of ninety (90) days,

by reason of a court order, a change in laws or regulations subsequent to execution of this lease, any governmental action or inaction other than revocation or suspension of a liquor license, a fire or other casualty, or any other cause not due to Lessee's fault; or

4. The water level in Sandusky Bay becomes so low as to prevent the operation of the boat by the Lessee from using the leased premises.

C. Notice of cancellation; effective date. In order to exercise a right of termination under this section, the party entitled to terminate the Lease shall give the other party written notice of cancellation, specifying the reason under division (A) or (B) of this section, and specifying the date termination becomes effective, which shall be not less than thirty (30) nor more than ninety (90) days from the date of the notice. At any time before the effective date of termination specified in the notice, the notice of cancellation may be rescinded in writing by the party giving it, in which case the parties shall be in the same position as if notice of cancellation had not been given.

D. Waiver of right to terminate. A party waives the right to terminate this Lease based on a particular occurrence or default of the other party, by written waiver given at any time, or by failing to give written notice of cancellation within ninety (90) days after the right to cancel accrues. Lessor waives a default for nonpayment of rent or other charges by accepting full payment for the past due amounts made within sixty (60) days after the due date of the last such past due rent payment or other charge.

Waiver of the right to cancel based on a particular occurrence or default does not constitute a waiver of the right to cancel for subsequent occurrences or defaults of the same kind.

## **XX. NON-ASSIGNMENT**

The Lessee covenants and agrees not to assign this Lease or sublet said Leased Premises or permit other vessels or ships which are not owned or leased and operated by Lessee to occupy the same that are not otherwise under contract with Lessor.

#### **XXI. SURRENDER OF PREMISES**

At the end of the Initial Term or Renewal Term, or upon termination of this Lease by either party or for any cause, Lessee shall remove his trade fixtures and equipment, furniture and furnishings, and surrender possession of the premises to the Lessor in as good order and condition as at the commencement of the Initial Term, reasonable use and fair wear and tear excepted.

#### **XXII. NOTICES, DEMANDS AND REQUESTS**

Whenever in this Lease there shall be required or permitted that notice or demand be given on or served by either party to this Lease, to or on the other, such notice or demand shall be given or served in writing, addressed as follows:

TO THE LESSOR:

City of Sandusky  
c/o City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

TO THE LESSEE:

Lake Erie Island Cruises, LLC  
c/o Joseph M. Lamb  
P.O. Box 60  
Sandusky, OH 44870

These addresses may be changed from time to time by either party by serving notice as above provided.

#### **XXII. ENTIRE AGREEMENT**

No amendment, change, modification or addition to this Lease shall be binding upon the



parties unless it is in writing and signed by them.

**XXIII. BINDING EFFECT**

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

**SIGNATURE PAGES TO FOLLOW**

WITNESS the signatures of the parties \_\_\_\_\_, 2020.

LESSEE:  
LAKE ERIE CRUISES, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Joseph M. Lamb

\_\_\_\_\_  
Witness

STATE OF OHIO                    )  
  ) ss:  
ERIE COUNTY                    )

Before me, a Notary Public, personally appeared the said Joseph M. Lamb on the \_\_\_\_ day of \_\_\_\_\_, 2020, who, after having been first duly sworn, acknowledged that he is the person identified hereinabove, the he has been properly authorized and empowered to execute this document for and on behalf of Lake Erie Cruises, LLC, and that the same was his free act and deed.

\_\_\_\_\_  
Notary Public

WITNESS the signatures of the parties \_\_\_\_\_, 2020.

LESSOR:  
THE CITY OF SANDUSKY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Eric L. Wobser, City Manager

\_\_\_\_\_  
Witness

STATE OF OHIO            )  
                                      ) ss:  
ERIE COUNTY             )

Before me, a Notary Public in and for said County and State, personally appeared the said Eric L. Wobser on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, who after having been first duly sworn, acknowledged that she is the person identified hereinabove, that she has been properly authorized and empowered to execute this document for and on behalf of the City of Sandusky, Ohio, and that the same was her free act and deed.

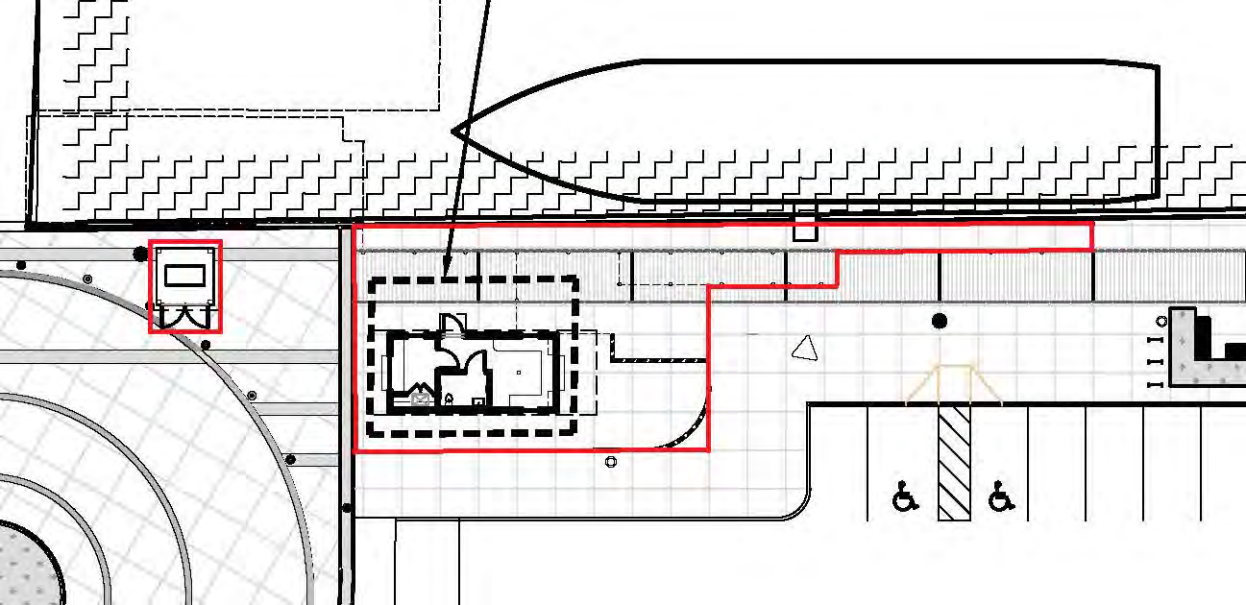
\_\_\_\_\_  
Notary Public

Approved as to form:

\_\_\_\_\_  
Trevor Hayberger  
Ohio Supreme Court #0075112  
Law Director, City of Sandusky

**EXHIBIT A**  
**DOCK FACILITIES**

DRAFT





## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5715  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** John Storey, Economic Development Specialist  
**Date:** January 29, 2020  
**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and LAKE ERIE ISLAND CRUISES, LLC.

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and LAKE ERIE ISLAND CRUISES, LLC (the “Company”), an Ohio limited liability company, for the purposes of furthering economic development efforts in the City.

**Background Information:** Since 2007, the Company has been leasing dock space at the Jackson Street pier for the purposes of operating the excursion boat, the Goodtime. During this time, Mr. Joseph Lamb, 100% owner of the Company, has also been serving as the Facilities Security Officer in accordance with the City of Sandusky and Jackson Street Pier Security Plan. This arrangement has benefited both the City of Sandusky and Mr. Lamb for over a decade and has proven acceptable to the U.S. Coast Guard. Upon completion of the Jackson Street Pier and more specifically, the new Ticket House, the Goodtime shall operate their ticket sales and new food and beverage operations at this new location.

This Jackson Street Pier development and Ticket House construction will result in increased traffic and allow the Company to offer food and beverage options to those patrons waiting for their cruise and/or others enjoying the new lakefront pier and park. The cost of the Ticket House (not including sewer, water, and other utilities) is approximately \$200,000, which is based upon the initial “Base Bid” of approximately \$159,000 and a subsequent \$40,652 additional design and construction increase based upon discussion between the Company and the City (and its engineering and design team). The Company hopes to achieve an additional revenue stream with this food and beverage component to its operations and will add to a more expansive customer experience for travelers and lakefront visitors alike. The Company plans on utilizing this small business assistance grant money to defray costs associated with the design and build-out of the physical space, including equipment installation and operation.

Therefore, Staff recommends that the City Commission approve a grant of up to \$15,000.00 to assist with the aforementioned renovations/construction on a reimbursable basis at the completion of the project. The above grant is conditioned upon the applicant complying with all Planning and Zoning codes and other applicable codes and regulations of the City and displaying signage noting the City of Sandusky’s support. The project is expected to be complete by October 31, 2020. The application and

grant amount was approved at the January 14, 2020 Economic Development Incentive Committee meeting, in accordance with the Sandusky City Economic Development Programs.

**Budgetary Information:** The City will be responsible for providing a total of \$15,000.00 in grant proceeds from the Economic Development Capital Projects Fund on a reimbursable basis at the completion of the project.

**Action Requested:** It is requested that the proper legislation be prepared to allow the City to enter into a Grant Agreement with Lake Erie Island Cruises, LLC. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately execute the grant agreement to allow the Company to move forward with budgetary planning and facilitate construction.

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John Storey  
Economic Development Specialist

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director



## CERTIFICATE OF FUNDS

In the Matter of: Lake Erie Island Cruises, LLC - grant

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: 1/21/2020

By: 

Sally Martin

Senior Accountant/Auditor

Account #: 431-4070

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO LAKE ERIE ISLAND CRUISES, LLC IN RELATION TO A FOOD AND BEVERAGE OPERATION AT THE TICKET HOUSE ON THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, since 2007, Lake Erie Island Cruises, LLC has been leasing the dock space for the Goodtime I and desires to continue to operate from the City's Jackson Street Pier; and

**WHEREAS**, Joe Lamb, the owner and operator of Lake Erie Island Cruises, LLC, has served as the Facilities Security Officer in accordance with the City of Sandusky, Ohio Jackson Street Pier Port Security Plan and this arrangement has benefited both parties and is acceptable to the U.S. Coast Guard; and

**WHEREAS**, upon completion of the Jackson Street Pier Rehabilitation Project and more specifically, the new Ticket House, the Goodtime will operate their ticket sales and new food and beverage operation at this new location; and

**WHEREAS**, the cost of the Ticket House (not including sewer, water, and other utilities) is approximately \$200,000.00 and Joe Lamb plans on utilizing the grant funds to defray costs associated with the design and build-out of the space, including equipment, installation and operation; and

**WHEREAS**, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

**WHEREAS**, the Economic Development Incentive Committee met on January 14, 2020, and is recommending to approve a grant to Lake Erie Island Cruises, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs to assist with project costs for the purpose of furthering economic development efforts in 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 in order to immediately execute the Grant Agreement and allow Lake Erie Island Cruises, LLC, to move forward with budgetary planning and facilitate construction; and

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

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

Section 1. This City Commission authorizes and directs the City Manager to enter into a Grant Agreement with Lake Erie Island Cruises, LLC, for financial assistance through the Small Business Assistance Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. This City Commission authorizes and approves the grant funding to Lake Erie Island Cruises, LLC, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of the Grant Agreement.

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

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

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and LAKE ERIE ISLAND CRUISES, LLC, ("the Company"), an Ohio limited liability company.

### WITNESSETH:

WHEREAS, the Company was duly organized in 2007 and operates boat tours of the Lake Erie Islands and Sandusky Bay on the Goodtime I boat (the "Business");

WHEREAS, in light of the City's transformation of the property better known as the Jackson Street Pier, the Business will now be operating under a newly developed and constructed ticket house at this pier location (the "Property");

WHEREAS, as a part of this Business relocation to the ticket house, the Business will also offer food and beverage options to benefit its customers as well as any travelers or lakefront visitors. All of the aforementioned shall hereinafter be referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

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

### **Section 1. City Grant.**

The City agrees to grant up to \$15,000.00 to the Company toward the costs of the Project through the Small Business Assistance grant program, (the "City Grants"), payable upon completion. The City Grants will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to decrease the awarded grant amount, if recommended by the Economic Development Incentive Committee, for changes to the Project scope. Construction must be done in accordance with and to the reasonable satisfaction of the City, which would include, but not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City of Sandusky, including obtaining permits. The Project must be completed by October 31, 2020. This date may be extended at the discretion of the City Manager. Furthermore, the

Company agrees to display a sign for at least one year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to the construction and Project costs. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient.

**Section 2. Authority to Sign.**

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

**Section 3. Assignment or Transfer.**

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City Manager.

**Section 4. Choice of Law.**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

**Section 5. Binding Agreement.**

This Agreement shall be binding on each of the parties and their respective successors and assigns.

**Section 6. Miscellaneous.**

(a) **Notice.** Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY:
- City Manager  
c/o Economic Development Specialist  
John Storey  
City of Sandusky, Ohio  
City Hall  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE COMPANY: LAKE ERIE ISLAND CRUISES, LLC  
c/o: Mr. Joe Lamb  
109 W. Shoreline Drive  
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

*Signatures Executed on the Following Page*

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

**LAKE ERIE ISLAND CRUISES, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_  
TITLE: PRESIDENT

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_  
City Manager

The legal form of the within instrument  
Is hereby approved.

\_\_\_\_\_  
Director of Law  
City of Sandusky





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron Klein, Director

Date: January 30, 2020

Subject: **Commission Agenda Item – Change Order #1 with Donley, Inc.  
Jackson Street Pier Rehabilitation project**

**ITEM FOR CONSIDERATION:** Legislation approving Change Order #1 to Donley, Inc. of Cleveland, Ohio to complete items to be part of the Jackson Street Pier Rehabilitation project.

**BACKGROUND INFORMATION:** The adopted Bicentennial Comprehensive Plan proclaimed a desire to reconstruct the Jackson Street Pier (Pier) in coordination with the rehabilitation of Shoreline Drive. A detailed explanation of the history of the project starting with that Bicentennial Plan through conceptual engineering, including comprehensive public involvement and selection of the design-build team (DBT) can be found in the original Commission Agenda Item to award the project to Donley, Inc. (Donley's) at the Sandusky City Commission meeting on October 9, 2018. A contract was awarded to Donley's for \$7,865,993.00 via ordinance 18-193. To avoid clutter and to provide more of a focus on each item below, the original Commission Agenda communication dated September 27, 2018 is attached, and won't be reiterated herein.

For clarity of the information below, a Change Directive (CD) has been given for items that are already approved at the staff level. A Potential Change Order (PCO) number is given to those items that are not yet approved. Once a PCO is approved, it will be given a Change Directive number. This gives the owner flexibility to evaluate PCO's without committing to approval until a formal CD is provided. All costs and designs have gone through an extensive evaluation by various City staff and Osborn Engineering.

### PCO-019: Four-Season Pavilion

There were two options for the pavilion that were included in the original design-build package. The base bid included an open-frame, seasonal facility with enclosed restroom facilities on the south end. This is very similar to the pavilions at other locations throughout the city, like Shoreline Park, Lion's Park, etc. Instead, Add Alternate B for the Jackson Street Pier Pavilion was awarded as part of the original design-build contract with Donley's. The concept in the plans was for a simply designed facility, enclosed on four sides, with concrete floors, roll-up doors on the east and west walls, a storage room and two restrooms. The intent was to use it for functions that would only require minimal amenities so heating, ventilation, air conditioning, fire suppression, lighting, insulation and other elements were designed for the building to be operated as a two- or three-season structure.

As staff collaborated throughout the design process and communicated with stakeholders and donors, it was evident that this amenity could be used year-round within the original square footage by incorporating minor modifications and upgrades during construction, but if it were relocated slightly closer to Shoreline Drive., upgrades to all mechanical, electrical, fiber, HVAC,

fire suppression, and other utilities have been included in the plans approved for construction by the project team and a building permit was obtained. Event planning personnel viewed the facility as a potential winter destination that could generate revenue for local park programming and maintenance of the facility. Hence, a small kitchenette area was added that can accommodate rentals and a unisex restroom was incorporated that would complement the other restrooms to meet Ohio Building Code and ADA requirements. As originally intended, overhead doors are provided on three sides allowing for expansion to the Pier to the north and west, or a quick exit to the lighted boardwalk on the east.

Through a consensus of stakeholders and the project team, if the building were going to be there throughout the winter anyway, it would be worth the investment to make it operational during colder weather and increase the opportunities to experience the Pier. With these improvements, it could reasonably be utilized as an indoor warming location for a potential future ice-skating rink that was conceptualized during the planning phase or even for families that need a warming center to rest overnight when there is cold weather in the winter.

The cost for PCO-019 will be \$150,000.00. Because of the greatly increased opportunities to market the space as a recreational facility and community asset, staff is recommending that the unused dollars in the 2018 marketing fund, totaling \$148,693, be fully applied to this amenity. The remaining \$1,307.00 can be applied to the owner's allowance.

#### PCO-013: Ticket House Modifications

The City worked closely with the leaseholder at the ticket house to ensure the facility would meet the needs of their seasonal operations and potential future endeavors as well as complying with all US Coast Guard requirements. Based on the leaseholder's requests and Coast Guard requirements, the following items have been added to the project:

- Addition of a railed seating patio and a concession area on the north end of the building with a door to separate it from the ticketing area. This area would only accommodate beverages, snacks and microwavable foods.
- New bollards and chains intended to secure the area adjacent to the Good Time vessel.
- Internal restroom facilities for workers only as required by Ohio Building Code
- Additional 6' in length to allow for a properly-sized ticketing area and the concessions area, including a counter, sink, plumbing and foundations. This additional six feet complies with ADA requirements
- New inside closet to secure valuables.

The additional cost for design and construction to include these items will be \$30,000.00. The cost will be split accordingly:

- |                             |   |
|-----------------------------|---|
| • Lessee's direct payment   | \$15,000 (split annually over a 5-year lease) |
| • Economic Development Fund | \$15,000                                      |

The Economic Development Incentive Committee (EDIC) approved the grant and it is on the February 10, 2020 agenda. The lease with the GoodTime is on the same agenda.

City staff and Osborn Engineering have been doing an exceptional job of reviewing all of the change orders for consistency and accuracy. It should be noted that staff is working closely with the Department of Homeland Security, Division of Border Protection as well as the US Coast Guard and the Ministry of Ontario to ensure that all of the required operations are incorporated onto the Pier for the Good Time and the Pelee Islander. A new agreement, which would be sent to the Sandusky City Commission for discussion and approval, is currently being negotiated with the Ministry of Ontario that will include the improvements needed for continued operation.

To accommodate this additional work and additional design/review time for the US Customs facility, the contractor is requesting an additional 68 days which would extend the contract from March 15, 2020 to May 22, 2020.

**BUDGETARY INFORMATION:** The original contract with Donley's, per ordinance 18-193 was \$7,865,993.00. If the above items are approved, the contract would be increased \$178,693.00 to a total of \$8,044,686.00. The below information shows the original costs, updated costs and proposed funding sources. Individual funding allocations for each proposed additional work item is included in the description of the additional work above.

Funding Source	Original Contract	Change Order	Updated Contract
OWDA, Sewer Fund, Storm*	\$ 349,542		\$ 349,542.00
OWDA, Water Fund*	\$ 476,580		\$ 476,580.00
OWDA, Sewer Fund, Sanitary*	\$ 166,585		\$ 166,585.00
CDBG (RLF)	\$ 210,157		\$ 210,157.00
Capital Fund (Chesapeake TIF)	\$4,543,136	-\$ 182,007.00	\$ 4,361,129.00
State of Ohio*	\$ 70,000		\$ 70,000.00
Private Donation (Hogrefe)	\$ 50,000		\$ 50,000.00
Private Donation	\$1,500,000	\$ 182,000.00	\$ 1,682,000.00
Private (Owen Sound)	\$ 499,993	\$ 7.00	\$ 500,000.00
Programming/Marketing Funds (Issue 8)	\$ 0	\$ 148,693.00	\$ 148,693.00
Private (Joe Lamb)	\$ 0	\$ 15,000.00	\$ 15,000.00
EDIC Appropriation*	\$ 0	\$ 15,000.00	\$ 15,000.00
Total	\$7,865,993	\$ 178,693.00	\$ 8,044,686.00

\* The OWDA loans were approved via ordinance 18-218. Acceptance of the State of Ohio grant was approved via ordinance 001-20R. The EDIC appropriation will be presented to City Commission for a vote under separate legislation on February 10, 2020.

**ACTION REQUESTED:** It is recommended that legislation for Change Order #1 for the Jackson Street Pier Rehabilitation project with Donley, Inc. in the amount of \$178,693.00, for a total contract amount of \$8,044,686.00, with a time extension for 68 days 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 avoid project delays and proceed with work planned for the ticket house and new pavilion structure and pay the contractor upon completion of those items.

I concur with this recommendation:

---

Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Jackson St. Pier Rehab

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: 2/4/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431-6860

431-7021

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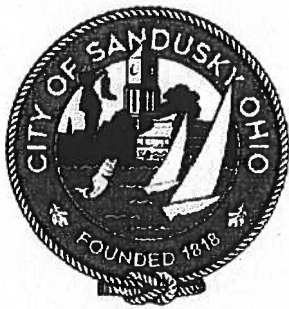
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## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron Klein, Director *Aaron MKC*

Date: September 27, 2018

Subject: **Commission Agenda Item – Design-Build Agreement with Donley’s, Inc. for the Jackson Street Pier Rehabilitation project**

**ITEM FOR CONSIDERATION:** Legislation awarding a design-build contract to Donley’s, Inc., of Cleveland, Ohio, to complete engineering design and construction for the Jackson Street Pier Rehabilitation project.

**BACKGROUND INFORMATION:** The adopted Bicentennial Comprehensive Plan proclaimed a desire to reconstruct Jackson Street Pier in coordination with the rehabilitation of Shoreline Drive. In 2016, the City entered into a Professional Services agreement with Osborn Engineering and City Architecture to engage the public throughout a lengthy conceptual planning and design process. The City then entered into a second Professional Services agreement for similar services on Shoreline Drive to ensure synergy between the two projects. The final conceptual plan was supported by Sandusky City Planning Commission on November 15, 2017, and accepted by Sandusky City Commission on December 11, 2017.

In December 2017, under Ordinance 17-225, the City entered into a Professional Services agreement with Osborn Engineering and City Architecture to complete the preliminary design process as the criteria engineer in accordance with the Design-Build process described in the Ohio Revised Code. Drawings were designed to over 40% complete and a Request for Qualifications (RFQ) was issued for eligible Design-Build Teams (DBT).

Seven qualification packets were reviewed by staff and four of those firms were selected to proceed with the RFP process. Three proposals were received in accordance with the detailed process, and all three firms were interviewed. Technical proposals and price proposals were reviewed, and the weighted selection formula was applied to all three based on the following categories: maintenance of traffic, design management, proposed design, construction management, construction, quality management, community relations, aesthetic enhancements, pre-qualifications, interview and cost. On July 13, the DBT of Donley’s, Inc., OHM Advisors, and KS Associates, Inc. was selected as the “best value” Proposer.

Throughout the preliminary design process, there were several discussions regarding potential cost-savings, amenities and whether items should be considered as alternates. As Osborn began diving into the City’s utilities, which were not a focal point of the conceptual design, it was evident that a portion of the project should include improvements to sanitary sewers, storm sewers and water mains. The plans also included many accommodations for future continuation of ferry services, including facilities for the Department of Homeland Security (DHS). The base bid included a very similar, but more refined design from the original plan approved by Planning Commission. This consisted of parking areas, a great lawn, an event patio, seating areas, a walkway, night-friendly lighting, landscaping, a federally-compliant DHS facility, a ticket booth for the Goodtime and many more amenities.

Alternates included:

Add Alternate A:	Open Air Market Pavilion
Add Alternate B:	Enclosed Market Pavilion
Add Alternate C:	New roof on the existing US Customs building & Pavilion
Add Alternate D:	Stamped concrete in lieu of Pavers

Based on conversations from the conceptual design process, staff thought it was extremely important to see if there was an opportunity to include Alternates B, C and D. One of the main advantages of the design-build process over the design-bid-build process is the ability to negotiate contracts and terms. Several areas of savings were accepted, including items like elimination of up-lights in planters, elimination of landscaping boulders, elimination of history kiosks, elimination of two planters north of the building to allow for future event space or a seasonal ice-skating rink, reducing the project from 3 phases to 2 phases and employing different construction methods.

The DBT and staff found an acceptable savings of \$814,276.00 from the original base bid of \$7,903,679.00. In the end, staff is recommending a total contract award of \$7,865,993.00, which would include the renegotiated base bid of \$7,089,403.00, Add Alternate B (\$832,233.00), Add Alternate C (\$0) and Add Alternate D (\$55,743.00 savings). Final costs are described in the financial section below.

Osborn is already under contract to perform services associated with construction administration and inspection. Since public relations and communications are paramount on this type, size and profile of a project, the City will supplement Osborn's services by providing an in-house engineering inspector as the liaison between business owners and the public while assisting Osborn with onsite duties as needed. The hope is that this will help save cost while ensuring proper attention is given to public concerns.

The original price proposal was received in July, but negotiations concluded in late September. Because of this two-month negotiation process which resulted in a significant savings, the contractor has indicated that if the award extends past October, that there would be a delay of two to three months and a cost increase of \$103,709.00 because of labor, equipment, material and overhead adjustments for 2020.

**BUDGETARY INFORMATION:** The cost of \$7,865,993.00, which includes Add Alternate B, Add Alternate C and Add Alternate, D for the Jackson Street Pier Rehabilitation Design-Build contract will be broken down as described below.

Sewer Fund, Storm Water	\$ 349,542
Water Fund	\$ 476,580
Sewer Fund, Sanitary	\$ 166,585
CDBG (RLF)	\$ 210,157
Capital Fund (TIF proceeds)	\$4,543,536
State of Ohio	\$ 70,000
<u>Private (various)</u>	<u>\$2,049,593</u>
Total	\$7,865,993

The City plans to apply for a loan from the Ohio Water Development Authority (OWDA) for all funds related to sewer and water. The City intends to finance a portion with notes or bond proceeds from the Chesapeake TIF to pay for the debt service. The Issue 8 and Capital dollars shown above have been retained within the 5-year Capital Plan budget. The dollars from the State of Ohio have been obtained through the Capital Improvement Community Park, Recreation/Conservation Project Grant from Ohio Department of Natural Resources and are required to be split between Jackson Street Pier and Shoreline Drive.

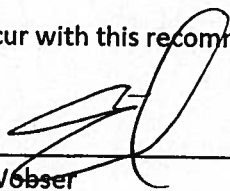


A portion of the TIF, \$300,000.00, has also been reserved for future dredging operations related to the city-owned slip used by the Pelee Islander and the Goodtime. Staff anticipates bidding this project in early 2019.

Osborn's preliminary design contract was \$333,800.00, paid with sewer, water, CDBG and proceeds from TIF revenues. The original contract with Osborn for conceptual design and planning was \$351,253.00. Incidentals, such as advertising, are not included.

**ACTION REQUESTED:** It is recommended that an ordinance for a design build contract for the Jackson Street Pier Rehabilitation project with Donley's, Inc. in the amount of \$7,865,993.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to proceed with the project without significantly increasing costs or delaying its completion into the summer of 2020.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK BEING PERFORMED BY DONLEY’S, INC., OF CLEVELAND, OHIO, FOR THE JACKSON STREET PIER REHABILITATION PROJECT IN THE AMOUNT OF \$178,693.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the Bicentennial Vision Comprehensive Plan, the City proclaimed a desire to reconstruct Shoreline Drive in coordination with the rehabilitation of the Jackson Pier; and

**WHEREAS**, the Jackson Street Pier Rehabilitation Project involves the rehabilitation and landscape of the Jackson Street Pier, including the parklet at the Chesapeake lofts; and

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

**WHEREAS**, the City issued a Request for Qualifications (RFQ) pursuant to the Ohio Revised Code for eligible Design-Build Teams (DBT) and this City Commission approved a Design-Build Contract with Donley’s Inc., of Cleveland, Ohio, for the Jackson Street Pier Rehabilitation Project by Ordinance No. 18-193, passed on October 9, 2018; and

**WHEREAS**, this First Change Order provides for an extension of the completion date from March 15, 2020, to May 22, 2020, and for additional work as summarized below:

Ticket House & Foundation	\$ 30,000.00
<u>Pavilion Facility</u>	<u>\$ 148,693.00</u>
Total	\$ 178,693.00

**WHEREAS**, the original contract with Donley’s, Inc. was \$7,865,993.00 and with the addition of this First Change Order in the amount of \$178,693.00, the revised contract cost is \$8,044,686.00 and will be paid as follows:

OWDA - Sewer Funds (Storm Water)	\$ 349,542.00
OWDA - Water Funds	\$ 476,580.00
OWDA - Sewer Funds (Sanitary)	\$ 166,585.00
CDBG Funds (Revolving Loan Fund)	\$ 210,157.00
Capital Funds (Chesapeake TIF proceeds)	\$ 4,361,129.00
ODNR Grant Funds	\$ 70,000.00

Private Funding	\$ 2,247,000.00
Economic Development Incentive Committee	\$ 15,000.00
Appropriation	
<u>Programming / Marketing Funds (Issue 8 Funds)</u>	<u>\$ 148,693.00</u>
Total	\$ 8,044,686.00

**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 approve the change order and costs to allow the contractor to proceed with the work for the Ticket House and new pavilion structure and avoid any delays; and

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

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work to be performed for the Jackson Street Pier Rehabilitation Project in an amount **not to exceed** One Hundred Seventy Eight Thousand Six Hundred Ninety Three and 00/100 Dollars (\$178,693.00) resulting in a revised contract cost of Eight Million Forty Four Thousand Six Hundred Eighty Six and 00/100 Dollars (\$8,044,686.00) with Donley’s, Inc., of Cleveland, Ohio, and to extend the completion date from March 15, 2020, to May 22, 2020.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020

January 28, 2020

**M E M O R A N D U M**

**TO:** Eric Wobser, City Manager

**FROM:** Rick Wilcox, Fire Chief

**RE:** Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase one (1) 2021 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, OH through the State of Ohio's Cooperative Purchasing Program #800330 in an amount not to exceed **\$302,497.92**. In addition authorizing to sell one (1) 2002 Medium Duty Freightliner Ambulance on GovDeals.

**BACKGROUND INFORMATION:** It has been determined by the Fire Chief, Fleet Maintenance Foreman and the committee members from the Sandusky Fire Department to replace one of our front line ambulances, a 2007 Medium Duty Freightliner (913) located at station 3 on Fifth Street.

The 2007 ambulance has exceeded its useful life to run as a front line ambulance therefore it will be used to replace our current back up ambulance which is a 2002 Medium Duty Freightliner Ambulance. Our 2002 back up ambulance, VIN #1FVACWCTX4HN0N139, is beyond its useful life as determined by the Fleet Maintenance Foreman. The 2002 back up ambulance will be sold on GovDeals with the revenue from the sale of the vehicle to be put in the EMS Fund.

The State of Ohio's Cooperative Purchasing Program through the Department of Administrative Services allows local political subdivisions to purchase items that have been competitively bid from the successful State vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

**BUDGETARY INFORMATION:** The total amount for the 2021 Medium Duty Freightliner Ambulance purchase is **\$302,497.92**. This purchase will be paid with monies from the EMS Fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase one (1) 2021 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, OH through the Ohio Cooperative Purchasing Program State of Ohio schedule contract #800330 in an amount not to exceed **\$302,497.92**. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as it will take approximately 270 days after receipt of the signed contract to build the ambulance according to the specifications.

Approved:

I concur with this recommendation:

---

Rick Wilcox, Fire Chief

---

Eric Wobser, City Manager

CC: Trevor Hayberger, Law Director  
Michelle Reeder, Finance Director  
John Orzech, Assistant City Manager  
Kelly Kresser, Commission Clerk



## **State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles**

	<b>DATE:</b> <u>January 17, 2020</u>
<b><u>Customer:</u></b> City of Sandusky Fire Department	
<b><u>Address:</u></b> 600 W. Market Street	
<b><u>City:</u></b> Sandusky	
<b><u>State:</u></b> Ohio	
<b><u>Zip:</u></b> 44870	
<b><u>Contact:</u></b> Kevin McGraw	
<b><u>Phone:</u></b> 419-656-2865	
<b><u>Fax:</u></b> _____	
<b><u>Email:</u></b> _____	

### **CONSOLIDATED PRICING SUMMARY**

#### **SCHEDULE "A" PRICING**

**Base Model Selected:** \$198,631.00

Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group:	\$37,246.51
Total REMOUNT Options Selected from Listed Horton Remount Option Group:	\$0.00
Chassis rebate/discount or customer provided chassis, if applicable (Option #P100):	\$0.00
Discount for in-stock prior model year chassis (Option #P102):	\$0.00
Chassis cost difference 2019 to 2020 model year (Option #P103):	\$0.00
Trade-In Allowance (Option #P200):	<u>\$0.00</u>

**Total for above Listed Base Model and Listed OHIO STS options - Schedule 'A' Purchase order #1:** **\$235,877.51**

#### **SCHEDULE "B" PRICING**

**Total for Unlisted options per attached pricing breakdown - Schedule 'B' Purchase order #2:** **\$66,620.41**

**GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules):** **\$302,497.92**

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (signature) \_\_\_\_\_

Horton Sales Representative (signature) \_\_\_\_\_

Printed Customer Name \_\_\_\_\_

Printed Sales Representatives Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Delivery:** **Approximately 210-240 Days after receipt of order at Horton Emergency Vehicles Company**

**NOTE:** **PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER**

Contract Type:	Ambulances & Related Accessories
Index #:	STS233
Schedule Number:	800330
Expiration Date:	12/31/2020
Manufacturer:	Horton Emergency Vehicles Company

**AVAILABLE HORTON MODELS** (Custom Base Models Page 2 and Remount Base Models Page 4&5)



### **CUSTOM AMBULANCE GROUP BASE MODELS**

<u>Quantity</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
0	2019	453 Type I	Ambulance, <u>Ford</u> 169" wheel base <b>F-450 (4x2)</b> Super Duty ( <u>Diesel Engine</u> ), <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>CRAWL THROUGH</b> , with air ride	\$176,295.00	\$0.00
0	2019	453 Type 3	Ambulance, <u>Chev/GMC</u> 139" wheel base <b>G-4500</b> Cutaway, <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b> (Model includes heated Velvac mirrors)	\$146,902.00	\$0.00
0	2019	453 Type 3	Ambulance, <u>Ford</u> 138" wheel base <b>E-350</b> Super Duty ( <u>Gasoline Engine</u> ), <u>145"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b>	\$149,724.00	\$0.00
0	2019	457 Type I	Ambulance, <u>Ford</u> 169" wheel base <b>F-450 (4x2)</b> Super Duty ( <u>Diesel Engine</u> ), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$179,205.00	\$0.00
0	2019	603 Type I	Ambulance, <u>Ford</u> 193" wheel base <b>F-450 (4x2)</b> Super Duty ( <u>Diesel Engine</u> ), <u>167"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$179,746.00	\$0.00
0	2019	623 Type I	Ambulance, <u>Ford</u> 193" wheel base <b>F-450 (4x2)</b> Super Duty ( <u>Diesel Engine</u> ), <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$180,840.00	\$0.00
0	2019	523 Type 3	Ambulance, <u>Ford</u> 158" wheel base <b>E-450</b> Super Duty ( <u>Gasoline Engine</u> ), <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b>	\$152,766.00	\$0.00
0	2019	533 Type 3	Ambulance, <u>Ford</u> 158" wheel base <b>E-450</b> Super Duty ( <u>Gasoline Engine</u> ), <u>163"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b>	\$153,978.00	\$0.00
0	2019	553 Type 3	Ambulance, <u>Ford</u> 158" wheel base <b>E-450</b> Super Duty ( <u>Gasoline Engine</u> ), <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b>	\$154,943.00	\$0.00
0	2019	553 Type 3	Ambulance, <u>Chev/GMC</u> 159" wheel base <b>G-4500</b> Cutaway, <u>169"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>WALK THROUGH</b> (Model includes heated Velvac mirrors)	\$150,931.00	\$0.00
0	2019	623 Type I	Ambulance, <u>International</u> 175" wheel base <b>MV (4x2)</b> cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b> (with 260hp Cummins engine)	\$200,312.00	\$0.00
1	2019	623 Type I	Ambulance, <u>Freightliner</u> 175" wheel base <b>M2 (4x2)</b> cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b> (with 2010 emissions)	\$198,631.00	\$198,631.00
0	2019	453 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>149"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$181,705.00	\$0.00
0	2019	457 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 168.5" wheel base cab/chassis, <u>157"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$185,227.00	\$0.00
0	2019	603 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>16Z"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$186,029.00	\$0.00
0	2019	623 Type I	Ambulance, <u>Dodge 4500 (4x2)</u> , 192" wheel base cab/chassis, <u>173"</u> modular body, Horton Custom Series (6 Exterior Compartments) <b>PASS THROUGH</b>	\$187,012.00	\$0.00

BASE MODEL PRICE OF CUSTOM AMBULANCE AS SELECTED ABOVE:

**\$198,631.00**



### REMOUNTED AMBULANCE GROUP BASE MODELS

<u>Quantity</u>	<u>Year</u>	<u>Model</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
0	2019	Remount 1	<p>Ambulance, <u>Ford E-450</u> Super Duty ( <u>Gasoline Engine</u> ), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><u>Remount includes:</u></p> <p>NEW BODY MOUNTS            NEW CAB TO BODY SEAL            NEW LED GRILL LIGHTS (500 SERIES)            NEW LED INTERSECTION LIGHTS (700 SERIES)            SWAP LIGHT BAR IF NEEDED            NEW CAB RUNNING BOARDS            NEW CAB WIRING HARNESS            NEW SIREN SPEAKERS            NEW WHEEL SIMULATORS            NEW MUD FLAPS            NEW EXTERIOR COMPARTMENT DOOR SEALS            NEW HEAT/AC SYSTEM ON MODULE            INCLUDES SINGLE PAINT STRIPE ON CAB            INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p>	\$92,376.00	\$0.00
0	2019	Remount 2	<p>Ambulance, <u>Chevy/GMC G-4500 cutaway</u> ( <u>Duramax Diesel Engine</u> ), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><u>Remount includes:</u></p> <p>NEW BODY MOUNTS            NEW CAB TO BODY SEAL            NEW LED GRILL LIGHTS (500 SERIES)            NEW LED INTERSECTION LIGHTS (700 SERIES)            SWAP LIGHT BAR IF NEEDED            NEW CAB RUNNING BOARDS            NEW CAB WIRING HARNESS            NEW SIREN SPEAKERS            NEW WHEEL SIMULATORS            NEW MUD FLAPS            NEW EXTERIOR COMPARTMENT DOOR SEALS            NEW HEAT/AC SYSTEM ON MODULE            INCLUDES SINGLE PAINT STRIPE ON CAB            NEW VELVAC HEATED MIRRORS            INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p>	\$100,627.00	\$0.00
0	2019	Remount 3	<p>Ambulance, <u>Ford F-450</u> Super Duty ( <u>Diesel Engine</u> ), remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><u>Remount includes:</u></p> <p>NEW BODY MOUNTS            NEW CAB TO BODY SEAL            NEW LED GRILL LIGHTS (500 SERIES)            NEW LED INTERSECTION LIGHTS (700 SERIES)            SWAP LIGHT BAR IF NEEDED            NEW CAB RUNNING BOARDS            NEW CAB WIRING HARNESS            NEW SIREN SPEAKERS            NEW WHEEL SIMULATORS            NEW MUD FLAPS            NEW EXTERIOR COMPARTMENT DOOR SEALS            NEW HVAC PATIENT AREA EVAPORATOR            INCLUDES SINGLE PAINT STRIPE ON CAB            NEW LIQUID SPRING RIDE SYSTEM            NEW UREA FILL SYSTEM (If Required)            INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p>	\$117,902.00	\$0.00





### **REMOUNTED AMBULANCE GROUP BASE MODELS (Cont.)**

<u>Q</u>	2019	Remount 4	<p>Ambulance, <u>Dodge 4500 cab/chassis (Diesel Engine)</u>, remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><u>Remount Includes:</u></p> <p>NEW BODY MOUNTS          NEW CAB TO BODY SEAL          NEW LED GRILL LIGHTS (500 SERIES)          NEW LED INTERSECTION LIGHTS (700 SERIES)          SWAP LIGHT BAR IF NEEDED          NEW CAB RUNNING BOARDS          NEW CAB WIRING HARNESS          NEW SIREN SPEAKERS          NEW WHEEL SIMULATORS          NEW MUD FLAPS          NEW EXTERIOR COMPARTMENT DOOR SEALS          NEW HVAC PATIENT AREA EVAPORATOR          INCLUDES SINGLE PAINT STRIPE ON CAB          NEW LIQUID SPRING RIDE SYSTEM          NEW UREA FILL SYSTEM (If Required)          INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p>	\$121,147.00	\$0.00
<u>Q</u>	2019	Remount 5	<p>Ambulance, <u>Navistar 4300LP (260hpCummins Diesel Engine)</u>, remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><u>Remount Includes:</u></p> <p>NEW BODY MOUNTS          NEW CAB TO BODY SEAL          NEW LED GRILL LIGHTS (700 SERIES)          NEW LED INTERSECTION LIGHTS (400 SERIES)          SWAP LIGHT BAR IF NEEDED          NEW CAB RUNNING BOARDS          NEW CAB WIRING HARNESS          NEW SIREN SPEAKERS          NEW WHEEL SIMULATORS          NEW MUD FLAPS          NEW EXTERIOR COMPARTMENT DOOR SEALS          NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)          INCLUDES SINGLE PAINT STRIPE ON CAB          EXHAUST ROUTING PER EXISTING UNIT          INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p> <p>*Above price does not include relocation of batteries from chassis to module body (if required)</p>	\$143,238.11	\$0.00
<u>Q</u>	2019	Remount 6	<p>Ambulance, <u>International Terrastar (Diesel Engine)</u>, remounted to existing Horton body, with like chassis (wheel base/cab to axle) and mounting system (2-bolt or VITech installation) and maintaining same pass-through, crawl-through or walk-through modification.</p> <p><b>AVAILABILITY OF PRODUCT DEPENDANT UPON NAVISTAR CONTINUING CHASSIS PRODUCTION</b>          (SEE SALES REPRESENTATIVE FOR PRODUCT DETAILS)</p> <p><u>Remount Includes:</u></p> <p>NEW BODY MOUNTS          NEW CAB TO BODY SEAL          NEW LED GRILL LIGHTS (500 SERIES)          NEW LED INTERSECTION LIGHTS (700 SERIES)          SWAP LIGHT BAR IF NEEDED          NEW CAB RUNNING BOARDS          NEW CAB WIRING HARNESS          NEW SIREN SPEAKERS          NEW WHEEL SIMULATORS          NEW MUD FLAPS          NEW EXTERIOR COMPARTMENT DOOR SEALS          NEW HVAC PATIENT AREA EVAPORATOR AND CONDENSER (Positioned in same Location)          INCLUDES SINGLE PAINT STRIPE ON CAB          EXHAUST ROUTING PER EXISTING UNIT          INCLUDES NEW CONSOLE AND CONSOLE EXTENSION</p> <p>*Above price does not include relocation of batteries from chassis to module body (if required)</p>	\$126,919.65	\$0.00
BASE MODEL PRICE OF <b><u>REMOUNTED AMBULANCE</u></b> AS SELECTED ABOVE:					<b><u>\$0.00</u></b>



**AMBULANCE OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN  
AS A SELECTED QUANTITY, WITH TOTAL PRICE NOTED IN EXTENDED COLUMN**

Quantity	Option code	Description	Price	Extended
1	A01	<b>BODY DROP, CURBSIDE WITH TWO STEP ENTRY</b> (standard in various models) or <i>STREET SIDE</i> The curbside skirt, forward of the rear wheel well shall be dropped 3 inches. Two integral aluminum diamond plate steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	\$782.80	<b>\$782.80</b>
1	A02	<b>ENERGY ABSORBING FLIP UP REAR STEP (Not available on Ford E Series or Terrastar chassis)</b> The rear bumper shall be rated to take a 5 MPH hit with no damage to the body.	\$1,958.03	<b>\$1,958.03</b>
2	A03	<b>SCBA MOUNTING PLATE IN ANY EXTERIOR COMPARTMENT</b> Install a .250" thick aluminum plate finished on a dual action sander and installed on adjustable shelf track for the purpose of mounting customer-supplied SCBA brackets	\$209.09	<b>\$418.18</b>
5	A04	<b>ADD SHELF, EXTERIOR COMPARTMENT</b> Install shelf in exterior compartment. Includes shelf matting and a light under the shelf.	\$183.34	<b>\$916.70</b>
0	A05	<b>FIXED DIVIDER, EXTERIOR COMPARTMENT</b> Install fixed divider in designated compartment	\$251.32	<b>\$0.00</b>
0	A06	<b>FIXED DIVIDER FOR ELECTRICAL, EXTERIOR COMPARTMENT</b> Install fixed divider in designated compartment for storage Horton electrical components	\$116.39	<b>\$0.00</b>
1	A07	<b>EXPANDED METAL CAGE FOR PROTECTION OF ELECTRICAL EQUIPMENT</b> Install fixed divider in designated compartment for storage Horton electrical components	\$61.80	<b>\$61.80</b>
0	A08	<b>DIAMOND PLATE CLOSE-OUT FOR INTERIOR CABINET SEPARATION</b> Install fixed divider in designated compartment for storage Horton electrical components	\$101.97	<b>\$0.00</b>
0	A09	<b>ADJUSTABLE DIVIDER, EXTERIOR COMPARTMENT</b> Install adjustable divider with Velcro strap.	\$339.90	<b>\$0.00</b>
1	A10	<b>RECESSED STAIR CHAIR POCKET</b> The interior door pan of a designated exterior door shall include a recessed diamond plate pan for a stair chair.	\$165.83	<b>\$165.83</b>
0	A11	<b>SWEEP OUT COMPARTMENT FLOOR</b> The designated exterior compartment to include a sweep out floor.	\$169.95	<b>\$0.00</b>
2	A12	<b>INSTALL RUBBER LINE BACKBOARD RETENTION SLOTS (EACH)</b>	\$114.33	<b>\$228.66</b>
1	A13	<b>RETAINING STRAP</b> A ROK or Velcro retaining strap(s) shall be installed in designated areas	\$30.90	<b>\$30.90</b>
0	A14	<b>WHEEL WELL COMPARTMENT, STREET SIDE OR CURBSIDE</b> Clear Door Opening: 35" wide x 8" high Actual Compartment: 36" wide x 6" high x 21" deep A compartment shall be installed above the street side curbside wheel well. The compartment shall be accessed through a hinge down door. A slide-out tray shall be installed in the compartment and shall be capable of carrying a minimum of 250 lbs. The tray shall lock in both the in and out position.	\$947.60	<b>\$0.00</b>
1	A15	<b>COMPARTMENT SIZE MODIFICATION</b> The standard compartment height or width to be modified.	\$697.31	<b>\$697.31</b>
0	A16	<b>COMPARTMENT ADDITION</b> An exterior compartment shall be added to the standard compartment design on the model selected	\$1,298.83	<b>\$0.00</b>
1	A17	<b>RELOCATE HORTON ELECTRICAL COMPONENTS</b> The location of the exterior position electrical components shall be moved to a separate compartment located above the Oxygen cylinder compartment ( <i>cost includes compartment size modification</i> )	\$787.95	<b>\$787.95</b>
1	A18	<b>COMPARTMENT MATTING: MATAFLEX</b> All exterior compartments shall be equipped with color coordinated MATAFLEX flooring. Color to be determined by customer.	\$842.54	<b>\$842.54</b>
0	A19	<b>COMPARTMENT MATTING: DELETE RUBBER</b>	(\$71.08)	<b>\$0.00</b>
0	A20	<b>INCREASE or DECREASE INTERIOR HEADROOM</b> The standard of headroom of 72" to be increased or decreased in 2" increments (price per inch)	\$735.42	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>BODY OPTIONS (A) (Cont.)</u></b>				
<u>1</u>	A21	<u>DELETE STANDARD BUMPER</u>	(\$972.32)	-\$972.32
<u>0</u>	A22	<u>RECESSED, POCKETED REAR STEP (Not available on Ford E Series)</u> The rear step shall flip up and into a pocket in the vertical diamond plate riser so it is flush.	\$1,513.07	\$0.00
<u>0</u>	A23	<u>CAST PRODUCTS RECESSED LICENSE PLATE HOLDER</u>	\$169.95	\$0.00
<u>1</u>	A24	<u>GRIP STRUT IN SIDE ENTRY DOOR STEP WELL</u>	\$169.95	\$169.95
<u>0</u>	A25	<u>CHANGE EXTERIOR COMPARTMENT MATERIAL FROM DIAMOND PLATE TO DA FINISH FLAT ALUMINUM</u>	\$0.00	\$0.00
<u>0</u>	A26	<u>INSTALL STAINLESS STEEL SILL PLATES ON BOTTOM OF COMPARTMENT THRESHOLD (Price is per compartment)</u>	\$69.01	\$0.00
<u>1</u>	A27	<u>ADDITION OF 'CRAWL THROUGH'/WALK-THROUGH MODIFICATION</u> The modification of the back of the chassis cab to access the patient area shall be deleted <i>on select custom models</i> . Except for Type 3 units. A 'Pass Through' opening is provided as standard.	\$2,438.01	\$2,438.01
<u>1</u>	A28	<u>DELETE PASS THROUGH OPENING ON MODELS WHERE IT IS STANDARD</u>	(\$643.97)	-\$643.97
<u>0</u>	A29	<u>WALK THROUGH/CRAWL THROUGH PARTITION DOOR</u>	\$663.06	\$0.00
<u>0</u>	A30	<u>DELETION OF HOPS AIR BAG SYSTEM</u>	\$662.29	\$0.00

Quantity	Option code	Description	Price	Extended
<b><u>PAINT AND STRIPE OPTIONS (B)</u></b>				
<u>1</u>	<b>B01</b>	<b><u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL MEDIUM DUTY STYLE CHASSIS))</u></b> The chassis cab shall be painted with the following special paint color and paint code: To be determined by customer	\$3,438.14	<b>\$3,438.14</b>
<u>0</u>	<b>B02</b>	<b><u>PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL OTHER NON MEDIUM DUTY TYPE))</u></b>	\$2,610.02	<b>\$0.00</b>
<u>1</u>	<b>B03</b>	<b><u>PAINT MODULAR BODY (OTHER THAN STANDARD WHITE AND ON NEW UNIT ONLY, NOT REMOUNTS)</u></b> The modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$11,284.68	<b>\$11,284.68</b>
<u>1</u>	<b>B04</b>	<b><u>DELETE STANDARD WHITE PAINT</u></b>	(\$11,077.92)	<b>-\$11,077.92</b>
<u>0</u>	<b>B05</b>	<b><u>STRIPE BOTTOM HALF</u></b> The bottom half of the modular body shall be painted with the following special paint color and paint code: To be determined by customer	\$1,608.86	<b>\$0.00</b>
<u>0</u>	<b>B06</b>	<b><u>PAINT ROOF OF BODY DIFFERENT COLOR FROM OVERALL COLOR</u></b>	\$972.32	<b>\$0.00</b>
<u>1</u>	<b>B07</b>	<b><u>DELETE STANDARD STRIPE, 8 INCH BELTLINE - SCOTCHLITE</u></b>	(\$1,015.28)	<b>-\$1,015.28</b>
<u>0</u>	<b>B08</b>	<b><u>STRIPE, 8 INCH BELTLINE - PAINT</u></b>	\$1,434.79	<b>\$0.00</b>
<u>1</u>	<b>B09</b>	<b><u>STRIPE, HORTON FLYING 'H' STYLE</u></b>	\$1,608.86	<b>\$1,608.86</b>
<u>0</u>	<b>B10</b>	<b><u>STRIPE, HORTON 523 STYLE</u></b>	\$1,845.76	<b>\$0.00</b>
<u>1</u>	<b>B11</b>	<b><u>ADDITIONAL SCOTCHLITE STRIPE, PER 1 INCH HEIGHT</u></b> An additional Scotchlite stripe shall be applied to the vehicle. Price is for each 1 inch high segment.	\$217.33	<b>\$217.33</b>
<u>0</u>	<b>B12</b>	<b><u>PAINT COVERS FOR HORTON 360 CAMERA SYSTEM (White is standard)</u></b>	\$217.33	<b>\$0.00</b>
<u>1</u>	<b>B13</b>	<b><u>PAINT COVERS FOR HORTON NFPA VENT SYSTEM (Bare aluminum is standard)</u></b>	\$380.07	<b>\$380.07</b>
<u>0</u>	<b>B14</b>	<b><u>2-COLOR DIAMOND GRADE CHEVRON (BELOW STRIPE)</u></b> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned below the body stripe.	\$975.41	<b>\$0.00</b>
<u>0</u>	<b>B15</b>	<b><u>2-COLOR DIAMOND GRADE CHEVRON (OUTBOARD OF DOORS)</u></b> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned outboard of the rear doors.	\$1,353.42	<b>\$0.00</b>
<u>1</u>	<b>B16</b>	<b><u>2-COLOR DIAMOND GRADE CHEVRON (ENTIRE REAR OF BODY)</u></b> A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned on the entire rear of the vehicle.	\$2,292.78	<b>\$2,292.78</b>

Quantity	Option code	Description	Price	Extended
<b><u>INTERIOR ACRYLIC/POLYCARBONATE DOOR AND COUNTERTOP OPTIONS (C)</u></b>				
<u>0</u>	C01	<b>SOLID SURFACE DOORS, INTERIOR CABINET (Price is each door)</b> The hinged cabinet door shall be constructed of SOLID SURFACE. All corners and edges to be radiused.	\$217.33	\$0.00
<u>2</u>	C02	<b>SOLID SURFACE COUNTERTOP (Price is each counter top)</b> Install SOLID SURFACE countertop in lieu of standard stainless steel. The joint of the vertical surface and horizontal lip shall have a radiused, coved appearance and there shall be no visible seams.	\$541.78	\$1,083.56
<u>2</u>	C03	<b>DELETE STANDARD SOLID SURFACE COUNTER TOP (Price is each counter top)</b>	(\$153.83)	-\$307.66
<u>0</u>	C04	<b>FRAMED DOORS WITH ACRYLIC/POLYCARBONATE INSERTS, INTERIOR CABINET (Price is each door)</b> The hinged cabinet door shall be constructed of framed Acrylic/Polycarbonate.	\$207.03	\$0.00
<u>0</u>	C05	<b>MIRRORIZED STAINLESS STEEL INHALATION WALLS</b>	\$650.96	\$0.00
<u>0</u>	C06	<b>DELETE STANDARD FORMICA-COVERED INHALATION WALLS</b>	(\$307.66)	\$0.00
<u>0</u>	C07	<b>MIRRORIZED STAINLESS STEEL INHALATION PANEL</b>	\$627.27	\$0.00
<u>0</u>	C08	<b>DELETE STANDARD FORMICA-COVERED INHALATION PANEL</b>	(\$307.66)	\$0.00
<u>0</u>	C09	<b>STAINLESS STEEL INHALATION WALLS (NON POLISHED OR MIRRORIZED)</b>	\$382.13	\$0.00
<u>0</u>	C10	<b>STAINLESS STEEL INHALATION PANEL (NON POLISHED OR MIRRORIZED)</b>	\$448.05	\$0.00
<b><u>INTERIOR COLOR AND MATERIALS OPTIONS (D)</u></b>				
<u>0</u>	D01	<b>CUSTOM FLOOR</b> A flooring material other than standard shall be installed in the patient module.	\$135.96	\$0.00
<u>0</u>	D02	<b>STAINLESS STEEL RISER, MAIN CABINET WALL</b> Install stainless steel on cabinet wall riser.	\$204.97	\$0.00
<u>0</u>	D03	<b>DELETE STANDARD FORMICA RISE, MAIN CABINET WALL</b>	(\$211.12)	\$0.00
<u>0</u>	D04	<b>STAINLESS STEEL RISER, BENCH WALL</b> Install stainless steel on bench riser wall.	\$204.97	\$0.00
<u>0</u>	D05	<b>DELETE STANDARD FORMICA RISER, BENCH WALL</b>	(\$211.12)	\$0.00
<u>0</u>	D06	<b>INTERIOR UPGRADE: CARBON FIBER, Full Panels</b> All interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors).	\$1,895.20	\$0.00
<u>0</u>	D07	<b>INTERIOR UPGRADE: CARBON FIBER, Partial Panels</b> All upper interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors). The lower door panels are to be covered with stainless steel.	\$1,353.42	\$0.00
<u>1</u>	D08	<b>INTERIOR UPGRADE: CG TECH</b> All upper interior door panels, inhalation panel and patient area walls are to be finished with CG Tech material (selection of colors). The lower door panels and cabinet risers are to be covered with stainless steel.	\$962.02	\$962.02
<u>0</u>	D09	<b>DELTE STANDARD FORMICA INTERIOR</b>	(\$1,169.11)	\$0.00
<u>0</u>	D10	<b>UNIT TO BE CHANGE 10 COMPLIANT</b>	\$463.50	\$0.00
<b><u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E)</u></b>				
<u>0</u>	E01	<b>I.V. HOOKS, CAST RUBBER, ADDITIONAL BEYOND STANDARD TWO</b> Install additional Cast Products recessed I.V. hooks in ceiling. Hooks are installed into aluminum mounting plates and are to be fabricated from flexible rubber.	\$101.97	\$0.00
<u>0</u>	E02	<b>I.V. HOOKS, PERKO CLIPS (EACH)</b>	\$20.60	\$0.00
<u>0</u>	E03	<b>COT WHEEL FLOOR PLATES, FULL WIDTH</b> Install full width stainless steel cot wheel plates.	\$145.23	\$0.00
<u>1</u>	E04	<b>DELETE STANDARD FERRO 'Stat Trac' COT MOUNT</b>	(\$2,051.76)	-\$2,051.76
<u>0</u>	E05	<b>PROVIDE AND INSTALL STRYKER POWER LOAD SYSTEM</b>	\$25,439.04	\$0.00
<u>0</u>	E06	<b>PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM W/O CHARGER</b>	\$5,237.66	\$0.00
<u>0</u>	E07	<b>PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM WITH CHARGER</b>	\$7,863.39	\$0.00
<u>1</u>	E08	<b>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</b> The installation, including wiring shall be provided for a customer provided Stryker #6390 Power-Load cot mount system.	\$626.24	\$626.24
<u>0</u>	E09	<b>INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD "MSS CASUALTY" FLOOR PLATE ON SELECTED MODEL</b>	\$237.62	\$0.00
<u>0</u>	E10	<b>INSTALL, UNDER-FLOOR PLATES ONLY FOR STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL</b> Under-floor plates are to be installed for later addition of a Stryker #6390 Power-Load cot mount system.	\$0.00	\$0.00
<u>0</u>	E11	<b>INSTALL, CUSTOMER PROVIDED FW #601 ICS CHARGING SYSTEM FOR COT MOUNT</b> The installation, including wiring shall be provided for a customer provided FW #601 ICS charging system.	\$460.41	\$0.00
<b><u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)</u></b>				
<u>0</u>	E12	<b>INSTALL, CUSTOMER PROVIDED FW STAT TRAC FOR FW IN'X COT</b> (Does not include installation of required FW 601 ICS charging system from E10)	\$626.24	\$0.00
<u>0</u>	E13	<b>COT SAFETY HOOK</b>	\$70.04	\$0.00
<u>0</u>	E14	<b>SUPPLY FW 28Z COT</b>	\$6,680.58	\$0.00

Quantity	Option code	Description	Price	Extended
<u>0</u>	<u>E15</u>	<u>SUPPLY STRYKER 6506 POWER PRO XT COT, POWER LOAD COMPATIBLE</u>	\$17,387.43	<u>\$0.00</u>
<u>0</u>	<u>E16</u>	<u>SUPPLY FW 822137 FLIP OUT HANDLES</u>	\$406.85	<u>\$0.00</u>
<u>0</u>	<u>E17</u>	<u>SUPPLY FW 0822178 SOFTNET, Q2 HOLDER, POUCH</u>	\$248.23	<u>\$0.00</u>
<u>0</u>	<u>E18</u>	<u>DELETE STANDARD CLEAR REAR ACCESS DOOR WINDOWS</u>	(\$264.16)	<u>\$0.00</u>
<u>0</u>	<u>E19</u>	<u>DELETE STANDARD CLEAR SIDE ACCESS DOOR WINDOW</u>	(\$154.89)	<u>\$0.00</u>
<u>1</u>	<u>E20</u>	<u>DELETE STANDARD CLEAR CURBSIDE BODY WINDOW</u>	(\$195.21)	<u>-\$195.21</u>
<u>0</u>	<u>E21</u>	<u>ADD PRIVACY TINTED REAR ACCESS DOOR WINDOWS</u>	\$275.83	<u>\$0.00</u>
<u>0</u>	<u>E22</u>	<u>ADD PRIVACY TINTED SIDE ACCESS DOOR WINDOW</u>	\$165.50	<u>\$0.00</u>
<u>0</u>	<u>E23</u>	<u>ADD PRIVACY TINTED CURBSIDE BODY WINDOW</u>	\$201.57	<u>\$0.00</u>
<u>0</u>	<u>E24</u>	<u>ELECTRONIC PRIVACY WINDOWS IN PATIENT MODULE DOORS</u> The patient area door windows shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$2,276.30	<u>\$0.00</u>
<u>0</u>	<u>E25</u>	<u>ELECTRONIC PRIVACY WINDOW IN SIDE BODY WINDOW</u> The side body door window shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	\$1,341.06	<u>\$0.00</u>
<u>0</u>	<u>E26</u>	<u>GRAB RAIL PADDING FOR STANDARD GRAB RAILS</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$107.12	<u>\$0.00</u>
<u>0</u>	<u>E27</u>	<u>8 FOOT GRAB RAIL CENTERED IN CEILING</u>	\$177.16	<u>\$0.00</u>
<u>0</u>	<u>E28</u>	<u>DELETE STANDARD (2) 2' OR (1) 6' ANTIMICROBIAL CEILING GRAB RAIL</u>	(\$145.34)	<u>\$0.00</u>
<u>0</u>	<u>E29</u>	<u>ADD 6' ANTIMICROBIAL CEILING GRAB RAIL</u>	\$145.34	<u>\$0.00</u>
<u>0</u>	<u>E30</u>	<u>ADD 6' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL</u>	\$202.63	<u>\$0.00</u>
<u>0</u>	<u>E31</u>	<u>ADD 8' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL</u>	\$301.30	<u>\$0.00</u>
<u>0</u>	<u>E32</u>	<u>GRAB RAIL PADDING, 6 FOOT BENCH RAIL</u> Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	\$107.12	<u>\$0.00</u>
<u>0</u>	<u>E33</u>	<u>2' GRAB RAIL, WITH ANTIMICROBIAL COATING</u> Install a 2' rail, with antimicrobial coating at a location to be determined	\$79.31	<u>\$0.00</u>
<u>0</u>	<u>E34</u>	<u>2' GRAB RAIL, ANTI SLIP, WITH ANTIMICROBIAL COATING</u> Install a 2' anti-slip rail, with antimicrobial coating at a location to be determined	\$134.93	<u>\$0.00</u>
<u>0</u>	<u>E35</u>	<u>UPGRADE ANGLED DOOR HANDLES TO ANTI-SLIP, WITH ANTIMICROBIAL COATING</u> All access door handles are to be anti-slip knurl type, with antimicrobial coating	\$192.61	<u>\$0.00</u>

Quantity	Option code	Description	Price	Extended
<b><u>INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)</u></b>				
<u>0</u>	<b>E36</b>	<b><u>UPGRADE REQUIRED GRAB HANDLES TO HIGH VISION YELLOW POWDER COAT, WITH ANTIMICROBIAL COATING (Each)</u></b> Grab handles as required are to be upgraded to yellow powder coat, with anti-microbial coating (price is each)	\$28.84	<b>\$0.00</b>
<u>0</u>	<b>E37</b>	<b><u>BENCH RESTRAINT, MANSAYER BAR</u></b> Install safety man drop down arm at head of squad bench. Reinforce wall with welded aluminum mounting plate.	\$541.78	<b>\$0.00</b>
<u>0</u>	<b>E38</b>	<b><u>DELETE STANDARD BOLSTER</u></b>	(\$185.66)	<b>\$0.00</b>
<u>0</u>	<b>E39</b>	<b><u>STAINLESS STEEL LOWER DOOR TRIM</u></b> Finish lower section of inside patient compartment doors with stainless steel.	\$303.85	<b>\$0.00</b>
<u>0</u>	<b>E40</b>	<b><u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITHOUT SHARPS OR WASTE)</u></b>	\$580.92	<b>\$0.00</b>
<u>0</u>	<b>E41</b>	<b><u>INSTALL 'A' BAR AT HEAD END OF BENCH (WITH SHARPS AND WASTE)</u></b>	\$699.37	<b>\$0.00</b>
<u>0</u>	<b>E42</b>	<b><u>INSTALL COAT HOOKS (Each)</u></b>	\$30.90	<b>\$0.00</b>
<u>0</u>	<b>E43</b>	<b><u>INSTALL HANDLE LOCK MOUNTS (Each)</u></b>	\$88.23	<b>\$0.00</b>
<u>0</u>	<b>E44</b>	<b><u>DELETE STANDARD 5# ABC EXTINGUISHER (Each)</u></b>	(\$78.51)	<b>\$0.00</b>
<u>0</u>	<b>E45</b>	<b><u>INSTALL AMEREX 240 EXTINGUISHER</u></b>	\$176.45	<b>\$0.00</b>
<u>0</u>	<b>E46</b>	<b><u>INSTALL AMEREX 1411 EXTINGUISHER</u></b>	\$111.76	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>EXTERIOR ACCESSORY AND TRIM OPTIONS (F)</u></b>				
0	F01	<b><u>REAR TOW HOOKS</u></b> Install 2 tow hooks rear of vehicle. Attach to bumper frame.	\$151.41	\$0.00
0	F02	<b><u>RECESSED TOW EYES</u></b> Tow eyes shall be recessed into the rear step kick plate, with Cast Products Bezels utilized	\$576.80	\$0.00
0	F03	<b><u>HEATED, POWER REMOTE MIRRORS, TYPE III AMBULANCE ONLY</u></b> Install heated, power remote Velvac 2020 mirrors in place of the OEM mirrors. Weld over and paint over any unused holes left from the OEM mirrors. This feature is standard on GM type 3 chassis	\$778.68	\$0.00
0	F04	<b><u>ON SPOT SNOW CHAINS</u></b> Install automatic ON-SPOT air operated snow chains. Includes installation of system air compressor if chassis does not already have one.	\$2,868.55	\$0.00
0	F05	<b><u>ONSPOT AIR COMPRESSOR</u></b>	\$535.75	\$0.00
1	F06	<b><u>KUSSMAUL MAINTENANCE AIR COMPRESSOR, MEDIUM DUTY TRUCK</u></b> Install a Kussmaul maintenance air compressor and wire into the shoreline circuit for automatic operation.	\$908.73	\$908.73
0	F07	<b><u>INSTALL QUICK CONNECT AIR FITTING FOR CHASSIS AIR SYSTEM</u></b>	\$131.84	\$0.00
0	F08	<b><u>RUBBER REAR FENDERS</u></b> Install rubber rear fenderettes in lieu of stainless steel	\$160.68	\$0.00
0	F09	<b><u>DELETE STANDARD STAINLESS FENDERS</u></b>	(\$205.81)	\$0.00
1	F10	<b><u>FRONT TOP BODY MOUNT AC CONDENSER (MEDIUM DUTY CHASSIS)</u></b> Relocate AC condenser to front of body from underside and paint to match body.	\$1,331.79	\$1,331.79
1	F11	<b><u>DELETE STANDARD UNDERBODY CONDENSER</u></b> Only applicable to chassis where it is included as standard	(\$1,186.09)	-\$1,186.09
0	F12	<b><u>INSTALL FRONT TOP BODY MOUNT AC CONDENSER (FORD E or F SERIES or CHEVROLET G CHASSIS)</u></b> Install added AC condenser to front of body and paint to match body.	\$1,331.79	\$0.00
0	F13	<b><u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-MEDIUM DUTY/DODGE</u></b> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$3,151.80	\$0.00
0	F14	<b><u>INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-ALL OTHER CHASSIS</u></b> Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	\$3,151.80	\$0.00
0	F15	<b><u>INSTALL COOL TECH I CONDENSER-MEDIUM DUTY/DODGE</u></b> Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	\$2,941.68	\$0.00
0	F16	<b><u>INSTALL COOL TECH I CONDENSER-ALL OTHER CHASSIS</u></b> Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	\$2,941.68	\$0.00
0	F17	<b><u>INSTALL 110 VAC DANHARD COMBINATION HEAT/AC SYSTEM</u></b> A Danhard 110VAC heat/AC system shall be installed in the patient area. Note that an additional 20amp shoreline must be added with this option	\$4,030.39	\$0.00
0	F18	<b><u>INSTALL ACTIVEPURE AIR DECONTAMINATION SYSTEM IN HEAT/AC DUCT WORK</u></b>	\$941.08	\$0.00
0	F19	<b><u>EXTEND FRONT CORNER GUARDS TO STRIPE HEIGHT</u></b>	\$84.46	\$0.00
1	F20	<b><u>INSTALL TURN-OUT ON VERTICAL EXHAUST</u></b>	\$165.83	\$165.83
0	F21	<b><u>UPGRADE REAR MUD FLAP TO UPS BRUSH STYLE</u></b>	\$304.88	\$0.00
0	F22	<b><u>DELETE STANDARD REAR MUDFLAPS</u></b>	(\$116.70)	\$0.00
0	F23	<b><u>INSTALL ADDITIONAL BATTERY THAT IS IN ADDITION TO STANDARD OEM CHASSIS BATTERY SYSTEM</u></b>	\$209.09	\$0.00
0	F24	<b><u>UPGRADE RUNNING BOARDS FOR EXTENDED CAB CHASSIS</u></b>	\$309.38	\$0.00
0	F25	<b><u>DELETE STANDARD RUNNING BOARDS</u></b>	(\$305.54)	\$0.00
0	F26	<b><u>UPGRADE RUNNING BOARDS FOR 4-DOOR CAB CHASSIS</u></b>	\$461.13	\$0.00



Quantity	Option code	Description	Price	Extended
<b><u>RADIOS AND CONSOLES (G)</u></b>				
<u>1</u>	<u>G01</u>	<b><u>ADDITIONAL COAX PRE-WIRE, EACH</u></b> Install additional antenna coax and access plate in patient module roof. Coax is Belden brand RG-58.	\$142.14	<b>\$142.14</b>
<u>0</u>	<u>G02</u>	<b><u>INSTALL K-94 ANTENNA BASES, EACH</u></b>	\$91.67	<b>\$0.00</b>
<u>1</u>	<u>G03</u>	<b><u>CONSOLE EXTENSION</u></b> Install an aluminum extension onto the standard cab console for holding maps, books, radios, etc.	\$657.14	<b>\$657.14</b>
<u>1</u>	<u>G04</u>	<b><u>CUP HOLDER/WALKIE TALKIE POCKET HOLDERS</u></b> Install plastic fabricated cup holders or carpeted walkie-talkie pockets for customer provided equipment	\$55.62	<b>\$55.62</b>
<u>1</u>	<u>G05</u>	<b><u>RADIO OR RADIO HEAD PRE-CUT, CAB CONSOLE, EACH</u></b> Mount radio or radio head in front cab console. Does not include connecting cables, providing power or connecting antenna cables.	\$119.48	<b>\$119.48</b>
<u>1</u>	<u>G06</u>	<b><u>RADIO OR RADIO HEAD PRE-CUT, REAR INHALATION PANEL, EACH</u></b> Mount radio or radio head in rear inhalation panel. Does not include connecting cables, providing power or connecting antenna cables.	\$119.48	<b>\$119.48</b>
<u>2</u>	<u>G07</u>	<b><u>RADIO CABLE INSTALLATION, EACH RADIO</u></b> Does not include providing power or connecting antenna cables	\$98.88	<b>\$197.76</b>
<u>0</u>	<u>G08</u>	<b><u>3-STUD RADIO POWER AND GROUND STUDS, ADDITIONAL BEYOND STANDARD TWO</u></b> Install heavy gauge power (battery switched and hot) and ground studs for radio or cell phone power.	\$140.08	<b>\$0.00</b>
<u>0</u>	<u>G09</u>	<b><u>COMPUTER MOUNT INSTALLATION</u></b> Install customer provided computer mount at a position to be determined by purchaser.	\$176.45	<b>\$0.00</b>
<u>0</u>	<u>G10</u>	<b><u>COMPUTER/PRINTER MOUNT TRAY</u></b> Install Horton provided computer/printer tray at a position to be determined by purchaser.	\$205.87	<b>\$0.00</b>
<u>0</u>	<u>G11</u>	<b><u>SUPPLY AND INSTALL SIGTRONICS 3 HEADSET INTERCOM SYSTEM</u></b> Install Horton provided Sigtronics 3 headset intercom with position to be determined by purchaser. System to include radio connector, headsets, headset hooks and interface.	\$3,764.32	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>INTERIOR CABINET OPTIONS (H)</u></b>				
<u>2</u>	<b>H01</b>	<b><u>ADJUSTABLE VERTICAL DIVIDERS PER CABINET SEGMENT</u></b> Install adjustable shelf tracks into the upper and lower cabinet walls. Fabricate Acrylic/Polycarbonate dividers to fit vertically into the cabinet and between the recessed tracks. The dividers shall be adjustable within the track and held into position with cushioned track shelf supports.	\$271.92	<b>\$543.84</b>
<u>0</u>	<b>H02</b>	<b><u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, STREET SIDE</u></b> Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	\$237.93	<b>\$0.00</b>
<u>2</u>	<b>H03</b>	<b><u>SLIDING DRAWER, INTERIOR CABINET WALL</u></b> Install a pull out cabinet drawer mounted on grant slides. Drawer is made of aluminum.	\$488.22	<b>\$976.44</b>
<u>0</u>	<b>H04</b>	<b><u>PULL-OUT WRITING TABLE</u></b>	\$268.83	<b>\$0.00</b>
<u>0</u>	<b>H05</b>	<b><u>PULL-OUT WRITING TABLE, WITH STORAGE BELOW</u></b>	\$419.21	<b>\$0.00</b>
<u>1</u>	<b>H06</b>	<b><u>DRUG BOX, ENCLOSED</u></b> A separate drug storage box shall be fabricated and installed within the cabinet as designated by the customer.	\$204.97	<b>\$204.97</b>
<u>1</u>	<b>H07</b>	<b><u>LOCKING DOOR, INTERIOR CABINET</u></b> Install a single lockable door on the customer's choice of cabinet.	\$41.20	<b>\$41.20</b>
<u>0</u>	<b>H08</b>	<b><u>PUSH BUTTON SIMPLEX LOCK, INTERIOR CABINET DOOR OR DRAWER</u></b> Install a Simplex push button lock on an interior door of the customer's choice.	\$215.27	<b>\$0.00</b>
<u>1</u>	<b>H09</b>	<b><u>LOCKING DOOR, ELECTRONIC RCI KEYPAD LOCK FOR INTERIOR CABINET</u></b>	\$423.33	<b>\$423.33</b>
<u>0</u>	<b>H10</b>	<b><u>SHARPS / WASTE STORAGE COMPARTMENT, EACH</u></b> A sharps / waste storage compartment shall be installed in the patient module interior. Several designs are available.	\$441.87	<b>\$0.00</b>
<u>1</u>	<b>H11</b>	<b><u>DELETE STANDARD RECESSED SHARPS/WASTE</u></b>	(\$447.70)	<b>-\$447.70</b>
<u>0</u>	<b>H12</b>	<b><u>LIFT UP FRAMES FOR SLIDING DOOR CABINET, CURBSIDE</u></b> Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	\$237.93	<b>\$0.00</b>
<u>0</u>	<b>H13</b>	<b><u>DUAL CABINET ACCESS, CURBSIDE OR STREET SIDE</u></b> Provide interior access to exterior compartment. Interior access to be trimmed with customer's choice of sliding Acrylic/Polycarbonate doors, hinged solid Formica doors or hinged Acrylic/Polycarbonate doors.	\$493.37	<b>\$0.00</b>
<u>0</u>	<b>H14</b>	<b><u>INVENTORY TAGS, TAMPER-RESISTANT, FOR INTERIOR CABINETS</u></b> Each cabinet door and cabinet extrusion shall be drilled to accept single use security seals. They shall keep closed the cabinet doors after an inventory has been performed. The presence of a intact seal indicates no inventory has been removed from the cabinet.	\$181.74	<b>\$0.00</b>
<u>0</u>	<b>H15</b>	<b><u>GLOVE CABINET, RECESSED, WITH ACRYLIC/POLYCARBONATE DOOR, EACH CABINET</u></b> The customer specified location shall provide storage for customer-supplied glove boxes. An elongated slot in the cabinet replaced from behind the cabinet dispensing surface.	\$504.66	<b>\$0.00</b>
<u>1</u>	<b>H16</b>	<b><u>GLOVE STORAGE, RECESSED ABOVE FRONT WALL CABINET, SIDE OR REAR DOORS</u></b>	\$437.16	<b>\$437.16</b>
<u>0</u>	<b>H17</b>	<b><u>ROBINSON ROLL UP DOOR IN FRONT WALL CABINET</u></b> In lieu of hinged Acrylic/Polycarbonate doors in the front wall cabinet, use a full height Robinson roll up door.	\$1,220.55	<b>\$0.00</b>
<u>0</u>	<b>H18</b>	<b><u>DOVER ROLL UP DOOR WITH CLEAR ACRYLIC/POLYCARBONATE SLATS INSTALLED IN ANY CABINET</u></b>	\$2,058.61	<b>\$0.00</b>
<u>0</u>	<b>H19</b>	<b><u>FERNO INTRAXX LP15 SURFACE MOUNT</u></b>	\$1,581.05	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>INTERIOR CABINET OPTIONS (H) (Cont.)</u></b>				
<u>0</u>	H20	<u>TECHNIMOUNT LP15 SHELF MOUNT</u>	\$1,189.65	\$0.00
<u>0</u>	H21	<u>TECHNIMOUNT LP15 WALL MOUNT</u>	\$2,406.08	\$0.00
<u>0</u>	H22	<u>HEATED CABINET (SMITHWORKS)</u> A heated IV storage cabinet shall be installed at a choice of location. The cabinet shall be heated with a Smithwork's heated tray system.	\$481.01	\$0.00
<u>0</u>	H23	<u>REFRIGERATOR</u> A Norcold 12v refrigerator shall be installed in the patient area at a choice of location (an <b>added cabinet</b> specifically for the refrigerator is an additional cost)	\$1,294.71	\$0.00
<u>0</u>	H24	<u>TEMPERATURE CONTROLLED CABINET (2 OPTIONS)</u> A MK15 temperature controlled cabinet shall be installed at a choice of location	\$3,878.98	\$0.00
<u>0</u>		A MK20SS temperature controlled cabinet shall be installed at a choice of location	\$4,009.79	\$0.00
<u>0</u>	H25	<u>CROSSOVER CABINET</u> A cabinet shall be installed above the walk-through in the patient area.	\$475.86	\$0.00
<u>0</u>	H26	<u>DUCTED HEAT/AC SYSTEM (HEAT/AC SEPARATE)</u> The rear heat/AC system shall be installed in the corner above the linen cabinet. The system shall include an aluminum chute system for air movement. The chute shall be located above the main cabinet wall.	\$1,493.50	\$0.00
<u>1</u>	H27	<u>ADD CUSTOM INTERIOR CABINET (Per unit cost without drawers or attachments)</u>	\$411.72	\$411.72
<u>0</u>	H28	<u>ADD CUSTOM MONITOR STORAGE WITH INSIDE/OUTSIDE ACCESS</u>	\$941.08	\$0.00
<u>0</u>	H29	<u>INSTALL ADDITIONAL SHELF IN INTERIOR CABINET MODULE</u>	\$101.97	\$0.00
<u>0</u>	H30	<u>INSTALL UV LAMP IN AREA TO BE DESIGNATED</u>	\$323.49	\$0.00
<u>1</u>	H31	<u>INSTALL CUSTOMER PROVIDED KNOX MED VAULT or KEY VAULT</u>	\$265.74	\$265.74
<u>0</u>	H32	<u>INSTALL CARGO NET PROTECTION OVER OPEN CABINET FACE</u>	\$488.22	\$0.00
<b><u>INTERIOR CABINET and SEATING OPTIONS (HS)</u></b>				
<u>1</u>	HS01	<u>CPR SEAT STORAGE</u> A trimmed storage area shall be accessed by raising the hinged side attendant seat base cushion.	\$204.97	\$204.97
<u>1</u>	HS02	<u>INSTALL RECESSED PADDLE LATCH FOR LIFT-UP CPR SEAT CUSHION</u>	\$268.83	\$268.83
<u>1</u>	HS03	<u>INSTALL GAS SPRING HOLD-OPEN FOR LIFT-UP CPR SEAT CUSHION</u>	\$30.90	\$30.90
<u>1</u>	HS04	<u>CPR SEAT WIDENED BEYOND STANDARD 28"</u>	\$270.56	\$270.56
<u>0</u>	HS05	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT &amp; 4-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 4-point seat belt.	\$1,302.95	\$0.00
<u>0</u>	HS06	<u>HEAD ATTENDANT BUCKET SEAT WITH 6-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat. The seat to be adjustable front to rear and shall a 6-point seat belt.	\$1,817.95	\$0.00
<u>0</u>	HS07	<u>DELETE STANDARD 4PT ATTENDANT'S SEAT</u>	(\$1,272.02)	\$0.00
<u>0</u>	HS08	<u>HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT &amp; 6-POINT SEAT BELT</u> Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 6-point seat belt.	\$2,148.58	\$0.00
<u>0</u>	HS09	<u>BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, PERMANENT MOUNT</u>	\$1,234.97	\$0.00
<u>0</u>	HS10	<u>BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, SWIVEL MOUNT</u>	\$1,234.97	\$0.00
<u>0</u>	HS11	<u>EVS SLIDING TRACK ON BENCH (Select type of seat from above)</u>	\$1,725.69	\$0.00
<u>0</u>	HS12	<u>DELETE SET OF STANDARD 4-POINT SEAT BELTS</u>	(\$488.22)	\$0.00

Quantity	Option code	Description	Price	Extended
<b><u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I)</u></b>				
<u>0</u>	<u>I01</u>	<b><u>DOWNGRADE STANDARD INPOWER BATTERY SWITCH</u></b>	(\$326.76)	\$0.00
<u>1</u>	<u>I02</u>	<b><u>INVERTER PREWIRING, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u></b> Furnish wiring only to the designated electrical equipment location to power a Vanner 20-1000TUL inverter equipped with a Vanner interface module. Wiring shall also be furnished from the future inverter location to the area behind the inhalation panel to the control switch.	\$238.96	\$238.96
<u>0</u>	<u>I03</u>	<b><u>INSTALL INVERTER, VANNER 1000 WATT 20-1000TUL WITH INTERFACE</u></b> A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.	\$2,101.20	\$0.00
<u>0</u>	<u>I04</u>	<b><u>DELETE THE STANDARD 45AMP BATTERY CHARGER</u></b>	(\$490.14)	\$0.00
<u>0</u>	<u>I05</u>	<b><u>ADD AN 80AMP BATTERY CHARGER</u></b>	\$594.10	\$0.00
<u>0</u>	<u>I06</u>	<b><u>LED RUNNING BOARD LIGHTS</u></b> Install Whelen Par 16 LED running board lights	\$249.26	\$0.00
<u>0</u>	<u>I07</u>	<b><u>DELETE THE STANDARD M6 SERIES SIDE MARKER LIGHTS</u></b>	(\$570.76)	\$0.00
<u>0</u>	<u>I08</u>	<b><u>ADD 700 SERIES LED SIDE MARKER LIGHTS</u></b>	\$489.07	\$0.00
<u>0</u>	<u>I09</u>	<b><u>ADD ADDITIONAL REPORT LIGHT</u></b>	\$149.35	\$0.00
<u>0</u>		<b><u>LED SIDE DOOR STEP WELL LIGHT</u></b> Upgrade the side door step well light from halogen to Whelen Par 16 LED light	\$92.70	\$0.00
<u>0</u>	<u>I10</u>	<b><u>DELETE VISTA LED STEPWELL LIGHT</u></b>	(\$95.48)	\$0.00
<u>0</u>	<u>I11</u>	<b><u>LED INTERIOR CABINET LIGHTING (Main Wall)</u></b> Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	\$625.21	\$0.00
<u>0</u>	<u>I12</u>	<b><u>LED INTERIOR CABINET LIGHTING (Bench Wall)</u></b> Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	\$165.83	\$0.00
<u>0</u>	<u>I13</u>	<b><u>MODULE DISCONNECT TIMER PROGRAMMING</u></b> The module disconnect shall be programmed to automatically shut down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.	\$101.97	\$0.00
<u>0</u>	<u>I14</u>	<b><u>AIRCRAFT TYPE CLOCK, ILLUMINATED, ON HINGED ACCESS PANEL</u></b> An aircraft style back lighted clock with sweep second hand shall be installed. Back lighting shall be 12 volt. Clock shall be installed on a hinge and secured with a ball catch to provide easy access for changing time and battery.	\$210.12	\$0.00
<u>0</u>	<u>I15</u>	<b><u>DIGITAL CLOCK, NEC MODEL 0150004</u></b>	\$746.99	\$0.00
<u>0</u>	<u>I16</u>	<b><u>DIGITAL CLOCK, INTELLITEC</u></b>	\$329.60	\$0.00
<u>0</u>	<u>I17</u>	<b><u>DIGITAL CLOCK, LARGE FACE LED WITHOUT SECONDS READOUT</u></b>	\$329.60	\$0.00
<u>1</u>	<u>I18</u>	<b><u>DIGITAL CLOCK, LARGE FACE LED WITH SECONDS READOUT</u></b>	\$465.56	\$465.56
<u>1</u>	<u>I19</u>	<b><u>CAB CEILING LIGHTS, LED</u></b> Two (2) Signal Stat or TecNiq lights shall be installed in the cab headliner.	\$185.40	\$185.40
<u>1</u>	<u>I20</u>	<b><u>LAMP TIMER, PROGRAMMABLE FOR DOME OR FLORESCENT LIGHTS</u></b> Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the lights, with the battery switch in the off position.	\$116.39	\$116.39
<u>0</u>	<u>I21</u>	<b><u>FLORESCENT LIGHTS, 39 INCH, EACH</u></b> Install 39 inch, 12 volt fluorescent ceiling light fixtures.	\$251.32	\$0.00
<u>2</u>	<u>I22</u>	<b><u>ROM DURLLOUMEN LIGHTING, EACH</u></b>	\$290.69	\$581.37
<u>0</u>	<u>I23</u>	<b><u>INSTALL TECNIQ LED DOME LIGHT, WITH MOTION SENSOR (EACH)</u></b>	(\$167.05)	\$0.00
<u>0</u>	<u>I24</u>	<b><u>INTERIOR 110 VOLT OUTLETS, ADDITIONAL, EACH</u></b> Install 110v interior AC duplex outlets. Outlets shall have integral illumination to turn on when power is present.	\$116.39	\$0.00
<u>0</u>	<u>I25</u>	<b><u>EXTERIOR 110 VOLT OUTLETS, EACH</u></b> Install 110v exterior 15 amp AC duplex outlets, including weatherproof cover.	\$190.57	\$0.00
<u>0</u>	<u>I26</u>	<b><u>INTERIOR 12 VOLT OUTLETS, CIGARETTE LIGHTER/USB STYLE, ADDITIONAL, EACH</u></b> Install heavy duty cigarette lighter type 12 volt DC USB Style. Each outlet shall install in a standard wall outlet plate and shall have a flip-up cover.	\$76.22	\$0.00
<u>0</u>	<u>I27</u>	<b><u>REAR SPEAKERS FOR CHASSIS CAB RADIO, PAIR</u></b> Install two rear speakers and wire to the chassis cab radio. Volume shall be controlled through the rear attendant panel via solid state switching.	\$184.37	\$0.00
<b><u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u></b>				
<u>0</u>	<u>I28</u>	<b><u>FOG LIGHTS, HELLA, CLEAR OR AMBER, PAIR</u></b> Install two Hella fog lights and program to operate through a switch in the cab console.	\$227.63	\$0.00
<u>0</u>	<u>I29</u>	<b><u>FOG LIGHTS, PIAA ION CRYSTAL CLEAR OR AMBER, PAIR</u></b> Install two PIAA fog lights and program to operate through a switch in the cab console.	\$353.29	\$0.00
<u>0</u>	<u>I30</u>	<b><u>SHORELINE: ADD 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u></b>	\$233.81	\$0.00

Quantity	Option code	Description	Price	Extended
Note: requires selecting 20 Amp Super Auto Eject below				
1	I31	<b><u>SHORELINE: DELETE CREDIT FOR 20 AMP SHORELINE INLET</u></b> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	(\$233.81)	-\$233.81
1	I32	<b><u>SHORELINE: ADD FOR POWER ON INDICATOR LIGHT</u></b> Install a pilot light to indicate presence of AC power at shoreline inlet.	\$61.80	\$61.80
1	I33	<b><u>SHORELINE: ADD 1ST KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR</u></b>	\$602.55	\$602.55
0	I34	<b><u>SHORELINE: ADD 2ND KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR</u></b>	\$602.55	\$0.00
0	I35	<b><u>WIRE ENGINE BLOCK HEATER TO SHORELINE</u></b> Wire the chassis engine block heater to the shoreline inlet circuit. Protect the block heater circuit with a circuit breaker that can also be used as an on/off switch for this feature.	\$204.97	\$0.00
0	I36	<b><u>LED LIGHTED RUB RAILS</u></b> Install custom made LED light strips flush mounted into the lower body aluminum diamond plate rub rails. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Rub rails forward of the rear wheel opening shall have (3) LED strips. Rub rails behind the rear wheel opening shall have (2) LED strips. Steady burn on with headlight switch and flash with red flashing light circuit. Customer may request different programming if desired.	\$1,527.49	\$0.00
1	I37	<b><u>LED GROUND LIGHTING</u></b>	\$478.95	\$478.95
0	I38	<b><u>LED DOCKING LIGHTS</u></b>	\$353.29	\$0.00
0	I39	<b><u>CARBON MONOXIDE DETECTOR</u></b> Install a marine grade CO detector in interior of patient module.	\$281.15	\$0.00
0	I40	<b><u>DELETE STANDARD ELECTRIC DOOR LOCKS, EXTERIOR COMPARTMENTS</u></b> Power activated door locks shall be installed on all exterior compartment doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	(\$729.24)	\$0.00
0	I41	<b><u>DELETE STANDARD ELECTRIC DOOR LOCKS, MODULAR BODY ACCESS DOORS</u></b> Power activated door locks shall be installed on all exterior patient module doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	(\$204.97)	\$0.00
0	I42	<b><u>DELETE STANDARD ELECTRIC DOOR UNLOCK SWITCH, CONCEALED</u></b> Install a concealed electric door unlock switch in the chassis grille.	(\$101.97)	\$0.00
0	I43	<b><u>ELECTRIC DOOR UNLOCK SWITCH, TOUCH PAD</u></b> Install a 5 button touch pad assembly to lock or unlock designated electric door locks	\$643.75	\$0.00
1	I44	<b><u>DOOR LOCKS, PROGRAM TO OPERATE ON OEM CHASSIS SWITCH</u></b> Program all modular body and exterior compartment door power locks to operate on the same circuit as the chassis cab power locks. Any power lock switch in the chassis cab or modular body shall operate all locks in a common circuit.	\$135.96	\$135.96
0	I45	<b><u>HORTON 'Free Floating' DOOR HANDLES TO BE LIGHTED</u></b>	\$541.78	\$0.00
0	I46	<b><u>SEAT BELT INDICATOR WITH VDR (Price per Each Belt Position)</u></b> A seat belt monitoring system with VDR shall be provided per designated locations.	\$580.92	\$0.00
0	I47	<b><u>SECURITY IDLE SYSTEM</u></b> Install a secure idle system to allow engine operation with transmission in park and ignition key removed. If the brake is depressed or transmission attempted to be shifted into gear, the engine will shut off, the marker lights will flash and the horn will sound. The system will be integrated into the Horton electrical system electronics, be activated by a switch on the control panel and provide a digital display to warn of the activated security mode.	\$452.17	\$0.00
1	I48	<b><u>PROGRAM BRAKE LIGHT FUNCTIONALITY ON REAR WARNING LIGHTS</u></b> Program rear warning lights to also function as brake lights	\$101.97	\$101.97

Quantity	Option code	Description	Price	Extended
<b><u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)</u></b>				
<u>0</u>	<u>I49</u>	<u>GOLIGHT 2020 OR 2021 ELECTRIC SPOTLIGHT ON CAB ROOF, WITH JOYSTICK CONTROL</u>	\$520.15	<b>\$0.00</b>
<u>1</u>	<u>I50</u>	<u>STAND ALONE: COLOR BACKUP CAMERA WITH MONITOR IN CAB (Mirror or monitor installed)</u>	\$1,283.38	<b>\$1,283.38</b>
<u>0</u>	<u>I51</u>	<u>STAND ALONE: COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB</u>	\$1,742.76	<b>\$0.00</b>
<u>0</u>	<u>I52</u>	<u>I4G CAMERA SYSTEM (EACH)</u>	\$380.07	<b>\$0.00</b>
<u>0</u>	<u>I53</u>	<u>INTEGRATED: PROVIDE AND INSTALL HORTON 360° CAMERA MONITORING SYSTEM (I4G ONLY) (White covers are standard)</u>	\$2,111.50	<b>\$0.00</b>
<u>0</u>	<u>I54</u>	<u>INSTALL ECHOVISION REVERSE MONITOR SYSTEM</u>	\$511.91	<b>\$0.00</b>
<u>0</u>	<u>I55</u>	<u>HAND HELD SPOT LIGHT</u>	\$116.39	<b>\$0.00</b>
<u>0</u>	<u>I56</u>	<u>STREAMLIGHT SL-45, EACH</u>	\$272.95	<b>\$0.00</b>
<u>0</u>	<u>I57</u>	<u>INSTALL CUSTOMER PROVIDED HAND HELD SPOT AND WIRE FOR OPERATION</u>	\$77.25	<b>\$0.00</b>
<u>0</u>	<u>I58</u>	<u>MOVE PRIMARY PANEL TO BENCH, WITH O2 OUTLET CUTOFF (OUTLET NOT INCLUDED)</u>	\$175.28	<b>\$0.00</b>
<u>0</u>	<u>I59</u>	<u>SECOND REAR I4G CONTROL PANEL, SURFACE MOUNTED</u>	\$2,948.89	<b>\$0.00</b>
<u>1</u>	<u>I60</u>	<u>ADD A 3-SWITCH SEALED ELECTRICAL CONTROL PANEL (Price is each panel) (Does not include applicable programming requirements)</u>	\$244.11	<b>\$244.11</b>
<u>0</u>	<u>I61</u>	<u>MOVE PRIMARY CAB SWITCH PANEL IN NAVISTAR 4300 TO FLUSH MOUNT IN CHASSIS DASH (Includes moving AM/FM radio to overhead chassis console)</u>	\$411.72	<b>\$0.00</b>
<u>0</u>	<u>I62</u>	<u>MOVE PRIMARY CAB I4G PANEL IN DODGE TO FLUSH MOUNT IN CHASSIS DASH (Includes moving AM/FM radio to cab console )</u>	\$1,151.64	<b>\$0.00</b>
<u>0</u>	<u>I63</u>	<u>PROVIDE AND INSTALL AN ENGINE HOUR METER SEPARATE FROM CHASSIS PROVIDED METER</u>	\$115.36	<b>\$0.00</b>
<u>0</u>	<u>I64</u>	<u>RELOCATE HORTON 'PDI' BOX TO LOCATION OTHER THAN #2 COMPARTMENT</u>	\$0.00	<b>\$0.00</b>
<b><u>VISUAL WARNING SYSTEM OPTIONS (J)</u></b>				
<u>1</u>	<u>J01</u>	<u>FLASHING HEADLIGHTS, PROGRAMMABLE</u> Program headlights to flash in alternating or pulsating manner when high beams are not selected and head light switch is in the 'off' position	\$154.50	<b>\$154.50</b>
<u>0</u>	<u>J02</u>	<u>HORTON LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install custom made LED light strips on the interior of the exterior compartment door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the compartment door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$156.56	<b>\$0.00</b>
<u>0</u>	<u>J03</u>	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior compartment door panels.	\$223.51	<b>\$0.00</b>
<u>0</u>	<u>J04</u>	<u>HORTON LED DOOR OPEN WARNING LIGHTS, PATIENT ENTRY DOOR, EACH</u> Install custom made LED light strips on the interior of the exterior patient door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the patient door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	\$156.56	<b>\$0.00</b>
<u>0</u>	<u>J05</u>	<u>WHELEN LED DOOR OPEN WARNING LIGHTS, PATIENT DOORS, EACH</u> Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior patient door panels.	\$223.51	<b>\$0.00</b>
<u>0</u>	<u>J06</u>	<u>TRUCKLITE SUPER 44 LED DOOR OPEN WARNING LIGHTS, PATIENT or COMPARTMENT DOORS, EACH</u>	\$50.62	<b>\$0.00</b>
<b>Note: All Whelen light bars referenced below do not include installation cost!</b>				
<u>0</u>	<u>J07</u>	<u>LIGHT BAR, FRONT, WHELEN 45BF88A</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$3,176.14	<b>\$0.00</b>
<u>0</u>	<u>J08</u>	<u>LIGHT BAR, REAR, WHELEN 45B88R</u> <u>Layout:</u> RED CORNER-RED-WHITE-LED LR11 LOAD LIGHT-AMBER-AMBER-LED LR11 LOAD LIGHT-WHITE-RED-RED CORNER	\$3,411.41	<b>\$0.00</b>
<u>0</u>	<u>J09</u>	<u>CHANGE LOADING LIGHTS IN REAR WHELEN 4500 LIGHT BAR FROM LED TO HALOGEN</u>	(\$323.49)	<b>\$0.00</b>
<u>0</u>	<u>J10</u>	<u>DELETE RED OR AMBER LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$235.27)	<b>\$0.00</b>
<u>0</u>	<u>J11</u>	<u>DELETE WHITE LED FLASHER FROM WHELEN 4500 BAR, EACH</u>	(\$270.56)	<b>\$0.00</b>
<u>0</u>	<u>J12</u>	<u>ADD RED, WHITE or AMBER LINEAR SUPER LED TO WHELEN 4500 LIGHT BAR, EACH</u>	\$247.04	<b>\$0.00</b>
<b><u>VISUAL WARNING SYSTEM OPTIONS (J) (Cont.)</u></b>				
<u>0</u>	<u>J13</u>	<u>ADD WHITE or RED LED ROTATOR TO WHELEN 4500 LIGHT BAR, EACH (replaces LED flashing lights)</u>	\$270.56	<b>\$0.00</b>
<u>1</u>	<u>J14</u>	<u>ON SELECT MODELS ADD: WHELEN 49" FREEDOM IV LC-1 LINEAR LED LIGHT BAR W/8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$3,154.20	<b>\$3,154.20</b>
<u>0</u>	<u>J15</u>	<u>DELETE WHITE or RED LED FLASHER FROM FREEDOM BAR, EACH</u>	(\$247.97)	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<u>0</u>	J16	<u>ADD RED, CLEAR OR AMBER LINEAR SUPER LED TO WHELEN FREEDOM LIGHT BAR EACH</u>	\$247.97	<b>\$0.00</b>
<u>0</u>	J17	<u>ADD LR-11 SUPER '3' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)</u>	\$84.70	<b>\$0.00</b>
<u>0</u>	J18	<u>ADD LR-11 SUPER '6' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)</u>	\$222.33	<b>\$0.00</b>
<u>0</u>	J19	<u>ADD LR-11 SUPER '6' LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)</u>	\$222.33	<b>\$0.00</b>
<u>1</u>	J20	<u>ADD OPTICOM TRAFFIC LIGHT CHANGER TO LIGHT BAR</u>	\$1,931.43	<b>\$1,931.43</b>
<u>0</u>	J21	<u>ADD WHELEN #TAL85 LINEAR 5MM LED LIGHT BAR WITH 8 LED MODULES</u>	\$1,067.79	<b>\$0.00</b>
<u>0</u>	J22	<u>LIGHT BAR, FRONT: DELTA 56.25" #DS2RRRR</u> <u>LAYOUT:</u> (6) angled mirrors, (2) Super LED light head (wt-wt), (2) Super LED light head (rd-rd) (1) LR11 dual Take-Down, (1) lower level flasher, (2) white front/Red Rear Beacon, (1) Red Front/White Rear Super LED beacon	\$6,713.49	<b>\$0.00</b>
<u>1</u>	J23	<u>INSTALL FRONT LIGHT BAR ON CAR ROOF</u>	\$187.04	<b>\$187.04</b>
<u>0</u>	J24	<u>INSTALL FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$187.04	<b>\$0.00</b>
<u>0</u>	J25	<u>INSTALL REAR LIGHT BAR ON REAR FACE OF MODULE BODY</u>	\$187.04	<b>\$0.00</b>
<u>0</u>	J26	<u>DELETE WHELEN 700 SERIES LED REAR AMBER KKK LIGHT</u>	(\$251.32)	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>VISUAL WARNING SYSTEM OPTIONS (J) Cont.</u></b>				
<u>0</u>	J27	<b><u>DELETE WHELEN 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u></b> Note: includes FLANGE mounting flange	(\$389.34)	\$0.00
<u>0</u>	J28	<b><u>DELETE WHELEN LED GRILLE LIGHTS, PAIR (some models do not allow deletion of this option)</u></b>	(\$409.94)	\$0.00
<u>0</u>	J29	<b><u>DELETE WHELEN LED INTERSECTION LIGHTS, PAIR (some models do not allow deletion of this option)</u></b>	(\$525.30)	\$0.00
<u>0</u>	J30	<b><u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u></b> Note: includes 900 FLANGE mounting flange	\$389.34	\$0.00
<u>0</u>	J31	<b><u>ADD WHELEN 900 SERIES or 'M9' SERIES LINEAR SUPER LED WHITE FLASHING LIGHT, EACH</u></b> Note: includes 900 FLANGE mounting flange	\$389.34	\$0.00
<u>0</u>	J32	<b><u>ADD WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES SPLIT COLOR FLASHING LIGHT, EACH</u></b> Note: includes 900 FLANGE or 'M' mounting flange	\$453.20	\$0.00
<u>0</u>	J33	<b><u>ADD WHELEN 400 LED SERIES or M4 SERIES LED LIGHT</u></b> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$204.97	\$0.00
<u>0</u>	J34	<b><u>ADD WHELEN 400 (1/2RED-1/2 WHITE) SERIES or 'M4' SERIES LED FLASHING LIGHT, EACH</u></b> Note: includes 400 FLANGE or 'M' FLANGE mounting flange	\$251.32	\$0.00
<u>2</u>	J35	<b><u>ADD WHELEN 600 to 700 LED SERIES or M6 or M7 SERIES LIGHT</u></b> Note: includes 600 or 700 FLANGE or 'M' FLANGE mounting flange	\$282.22	\$564.44
<u>0</u>	J36	<b><u>ADD WHELEN 600 or 700 (1/2RED-1/2 WHITE) SERIES or 'M6'/'M7' SERIES LED FLASHING LIGHT, EACH</u></b> Note: includes 700 FLANGE or 'M' FLANGE mounting flange	\$314.15	\$0.00
<u>0</u>	J37	<b><u>ADD 2ND SET OF WHELEN TIR6, 500 SERIES RED FLASHING LED GRILLE LIGHTS</u></b>	\$521.18	\$0.00
<u>0</u>	J38	<b><u>UPGRADE WHELEN 500 TIR6 TO 1/2RED-1/2 WHITE SUPER LED FLASHING LIGHT (Cost per pair)</u></b> Note: Includes 500 FLANGE (Lights do not independently flash!!)	\$58.81	\$0.00
<u>0</u>	J39	<b><u>IDENTITY LIGHTING (Side Only)</u></b> Install LED alternate flashing light strips at upper body sides and wire to warning light system	\$556.20	\$0.00
<u>0</u>	J40	<b><u>IDENTITY LIGHTING (Side and Rear)</u></b> Install LED alternate flashing light strips at upper body sides and rear side and wire to warning light system	\$831.21	\$0.00
<u>0</u>	J41	<b><u>CONSPICUITY LIGHTING</u></b> Amber and red LED strip lighting shall be applied to the outboard panels on the rear of the body. Five (5) lights shall be installed per panel. The lights shall be backed by a stainless steel panels. The lights shall flash in the Emergency Mode. (Does not include Chevron cost)	\$1,882.84	\$0.00
<u>0</u>	J42	<b><u>MARKER LIGHTS ON 360 SYSTEM TO FLASH</u></b>	\$101.97	\$0.00



Quantity	Option code	Description	Price	Extended
<b><u>VISUAL NON-WARNING SYSTEM OPTIONS (K)</u></b>				
<u>0</u>	K01	<b><u>ARROW TURN SIGNAL, WHELEN 600/700 OR M6 SERIES LED, PAIR</u></b> Note: includes 600/700 FLANGE mounting flange	\$406.85	<b>\$0.00</b>
<u>0</u>	K02	<b><u>ARROW TURN SIGNAL, WHELEN 900 SERIES or 'M9' SERIES LED, PAIR</u></b> Note: includes 900 or 'M' SERIES FLANGE mounting flange	\$640.66	<b>\$0.00</b>
<u>0</u>	K03	<b><u>ADD TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH LED BACKUP LIGHTS</u></b> Note: includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	\$2,022.92	<b>\$0.00</b>
<u>0</u>	K04	<b><u>ADD TAIL LIGHTS, WHELEN 'M6' SERIES LED WITH LED BACKUP LIGHTS</u></b> Note: includes 'M' SERIES FLANGE mounting flange Note: turn signal is arrow type	(\$1,446.01)	<b>\$0.00</b>
<u>0</u>	K05	<b><u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH HALOGEN BACKUP LIGHTS</u></b> Note: includes 900 Series mounting flange Note: turn signal is arrow type	\$1,876.66	<b>\$0.00</b>
<u>0</u>	K06	<b><u>ADD TAIL LIGHTS, WHELEN 900 SERIES LED WITH LED BACKUP LIGHTS or 'M9' SERIES LED LIGHTS</u></b> Note: includes 900 or 'M' Series mounting flange Note: turn signal is arrow type	\$2,736.71	<b>\$0.00</b>
<u>0</u>	K07	<b><u>SIDE SCENE LIGHTS, LED</u></b> Note: Includes (2) Whelen 900 SERIES or 'M' SERIES LED scene lights, with 2 per side	\$1,236.00	<b>\$0.00</b>
<u>0</u>	K08	<b><u>REAR LOADING LIGHTS, LED (9m Series)</u></b> Note: Includes (2) Whelen 'M' SERIES LED loading lights, with 2 on rear	(\$1,273.08)	<b>\$0.00</b>
<u>0</u>	K09	<b><u>REAR LOADING LIGHTS, LED (900)</u></b> Note: Includes (2) Whelen 900 SERIES LED loading lights, with 2 on rear	\$1,210.28	<b>\$0.00</b>
<u>0</u>	K10	<b><u>REAR LOADING LIGHTS, LED (600/700 or M6/7 Series)</u></b> Note: Includes (2) Whelen 600/700 SERIES or 'M6/7' SERIES LED loading lights, with 2 on rear	\$866.23	<b>\$0.00</b>
<u>0</u>	K11	<b><u>INSTALL KWIK-RAZE 500 WATT TELESCOPIC LIGHT (Cost per each)</u></b> Install one Kwik-Raze 500 watt telescopic light at location to be determined	\$1,320.46	<b>\$0.00</b>
<u>0</u>	K12	<b><u>INSTALL HAVIS SHIELDS 12V HID SCENE LIGHTS (Cost per each)</u></b> Install one HAVIS SHIELD 12V HID scene light	\$657.14	<b>\$0.00</b>
<u>0</u>	K13	<b><u>INSTALL A WHELEN PFH1 LED FLOODLIGHT WITH PBA103 SEMI RECESSED HOUSING</u></b> <b>Note:</b> The style of flange to be installed (if any) must be specified on the order	\$846.66	<b>\$0.00</b>
<u>2</u>	K14	<b><u>INSTALL A WHELEN PFH2 LED FLOODLIGHT WITH PBA203 SEMI RECESSED HOUSING</u></b> <b>Note:</b> The style of flange to be installed (if any) must be specified on the order	\$1,438.91	<b>\$2,877.82</b>
<u>1</u>	K15	<b><u>360 DEGREE ROLLED MARKED LIGHTS</u></b> Install rolled marker lights on the upper corners of the body front and rear.	\$407.88	<b>\$407.88</b>

Quantity	Option code	Description	Price	Extended
<b>AUDIBLE WARNING SYSTEM OPTIONS (L)</b>				
<i>Note: sirens and siren speakers below do not include installation charges.</i>				
<u>1</u>	L01	<u>DELETE STANDARD SIREN, SS700</u>	(\$532.51)	-\$532.51
<u>0</u>	L02	<u>WHELEN 295SLSA1 SIREN</u>	\$611.82	\$0.00
<u>1</u>	L03	<u>SIREN, WHELEN 295HFS2 SIREN</u>	\$779.71	\$779.71
<u>0</u>	L04	<u>SIREN, FEDERAL SIGNAL PA-300 SIREN</u>	\$640.66	\$0.00
<u>0</u>	L05	<u>SIREN, WHELEN 295HFSC9 DUAL AMP SIREN CONTROL OR SS MAGNUM CONTROL</u>	\$868.29	\$0.00
<u>0</u>	L06	<u>SIREN, FEDERAL SIGNAL Q2B MECHANICAL</u> Note: includes bumper guards to protect siren.	\$2,775.85	\$0.00
<u>0</u>	L07	<u>FEDERAL SIGNAL EQ2B ELECTRONIC "Q" SIREN</u>	\$1,883.87	\$0.00
<u>0</u>	L08	<u>FEDERAL SIGNAL 'RUMBLER' or WHELEN 'HOWLER' SIREN</u>	\$890.95	\$0.00
<u>0</u>	L09	<u>EXTENDED FRONT BUMPER, MEDIUM DUTY TRUCK, FOR STANDARD CAST SIREN</u> The front bumper shall be extended for installation of Cast siren. The reinforced frame shall be trimmed with aluminum diamond plate top and side filler plates.	(\$2,639.89)	\$0.00
<u>0</u>	L10	<u>SIREN SPEAKERS, FEDERAL SIGNAL DYNAMAX or BP-100, PAIR</u> Supply two Federal Signal Dynamax or BR-100 speakers under the hood for a backup siren.	\$733.36	\$0.00
<u>0</u>	L11	<u>SIREN SPEAKERS, QUEST PRODUCTS BUMPER, PAIR</u>	\$978.50	\$0.00
<u>0</u>	L12	<u>AIR HORN SYSTEM, BUELL (NOT FOR MEDIUM DUTY TRUCKS)</u> Buell air horns shall be installed on unit and shall include #1601 dual Grover trumpets, #16122 compressor and #2242 tank.	\$2,641.95	\$0.00
<u>0</u>	L13	<u>ADDED AIR TANK FOR AIR HORN SYSTEM</u>	\$476.43	\$0.00
<u>0</u>	L14	<u>ADD FOOT SWITCH TO ACTIVATE HORN OR SIREN</u>	\$89.61	\$0.00

Quantity	Option code	Description	Price	Extended
<b><u>OXYGEN SYSTEM OPTIONS (M)</u></b>				
<u>0</u>	M01	<b><u>ELECTRIC OXYGEN BOTTLE BRACKET, ZICO QTS</u></b> Electric operated oxygen bottle mount for cylinder loading and securing. Controls to be mounted on the inside of the compartment door.	\$2,912.84	<b>\$0.00</b>
<u>0</u>	M02	<b><u>DELETE STANDARD ZICO ORM-V BRACKET</u></b>	(\$327.82)	<b>\$0.00</b>
<u>0</u>	M03	<b><u>HAND HELD REMOTE CONTROL FOR ELECTRIC OXYGEN BOTTLE BRACKET</u></b> The Zico QTS electric oxygen cylinder handler shall have a (2) button remote control attached via a 6 foot coiled cord.	\$303.85	<b>\$0.00</b>
<u>0</u>	M04	<b><u>OXYGEN BOTTLE ACCESS, PATIENT MODULE INTERIOR</u></b> A clear Acrylic/Polycarbonate door shall be provided in the patient area wall for access to the oxygen cylinder valve. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. The opening shall be trimmed with anodized aluminum edging.	(\$131.84)	<b>\$0.00</b>
<u>0</u>	M05	<b><u>OXYGEN OUTLET, ADDITIONAL</u></b>	\$244.11	<b>\$0.00</b>
<u>0</u>	M06	<b><u>OXYGEN OUTLET, ADDITIONAL, RECESSED IN WALL OF PATIENT AREA</u></b>	\$244.11	<b>\$0.00</b>
<u>1</u>	M07	<b><u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH WITH ACCESS DOOR</u></b> Provision for 4 "D" bottles shall be provided at the step well end of the squad bench. The cabinet door shall be hinged and include a Tri Mark handle. It shall be constructed of aluminum in the exact same manner as an exterior compartment door including a Nader pin in order to properly secure the "D" bottles ( <i>Brackets are not included in price and must be chosen below</i> )	\$1,006.96	<b>\$1,006.96</b>
<u>0</u>	M08	<b><u>"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH OPEN WITHOUT ACCESS DOOR and WITH HOPS BOLSTER</u></b> ( <i>Brackets are not included in price and must be chosen below</i> )	\$609.76	<b>\$0.00</b>
<u>0</u>	M09	<b><u>D' BOTTLE BRACKET</u></b> Provide and install a FW 521 O2 bottle bracket and specify choice of location	\$261.62	<b>\$0.00</b>
<u>0</u>	M10	<b><u>OXYGEN FLOWMETER</u></b>	\$228.66	<b>\$0.00</b>
<u>0</u>	M11	<b><u>DELETE STANDARD OXYGEN FLOWMETER</u></b>	(\$228.66)	<b>\$0.00</b>
<u>0</u>	M12	<b><u>RECESS SUCTION IN CABINET WALL</u></b>	\$631.70	<b>\$0.00</b>
<u>0</u>	M13	<b><u>DELETE ONBOARD SSCOR SUCTION UNIT</u></b>	(\$478.95)	<b>\$0.00</b>
<u>0</u>	M14	<b><u>INSTALL CUSTOMER PROVIDED SUCTION UNIT AND WIRE FOR OPERATION</u></b>	\$176.45	<b>\$0.00</b>
<u>0</u>	M15	<b><u>INSTALL HORTON PROVIDED SSCOR VX2 PORTABLE SUCTION UNIT AND WIRE FOR OPERATION</u></b>	\$1,352.80	<b>\$0.00</b>
<u>0</u>	M16	<b><u>INSTALL 2nd BRACKET FOR PRIMARY OXYGEN SYSTEM</u></b>	\$318.27	<b>\$0.00</b>
<u>0</u>	M17	<b><u>INSTALL DUAL O2 BOTTLE SYSTEM AND 1-REGULATOR WITH CHECK VALVES</u></b>	\$536.63	<b>\$0.00</b>
<u>0</u>	M18	<b><u>INSTALL 8 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u></b>	\$941.08	<b>\$0.00</b>
<u>0</u>	M19	<b><u>INSTALL 4 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT</u></b>	\$588.17	<b>\$0.00</b>
<u>0</u>	M20	<b><u>PROVIDE 'M' or 'H' SIZED O2 CYLINDER</u></b>	\$470.53	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b><u>LETTERING OPTIONS (N)</u></b>				
<u>73</u>	N01	<u>ADD A 4-6" SHADED SCOTCHLITE LETTER</u>	\$14.42	<b>\$1,052.66</b>
<u>0</u>	N02	<u>ADD A 4-6" SHADED VINYL LETTER</u>	\$12.36	<b>\$0.00</b>
<u>0</u>	N03	<u>ADD A 4-6" SHADED SIMULATED GOLD LEAF LETTER - AVERY ENGINE TURN GOLD</u>	\$15.45	<b>\$0.00</b>
<u>0</u>	N04	<u>FEDERAL LETTERING PACKAGE</u> Install Federal lettering package consisting of (2) 4" Stars of Life, (2) 12" Stars of Life, (2) 18" Stars of Life, (1) 36" Star of Life, 4" mirror image "AMBULANCE," 6" "AMBULANCE."	\$643.75	<b>\$0.00</b>
<u>0</u>	N05	<u>4" STAR OF LIFE</u>	\$11.33	<b>\$0.00</b>
<u>0</u>	N06	<u>12" STAR OF LIFE</u>	\$63.86	<b>\$0.00</b>
<u>2</u>	N07	<u>18" STAR OF LIFE</u>	\$63.86	<b>\$127.72</b>
<u>0</u>	N08	<u>36" STAR OF LIFE</u>	\$183.34	<b>\$0.00</b>
<u>0</u>	N09	<u>8" STAR OF LIFE</u>	\$49.44	<b>\$0.00</b>

Quantity	Option code	Description	Price	Extended
<b>CHASSIS OPTIONS (P)</b>				
<u>0</u>	P01	Upgrade <u>International chassis</u> engine / transmission to 300HP, with Allison EVS 2000 Transmission	\$1,122.30	\$0.00
<u>0</u>	P02	Upgrade <u>International chassis</u> engine / transmission to 260HP, with Allison EVS 3000 Transmission	\$8,230.19	\$0.00
<u>0</u>	P03	Upgrade <u>International chassis</u> engine / transmission to 340HP, with Allison EVS 3000 Transmission	\$9,619.72	\$0.00
<u>0</u>	P04	Upgrade <u>International chassis</u> engine / transmission to 360HP, with Allison EVS 3000 Transmission	\$10,154.14	\$0.00
<u>0</u>	P05	Upgrade <u>International chassis</u> to extended cab, with 9,000 lb. front axle or 10,000 lb. steer, H40 hydraulic brakes and 22.5" tires and aluminum wheels	\$3,847.88	\$0.00
<u>0</u>	P06	Upgrade <u>International chassis</u> to 4 door crew cab, with 2 air suspension seats in rear	\$5,558.06	\$0.00
<u>0</u>	P07	Upgrade <u>International chassis</u> with SCBA passenger side seat with "Secur-All" brackets	\$1,496.40	\$0.00
<u>0</u>	P08	Upgrade <u>International chassis</u> with 16 point Vogel Lube System	\$3,527.22	\$0.00
<u>0</u>	P09	Upgrade <u>International chassis</u> with Ping tanks on air system	\$480.99	\$0.00
<u>0</u>	P10	Upgrade <u>International chassis</u> with electronic exhaust brake	\$213.78	\$0.00
<u>0</u>	P11	Upgrade <u>International chassis</u> with fog lights	\$240.49	\$0.00
<u>0</u>	P12	Upgrade <u>International chassis</u> with fleet key feature	\$52.92	\$0.00
<u>0</u>	P13	Upgrade <u>Freightliner chassis</u> to 270 HP Cummins "ISC" model engine and Allison EVS-3000 transmission	\$10,688.57	\$0.00
<u>0</u>	P14	Upgrade <u>Freightliner M2 chassis</u> to extended cab with 240 ISB engine and 2200 EVS transmission	\$4,382.31	\$0.00
<u>0</u>	P15	Upgrade <u>Ford F-Series</u> or <u>Dodge 4500</u> Series wheels to Aluminum Alloy Wheels	\$1,293.99	\$0.00
<u>0</u>	P16	Upgrade <u>Ford F-Series</u> to include Power Drivers Seat and Driver Side Keypad for Locks	\$907.96	\$0.00
<u>0</u>	P17	Delete Liquid Spring from <u>Ford F</u> or <u>Dodge 4500/5500</u> Series chassis on select models	(\$10,042.00)	\$0.00
<u>0</u>	P18	Add Liquid Spring suspension on select models (Not including Medium Duty chassis)	\$10,343.26	\$0.00
<u>0</u>	P19	Add Liquid Spring suspension on International chassis and delete standard air ride system	\$9,743.80	\$0.00
<u>0</u>	P20	Upgrade <u>Ford F-450/F-550</u> to Four Wheel Drive (4X4)	\$2,890.00	\$0.00
<u>0</u>	P21	Upgrade <u>Dodge 4500/5500</u> to Four Wheel Drive (4X4)	\$2,283.00	\$0.00
<u>0</u>	P22	Upgrade <u>Ford F-450 to F-550 cab chassis</u>	\$910.00	\$0.00
<u>0</u>	P23	Upgrade <u>Dodge 4500HD to 5500HD cab chassis</u>	\$1,081.00	\$0.00
<u>0</u>	P24	Add ROADMASTER rear sway bar to any Medium chassis (POSSIBLY NOT AVAILABLE WITH AIR BRAKES) or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$701.43	\$0.00
<u>0</u>	P25	Add ROADMASTER front sway bar to <u>International 4300 LP</u> or medium duty chassis or <u>Dodge 4500</u> chassis or <u>Ford F</u> Series chassis (if available on selected chassis)	\$797.22	\$0.00
<u>0</u>	P26	Move batteries in separate compartment in curbs side forward portion of body (mount on sliding tray)	\$804.43	\$0.00
<u>0</u>	P27	Install lockable fill cover on 'urea' fill when available	\$108.22	\$0.00
<u>0</u>	P100	Chassis rebate/discount or customer provided chassis, if applicable		\$0.00
<u>0</u>	P102	Discount for in-stock prior model year chassis		\$0.00
<u>0</u>	P103	Chassis cost difference 2019 to 2020 model year		\$0.00
<u>0</u>	P200	Allowance for <u>Trade-In Vehicle</u> (Vehicle to be mechanically sound, operational and undamaged, unless otherwise noted below)		\$0.00

Manufacturer: \_\_\_\_\_ Year: \_\_\_\_\_  
 Model: \_\_\_\_\_ Mileage: \_\_\_\_\_  
 Miscellaneous Condition Note: \_\_\_\_\_

**TOTAL AMBULANCE OPTIONS SELECTED : \$37,246.51**



**AMBULANCE REMOUNT OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN  
AS A SELECTED QUANTITY, WITH TOTAL PRICE NOTED IN EXTENDED COLUMN**

<u>Quantity</u>	<u>Option code</u>		<u>Price</u>	<u>Extended</u>
<b><u>PACKAGED OPTION GROUPS FOR REMOUNTS ONLY</u></b>				
<b><u>INTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u></b>				
<u>0</u>	<b>X01</b>	<b><u>INTERIOR UPGRADE PACKAGE</u></b>  REPLACE ALL CUSHIONS (Price does not include new high back seat if needed) REPLACE FLOOR	\$3,034.52	<b>\$0.00</b>
<b><u>EXTERIOR REMOUNT TRIM PACKAGE FOR REMOUNTS</u></b>				
<u>0</u>	<b>X02</b>	<b><u>EXTERIOR UPGRADE PACKAGE</u></b>  RE- PAINT ENTIRE MODULE (Includes paint prep and prime) NEW FENDERS NEW RUB RAILS NEW DIAMOND PLATE CORNERS AND RISERS	\$13,496.04	<b>\$0.00</b>
<b><u>BODY and Chassis MODIFICATION OPTIONS FOR REMOUNTS (XA)</u></b> (May be applicable to remounts involving same chassis or remounting to different chassis)				
<u>0</u>	<b>XA01</b>	<b><u>MODIFY BACK OF CAB TO 'CRAWL THROUGH or 'WALK-THROUGH WHEN CHANGING TO DIFFERENT STYLE CHASSIS</u></b>	\$2,761.57	<b>\$0.00</b>
<u>0</u>	<b>XA02</b>	<b><u>EXTERIOR FRONT MODIFICATION: MODIFY BODY FRONT TO ACCOMMODATE NEW CHASSIS</u></b> The front face of the module body is to be modified to accommodate new chassis if required on remount. (does not include paint on front body that may need to be added or interior front wall work that may need to be added, as noted below)	\$1,713.13	<b>\$0.00</b>
<u>0</u>	<b>XA03</b>	<b><u>MODIFY UNDER BODY FLOOR STRUCTURE TO ACCOMMODATE NEW MOUNTING SYSTEM</u></b> The underside mounting structure of the body to chassis mounting system shall be modified to accommodate new chassis if required on the remount (utilizing same mounting system as applied to old chassis) <b>(DOES NOT INCLUDE INTERIOR FLOOR OR SUBFLOOR MODIFICATIONS WHEN NEEDED)</b>	\$2,055.76	<b>\$0.00</b>
<u>0</u>	<b>XA04</b>	<b><u>MODIFY NAVISTAR or TERRASTAR CHASSIS FRAME RAIL LENGTH TO ACCOMMODATE BODY</u></b> The chassis frame rail shall be modified to accommodate the remount body.	\$1,427.61	<b>\$0.00</b>
<u>0</u>	<b>XA05</b>	<b><u>ADD UREA or FUEL FILL TO MODULE BODY</u></b> A urea fill or fuel fill with Cast products housing shall be added to the body side where applicable. (DOES NOT INCLUDE ANY REQUIRED PAINT WORK)	\$171.31	<b>\$0.00</b>
<u>0</u>	<b>XA06</b>	<b><u>INSTALL A STAINLESS PLATE OVER OLD FUEL FILL OR UREA FILL LOCATION</u></b>	\$85.66	<b>\$0.00</b>
<u>0</u>	<b>XA07</b>	<b><u>MODIFY EXTERIOR COMPARTMENT FOR PROPER LOCATION OF FUEL FILL</u></b> A urea fill with Cast products housing shall be added to the body side where applicable.	\$542.49	<b>\$0.00</b>
<b><u>PAINT AND STRIPE OPTIONS FOR REMOUNTS (XB)</u></b>				
<u>0</u>	<b>XB01</b>	<b><u>COMPLETE REPAINT OF MODULE BODY ONLY (Not including Striping)</u></b> The modular body shall be painted with the following special paint with color and paint code to be determined. (Price does not include any trim changes)	\$12,106.12	<b>\$0.00</b>
<u>0</u>	<b>XB02</b>	<b><u>REPAINT OF MODULE BODY FRONT FOR PASS-THROUGH/WALK-THROUGH MODIFICATION</u></b> The front of the module body shall be repainted due to chassis model change and walk-through/pass through modifications. Paint work to be single color and to be applied inboard of the corner extrusions and below the upper body drip rail.	\$856.57	<b>\$0.00</b>

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<b><u>INTERIOR COLOR AND MATERIALS OPTIONS FOR REMOUNTS (XD)</u></b>				
<u>0</u>	<u>XD01</u>	<u>INSTALL NEW FLOOR and SUB-FLOOR MATERIAL (Requires new cot mount to be selected)</u>	\$2,255.62	<b>\$0.00</b>
<u>0</u>	<u>XD02</u>	<u>INSTALL NEW SIDE and REAR ACCESS DOOR SILL PLATES:</u>	\$252.40	<b>\$0.00</b>
<u>0</u>	<u>XD03</u>	<u>INSTALL NEW SIDE and REAR ACCESS DOOR THRESHOLD PLATES:</u>	\$407.72	<b>\$0.00</b>
<u>0</u>	<u>XD04</u>	<u>INSTALL NEW INTERIOR UPHOLSTERY (Does not include hi-back seats of any type)</u>	\$1,113.53	<b>\$0.00</b>
<u>0</u>	<u>XD05</u>	<u>INSTALL NEW FORMICA COVERED DOOR PANELS (Price is each panel)</u>	\$220.42	<b>\$0.00</b>
<u>0</u>	<u>XD06</u>	<u>INSTALL CEILING MATERIAL</u>	\$925.09	<b>\$0.00</b>
<u>0</u>	<u>XD07</u>	<u>INSTALL NEW SIDE WALLS</u>	\$1,171.78	<b>\$0.00</b>
<u>0</u>	<u>XD08</u>	<u>INSTALL NEW FORMICA COVERED STREET SIDE OR CURB SIDE WALL RISER (Each)</u>	\$211.29	<b>\$0.00</b>
<u>0</u>	<u>XD09</u>	<u>INSTALL NEW SQUAD BENCH SCAB</u>	\$92.51	<b>\$0.00</b>
<u>0</u>	<u>XD010</u>	<u>INSTALL NEW CUSHION EDGE TRIM (Price is for each side of patient area where needed)</u>	\$99.36	<b>\$0.00</b>
<b><u>INTERIOR ACCESSORIES AND TRIM OPTIONS FOR REMOUNTS (XE)</u></b>				
<u>0</u>	<u>XE01</u>	<u>ADD FERNO WASHINGTON 175-3 or STRYKER 6370 COT MOUNT SYSTEM</u> Note: Typically requires new floor and sub floor installation from above	\$810.88	<b>\$0.00</b>
<u>0</u>	<u>XE01A</u>	<u>ADD FERNO WASHINGTON 175-4 or STRYKER 6370 DUAL COT MOUNT SYSTEM</u> Note: Typically requires new floor and sub floor installation from above	\$957.07	<b>\$0.00</b>
<u>0</u>	<u>XE02</u>	<u>PROVIDE and INSTALL NEW FERNO WASHINGTON STAT TRAC COT MOUNT SYSTEM</u> Note: Typically requires new floor and sub floor installation from above	\$1,653.52	<b>\$0.00</b>
<u>0</u>	<u>XE03</u>	<u>INSTALL NEW DOOR HANDLE BEZELS (Each)</u>	\$92.51	<b>\$0.00</b>
<u>0</u>	<u>XE04</u>	<u>INSTALL NEW HIGH BACK SEAT WITH 2-POINT BELT</u>	\$270.67	<b>\$0.00</b>
<u>0</u>	<u>XE05</u>	<u>INSTALL NEW HIGH BACK SEAT WITH 3-POINT HARNESS</u>	\$849.71	<b>\$0.00</b>
<u>0</u>	<u>XE06</u>	<u>INSTALL NEW HIGH BACK CHILD SAFETY SEAT WITH 3-POINT HARNESS</u>	\$1,202.62	<b>\$0.00</b>
<u>0</u>	<u>XE07</u>	<u>INSTALL NEW BOXED BASE FOR HIGH BACK SEAT</u>	\$441.99	<b>\$0.00</b>
<u>0</u>	<u>XE08</u>	<u>INSTALL NEW SWIVEL MOUNT BASE FOR HIGH BACK SEAT</u>	\$203.29	<b>\$0.00</b>
<u>0</u>	<u>XE09</u>	<u>INSTALL NEW GAS HOLD OPEN FOR INTERIOR CUSHIONS OR DOORS</u>	\$119.92	<b>\$0.00</b>
<u>0</u>	<u>XE10</u>	<u>INSTALL NEW GAS HOLD OPEN FOR INTERIOR RESTOCKING CABINET FRAMES</u>	\$45.68	<b>\$0.00</b>
<u>0</u>	<u>XE11</u>	<u>INSTALL NEW HOLD DOWN LATCHES (Paddle Style)</u>	\$125.63	<b>\$0.00</b>
<u>0</u>	<u>XE12</u>	<u>INTERIOR FRONT MODIFICATION; MODIFY FRONT INTERIOR WALL TO ACCOMMODATE NEW CHASSIS</u>	\$893.11	<b>\$0.00</b>

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<b><u>EXTERIOR ACCESSORY AND TRIM OPTIONS FOR REMOUNTS (XF)</u></b>				
<u>0</u>	<u>XF01</u>	<u>INSTALL NEW EXTERIOR TRIM PACKAGE</u> The following items shall be installed on the module body: <i>Wheel well fenders, rub rails, diamond plate corner protectors, mirrorized stainless steel splash shields and rear kick plate</i>	\$2,055.76	<b>\$0.00</b>
<u>0</u>	<u>XF02</u>	<u>INSTALL NEW STAINLESS STEEL FENDERS (Price is for each fender)</u>	\$516.22	<b>\$0.00</b>
<u>0</u>	<u>XF03</u>	<u>INSTALL NEW STAINLESS STEEL or DIAMOND PLATE RUB RAILS (Price is for each rub rail)</u>	\$173.60	<b>\$0.00</b>
<u>0</u>	<u>XF04</u>	<u>INSTALL NEW MIRRORIZED STAINLESS STEEL FRONT SPLASH GUARDS (Price is for each plate)</u>	\$78.80	<b>\$0.00</b>
<u>0</u>	<u>XF05</u>	<u>INSTALL NEW DIAMOND PLATE CORNER GUARDS (Price is for each corner)</u>	\$58.25	<b>\$0.00</b>
<u>0</u>	<u>XF06</u>	<u>INSTALL NEW REAR DIAMOND PLATE STEP RISER</u>	\$264.96	<b>\$0.00</b>
<u>0</u>	<u>XF07</u>	<u>INSTALL NEW REAR STEP ASSEMBLY</u> A new hinged rear step with diamond plate corner guards shall be installed	\$1,027.88	<b>\$0.00</b>
<u>0</u>	<u>XF08</u>	<u>INSTALL NEW REAR DOOR HOLD OPENS</u> new 'Grabber' hold opens shall be installed on the rear of the vehicle.	\$108.50	<b>\$0.00</b>
<u>0</u>	<u>XF09</u>	<u>INSTALL NEW GAS SHOCK HOLD OPENS FOR DOORS (Each)</u> New gas shocks shall be installed where applicable on either exterior compartment or access doors	\$97.08	<b>\$0.00</b>
<u>0</u>	<u>XF10</u>	<u>INSTALL NEW COMPARTMENT AND ACCESS DOOR DRIP RAILS</u>	\$358.62	<b>\$0.00</b>
<u>0</u>	<u>XF11</u>	<u>COMPARTMENT OR ACCESS DOOR HARDWARE SERVICE (Each)</u> Module door hardware where needed shall be serviced	\$119.92	<b>\$0.00</b>
<u>0</u>	<u>XF12</u>	<u>INSTALL POWER VENT SYSTEM (PERKO)</u>	\$229.56	<b>\$0.00</b>
<u>0</u>	<u>XF13</u>	<u>INSTALL POWER VENT SYSTEM (PERKO)</u>	\$142.76	<b>\$0.00</b>
<b><u>RADIOS AND CONSOLES FOR REMOUNTS (XG)</u></b>				
<u>0</u>	<u>XG01</u>	<u>INSTALL NEW 3-STUD RADIO POWER AND GROUND STUD GROUP (price per group)</u>	\$358.62	<b>\$0.00</b>
<b><u>INTERIOR CABINET OPTIONS FOR REMOUNTS (H)</u></b>				
<u>0</u>	<u>XH01</u>	<u>REPLACE SLIDING PLEXIGLAS DOOR HANDLES (Each)</u> Interior sliding door handles shall be replaced where necessary.	\$13.71	<b>\$0.00</b>
<u>0</u>	<u>XH02</u>	<u>REPLACE STAINLESS STEEL SOUTHCO LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with non-locking Southco paddle latches	\$45.68	<b>\$0.00</b>
<u>0</u>	<u>XH03</u>	<u>REPLACE STAINLESS STEEL SOUTHCO HD LOCKING LATCHES (Each)</u> Interior hinged doors handles shall be replaced where necessary with locking Southco paddle latches	\$52.54	<b>\$0.00</b>
<u>0</u>	<u>XH04</u>	<u>REPLACE SLIDING PLEXIGLAS DOORS (Each)</u>	\$82.23	<b>\$0.00</b>
<u>0</u>	<u>XH05</u>	<u>REPLACE HINGED PLEXIGLAS DOORS (Each)</u>	\$125.63	<b>\$0.00</b>
<u>0</u>	<u>XH06</u>	<u>REPLACE COMBINATION FRAMED PLEXIGLAS DOORS (Each)</u>	\$240.98	<b>\$0.00</b>
<u>0</u>	<u>XH07</u>	<u>REMOVE COUNTER TOP FOR REPLACEMENT</u>	\$61.67	<b>\$0.00</b>
<u>0</u>	<u>XH08</u>	<u>INSTALL NEW STAINLESS STEEL COUNTER TOP (Each)</u>	\$159.89	<b>\$0.00</b>
<u>0</u>	<u>XH09</u>	<u>INSTALL NEW FORMICA COVERED INHALATION PANEL</u>	\$308.36	<b>\$0.00</b>



<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<b><u>ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) FOR REMOUNTS (XI)</u></b>				
<u>0</u>	<u>XI01</u>	<u>REMOVE OLD ELECTRICAL SYSTEM AND INSTALL NEW 3000 INTELLIPEX SYSTEM</u> Note 1: Includes new front and rear switch panels, new input/output modules and computer system Note 2: I4G not available at this time	\$4,568.35	\$0.00
<u>0</u>	<u>XI02</u>	<u>REMOVE OLD MODULE BODY WIRING HARNESS AND INSTALL NEW WIRING HARNESS</u>	\$2,969.43	\$0.00
<u>0</u>	<u>XI03</u>	<u>INSTALL NEW 45 AMP BATTERY CHARGER</u>	\$489.96	\$0.00
<u>0</u>	<u>XI04</u>	<u>INSTALL NEW FLORESCENT LIGHTS, 24 INCH, EACH</u> Install 24 inch, 12 volt fluorescent ceiling light fixtures.	\$215.85	\$0.00
<u>0</u>	<u>XI05</u>	<u>UPGRADE INTERIOR LIGHTING TO WHELEN LED FIXTURES (WHELEN or WELDON) (Price is Each)</u>	\$314.07	\$0.00
<u>0</u>	<u>XI06</u>	<u>CHANGE SHORELINE TO: STRAIGHT 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)</u>	\$240.98	\$0.00
<u>0</u>	<u>XI07</u>	<u>CHANGE SHORELINE TO: KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET</u> Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	\$621.30	\$0.00
<u>0</u>	<u>XI08</u>	<u>ADD POWER ON INDICATOR LIGHT FOR SHORELINE</u> Install a pilot light to indicate presence of AC power at shoreline inlet.	\$62.81	\$0.00
<u>0</u>	<u>XI09</u>	<u>INSTALL NEW SHORELINE COVER</u>	\$62.81	\$0.00
<u>0</u>	<u>XI10</u>	<u>INSTALL NEW REVERSE ALARM</u>	\$114.21	\$0.00
<u>0</u>	<u>XI11</u>	<u>INSTALL NEW STEP-WELL LIGHT</u>	\$114.21	\$0.00
<b><u>VISUAL WARNING SYSTEM OPTIONS FOR REMOUNTS (XJ)</u></b>				
<u>0</u>	<u>XJ01</u>	<u>INSTALL NEW WHELEN 49" FREEDOM IV LC-1 LED LIGHT BAR WITH 8 LED MODULES</u> <u>Layout:</u> RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	\$3,062.33	\$0.00
<u>0</u>	<u>XJ02</u>	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON CAB ROOF</u>	\$181.59	\$0.00
<u>0</u>	<u>XJ03</u>	<u>INSTALLATION CHARGE FOR FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY</u>	\$181.59	\$0.00
<u>0</u>	<u>XJ04</u>	<u>INSTALL NEW WHELEN 900 SERIES HALOGEN LIGHT (Price is each)</u>	\$183.88	\$0.00
<u>0</u>	<u>XJ05</u>	<u>INSTALL NEW WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH</u> Note: includes 900 FLANGE mounting flange	\$400.87	\$0.00
<b><u>VISUAL NON- WARNING SYSTEM OPTIONS FOR REMOUNTS (XK)</u></b>				
<u>0</u>	<u>XK01</u>	<u>INSTALL NEW TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH HALOGEN BACKUP LIGHTS</u> Note: includes 600/700 SERIES FLANGE mounting flange, with arrow turn signal	\$1,128.38	\$0.00
<u>0</u>	<u>XK02</u>	<u>REPLACE INDIVIDUAL RED OR AMBER BODY ICC LIGHTS (Price is each light)</u>	\$50.25	\$0.00
<u>0</u>	<u>XK03</u>	<u>INSTALL NEW WHELEN HALOGEN SIDE SCENE LIGHTS (Price is each light)</u>	\$217.00	\$0.00
<u>0</u>	<u>XK04</u>	<u>INSTALL NEW REAR WHELEN 900/700 HALOGEN SERIES LOADING LIGHTS (Price is each light)</u>	\$226.13	\$0.00
<u>0</u>	<u>XK05</u>	<u>INSTALL NEW LED TYPE ICC REQUIRED RUNNING LIGHTS (Price is per pair)</u>	\$462.55	\$0.00

<u>Quantity</u>	<u>Option code</u>	<u>Description</u>	<u>Price</u>	<u>Extended</u>
<b><u>AUDIBLE WARNING SYSTEM OPTIONS FOR REMOUNTS (XL)</u></b>				
<i>Note: sirens below do not include installation charges.</i>				
<u>0</u>	<u>XL01</u>	<u>INSTALL NEW WHELEN 295SLSA1</u>	\$435.14	<b>\$0.00</b>
<u>0</u>	<u>XL02</u>	<u>INSTALLATION CHARGE FOR NEW SIREN</u>	\$195.30	<b>\$0.00</b>
<b><u>OXYGEN SYSTEM OPTIONS (XM)</u></b>				
<u>0</u>	<u>XM01</u>	<u>PROVIDE AND INSTALL NEW ONBOARD SSCOR SUCTION UNIT</u>	\$527.64	<b>\$0.00</b>
<b><u>TOTAL AMBULANCE REMOUNT OPTIONS SELECTED :</u></b>				<b><u>\$0.00</u></b>



## SCHEDULE B: UNLISTED OPTIONS

(Applicable Options not listed on the Horton, State of Ohio Term Schedule)

**CUSTOMER:** City of Sandusky Fire Department

Unlisted option	Description	Price
1	2021 Freightliner chassis upgrades	\$13,058.00
2	block off upper area of front wall cabinet so it is inside access only	\$300.00
3	rear dock bumpers	\$250.00
4	sliding rear windows	\$200.00
5	combination warning/scence lights on rear of truck	\$800.00
6	streetside 6" drop skirt	\$782.80
7	Stryker Power Load per customer quote	\$27,128.91
8	Stryker Power Pro Cot per customer quote	\$18,150.70
9	Mini Medvault	\$1,950.00
10	6252-Styker stair chair	\$4,000.00
11		\$0.00
12		\$0.00
13		\$0.00
14		\$0.00
15		\$0.00
16		\$0.00
17		\$0.00
18		\$0.00
19		\$0.00
20		\$0.00
21		\$0.00
22		\$0.00
23		\$0.00
24		\$0.00
25		\$0.00
26		\$0.00
27		\$0.00
28		\$0.00
29		\$0.00
30		\$0.00
31		\$0.00
32		\$0.00
33		\$0.00
34		\$0.00
35		\$0.00
36		\$0.00
37		\$0.00
38		\$0.00
39		\$0.00
40		\$0.00
41		\$0.00
42		\$0.00
43		\$0.00
44		\$0.00
45		\$0.00
46		\$0.00
47		\$0.00
48		\$0.00
49		\$0.00
50		\$0.00
<b><u>UNLISTED OPTIONS TOTAL :</u></b>		<b><u>\$66,620.41</u></b>

## CERTIFICATE OF FUNDS

In the Matter of: Ambulance Purchase

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: 2/4/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431-1330

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE DECLARING A 2002 MEDIUM DUTY FREIGHTLINER AMBULANCE, VIN #1FVACWCTX4HN0N139, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A 2021 MEDIUM DUTY FREIGHTLINER AMBULANCE THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM FROM HORTON EMERGENCY VEHICLES OF GROVE CITY, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, a determination was made by the Fire Chief, Fleet Maintenance Foreman and committee members from the Sandusky Fire Department that there is a need to replace a 2007 Medium Duty Freightliner Ambulance, currently used as a front line ambulance at Station 3 on Fifth Street, which will then be used as the back-up ambulance to replace a 2002 Medium Duty Freightliner Ambulance which has been determined by the Fleet Maintenance Foreman to be beyond its useful life and it is recommended that this 2002 Medium Duty Ambulance be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited into the EMS Fund; and

**WHEREAS**, it is recommended to replace the 2007 Medium Duty Freightliner Ambulance with a 2021 Medium Duty Freightliner Ambulance which is available through the State of Ohio Cooperative Purchasing Program from Horton Emergency Vehicles of Grove City, Ohio, thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the cost for the 2021 Medium Duty Freightliner Ambulance is \$302,497.92 and will be paid with EMS Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be placed at the earliest possible time in consideration of the time period of 270 days between receipt of a signed contract and delivery of the new ambulance; and

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

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

Section 1. This City Commission finds and determines that the 2002 Medium Duty Freightliner Ambulance, VIN #1FVACWCTX4HN0N139, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City

Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the EMS Fund.

Section 2. The City Manager is authorized and directed to purchase one (1) 2021 Medium Duty Freightliner Ambulance from Horton Emergency Vehicles of Grove City, Ohio, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, Contract #800300, at an amount **not to exceed** Three Hundred and Two Thousand Four Hundred Ninety Seven and 92/100 Dollars (\$302,497.92).

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 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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 29, 2020

**Subject: Commission Agenda Item – Property acquisition for West Side Utility and Connectivity Improvements Project-Ben B. Bailey and Mary J. Bailey, Trustees, et al.**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of an Ordinance authorizing and directing the City Manager to 1) enter into a Purchase Agreement for the acquisition of real property as described below and 2) authorizing the expenditure of \$8,538.25 representing the city's portion of the purchase price which is owned by Ben B. Bailey and Mary J. Bailey, Trustees, et al. The trustees are the following: Ben B. Bailey, Mary J. Bailey and Mark A. Bailey who each have a 1/3 one third interest in the proceeds of the funds.

**BACKGROUND INFORMATION:** As part of the West Side Utility and Connectivity Improvements Project, on the north side of Venice Road, the City will be replacing the existing 8" waterline with a new 10" waterline replacing existing storm sewers systems and installing a new storm system including a ten (10') multi-use asphalt path. In order to install the new waterline, there was a need to acquire an additional fifteen feet (15') of frontage property. The existing right of way on the north side of Venice Road varies from thirty feet (30') to forty-five feet (45') in width. The additional property will allow the proper horizontal clearance between utilities as required by the Ohio EPA. This additional property will be dedicated as right of way at a later date along with an encroachment for existing fencing and landscaping.

The city entered into a design agreement with DLZ Ohio, Inc. of Cleveland, Ohio per ordinance 17-226 at the December 11, 2017 city commission. And for professional property and easement acquisition services, the city entered into an agreement with O.R. Colan Associates of Fairview Park, Ohio at the May 28, 2019 city commission per ordinance 19-101.

Parcel No.	Owner	Type/Size	Property Address	Offer
60-00662.000	Ben B. Bailey and Mary J. Bailey, Trustees, et al.	0.112 Ac. (4,879 SF)	3811 Venice Road	\$8,538.25

Attached to the legislation is the purchase agreement and the legal description for the property.

**BUDGETARY INFORMATION:** The total cost for acquisition of 0.112 Ac. Of parcel 60-00662.00 is \$8,538.25. The City will pay \$2,846.09 to Ben B. Bailey, Trustee, \$2,846.08 to Mary J. Bailey, Trustee and \$2,846.08 to Mark A. Bailey. The total amount is not to exceed \$8,538.25, which will be paid through the Water Fund. This amount was negotiated and agreed upon with the property owners through the City's real estate appraisers and negotiator, OR Colan.

**ACTION REQUESTED:** It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the property acquisition can be executed, as the additional property is required to complete the waterline work and multi-use path along the Bailey property for the West Side Utility and Connectivity Improvements Project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; Michelle Reeder, Finance Director; T. Hayberger, Law Director



## CERTIFICATE OF FUNDS

In the Matter of: Property Acquisition for West Side Utility Project

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: 2/4/2020

By: Michelle Reeder  
Michelle Reeder  
Finance Director

Account #: 612  
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH BEN B. BAILEY, TRUSTEE, MARY J. BAILEY, TRUSTEE, AND MARK A. BAILEY FOR A PORTION OF PARCEL NO. 60-00662.000, LOCATED AT 3811 VENICE ROAD, SANDUSKY, FOR THE WEST SIDE UTILITY AND CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the West Side Utility & Connectivity Improvements Project on the north side of Venice Road, the City will be replacing an existing waterline, replacing existing storm sewers, and installing a new storm system and multi-use asphalt path; and

**WHEREAS**, the City Commission authorized an agreement for professional property & easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

**WHEREAS**, this City Commission approved the awarding of the contract to Speer Bros., Inc., of Sandusky, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 20-002, passed on January 13, 2020; and

**WHEREAS**, in order to install the new waterline for the West Side Utility & Connectivity Improvements Project, additional frontage property was necessary to allow the proper horizontal clearance between utilities as required by the Ohio Environmental Protection Agency; and

**WHEREAS**, Ben B. Bailey, Mary J. Bailey, and Mark A. Bailey are the owners of the property located at 3811 Venice Road, Parcel No. 60-00662.000, and have agreed to sell a portion of the property to the City at the purchase price of \$8,538.25, which will be paid with Water Funds; and

**WHEREAS**, this additional property will be dedicated as right-of-way at a later date along with granting an encroachment to the Bailey's for an existing fence and landscaping; and

**WHEREAS**, approval is being requested in companion legislation to approve a Contract for Sale and Purchase of Real Property with Toft Dairy, Inc. for additional property on Venice Road necessary for the West Side Utility and Connectivity Improvements Project; 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 Contract for Sale and Purchase of Real Property and acquire the property which is necessary to complete the waterline work and multi-use path along the Bailey's property as part of the West Side Utility & Connectivity Improvements Project; and

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

Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Contract for Sale and Purchase of Real Property with Ben B. Baily, Trustee, Mary J. Bailey, Trustee, and Mark A. Bailey for a portion of Parcel No. 60-00662.000, located at 3811 Venice Road, for the West Side Utility & Connectivity Improvements Project, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto, at an amount **not to exceed** Eight Thousand Five Hundred Thirty Eight and 25/100 Dollars (\$8,538.25).

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of a portion of Parcel No. 60-00662.000, located at 3811 Venice Road, Sandusky.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

**PARCEL(S): 1-WD (60-00662.000 WD)  
CITY OF SANDUSKY - WESTSIDE UTILITIES**

This Agreement is by and between the City of Sandusky ["Purchaser"] and Ben B. Bailey, Trustee, Mary J. Bailey, Trustee, and Mark A. Bailey, Married ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

Purchaser shall pay to Seller the sum of \$8,538.25, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; (e) the Purchaser further agrees to keep the Sandusky Bay Pathway in good order, condition and repair, free from accumulation of snow and ice, making repairs and replacements when necessary at the Purchaser's sole cost and expense; (f) Purchaser agrees to have the contractor relocate the existing irrigation system following the approval of the contractor's proposed irrigation system relocation by the Sellers at no cost to the Seller.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

## **2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

## **3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

## **4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

## **5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

## **6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to

tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.



**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.



IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky and Ben B. Bailey, Trustee, Mary J. Bailey, Trustee, and Mark A. Bailey have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Ben B. Bailey  
Ben B. Bailey, Trustee

Mary J. Bailey  
Mary J. Bailey, Trustee

Mark A. Bailey  
Mark A. Bailey

STATE OF OHIO, COUNTY OF ERIE SS:

Be It Remembered that on the 19<sup>th</sup> day of December, 2019, before me the subscriber, a Notary Public in and for said state and county, personally came the above-named Ben B. Bailey, Trustee, Mary J. Bailey, Trustee and Mark A. Bailey who acknowledged the foregoing instrument to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JOSEPH E ALMADY  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
August 22, 2023

Joseph E. Almady  
NOTARY PUBLIC  
My Commission expires: 8/22/23

City of Sandusky

\_\_\_\_\_  
Eric Wobser  
City Manager

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF ERIE ss:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Eric Wobser, the City Manager and duly authorized representative of City of Sandusky, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of the City of Sandusky.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

Page 1 of 2

Rev. 06/09

Ver. Date 11/19/2019

PID #####

**PARCEL 1-WD  
ERI-US6  
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
"THE CITY OF SANDUSKY" ERIE COUNTY, OHIO**

*Jim*

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the City of Sandusky, County of Erie and State of Ohio, and being a 0.112 acre parcel out of a 5.207 acre tract known as Erie County Auditor's Parcel number 60-00662.000 conveyed to Ben B. Bailey, Trustee, Mary J. Bailey, Trustee and Mark A. Bailey (hereafter referred to as "Grantor") by the instruments filed as Official Record 348, Page 283, Official Record 348, Page 279 and Official Record 513, Page 205 (all document references are to the records of Erie County unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of existing right-of-way of US Route 6 also known as Venice Road (60' R/W) more particularly described as follows:

BEGINNING at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road US 6 (60' R/W) with the centerline of Edgewater Avenue (66' R/W), said point being at Venice Road station 68+62.20. Thence along the centerline of Venice Road, North 82 degrees 48 minutes 45 seconds West for a distance of 690.42 feet to a point being at Venice Road station 61+71.79. Thence North 01 degrees 40 minutes 36 seconds West for a distance of 30.36 feet to a capped iron pin found at the southeasterly corner of said land of the Grantor, said corner being 30.00 feet left of the centerline of existing right-of-way of Venice Road station 61+67.11 and being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence along the northerly right-of-way of Venice Road, North 82 degrees 48 minutes 45 seconds West for a distance of 325.00 feet to a ½" iron pin found at the southwesterly corner of said land of the Grantor, said corner being 30.00 feet left of the centerline of existing right-of-way of Venice Road station 58+42.11;

**EXHIBIT A**

LPA RX 851 WD

Page 2 of 2

Rev. 06/09

Thence along the westerly line of said Grantor's land being the easterly line of land owned by Ben B. Bailey, Trustee, Mary J. Bailey, Trustee and Mark A. Bailey, Trustee recorded in RN 200211966, North 01 degrees 40 minutes 36 seconds West for a distance of 15.18 feet to an iron pin set being 45.00 feet left of the centerline of existing right-of-way of Venice Road station 58+39.77;

Thence crossing through the lands of the Grantor, South 82 degrees 48 minutes 45 seconds East for a distance of 325.00 feet to an iron pin set being 45.00 feet left of the centerline of existing right-of-way of Venice Road station 61+64.77;

Thence along the easterly of said Grantor's land being the westerly line of land owned by Toft Dairy, Inc., An Ohio Corp. recorded in Deed Volume 517, Page 985, South 01 degrees 40 minutes 36 seconds East for a distance of 15.18 feet to the TRUE POINT OF BEGINNING, containing 0.112 acres, more or less, including 0.000 acres within the present road occupied, resulting in a net take of 0.112 acres out of Erie County Auditor's Parcel number 60-00662.000.

Prior instrument record as of this writing recorded in Official Record 348, Page 283, Official Record 348, Page 279 and Official Record 513, Page 205 in the records of Erie County.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

All iron pins set are 5/8" rebar, 30" in length with yellow cap stamped "DLZ Ohio, Inc."

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

Michael J. Hudik P.S.  
Michael J. Hudik, S-6788

11-19-19  
Date



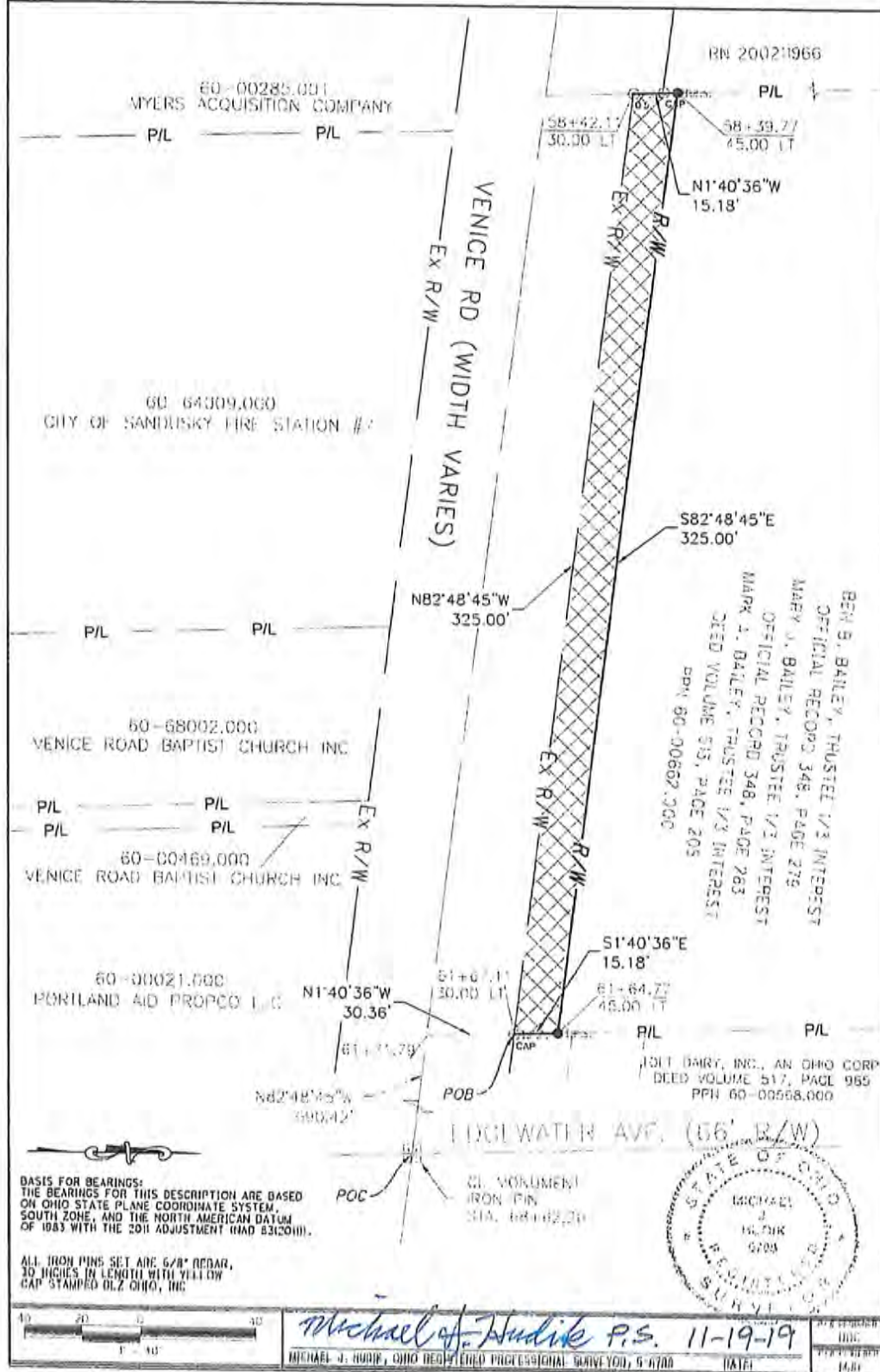


# EXHIBIT A



6121 Huntley Road - Columbus, Ohio 43229-1003  
Ph: (614) 888-0040 Fax: (614) 848-6712

WEST SIDE UTILITIES  
STATE OF OHIO, ERIE COUNTY,  
CITY OF SANDUSKY  
0.112 ACRE  
1-WD BAILEY





## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 29, 2020

**Subject: Commission Agenda Item – Property acquisition for West Side Utility and Connectivity Improvements Project-Toft Dairy, Inc. an Ohio Corporation**

**ITEM FOR CONSIDERATION:** Requesting legislation for approval of an Ordinance authorizing and directing the City Manager to enter into a Purchase Agreement for the acquisition of real property as described below which is owned by Toft Dairy, Inc. an Ohio Corporation.

**BACKGROUND INFORMATION:** As part of the West Side Utility and Connectivity Improvements Project, on the north side of Venice Road, the City will be replacing the existing 8" waterline with a new 10" waterline replacing existing storm sewers systems and installing a new storm system including a ten (10') multi-use asphalt path. In order to install the new waterline, there was a need to acquire an additional fifteen feet (15') of frontage property. The existing right of way on the north side of Venice Road varies from thirty feet (30') to forty-five feet (45') in width. The additional property will allow the proper horizontal clearance between utilities as required by the Ohio EPA. This additional property will be dedicated as right of way at a later date along with an encroachment for the existing Toft's Dairy sign.

The city entered into a design agreement with DLZ Ohio, Inc. of Cleveland, Ohio per ordinance 17-226 at the December 11, 2017 city commission. And for professional property and easement acquisition services, the city entered into an agreement with O.R. Colan Associates of Fairview Park, Ohio at the May 28, 2019 city commission per ordinance 19-101.

Parcel No.	Owner	Type/Size	Property Address	Offer
60-00568.000	Toft Dairy, Inc. an Ohio Corporation	0.236 Ac. Partial-15' of frontage	3717 Venice Road	1.Additional water service connection to existing 16" watermain (Bid price \$6,690.00) 2.Upsize of existing 4" water service tap to a 6" tap. (bid price \$2,280.00)

Attached to the legislation is the purchase agreement and the legal description for the property.

**BUDGETARY INFORMATION:** In lieu of payment for the acquisition of 0.236 Ac. of parcel 60-00662.00, the city will have Speer Bros., the contractor for the West Side Utility and Connectivity construction project install an 6" service connection to the existing 16" watermain in Venice Road and to increase the size of their existing 4" water service tap to a 6" tap. The cost for these improvements is included in the construction contract. This offer was negotiated and agreed upon with the property owners through the City's real estate appraisers and negotiator, OR Colan and Public Works staff.

**ACTION REQUESTED:** It is recommended that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter so the property acquisition can be executed, as the additional property is required to complete the waterline work and multi-use path along the Toft Dairy property for the West Side Utility and Connectivity Improvements Project.

I concur with this recommendation:

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Eric Wobser  
City Manager

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Aaron M. Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; Michelle Reeder, Finance Director; T. Hayberger, Law Director

## CERTIFICATE OF FUNDS

In the Matter of: Property Acquisition for West Side Utility Project

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: 2/4/2020

By: Michelle Reeder  
Michelle Reeder  
Finance Director

Account #: 612  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY WITH TOFT DAIRY, INC., FOR A PORTION OF PARCEL NO. 60-00568.000, LOCATED AT 3717 VENICE ROAD, SANDUSKY, FOR THE WEST SIDE UTILITY AND CONNECTIVITY IMPROVEMENTS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as part of the West Side Utility & Connectivity Improvements Project on the north side of Venice Road, the City will be replacing an existing waterline, replacing existing storm sewers, and installing a new storm system and multi-use asphalt path; and

**WHEREAS**, the City Commission authorized an agreement for professional property & easement acquisition services with O.R. Colan Associates of Fairview Park, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 19-101, passed on May 28, 2019; and

**WHEREAS**, this City Commission approved the awarding of the contract to Speer Bros., Inc., of Sandusky, Ohio, for the West Side Utility & Connectivity Improvements Project by Ordinance No. 20-002, passed on January 13, 2020; and

**WHEREAS**, in order to install the new waterline for the West Side Utility & Connectivity Improvements Project, additional frontage property was necessary to allow the proper horizontal clearance between utilities as required by the Ohio Environmental Protection Agency; and

**WHEREAS**, Toft Dairy, Inc. is the owner of the property located at 3717 Venice Road, Parcel No. 60-00568.000, and has agreed to sell a portion of the property to the City and in lieu of payment, the City will install an additional 6" service connection to the existing 16" watermain in Venice Road and replace their existing 4" water service tap with a 6" tap and these costs are included in the construction contract with Speer Bros., Inc. and valued at \$8,970.00; and

**WHEREAS**, this additional property will be dedicated as right-of-way at a later date along with granting an encroachment to Toft Dairy, Inc. for their existing sign; and

**WHEREAS**, approval is being requested in companion legislation to approve a Contract for Sale and Purchase of Real Property with Ben B. Bailey, Trustee, Mary J. Bailey, Trustee, and Mark A. Bailey for additional property on Venice Road necessary for the West Side Utility and Connectivity Improvements Project; 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 Contract for Sale and Purchase of Real Property and acquire the property which is necessary to complete the waterline work and multi-use path along the Toft Dairy, Inc. property as part of the West Side Utility & Connectivity Improvements Project; and

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

the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **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 Contract for Sale and Purchase of Real Property with Toft Dairy, Inc., for a portion of Parcel No. 60-00568.000, located at 3717 Venice Road, for the West Side Utility & Connectivity Improvements Project, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose as set forth in the preamble hereto.

Section 2. The City Manager, Finance Director and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of a portion of Parcel No. 60-00568.000, located at 3717 Venice Road, Sandusky.

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.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY  
WITHOUT BUILDING(S)**

PARCEL(S): 60-00568.000 WD (2-WD)  
CITY OF SANDUSKY - WEST SIDE UTILITIES AND CONNECTIVITY IMPROVEMENTS

This Agreement is by and between the City of Sandusky ["Purchaser"] and Toft Dairy, Inc., an Ohio corporation ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

**1. Price and Consideration**

In lieu of payment, Purchaser shall pay all costs related to the installation of a new 6" water tap and valve to the existing 16" water main on Venice Road and the installation of a 6" water tap and valve to the proposed 10" water main in the portion of land to be purchased by the Purchaser, as shown on the attached Exhibit B (Water Work Plan and Profile on Page 87/116 of the City of Sandusky West Side Utilities and Connectivity Improvement Plans). This shall constitute the compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) N/A.

The Purchaser and Seller shall execute the GRANT OF A LICENSE FOR ENCROACHMENT ON THE NORTH SIDE OF VENICE ROAD [Agreement], within 30 days of the closing, transferring and recording of the Warranty Deed. A final unsigned copy of the Agreement is attached as Exhibit C.

Due the importance of water to the Seller's daily business operations, the Purchaser has agreed to make every effort to prevent water service interruptions to the Seller's Property, which has been documented in Exhibit D (Construction Sequence Section on page 71/116 of the Water Work General Notes of the City of Sandusky West Side Utilities and Connectivity Improvement Plans).

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession,

whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

## **2. Estate Sold and Deed to Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

## **3. Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

## **4. Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

## **5. Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions

and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

**6. Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

**7. No Change in Character of Property**

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

**8. Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within

said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

**9. Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

**10. Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

**11. Physical Possession of Structures Occupied by Seller**

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

**12. Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

**13. Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

**14. Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

**15. Entire Agreement**

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations

whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

**16. Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the City of Sandusky and Toft Dairy, Inc., an Ohio corporation have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Toft Dairy, Inc., an Ohio corporation

Charles M. Meisler

By: Charles M. Meisler

Its: President

Date: January 16, 2020

State of OHIO, County of ERIE. ss:

This is an acknowledgment. No oath or affirmation was given.

Be It Remembered, that on the 16<sup>th</sup> day of January, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Charles M. Meisler who acknowledged being the President and duly authorized agent of Toft Dairy, Inc., an Ohio corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**John D. Frankel**  
**Notary Public, State of Ohio**  
**My Commission Has No Expiration**  
**Section 147.03 O.R.C.**



\_\_\_\_\_  
Eric Wobser  
City Manager

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF ERIE SS:

BE IT REMEMBERED, that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Eric Wobser, the City Manager and duly authorized representative of City of Sandusky, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of City of Sandusky.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 11/19/2019

PID #####

**PARCEL 2-WD  
ERI-US6**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
"THE CITY OF SANDUSKY" ERIE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

**[Surveyor's description of the premises follows]**

Situated in the City of Sandusky, County of Erie and State of Ohio, and being a 0.236 acre parcel out of a 10.99 acre tract known as Erie County Auditor's Parcel number 60-00568.000 conveyed to Toft Dairy, Inc., An Ohio Corp. (hereafter referred to as "Grantor") by the instrument filed as Deed Volume 517, Page 985 (all document references are to the records of Erie County unless otherwise stated).

Being a parcel of land lying on the left side of the centerline of existing right-of-way of US Route 6 also known as Venice Road (60' R/W) more particularly described as follows:

BEGINNING at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road US 6 (60' R/W) with the centerline of Edgewater Avenue (66' R/W), said point being at Venice Road station 68+62.20. Thence along the centerline of Venice Road, North 82 degrees 48 minutes 45 seconds West for a distance of 38.08 feet to a point being at Venice Road station 68+24.13. Thence North 07 degrees 11 minutes 15 seconds East for a distance of 30.00 feet to a point being 30.00 feet left of the centerline of existing right-of-way of Venice Road station 68+24.13 and being the TRUE POINT OF BEGINNING of the parcel herein described.

Thence along the northerly right-of-way of Venice Road, North 82 degrees 48 minutes 45 seconds West for a distance of 657.02 feet to a capped iron pin found at the southwesterly corner of said land of the Grantor, said corner being 30.00 feet left of the centerline of existing right-of-way of Venice Road station 61+67.11;

Thence along the westerly line of said Grantor's land being the easterly line of land owned by Ben B. Bailey, Trustee, Mary J. Bailey, Trustee and Mark A. Bailey recorded in Official Record

## EXHIBIT A

LPA RX 851 WD

Page 2 of 3

Rev. 06/09

348, Page 283, Official Record 348, Page 279 and Official Record 513, Page 205, North 01 degrees 40 minutes 36 seconds West for a distance of 15.18 feet to an iron pin set being 45.00 feet left of the centerline of existing right-of-way of Venice Road station 61+64.77;

Thence crossing through the lands of the Grantor, South 82 degrees 48 minutes 45 seconds East for a distance of 578.01 feet to an iron pin set at a point of curvature, said iron pin set being 45.00 feet left of the centerline of existing right-of-way of Venice Road station 67+42.78;

Thence crossing through the lands of the Grantor following the arc of a circle curving to the left having a central angle of 10°09'54", a radius of 91.50 feet, an arc length of 16.23 feet and a long chord which bears South 87 degrees 53 minutes 42 seconds East for a distance of 16.21 feet to an iron pin set at a point of tangency, said iron pin set being 46.44' left of the centerline of existing right-of-way of Venice Road station 67+58.92;

Thence crossing through the lands of the Grantor, North 87 degrees 01 minutes 21 seconds East for a distance of 61.90 feet to an iron pin set being 57.36 feet left of the centerline of existing right-of-way of Venice Road station 68+19.86;

Thence along the easterly of said Grantor's land being the westerly right-of-way of Edgewater Avenue, South 01 degrees 40 minutes 36 seconds East for a distance of 27.69 feet to the TRUE POINT OF BEGINNING, containing 0.236 acres, more or less, including 0.000 acres within the present road occupied, resulting in a net take of 0.236 acres out of Erie County Auditor's Parcel number 60-00568.000.

Prior instrument record as of this writing recorded in Deed Volume 517, Page 985 in the records of Erie County.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

All iron pins set are 5/8" rebar, 30" in length with yellow cap stamped "DLZ Ohio, Inc."

The bearings for this description are based on Ohio State Plane Coordinate system, South Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

**EXHIBIT A**

LPA RX 851 WD

Page 3 of 3

Rev. 06/09

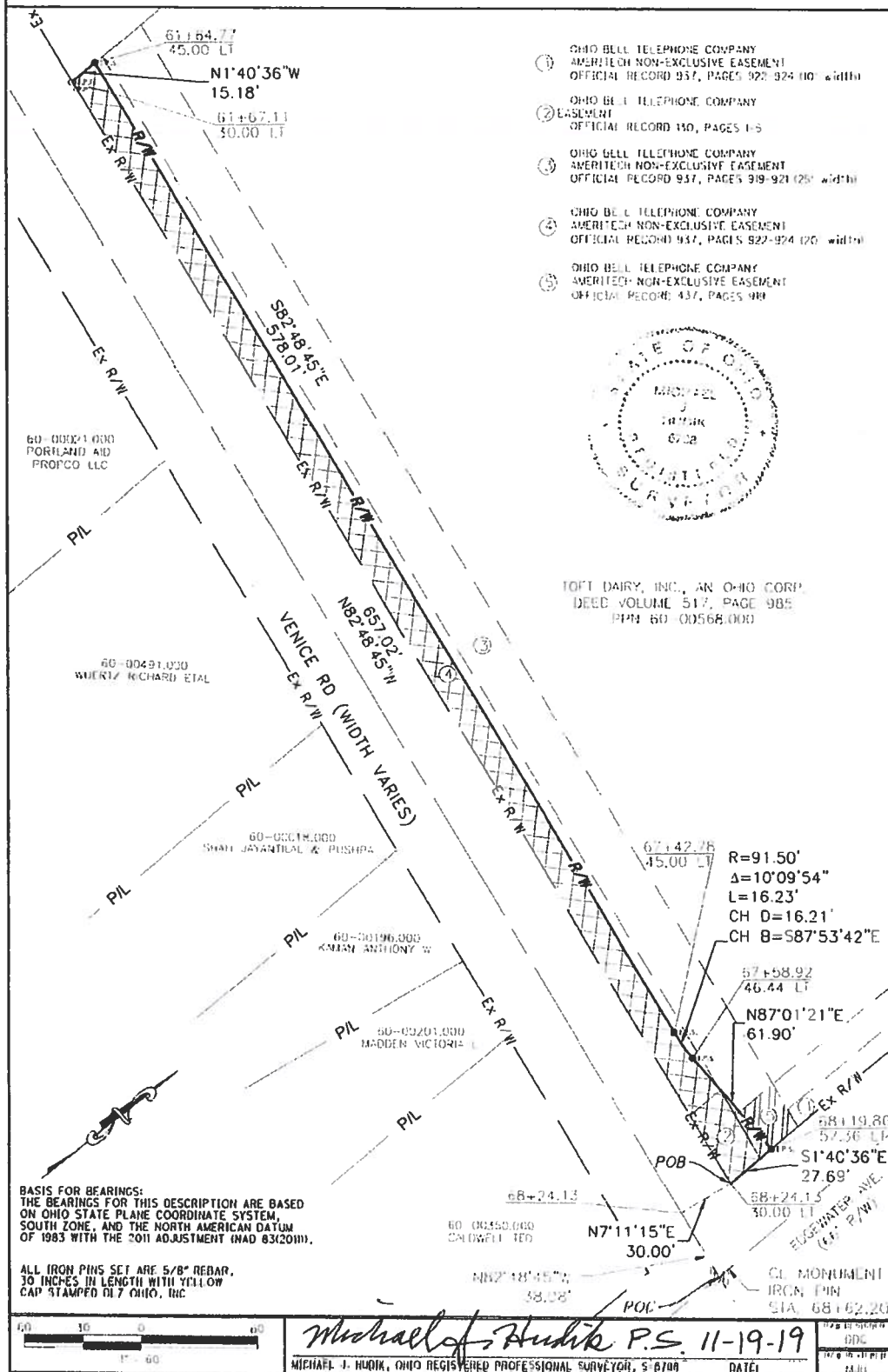
Michael J. Hudik P.S.  
Michael J. Hudik, S-6788

11-19-19  
Date

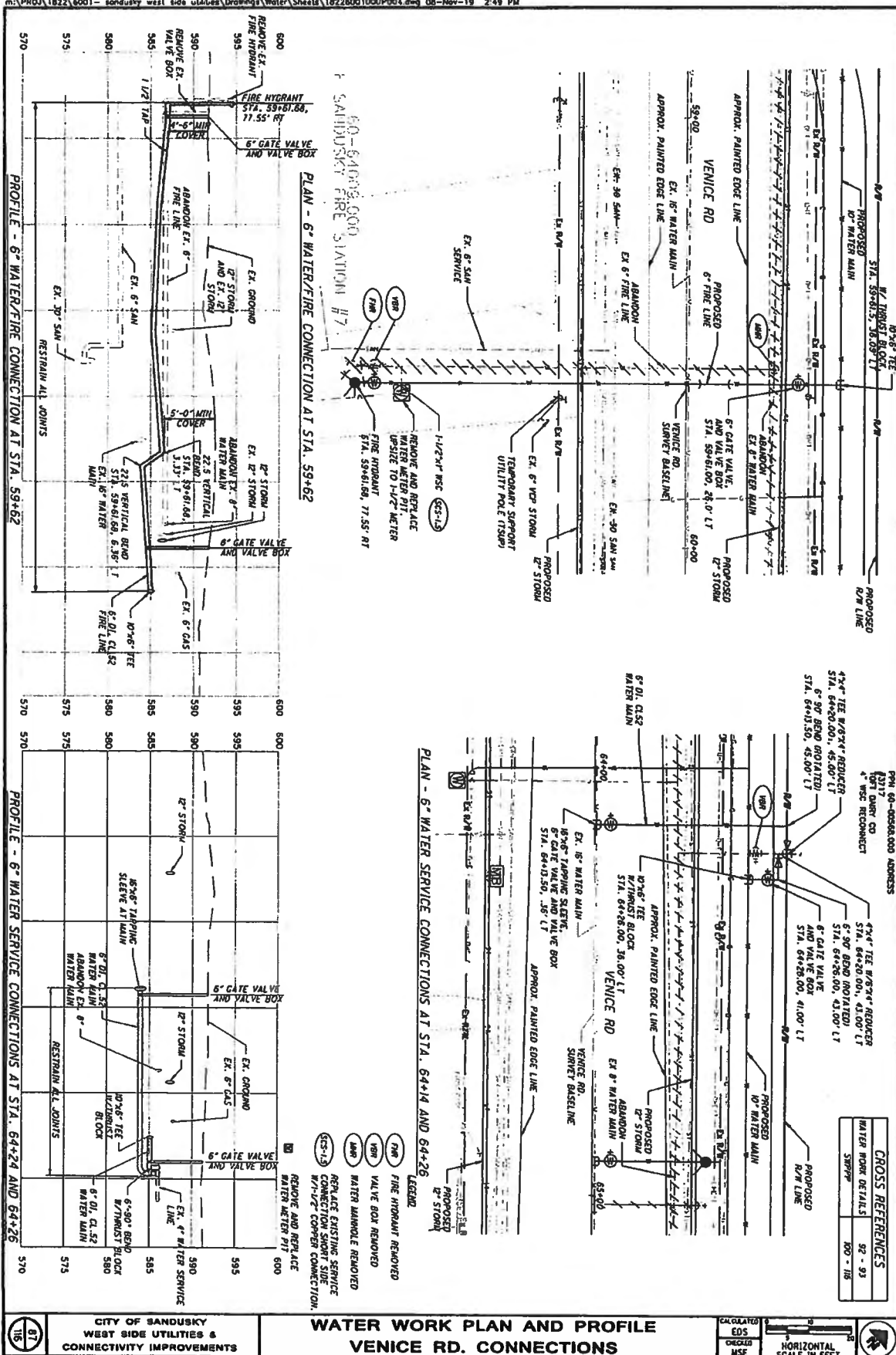


**DLZ**  
6121 Huntley Road - Columbus, Ohio 43229-1003  
Ph.: (614) 888-0040 Fax: (614) 848-6712

0.236 ACRE  
2-WD TOFT



m:\PROJ\1822\6001- sandusky west side utilities\Drawings\Water\Sheets\1822600100UP004.dwg 08-Nov-19 2:49 PM



# EXHIBIT C

## GRANT OF A LICENSE FOR ENCROACHMENT ON THE NORTH SIDE OF VENICE ROAD

This License Agreement is made this day \_\_\_\_\_ of \_\_\_\_\_, 2020, between the City of Sandusky, Ohio ("City") whose tax mailing address is 222 Meigs Street, Sandusky, Erie County, Ohio, 44870, and Toft Dairy, Inc., an Ohio corporation, ("Licensee") whose mailing address is PO Box 2558, Sandusky, OH 4487, under the following conditions and circumstances:

A. The City of Sandusky, Erie County, Ohio, is the Owner and Trustee for the general public of the rights-of-way as defined in the Ohio Revised Code, Section 4511.01(uu), including Venice Road and is more fully described in Exhibit "A" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

B. Licensee is the owner in fee simple of the real estate adjoining the north side of the Venice Road right-of-way located at 3717 Venice Road, Sandusky, OH 44870.

C. Licensee desires to retain and maintain the Toft Dairy Sign (the "Encroachment"), within the City's rights-of-way, located at 3717 Venice Road, Sandusky, Ohio, and as more fully described in Exhibits "A" and "B" which is attached to this License Agreement and is specifically incorporated as if fully rewritten herein.

D. The City is willing to grant to Licensee a temporary license to maintain the Encroachment for so long as Licensee remains the owner of the property to the north side of the Venice Road right-of-way and provided the Encroachment is not substantially altered.



**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION PAID, THE PARTIES AGREE AS FOLLOWS:**

1. The City grants to Licensee the license and permission to retain and maintain the Encroachment as more fully described in Exhibits "A" and "B" which are attached to this License Agreement and are specifically incorporated as if fully rewritten herein, for so long as Licensee remains the owner of real property located at 3717 Venice Road, Sandusky, OH 44870, and provided that the Encroachment is not substantially altered and Licensee complies with all legal requirements;

2. Licensee agrees that, except for the license granted pursuant to this Agreement, Licensee makes no claim of right and has no interest or title in any part of the property and Licensee further agrees that the maintenance of the Encroachment shall not, at any time, be deemed or construed to be an adverse possession of any part of the City's right-of-way;

3. Licensee agrees to maintain the Encroachment for use by the general public in conjunction with Licensee's facilities located at 3717 Venice Road, Sandusky, OH 44870, and further agrees to indemnify and hold harmless the City of Sandusky (it's officials, employees, boards, commissions and agents) from any and all loss, damage, expense, or liability arising from the maintenance of the Encroachment;

4. This Agreement shall not be construed to run with the land.



**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below:

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

CITY:  
CITY OF SANDUSKY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Eric L. Wobser, City Manager

State of Ohio )  
                  ) ss:  
County of Erie )

Before me a Notary Public for the State of Ohio, appeared the above named, Eric L. Wobser, City Manager of the City of Sandusky, who acknowledged that he signed the foregoing instrument and that the signing was a free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this day \_\_\_\_ of \_\_\_\_\_, 2020.

Notary Public

My Commission Expires:

SIGNED AND ACKNOWLEDGED LICENSEE: TOFT DAIRY, INC.

By: \_\_\_\_\_

Charles M. Meisler  
President

State of Ohio    )  
                          ) ss:  
County of Erie    )

This is an acknowledgement. No oath or affirmation was given.

Before me a Notary Public for the State of Ohio, appeared the above named, Charles M. Meisler, President, who acknowledged that he signed the foregoing instrument and that the signing was a free act of the entity.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Instrument prepared by:

Trevor Hayberger  
Law Director  
City of Sandusky

# EXHIBIT A

## LEGAL DESCRIPTION ENCROACHMENT LICENSE FOR A SIGN

Situated in the City of Sandusky, County of Erie, State of Ohio, and being part of the north right of way of Venice Road (R/W width varies) approximately 450 feet west of Edgewater Avenue, being a parcel lying southerly of and adjoining lands of Toft Dairy, Inc. an Ohio Corp. Deed Volume 517, Page 985, more particularly described as follows:

COMMENCING FOR REFERENCE at a one inch iron pin found in a monument box at the intersection of the centerline of Venice Road with the centerline of Edgewater Avenue;

Thence along the centerline of Venice Road, North 82 degrees 48 minutes 45 seconds West for a distance of 450.00 feet to a point; Thence perpendicular to the centerline of Venice Road, North 07 degrees 11 minutes 15 seconds East for a distance of 39.00 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

Thence the following four (4) courses:

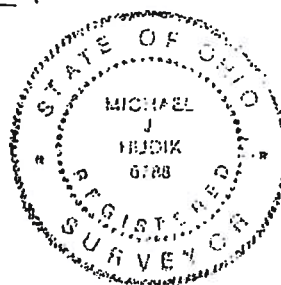
1. North 82 degrees 48 minutes 45 seconds West for a distance of 6.00 feet to a point;
2. North 07 degrees 11 minutes 15 seconds East for a distance of 6.00 feet to a point;
3. South 82 degrees 48 minutes 45 seconds East along the northerly right of way of Venice Road for a distance of 6.00 feet to a point;
4. South 07 degrees 11 minutes 15 seconds West for a distance of 6.00 feet to the True Point of Beginning, containing 36 square feet, more or less, subject to all easements, restrictions and legal highways.

This description was prepared by Michael J. Hudik, Ohio Registered Professional Surveyor number 6788, and is based on an actual field survey conducted by DLZ Ohio, Inc. in 2019 under his direct supervision.

The bearings for this description are based on Ohio State Plane Coordinate system, North Zone, and the North American Datum of 1983 with the 2011 adjustment (NAD 83(2011)).

Michael J. Hudik P.S.  
Michael J. Hudik, S-6788

12-3-19  
Date



① OHIO BELL TELEPHONE COMPANY  
 AMERITECH NON-EXCLUSIVE EASEMENT  
 OFFICIAL RECORD 937, PAGES 922-924 (10' width)

② OHIO BELL TELEPHONE COMPANY  
 EASEMENT  
 OFFICIAL RECORD 130, PAGES 1-5

③ OHIO BELL TELEPHONE COMPANY  
 AMERITECH NON-EXCLUSIVE EASEMENT  
 OFFICIAL RECORD 937, PAGES 919-921 (25' width)

④ OHIO BELL TELEPHONE COMPANY  
 AMERITECH NON-EXCLUSIVE EASEMENT  
 OFFICIAL RECORD 937, PAGES 922-924 (20' width)

⑤ OHIO BELL TELEPHONE COMPANY  
 AMERITECH NON-EXCLUSIVE EASEMENT  
 OFFICIAL RECORD 937, PAGES 919

**LEGEND**  
 — P — Property Line  
 — Ex R/W — Ex. Right of Way  
 — TMP — Pr. Temp. Right of Way  
 — — — Ex. General Easement

60-00021.000  
 PORTLAND AID  
 PROPCO LLC

60-00491.000  
 WUERTZ RICHARD ETAL

60-00018.000  
 SHAH JAYANTILAL & PUSHPA

60-00190.000  
 KAMAN ANTHONY W

60-00201.000  
 MADDEN VICTORIA L

60-00350.000  
 CALDWELL TEC

TOFT ICE CREAM SIGN  
 S07°11'15"W 6.00'  
 N82°48'45"W 6.00'  
 N07°11'15"E 6.00'  
 S82°48'45"E 6.00'

VENICE RD (WIDTH VARIES)  
 430.00'

TOFT DAIRY, INC., AN OHIO CORP.  
 DEED VOLUME 517, PAGE 985  
 P/PN 60-00568.000

BASIS FOR BEARINGS:  
 THE BEARINGS FOR THIS DESCRIPTION ARE BASED  
 ON OHIO STATE PLANE COORDINATE SYSTEM,  
 NORTH ZONE, AND THE NORTH AMERICAN DATUM  
 OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83(2011)).

MICHAEL J. HUDOK  
 6759  
 REGISTERED  
 SURVEYOR

CL. MONUMENT  
 IRON PIN  
 STA. 68+62.20

MICHAEL J. HUDOK P.S. 12-3-19  
 MICHAEL J. HUDOK, OHIO REGISTERED PROFESSIONAL SURVEYOR, S-6780  
 DATE:

CALCULATED
JJV
CHECKED
ENS



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 28, 2020

Subject: Commission Agenda Item- **Awarding of D03 SRTS City of Sandusky INF PID 103737 Project**

**ITEM FOR CONSIDERATION:** Ordinance awarding a contract to D.L. Smith Concrete, LLC of Norwalk, Ohio for the Safe Routes to Schools (SRTS) Project.

**BACKGROUND INFORMATION:** In March of 2016, the City of Sandusky applied to the Ohio Department of Transportation for Safe Routes to School (SRTS) funding for several infrastructure projects at the Sandusky Middle School. At the city commission meeting on February 22, 2016, ordinance no. 013-16R was passed to enter into an agreement with ODOT for this project. Below is a summary of those improvements.

Line Item No.	Item Description
1	Install bicycle racks at middle school campus.
2	Install school flashers with radar feedback & create school zone on Perkins Avenue.
3	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Buchanan St at Camp St, Carr St, Shelby St, McDonough St and Hayes Ave
4	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Johnson St at Camp Str, Carr St, Shelby St, McDonough St, and Hayes Ave.
5	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Camp St at Forest Dr and Orlando Pace Dr.
6	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Hayes Ave at Orlando Pace Dr and Rockwell St
7	Install countdown pedestrian signals at the existing traffic signals and upgrade striping at the intersection of Hayes Ave and Pierce St (Note: the pedestrian signals will be part of future signal replacement project)
8	Replace the existing sidewalk as needed for approximately 1700 feet along Camp St between West Perkins Ave and Pierce St

A total of three bids were received on Friday, January 10, 2020 at a formal bid opening:

D.L. Smith concrete, LLC. Bid: \$177,770.50  
Norwalk, OH 100% Bid Bond

Smith Paving & Excavating Inc. Bid: \$187,594.50  
Norwalk, OH 100% Bid Bond

Precision Paving, Inc. Bid: \$218,271.00  
Milan, OH 100% Bid Bond

The engineer's estimate for the project was \$236,901.57.

The contractual Schedule for completion of construction is Friday, July 21, 2020.

The Local preference policy (Chapter 149 Sandusky's Codified Ordinances) was not able to be applied when reviewing the bids due to the funding source.

**BUDGETARY INFORMATION:** The cost of the construction contract is \$177,770.50 and will be 100% funded with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT).

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a contract to D.L. Smith, LLC. Of Norwalk, Ohio for the D03 SRTS City of Sandusky INF Project in an amount not to exceed \$177,770.50 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City in order to meet the ODOT District 3 deadline of the city awarding a construction contract by March 2020.

I concur with this recommendation:

---

Eric Wobser  
City Manager

---

Aaron Klein, P.E.  
Director

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director; T. Hayberger, Law Director



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH D.L. SMITH CONCRETE, LLC, OF NORWALK, OHIO, FOR THE SAFE ROUTES TO SCHOOL (SRTS) SANDUSKY MIDDLE SCHOOL PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission approved a Resolution of Support for the Safe Routes to School (SRTS) Program and the development of Sandusky's School Travel Plan by Resolution No. 011-11R, passed on March 28, 2011; and

**WHEREAS**, the Ohio Safe Route to School (SRTS) Program is funded by the Federal Highway Administration and administered by the Ohio Department of Transportation to support projects and programs that enable and encourage walking and bicycling to and from school; and

**WHEREAS**, a School Travel Plan for Sandusky City Schools was completed and approved by the Ohio Department of Transportation which allowed the City to apply for funding for infrastructure and non-infrastructure projects listed in the School Travel Plan; and

**WHEREAS**, this City Commission authorizing the filing of an application with the Ohio Department of Transportation for the 2016 Safe Routes to School (SRTS) Cost Reimbursement Program by Resolution No. 013-16R, passed on February 22, 2016, and subsequently was awarded grant funds up to a maximum of \$285,000.00; and

**WHEREAS**, this City Commission approved an agreement for Professional Design Services with K.E. McCartney & Associates, Inc., of Mansfield, Ohio, for the Safe Routes to School (SRTS) Sandusky Middle School Project by Ordinance No. 18-079, passed on April 9, 2018; and

**WHEREAS**, the Sandusky Middle School project involves infrastructure improvements as summarized below:

1.	Install bicycle racks at middle school campus.
2.	Install school flashers with radar feedback & create school zone on Perkins Avenue.
3.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Buchanan Street at Camp Street, Carr Street, Shelby Street, McDonough Street and Hayes Avenue.
4.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Johnson Street at Camp Street, Carr Street, Shelby Street, McDonough Street, and Hayes Avenue.
5.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Camp Street at Forest Drive and Orlando Pace Drive.
6.	Install ADA compliant curb ramps, stop bars, and crosswalks at the intersections on Hayes Avenue at Orlando Pace Drive and Rockwell Street.
7.	Install countdown pedestrian signals at the existing traffic signals and upgrade striping at the intersection of Hayes Avenue and Pierce Street.
8.	Replace the existing sidewalk as needed for approximately 1700 feet along Camp Street between West Perkins Avenue and Pierce Street.



**WHEREAS**, this City Commission declared the necessity to proceed with the proposed Safe Routes to School (SRTS) Sandusky Middle School Project by Resolution No. 044-19R, passed on November 25, 2019; and

**WHEREAS**, upon public competitive bidding as required by law three (3) appropriate bids were received and the bid from D.L. Smith Concrete, LLC, of Norwalk, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total construction cost of this project based on bids is \$177,770.50 and will be paid with Federal Highway Administration (FHWA) funds through the Ohio Department of Transportation (ODOT); 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 meet the ODOT District 3 deadline of awarding a construction contract by March 2020 and to complete the construction by the deadline of July 21, 2020; and

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

Section 1. The City Manager is authorized and directed to enter into a contract with D.L. Smith Concrete, LLC, of Norwalk, Ohio, for the Safe Routes to School (SRTS) Sandusky Middle School Project, PID 103737, in an amount **not to exceed** One Hundred Seventy Seven Thousand Seven Hundred Seventy and 50/100 Dollars (\$177,770.50) consistent with the bid submitted by D.L. Smith Concrete, LLC, of Norwalk, Ohio, currently on file in the office of the Director of Public Works.

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

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 28, 2020

Subject: **Commission Agenda Item – Change Order #1 for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project**

**ITEM FOR CONSIDERATION:** Legislation approving Change Order #1 to Barnes Nursery of Huron, Ohio for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project. In the amount of \$38,521.45

**BACKGROUND INFORMATION:** The City of Sandusky Runoff Reduction through Strategic Tree Planting Project planted approximately two-hundred and ninety (290) trees at strategic locations around the City. The locations this project would target are publicly owned properties that lack desirable and/or sufficient tree canopies. Because of favorable bidding prices from Barnes Nursery, the City is desirous of maximizing the \$100,000 GLRI grant award and pairing it with our 2019-committed \$25,000 to increase the total number of trees installed from 290 to 384 trees. This scale of a project represents a landmark year for tree installations in public spaces within the City.

We are required to have this project complete, with all tree plantings and ground restoration prior to the grant deadline of December 1, 2020.

**BUDGETARY INFORMATION:** The original contract with Barnes Nursery was \$86,478.55. The estimated cost for this First Change Order for an additional 94 trees is \$36,697.50 for a revised contract cost of \$123,176.05. The additional of \$36,697.50 will initially be paid with City funds and then reimbursed through the GLRI grant, funded 100% by the U.S. EPA as the City's grant obligation of \$25,000 has already been paid with Storm Water funds from the Sewer Fund.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared to award a change order to Barnes Nursery Inc. of Huron, Ohio for the City of Sandusky Runoff Reduction through Strategic Tree Planting Project in an amount not to exceed \$36,697.50 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow the contractor to ensure that the project is completed prior to completion date of December 1, 2020.

I concur with this recommendation:

---

Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; M. Reeder, Finance Director, T. Hayberger, Law Director

CITY OF SANDUSKY, OHIO  
DEPARTMENT OF PUBLIC WORKS

Project: 2019 Runoff Reduction through Tree Strategic Tree Planting  
Construction Work Order No.: 1

CONTRACT: 2926  
ORDINANCE NO. 19-124

Contractor: Barnes Nursery  
3511 Cleveland Rd. West  
Huron, OH 44839

STREET OR LOCATON OF WORK: Various City Properties City-wide

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

LINE NO.	Common Tree Name	Scientific Tree Name (1.5" caliper)	QTY	UNIT	UNIT COST LABOR	UNIT COST MATERIAL	TOTAL UNIT COST	TOTAL ITEM COST	+ / -
1	Locust	Gleditsia triacanthos inermis	19	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 5,538.50	\$ -
2	Swamp White Oak	Quercus bicolor	12	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 3,498.00	\$ -
3	Bur Oak	Quercus macrocarpa	20	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 5,830.00	\$ -
4	Chinkapin Oak	Quercus muehlenbergii	10	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 2,915.00	\$ -
5	Regal Prince Oak	Quercus robur x bicolor	7	EA	\$ 145.00	\$ 200.50	\$ 345.50	\$ 2,418.50	\$ -
6	Tulip Poplar	Liriodendron tulipifera	26	EA	\$ 145.00	\$ 120.85	\$ 265.85	\$ 6,912.10	\$ -
7	European Hornbeam	Carpinus betulus	17	EA	\$ 145.00	\$ 151.90	\$ 296.90	\$ 5,047.30	\$ -
8	Bald Cypress	Taxodium distichum	42	EA	\$ 145.00	\$ 120.85	\$ 265.85	\$ 11,165.70	\$ -
9	River Birch	Betula nigra	10	EA	\$ 145.00	\$ 119.50	\$ 264.50	\$ 2,645.00	\$ -
10	Sugar Maple	Acer saccharum	5	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 1,457.50	\$ -
11	London Planetree	Platanus acerifolia	32	EA	\$ 145.00	\$ 160.00	\$ 305.00	\$ 9,760.00	\$ -
12	Little Leaf Linden	Tilia cordata	8	EA	\$ 145.00	\$ 151.90	\$ 296.90	\$ 2,375.20	\$ -
13	Zelkova	Zelkova serrata	16	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 4,664.00	\$ -
14	Norway Maple	Acer platanoides	5	EA	\$ 145.00	\$ 138.40	\$ 283.40	\$ 1,417.00	\$ -
15	Freeman Maple	Acer x freemanii	24	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 6,996.00	\$ -
16	Maple Crimson Sunset	Acer x truncatum x platanoides	7	EA	\$ 145.00	\$ 234.25	\$ 379.25	\$ 2,654.75	\$ -
17	Ginkgo	Ginkgo biloba	7	EA	\$ 145.00	\$ 214.00	\$ 359.00	\$ 2,513.00	\$ -
18	European Beech	Fagus sylvatica	1	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 291.50	\$ -
19	Sweetgum	Liquidambar styraciflua	6	EA	\$ 145.00	\$ 126.25	\$ 271.25	\$ 1,627.50	\$ -
20	Shagbark Hickory	Carya ovata	3	EA	\$ 145.00	\$ 160.00	\$ 305.00	\$ 915.00	\$ -
21	Hackberry	Celtis occidentalis	5	EA	\$ 145.00	\$ 127.60	\$ 272.60	\$ 1,363.00	\$ -
22	American Elm	Ulmus americana	4	EA	\$ 145.00	\$ 141.10	\$ 286.10	\$ 1,144.40	\$ -
23	Eastern Redbud	Cercis canadensis	4	EA	\$ 145.00	\$ 124.90	\$ 269.90	\$ 1,079.60	\$ -
24	Watering Bags		50	EA	\$ 30.00	\$ 15.00	\$ 45.00	\$ 2,250.00	\$ -
25	Mobilizations (4)		4	EA	\$ 30.00	\$ 15.00	\$ 400.00	\$ 1,600.00	\$ 1,600.00
26		Acer griseum	4	EA	\$ 145.00	\$ 157.50	\$ 302.50	\$ 1,210.00	\$ 1,210.00
27		Acer truncatum x platanoides 'Crimson Sunset' 2.5"	5	EA	\$ 145.00	\$ 234.25	\$ 379.25	\$ 1,896.25	\$ 1,896.25
28		Acer truncatum x platanoides 'Crimson Sunset' 1.75"	3	EA	\$ 145.00	\$ 228.50	\$ 373.50	\$ 1,120.50	\$ 1,120.50
29		Acer saccharum 'Green Mountain'	2	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 588.50	\$ 588.50
30		Carpinus betulus 'Fastigiata'	2	EA	\$ 145.00	\$ 152.00	\$ 297.00	\$ 594.00	\$ 594.00
31		Ginkgo biloba 'Autumn Gold'	4	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 1,177.00	\$ 1,177.00
32		Liriodendron tulipifera	23	EA	\$ 145.00	\$ 121.00	\$ 266.00	\$ 6,118.00	\$ 6,118.00
33		Platanus acerifolia 'Bloodgood'	6	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 1,749.00	\$ 1,749.00
34		Platanus acerifolia 'Exclamation'	4	EA	\$ 145.00	\$ 146.50	\$ 291.50	\$ 1,166.00	\$ 1,166.00
35		Quercus macrocarpa	4	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 1,177.00	\$ 1,177.00
36		Quercus macrocarpa 'Urban Pinnacle'	3	EA	\$ 145.00	\$ 155.00	\$ 300.00	\$ 900.00	\$ 900.00
37		Quercus muelenbergii	7	EA	\$ 145.00	\$ 149.25	\$ 294.25	\$ 2,059.75	\$ 2,059.75
38		Quercus robur x bicolor 'Regal Prince'	2	EA	\$ 145.00	\$ 160.00	\$ 305.00	\$ 610.00	\$ 610.00
39		Quercus rubra	6	EA	\$ 145.00	\$ 155.00	\$ 300.00	\$ 1,800.00	\$ 1,800.00
40		Syringa reticulata 'Ivory Silk'	12	EA	\$ 145.00	\$ 148.00	\$ 293.00	\$ 3,516.00	\$ 3,516.00
41		Taxodium distichum	1	EA	\$ 145.00	\$ 148.00	\$ 293.00	\$ 293.00	\$ 293.00
42		Tilia cordata 'Greenspire'	2	EA	\$ 145.00	\$ 139.75	\$ 284.75	\$ 569.50	\$ 569.50
43		Zelkova serrata 'Village Green'	4	EA	\$ 145.00	\$ 118.25	\$ 263.25	\$ 1,053.00	\$ 1,053.00
44	Mobilizations (94)		1	LS			\$ 7,500.00	\$ 7,500.00	
Original # of TREES			290	Total Difference			\$ 86,478.55	\$ 36,697.50	
Added # of TREES			94						
Total # of TREES			384						

Explanation: Change order reflects fulfilling financial grant award from the USDA.

Accepted:

City Engineer

Date:

Original Contract Price = \$ 86,478.55  
Contract Price after CO1 = \$ 123,176.05  
% Increase = 42.4%  
Original Budget/Estimate = \$ 125,000.00  
% Increase = -1.5%

## CERTIFICATE OF FUNDS

In the Matter of: Runoff Reduction through Strategic Tree Planting

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: 2/4/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431-4850

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST CHANGE ORDER FOR WORK TO BE PERFORMED BY BARNES NURSERY, INC., OF HURON, OHIO, FOR THE RUNOFF REDUCTION THROUGH STRATEGIC TREE PLANTING PROJECT IN THE AMOUNT OF \$36,697.50; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Runoff Reduction Through Strategic Tree Planting Project involved the planting of approximately 290 trees at strategic locations around the City and that targeted publicly owned properties that lack desirable and/or sufficient tree canopies and were located near the shoreline and adjacent to streams and water bodies; and

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

**WHEREAS**, the City Commission declared the necessity for the City to proceed with the proposed Runoff Reduction through Strategic Tree Planting Project by Resolution No. 018-19R, passed on May 13, 2019; and

**WHEREAS**, this City Commission approved the awarding of the contract to Barnes Nursery, Inc., of Huron, Ohio, for work to be performed for the Runoff Reduction Through Strategic Tree Planting Project by Ordinance No. 19-124, passed on July 22, 2019; and

**WHEREAS**, Barnes Nursery, Inc. has planted approximately 290 trees and because of the favorable bidding prices from Barnes Nursery, Inc., the City is desirous of maximizing the GLRI grant award and increasing the numbers of trees; and

**WHEREAS**, this First Change Order reflects the addition of 94 trees to be installed throughout the City; and

**WHEREAS**, the original contract with Barnes Nursery, Inc., was \$86,478.55 and with the addition of this First Change Order in the amount of \$36,697.50, the revised contract cost is \$123,176.05, and the additional cost of the First Change Order will initially be paid with City funds and then reimbursed through the GLRI grant program; 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 complete the project by the completion of December 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 Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to approve this First Change Order for work to be performed for the Runoff Reduction Through Strategic Tree Planting Project in an amount **not to exceed** Thirty Six Thousand Six Hundred Ninety Seven and 50/100 Dollars (\$36,697.50) resulting in a revised contract cost of One Hundred Twenty Three Thousand One Hundred Seventy Six and 05/100 Dollars (\$123,176.05) with Barnes Nursery, Inc., of Huron, Ohio.

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

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

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

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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: February 10, 2020