



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
FEBRUARY 24, 2020 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

<b>INVOCATION</b>	Naomi Twine
<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>	February 10, 2020
<b>PUBLIC HEARING</b>	<b>Arielle Blanca, Community Development Manager</b> FY 2020 CDBG One Year Action Plan
<b>COMMUNICATIONS</b>	Motion to accept all communications submitted below
<b>CURRENT BUSINESS</b>	

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**CONSENT AGENDA ITEMS**

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**SECOND READING**

**A. Submitted by Greg Voltz, Planner**

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

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

**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.

**B. Submitted by Rick Wilcox, Fire Chief**

**PURCHASE OF TURNOUT GEAR FROM MUNICIPAL EMERGENCY SERVICES, INC. FOR THE SANDUSKY FIRE DEPARTMENT**

**Budgetary Information:** The total amount of this expenditure is \$42,434 with each set costing \$3,031. This purchase will be paid with monies from the EMS fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase fourteen Morning Pride Tails turnout gear, fire coat and pant sets through the State of Ohio, Department of Administrative Services, cooperative purchasing program from Municipal Emergency Services, Inc., of Southbury, Connecticut, dba Warren Fire Equipment, for use in the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**C. Submitted by Rick Wilcox, Fire Chief**

**SUBMISSION OF EMS GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY FOR THE FIRE DEPARTMENT**

**Budgetary Information:** There is no budgetary impact. This grant, if awarded, is one hundred percent funded by the Ohio Emergency Medical Services grant through the Ohio Department of Public Safety. There is no matching of funds.

**RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving the submission of a grant application for the 2020 – 2021 Ohio Emergency Medical Services grant program through the Department of Public Safety for the Sandusky Fire Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

**D. Submitted by Rick Wilcox, Fire Chief**

**AGREEMENT WITH STATE COLLECTION & RECOVERY SERVICES, LLC FOR DEBT COLLECTION**

**Budgetary Information:** The contract will not negatively impact the city's budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Compliance administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges. This legislation, if passed, will generate revenue.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with State Collection & Recovery Services, LLC, of Monroeville, Ohio, for debt collection services for the Sandusky Fire Department and Code Compliance Division for the period of January 1, 2020, through December 31, 2020; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Debi Eversole, Housing Development Specialist

ACCEPTING FIVE PARCELS FOR THE LAND REUTILIZATION PROGRAM

**Budgetary Information:** The cost of these acquisitions will be approximately \$380 to pay for the title exams and transfer fees. The city will not collect the approximately \$10,631 owed to the city in special assessments, nor will the taxing districts collect the approximately \$6,036 owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately \$4,070 per year.

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

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by John Storey, Economic Development Specialist

GRANT AGREEMENT WITH FAMILY HEALTH SERVICES, LLC

**Budgetary Information:** The city will be responsible for providing a total of \$65,000 in substantial development 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 \$65,000 through the substantial development grant program to Family Health Services, LLC, in relation to the property located at 1912 Hayes Avenue; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Angela Byington, Director of Planning

PROFESSIONAL SERVICES AGREEMENT WITH MKSK FOR PREPARATION OF THE DOWNTOWN OPPORTUNITY ZONE MASTER PLAN

**Budgetary Information:** The total not to exceed cost is \$108,000, and will be paid from the following funds: \$10,000 from the capital projects fund (mobility fund); \$73,000 from Issue 8 funds from the capital projects fund (planning and special projects); and \$25,000 from private donations. To date, the city has accepted: \$5,000 from Firelands Regional Medical Center; \$5,000 from Cedar Point Park; and \$5,000 from Civista Bank. A donation of \$10,000 from the Randolph J. and Estelle M. Dorn Foundation is being requested for acceptance as part of the February 24 City Manager’s report.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional services with MKSK of Columbus, Ohio, for the downtown Sandusky/Opportunity Zone Master Plan project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #3 – Submitted by Rick Wilcox, Fire Chief

TERMINATION OF EXISTING AGREEMENT AND AUTHORIZATION TO ENTER INTO NEW AGREEMENT WITH FIRELANDS REGIONAL MEDICAL CENTER TO RESTOCK AMBULANCE SUPPLIES

**Budgetary Information:** There is no budgetary impact.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing the termination of the existing ambulance restocking agreement with Firelands Regional Medical Center of Sandusky, Ohio; approving and authorizing the execution of a new ambulance restocking agreement for restocking city ambulances with supplies and pharmaceuticals; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 – Submitted by John Orzech, Police Chief

PURCHASE OF AN UNMARKED VEHICLE FROM NATIONAL AUTO FLEET GROUP FOR THE POLICE DEPARTMENT

**Budgetary Information:** The cost for the vehicle is \$32,917.47 which will be paid for with law enforcement trust funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring a 2011 Chevrolet Malibu as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase a 2020 Chevy Traverse from National Auto Fleet Group of Watsonville, California, for the Police Department; 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**

**DISPOSAL OF 2012 EVOQUA MIXER AND EMERGENCY PURCHASE OF ONE EVOQUA MIXER FROM BISSNUSS FOR BIG ISLAND WATER WORKS (APPROVED BY MOTION 2.10.20)**

**Budgetary Information:** The cost of \$21,956 for the new water champ mixer will be paid with water funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring an Evoqua Water Champ mixer as unnecessary and unfit for city use pursuant to Section 25 of the city charter; ratifying the emergency purchase of an Evoqua/Wallace & Tiernan Water Champ mixer for the Big Island Water Works plant and authorizing and directing the City Manager and/or Finance Director to expend funds to BissNuss, Inc. of Westlake, Ohio, in the amount of \$21,956; 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 24 at 8:30 p.m.

Tuesday, February 25 at 5 p.m.

Monday, March 2 at 8:30 p.m.

**Online:**

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

CONSOLIDATED PLAN ADVISORY COMMITTEE  
(CPAC)  
MEETING NOTICE  
CITY OF SANDUSKY  
February 13, 2020  
1:00 – 2:00 PM

Notice is hereby given that a Consolidated Plan Advisory Committee (CPAC) meeting will be held on **Thursday, February 13, 2020 at the City of Sandusky Fire Station – Training Room, 600 W. Market Street, Sandusky, Ohio from 1:00 PM until 2:00 PM**, concerning the City's FY2020 Community Development Block Grant (CDBG) Annual Action Plan.

The purpose of the meeting is to obtain the views of the CPAC, as well as citizens, in regard to the needs of the City and recommendations on CDBG expenditures. This meeting is open to the public.

Applications for the 2020 Community Development Block Grant funds will be available starting **Friday, February 14, 2020.**

For further information, contact the City of Sandusky, Planning Department, 240 Columbus Avenue, Sandusky, Ohio 44870. The telephone number is 419-627-5847 and e-mail is [ablanca@ci.sandusky.oh.us](mailto:ablanca@ci.sandusky.oh.us).

The City of Sandusky City Commission does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for this meeting, as provided for in the Americans with Disabilities Act, should contact the Commission Clerk at 419-627-5850.

Sandusky Register  
February 6, 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

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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):

see 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

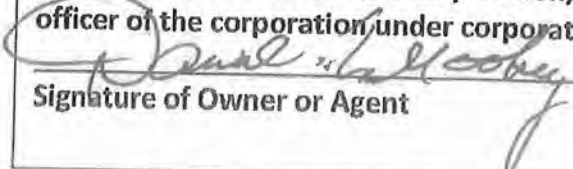
Parking Area Coverage (including driveways): 1720 (in sq. ft.)

Landscaped Area: 2204 (in sq. ft.)

Requested Zoning District Classification: Transient Rental Overlay

**APPLICATION AUTHORIZATION:**

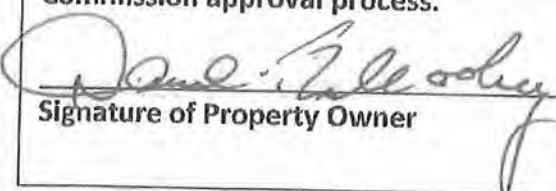
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

  
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:

56-00647.00

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.

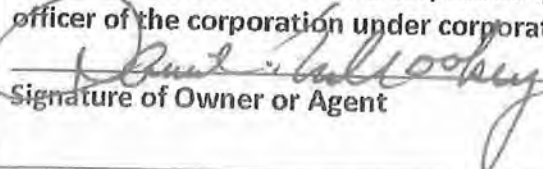
Landscaped Area: 2900 (in sq. ft.)

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 McGookay 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





# 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.)

MCCOKEY PROPERTIES LOT  
AT 633 E. WASHINGTON

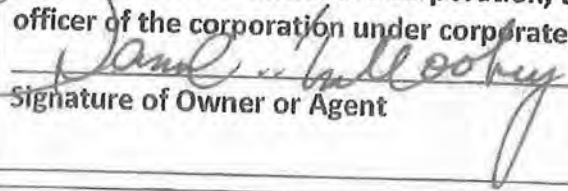
Requested Zoning District Classification: Transient Rental Overlay

\*

GARAGE ACCESS IS VIA EASEMENT OVER 633 E. WASHINGTON

**APPLICATION AUTHORIZATION:**

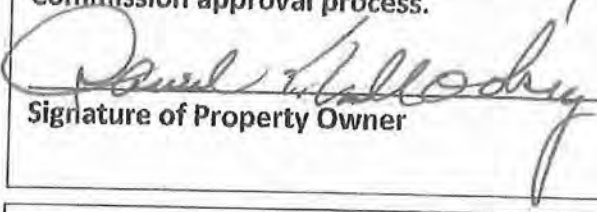
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

  
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.

  
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:**

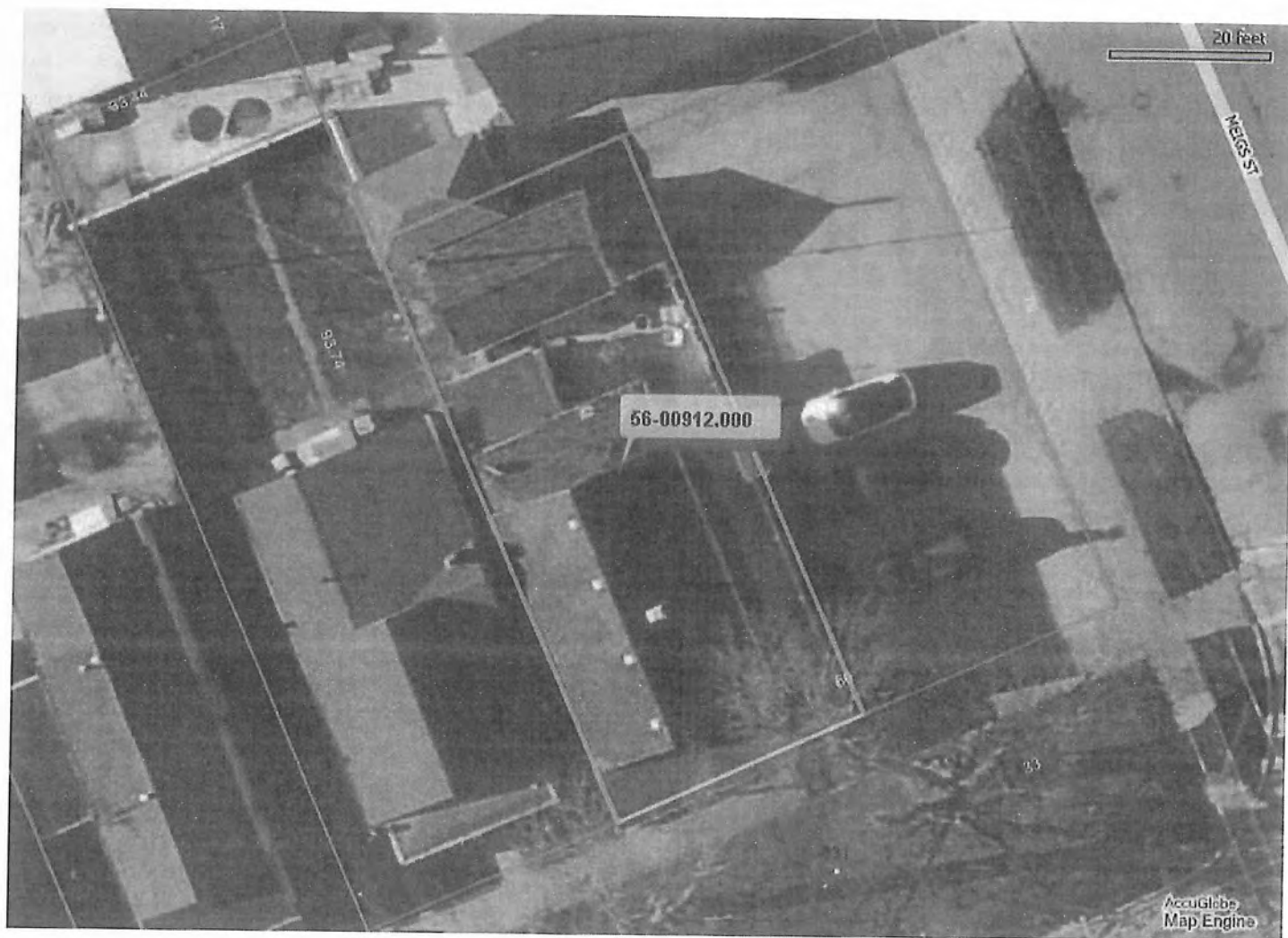
Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

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

**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;

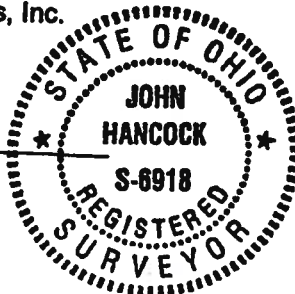
thence, N 68°02'47" E through lands of McGookey Properties, LLC, RN 201401261, a distance of 33.44 feet to the point of beginning for this description, containing 0.0732 acres (3186.49 square feet) of land, more or less, subject to easements of record.

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, P.S.

Date: 5/02/2016



file server/docs/164808/1646splitA

**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:**

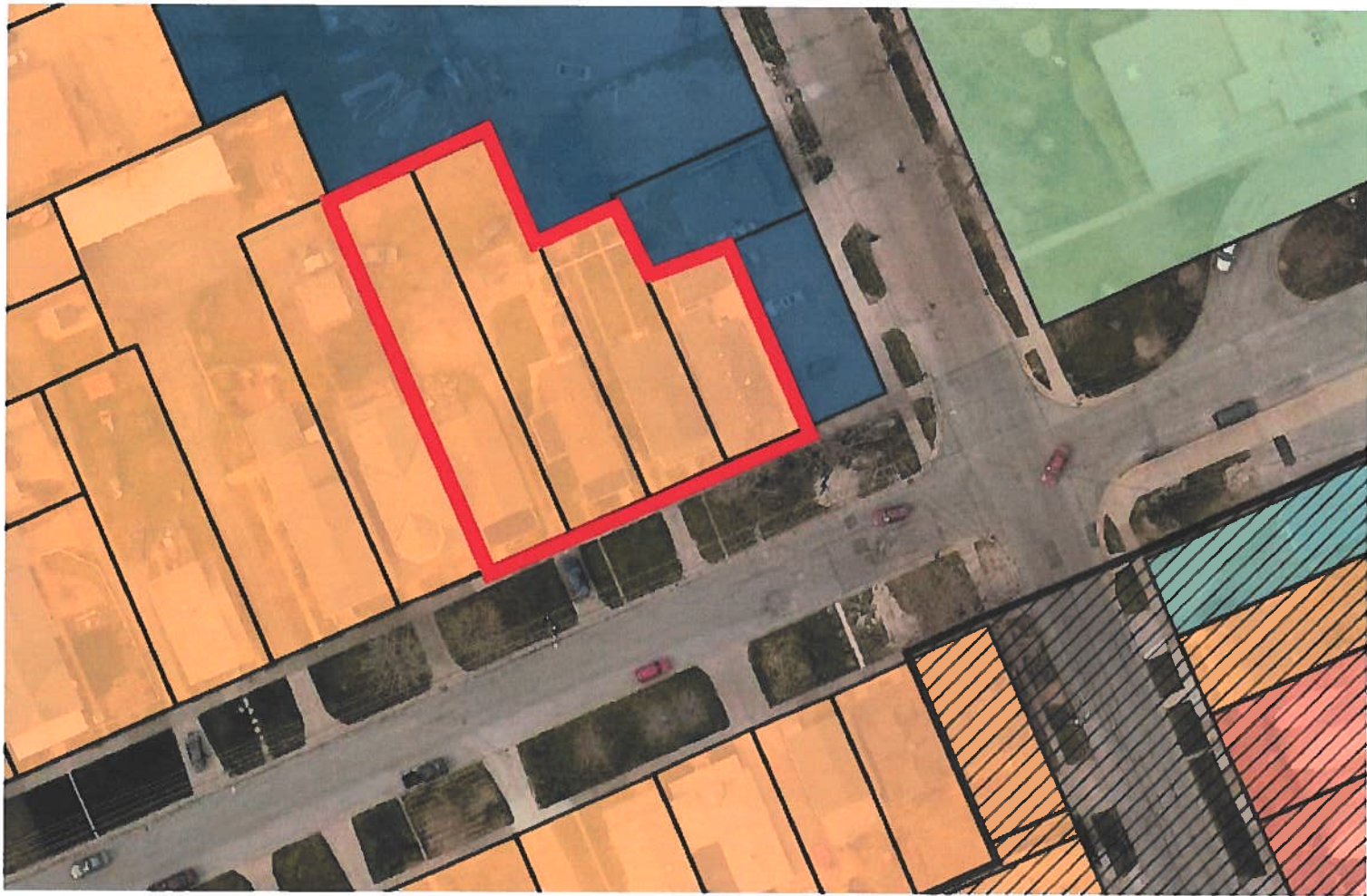
**Beginning at the Southwest Corner of Said Lot One (1); Thence Northerly on the Westerly line of said Lot One (1) Seventy-Six (76) feet; thence Easterly parallel with Washington Street, Thirty-Three (33) feet, thence Southerly, parallel with Meigs Street, Seventy-Six (76) feet; thence Westerly on the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

February 11, 2020

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase fourteen (14) sets of Morning Pride Tails Turnout Gear, Fire Coats and Fire Pants from Municipal Emergency Services, Inc. of Southbury, Connecticut, DBA Warren Fire Equipment through the State of Ohio's Cooperative Purchasing Program #800526 in an amount not to exceed **\$42,434.00**.

**BACKGROUND INFORMATION:** The need to replace fourteen (14) sets of firefighting protective clothing has been determined by the Fire Chief. The fourteen (14) sets of protective clothing that will be replaced will be used as their back up gear or their "B" set for an additional 5 years. NFPA requires turn out gear to be replaced and taken out of service after ten years. The Labor Agreement requires that the City of Sandusky provides and maintains protective clothing to be utilized by employee in the performance of their job duties.

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 of this expenditure is **\$42,434.00** with each set costing \$3031.00. This purchase will be paid with monies from the EMS Fund.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase fourteen (14) sets of Morning Pride Tails Turnout Gear at a total cost of **\$42,434.00** from Municipal Emergency Services, Inc. of Southbury, Connecticut, DBA Warren Fire Equipment. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter as the expiration date of most of the back-up gear is approaching the ten (10) year expiration.

Approved:

I concur with this recommendation:

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Rick Wilcox, Fire Chief

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Eric Wobser, City Manager

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



## Quote

6880 Tod Avenue SW  
Warren, OH 44481

Date 02/07/2020  
Quote # QT1335972  
Expires 03/08/2020  
Sales Rep Jesberger, Michael  
PO # Gear  
Shipping Method FedEx Ground  
Shipping Code (2)

**Bill To**  
SANDUSKY FIRE DEPARTMENT  
600 W MARKET STREET  
SANDUSKY OH 44870  
United States

**Ship To**  
SANDUSKY FIRE DEPARTMENT  
600 W MARKET ST  
SANDUSKY OH 44870  
United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales	Amount
HFRP Tail Coat			HFRP Tail Coat LTO 4173 Tail Black Spec ID: OHSAND00050	14	1,613.00	22,582.00
HFRP Tail Pant			HFRP Tail Pant LTO 4173 Pants Black OHSAND00051	14	1,418.00	19,852.00

**Subtotal** 42,434.00  
**Shipping Cost (FedEx Ground)** 0.00  
**Total** \$42,434.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1335972

## CERTIFICATE OF FUNDS

In the Matter of: Fire Department Turn Out Gear

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: 2/19/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 110-1310

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FOURTEEN (14) MORNING PRIDE TAILS TURNOUT GEAR, FIRE COAT AND PANT SETS THROUGH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES, COOPERATIVE PURCHASING PROGRAM FROM MUNICIPAL EMERGENCY SERVICES, INC. OF SOUTHBURY, CONNECTICUT, D.B.A. WARREN FIRE EQUIPMENT, FOR USE IN THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the need to replace fourteen (14) coat and pant sets of firefighting protective clothing has been determined by the Fire Chief and the fourteen (14) sets to be replaced will be used as back-up gear for an additional five (5) years; and

**WHEREAS**, the Labor Agreement requires the City of Sandusky to provide and maintain protective clothing to be utilized by employees in the performance of their job duties; and

**WHEREAS**, these fire coat and pant sets are available from Municipal Emergency Services, Inc. of Southbury, Connecticut, d.b.a. Warren Fire Equipment, through the State of Ohio Cooperative Purchasing Program thereby allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the cost for the Morning Pride Fire Tails Turnout Gear, Coat and Pant Set is \$3,031.00 for a total cost of \$42,434.00 for thirteen (13) sets 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 immediately as the ten (10) year replacement date on most of the back-up sets is approaching; and

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

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

Section 1. The City Manager is authorized and directed to purchase fourteen (14) Morning Pride Tails Turnout Gear, Fire Coat and Pant sets through

the State of Ohio, Department of Administrative Services, Cooperative Purchasing Program, Schedule #800526, from Municipal Emergency Services, Inc. of Southbury, Connecticut, d.b.a. Warren Fire Equipment, for use in the Fire Department at an amount **not to exceed** Forty Two Thousand Four Hundred Thirty Four and 00/100 Dollars (\$42,434.00).

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

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

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

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

ATTEST:

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

Passed: February 24, 2020

February 10, 2020

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation for the approval of the submission of a 2020-2021 Training and Equipment Grant application to the Ohio Emergency Medical Services Grants program through the Ohio Department of Public Safety.

**BACKGROUND INFORMATION:** The Sandusky Fire Department applies for this grant every year and is awarded different amounts each year. There is no focus area for this year's Ohio Emergency Medical Services Grant. The Grants Committee and the Emergency Medical Services Board will make all final decisions on award amount, topics of research, and relevance to Ohio Emergency Medical Services operations. Notification of awards will be mailed on July 1, 2020.

The funds if awarded will be used to purchase such items as updating our pediatric bags, airway supplies and equipment, diagnostics and monitoring, immobilization and extrication, I.V. therapy and supplies, resuscitation and oxygen administration, suction supplies and equipment, data reporting hardware or software, training and training equipment, also an array of small items needed at the time.

**BUDGETARY INFORMATION:** There is no budgetary impact. This grant if awarded is 100% funded by the Ohio Emergency Medical Services Grant through the Ohio Department of Public Safety. There is no matching of funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to allow for the approval of the submission of the grant application to the Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter as the deadline for submission of this grant is April 1, 2020.

Approved:

I concur with this recommendation:

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Rick Wilcox, Fire Chief

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Eric Wobser, City Manager

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

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

**A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE 2020-2021 OHIO EMERGENCY MEDICAL SERVICES (EMS) GRANT PROGRAM THROUGH THE DEPARTMENT OF PUBLIC SAFETY FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the purpose of the State Board of Emergency Medical, Fire, and Transportation Services Grant Program, administered by the Ohio Department of Public Safety, Division of Emergency Medical Services, is to improve and enhance EMS and trauma patient care in Ohio through the provision of grant funding for equipment, training, and research and the funding source for the grant program is fines levied in the State of Ohio for seat belt violations; and

**WHEREAS**, the EMS grant award year begins on July 1<sup>st</sup> and runs through June 30<sup>th</sup> and there are five types of EMS grants (Priorities 2 - 5) available and the amount awarded for each priority is determined by the State Board of Emergency Medical, Fire, and Transportation Services and by the amount of funds available during the award year; and

**WHEREAS**, the Sandusky Fire Department applies for this grant annually in which the priority distribution of available funds are defined by Section 4765.07 of the Ohio Revised Code; and

**WHEREAS**, the Sandusky Fire Department will use these funds, if awarded, for the purchase of items such as pediatric bags, airway supplies and equipment, diagnostics and monitoring, immobilization and extrication, I.V. therapy and supplies, resuscitation and oxygen administration, suction supplies and equipment, data reporting hardware or software, training and training equipment, and other small items needed; 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 submit the grant application for the 2020-2021 Ohio Emergency Medical Services grant program to the Ohio Department of Public Safety by the submission deadline of April 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 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 **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

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



Section 1. This City Commission hereby approves the submission of a grant application for the 2020-2021 Ohio Emergency Medical Services Grant Program through the Ohio Department of Public Safety for training and equipment for the Sandusky Fire Department and authorizes and directs the City Manager to lawfully expend funds consistent with the application and execute any grant agreements should they be awarded.

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

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

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

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

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

Passed: February 24, 2020

February 10, 2020

MEMORANDUM

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847.

**BACKGROUND INFORMATION:** Emergency Medical Service billing is performed by Beacon Medical Billing of Vermilion, Ohio. Beacon Medical Billing formerly, PCSO Inc. no longer pursues delinquent accounts for collections and subsequent to a request for proposal (RFP) process in 2012, the City entered into an agreement with State Collection and Recovery Services, LLC, (SCRS) for debt collection services for the Fire Department. In 2016 the City issued a RFP for collection services for the Fire Department EMS billing and included Code Compliance administrative penalties and rental registration fees. SCRS was the only responsive proposer and an agreement was entered into on January 3, 2017.

The services performed in addition to delinquent EMS bills is also used for the collection of current and future past due administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges for Code Compliance.

The agreement expired December 31, 2019, however the city has continued to use State Collection and Recovery Services and desires to enter into a new agreement with SCRS for the period of January 1, 2020, through December 31, 2020, to formally document the services being provided.

**BUDGETARY INFORMATION:** The contract will **not** negatively impact the City's Budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Compliance administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges. This legislation if passed will generate revenue.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to enter into a contract with State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847. In order to continue the recovery of monies owed to the City of Sandusky for EMS services and funds owed to the City of Code Compliance administrative penalties and rental registration fees we ask that this request be passed in full accordance with Section 14 of the City Charter.

Approved:

I concur with this recommendation:

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Rick Wilcox, Fire Chief

---

Eric Wobser, City Manager

CC: Trevor Hayberger, Law Director  
John Orzech, Assistant City Manager  
Michelle Reeder, Finance Director  
Matt Lasko, Chief Development Officer  
Amanda McClain, Housing Manager  
Kelly Kresser, Commission Clerk

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STATE COLLECTION AND RECOVERY SERVICES, LLC, OF MONROEVILLE, OHIO, FOR DEBT COLLECTION SERVICES FOR THE SANDUSKY FIRE DEPARTMENT AND CODE COMPLIANCE DIVISION FOR THE PERIOD OF JANUARY 1, 2020, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Emergency Medical Service (EMS) billing is performed by Beacon Medical Billing (formerly Professional Collection Services of Ohio, Inc. [PCSO]), of Vermilion, Ohio, who discontinued services to pursue delinquent accounts for collection in 2012; and

**WHEREAS**, subsequent to a Request for Proposals (RFP) process in 2012, the City Commission authorized an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio, for Debt Recovery Services for the Fire Department; and

**WHEREAS**, in October of 2016, the City again issued a RFP for collection services for the Fire Department EMS billing and also included collection services for Code Compliance administrative penalties and rental registration fees; and

**WHEREAS**, State Collection and Recovery Services, LLC, of Monroeville, Ohio, was the only responsive proposer and agreements have been entered into with State Collection and Recovery Services, LLC for calendar years 2017, 2018, and 2019; and

**WHEREAS**, the agreement expired on December 31, 2019, however, State Collection and Recovery Services, LLC, has continued to provide these collection services and the City desires to enter into a new Debt Recovery Services Agreement for the period of January 1, 2020, through December 31, 2020, to formally document the services being provided; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue the recovery of funds owed to the City for EMS services and Code Compliance Division administrative penalties and rental registration fees and to execute the new agreement as the commencing date began January 1, 2020; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio, for debt collection services for the Sandusky Fire Department and Code Compliance Division, for the period of January 1, 2020, through December 31, 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. 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 24, 2020



## **DEBT RECOVERY SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between: State Collection and Recovery Services, LLC (SCRS) (Contractor) whose registered office is at 136 North Ridge Street, Suite B, Monroeville, Ohio, 44847 and the City of Sandusky (Client).

Whereas, the Client, City of Sandusky issued a Request for Proposals (RFP), dated October 18, 2016, for debt collection services for the Sandusky Fire Department and Code Compliance Division, and

Whereas, the Contractor, State Collections and Recovery Services, LLC submitted a proposal on or about November 11, 2016, in response to the RFP and they were the only responsive proposer, and

Whereas, the Client, City of Sandusky, and Contractor, SCRS, previously entered into Debt Recovery Services Agreements for collection services for the calendar years of 2017, 2018, and 2019, and

Whereas, although the agreement expired on December 31, 2019, the Contractor, SCRS, has continued to provide these services and the Contractor, SCRS, and the Client, City of Sandusky, desires to formally document the services being provided and enter into another agreement for the period of January 1, 2020, through December 31, 2020;

Now, therefore in consideration of the covenants set forth below, and intending to be legally bound, the City of Sandusky (Client) and SCRS (Contractor) agree as follows:

### **RECITALS:**

- (A) Contractor is an independent contractor, not an employee of Client, and operates the business of providing debt collection and recovery services. Nothing in this agreement shall be construed to create any partnership, joint venture, or joint enterprise between Client and Contractor.

- (B) The Client is owed money ("the Debt") for the supply of services to certain persons or companies ("the Debtor") and shall provide full details of the Debt and the Debtor to Contractor.
- (C) The Client shall instruct Contractor to recover the Debt and Contractor agrees to act on the behalf of the Client to recover the Debt from the Debtor on the terms and conditions of this Agreement.

## **1.0 OBLIGATIONS OF CONTRACTOR**

- 1.1 Contractor hereby accepts the Client's instructions to act on the Client's behalf in the recovery of the Debt from the Debtor.
- 1.2 Contractor shall use all reasonable means to recover the Debt on behalf of the Client and shall, if and when necessary in the discretion of Contractor, instruct a firm of Solicitors to act on behalf of the Client in this respect. Additionally, the Contractor and its agents and employees shall comply with all local, State, and Federal laws, including but not limited to the Federal Fair Debt Collection Practices Act, in any attempts to collect any debts pursuant to this agreement.
- 1.3 Contractor shall keep Client informed on a regular basis of its progress by providing monthly reports pertaining to collection activity as determined necessary by the Client.
- 1.4 Contractor agrees to indemnify and hold harmless Client, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages arising from or allegedly arising from or related to the provision of services by Contractor.
- 1.5 The Contractor agrees to the Scope of Work as stated in pages 5 and 6 of the Request for Proposals issued on October 18, 2016 which is attached and incorporated herein as Exhibit A.

## **2.0 OBLIGATIONS OF THE CLIENT**

- 2.1 The Client shall provide Contractor with full information and copies of all relevant documentation (such as agreements, invoices, statement of account, etc.) regarding the Debtor, the Debt and any services provided by

the Client to the Debtor and shall provide all reasonable assistance to Contractor and/or the solicitor instructed under section 1.2 may require to collect the Debt.

- 2.2 The Client authorizes and instructs Contractor to endorse for deposit in the Client's name and on their behalf, such moneys, checks or drafts paid by the Debtor as to settlement of the Debt.
- 2.3 When the Client directs Contractor to forward any account to a Solicitor for collection, Contractor is authorized and directed to tender the account to the Solicitor as a convenience to the Client subject to the Client's control.
- 2.4 The Client shall authorize and direct the Solicitor, for the duration of the agreement, to pay all money recovered from the Debtor to Contractor.
- 2.5 The Client shall pay the following fees to Contractor for acting on its behalf in the recovery of the Debt:
  - 2.5.1 A fee equal to **25%** of all money paid or recovered from the Debtor in respect of the Debt during the term of the agreement for any standard collection prior to the issue of any legal proceedings for recovery of Debt;
  - 2.5.2 A fee equal to **40%** of all money paid by or recovered from The Debtor in respect of the Debt during the term of this agreement as a result of skip tracing/mail return;
  - 2.5.3 A fee equal to **50%** of all money paid or recovered from the Debtor in respect of the Debt during the term of this agreement for the funds collected as a result of second placement;
  - 2.5.4 A fee equal to **40%** of all money paid or recovered where the client has directed to be sent to a Solicitor or court ordered fees and interest that may be received.
- 2.6 The Client authorizes Contractor to deduct and withhold from money paid by or recovered from the Debtor in respect to Debt an amount equal to the fees set out in section 2.5.

- 2.7 The Client shall advise Contractor of any amount of money paid directly to the Client by the Debtor within two working days of receipt of such sum and the Client acknowledges that the fees set out in section 2.5 shall apply to such sum as they would apply had such sum been paid to Contractor.
- 2.8 The Client authorizes Contractor to report any of the accounts listed for collection with Contractor to the credit bureau.
- 2.9 The Client authorizes Contractor to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with Contractor.

Upon receipt of a notice of bankruptcy, other than the filing of a proof of claim when appropriate, no further statements or bills are to be sent to the bankrupt patient.

### **3.0 DURATION AND TERMINATION**

- 3.1 This agreement shall commence on 8:00 am January 1, 2020 and remain in effect until midnight, December 31, 2020.
- 3.2 Either party may terminate this agreement without cause and without liability upon sixty (60) days advance written notice to the other party.
- 3.3 The Client may terminate the agreement if Contractor commits a material breach of this agreement and shall fail to remedy such breach within fourteen (14) days of the Client giving Contractor written notice specifying the material breach.
- 3.4 Any termination shall not relieve Contractor of any liability to the Client for damages sustained by virtue of a material breach by Contractor. In the event of termination, the Client shall be under no further monetary obligation to Contractor. Contractor shall be paid compensation for services performed to date of termination.
- 3.5 In the event of termination or expiration of this agreement Contractor shall, in good faith, assist Client in transferring the accounts and information that are the subject of the debt recovery services provided by Contractor pursuant to this agreement.

#### **4.0      NOTICES**

Whenever either party desires or is required to give notice to the other, it shall be given by written notice sent by certified United States mail, return receipt requested, address to the other party. The parties designate the following as the respective places for providing notice:

For the Client:

City of Sandusky Fire  
Department  
c/o Fire Chief  
600 W. Market Street  
Sandusky, OH 44870

City of Sandusky Housing Manager  
c/o Amanda McClain  
240 Columbus Avenue  
Sandusky, Ohio 44870

For the Contractor:

State Collection & Recovery  
Services, LLC  
c/o Office Manager  
136 North Ridge Street Suite B  
Monroeville, OH 44847

#### **5.0      GENERAL PROVISIONS**

This agreement sets forth the entire agreement between the parties with respect to the subject matter of this agreement. No waiver or modification of any of the terms or conditions of this agreement shall be effective unless in writing signed by both parties. Should any of the provisions of this agreement be held to be void or invalid the remaining provisions of this agreement shall not be affected.

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

The headings of this agreement are for ease of reference only and are not intended to limit or restrict the terms.

This agreement is binding upon the heirs, legal representatives, successors and assigns of the parties.



This agreement may not be assigned by Contractor in whole or in part without the expressed written consent of Client.

In providing all the services pursuant to this agreement Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of such services including those now in effect and hereafter adopted.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date(s) set forth below.

CLIENT: City of Sandusky

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

\_\_\_\_\_  
(date)

CONTRACTOR: State Collections and Recovery Services, LLC.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name & title)

Approved as to Form:

\_\_\_\_\_  
Trevor Hayberger #0075112  
Law Director  
City of Sandusky

**REQUEST FOR PROPOSALS**  
**For Collection Agency Services for the Sandusky Fire**  
**Department**

January 1, 2017 to December 31, 2017

Issued by:  
The City of Sandusky, Ohio

Issued:  
October 18, 2016

**Contact Person:**  
**Dave Degnan - Fire Chief**  
**Sandusky Fire Department**  
**600 West Market Street**  
**Sandusky, OH 44870**  
**Phone: (419) 627-5822**  
**Fax: (419) 627-5820**  
**email: ddegnan@ci.sandusky.oh.us**

**Proposals Due:**

November 15, 2016 at 2:00 p.m.

*The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky*

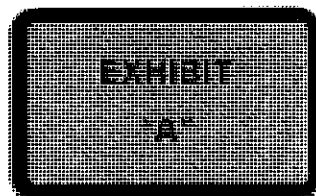


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## **SECTION I. NOTICE TO PROPOSERS**

### **LEGAL NOTICE** **REQUEST FOR PROPOSALS**

The City of Sandusky is requesting Proposals for Collection Agency Services for Sandusky Fire Department Emergency Medical Service Billing and Sandusky Division of Code Enforcement Administrative Penalties and Rental Registration Fees.

The term of the contract for this service shall begin on January 1, 2017 and conclude December 31, 2017. Proposal packages shall be submitted with one original in sealed envelope labeled "City of Sandusky Collection Agency Services – Sandusky Fire Department".

The Request for Proposals (RFP) will be available for pick up in the City of Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870.

Sealed Proposals will be received by the City of Sandusky, in the City of Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870, until November 15, 2016 at 2:00 p.m.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

Approved for publication

CITY OF SANDUSKY, OHIO  
By: Dave Degnan – Fire Chief

ADV: October 21, 2016  
October 28, 2016

## **SECTION II. INSTRUCTION TO PROPOSER**

This Request for Proposals is being issued by the City of Sandusky. Primary contact for all communications regarding the Request for Proposals shall be directed to Dave Degnan – Fire Chief (419) 627-5822.

Request for Proposals will be published as a legal notice in the Sandusky Register and shall be available for pick up in the Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky Ohio, no later than October 21, 2016.

Sealed Proposals will be received by the City of Sandusky, in the Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870, until November 15, 2016 at 2:00 p.m.

Proposer bears total responsibility for ensuring their Proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposers shall comply with each and every requirement of this RFP to be considered responsive.

A selection committee will review and analyze each Proposal.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

## **SECTION III. SCOPE OF SERVICES AND SPECIFICATIONS.**

### **Contract Term**

The effective date of the Contract shall begin at 8:00 a.m. January 1, 2017 and conclude at 12:00 midnight December 31, 2017.

### **Management and Operations**

The successful bidder shall be encouraged to recommend changes and improvements in the scope and manner of operations set forth in the specifications. The implementation of any proposed changes or variations shall not become effective until after the contract has been negotiated and approved by the Sandusky City Commission.

### **Background Check**



The successful proposer shall be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history.

## **Scope of Work**

### **Fire Department**

The City of Sandusky Fire Department, on an annual basis, generates approximately 5,000 Emergency Medical Service (EMS) billing invoices with an approximate dollar value of \$1,500,000. Of this total billing, 637 ambulance bills and \$123,544.22 is assigned as bad debt annually at an average of 90 day delinquency. The successful bidder shall be involved in the collection of delinquent EMS billing.

### **Division of Code Enforcement**

Pursuant to the Environmental Health Housing Code of the City of Sandusky, all rental units within the City limits must be registered with the Division of Code Enforcement and pay an annual rental registration fee of \$100 for the first rental unit and \$35 per each additional rental unit owned. The Division of Code Enforcement currently has 6,912 registered rental units and has collected a total of \$264,575 in rental registration fees for the 2016 calendar year. There are approximately 535 unregistered rental units with an outstanding balance of \$52,880.00 in uncollected registration fees for the 2016 calendar year. For calendar years 2012-2015 when the registration fees were much lower, there is an outstanding balance of \$20,595 in uncollected rental registration fees.

There are currently 180 properties that are in violation of the Environmental Health Housing Code. The properties in violation are assessed administrative penalties on a 3 tier basis. If the violations are not corrected in the time provided by the Code Enforcement Officer, an administrative penalty is assessed to the owner or occupant up to \$100. At the second inspection, if the violations are not abated, an administrative penalty is assessed up to \$500. At the third inspection, if the violations are not abated, an administrative penalty is assessed up to \$1,000 and the owner or occupant are subject to criminal charges. Since 2006, the Division of Code Enforcement has administered 1, 611 administrative penalties amounting to approximately \$275,231.77. Of that amount, 993 of the penalties issued in the amount of \$139,912.21 have been collected. There are currently 647 invoices outstanding with a balance of \$139,892.36 that the Division has not been able to collect.

Beginning in 2017, a rental unit semi-annual mandatory inspection program will be implemented that shall require the property owner to pay an inspection fee per rental unit as follows:

1. A fee of \$125.00 for a premises with one rental unit;
2. A fee of \$175.00 for a premises with two rental units;
3. A fee of \$225.00 for a premises with three rental units;
4. A fee of \$250.00 for a premises with four rental units; and
5. A fee of \$265.00 for the first rental unit on a premises with five or more rental units, and a fee of \$15.00 per rental unit for each additional rental unit on the premises.
6. A re-inspection fee of \$50.00, per rental unit, subsequent to the first two inspections semi-annually.

Nuisance abatement charges are usually certified to the real estate taxes except in instances when the property is sold and the title has transferred to the new owner in

between billing and certification. Before the 2016 calendar year, these charges were normally written off. There is currently an outstanding balance of \$8,708.00 in uncertified nuisance abatement charges.

The successful bidder will be responsible for the collection of current and future past due administrative penalties, rental registration fees, semi-annual mandatory inspection fees and re-inspection fees, and uncertified nuisance abatement charges for the Division of Code Enforcement.

#### **City of Sandusky Obligations**

- The City of Sandusky shall be responsible for providing electronic documents sufficient in detail to the successful proposer to execute the scope of work.
- The City of Sandusky shall provide communication and guidance as necessary to the successful proposer for the purpose of processing and closing delinquent accounts.

#### **Obligations of the Proposer**

1. The successful bidder must operate in accordance with the ethical collection practices and obey all laws, including the Federal Fair Debt Collection Practices Act.
2. Insurance Requirements: The successful proposer shall maintain in force, during the full term of the contract, insurance as follows:
  - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's
  - b. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the city as loss payee as its interests may appear.
2. Remittance and Reporting Requirements:
  - a. The successful proposer shall be required to provide to the City of Sandusky regular monthly remittances and statements no later than thirty (30) days following the month of collection.

#### **SECTION IV. PROPOSAL SUBMITTAL AND FORMAT**

The Request for Proposals (RFP) will be available for pick up in the City of Sandusky Fire Department Administrative Assistants' Office 600 West Market Street, Sandusky, Ohio 44870.

Sealed Proposals will be received by the City of Sandusky, in the City of Sandusky Fire Department Administrative Assistant's Office located at 600 W. Market Street Sandusky,

Ohio 44870", until November 15, 2016 at 2:00 p.m. when all proposals will be opened and made public. The public opening is for informational purposes only and is not to be construed as an acceptance or rejection of any proposal. Proposals submitted will be evaluated as indicated in Section VI. No proposal shall be considered if it arrives after the time set for opening as determined by the employee of the City designated to open the proposals.

The City of Sandusky reserves the right to reject any or all proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposer shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

#### **Interpretation**

If any Proposer finds any perceived ambiguity, conflict, error, omission or discrepancy between any of the documents contained in this Request for Proposals, the Proposer shall submit a written request no later than seven (7) days prior to November 15, 2016, at 2:00 p.m.

Requests should be directed to:

Dave Degnan – Fire Chief  
Sandusky Fire Department  
600 West Market Street  
Sandusky, OH 44870  
Phone: (419) 627-5822  
Fax: (419) 627-5820  
email: ddegnan@ci.sandusky.oh.us

If the City determines an interpretation or clarification is warranted, the City shall issue an addendum and provide a copy to each proposer of record.

Any interpretation or clarification of the documents contained in this Request for Proposals made by any person other than the City, or in any manner other than a written addendum, shall not be binding and the Proposer shall not rely upon any such interpretation or clarification.

If any addendum is issued within 96 hours prior to the published time for the opening of the Request for Proposals, excluding Saturdays, Sundays and legal Holidays, the opening of the Request for Proposals shall automatically be extended 1 week, with no further advertising required.

The Proposer shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

## **V. PROPOSAL EVALUATION CRITERIA**

A Selection Committee intends to review the proposals received by the City. The City reserves the right to make such follow-up requests for additional and supplemental information as the City determines necessary and intends to select one or more Proposers for the purposes of preliminary negotiations. The City intends that such preliminary negotiations will be focused on the ability of the City and any such Proposer to negotiate a mutually satisfactory form of contract for the management of collection services. If a proposed final form of a contract is negotiated it would then be submitted to the Sandusky City Commission for its approval.

Based upon the City's review of the information contained in the proposals and such additional and supplemental information as the City may request, the City intends to select one Proposer for the purpose of entering into preliminary negotiations. Based upon such preliminary negotiations, the City intends to select a Proposer to negotiate a mutually satisfactory form of contract. Such Proposer selections will be based on the City's sole determination which will include consideration of but not be limited to the following criteria:

- (A) Quality of the proposal and its consistency with carrying out the City's objectives.
- (B) Qualifications and experience of the Proposer, its team and its experience with comparable operations.
- (C) Proposer's financial capacity.
- (D) The projected economic viability of the proposal.
- (E) The Proposer's experience in similar operations and management and in working with local government.
- (F) Benefits of the proposal to the City of Sandusky.
- (G) Ability of the City to negotiate a mutually satisfactory contract with the Proposer.
- (H) Such other factors as the City deems relevant.

This Request for Proposals by the City does not constitute an offer by the City and, likewise, proposals made by interested Proposers to the City are not acceptances. After negotiation of a mutually satisfactory final form of contract between the City and a Proposer, approval of such contract by the City Commission of the City of Sandusky and full execution thereof the parties will then be legally bound in accordance with the terms and provisions of the contract. Selection of one or more Proposers for the purpose of entering into preliminary negotiations does not obligate the City to enter into a contract.

Any costs incurred by interested Proposers in preparing responses to the City's Request for Proposals and in carrying out negotiations with the City are the sole responsibility of the Proposer and not the City.

The City reserves the right to request such additional and supplemental information from interested Proposers as the City believes is necessary and appropriate to accomplish the City's objectives.

In addition to the information requested by the City in Section VII, the City also requests completion of the Proposer Questionnaire attached to this Request for Proposals.

The City of Sandusky reserves the right to reject, in whole or in part, any and all proposals where the City in its sole discretion, taking into consideration the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

**SECTION VI. KEY ELEMENTS OF A PROPOSER'S PROPOSAL CONCERNING  
QUALIFICATIONS AND EXPERIENCE TO BE FURNISHED TO THE CITY**

- (A) An interested Proposer should supply the necessary materials and narrative as is useful to describe the proposed management and operation.
- (B) The City requests that interested Proposers provide information to the City concerning the Proposer, its qualifications and experience, references (including names and telephone numbers), and experience in comparable projects. Information is also requested concerning the Proposer's management team and proposed manager of that team and the principals of the Proposer including background and biographical. The City requests that Proposers responding to this RFP shall also complete the attached Proposer's questionnaire.
- (C) The City requests information from each interested Proposer concerning the Proposer's financial capacity including the most recent financial statements for the Proposer.
- (D) The City will seek to maintain confidentiality among each interested Proposer with respect to the information received from each interested Proposer. As in the case with other Ohio cities, the City is subject to Ohio's Public Records Law. Accordingly each interested Proposer should operate under the assumption that written information provided to the City will be a public record available for inspection upon request by members of the general public.



# **City of Sandusky**

## **QUESTIONNAIRE**

### **EXECUTIVE SUMMARY**

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?
4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?

---

### **CONTRACTORS CAPABILITIES**

5. A statement of your firm's background and experience in providing collection services to both governmental organizations and the private sector. Be very specific about relevant Ohio office experience in collection services.
6. Include a listing of governmental agencies in Ohio that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. Include a listing of other private sector businesses in Ohio that your firm has provided services to over the last five years. Indicate each organization's, name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.

### **WORK PLAN AND STAFFING**

8. How many collectors do you currently employ? Will additional collectors be needed to process additional work from the Sandusky Fire Department?

9. If additional collectors are needed, provide a description of the training for collectors including initial training program and any ongoing training/monitoring.
  10. Description of collector compensation and incentive programs.
  11. Please specify your office/collection hours. Are Saturdays and nights available?
  12. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
  13. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
  14. Description of the procedures for legal accounts and any parameters for these accounts, such as minimum balance for suit, etc. If fees differ for legal accounts, detail when the increase takes place (at in-house legal, when sent to attorney, when suit filed, etc.).
  15. Policy or procedure on complaint handling.
  16. Samples of all form/correspondence to be used for collection.
- 

#### **AUTOMATION**

17. Are the collectors automated? If so, what type of system is utilized?
18. Description of automated abilities to handle accounts from placement procedures to remittance.
19. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or AutoPay? What requirements and procedures are in place to ensure minimal adverse action after payment is received?

#### **MISCELLANEOUS INFORMATION**

20. Copy of latest annual report or financial statements.
21. Do you have a formal policy on equal opportunity?
22. If applicable, details regarding specific small business, minority-owned, or disadvantaged.

## PROPOSED FEES

The City of Sandusky intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request. Fee information is to include the following:

- The basis of the fee (such as flat fee per account assigned, percentage of revenue collect and so forth).
- The fee for each of the major categories listed in Scope of Work.
- The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.
- The fee for any accounts referred by the Agency for legal action to their in-house or to an attorney the Agency contracts with for legal services.

## CERTIFICATION

The undersigned hereby certifies that the Proposer's Questionnaire and any attached explanatory information is true and correct to the best of my (our) knowledge and belief.

Proposer:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## **DEBT RECOVERY SERVICES AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2020, between: State Collection and Recovery Services, LLC (SCRS) (Contractor) whose registered office is at 136 North Ridge Street, Suite B, Monroeville, Ohio, 44847 and the City of Sandusky (Client).

Whereas, the Client, City of Sandusky issued a Request for Proposals (RFP), dated October 18, 2016, for debt collection services for the Sandusky Fire Department and Code Compliance Division, and

Whereas, the Contractor, State Collections and Recovery Services, LLC submitted a proposal on or about November 11, 2016, in response to the RFP and they were the only responsive proposer, and

Whereas, the Client, City of Sandusky, and Contractor, SCRS, previously entered into Debt Recovery Services Agreements for collection services for the calendar years of 2017, 2018, and 2019, and

Whereas, although the agreement expired on December 31, 2019, the Contractor, SCRS, has continued to provide these services and the Contractor, SCRS, and the Client, City of Sandusky, desires to formally document the services being provided and enter into another agreement for the period of January 1, 2020, through December 31, 2020;

Now, therefore in consideration of the covenants set forth below, and intending to be legally bound, the City of Sandusky (Client) and SCRS (Contractor) agree as follows:

### **RECITALS:**

- (A) Contractor is an independent contractor, not an employee of Client, and operates the business of providing debt collection and recovery services. Nothing in this agreement shall be construed to create any partnership, joint venture, or joint enterprise between Client and Contractor.

- (B) The Client is owed money ("the Debt") for the supply of services to certain persons or companies ("the Debtor") and shall provide full details of the Debt and the Debtor to Contractor.
- (C) The Client shall instruct Contractor to recover the Debt and Contractor agrees to act on the behalf of the Client to recover the Debt from the Debtor on the terms and conditions of this Agreement.

## **1.0 OBLIGATIONS OF CONTRACTOR**

- 1.1 Contractor hereby accepts the Client's instructions to act on the Client's behalf in the recovery of the Debt from the Debtor.
- 1.2 Contractor shall use all reasonable means to recover the Debt on behalf of the Client and shall, if and when necessary in the discretion of Contractor, instruct a firm of Solicitors to act on behalf of the Client in this respect. Additionally, the Contractor and its agents and employees shall comply with all local, State, and Federal laws, including but not limited to the Federal Fair Debt Collection Practices Act, in any attempts to collect any debts pursuant to this agreement.
- 1.3 Contractor shall keep Client informed on a regular basis of its progress by providing monthly reports pertaining to collection activity as determined necessary by the Client.
- 1.4 Contractor agrees to indemnify and hold harmless Client, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages arising from or allegedly arising from or related to the provision of services by Contractor.
- 1.5 The Contractor agrees to the Scope of Work as stated in pages 5 and 6 of the Request for Proposals issued on October 18, 2016 which is attached and incorporated herein as Exhibit A.

## **2.0 OBLIGATIONS OF THE CLIENT**

- 2.1 The Client shall provide Contractor with full information and copies of all relevant documentation (such as agreements, invoices, statement of account, etc.) regarding the Debtor, the Debt and any services provided by



the Client to the Debtor and shall provide all reasonable assistance to Contractor and/or the solicitor instructed under section 1.2 may require to collect the Debt.

- 2.2 The Client authorizes and instructs Contractor to endorse for deposit in the Client's name and on their behalf, such moneys, checks or drafts paid by the Debtor as to settlement of the Debt.
- 2.3 When the Client directs Contractor to forward any account to a Solicitor for collection, Contractor is authorized and directed to tender the account to the Solicitor as a convenience to the Client subject to the Client's control.
- 2.4 The Client shall authorize and direct the Solicitor, for the duration of the agreement, to pay all money recovered from the Debtor to Contractor.
- 2.5 The Client shall pay the following fees to Contractor for acting on its behalf in the recovery of the Debt:
  - 2.5.1 A fee equal to **25%** of all money paid or recovered from the Debtor in respect of the Debt during the term of the agreement for any standard collection prior to the issue of any legal proceedings for recovery of Debt;
  - 2.5.2 A fee equal to **40%** of all money paid by or recovered from The Debtor in respect of the Debt during the term of this agreement as a result of skip tracing/mail return;
  - 2.5.3 A fee equal to **50%** of all money paid or recovered from the Debtor in respect of the Debt during the term of this agreement for the funds collected as a result of second placement;
  - 2.5.4 A fee equal to **40%** of all money paid or recovered where the client has directed to be sent to a Solicitor or court ordered fees and interest that may be received.
- 2.6 The Client authorizes Contractor to deduct and withhold from money paid by or recovered from the Debtor in respect to Debt an amount equal to the fees set out in section 2.5.

- 2.7 The Client shall advise Contractor of any amount of money paid directly to the Client by the Debtor within two working days of receipt of such sum and the Client acknowledges that the fees set out in section 2.5 shall apply to such sum as they would apply had such sum been paid to Contractor.
- 2.8 The Client authorizes Contractor to report any of the accounts listed for collection with Contractor to the credit bureau.
- 2.9 The Client authorizes Contractor to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with Contractor.

Upon receipt of a notice of bankruptcy, other than the filing of a proof of claim when appropriate, no further statements or bills are to be sent to the bankrupt patient.

### **3.0 DURATION AND TERMINATION**

- 3.1 This agreement shall commence on 8:00 am January 1, 2020 and remain in effect until midnight, December 31, 2020.
- 3.2 Either party may terminate this agreement without cause and without liability upon sixty (60) days advance written notice to the other party.
- 3.3 The Client may terminate the agreement if Contractor commits a material breach of this agreement and shall fail to remedy such breach within fourteen (14) days of the Client giving Contractor written notice specifying the material breach.
- 3.4 Any termination shall not relieve Contractor of any liability to the Client for damages sustained by virtue of a material breach by Contractor. In the event of termination, the Client shall be under no further monetary obligation to Contractor. Contractor shall be paid compensation for services performed to date of termination.
- 3.5 In the event of termination or expiration of this agreement Contractor shall, in good faith, assist Client in transferring the accounts and information that are the subject of the debt recovery services provided by Contractor pursuant to this agreement.

#### **4.0        NOTICES**

Whenever either party desires or is required to give notice to the other, it shall be given by written notice sent by certified United States mail, return receipt requested, address to the other party. The parties designate the following as the respective places for providing notice:

For the Client:

City of Sandusky Fire  
Department  
c/o Fire Chief  
600 W. Market Street  
Sandusky, OH 44870

For the Contractor:

State Collection & Recovery  
Services, LLC  
c/o Office Manager  
136 North Ridge Street Suite B  
Monroeville, OH 44847

City of Sandusky Housing Manager  
c/o Amanda McClain  
240 Columbus Avenue  
Sandusky, Ohio 44870

#### **5.0        GENERAL PROVISIONS**

This agreement sets forth the entire agreement between the parties with respect to the subject matter of this agreement. No waiver or modification of any of the terms or conditions of this agreement shall be effective unless in writing signed by both parties. Should any of the provisions of this agreement be held to be void or invalid the remaining provisions of this agreement shall not be affected.

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

The headings of this agreement are for ease of reference only and are not intended to limit or restrict the terms.

This agreement is binding upon the heirs, legal representatives, successors and assigns of the parties.

This agreement may not be assigned by Contractor in whole or in part without the expressed written consent of Client.

In providing all the services pursuant to this agreement Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of such services including those now in effect and hereafter adopted.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date(s) set forth below.

CLIENT: City of Sandusky

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

\_\_\_\_\_  
(date)

CONTRACTOR: State Collections and Recovery Services, LLC.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(printed name & title)

Approved as to Form:

\_\_\_\_\_  
Trevor Hayberger #0075112  
Law Director  
City of Sandusky



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5832  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

TO: Eric Wobser, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: February 11, 2020

RE: City Commission Agenda Item

**ITEMS FOR CONSIDERATION:** Legislation requesting approval to accept five (5) parcels of nonproductive land situated within the City of Sandusky through the City of Sandusky's Land Reutilization Program for the purpose of facilitating reutilization of the nonproductive land.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code to acquire vacant and abandoned tax delinquent property with the future goal of productive reuse of the land. The City's ability to assemble land for reuse and redevelopment is critical to stabilizing and rebuilding Sandusky's neighborhoods and is necessary for neighborhood revitalization. The goal of the City of Sandusky's Land Reutilization Program is to return vacant and abandoned tax delinquent property to productive use that benefits the community. If a property is not producing tax revenues, less money is collected and available for enhancements back into the community. Also because the property is abandoned, it is not maintained and often becomes an illegal dumping ground. The City spends thousands of dollars per year maintaining weeds and nuisance conditions on abandoned properties. By returning the property back to a long-term tax producing status, more revenue is generated and available for community improvements and the City will not have to expend funds to maintain it. The five (5) parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and were approved by the Land Bank Committee on February 3, 2020. Three (3) parcels have vacant structures on them and two (2) parcels are vacant land.

- The structure located at **1102 W. Adams Street** is a vacant two-story, single-family residential structure with a lot size of 31' X 132'. It has 1,446 sq. ft. of living space with four bedrooms and one and one half bathrooms. This property was not sold at Sheriff's sale through bank foreclosure. If it reverts to tax foreclosure with no bidders, the City would acquire the property and evaluate the property for rehabilitation.
- The structure located at **1511 Camp Street** is a vacant two-story, two-family residential structure with a lot size of 66' X 151'. It has 2,124 sq. ft. of living space with six bedrooms and three bathrooms. This property was not sold at Sheriff's sale through bank foreclosure. If it reverts to tax foreclosure with no bidders, the City would acquire the property and evaluate the property for rehabilitation.

- The structure located at **1116 Second Street** is a vacant 1.5-story, single-family residential structure with a lot size of 67' X 132'. It has 1,280 sq. ft. of living space with three bedrooms and one bathroom. This property was not sold at Sheriff's sale through bank foreclosure. If it reverts to tax foreclosure with no bidders, the City would acquire the property and evaluate the property for rehabilitation.
- The vacant lot on **Walnut Ridge** (parcel #60-00043.037) is located in the Cold Creek Crossing sub-division. The lot is appx 75' x 174' and zoned R1-75. Upon acquisition it will be marketed for new development.
- The vacant lot located at **1603 Carr Street** is on the corner of Carr and Ransom Streets. The lot is appx 31' x 94'. Upon acquisition it will be offered to the adjoining property owner to the south through the Mow to Own program.

The Land Bank Committee has determined that the acquisition of the five (5) parcels is necessary to protect, improve and preserve the stability of the neighborhoods that they are located in.

**BUDGET IMPACT:** The cost of these acquisitions will be approximately Three Hundred Eighty Dollars (\$380.00) to pay for the title exams and transfer fees. The City will not collect the approximately ten thousand six hundred thirty one dollars (\$10,631.00) owed to the City in special assessments, nor will the taxing districts collect the approximately six thousand thirty six dollars (\$6,036.00) owed in delinquent taxes. However, all or part of these costs may be recouped and reimbursed upon the sale of the parcels. As the properties are put back into tax producing status, the taxing districts will once again begin collecting real estate taxes of approximately four thousand seventy dollars (\$4,070.00) per year.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to acquire five (5) parcels of land through the City of Sandusky's Land Reutilization Program. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to allow the Erie County prosecutor's Office to proceed with the Sheriff's sales and judicial foreclosure process in a timely manner.

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Debi Eversole, Housing Development Specialist

I concur with this recommendation:

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Matt Lasko, Chief Development Officer

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Eric L. Wobser, City Manager

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



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

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

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

**WHEREAS**, it is requested that the City accept five (5) parcels of nonproductive land situated within the City of Sandusky as further described in attached Exhibit "A", for placement in the Land Reutilization Program Inventory; and

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

**WHEREAS**, the five (5) parcels requested for acquisition are tax delinquent and have been deemed to be necessary and/or beneficial to the Land Reutilization Program efforts and was approved by the Land Bank Committee on February 3, 2020; and

**WHEREAS**, upon City Commission approval and if acquired, the three (3) residential structures located at 1102 W. Adams Street, 1511 Camp Street, and 1116 Second Street will be evaluated for rehabilitation; and

**WHEREAS**, upon City Commission approval and if acquired, the vacant lot located on Walnut Ridge Lane in the Cold Creek Crossing subdivision will be marketed for future development and the vacant lot located at 1603 Carr Street will be offered to the southern adjoining property owner through the Mow to Own Side Lot Program; and

**WHEREAS**, any future sales of the parcels requested for acquisition will be presented to the City Commission by Ordinance for approval of disposition and sale; and

**WHEREAS**, the cost of these acquisitions will be approximately \$380.00 for the cost of title exams and transfer fees and these costs may be recouped by the City upon sale of the properties; and

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

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

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

Section 1. This City Commission hereby approves and accepts for acquisition into the Land Reutilization Program five (5) parcels of nonproductive land situated within the City of Sandusky, as further described in Exhibit "A", a copy of which is attached to this Resolution and specifically incorporated herein.

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

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

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

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

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

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 24, 2020

## Exhibit A

Parcel	Address	Owner(s)	Del. Taxes	Assessments	P&I*	Total Owed	Yearly Taxes and Assessments
59-00146.000 <b>Proposed Use:</b>	1102 W. Adams This is a vacant two-story, single-family residential structure with a lot size of 31' X 132'. It has 1,446 sq. ft. of living space with four bedrooms and one and one half bathrooms. This property is being renovated by the bank.	Randy Yanushewski et.al.				0.00	6,381.41
58-01090.000 <b>Proposed Use:</b>	1511 Camp St This is a vacant two-story, two-family residential structure with a lot size of 66' X 151'. It has 2,124 sq. ft. of living space with six bedrooms and three bathrooms. The property is being renovated by the bank but delinquent in taxes.	Randy Yanushewski et.al.	1,437.32	1,435.67	244.93	3,117.92	3,641.56
57-04615.000 <b>Proposed Use:</b>	1116 Second St This is a vacant 1.5-story, single-family residential structure with a lot size of 67' X 132'. It has 1,280 sq. ft. of living space with three bedrooms and one bathroom. This property is being renovated by the bank but delinquent in taxes.	Randy Yanushewski et.al.	3,397.82	0.00	802.27	4,200.09	4,423.27
60-00043.037 <b>Proposed Use:</b>	Walnut Ridge (C.C) This is a vacant lot appx 75' x 174' in the Cold Creek sub-division. Upon acquisition it will be marketed for development.	Schrickel Development LLC	1,071.90	2,927.28	208.62	4,207.80	1,703.65
58-01781.000 <b>Proposed Use:</b>	1603 Carr This is a vacant lot at the corner of Carr and Ransom Streets. The lot is appx 31' x 94'. Upon acquisition it will be offered to the adjoining property owner to the south through the Mow to Own program.	Aldora Norris	128.78	6,267.76	21.37	6,417.91	2,724.24



## COMMUNITY DEVELOPMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5783  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** John Storey, Economic Development Specialist  
**Date:** February 12, 2020  
**Subject:** Commission Agenda Item – Grant Agreement between City of Sandusky and FAMILY HEALTH SERVICES, LLC

**Items for Consideration:** Legislation approving a Grant Agreement to be entered into between the City of Sandusky (“the City”) and FAMILY HEALTH SERVICES, LLC (the “Company”), an Ohio limited Liability Company, for the purposes of furthering economic development efforts in the City.

**Background Information:** The Company is a federally qualified health center (“FQHC”) located in Sandusky and serving all of Erie County. The Company was organized with the Ohio Secretary of State in 2014 and now operates as one of two health center programs in Erie County. The Company provides comprehensive primary care and enabling services, preventative women’s health services, and behavioral health services, in addition to offering a 340B pharmacy program to patients. The Company currently operates at two locations: 1912 Hayes Avenue and 620 E. Water Street, where medical and behavioral health services are housed. The new dental clinic will be located at the South Campus of Firelands Regional Medical Center, formerly the Providence Hospital site. Located within this building is a Veteran’s Clinic, Sleep Disorder Clinic, Rehabilitation Services, School of Nursing, and Stein Hospice. This grant is to greatly expand the dental services for the City of Sandusky and Erie County residents.

In order to serve the underserved, low-income, Medicaid population of patients within the City and Region, the Company must build a state of the art 3,000 square foot, 8-10 chair dental facility. This design and buildout of a new dental practice of 8-10 chairs in 3,000 square feet will cost approximately \$1.5MM dollars. Installation of dental chairs and x-ray sensors, plumbing, vacuum lines, electrical, and vacuum/compressor units will all take place over initial construction. Upon completion, the proformas estimate that by the end of 2021, four general dentists and four hygienists will be able to receive approximately 15,000 patients. The estimates for calendar year 2022 increase to 20,000 patient visits. The data supports these underlying visit counts as the City and Region have been labeled as a dental desert for the underserved, lower-income citizens. This project achieves the rare two-fold benefit of bringing higher-paying professional jobs to the City while concurrently provided much-needed dental services to people who desperately need such health attention. When fully completed, this Project will provide approximately 20-25 new jobs.

This total project cost is estimated to be approximately \$1,500,000, with the majority of these costs associated with \$800,000 for equipment purchases and \$500,000 for construction and build out. It is the recommendation of staff and the Economic Development Incentive Committee to grant \$65,000 which shall be allocated from the 2020 budget. Additional terms of the proposed Agreement call for the project development to be completed by December 31, 2020. Further, this Project is anticipated to result in the hiring of no less than 21 full time employees (including, dentists and hygienists) and an annual payroll of \$1,497,500.00 by December 31, 2022. 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 March 31, 2021. The application and grant amount was approved at the February 11, 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 \$65,000.00 in substantial development 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 the Company. 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 and to ensure the full benefit of the agreement is realized.

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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, g Finance Director

## CERTIFICATE OF FUNDS

In the Matter of: Family Health Services, 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: 2/19/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 431

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_



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

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$65,000.00 THROUGH THE SUBSTANTIAL DEVELOPMENT GRANT PROGRAM TO FAMILY HEALTH SERVICES, LLC, IN RELATION TO THE PROPERTY LOCATED AT 1912 HAYES AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Family Health Services, LLC is a federally qualified health center which provides a wide range of medical and dental services to citizens of the City of Sandusky and Erie County, including comprehensive primary care and enabling services, preventive women's health services, behavioral services along with operating a pharmacy program; and

**WHEREAS**, Family Health Services, LLC, seeks to provide expansive dental service and coverage options with particular attention servicing the underserved, low-income, Medicaid population of patients who are drastically underserved, and desires to build an expansive state-of-the-art 3,000 square foot full-service dental facility at the South Campus of Firelands Regional Medical Center, formerly the Providence Hospital property; and

**WHEREAS**, this project will include installation of 8-10 dental chairs and x-ray sensors, including customary accompanying equipment: plumbing, vacuum lines, electrical, and compressor units and is expected to allow for 20,000 patient visits, the hiring of 20+ dentists, hygienists, and other supporting staff, sales revenues estimated to be \$1.2 million in 2020 and increasing to \$2.86 million in 2022 and associated payroll figures growing to approximately \$1.5 million by December 31, 2022; and

**WHEREAS**, the total estimated cost of the project is \$1,500,000, with the majority of costs associated with \$800,000 for equipment purchases and \$500,000 for construction and buildout; 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 the citizens of the City; and

**WHEREAS**, the Economic Development Incentive Committee met on February 11, 2020, and is recommending to approve a grant to Family Health Services, LLC, in the amount of \$65,000.00, 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 ensure the full benefit of the agreement is realized; 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 Family Health Services, LLC, for financial assistance through the Substantial Development 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 Family Health Services, LLC, and the Finance Director is directed to expend funds to Family Health Services, LLC, in an amount **not to exceed** Sixty Five Thousand and 00/100 Dollars (\$65,000.00) 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 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 24, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 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 FAMILY HEALTH SERVICES, LLC ("the Company"), an Ohio Limited Liability Company.

### WITNESSETH:

WHEREAS, the Company, led by its chief executive officer, Mr. David P. Tatro, is a federally-qualified health center which provides a wide range of medical and dental services to citizens of the City of Sandusky and Erie County, including, but not limited to: comprehensive primary care and enabling services, preventative women's health services, behavioral services, and operating pharmacy; and

WHEREAS, the Company seeks to provide expansive dental service and coverage options for the citizens, with particular attention servicing the underserved, low-income, Medicaid population of patients who are drastically underserved;

WHEREAS, the Company now desires to build an expansive state of the art 3,000 square foot full-service dental facility, which will be located at the South Campus of Firelands Regional Medical Center, formerly the Providence Hospital site (the "Project"); and

WHEREAS, included in this buildout will be installation of 8-10 dental chairs and x-ray sensors, including, but not limited to customary accompanying equipment: plumbing, vacuum lines, electrical, and compressor units ; and

WHEREAS, this Project is expected and anticipated to allow for 20,000 patient visits, the hiring of 20+ dentists, hygienists, and other supporting staff, sales revenues estimated to be \$1.2MM in 2020 and increasing to \$2.86 MM in 2022 and associated payroll figures growing to approximately \$1.5MM by December 31, 2022; and

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants 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 this Project development 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 \$65,000.00 in the form of a Substantial Development grant to the Company (the "City Grant") toward the costs of the Project, which shall be disbursed upon completion of the Project and occupancy of the buildout space. This City Grant shall be allocated from the 2020 Economic Development Capital Projects Fund (the "Fund"). This City Grant will not increase if the

applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes, including Landmarks Commission approval, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) 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 Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by MARCH 31, 2021. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 below.

**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.

**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 Development Specialist

City of Sandusky, Ohio  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE COMPANY: FAMILY HEALTH SERVICES, LLC  
1912 Hayes Avenue, Suite D  
Sandusky, OH 44870  
Attention: Mr. David P. Tatro

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.

FAMILY HEALTH SERVICES, LLC  
An Ohio limited liability company

\_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF SANDUSKY

\_\_\_\_\_  
Title: City Manager

The legal form of the within instrument  
Is hereby approved.

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



## PLANNING DEPARTMENT

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

To: Eric Wobser, City Manager

From: Angela Byington, Planning Director

Date: February 11, 2020

**Subject: Commission Agenda Item – Professional Services Agreement for the Downtown Sandusky/Opportunity Zone Master Plan**

**ITEM FOR CONSIDERATION:** Agreement with MKSK for Professional Services for creation of the Downtown Sandusky/Opportunity Zone Master Plan.

**BACKGROUND INFORMATION:** An Opportunity Zone was designated, within the City of Sandusky, in 2018. The zone is comprised of Census Tract 408, which includes downtown (Exhibit A). This designation provides tax advantage incentives for certain investments of private capital gains, through the Federal Tax Cuts and Jobs Act of 2017. Due to the recent, current and anticipated investment in downtown, staff believes it to be of the utmost importance to provide a plan including both physical and policy recommendations. The plan will be utilized to inform and incentivize developments, plan strategic public improvements to strengthen the downtown and pinpoint what catalytic developments and/or uses the downtown is lacking, while safeguarding our historic waterfront downtown.

Therefore, the City issued two (2) separate Requests for Qualifications July of 2019 for the Downtown Sandusky / Opportunity Zone Master Plan Project. The request was posted on the City Website, the Ohio Conference of Community Development Website and sent directly to firms. Requests were accepted through August 30<sup>th</sup>. The following firms and their partners submitted qualifications:

1. MKSK
2. HRA
3. Environmental Design Group
4. Ninigret
5. Envision
6. Designing Local
7. Yard and Company
8. MS Consultants
9. Peebles
10. InSite Advisory Group
11. Cupkovic



The City utilized a Selection Committee, comprised of City staff and outside stakeholders. The Selection Committee interviewed the top (3) firms for each RFQ and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, the Selection Committee determined that MKSK was the most qualified firm and staff then began contract negotiations.

The general scope of the professional services includes:

- Collection and review of base data including, prior plans, maps, demographics, zoning, land use, existing market conditions, existing City programs and incentives, etc.
- Creation of a base map and 3D model.
- Public Outreach including, but not limited to, online survey, Steering Committee, Focus Group Roundtables.
- Creation and confirmation of goals, objectives, priorities, and high-level initiatives/program components.
- Development of a physical master plan and corresponding policy recommendations for the Downtown Area including:
  - Connections to neighborhoods, the waterfront, and Battery Park,
  - High level multi-modal recommendations including: pedestrian, transit, ferries, parking, circulator transport and water taxis,
  - Streetscape and intersection improvement recommendations,
  - Parking location recommendations and recommended capacity based off anticipated development.
- Recommendations on opportunities and priorities in the development areas of private/public catalytic, private major anchors and intermediate/smaller development, redevelopment and infill opportunities.
  - Includes key components of priority projects such as access, parking, location, program timeline and high-level feasibility considerations.
- Development of strategy to focus on marketing, programming and maintenance, with consideration of priority projects, partners and infrastructure capital and maintenance.
- Plan illustrations, maps, conceptual designs and narrative.
- Preliminary cost estimates and implementation matrix with responsible department/agency, budget, revenue sources and mechanism.

The professional services will not exceed \$108,000 including all normal reimbursable expenses and sub consultant fees.

**BUDGETARY INFORMATION:** The total not to exceed cost, is \$108,000, and will be paid from the following funds: \$10,000 from the Capital Projects Fund (Mobility Fund), \$73,000 with Issue 8 funds from the Capital Projects Fund (Planning and Special Projects) and \$25,000 from private donations. The City has accepted to date: \$5,000 from Firelands Regional Medical Center, \$5,000 from Cedar Point Park, \$5,000 from Civista Bank and the donation of \$10,000 from the Randolph J. and Estelle M. Dorn Foundation is being requested for acceptance as part of the February 24<sup>th</sup> Manager's Report.

**ACTION REQUESTED:** It is recommended that an ordinance authorizing a Professional Services contract between the City of Sandusky and MKSK for the Downtown Sandusky/Opportunity Zone Master Plan in the amount of \$108,000 be prepared 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 expeditiously proceed with the project so a plan and documentation can be in place and utilized at the earliest opportunity for continued development downtown within the boundaries of the Opportunity Zone.

I concur with this recommendation.

---

Eric Wobser, City Manager

Exhibit A: Opportunity Zone Map

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

## **Exhibit A: Downtown Sandusky/Opportunity Zone Master Plan**

The following scope of services outlines our proposed process for creating the Downtown Sandusky/Opportunity Zone Master Plan.

### **ORGANIZATIONAL STRUCTURE:**

We view this project as a collaborative effort with the City of Sandusky. An important element of this process is the engagement and participation of the community and identified stakeholders. We propose the following structure for the project planning and review process:

#### **Client Team**

The City of Sandusky will create a small (3-5 person) Client Team serve as our closest advisors and project partners throughout the project. The MKSK Team will communicate and coordinate with the Client Team to ensure the project advances according to the approved work plan and is addressing the needs of the City. The Client Team will provide the first level of review of all products and be the consistent point of communication between the MKSK Team, Executive Steering Committee, Stakeholders, and the general public.

#### **Executive Steering Committee**

We will work directly with the Executive Steering Committee to oversee and guide the planning process. Members will review and advise on draft deliverables before publication and assist in the coordination of the project between the MKSK Team, various stakeholders, and the community. The Steering Committee will meet three times at key intervals during the project.

#### **Focus Group Roundtables**

We propose a stakeholder engagement process with roundtable interviews at the beginning phase of the project and again in the second phase. The purpose of the early focus groups roundtables is to help us understand the specific details, concerns, and opportunities presently facing Sandusky and on the minds of downtown property owners and other stakeholders as are identified by the Client Team. These conversations will help identify potential areas of focus for the public and private realm downtown and what could be feasible Big Ideas for Sandusky in the near- and long- term. The first round (6, 1 hour sessions) will take place in the same trip as Steering Committee #1 and the community site tour.

The second round of stakeholder engagement is proposed as a set of stakeholder meetings to take place in a single day, or over 1.5 days, in the same trip as Steering Committee #2. These will consist of 8-10 meetings with individual downtown property owners as recommended by the City, 30-60 minutes in length. These discussions will brainstorm potential projects/a future vision for each property and identify the issues and opportunities for implementing desired changes. These meetings will inform the planning process by helping to build excitement for what is feasible Downtown, prioritize potential projects, and begin the coalition building that the Client Team will take into the plan's implementation.

#### **Community Engagement**

To engage the community, the MKSK Team will prepare an online public survey early in the process and key messages for the Client Team to promote online and on social media. Also, we propose to review previous community engagement efforts conducted in the City to build an understanding of issues and opportunities as identified by the broader community and make sure our analysis is reflective of these perspectives to the extent possible. If broader community engagement is determined important at any phase of the process, we can work

## Project Management Schedule

We propose the following schedule as a framework to guide the process. This framework may be subject to change based on scheduling needs and City review periods for deliverables.

	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>PHASE 1 - PROJECT INITIATION AND MANAGEMENT</b>																				
Establish Project Management Protocol (conference call)	●	●																		
Bi-weekly conference calls as needed	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>PHASE 2 - VISIONING &amp; OPPORTUNITIES ANALYSIS</b>																				
2.1 Conduct an initial collection of base information		●	●																	
Van/Walking Tour							X													
2.2 Organize meetings (combined trip with van/walking tour)		●	●																	
Steering Committee #1							X													
Stakeholder roundtables							X													
2.3 Review additional documentation							●	●												
2.4 Existing Market Conditions						●	●	●												
2.4 Online Survey						●	●	●												
<b>PHASE 3 - PHYSICAL MASTER PLANS &amp; POLICY RECOMMENDATIONS</b>																				
3.1 Develop a physical master plan and corresponding policy recommendations									●	●	●	●	●	●	●	●				
3.2 Develop a Governance strategy													●	●	●	●				
3.3 Recommendations for Regional Partnership Coalition													●	●	●	●				
3.3 Organize meetings													●	●	●	●				
Steering Committee #2													X							
Stakeholder meetings													X							
<b>PHASE 4 - PLAN SYNTHESIS</b>																				
4.1 Draft a final Master Plan and Comprehensive Policy Guide													●	●	●	●	●	●	●	●
4.2 Organize meetings																	●	●	●	●
Steering Committee #3																			X	
Public Forum (At regularly scheduled Planning Commission Meeting)																			X	
4.3 Prepare final plan documentation																	●	●	●	●

with the Client Team to identify additional services to incorporate it. We propose holding a publicly advertised open forum event at the final draft stage of the process. We expect the Planning Commission meeting will function as this open forum.

### **PROJECT SCOPE OF SERVICES**

The MKSK Team proposes a four-phase process over an approximately five-month period. Project phases include:

- Project Initiation and Management
- Visioning & Opportunities Analysis
- Physical Master Plan and Policy Recommendations
- Plan Synthesis

### **PHASE 1 - PROJECT INITIATION AND MANAGEMENT (Month 1)**

Refine and finalize scope, schedule, and deliverables with Client Team

#### **1.1 Establish Project Management Protocol (conference call)**

- Client Team meeting schedule
- Meeting logistics and preparation processes
- Project deliverable review processes

Phase 1 Deliverables:

- Finalized Scope of Work & Schedule
- Project Management Protocol

### **PHASE 2 – VISIONING & OPPORTUNITIES ANALYSIS (Month 2)**

#### **2.1 Conduct an initial collection of base information**

- Create a base map and 3D model (digital)
- Van/walking tour with Client Team (includes stops to discuss conditions, ideas and walking some portions to experience the pedestrian perspective) (combined trip with task 2.2)
- Assemble photo documentation

#### **2.2 Organize meetings (combined trip with van/walking tour)**

- Host Steering Committee Meeting #1 (SC#1)
- Conduct Focus Group Roundtable meetings

#### **2.3 Review additional documentation**

- Collect and assess remaining documentation and relevant studies, plans, etc.
- Summarize recurring themes and findings
- Prepare analysis diagrams (zoning, land use, demographics, recent and planned investment, housing, anchors, parking, etc.
- Confirm goals, objectives, priorities, and high-level initiatives/program components

#### 2.4 Existing Market Conditions

- Review and summary of existing market conditions
- Sandusky team to conduct audit of existing programs and summarize for MKSK team

#### 2.5 Conduct Online Survey

- Community survey and project key messages to introduce the project and understand community vision/priorities

#### Phase 2 Deliverables:

- Introductory/existing conditions presentation
- Summary of Understanding
- Base maps
- Planning Principles

### PHASE 3 – PHYSICAL MASTER PLANS & POLICY RECOMMENDATIONS (Months 3-4)

#### 3.1 Develop a physical master plan and corresponding policy recommendations for Downtown that specifically addresses:

- 3.1.1 Opportunities and Priorities in the public realm. Opportunities are expected to cover a broad basis with high-level recommendations. Prioritization will identify three to five focus areas to illustrate in 4.1.

Opportunities are expected to include:

- Connections to adjoining neighborhoods
- Connections to the waterfront
- Connections to Battery Park with input from the Water Street Design prepared by Environmental Design Group and the Bicentennial Plan.
- High level multimodal recommendations including pedestrians, transit, ferries, parking and circulator transport and water taxis
- Streetscape and intersections
  - Including general project/typology recommendations in coordination with the Mobility Plan as completed by the Client Team
  - Expecting key focus will be on Columbus Avenue
  - Including recommendations for parking locations and identification of number of spaces expanded or reduced in any preferred concept

- 3.1.2 Opportunities and Priorities in the private realm/catalytic development. Opportunities are expected to cover a broad basis with high-level recommendations. Prioritization will identify three to five major anchor projects. Opportunities are expected to identify:

- Major anchors
  - May include private development or catalytic public investment sites
- Intermediate / smaller development, redevelopment and infill opportunities
- Key components of priority projects such as access, parking, location, program, timeline and high-level feasibility considerations

3.2 Develop a Governance strategy with a focus on Marketing, Programming and Maintenance strategy. This task will be based on work conducted by the Client team and is expected to identify the following:

- High-level market opportunity considerations for priority projects
- Key partners and City department responsibilities for implementation and maintenance
- Infrastructure capital and maintenance

3.3 Recommendations for Regional Partnership Coalition. Include recommendations for continued coordination, collaboration and communication with key partners for implementation.

3.3 Organize meetings

- Steering Committee Meeting #2: Presentation of draft master plan and policy recommendations
- Stakeholder Meetings (same trip as SC#2)

Phase 3 Deliverables:

- Presentation of draft master plan and policy recommendations
- Maps with recommendations
- Conceptual designs
- Draft recommendations

#### **PHASE 4 – PLAN SYNTHESIS (Month 5)**

4.1 Draft a final Master Plan

- Prepare final illustrations, plan graphics, and recommendations
- Develop supporting narrative
- Develop preliminary cost estimates and P3 possibilities
- Create a responsibilities matrix with assistance from the Client Team that will guide program benefits, lead department, proposed budget, revenue sources & mechanisms

4.2 Organize meetings

- Steering Committee Meeting #3 (same day as public forum)
- Public Forum (Planning Commission Meeting)
- Consolidated plan review by Client Team

4.3 Prepare final plan documentation

Phase 4 Deliverables:

- Final presentation
- Final Master Plan
- Executive Summary Booklet (for use in marketing and communications)

#### **OPTIONS FOR ADDITIONAL SCOPE TASKS**

These items could be added to the scope above and be priced individually according to the Cost Proposal for Additional Scope Tasks below:

##### **Additional Meetings**

In person client meetings, stakeholder meetings or phone calls, additional Steering Committee Meetings, or Public Meetings.

##### **Corridors or Concepts**

Corridor/focus area or site concepts beyond the three (each) described above.

##### **Mobile Meetings & Display Materials**

Meeting materials ("Mobile Meeting Kit") for conducting independent meetings about the planning effort for use by staff, Executive Steering Committee members, and/or other community members. These materials would describe the planning effort, include existing condition information, and provide directed questions and a place for comments and reaction. These materials would be provided to the Client in digital format for city printing.



## Cost Proposal

Fees are proposed as a lump sum, billed as a percent complete by phase, of 108,000. Reimbursable expenses (e.g. travel, meals, print media, etc.) are estimated as a not to exceed amount of \$4,300.

### COST PROPOSAL

PHASE	TOTAL FEE
1. Phase 1: Project Initiation & Management	\$11,000
2. Phase 2: Visioning & Opportunities Analysis	\$28,000
3. Phase 3: Physical Master Plans & Policy Recommendations	\$41,000
4. Phase 4: Plan Synthesis	\$23,700
Base Services Total	\$103,700
Reimbursable Expenses	\$4,300
<b>TOTAL FEE</b>	<b>\$108,000</b>

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### COST PROPOSAL FOR ADDITIONAL TRIPS/TASKS, ONLY IF REQUESTED AND AUTHORIZED

ITEM	TOTAL FEE
A. MKSK trip, 1 person, including meeting, materials & expenses	\$1,800
B. HR&A trip, 1 person, including meeting, materials & expenses	\$7,000
C. Steering Committee Meeting, including materials & expenses	\$6,000
D. Public Meeting + materials & expenses (per page 6)	\$10,000

Other requests to be priced individually. See hourly fees in the enclosed terms and conditions.

If this proposal is suitable to you, please sign for authorization to begin.

On behalf of MKSK,



Jeff Pongonis, ASLA, Principal-in-Charge

[jpongonis@mkskstudios.com](mailto:jpongonis@mkskstudios.com)

614.621.2796

APPROVED BY:

---

Signature

---

Date

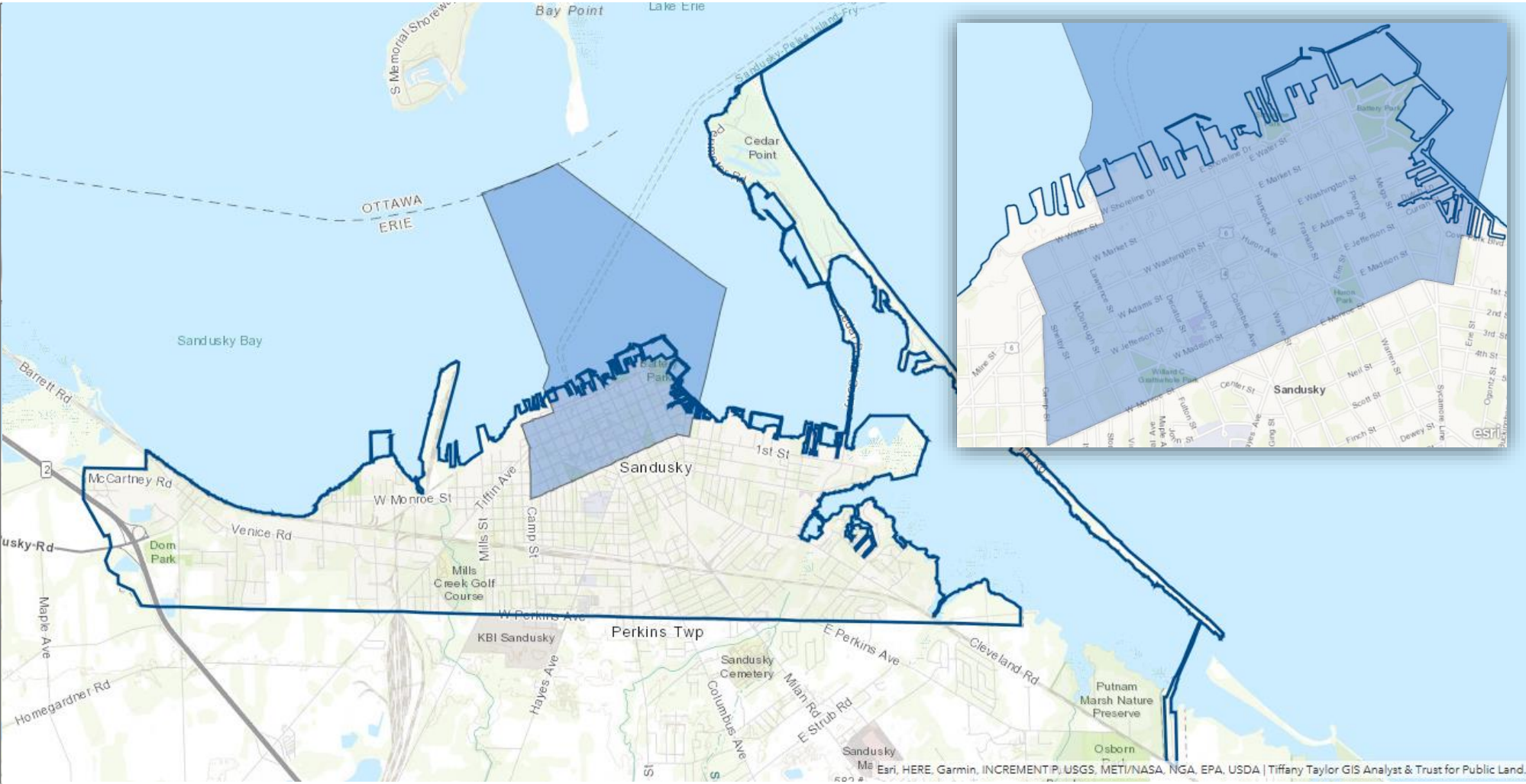
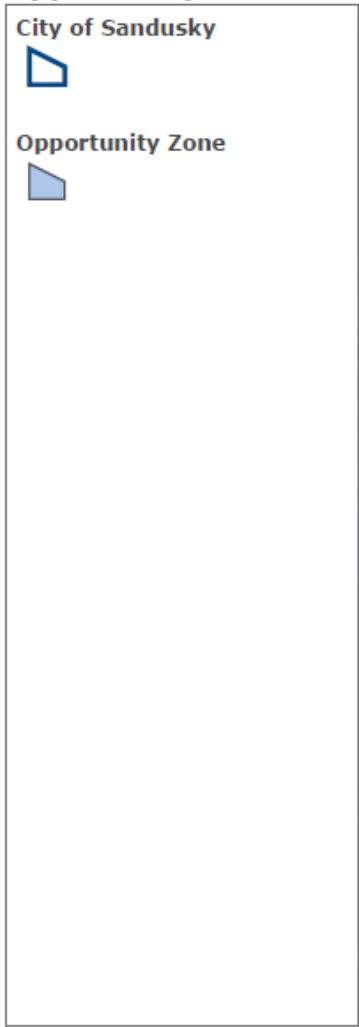
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Name / Title

Opportunity Zone

City of Sandusky

Opportunity Zone



## CERTIFICATE OF FUNDS

In the Matter of: Professional Services with \_MKSK for the Opportunity Zone

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: 2/19/2020

By: Michelle Reeder  
Michelle Reeder  
Finance Director

Account #: 431-6110  
431-6203  
110-4010

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

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH MKSK OF COLUMBUS, OHIO, FOR THE DOWNTOWN SANDUSKY / OPPORTUNITY ZONE MASTER PLAN PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, as a result of the Federal Tax Cut and Jobs Act of 2017, the State of Ohio worked with the U.S. Treasury to establish Ohio Opportunity Zones in 320 economically distressed census tracts among 73 of its counties and in 2018, an Opportunity Zone was designated within the City OF Sandusky, which is comprised of Census Tract 408 and includes all of downtown Sandusky; and

**WHEREAS**, in 2019, the Ohio Amended Substitute House Bill No. 166 established the Ohio Opportunity Zone Tax Credit, which offers tax incentives for eligible investments in qualified projects located in Ohio Opportunity Zones; and

**WHEREAS**, two (2) separate Requests for Qualifications (RFQ) were issued for the Downtown Sandusky / Opportunity Zone Master Plan Project in which eleven (11) submittals were received, evaluated and ranked by a selection committee and the top three (3) firms for each RFQ were interviewed by the committee and based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks, it was determined MKSK was the most qualified for both RFQs and a proposal for scope of services was requested and reviewed by the selection committee and ultimately an agreement was negotiated; and

**WHEREAS**, MKSK will be providing professional services for the Downtown Sandusky / Opportunity Zone Master Plan which includes four (4) phases and are summarized as follows:

- Phase 1 – Project Initiation and Management
- Phase 2 – Visioning & Opportunities Analysis
- Phase 3 – Physical Master Plans & Policy Recommendations
- Phase 4 – Plan Synthesis

and are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit “A” and specifically incorporated herein; and

**WHEREAS**, the cost of the professional services is not to exceed \$108,000.00 and will be paid with Issue 8 funds from the Capital Projects Fund (Planning and Special Projects) in the amount of \$73,000.00, Capital Projects Funds (Mobility Funds) in the amount of \$10,000.00, and with private donations of \$5,000.00 from Firelands Regional Medical Center, \$5,000.00 from Cedar Point Park, \$5,000.00 from Civista Bank and \$10,000.00 and the Randolph J. & Estelle M. Dorn Foundation; 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 proceed with the project so a plan and documentation can be in place and utilized at the earliest opportunity for continued downtown development within the boundaries of the Opportunity Zone; 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an agreement with MKSK of Columbus, Ohio, for Professional Services for the Sandusky Downtown / Opportunity Zone Master Plan Project substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00).

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

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

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

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

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

Passed: February 24, 2020

## **AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, (the "effective date") by and between the City of Sandusky, Ohio, an Ohio Municipal Corporation located in the County of Erie, (hereinafter "City"), and MKSK, 462 South Ludlow Alley, Columbus, Ohio, 43215, (hereinafter "Consultant").

### **Recitals:**

WHEREAS, as a result of the Federal Tax Cut and Jobs Act of 2017, the State of Ohio worked with the U.S. Treasury to establish Ohio Opportunity Zones in 320 economically distressed census tracts among 73 of its counties and in 2018, an Opportunity Zone was designated within the City of Sandusky, which is comprised of Census Tract 408 and includes all of downtown Sandusky; and

WHEREAS, in 2019, the Ohio Amended Substitute House Bill No. 166 established the Ohio Opportunity Zone Tax Credit, which offers tax incentives for eligible investments in qualified projects located in Ohio Opportunity Zones; and

WHEREAS, the creation of the Opportunity Zone program provides an opportunity for the City to attract significant investment into Sandusky's Opportunity Zone, which includes Downtown Sandusky, the historic residential Kilbourne Plat neighborhood, including waterfront sites with dramatic views of Cedar Point; and

WHEREAS, the City issued Requests for Qualifications for the Downtown Sandusky / Opportunity Zone Master Plan Project to assist with a Master Plan & Policy Recommendations and Prospectus and Marketing Plan; and

WHEREAS, MKSK, was selected as the most qualified firm through a selection process and submitted a proposal dated February 12, 2020, which is marked Exhibit "A" and is attached to this Agreement and is specifically incorporated as if fully rewritten herein; and

WHEREAS, the City and the Consultant thereafter negotiated this Agreement to set forth their mutual understandings and agreements concerning Consultant's provision of the services and the Sandusky City Commission authorized the City Manager to enter into this agreement by Ordinance No. \_\_\_\_\_, passed on February 24, 2020, and.

**Agreement:**

1. **Recitals.** The recitals are incorporated by reference and form a part of this Agreement as if set forth herein.

2. **Scope of Services / Non-Assignment.** The Consultant agrees to perform the services as described in the Scope of Services, a copy of which is attached to this Agreement, marked Exhibit "A", and is specifically incorporated as if fully rewritten herein.

Consultant shall perform such services in accordance with applicable sections of the Ohio Revised Code and any other applicable Federal, State, or local statutes, ordinances, rules, and regulations.

Consultant shall perform the services under this Agreement personally and shall not assign or delegate the performance of those services to any other person without the prior written approval of the City.

3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor while performing the services required in this Agreement and any personnel required to perform the services in this Agreement will not be employees of the City.

4. **Compensation.** Consultant shall be paid for the services performed in accordance with this Agreement in an amount not to exceed One Hundred Eight Thousand and 00/100 Dollars (\$108,000.00). Consultant agrees to timely submit monthly invoices to the Department of Planning for services rendered for the previous thirty (30) day period. The City agrees to make timely payment to Consultant within thirty (30) days of receipt of the monthly invoice from Consultant.

5. **Indemnification.** Consultant shall indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgements and expenses incident to the same, for injuries to persons or property arising out of or in connection with Consultant's performance under and pursuant to this agreement unless caused by the gross negligence or willful misconduct of the City.

6. **Confidentiality.** City and Consultant each recognize and acknowledge that the City is subject to the Public Records Act, Ohio Revised Code Section 149.43, and that trade secrets are exempt from disclosure as public records and Consultant agrees that any information

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

**7. Public Records.** The Consultant shall have access to pertinent public records as are available to the City and applicable to the project. The City does not guarantee the accuracy of said records and it shall be the Consultant's duty to verify the same. The City shall at all reasonable times have access to the work and plans of the Consultant for purposes of inspection. The Consultant agrees that all reports prepared for the City under the terms of this Agreement shall be furnished to the City upon request and delivered to and become the property of the City. The Consultant shall not destroy any documents it creates that belong to the City and shall not destroy any documents in any media that are considered public records as defined in the Ohio Public Records Act, O.R.C. §143.49 et seq.

**8. Term.** The term of the Agreement shall commence on the date set forth above, the effective date, and shall continue until the services are completed unless earlier terminated in accordance with this Agreement.

**9. Termination for Cause.** Notwithstanding any other provision of this Agreement the City may terminate this Agreement for cause or for no cause by giving ten (10) days written notification to the Consultant. The notice of termination shall be by certified mail, return receipt requested.

Upon termination of this Agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for satisfactory services rendered before the notice of termination is received. Consultant shall surrender to the City copies of all completed work, work in progress and any reports, records, and any other documents relating to the scope of services that may be in the possession of Consultant at the time of termination. Consultant shall be paid an amount that bears the same ratio to the total services of the Consultant covered in this Agreement, less payments of compensation previously made.

**10. Notice.**

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



City of Sandusky  
City Manager  
240 Columbus Avenue  
Sandusky, OH 44870

MKSK COLUMBUS  
c/o Jeff Pongonis  
462 South Ludlow Alley  
Columbus, OH 44870

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

**12. Equal Employment Opportunity.** In carrying out this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant will post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or age. The Consultant will incorporate the provisions of this paragraph in all subcontracts for any work covered by this Agreement.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

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

**CITY OF SANDUSKY:**

\_\_\_\_\_  
Eric L. Wobser, City Manager  
\_\_\_\_\_  
Date

**WITNESSES:**

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

**MKSK COLUMBUS:**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name and Title)  
\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger #0075112  
Law Director  
City of Sandusky

February 12, 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 terminating the existing Ambulance Restocking Agreement with Firelands Regional Medical Center (FRMC) and authorizing a new agreement for restocking ambulances with the required medical supplies and pharmaceuticals.

**BACKGROUND INFORMATION:** Since 2006, the City and Firelands Regional Medical Center (FRMC) have entered into agreements for restocking City ambulances with supplies and pharmaceuticals in order to comply with the Department of Health and Human Services' ambulance restocking or general replenishing arrangement regulations, 42 C.F.R. 1001.952, 66 Red. Reg. 62979 (Dec. 4, 2001).

In the past, pursuant to the agreement, Firelands Regional Medical Center (FRMC) invoiced the City for the supplies and pharmaceuticals at their cost. With the new agreement Firelands Regional Medical Center (FRMC) has agreed to supply the fire department with most supplies and pharmaceuticals at no cost as a community benefit/give back.

The City does not have an alternative source for these medical supplies and pharmaceuticals therefore Firelands Regional Medical Center (FRMC) is the sole provider.

The proposed agreement submitted by Firelands Regional Medical Center (FRMC) is for a period of one year (March 1, 2020 to February 28, 2021) and will automatically renew for one (1) year terms unless terminated earlier by either the City or Firelands Regional Medical Center (FRMC) pursuant to the agreement.

**BUDGETARY INFORMATION:** There is no budgetary impact.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to terminate the existing Ambulance Restocking Agreement with Firelands Regional Medical Center (FRMC) and authorizing a new agreement for restocking ambulances with the required medical supplies and pharmaceuticals. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the agreement and prior to the commencing date of March 1, 2020.

**Approved:**

---

Rick Wilcox, Fire Chief

**I concur with this recommendation:**

---

Eric Wobser, City Manager

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

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

**AN ORDINANCE AUTHORIZING THE TERMINATION OF THE EXISTING AMBULANCE RESTOCKING AGREEMENT WITH FIRELANDS REGIONAL MEDICAL CENTER OF SANDUSKY, OHIO; APPROVING AND AUTHORIZING THE EXECUTION OF A NEW AMBULANCE RESTOCKING AGREEMENT FOR RESTOCKING CITY AMBULANCES WITH SUPPLIES AND PHARMACEUTICALS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City Commission authorized the City Manager to enter into an agreement with Firelands Regional Medical Center for restocking City ambulances with supplies and pharmaceuticals, in order to comply with new Federal Law and Regulations of the Department of Health and Human Services, Ambulance Restocking or General Replenishing Arrangement Regulations (42 C.F.R. 1001.952,66 Fed. Register 62979) and applicable Healthcare Program Payments, coverage, rules and regulations by Ordinance No. 06-029, passed on March 13, 2006; and

**WHEREAS**, the City Commission authorized a new agreement with Firelands Regional Medical Center of Sandusky, Ohio, for restocking City ambulances with supplies and pharmaceuticals by Ordinance No. 14-012, passed on February 24, 2014, and approved an amendment to Section 2 of Ordinance No. 14-012 to increase the expenditure of funds for restocking from \$16,000.00 annually to \$25,000.00 annually by Ordinance No. 15-128, passed on September 14, 2015; and

**WHEREAS**, the City does not have an alternative source for these supplies and pharmaceuticals and pursuant to the current agreement, Firelands Regional Medical Center only charges the City their cost for the supplies; and

**WHEREAS**, Firelands Regional Medical Center is now offering to supply most of the supplies and pharmaceuticals at no cost to the City as a way of giving back to the community; and

**WHEREAS**, the proposed agreement is for a one (1) year period from March 1, 2020, through February 29, 2021, and will automatically renew for one (1) year terms unless terminated in accordance to the agreement by one of the parties; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to order to immediately execute the agreement and prior to the commencing date of March 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 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 hereby approves the termination of the Ambulance Restocking Agreement with Firelands Regional Medical Center of Sandusky, Ohio, dated March 1, 2014.

Section 2. For the reasons set forth in the preambles hereto, this City Commission hereby approved the proposed Ambulance Restocking Agreement with Firelands Regional Medical Center of Sandusky, Ohio, for restocking City ambulances with supplies and pharmaceuticals, 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 the objectives and requirements of this Ordinance and carrying out the City's public purposes.

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. For the reasons set forth in the last 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 passage 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 24, 2020

## **AMBULANCE RESTOCKING AGREEMENT**

This Ambulance Restocking Agreement (“Agreement”) is dated March 1, 2020 by and between Firelands Regional Medical Center (“FRMC”), 1111 Hayes Avenue, Sandusky, Ohio 44870, an Ohio non-profit corporation, and the City of Sandusky (“EMS Agency”), 240 Columbus Avenue, Sandusky, Ohio 44870, a government ambulance provider.

WHEREAS, Firelands Regional Medical Center has agreed to restock medications, medical supplies, and linens at no cost to EMS Agency once a month by advance notification for the purpose of replenishing comparable drugs, medical supplies, and linens used in connection with the transport of a patient.

WHEREAS, to comply with the Department of Health and Human Services' ambulance restocking or general replenishing arrangement regulations, 42 C.F.R. 1001.952, 66 Fed. Reg. 62979 (Dec. 4, 2001), the parties agree to enter into this Agreement to ensure that the restocking is conducted in an open and public manner; that the billing of restocked items conforms with applicable federal healthcare program payments, coverage, rules and regulations; that there is no duplicate billing for any restocking; that the parties maintain records of replenished supplies and pharmaceuticals to the patient to which they relate; that the restocking shall not take into account the volume or value of referrals from the EMS Agency to FRMC, other than the delivery to FRMC of a particular patient for whom the drugs and medical supplies are restocked; and that the parties agree to comply with all federal, state and local laws regulating ambulance services, including, but not limited to emergency services and provisions of drugs and medical supplies, and laws related to the handling of controlled substances.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the undersigned agree as follows:

1. **Duties.**

- (a) FRMC shall restock drugs, medical supplies, and linens at no cost to EMS Agency ambulances once per month by advance request with supplies that are standard stock items used at FRMC and carried in approved EMS Agency vehicles. FRMC shall not restock drugs, medical supplies, and linens used in non-emergency transportation. Supplies are listed on the attached "Standard List of Restocked Items." Special order items (non-stock) cannot be ordered and will not be restocked. The EMS Agency will manage perishable supplies. Expired supplies are not exchangeable. Linen exchange shall be on a one-for-one basis.
- (b) EMS Agency shall utilize an individualized Requisition Template Form, to document and facilitate the restocking of supplies. The individualized Requisition Template may be revised one (1) time per quarter at the EMS Agency's request. EMS Agency shall fax a completed Requisition Template Form to Materials Management at FRMC at (419) 557-7411 no later than the 25th day of the month preceding the month for which the supplies and equipment are needed by EMS Agency.
- (c) EMS Agency shall pick up the items ordered on the Requisition Template Form from the FRMC Receiving Dock between 7 a.m. and 4 p.m. on weekdays (excluding holidays) at a mutually agreed upon appointment time. EMS Agency shall schedule pickup of supplies by calling (419) 557-6998 and pick up shall be no sooner than five (5) business days after faxing the monthly order on the Requisition Template Form to FRMC.



- (d) All non-controlled medications shall be replenished from the central stock room and documented by EMS Agency on a Medication Log form. Replenished expired medications shall not be invoiced to the EMS Agency. Controlled medications will be directly exchanged with the Pharmacy Department. The drugs and supplies used on a patient must be documented on the pre-hospital care report including the type and amount of drugs or medical supplies used.
- (e) FRMC shall provide the EMS Agency with an itemized record of drugs, medical supplies, and linens used to restock the ambulances upon EMS Agency's request.
- (f) Emergency replenishment supply orders will be accepted only by fax at (419) 557-7411. EMS Agency shall contact the on-call representative from Materials Management at (419) 557-7402 to confirm that the emergency request order has been received and to arrange for pick-up of the order. Emergency Orders placed on weekdays may be picked up on the same day between the hours of 1:00 a.m. and 3:00 p.m. Emergency orders placed on Saturdays, Sundays and/ or holidays may be picked up the same day but only between the hours of 7:00 a.m. and 10:00 a.m. All emergency orders are subject to product availability.

2. **Term.** This Agreement will begin on March 1, 2020 and end on February 28, 2021. Unless terminated in accordance with Section 3, this Agreement will automatically renew for one (1) year terms calculated from the ending date. This Agreement may be renewed an unlimited number of times.

3. **Termination.** This Agreement may be terminated as follows:

- (a) Without Cause. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- (b) Material Breach. If either party fails to perform their respective duties under this Agreement (the “breaching party”), the “non-breaching party” may give notice to the breaching party of such failure to perform and demand performance. If the breaching party fails to fully perform all duties required by this Agreement within fifteen (15) days of such notice, the non-breaching party may terminate this Agreement without waiver of any rights the non-breaching party may have against the breaching party for such failure to perform. Either party may terminate this Agreement effective immediately upon giving written notice, if the other party engages in an act for which the party has previously received a fifteen (15) day notice.

4. **Independent Contractors.** The parties agree and acknowledge that, for the purposes of this Agreement, FRMC and the EMS Agency are at all times acting and performing as independent contractors. Nothing in this Agreement shall be construed by any party or any third party as creating an employer/employee, principal/agent, partnership, or joint venture relationship between FRMC and the EMS Agency. FRMC shall have no control over the medical judgment or decisions of the EMS Agency.

5. **General Conditions.**

- (a) FRMC shall provide the supplies and pharmaceuticals to the EMS Agency AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
- (b) The EMS Agency shall cooperate with FRMC in providing FRMC with a completed Requisition Template Form by the 25th day of the preceding

month for which supplies are requested. FRMC shall cooperate with the EMS Agency by providing an individualized Requisition Template Form.

- (c) Late or additional supply requests (non-emergency) will be processed in the same manner outlined in §1 (a)-(d).
- (d) Repeated failures to comply with the restocking procedures described in this Agreement may constitute a material breach of this Agreement and be subject to the provisions of Section 3 (b).

6. **Compliance with Law.** FRMC and the EMS Agency acknowledge that they have, in good faith, made reasonable efforts to comply with any applicable requirements or restrictions under the laws of the United States or the State of Ohio with respect to the practice of medicine in the relationship between FRMC and the EMS Agency. In the event that there is a change in the Social Security Act Title XI, XVII, or XIX as amended, the Medicare or Medicaid regulations or general instructions (or application thereof) the adoption of new legislation, or any administrative or regulatory change, such that in the reasonable belief of one or both of the parties, any aspect of this Agreement or any transaction contemplated by this Agreement does or may violate any of the foregoing, FRMC and the EMS Agency shall use their best efforts to reform or renegotiate the structure of the relationship described in this Agreement so that such violation or alleged violation no longer exists; provided, however, that in the event, after review of applicable law and good faith negotiation, the parties are not able within a period of ten (10) calendar days to reform or renegotiate this Agreement to avoid such violation or potential violation, then upon expiration of such ten (10) calendar day period, this Agreement shall automatically terminate and shall be null and void and of no further force and effect.

7. **Recall/Hazard Alert Information.** EMS Agency shall designate by name and title, a person to whom all Notifications of any Hazard or Recall shall be directed on a 24/7 basis for all items that are restocked pursuant to this or any prior restocking Agreement.

8. **Waiver.** The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants, or conditions of this Agreement shall not be construed as a continuing waiver or relinquishment of any rights under this Agreement. Each party may at any time demand strict and complete performance by the other party of the terms, conditions, and covenants in this Agreement.

9. **Severability.** FRMC and the EMS Agency agree that the covenants and conditions set out herein are severable and separate, and the unenforceability of any specific covenant or condition set forth herein shall not result in the unenforceability of the rest of the Agreement. The covenants and conditions of this Agreement shall be construed as an Agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of FRMC against the EMS Agency, whether predicated on this Agreement and its covenants and conditions, or otherwise, shall not constitute a defense to the enforcement by FRMC of said covenants and conditions of this Agreement.

10. **Record Retention.** To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this Agreement, until the expiration of five (5) years after the furnishing of services pursuant to this Agreement, the EMS Agency agrees to make available, upon written request by the Comptroller General of the United States, or to any of her duly authorized representatives, this Agreement, and books, documents, and records of the EMS Agency that are necessary to certify the extent of any costs of FRMC arising from the Agreement. Further, if the EMS Agency carries out any of its duties from this Agreement through a subcontractor, the value or cost of which is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect and until the expiration of the five (5) years after furnishing of such service pursuant to such subcontract, that the related organization will make available upon written request to the comptroller General of the United States, or any of his duly authorized representatives subcontracts, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between FRMC and the EMS Agency with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and understandings, whether written, oral, or implied, between the parties with respect to the subject matter of this Agreement.

12. **Counterparts.** This Agreement shall be executed in one or more counterparts signed by an authorized officer of the professional corporation, and when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

13. **Notification.** All notices required or permitted by terms of this Agreement shall be in writing and may be delivered personally or by certified mail, return receipt requested, to the individual designated by EMS Agency below:

**Firelands Regional Medical Center**  
1111 Hayes Avenue  
Sandusky, Ohio 44870  
ATTN: Tina Monarch  
Fax: (419) 557-7411  
Phone: (419) 557-7412

**Sandusky Fire Department**  
600 West Market Street  
Sandusky, Ohio 44870  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_

14. **Notification for Hazard/Recall.** All notices for Notification of Recall/Hazard Alert required or permitted by the terms of this Agreement shall be in writing and may be delivered personally or communicated by fax and/or electronically or otherwise to the individual designated by EMS Agency below:

*Recall/Hazard Notification*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Beeper#: \_\_\_\_\_

15. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior or contemporaneous discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to the subject matter hereof, and no party shall be bound by any term, condition, definition, warranty or representation other than as expressly provided for in this Agreement.

This Ambulance Restocking Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between:

**Firelands Regional Medical Center**

By: \_\_\_\_\_  
Robert M. Moore  
Executive VP & Secretary

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

**Sandusky Fire Department**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**City of Sandusky**

By: \_\_\_\_\_  
Eric Wobser  
City Manager

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

**FIRELANDS REGIONAL MEDICAL CENTER**  
**STANDARD LIST OF RESTOCKED ITEMS**

1. IV Solutions
2. IV administration sets and prep supplies
3. Angiocaths-assorted sizes
4. Butterfly cannulas-assorted sized
5. Syringes
6. Needles
7. Non-rebreather masks
8. Nasal cannula
9. Disposal bag - valve- mask
10. Endotracheal tubes-assorted sizes
11. Oral airways-assorted sizes
12. Nasal airways - assorted sizes
13. EKG electrode pads
14. Cervical collars - assorted adult and pediatric sizes
15. Suction supplies
16. Linens (sheets, pillowcases, blankets)

This list does not address or suggest specific brands or manufacturers. Selection of brands and manufacturers will be the prerogative of the hospital.

Pharmaceuticals and other contents of standard drug boxes are listed on the “Standard Drug Box Inventory.” EMS Agency personnel need to obtain controlled medications directly from Firelands pharmacy and non-controlled medications from the medication storage area in the Emergency Room.



## 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: February 11, 2020

Subject: Commission Agenda Item

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City Manager to purchase one (1) 2020 Chevy Traverse through Sourcewell, formally the National Joint Powers Alliance, Cooperative Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, at an amount not to exceed \$32,917.47.

**BACKGROUND INFORMATION:** It has been determined by the Police Chief and Fleet Maintenance Foreman, Troy Vaccaro that the 2011 Chevrolet Malibu, Vin No. 1G1ZB5E11BF164088, that is as an unmarked vehicle used by the Detective Bureau, has exceeded its useful life expectancy and is no longer of any use to the city. This new vehicle will be used by the detective bureau as a narcotics surveillance vehicle that the narcotics detectives will use to enforce narcotics laws and ordinances. The existing vehicle being replaced will be sold through the on-line process and the proceeds from the sale will be deposited into the Law Enforcement Trust Fund.

The above listed vehicle is available through Sourcewell Cooperative Purchasing Program from National Auto Fleet Group Watsonville, California.

Sourcewell Cooperative Purchasing Program allows local political subdivisions to purchase items that have been competitively bid from the successful State or National vendor thereby giving the City the benefit of the State's competitively bid price and eliminating the necessity of formal bidding by the City.

***SANDUSKY, OHIO – HOME OF 'AMERICA'S ROLLER COAST'®***



**BUDGETARY INFORMATION:** The cost for the vehicles is \$32,917.47 which will be paid for with Law Enforcement Trust Funds.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared to purchase one (1) 2020 Chevy Traverse vehicle from National Auto Fleet Group Watsonville, California in an amount not to exceed \$32,917.47 through the National Joint Powers Alliance Contract Purchasing Program (Contract 120716-NAF). It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the order to be expedited so the Police Department can begin utilizing it at the earliest opportunity.

**Approved:**

**I concur with this recommendation:**

---

John Orzech, Police Chief

---

Eric Wobser, City Manager

cc: Michelle Reeder, Finance Director  
Trevor Hayberger, Law Director



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/3/2020

Quote ID: **22828**

Order Cut Off Date: **TBA**

Troy Vaccaro  
City of Sandusky Ohio  
Fleet Maintenance

222 Meigs St  
1024 Cement Ave  
Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2020 Chevrolet Traverse (1NC56) FWD 4dr LT Cloth w/1LT, )** and delivered to your specified location, each for

	One Unit
Contract Price	\$32,917.47
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$32,917.47

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

**Email: [Fleet@nationalautofleetgroup.com](mailto:Fleet@nationalautofleetgroup.com)**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**

## Vehicle Configuration Options

<b>EMISSIONS</b>	
<b>Code</b>	<b>Description</b>
FE9	EMISSIONS, FEDERAL REQUIREMENTS
<b>ENGINE</b>	
<b>Code</b>	<b>Description</b>
LFY	ENGINE, 3.6L V6, SIDI, VVT, (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
<b>TRANSMISSION</b>	
<b>Code</b>	<b>Description</b>
M3V	TRANSMISSION, 9-SPEED AUTOMATIC, (STD)
<b>PREFERRED EQUIPMENT GROUP</b>	
<b>Code</b>	<b>Description</b>
1LT	LT CLOTH PREFERRED EQUIPMENT GROUP, Includes Standard Equipment
<b>WHEELS</b>	
<b>Code</b>	<b>Description</b>
PXJ	WHEELS, 18" (45.7 CM) BRIGHT SILVER PAINTED ALUMINUM, (STD)
<b>PAINT</b>	
<b>Code</b>	<b>Description</b>
GAN	SILVER ICE METALLIC
<b>PAINT SCHEME</b>	
<b>Code</b>	<b>Description</b>
___	STANDARD PAINT
<b>SEAT TYPE</b>	
<b>Code</b>	<b>Description</b>
AR9	SEATS, FRONT BUCKET, (STD)
<b>SEAT TRIM</b>	
<b>Code</b>	<b>Description</b>
H0U	JET BLACK, PREMIUM CLOTH SEAT TRIM
<b>RADIO</b>	
<b>Code</b>	<b>Description</b>

IOS	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 PLUS SYSTEM, 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period
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**ADDITIONAL EQUIPMENT**

Code	Description
ZL3	CONVENIENCE AND DRIVER CONFIDENCE PACKAGE, includes (IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start, (TB5) rear power liftgate, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert and (UD7) Rear Park Assist
PDF	LPO, FLOOR LINER PACKAGE, includes (RIA) front and second row all-weather floor liner, LPO, (RIB) third row all-weather floor liner, LPO and (CAV) integrated cargo liner, LPO
VQK	LPO, FRONT AND REAR SPLASH GUARDS, CUSTOM MOLDED
SFZ	LPO, BLACK BOWTIE EMBLEMS, FRONT AND REAR
TB5	LIFTGATE, REAR POWER
—	SIRIUSXM WITH 360L, Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices.
KA1	SEATS, HEATED DRIVER AND FRONT PASSENGER
RIA	LPO, ALL-WEATHER FLOOR LINER, FIRST AND SECOND ROW
RIB	LPO, ALL-WEATHER FLOOR LINER, 3RD ROW
UDD	DISPLAY, 4.2" DRIVER INSTRUMENT INFORMATION, ENHANCED, MULTI-COLOR
BTV	REMOTE START
UG1	UNIVERSAL HOME REMOTE, includes garage door opener, programmable
CAV	LPO, INTEGRATED CARGO LINER
UD7	REAR PARK ASSIST WITH AUDIBLE WARNING
UKC	LANE CHANGE ALERT, with Side Blind Zone Alert
UFG	REAR CROSS TRAFFIC ALERT
P0L	ONSTAR ADDITIONAL 45 MONTHS OF ONSTAR FLEET SAFETY AND SECURITY., Provides 45 months of Fleet Safety and Security service in addition to the 3 months of complimentary coverage that is included in the price of the vehicle. Total OnStar Fleet Safety and Security service duration is 48 months.

**SEATING ARRANGEMENT**

Code	Description
ABE	SEATING, 7-PASSENGER (2-2-3 SEATING CONFIGURATION), (STD)

## CERTIFICATE OF FUNDS

In the Matter of: Sourcewell- Police Chevrolet Traverse 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: 2/19/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 863

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

**AN ORDINANCE DECLARING A 2011 CHEVROLET MALIBU, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2020 CHEVY TRAVERSE FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, it has been determined by the Police Chief and Fleet Maintenance Chief Foreman that the 2011 Chevrolet Malibu, VIN No. 1G1ZB5E11BF164088, that is an unmarked vehicle used by the Detective Bureau, has exceeded its useful life expectancy and is no longer of any use to the City and is recommending this vehicle be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale being deposited in the Law Enforcement Trust Fund; and

**WHEREAS**, it is recommended to replace the 2011 Chevrolet Malibu with a new 2020 Chevy Traverse to be used by the Detective Bureau and narcotics detectives as a narcotics surveillance vehicle to enforce narcotics laws and ordinances; and

**WHEREAS**, Sourcewell's (formerly National Joint Powers Alliance [NJPA]) cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

**WHEREAS**, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase a 2020 Chevy Traverse that has been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

**WHEREAS**, the total cost the 2020 Chevy Traverse is \$32,917.47 and will be paid with Law Enforcement Trust 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 expedited so the Police Department can begin utilizing the new vehicle at the earliest opportunity; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Police 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 2011 Chevrolet Malibu, VIN No. 1G1ZB5E11BF164088, 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 Law Enforcement Trust Fund.

Section 2. The City Manager is authorized and directed to expend funds for the purchase a 2020 Chevy Traverse through the Sourcewell Cooperative Purchasing Program (Contract 120716-NAF) from National Auto Fleet Group of Watsonville, California, for the Police Department at an amount **not to exceed** Thirty Two Thousand Nine Hundred Seventeen and 47/100 Dollars (\$32,917.47).

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.

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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

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

Passed: February 24, 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: Aaron M. Klein, P.E.

Date: February 12, 2020

Subject: **Commission Agenda Item – Emergency Purchase of the Water Treatment Plant**

**ITEM FOR CONSIDERATION:** Legislation ratifying the emergency purchase of a Evoqua / Wallace & Tiernan Water Champ from BissNuss, Inc. of Westlake, Ohio, for Big Island Water Works (BIWW) Plant.

**BACKGROUND INFORMATION:** The City purchased two Evoqua Water Champ mixers in 2012 because BIWW is required by the EPA to keep one operational and one as back-up at all times. The operational mixer was used from 2012 to 2017 until it needed to be rebuilt, and during that time, the back-up was used.

Once the newly rebuilt mixer was put back into service, it only lasted fifteen months before failing during operation. Based on the cost of parts and repair and that the typically useful life is only five years according to the manufacturer, staff has determined that the nonoperational Evoqua / Wallace & Tiernan Water Champ model #2366124020, Serial #15g19-14-06036a has exceeded its useful life and is recommending that it be disposed.

With the back-up currently in-use, BIWW is operating without a back-up mixer and it could take two months to receive a replacement. The replacement mixer must be of the same style and manufacturer for compatibility with existing equipment, and it is only sold by BissNuss, Inc.

The mixer is used to mix the chemical Aluminum Sulfate Polymer Blend Liquid into the treatment process to remove unwanted color and turbidity from drinking water and is a crucial step in water treatment. City Commission granted approval for this emergency purchase by motion at the February 10, 2020, meeting.

**BUDGETARY INFORMATION:** The cost of \$21,956.00 for the new water champ mixer will be paid with Water funds.

**ACTION REQUESTED:** It is recommended that legislation be approved ratifying the emergency purchase of a Evoqua / Wallace & Tiernan Water Champ mixer from BissNuss, Inc., of Westlake, Ohio, for Big Island Water Works (BIWW) Plant in the amount of \$21,956.00. It is further recommended that this legislation be approved under suspension of the rules and in accordance with Section 14 of the City Charter to allow for timely payment once invoice is received and to ensure compliance with the Ohio EPA.

I concur with this recommendation:

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Eric Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: BissNuss Mixer for Big Island Water Works Plant

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: 2/19/2020

By: Michelle Reeder

Michelle Reeder

Finance Director

Account #: 613  
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**28901 Clemens Road, Suite 115 \* Westlake, OH 44145 \* Phone: 419-779-3180**  
**Email: [cstewart@bissnussinc.com](mailto:cstewart@bissnussinc.com)**

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2/3/20

Sandusky Big Island Water Works  
Mr. Orin McMonigle  
2306 1<sup>st</sup> Street  
Sandusky, OH 44870

Subject: Replacement Evoqua Water Champ Quote

Orin,

Please find below the requested quote information for a new replacement Evoqua 10FX Water Champ. Freight included in sale price. Lead time 3 weeks.

Item	Qty	Part #	Description	Price Each	Total
1	1	W3T212252	Wallace & Tiernan Water Champ, 10FX. 460V 60HZ 7.5 KW. Includes 25' Power Cord, Impeller, Motor	\$21,956.00	\$21,956.00
				<b>Total</b>	<b>\$21,956.00</b>

NOTES: Please confirm "Bill To" and "Ship To" addresses when placing order. Any items not listed in the above quotation are excluded from this proposal. Address purchase order to BissNuss, Inc. Terms: Net 30 days with no retainer. Price good for 30 days.

EXCLUSIONS: 1) Taxes; 2) Installation; 3) Painting/Coating; 4) Field Measurements; 5) Any item not specifically included above; 6) Field service & Start-up certification unless noted

If you have any questions or concerns, please feel free to contact me.

Regards,

**Cory Stewart**  
BissNuss, Inc.  
28901 Clemens Road – Suite 115  
Westlake, OH 44145  
C: 419-779-3180 F: 440-871-2526 [www.bissnussinc.com](http://www.bissnussinc.com)



2/5/20

Big Island Water Works  
Mr. Orin McMonigle  
2425 First Street  
Sandusky, OH 44870

Subject: Sole Source Representative

This letter is to advise that Bissnuss, Inc. is the exclusive authorized distributor for Evoqua/Wallace & Tiernan chlorination equipment, analyzers and parts, for Ohio, West Virginia and Western Pennsylvania territories.

BissNuss Incorporated is located at:

28901 Clemens Rd, Suite 115 Westlake, OH 44145

Please contact me at 781-248-6000 if you have any questions.

Sincerely,

*John Kiernan*

John Kiernan  
Technical Sales Manager

Evoqua Water Technologies/Wallace and Tiernan  
Technical Sales Manager  
Office: 781-248-6000  
John.Kiernan@Evoqua.com

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

**AN ORDINANCE DECLARING AN EVOQUA WATER CHAMP MIXER AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; RATIFYING THE EMERGENCY PURCHASE OF A EVOQUA / WALLACE & TIERNAN WATER CHAMP MIXER FOR THE BIG ISLAND WATER WORKS (BIWW) PLANT AND AUTHORIZING AND DIRECTING THE CITY MANAGER AND/OR THE FINANCE DIRECTOR TO EXPEND FUNDS TO BISSNUSS, INC. OF WESTLAKE, OHIO, IN THE AMOUNT OF \$21,956.00; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Ohio Environmental Protection Agency (OEPA) requires the Big Island Water Works (BIWW) Plant to maintain two (2) mixers at all times, one (1) in operation and one (1) as a back-up, and the mixers are used to mix the chemical Aluminum Sulfate Polymer Blend Liquid into the treatment process which removes unwanted color and turbidity from drinking water and is crucial in the water treatment process; and

**WHEREAS**, the City purchased two (2) Evoqua Water Champ mixers in 2012 and one (1) was operational from 2012 to 2017 until it was necessary to rebuild and during this time the back-up mixer was operational; and

**WHEREAS**, the newly rebuilt mixer was placed back into service, but only lasted fifteen (15) months before failing during operation and based on the cost of parts and repair, and that the typical uselife of a mixer is five (5) years, it was determined that the mixer had exceeded its useful life and was no longer of any use to the City and it is recommended that it be appropriately disposed; and

**WHEREAS**, the BIWW Plant is currently using its back-up mixer and it is necessary to replace the back-up as soon as possible and the replacement must be of the same style and manufacturer for compatibility with the existing equipment which is only sold by BissNuss, Inc.; and

**WHEREAS**, the City Manager notified this City Commission at their February 10, 2020, regularly scheduled meeting of the emergency nature of the situation and necessity to procure a back-up mixer and a motion was passed approving the immediate purchase of the mixer; and

**WHEREAS**, pursuant to Section 24 of the City Charter the emergency nature of the purchase obviates the necessity to comply with formal competitive bidding and advertising; and

**WHEREAS**, the total cost to purchase the Evoqua / Wallace & Tiernan Water Champ mixer is \$21,956.00 and will be paid with Water Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to allow for timely payment once invoice is received and to ensure

compliance with the requirements of the Ohio Environmental Protection Agency;  
and

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

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

Section 1. This City Commission finds and determines that the Evoqua Water Champ Mixer, Model #2366124020, Serial #15g19-14-06036a, 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.

Section 2. This City Commission approves and ratifies the emergency purchase of a Evoqua / Wallace & Tiernan Water Champ Mixer for the Big Island Water Works (BIWW) Plant and authorizes and directs the City Manager and/or Finance Director to expend funds to BissNuss, Inc. of Westlake, Ohio, at an amount **not to exceed** Twenty One Thousand Nine Hundred Fifty Six and 00/100 Dollars (\$21,956.00).

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 24, 2020